

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**JUNE 15, 2021**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, June 15, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Mike Bryan; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Council member Willie Jennings was absent

Council Member Mike Bryan introduced Mr. Robert Cook who led the invocation. Council Member Palmer led the Pledge of Allegiance.

Council President Mike 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 L Bryan, to confirm the agenda and agenda order, with the following addition:

ADD: IN THE MATTER OF APPROVAL OF DEPUTY CHIEF JACKIE M CLAYTON AS INTERIM POLICE CHIEF EFFECTIVE JULY 1, 2021

Of those present, the vote was unanimous in favor.

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**EMPLOYEE RECOGNITION**

Mayor Jason Shelton recognized Mrs. Nettie Davis for 20 years of service as a member of the City Council.

**PUBLIC RECOGNITION**

Council Member Davis thanked everyone and was very appreciative of the presentation of her 20 year employment certificate.

Council Member Whittington thanked the citizens of Ward 1 for allowing him to serve as their Councilman for 12 years.

Council Member L Bryan thanked the outgoing Council members, Whittington, M Bryan and Jennings, for their dedication and willingness to work with him for 12 years.

Council Member Palmer joined Mayor Shelton in presenting Council Member Mike Bryan with a plaque for his last year of service as the Council President.

Council Member Mike Bryan thanked the citizens of Ward 6 and of the City of Tupelo for the honor and privilege of serving on the City Council for the past 16 years, through three administrations.

### MAYOR'S REMARKS

Mayor Jason Shelton welcomed those who are helping with the transition of Mayor-elect Todd Jordan. He thanked and recognized Chief Bart Aguirre for his service over the last 8 years as the Police Chief and wished him well.

Police Chief Bart Aguirre thanked the Mayor for appointing him as the Police Chief 8 years ago and reflected on many issues during those years.

Mayor Shelton took the podium again and reminded everyone that COVID-19 is still an issue and encouraged all to get vaccinated. He thanked and recognized his family, who were in attendance, and thanked them for all of their support during his tenure as Mayor.

### PUBLIC AGENDA

#### PUBLIC HEARINGS

#### IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on the public hearing for lot mowing at the following property:

Parcel	Location
089N3100601	123 S INDUSTRIAL RD
077Q3612400	1502 REED ST
077Q3611500	1529 REED ST
077Q3611700	1528 REED ST
106D1307600	909 PARISH DR
102V1002002	3072 MITCHELL RD
106D1307100	3448 S GREEN ST
088N3314501	1218 E MAIN ST
088N3314300	100 BRIAR RIDGE RD
089F3023500	MCWILLIAMS ST
101B0213000	418 LAKEVIEW DR

101B0213200	414 LAKEVIEW DR
101U1100100	S THOMAS ST
085N2101200	1641 OAKVIEW CIR
074V2003500	2410 WALSH RD
078S2805211	801 HIGHLAND PARK DR

### **ROUTINE AGENDA**

#### **IN THE MATTER OF APPROVAL OF COUNCIL MINUTES FOR JUNE 1, 2021**

Council Member Whittington moved, seconded by Council Member Beard, to approve the minutes of the Regular City Council meeting held on June 1, 2021. Of those present, the vote was unanimous in favor.

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

Bills were reviewed at 4:30 p.m. by Council members: Markel Whittington, Travis Beard, and Buddy Palmer; and Accounts Payable Clerk, Traci Dillard. Council Member Beard moved, seconded by Council Member Palmer, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX A

#### **IN THE MATTER OF BUDGET AMENDMENT #8**

Council Member Davis moved, seconded by Council Member Beard, to approve Budget Amendment #8, as presented by CFO/City Clerk Kim Hanna. Of those present, the vote was unanimous. APPENDIX B

#### **IN THE MATTER OF NEW BANK ACCOUNT-TIF BOND ACCOUNT**

CFO/City Clerk Kim Hanna appeared before the Council asking for permission to open a new bank account - TIF Bond Account. Council Member Whittington moved, seconded by council Member Palmer, to approve the request. Of those present, the vote was unanimous in favor.

#### **IN THE MATTER OF CLOSING SPECIAL ASSESSMENT BANK ACCOUNT**

CFO/City Clerk Kim Hanna appeared to the Council requesting to close the Special Assessment Bank Account. All funds have been expended and the account should be closed. Council Member Beard moved, seconded by Council Member Palmer, to approve the closing of the bank account. Of those present, the vote was unanimous in favor.

#### **IN THE MATTER OF TRANSFERRING FUNDS TO CLOSE SPECIAL ASSESSEMENT FUND**

As requested by CFO Kim Hanna, Council Member Whittington moved, seconded by Council Member L Bryan, to allow her to close the Special Assessment Fund, now that it is no longer needed. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF MEMORANDUM OF UNDERSTANDING BETWEEN THE CHICKASAW INKANA FOUNDATION AND THE CITY OF TUPELO**

Mayor Shelton asked the Council to approve the Memorandum of Understanding between the Chickasaw Inkana Foundation and the City of Tupelo. He explained that this project has been a long time coming and was proud to finally be able to present it for approval. Council Member Davis moved, seconded by Council Member Whittington to approve the Memorandum of Understanding between the Chickasaw Inkana Foundation and the City of Tupelo. Of those present, the vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF LOT MOWING**

Council Member Palmer moved, seconded by Council Member Beard, to approve the final lot mowing list, as submitted. Of those present, the vote was unanimous in favor. A copy of the list is attached as APPENDIX D

**IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES OF JUNE 7, 2021**

Council Member Beard moved, seconded by Council Member Whittington, to accept the Planning Committee minutes of the June 7, 2021 meeting. Of those present the vote was unanimous. APPENDIX E

**IN THE MATTER OF REVIEW/APPROVE TAX ABATEMENT APPLICATION FOR 495 S GLOSTER**

DDS Director Pat Falkner asked the Council to approve the tax abatement application for property located at 495 S Gloster. He explained that this improvement meets the criteria for the City's tax abatement program. Council Member Palmer moved, seconded by Council Member Davis, to approve the abatement. Of those present, the vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT**

Council Member Whittington moved, seconded by Council Member Beard, to surplus the Glock model 45 9mm, SN BKLY414 and allow Police Chief Bart Aguirre to purchase same in the amount of \$1.00 upon his retirement from the City of Tupelo Police Department. Of those present, the vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF BID APPROVAL HOT MIX 12 MONTH SUPPLY**

Bids were received for a 12 month supply of hot mix for use by the City. Only one bid was received and was deemed to be commercially reasonable and properly advertised for all available bidders. Council Member Davis moved, seconded by Council Member Beard, to approve the lowest and best bid received from Apac Mississippi, Inc., for providing hot mix for a 12 month period. Of those present, the vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF REQUEST FOR APPROVAL TO REMOVE ITEMS FROM ASSETS AND SURPLUS AT AUCTION**

PW Director Chuck Williams appeared before the Council asking to surplus and dispose of items no longer needed by the City of Tupelo. The items will go to the City's Auction. Council Member Beard moved, seconded by Council Member Whittington, to approve the list of items for surplus and sale of the auction. Of those present, the vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF CVB MINS MAY 4 AND JUNE 1, 2021**


Council Member Palmer moved, seconded by Council Member Whittington, to accept the minutes of the May 4 and June 1, 2021, CVB meetings. Of those present, the vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF APPROVAL OF APPOINTMENT OF JACKIE M. CLAYTON AS INTERIM POLICE CHIEF, EFFECTIVE JULY 1, 2021.**

Mayor Shelton asked the Council to confirm his appointment of Deputy Chief Jackie M. Clayton as Interim Police Chief, effective July 1, 2021, per Mayor-Elect Jordan's request. Council Member L Bryan moved, seconded by Council Member Davis to confirm the appointment. Of those present, the vote was unanimous in favor. APPENDIX J

**ADJOURNMENT**

There being no further business to come before the Council, at this time, Council Member Whittington moved, seconded by Council Member Palmer, to adjourn the meeting at 6:43 p.m.

  
 President  
 City Council

ATTEST:

Missy Shelton  
Missy Shelton, Clerk of the Council

Judd Guala  
Mayor

July 7, 2021  
Date

**CHECK INFORMATION FOR COUNCIL MEETING  
June 15, 2021**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	402410-402816 50001125-50001146

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**

**City of Tupelo**  
**Fy 2021 Budget Revision #8**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2021 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	7,897,082		7,897,082
Licenses & Permits	1,030,000		1,030,000
Intergovernmental Revenues	28,322,058	43,000	28,365,058
Charges for Services	747,000		747,000
Fines & Forfeits	728,000		728,000
Interest Income & Misc. Revenues	723,860	50,000	773,860
Other Financing Resources	226,471		226,471
Unreserved Fund Balance	4,341,535	-	4,341,535
<b>Total General Fund Revenues</b>	<b>44,016,006</b>	<b>93,000</b>	<b>44,109,006</b>

Purpose: To budget for insurance reimbursement for damage from wind storm at Parks & Rec.  
To budget for additional funds (\$43,000) needed for Aquatics facility and Fire Department.

