

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 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, September 20, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Buddy Palmer called on Mr. Robert Cook, 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 Beard moved, seconded by Council Member Palmer, to approve the agenda and agenda order, with the following additions:

ADD:

Item #32

IN THE MATTER OF APPOINTMENT OF JESSICA HOLLINGER TO THE COLLISEUM COMMISSION

Item #33

IN THE MATTER OF APPROVAL OF PROPOSAL FOR PROFESSIONAL SERVICES FOR THE ELVIS BIRTHPLACE MUSEUM BUS TURNAROUND AND PARKING IMPROVEMENTS

The vote was unanimous to make the changes to the agenda.

IN THE MATTER OF CONSTITUTION DAY PROCLAMATION

Mayor Todd Jordan presented a proclamation to Mrs. Pat Miller and Mrs. Sarah Harris proclaiming the week of September 17-23, 2022, Constitution Week. APPENDIX A

IN THE MATTER OF COMMENDATION FOR POLICE OFFICERS

Police Chief John Quaka presented commendations to Police Officer Josh Miller and Police Office Cameron Jones for a job well done in rescuing a citizen from an attempted suicide. APPENDIX B

Police Chief John Quaka recognized 8 officers in their participation of a potentially catastrophic event when an individual stole an airplane from the Tupelo Regional Airport and threatened to crash. The officers receiving the commendation were: Sgt. Walter Wilkerson, Officer Charles Harvey, Capt. Brett Moyer, Detective Wes Kloak, Detective L'Brien Miller, Sgt. Cassidy Jumper, Cpt Alan Chavers and Sgt. Michael Bowens. APPENDIX C

Police Chief John Quaka, presented a commendation to Officer Shelby Burnley for his quick action in identifying and apprehending a suspect in a robbery at Murphy's Fuel Station on West Main Street.

APPENDIX D

PUBLIC RECOGNITION

Council Member Nettie Davis thanked all involved for their support for the recent AKA meeting held in Tupelo.

Council Member Travis Beard congratulated Buddy Palmer in his re-election to the Tombigbee Electric Power Association Board. He thanked Marcus Gary for his hard work in the Mill Village neighborhood, after receiving a call from a citizen. He also thanked Alan Chavers, with the Tupelo Police Department, on a job well done at a recent neighborhood meeting he attended.

Council Member Buddy Palmer gave a shout out to John Knight and the hard work that went into the 'Run for Your Prostate' event last weekend.

Council Member Janet Gaston thanked Martin Herman for all the hard work he put into the pickleball tournament last weekend. There were 142 participants from several states.

MAYOR'S REMARKS

Mayor Todd Jordan thanked Alex Farned and others involved in the events of last weekend - Run for Your Prostate, 2022 Alzheimer's Walk at Ballard Park and the Touch-A-Truck event. He also thanked everyone for their kind words, calls and condolences on the passing of his Mother.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak at the public hearing for the following properties on the final lot mowing list:

Parcel	Location
113E0602300	S MADISON ST
101H0123900	100 ANDREW CIR
101G0111000	2020 LAWNSDALE DR
077Q3623300	213 ENOCH AVE
089N3103600	903 W MAIN ST
077D2500300	1601 JOYNER AVE
101C0104000	1002 LAWNSDALE DR
101D0106100	1103 LAWNSDALE DR
101C0101100	1208 HARRISON ST EXT
101C0102800	1206 QUEENSGATE DR
101C0102400	1201 HARRISON ST
101C0103700	1205 QUEENSGATE DR
101D0123400	1301 LAWNSDALE DR
101B0213000	418 LAKEVIEW DR

101B0213200	414 LAKEVIEW DR
089J3132100	321 RILEY ST
077R3613901	308 LAWNDALE DR
113E0614101	931 S GLOSTER ST
084N1904600	1720 N GLOSTER ST
077Q3617700	1603 W MAIN ST
112A0412800	912 HILL-N-DALE DR
089F3004701	WALKER ST
089F3008400	638 N CHURCH ST
077P3518700	2308 TORREY

CITIZEN HEARING

KENNETH MILLER

Mr. Kenneth Miller addressed the Council concerning a drainage issue at his home.

ACTION AGENDA

IN THE MATTER OF COMPREHENSIVE DEVELOPMENT CODE UPDATE APPLICATION TA22-03 (MOVED FROM STUDY AGENDA OF SEPTEMBER 6, 2022)

Council Member Beard moved, seconded by Council Member Palmer, to table the issue at hand. The vote was unanimous.

IN THE MATTER OF REZONING APPLICATION RZ22-03 (MOVED FROM STUDY AGENDA OF SEPTEMBER 6, 2022)

Council Member Gaston moved, seconded by Council Member Beard, to table the issue at hand. The vote was unanimous.

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF SEPTEMBER 6, 2022 REGULAR MEETING MINUTES AND SEPTEMBER 13, 2022 SPECIAL CALLED MINUTES

Council Member Davis moved, seconded by Council Member Palmer, to approve the minutes of the regular meeting held on September 6, 2022, and the special called meeting held on September 13, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

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. The vote was unanimous in favor. It was then brought to the attention of the Council that a second item was left off the list. Council Member Davis, seconded by Council Member Jones, moved to amend the motion to include the additional item. The vote was unanimous in favor and the updated list is attached to these minutes as APPENDIX F.

IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2022

Council Member Mims moved, seconded by Council Member Beard, to approve budget amendment #9 for FY 2022. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF FIRE & POLICE RETIREMENT RESOLUTION 2023

Council Member Palmer moved, seconded by Council Member Jones, to approve the "Resolution of the City Council of the City of Tupelo, Mississippi, Authorizing and Directing There Be A Three Percent (3%) Increase in the Benefits for All Members and Beneficiaries Receiving Retired Relief or Disability Relief Benefits from the Firemen's And Policemen's Disability and Relief Fund", giving those members a 3% increase. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF FY 2023 PETTY CASH ACCOUNTS

Council Member Beard moved, seconded by Council Member Davis, to approve the Petty Cash Accounts for FY2023 as submitted. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING

Council Member Mims moved, seconded by Council Member Palmer, 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. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID 2022-020PW – SIDEWALK CONNECTIVITY AT EXISTING RAILROAD CROSSINGS (FEDERAL AID PROJECT NO. STP-0430-00(040) LPA 107362-701000)

Bids were received for Bid # 2022-020PW - Sidewalk Connectivity at Existing Railroad Crossings (Federal Aid Project No. STP-0430-00(040)LPA 107362-701000) at the June 21, 2022 Council meeting with the contracts to be ratified at a later date. The contracts have now been executed and Dennis Bonds, City Engineer, has requested that the contracts be ratified. Council Member Beard moved, seconded by Council Member Davis, to ratify the contracts. The vote was unanimous in favor and a copy of the executed contracts are attached to these minutes as APPENDIX K.

IN THE MATTER OF AMENDMENT TO POLICE ADVISORY BOARD ORDINANCE ESTABLISHING REQUIRED ATTENDANCE OF MEETINGS

Council Member Davis moved, seconded by Council Member Jones, to approve the 'ORDINANCE TO AMEND SECTION 2-268 OF THE CITY OF TUPELO CODE OF ORDINANCES CONCERNING

THE REQUIRED ATTENDANCE FOR MEMBERS OF THE CITIZEN'S POLICE ADVISORY BOARD '. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF APPOINTMENT OF BOB BAUGHN TO THE POLICE ADVISORY BOARD AS THE MAYOR'S APPOINTEE EFFECTIVE 9-20-2022

Council Member Beard moved, seconded by Council member Gaston, to approve the Mayor's appointment of Bob Baughn to the Police Advisory Board for a 3 year term effective 9-20-2022. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF TRANSFER OF MAYOR APPOINTEE TO WARD APPOINTEE FOR POLICE ADVISORY BOARD

Council Member Davis moved, seconded by Council member Beard, to approve the transfer of Bridgette Wilson from the Mayor's appointment to the Ward 4 appointment on the Police Advisory Board. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPOINTMENT OF JACKIE CLAYTON TO POLICE ADVISORY BOARD AS MAYORAL APPOINTEE

Council Member Palmer moved, seconded by Council Member Davis, to approve the Mayor's appointment of Jackie Clayton to the Police Advisory Board for a 3 year term effective 9-20-2022. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF AWARD OF BID 2022-032PD - NINE FORD EXPLORER POLICE UNIT UPFIT PACKAGES

Rescinded 11-1-2022

Bids were received for bid # 2022-032PD - Nine Ford Explorer Police Unite Upfit Packages. One bid was received from Cannon Chevrolet Nissan, in the amount of \$110,550.00. Council Member Beard moved, seconded by Council Member Palmer, to find the single bid commercially reasonable and award the bid to Cannon Chevrolet Nissan. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF CONTRACT APPROVAL FOR THE PROFESSIONAL SERVICES OF THE ENDVILLE ROAD SAFETY IMPROVEMENTS PROJECT NO. DC NO. 2226-01

Council Member Mims moved, seconded by Council Member Gaston, to approve the contract for professional services of the Endville Road Safety Improvements Project DC No. 2226-01 with Dabbscorp in the amount of \$162,500.00, and authorize the Mayor and City Clerk to sign on behalf of the City, subject to subsequent ratification. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF RATIFICATION OF CONTRACT FOR CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT REBID PROJECT - BID NO. 2022-030PW

Bids were approved for Bid # 2022-030PW - Clark Place Drainage - Arch Pipe Replacement Rebid Project at the September 6, 2022 Council meeting with the contracts to be ratified at a later date. The

contracts have now been executed and the executed contracts have been presented for ratification. Council Member Palmer moved, seconded by Council Member Beard, to ratify the contracts. The vote was unanimous in favor and a copy of the executed contracts are attached to these minutes as APPENDIX R.

IN THE MATTER OF APPROVAL OF CVB BOARD MINUTES OF SEPTEMBER 6, 2022

Council Member Davis moved, seconded by Council Member Beard, to approve the Convention and Visitors Bureau minutes of the September 6, 2022, meeting. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF THE RATIFICATION OF THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND TUPELO POLICE DEPARTMENT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM 2022

The City Council previously approved the Memorandum of Understanding between the Tupelo Public School District and the Tupelo Police Department regarding the school resource officer program at the August 11, 2022 meeting. The Tupelo Public School District requested a change to Section IX., Subsection 39. After legal review, Assistant City Attorney Stephen Reed requested that the MOU be ratified, as follows:

“TPD currently provides eight (8) SRO officers and the SLS to TPSD. To help defray the costs to TPD of the SRO program, TPSD will provide annually the sum of \$205,966.37, one-half payable beginning July 1, 2022 and one-half payable December 31, 2022, and thereafter on said dates. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce, or expand the parties’ obligations.”

Council Member Beard moved, seconded by Council