**Expenditures:****City Council**

Personnel	298,821		298,821
Supplies	5,000		5,000
Other Services & Charges	331,650		331,650
Capital	-	-	-
<b>Total City Council</b>	<b>635,471</b>	<b>-</b>	<b>635,471</b>

Purpose:

**Executive Dept.**

Personnel	835,192		835,192
Supplies	22,000		22,000
Other Services & Charges	277,475		277,475
Capital	-	-	-
<b>Total Executive Dept.</b>	<b>1,134,667</b>	<b>-</b>	<b>1,134,667</b>

Purpose:

**City Court**

Personnel	857,905		857,905
Supplies	28,600		28,600
Other Services & Charges	107,601		107,601
Capital	1,500	-	1,500
<b>Total City Court</b>	<b>995,606</b>	<b>-</b>	<b>995,606</b>

Purpose:



	Original Budget	Amendment	Amended Budget
<b><u>Budget &amp; Accounting</u></b>			
Personnel	878,939		878,939
Supplies	68,600		68,600
Other Services & Charges	470,549		470,549
Capital	41,500	-	41,500
<b>Total Budget &amp; Accounting</b>	<b>1,459,588</b>	<b>-</b>	<b>1,459,588</b>

Purpose:

<b><u>CVB</u></b>			
Personnel	145,573	-	145,573
<b>Total CVB Expenditures</b>	<b>145,573</b>	<b>-</b>	<b>145,573</b>

Purpose:

<b><u>Personnel Dept.</u></b>			
Personnel	159,112		159,112
Supplies	4,100		4,100
Other Services & Charges	88,446		88,446
Capital	-	-	-
<b>Total Personnel Dept.</b>	<b>251,658</b>	<b>-</b>	<b>251,658</b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,283,411		1,283,411
Supplies	31,700	1,500	33,200
Other Services & Charges	59,221	(1,500)	57,721
Capital	2,000	-	2,000
<b>Total Development Services</b>	<b>1,376,332</b>	<b>-</b>	<b>1,376,332</b>

Purpose: To transfer money for additional supplies needed for FY 2021.

<b><u>Police Dept</u></b>			
Personnel	8,940,116		8,940,116
Supplies	563,000		563,000
Other Services & Charges	1,531,293		1,531,293
Capital	397,983	-	397,983
<b>Total Police Dept.</b>	<b>11,432,392</b>	<b>-</b>	<b>11,432,392</b>

Purpose:

<b><u>Fire Dept</u></b>			
Personnel	5,957,832		5,957,832
Supplies	282,150	17,000	299,150
Other Services & Charges	301,689		301,689
Capital	-	-	-
<b>Total Fire Dept.</b>	<b>6,541,671</b>	<b>17,000</b>	<b>6,558,671</b>

Purpose: To budget for additional vehicle (12,000) &amp; training (5000) supplies.

	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,050,264		3,050,264
Supplies	363,100	8,294	371,394
Other Services & Charges	2,184,352	(8,294)	2,176,058
Capital	17,000	-	17,000
<b>Total Public Works</b>	<b>5,614,716</b>	<b>-</b>	<b>5,614,716</b>
Purpose:	To move vehicle repairs to vehicle supplies for necessary expenditures.		
<b><u>Parks &amp; Recreation</u></b>			
Personnel	1,890,934		1,890,934
Supplies	377,585		377,585
Other Services & Charges	921,062		921,062
Capital	10,000	14,000	24,000
<b>Total Parks &amp; Rec</b>	<b>3,199,581</b>	<b>14,000</b>	<b>3,213,581</b>
Purpose:	To budget for the replacement of equipment due to storm damage.		
<b><u>Aquatics Facility</u></b>			
Personnel	437,297		437,297
Supplies	102,000		102,000
Other Services & Charges	363,075	26,000	389,075
Capital	6,500	-	6,500
<b>Total Aquatics Facility</b>	<b>908,872</b>	<b>26,000</b>	<b>934,872</b>
Purpose:	To budget for building repairs.		
<b><u>Museum</u></b>			
Personnel	128,377		128,377
Supplies	9,000		9,000
Other Services & Charges	30,850		30,850
Capital	-	-	-
<b>Total Museum</b>	<b>168,227</b>	<b>-</b>	<b>168,227</b>
Purpose:			
<b>Community Services</b>	<b>1,064,904</b>	<b>36,000</b>	<b>1,100,904</b>
Purpose:			
<b>Debt Service</b>	<b>664,621</b>	<b>-</b>	<b>664,621</b>
Purpose:			
<b>Other Financing Uses</b>	<b>8,422,127</b>	<b>-</b>	<b>8,422,127</b>
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total General Fund Expenditures</b>	<b>44,016,006</b>	<b>93,000</b>	<b>44,109,006</b>

	Original Budget	Amendment	Amended Budget
<b>Fund #327</b>			
<b>Tupelo Capital &amp; Infrastructure Fund</b>			
<b>Revenues</b>			
Grants	1,210,021		1,210,021
Transfer from Other Funds	5,303,563	85,794	5,389,357
Donations	-		-
Miscellaneous Revenue	32,218		32,218
Bond Proceeds	-	616,000	616,000
Unreserved Fund Balance	13,648,537	-	13,648,537
<b>Total Revenues</b>	<b><u>20,194,339</u></b>	<b><u>701,794</u></b>	<b><u>20,896,133</u></b>

To budget for TIF Revenue for reimbursement of public infrastructure improvements.

<b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
Maintenance Projects	288,504		288,504
Street Overlay	3,869,959		3,869,959
Neighborhood Revitalization	689,813	(115,000)	574,813
Beautification/Community Projects	25,825		25,825
Contingencies/Grant Matches	100,000	-	100,000
<b>Total Other Services &amp; Charges</b>	<b><u>4,974,101</u></b>	<b><u>(115,000)</u></b>	<b><u>4,859,101</u></b>
<b>Capital</b>			
Infrastructure Improvements	7,360,863	626,000	7,986,863
Purchase of Property	60,700	115,000	175,700
Equipment	640,782		640,782
Building Improvements	4,598,070		4,598,070
Park Improvements	693,755		693,755
Vehicles	252,707		252,707
Police Vehicles/Equipment	300,905		300,905
Fire Equipment/Trucks	918,906		918,906
Contingencies(Grant Matches)	-	-	-
<b>Total Capital</b>	<b><u>14,826,688</u></b>	<b><u>741,000</u></b>	<b><u>15,567,688</u></b>
<b>Other Financing Uses</b>	<b><u>393,550</u></b>	<b><u>75,794</u></b>	<b><u>469,344</u></b>
<b>Total Expenditures</b>	<b><u>20,194,339</u></b>	<b><u>701,794</u></b>	<b><u>20,896,133</u></b>

**Purpose:** To budget for TIF Bond Issue expenditures.  
To budget for the purchase of property on Blair Street.

	Original Budget	Amendment	Amended Budget
<b>Fund #224</b>			
<b>Tax Increment Debt Service</b>			
<b>Revenues</b>			
Tax Increment Revenue	61,900		61,900
Interest Income	-		-
Transfer from Capital Fund	-		-
Unreserved Fund Balance	-	85,794	85,794
<b>Total Revenues</b>	<b>61,900</b>	<b>85,794</b>	<b>147,694</b>
<b>Expenditures</b>			
Principal Payment	50,000		50,000
Interest Payment	9,900		9,900
Agent Fees	2,000		2,000
Other Financing Uses	-	85,794	85,794
<b>Total Expenditures</b>	<b>61,900</b>	<b>85,794</b>	<b>147,694</b>
<b>Fund 400</b>			
<b>Water &amp; Sewer Fund</b>			
<b>Revenues</b>			
Charges for Services	14,000,000		14,000,000
Interest & Misc. Income	300,000		300,000
SRF Loans	9,000,000		9,000,000
Retained Earnings	5,914,534	-	5,914,534
<b>Total Revenues</b>	<b>29,214,534</b>	<b>-</b>	<b>29,214,534</b>
<b>Expenditures</b>			
Personnel Services	2,726,667		2,726,667
Supplies	406,100	150,000	556,100
Other Services & Charges	4,507,225		4,507,225
Capital	15,292,756	(150,000)	15,142,756
<b>Total Operating Expenditures</b>	<b>22,932,748</b>	<b>-</b>	<b>22,932,748</b>
<b>Debt Service</b>	<b>1,071,524</b>	<b>-</b>	<b>1,071,524</b>
<b>Other Financing Uses</b>	<b>1,257,983</b>	<b>-</b>	<b>1,257,983</b>
<b>Retained Earnings</b>	<b>3,952,279</b>	<b>-</b>	<b>3,952,279</b>
<b>Total Expenses</b>	<b>29,214,534</b>	<b>-</b>	<b>29,214,534</b>

Purpose: To budget for additional supplies

	Original Budget	Amendment	Amended Budget
<b>Fund 402</b>			
<b>Electric Fund</b>			
<b>Revenues</b>			
Charges for Services	58,772,000		58,772,000
Fines & Forfeits	100,000		100,000
Interest & Misc Income	1,060,000		1,060,000
Retained Earnings	9,046,444	-	9,046,444
<b>Total Revenues</b>	<b>68,978,444</b>	<b>-</b>	<b>68,978,444</b>
<b>Expenditures</b>			
Personnel Services	3,848,884		3,848,884
Supplies	328,000	200,000	528,000
Other Services & Charges	55,423,699	(200,000)	55,223,699
Capital	6,638,761		6,638,761
Debt Service	239,100	-	239,100
<b>Total Operating Expenditures</b>	<b>66,478,444</b>	<b>-</b>	<b>66,478,444</b>
<b>Retained Earnings</b>	<b>2,500,000</b>	<b>-</b>	<b>2,500,000</b>
<b>Total Expenses</b>	<b>68,978,444</b>	<b>-</b>	<b>68,978,444</b>
<b>Purpose:</b>	<b>To budget for additional supplies</b>		

<b>Fund 404</b>			
<b>Sanitation Fund</b>			
<b>Revenues</b>			
Charges for Services	3,499,686		3,499,686
Franchise Fee	325,000		325,000
Interest & Miscellaneous Income	10,000		10,000
Unreserved Fund Balance	168,594	10,000	178,594
<b>Total Revenues</b>	<b>4,003,280</b>	<b>10,000</b>	<b>4,013,280</b>
<b>Expenditures</b>			
Personnel Services	434,051		434,051
Other Services & Charges	3,410,229	10,000	3,420,229
Capital Outlay	159,000		159,000
Other Financing Uses	-	-	-
<b>Total Expenditures</b>	<b>4,003,280</b>	<b>10,000</b>	<b>4,013,280</b>

**Purpose** To budget additional cost for the City's dump site.

Voting


Councilman Markel Whittington	<u>Aye</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilman Mike Bryan	<u>Aye</u>
Councilman Willie Jennings	<u>Absent</u>

Approved:

  
President of the Council  
City of Tupelo

Attest:

Missy Shelton  
Clerk of the Council

  
Mayor  
City of Tupelo

Attest:

Kim Danna  
City Clerk

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CHICKASAW INKANA FOUNDATION**  
**AND**  
**THE CITY OF TUPELO**

**THIS MEMORANDUM OF UNDERSTANDING** is made on the 29<sup>th</sup> of June, 2021 (hereinafter, "Memorandum"), between the Chickasaw Inkana Foundation (hereinafter, "CIF"), a Mississippi nonprofit corporation with an address of P.O. Box 1307, Tupelo, MS 38802, and the City of Tupelo (hereinafter, "Tupelo"), a municipal corporation of the State of Mississippi with an address of 71 East Troy Street, Tupelo, MS 38804, (CIF and Tupelo collectively referred to hereinafter as "Parties").

**WHEREAS**, CIF is the owner of the lands further described on Exhibit A, attached hereto and incorporated by reference herein (hereinafter, "Land");

**WHEREAS**, CIF desires to develop the Chickasaw Heritage Center (hereinafter, "Center") in Tupelo; and,

**WHEREAS**, Tupelo desires to develop infrastructure surrounding the Center in order to aid construction and patronage of the Center, create employment opportunities and promote long range economic development of Tupelo;

**NOW THEREFORE**, the Parties hereto have reached the understanding as follows:

**Section 1 Purpose**

The purpose of this Memorandum is to memorialize the understanding between Tupelo and CIF concerning the construction of the Center and road construction associated therewith. The intent of the Memorandum is to facilitate construction of the Center by meeting the infrastructure needs of the construction and to avoid premature infrastructure improvements that may be unneeded at the time the improvement is made. The parties shall cooperate to accomplish the purpose and intent of this Memorandum.

## **Section 2 Assurance of Tupelo**

- A. Tupelo intends to construct, reconstruct and improve Gun Club Road in three phases to assist access to the Center:
  - 1. Phase 1 consists of extending Gun Club Road to the West so that Gun Club Road intersects with West Jackson Street.
  - 2. Phase 2 consists of improving Gun Club Road between the Phase 1 extension and the intersection with Remington Drive and Gun Club Road North. The Intersection of Gun Club Road, Remington Drive and Gun Club Road North shall be redesigned.
  - 3. Phase 3 consists of constructing a suitable road of a minimum road base suitable for construction vehicles by extending Gun Club Road along Tupelo's existing right-of-way between Gun Club Road North and the access point for the Center. Upon reasonable completion of the construction of the Center, Tupelo shall make necessary improvements to Gun Club Road east of Remington Drive suitable for daily access to the Land.
- B. Tupelo shall cooperate with CIF to protect any culturally significant sites. Tupelo shall require any contractors employed by Tupelo for road construction to protect any culturally significant sites.
- C. Tupelo shall respond in a reasonable time to reasonable inquiries from CIF regarding the status of road construction, the availability of funding for road construction and speculative dates for additional road construction.

## **Section 3 Assurance of CIF**

- A. CIF intends to design, construct and operate the Center on the property described in Exhibit A and illustrated in Exhibit B. Construction is anticipated to begin in the fall of 2022 and will take approximately two years. The Center is expected to open in 2025. All anticipated dates are contingent upon public funding, private contributions, and Tupelo's completion of road construction.
- B. CIF shall respond in a reasonable time to reasonable inquiries from Tupelo regarding the status of construction and speculative completion of milestones for the Center.



- C. CIF may grant Tupelo any reasonable easements or rights-of-way on land necessary and proper for Tupelo to complete its intentions hereunder.
- D. Upon Tupelo giving notice to CIF that it is ready to proceed and award a construction contract to meet its assurances in Section 2 A., CIF will post security in the form of an irrevocable letter of credit in favor of Tupelo for CIF's completion of its assurances in Section 3 A. The amount of the security will be up to \$1 million to be awarded by Tupelo to meet its Section 2 A. assurances. Upon ground breaking of the Center in CIF's Section 3 A. assurances, Tupelo will release CIF's security.

#### **Section 4 Interests in Property**

- A. Except as otherwise provided for herein, neither party shall be granted a mortgage, security interest, or otherwise have an interest in and to the real property, fixtures, personal property, or intangible property of the other party.
- B. Except as otherwise provided for herein, neither party shall be granted a license, ownership interest, security interest, or derivative rights in and to any trademark, copyright, patent or other intellectual property of the other party.

#### **Section 5 Notices**

- A. All notices under this Memorandum shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by overnight courier that guarantees next day delivery and provides a receipt. Any notice shall be effective upon delivery.
- B. All notices required hereunder shall be sent to the following addresses:
  - 1. If to Tupelo:       Office of the Mayor  
                              City Hall  
                              71 East Troy Street  
                              Tupelo, MS 38804
  - 2. If to CIF:           Chickasaw Inkana Foundation  
                              P.O. Box 1307  
                              Tupelo, MS 38802
- C. Either party may from time to time specify in writing to the other party such other address as may be desired.

#### **Section 6 Representations and Warranties**

- A. The Parties have obtained any and all necessary authorizations and approvals necessary to the execution, deliver, and performance of this Memorandum.

- B. The execution and delivery of this Memorandum will not result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of conditions or provisions of, or constitute a default under, or result in any violation of, the corporate or municipal charter or bylaws of the Parties, or any agreement, contract, instrument, order, judgment, or decree to which the Parties are a party. The execution and delivery of this Memorandum will not result in violation of any provision of any applicable law, statute, rule, regulation, ordinance or any order, decree, writ or injunction of any court or governmental entity that materially affects the performance hereunder.

### **Section 7 Hold Harmless**

Each Party shall hold the other harmless, as well its affiliates, officers, employees, representatives, and agents, from and against any and all liability, claims, suits, demands, losses, damages, costs, expenses or legal fees caused by, arising out of, or resulting from any negligent or willful acts or omissions of the other party, or its employees or agents, incurred in activities arising out of this Memorandum and to the extent proximately caused by the negligent or willful acts or omissions of the other Party, its employees or agents in the performance of such activities or the failure to perform the Memorandum.

### **Section 8 Non-Disparagement**

Each Party may discuss non-confidential aspects of their experience with the other Party, however neither Party shall not make any disparaging remarks or otherwise communicate any disparaging information about the other Party or its employees, officers or agents in their professional capacities to any third party, including but not limited to statements on social media or any other media. Further, each Party agrees to take no action which is intended to harm, or would reasonably be expected to harm, the other Party or its reputation or lead to unfavorable publicity to the other Party. This Section shall survive the termination or expiration of this Memorandum.

### **Section 9 Confidentiality**

In the course of performing services, the parties recognize that each Party may come in contact with or become familiar with information that the other Party may consider confidential. To the maximum extent allowed by the Mississippi Public Records Act and other applicable laws and ordinances, each Party agrees to keep all such information confidential and not to discuss or divulge it to anyone other than the appropriate personnel or their designees of the other Party. This Section shall survive the termination or expiration of this Memorandum.

### **Section 10 Status of the Chickasaw Nation**

As the CIF maintains a close relationship with the Chickasaw Nation, a federally recognized and sovereign Indian tribe, the Parties agree that nothing in this Memorandum shall be construed or is intended to waive the sovereign rights and

immunities of the Chickasaw Nation, its officers, employees or agents. This Section shall survive the termination or expiration of this Memorandum.

**Section 11 Dispute Resolution**

Prior to initiating any action at law or in equity related to any dispute hereunder, the Parties will use their best efforts to amicably resolve any dispute.


**Section 12 Other Provisions**

- A. Assignment. This Memorandum shall not be assigned to any part hereto without the written consent of the other Party.
- B. Headings. The headings contained in this Memorandum are for reference only and will not affect in any way the meaning or interpretation of this Memorandum.
- C. Choice of Law. This Memorandum shall be governed, construed and interpreted in accordance with the laws of the State of Mississippi.


**IN WITNESS WHEREOF**, this Memorandum entered into this day first written above by and between the City of Tupelo and the Chickasaw Inkana Foundation, each acting through their designated and appropriate officials, is for the purpose of entering an agreement for provision of certain municipal services to the Land owned by the Chickasaw Inkana Foundation.


For the Chickasaw Inkana Foundation:

  
 \_\_\_\_\_  
 Jamie Joyner, Chairperson  
 Chickasaw Inkana Foundation

  
 \_\_\_\_\_  
 Date

For the City of Tupelo:

  
 \_\_\_\_\_  
 Jason L. Shelton, Mayor  
 City of Tupelo

  
 \_\_\_\_\_  
 Date

## Exhibit A

## Legal Description

**Section 1 (Alston)**

Commencing at a  $\frac{3}{4}$  Pipe (found) with a Convergence Angle of ) degrees 02 minutes 38.26 seconds and a Combined Scale Factor of 0.99995 and recognized as being the Northwest corner of the Northwest Quarter of Section 26, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and also being the POINT OF BEGINNING; thence run North 89 degrees 55 minutes 00 seconds East for a distance of 2,607.54 feet to a  $\frac{1}{2}$  inch Capped Rebar (set); thence run South 31 degrees 46 minutes 07 seconds West for a distance of 787.49 feet to a National Park Service Disk 39 (found); thence run South 08 degrees 01 minutes 09 seconds East for a distance of 838.07 feet to a  $\frac{1}{2}$  inch Capped Rebar (set); thence run South 83 degrees 10 minutes 18 seconds West for a distance of 2,324.78 feet to a  $\frac{1}{2}$  inch Capped rebar (set); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 247.73 feet to a  $\frac{1}{2}$  inch Capped Rebar (set); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a  $\frac{1}{2}$  inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 1,468.27 feet to a  $\frac{3}{4}$  inch Pipe (found) and the POINT OF BEGINNING.

LESS AND EXCEPT AND SUBJECT TO, any and all City of Tupelo street right-of-ways

Lying and being in the Northwest Quarter of Section 26, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and Containing 86.97 acres, more or less.

**Section 2 (Rouse)**

Commencing at the  $\frac{3}{4}$ " Pipe (found) within a Convergence Angle of 0 degrees 02 minutes 38.26 seconds and a combined Scale Factor of 0.99995 and recognized as being the Northwest corner of the Northwest Quarter of Section 26, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian; thence run South 00 degrees 03 minutes 00 seconds East for a distance of 1,468.27 feet to a  $\frac{1}{2}$  inch Rebar (found); thence run South 00 degree 03 minutes 00 seconds East for a distance of 56 feet to a  $\frac{1}{2}$  inch Capped Rebar (set) and being the POINT OF BEGINNING; thence run South 00 degrees 03 minutes 00 seconds East for a distance of 247.73 feet to a  $\frac{1}{2}$  inch Capped Rebar (set); thence run North 83 degrees 10 minutes 18 seconds East for a distance of 2,324.78 feet to a  $\frac{1}{2}$  inch Capped Rebar (set) ; thence run South 08 degrees 01 minutes 09 seconds East for a distance of 19.30 feet to a National park Service Marker (found) ; thence run South 08 degrees 09 minutes 26 seconds East for a distance of 852.33 feet to a National park Service Disk (found) on the North Right-Of-

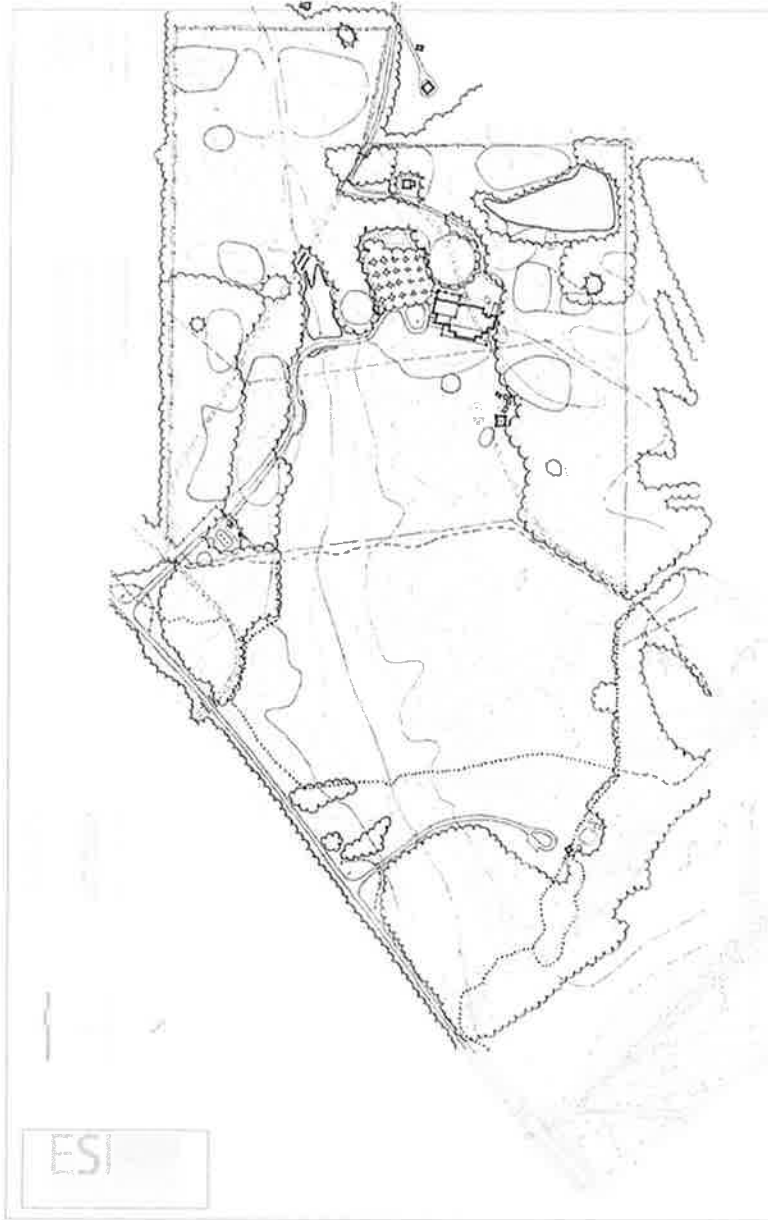
Way line of the Natchez Trace Parkway; thence along said Right-Of-Way line run South 43 degrees 24 minutes 39 seconds West for a distance of 196.04 feet to a Bolt in Concrete Monument (found); thence leaving said Right-of -Way line run north 89 degrees 25 minutes 55 seconds West for a distance of 2,991.26 feet to a ½ inch Capped Rebar (set) ; thence run North 00 degrees 00 minutes 16 seconds East for a distance of 1,268.07 feet to a Creosote Fence Corner (found); thence run South 77 degrees 35 minutes 21 seconds East for a distance of 684.99 feet to a ½ inch Rebar (Set ) and the POINT OF BEGINNING.

LESS AND EXCEPT:

Any and All City of Tupelo Street Rights-Of-Way

Indexing Instructions: Lying and being partly in the South half of the Northwest Quarter of Section 26, Township 9 South, Range 5 East and the Southeast Quarter of the Northeast Quarter of Section 27, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and containing 74.95 acres.

Exhibit B



Final Lot Mowing Report for 6/15

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 32987	089N3100601	123 S INDUSTRIAL RD	FUENTES JESUS O	123 INDUSTRIAL S	TUPELO, MS 38801	JLS
2. 33001	077Q3612400	1502 REED ST	SWINEA JAMES (LUCILLE)	421 RD 830	PLANTERSVILLE, MS 38862	SB
3. 33005	077Q3611500	1529 REED ST	UNDERWOOD TODD BATEMAN	980 CHARLESTON BLVD	TUPELO, MS 38801	SB
4. 34004	077Q3611700	1528 REED ST	ROBINSON JOHN	1528 REED ST	TUPELO, MS 38801	SB
5. 34005	106D1307600	909 PARISH DR	TALLEY DANA L	909 PARISH DR	TUPELO, MS 38801	RS
6. 34007	102V1002002	3072 MITCHELL RD	LINDSEY ERNEST	247 COUNTY ROAD 301	SHANNON, MS 38868	RS
7. 34009	106D1307100	3448 S GREEN ST	RITCH RALPH	120 SESAME DRIVE	TUPELO, MS 38801	RS
8. 34011	088N3314501	1218 E MAIN ST	MORAN FOODS INC	100 CORPORATE OFFICE DRIVE	EARTH CITY, MO 63045	JLS 488
9. 34012	088N3314300	100 BRIAR RIDGE RD	K & K HOLDINGS LLC	6761 E 10 MILE RD	CENTERLINE, MI 48015	JLS
10. 34018	089F3023500	MCWILLIAMS ST	ST JAMES MASONIC LODGE #81	P O BOX 8	TUPELO, MS 38802	SB

Final Lot Mowing Report for 6/15

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
11 34023	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
12 34024	101B0213200	414 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
13 34025	101U1100100	S THOMAS ST	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	JLS
14 34026	085N2101200	1641 OAKVIEW CIR	JOHNSON J D & BONNIE	1641 OAKVIEW CR	TUPELO, MS 38804	RS
15 34027	074V2003500	2410 WALSH RD	DOWNTOWN PARTNERS LLC	P O BOX 1095	TUPELO, MS 38802	SB
16 34028	078S2805211	801 HIGHLAND PARK DR	TUBB HILLARY P & JASON	801 HIGHLAND PARK DR	TUPELO, MS 38801	JLS
17						
18						489
19						
20						
21						
22						



**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
June 7, 2021**

**CALL TO ORDER**

Chairman Scott Davis called the meeting to order. Ms. Patti Thompson, Mr. Gus Hildenbrand, Ms. Pam Hadley, Mr. Lindsay Leake, Ms. Leslie Mart, and Development Services staff members Pat Falkner, Russ Wilson, and Marilyn Vail were present.

Chairman Davis asked Mr. Lindsay Leake to open with a prayer and Mrs. Patti Thompson to lead the pledge of allegiance.

**REVIEW OF MAY 3, 2021 MINUTES**

Chairman Davis asked the group if they had reviewed the minutes of the last meeting. Ms. Thompson made a motion to approve the minutes as presented, and Mr. Hildenbrand seconded. The motion carried by unanimous vote.

**REPORT ON COUNCIL ACTIONS**

Mr. Falkner reported that the May 3 actions were approved by the City Council at their May 18 meeting.

**NEW BUSINESS**

**FLEXVAR 21-02:** Application to allow on premises consumption of beer and light wine at 205 Gloster Street, less than 100 feet from protected building.

Randy Donald of 2101 Fillmore Street, Tupelo, appeared as applicant for the request. He explained that he had been working on improvements to the building at 205 North Gloster since 2019, but that the pandemic had shut down work on the project for some time. He stated that he intended to open a quality restaurant and that he did not think there would be any negative impacts on adjoining properties.

Mr. Hildenbrand asked when he hoped to open the business. Mr. Donald replied in the next month. Ms. Mart asked if there would be any exterior changes to the building. Mr. Donald said there would not be any other than landscaping. Ms. Hadley asked about hours of operation. Mr. Donald said the restaurant would be open from 6 to 12 Monday through Friday, 6 to 2 a.m. Saturday and Sunday. Mrs. Thompson asked if there would be any outdoor music. Mr. Donald said there are no plans to have that, but that he would ask for approval if it was proposed later.

Mr. Falkner reported that after reading the letter submitted by the owner of the daycare that is the 'protected building' in this case, that letter indicated that the owner did not object to the

variance. Since 'waiver or consent by owner of the protected building' is one of the findings which can support a variance, he felt that the request could be justified.

Mr. Davis suggested that previous variances on this issue had included a condition of approval for one year, with the approval to become permanent if no issues or complaints were received.

Mrs. Thompson made a motion to approve the application with that condition of approval of one year with permanent approval if no complaints received. Mr. Hildenbrand seconded and the motion passed by unanimous vote.

**FLEXVAR 21-03:** Request from Mr. Theodore Roach to allow placement of a metal carport in the front yard area of 1000 Taft Street.

Mr. Roach appeared, stating that he was asking for the variance in order to protect a church van and a family vehicle to be parked at his house.

Mr. Hildenbrand noted that due to the width of the right of way, his property line is 18 feet from the street and his existing parking pad extends into the right of way. The requested carport would be located at the property line with zero setback.

Mrs. Thompson asked if the van could not be parked at the church. Mr. Roach stated that there was no on site parking at the church.

Mr. Falkner noted that a metal carport cover would not be approved under the standards for accessory structures.

Mr. Hildenbrand said that it did not look possible for the carport to be placed within the required setbacks. He made the motion to deny the application, which was seconded by Ms. Mart. The motion passed unanimously.

**FLEXVAR 21-04:** Request from Mr. Henry Fisher on behalf of C-Spire for approval of a lot that does not meet minimum lot width or size standards (flag lot).

Mr. Fisher, P. O. Box 1062, Pell City Alabama, spoke for the application. He said that C-Spire had been looking for a site in the West Main/Coley Road area for fiber-optic equipment. C-Spire normally leases such sites, but the property owner was only willing to sell. The lot proposed is only 20 feet wide at the street, but includes a wider area at the rear where the equipment would be placed.

Ms. Mart asked if the billboard shown on the survey would remain. Mr. Fisher answered that it would, at least for the time being.

She asked if the trees at the rear of the property could be preserved. Mr. Fisher answered that they were mostly pines, but that only those that had to be taken out to place the equipment would be removed.

Ms. Mart asked about fencing and landscaping. Mr. Fisher answered that C-Spire would require security fencing and would work with the city for approval of the fence design and landscaping around it.

Ms. Mart asked if C-Spire would be willing in the future to sell the extra land at the back of the lot to the property owner to south, to square that lot off and make it more marketable. Mr. Fisher said he thought the company would be open to that.

Mrs. Thompson made a motion to approve the application. Ms. Hadley seconded and the motion passed unanimously.

The final item on the agenda was revision of Major Site Plan 18-01. No one was present to speak for the application. Mrs. Thompson moved to table the application, which was seconded by Ms. Hadley and passed unanimously.

Mr. Falkner reported that there were two applications in the office for July, and some others possible. Noting that the first Monday in July will be the Fourth of July holiday, Chairman Davis suggested that the committee meet for a work session at 5 p.m. on June 28, with the next regular meeting to be July 12.

The meeting was adjourned on a motion by Mrs. Thompson, seconded by Ms. Hadley.

**CITY OF TUPELO DEPARTMENT OF DEVELOPMENT SERVICES**

**APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION UNDER**

**MISS. CODE ANN. § 17-21-5**

**(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)**

Property Owner Name: The GCV Group, LLC

Owner Mailing Address: 499 Gloster Creek, Ste. F-9, Tupelo, MS 38801

Property Address: 495 South Gloster Street, Tupelo, MS 38801 Parcel Number: \_\_\_\_\_

Name of Business: Midtown Pointe II Type of Business: Office and restaurant rental

Total Project Cost: \$3.2 million Number of Employees: 75

The following requirements must be met to qualify for the tax exemption program:

- 1) Identify in which District is the property located (*attach map showing location of property*):
  - Central Business District (except Urban Renewal Project area designated by Tupelo City Council on December 1, 1998)
  - Redevelopment District
  - Business Improvement District
- 2) Attach copy of Certificate of Occupancy
- 3) Identify which one or more of the following objectives applicant contends is met by the new construction, renovation or improvement:
  - Substantial renovation of, improvement to, or historic preservation of existing structure (*attach statement from architect*)
  - New building construction
  - Improvement of design quality above city code requirements (*attach certification by Development Services staff*)
  - Access management improvement (vehicular or pedestrian connection to adjoining properties) (*attach certification by Development Services staff*)
  - Energy efficiency improvements (*document according to LEED system*)
- 4) Document value of new construction, renovation or improvement to the property (*attach contractor invoices or account's compilation of capital costs, and before and after photographs of property*)

A brief summary of the project and attachments may also be submitted.

5) Describe how the new construction, renovation or improvement is for the promotion of business, commerce or industry, or for the promotion of historic preservation:

Most of the former building at 495 South Gloster Street was previously occupied by a restaurant named McAlister's. The building was demolished and a much larger, 19,000 sq. ft. building has been erected. The building will be leased to a restaurant, medical providers and healthcare providers. The first tenant is Sanders Clinic in Suite 101, which has 17 employees and occupies 7,500 sq. ft. The remainder of the building will be finished to suit the specific needs of future tenants.

(additional sheets may be attached)

  
Owner signature

5-27-2021  
Date

President  
(if owner is not an individual, here identify representative capacity of individual signing, e.g., president, partner, etc.)

The following is to be completed by Department of Development Services:

1. Does property meet all City of Tupelo Building and Development Code regulations?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. For new construction, is commercial property privately owned? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Was construction, renovation or improvement completed and approved by the City of Tupelo Development Services Department no more than 180 days prior to submission of this application for ad valorem tax exemption? Yes \_\_\_\_\_ No \_\_\_\_\_
4. Was construction, renovation or improvement pursuant to the requirements of an approved project of the City of Tupelo for the development of the Central Business District, designated Business Improvement District, Urban Renewal District, or designated Redevelopment Districts and/or for the preservation and revitalization of Historic Preservation District? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Was project cost (excluding property purchase price) at least \$10,000? Yes \_\_\_\_\_ No \_\_\_\_\_

Date application received by Development Services Department: \_\_\_\_\_  
Received by: \_\_\_\_\_

**City of Tupelo**

PO Box 1485, Tupelo, MS 38802  
Voice (662) 841-6510, Fax (662) 841-6550  
E-Mail: permits@tupeloms.gov

**CERTIFICATE OF OCCUPANCY**  
**CERTIFICATE OF OCC - COMMER**

**Occupant:** SANDERS CLINIC SUITE 101

**Address:** 495 S GLOSTER ST SUITE 101

**Applicant Number:**

**Parcel:** 089N3102106

1812884

**Owner:** Name: THE GCV GROUP LLC  
Address: 499 S GLOSTER STE 6-3  
TUPELO, MS 38801



**Approved Occupancy:**

**Issued:** 04/20/2021 **By:** TR

**Expires:**

**Signature:** Jonna Richardson

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER:  
 GCV Group, LLC  
 499 Gloster Creek Suite F9  
 Tupelo, MS 38801  
 FROM CONTRACTOR:  
 M & N Construction, LLC  
 P O Box 391  
 Mooreville, MS 38857

PROJECT:  
 Midtown Pointe II  
 495 South Gloster Street  
 Tupelo, MS 38801  
 VIA ARCHITECT:  
 Tek1 Studios  
 Chns Root

APPLICATION #: 12  
 PERIOD TO: 05/07/21  
 PROJECT NOS:  
 CONTRACT DATE: 05/11/20  
 Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

CONTRACT FOR: New Building Construction

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM ----- \$ 3,315,383.00
2. Net change by Change Orders ----- \$ 3,315,383.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) ----- \$ 3,315,383.00
4. TOTAL COMPLETED & STORED TO DATE-\$  
 (Column G on Continuation Sheet) ----- \$ 3,315,383.00
5. RETAINAGE:
  - a. \_\_\_\_\_ of Completed Work  
 (Columns D+E on Continuation Sheet) \$ \_\_\_\_\_
  - b. \_\_\_\_\_ of Stored Material  
 (Column F on Continuation Sheet) \$ \_\_\_\_\_
 Total Retainage (Line 5a + 5b or  
 Total in Column I of Continuation Sheet) ----- \$ 3,315,383.00
6. TOTAL EARNED LESS RETAINAGE ----- \$ 3,315,383.00  
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) ----- \$ 3,161,423.00
8. CURRENT PAYMENT DUE ----- \$ 153,960.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ----- \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

**CONTRACTOR:**

By: [Signature] Date: 5-7-2021

State of: MS  
 County of: Lee  
 Subscribed and sworn to before me this 7th day of May 2021

Notary Public: [Signature]  
 My Commission expires: Feb 5, 2024  
**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.



# Tupelo Police Department

## Chief Bart Aguirre

---

June 1, 2021

Mayor Jason Shelton:

Please accept this letter as my official retirement announcement. I want to take this opportunity to personally thank you for allowing me to serve as Chief of Police to our community.

My career started as a patrol officer in 1985 with the Tupelo Police Department. I always had a desire in my heart to be Chief someday but I never thought it would come true until March 2013. That day you offered me the job to become Chief. Once you were elected Mayor, I knew God had opened new door of opportunities for me. My prayers were answered.

These past seven and a half years have given me happiness, sadness and a pride of accomplishment. We'll never forget the pain we shared at the loss of Sgt. Gale Stauffer and wounding of Officer Joseph Maher. Or the destruction that laid waste by the tornado in 2014. Both of these back to back incidents came out of the chute with such vengeance they brought the whole city to its knees. Without God's grace, plus your support and leadership, our strategic planning, mission and vision statement would have suffered.

Being Chief has allowed me great fulfillment. My greatest accomplishment was overseeing the construction of our new police headquarters. My vision for the new headquarters started early in 2006 when the Tupelo Police Department partnered with the FBI and assigned Task Force Officers to work 'Operation Secondhand Smoke.' A criminal organization with deep roots right here in Tupelo. The organization was a network of schemers trafficking in contraband cigarettes. It was dismantled and this allowed the FBI/ Tupelo's Task Force Officers to seize the warehouse/property and become the site of its new headquarters. I was assigned to work as a Task Force Officer with the FBI and participate with the criminal investigation. This was a great mile stone in my career.

God has blessed me with 36 years of service. Tupelo is a progressive and safe city to live in because of the officers hired and trained to serve our citizens. I am proud to have served with each and every one of our administration leaders and employees. My official end of watch will be June 30<sup>th</sup>. Thank you for allowing me to serve as Chief. I will cherish the memories.

Sincerely,





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director

**DATE** June 08, 2021

**SUBJECT:** IN THE MATTER OF BID APPROVAL HOT MIX 12 MONTH SUPPLY - CW

---

**Request:**

In the matter of bid approval for Hot Mix 12 Month Supply 2021-014PW

One bidder responded –

APAC – Mississippi, Inc.

We recommend that the bid be awarded to APAC – Mississippi, Inc.

## City of Tupelo

### Hot Mix Asphalt- 12 Month Supply

Lot Specification As Specified  
 Lot Start Date / Time Jun 08, 2021 10:00 AM US/Central  
 Lot End Date / Time Jun 08, 2021 10:15 AM US/Central  
 Lot Duration 00:15 [hh:mm]  
 Extension Time 3 Mins.



#### Item Name Hot Bituminous Pavement Surface Mix - Pickup

Company	Bid Amount	Bidding Date / Time
Apac Mississippi Inc	\$ 73.00 USD	Jun 08, 2021 10:02:25 AM US/Central

#### Item Name Hot Bituminous Pavement Binder Mix - Pickup

Company	Bid Amount	Bidding Date / Time
Apac Mississippi Inc	\$ 73.00 USD	Jun 08, 2021 10:02:25 AM US/Central

\*FORM A\*

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

**HOT MIX 12 MOS SUPPLY  
Bid # 2021-014PW**

.....  
The undersigned proposes to provide a Supply of Hot Mix as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If the City of Tupelo invites APAC-Mississippi, Inc. (company name) to submit priced bids in response to this submission, we intend to participate by (check one):

Online Reverse Auction, pending approval of un-priced proposals.

Contact information for any questions regarding this submission:

APAC-Mississippi, Inc.

..... (company name) understands that we only have one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the project is 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 Public Works 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.

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: ADAM J WYERS Title: ESTIMATOR

Signature: *Adam J Wyers* Date: 5-12-21

Company Name: APAC-Mississippi, Inc.

Email: awyers@apac.com

**\*FORM B\***

**Proposal Form**

**HOT MIX 12 MOS SUPPLY  
Bid # 2021-014PW**

The undersigned proposes to furnish Twelve (12) months of Hot Mix supply on an as needed basis, 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.

PRODUCTS	YES OR NO
Hot Bituminous Pavement Surface Mix - Pickup	YES
Hot Bituminous Pavement Surface Mix - Delivered	NO
Hot Bituminous Pavement Binder Mix - Pickup	YES
Hot Bituminous Pavement Binder Mix - Delivered	NO

Signed: Adam J Wyers Printed: ADAM J WYERS Title: ESTIMATOR  
 Company: APAC-Mississippi, Inc.  
 Address: P.O. Box 1644 TUPELO, MS 38802  
 Phone: 662-348-2214 Fax: N/A Email: awyers@apac.com

Please mark yes or no.....REQUIRED

Yes \_\_\_\_\_ No X

I will require technical assistance during the reverse auction process for the submission of my bid. This will require me to contact PH Bidding Group at least 48 hours prior to the start of the reverse auction.



THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Mississippi, Inc.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo \$500.00 Dollars,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Hot Mix 12 MOS Supply, Bid #2021-014PW NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of June, 2021.

[Signature] (Witness)

APAC-MISSISSIPPI, INC. (Principal) John May (Title) Asst. Secretary



[Signature] (Witness)

FEDERAL INSURANCE COMPANY (Surety) Jerry Douell (Title) Attorney-In-Fact



SURETY ACKNOWLEDGMENT

STATE OF MISSISSIPPI }  
COUNTY OF RANKIN } SS

On this 8th day of June, 2021, before me personally came Jerry Douell to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



*Tammy Conn*  
\_\_\_\_\_  
Notary Public





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Andrew S. Atkins, Michael W. Bogue, Dwayne Boyd, Jerry Douell, Winnie F. Ellis, Terry May, Dennis Rogers and James M. Tucker of Jackson, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$ 1,000,000.00 (One Million dollars & zero cents) given or executed in the course of business, but not to include any instruments amending or altering the same nor consents to the modification or alteration of any instrument referred to in said bonds or obligations, on behalf of APAC-MISSISSIPPI, INC. and all Subsidiaries, as principal, in connection with bids or proposals to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid undertakings by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 5th day of September, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 5th day of September, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this June 8, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com







**REQUEST FOR PROPOSALS**

**\*Un-Priced Technical Proposals\***

**To provide**

**HOT MIX – 12 MONTH SOURCE OF SUPPLY**

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

**BID # 2021-014PW**

Publication Dates: May 11, 2021 & May 18, 2021

BID Response Deadline: June 3, 2021 before 2:00 pm

Reverse Auction: June 8, 2021 at 10:00 am

## **ADVERTISEMENT FOR PROPOSALS**

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

### **HOT MIX 12 MOS SUPPLY Bid # 2021-014PW**

Deadline for receipt of un-priced technical proposals is **June 3, 2021**. Responses can be submitted online at [www.tupelomsbids.com](http://www.tupelomsbids.com) or at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804.

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. Un-priced technical proposals and responses must be submitted before **2:00 pm on June 3, 2021**. Responses will be evaluated, and only those bidders whose technical proposals are determined acceptable shall be invited to participate in the reverse auction process, which will take place at **10:00 am on June 8, 2021**. The City of Tupelo encourages vendor participation in this multi-step process. Complete bidding instructions are provided in the bid package.

Official un-priced proposal documents can be downloaded from at [www.tupelomsbids.com](http://www.tupelomsbids.com). Un-Priced proposals can be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). For any questions relating to the electronic bidding 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 unto 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.

Traci Dillard  
Purchasing Agent

Publishing Dates:

**May 11, 2021**

**May 18, 2021**

**(PHASE ONE OF A MULTI-STEP PROCUREMENT PROJECT)**

**HOT MIX 12 MOS SUPPLY  
Bid # 2021-014PW  
(TWELEVE (12) MONTH SOURCE OF SUPPLY)**

**I. GENERAL**

The City of Tupelo will accept competitive sealed un-priced proposals until **2:00 pm on June 3, 2021**. Un-priced proposals can be submitted online at [www.tupelomsbids.com](http://www.tupelomsbids.com) or at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All un-priced proposals must be equal in performance and quality to the specifications.

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

**II. TECHNICAL SPECIFICATIONS**

The City of Tupelo will be accepting proposals for the following products (Per Ton):

Section 804 in the Mississippi Standard Specifications for Road and Bridge Design will apply to all product delivered.

Item 1 Description

Hot Bituminous Pavement Surface Mix – Pickup by City

Item 2 Description

Hot Bituminous Pavement Surface Mix – Delivered

Item 3 Description

Hot Bituminous Pavement Binder Mix – Pickup by City

Item 4 Description

Hot Bituminous Pavement Binder Mix – Delivered

Supplier will deliver required mix any place within the municipal city limits of Tupelo or. Items will be paid at a per ton price.

The materials specified herein will be utilized on an "AS NEEDED BASIS" for the Twelve (12) month period. This material shall also be available as needed by the City of Tupelo without undue delay.

All delivered prices shall be F.O.B. Tupelo, MS. to various job sites within the City of Tupelo and shall include all delivery, environmental and fuel surcharges. 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.

### **III. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS:**

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

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

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

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

### **IV. QUESTIONS**

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

General questions regarding this request should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov)

For questions concerning the technical specifications, prospective bidders may contact Jason Rush at the City of Tupelo Public Works Department. The phone number is 662-841-6457. Email: [jason.rush@tupeloms.gov](mailto:jason.rush@tupeloms.gov).

No oral explanations by any member of the City staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

## **V. OPENING:**

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

The City of Tupelo reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

## **VI. 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 **June 3, 2021 before 2:00 pm.**
- **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 through PH Bidding Group and will be sent detailed instructions for participation in the reverse auction. PH Bidding Group can be contacted at [cory@phbidding.com](mailto:cory@phbidding.com) or by calling 662-407-0193.
- The reverse auction will take place on **June 8, 2021 at 10:00am.**
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see their bid ranking and decide if additional bidding is necessary on their part.
- There is no advantage for a bidder to wait until near closing time of the auction to place a bid. Any bid placed during the last 3 minutes of the bidding time window will cause an automatic 3-minute extension of time. Each additional bid after that will cause another 3-minute extension, and will continue until 3 minutes have gone by without a bid. At that point, the system will shut down and the auction will end.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

## **VII. INSTRUCTIONS**

The following information applies to all proposals. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. After you obtained the Specification Package, you can submit proposals by:

### 1. PROPOSAL SUBMISSION BY SEALED ENVELOPE:

Prior to the deadline for receipt of un-priced technical proposals, you can submit your un-priced proposal online at [www.tupelomsbids.com](http://www.tupelomsbids.com), or 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 HOT MIX - SOURCE OF SUPPLY**  
**Bid # 2021-014PW**  
**PROPOSALS DUE BY: June 3, 2021 before 2:00pm**

The following items should be put in the envelope:

- A. Submission Cover Letter (Form A)
- B. Completed Proposal Form (Form B)
- C. Any other information vendor would like for the City of Tupelo to consider

### 2. PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

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

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
  - a. Fill in or check your contact information and required boxes.
  - b. Drag and drop your pdf file into the grey box as outlined, or click inside the grey box to find your file
  - c. Click the box certifying that your information is complete and accurate.
  - d. Click "Submit" when you are ready to submit your file.
- E. Once submitted and the solicitation period has ended, the City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: If your solicitation was approved, you will be sent an approval email as soon as it has been approved.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

**\*FORM A\***

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

**HOT MIX 12 MOS SUPPLY  
Bid # 2021-014PW**

.....  
The undersigned proposes to provide a Supply of Hot Mix as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If the City of Tupelo invites \_\_\_\_\_(company name) to submit priced bids in response to this submission, we intend to participate by (check one):

\_\_\_\_\_ Online Reverse Auction, pending approval of un-priced proposals.

Contact information for any questions regarding this submission:

\_\_\_\_\_

\_\_\_\_\_ (company name) understands that we only have one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the project is 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 Public Works 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.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

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

**\*FORM B\***

***Proposal Form***

**HOT MIX 12 MOS SUPPLY**

**Bid # 2021-014PW**

The undersigned proposes to furnish Twelve (12) months of Hot Mix supply on an as needed basis, 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.



PRODUCTS	YES OR NO
Hot Bituminous Pavement Surface Mix - Pickup	
Hot Bituminous Pavement Surface Mix - Delivered	
Hot Bituminous Pavement Binder Mix - Pickup	
Hot Bituminous Pavement Binder Mix - Delivered	



Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Title: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please mark yes or no.....REQUIRED**

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**I will require technical assistance during the reverse auction process for the submission of my bid. This will require me to contact PH Bidding Group at least 48 hours prior to the start of the reverse auction.**



**VIII. PHASE TWO REQUIREMENTS****(For Information Purposes Only)**

- Once Phase One (Un-priced technical proposals) of this project is completed, bidders who are invited and intend to participate in Phase Two (Priced Bids) shall provide a Certificate of Insurance of \$1,000,000 general liability bid surety in the form of a Bid Bond, Cashier's Check or Certified Check payable to the City of Tupelo in the amount of \$500.00.
- Sureties in the form of Bid Bonds shall be issued from a reliable surety company, licensed to do business in the State Mississippi and acceptable to the City of Tupelo. Surety is to be forfeited to the City if the bidder withdraws their bid or fails to accept the award.
- Bid surety must be received by the City of Tupelo before the bidder will be given the password required to submit priced bids. In the case of paper bids, surety must be received by the City of Tupelo before the envelope will be opened. Further information regarding submission of the bid surety will be provided in the invitation to provide priced bids.
- Unsuccessful bidders shall receive a full refund of the bid surety or a notice to cancel the bond. Refund of bid surety to the successful bidder shall be contingent upon contract execution.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director  
**DATE:** June 03, 2021  
**SUBJECT:** IN THE MATTER OF REQUEST FOR APPROVAL TO REMOVE ITEMS FROM ASSETS AND SURPLUS AT AUCTION - CW

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**Request:**

Request for approval to remove items from assets and surplus at auction –

Asset 4313 Mower-Ferris BC15691 S/N 2016325547 VEH MO3

Asset 3254 Fuel Manager System – Old Pedestal BC 14941 S/N 9370

Asset G04064 Manitwok JB0802A/C970 Ice Machine and Bin BC 13436 S/N 960764765/970120079

No longer in use – Need repairs or has been replaced with newer equipment



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, May 4, 2021

The Tupelo Convention & Visitors Bureau met Tuesday, May 4, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Chauncey Godwin, Stephanie Browning, and Steven Blaylock joined by phone. Tupelo CVB staff members present were Jennie Bradford Curlee, Jan Pannell, and Stephanie Moody-Coomer. Nettie Davis represented the City of Tupelo.

Neal McCoy called the meeting to order at 2:02 p.m.

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

Chauncey Godwin submitted the minutes for approval from the board meeting held in April, 2021. Leslie Nabors seconded approval of the minutes. All voting aye, the motion carried.

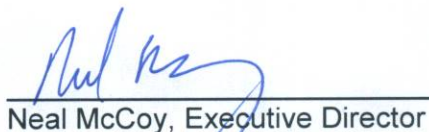
Neal McCoy presented the financial report.

Jan Pannell, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

The meeting adjourned at 2:42 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Neal McCoy, Executive Director



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, June 1, 2021

The Tupelo Convention & Visitors Bureau met Tuesday, June 1, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Chauncey Godwin, Leslie Nabors, Gwendolyn Hudson, and Steven Blaylock joined by phone. Tupelo CVB staff members present were Kylie Boring, Brian Rucker, Courtney Holcomb and Stephanie Moody-Coomer. Nettie Davis and Kim Hanna represented the City of Tupelo.

Neal McCoy called the meeting to order at 2:04 p.m.

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

The wrong minutes were provided in the packet for board approval. The mistake was noted and May and June minutes will be presented at the July meeting for approval.

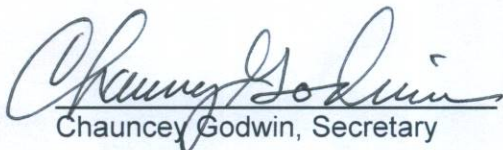
Kim Hanna presented the financial report.

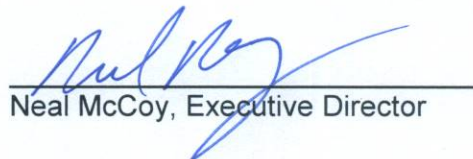
Brian Rucker, Kylie Boring and Stephanie Moody-Coomer presented staff reports.

Stephanie Browning moved, Chauncey Godwin seconded that a contract for \$49,500 with Sports Facilities Advisory, LLC to conduct a feasibility study on a multi-use sports facility be approved. All voting aye, the motion carried.

The meeting adjourned at 3:02 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Neal McCoy, Executive Director

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# MEMO

DATE 06/11/21  
FROM: Mayor Jason Shelton  
TO: City Council  
SUBJECT: Interim Police Chief



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IN THE MATTER OF APPROVAL OF DEPUTY CHIEF JACKIE M. CLAYTON AS  
INTERIM POLICE CHIEF EFFECTIVE JULY 1, 2021.

---

# Jackie M. Clayton

---

<b>Objective</b>	To serve the citizens of Tupelo, Mississippi in the capacity of Interim Chief of Police
<b>Summary of Work Experience</b>	1979 – 2021 Tupelo Police Department
	1979 – 1986 Patrol Officer
	1986 – 1992 Traffic Division
	1988 – 1992 Commander of the Traffic Division
	1990 Promoted to Lieutenant (Traffic Division)
	1992 Transferred to Patrol Division
	1994 Promoted to Shift Captain
	2005 Chief Chaffin assigned me as the Assistant to the Major of Patrol
	2005 (Oct.) Promoted to Major of Patrol (Operations)
	2011 to 2013 – Served as Major of Operations. Administrator duties consist of Patrol, Criminal Investigations, and Narcotics division.
	2013 to 2019 – Continued as Major of Operations. Administrator duties consist of Patrol, Narcotics, Crime Lab and civilian personnel.
	2019 – Promoted to Deputy Chief of Operations.
	2019 to Present – Deputy Chief of Operations - Administrative duties continue to be the same as Major but administrative duties expanded to Criminal Investigations. I directly supervised four division Captains who supervise approximately 80% of Tupelo police and civilian personnel.

**While serving in the Tupelo Police Department, other duties that I have been assigned responsibility for include:**

- Served as chairman of the Tupelo Traffic Committee from 1988-1992
- Taught at the North Mississippi Training Academy basic classes from 1992 to 2000
- Press and media releases – 2005 to present
- Taught ethics at the North Mississippi Training Academy to the Reserve and Jr Police Academy classes 2010-2012
- Attending and speaking at Tupelo Neighborhood Association meetings.
- Represented the Chief of Police on various occasions at Tupelo City council meetings 2005 – present. (Last 3 Chiefs)
- Represented the Chief of Police at various Department Head meetings 2005 – present.
- Work closely with Mayor, city council members, and all city Department Heads in police matters – 2005 – present.

**OTHER ACCOMPLISHMENTS**

Assigned by the Chief of Police in 1998 to develop the 1<sup>st</sup> Field Training Officer (F.T.O.) Program. This program has evolved and changed over the years, but the basic core model is still in use.

Assigned by the Chief of Police in 1998 to develop the 1<sup>st</sup> police related evaluation program used by the police department. This program has evolved and changed over the years, but the basic core model is still in use.

Assigned by the Chief of Police in 2016 to a task group whose mission was to develop a fair and impartial system of hiring personnel. This task was accomplished and approved by the cities legal department/Mayor. It has been in use for the last five years.

Assigned by Chief of Police in 2016 to help develop an impartial system of promoting within the Tupelo Police Department. This task was accomplished and approved by the cities legal department/Mayor. I currently still serve in both of these capacities.

I have a good personal relationship with Lee Co. Sheriff Jim Johnson and his staff along with federal, state and local law enforcement officials to include area Sheriff Departments, Chiefs of Police, FBI, DEA, ATF, ABC, MBN, MBI and Homeland Security etc.

2018 to present – have personally interviewed all employees in the Tupelo police department (no administration) in order to develop their individual career goals.

I have been a member of and currently in good standing with the Joint Terrorism Task Force (established by the FBI) since 2014.

I have been in numerous meetings with Chief Aguirre to obtain an understanding of his future vision for the police department in training, promotions, public awareness, and general attitude. I have attended meetings concerning the police budget at various times since 2005.

### **Education**

1974 Graduate of Pontotoc High School

1978 Graduate of the University of Mississippi with a B.P.A. degree in Criminal Justice

1984 Graduate of Jackson Police Department Training Academy

### **Professional Memberships**

I served on the National Board of Minimum Standards on Accreditation for Law Enforcement in 1993, Washington, D.C.

Member of the FBI National Academy Associates and MS Chapter since 1998

Member of MS LEAPS (Peer Group)

Member of the IACP (International Association of Chiefs of Police)

### **Leadership Training**

Graduate of CDF Community Leadership Institute Class 2002-2003

1998 Graduate of FBI National Academy, Quantico, VA session #192.

Graduate of the Mississippi Command College (University of Mississippi) 2012

Attended FBINAA national conference on leadership 2007-2009, 2014 – 2017.

Seven Habits for Highly Effective People – Franklin Covey

Seven Habits for Law Enforcement – Franklin Covey



Interacting with the Public in a Positive Way – Community Oriented Policing Services, U. S. Dept. of Justice

Threat and Risk Assessment – Dept. of Homeland Security

**Other Training**

Developing Relations in Diverse Communities

Police Management Liability

Human and Race Relations

Common Sense Supervision

Managing Early Warning Systems

Critical Incident Management

Performance Based Interviewing

Establishing Employee Accountability

LE Guide to Arabic Culture, Islam, & Name Analysis

DEA training, Critical Incidents, Police Civil Liability, Lawsuit Risk Avoidance

Completed "Ignite" leadership course

**Volunteer Experience**

Member of the North Mississippi Medical Center "CISM" Volunteer Group

Tupelo Animal Shelter

Red Cross

Former member of the Tupelo Luncheon Civitan Club

Boy Scouts of America

**Recognitions and Awards**

"Supervisor of the Year" Award---2004

Received recognition for services from the following organizations:

March of Dimes – Walk America – United Blood Services of MS

Elvis Presley Tour Groups

**Hobbies and  
Interests**

Physical Fitness; Running with the Basic Police Cadet classes; gardening, traveling, and spending time with my family.

**Personal**

I am actively involved at Northeast Church of Christ where I currently serve as one of four church appointed elders since 2006. I am an active teacher for High School, College and Adult Classes as well as an occasional song leader.

My wife Karen and I have lived in Tupelo since 1978. We have two married sons, one daughter, and four grandchildren. It has been my pleasure to serve the city of Tupelo in the police department since August of 1979. If approved, I would be honored to serve as Interim Chief of Police.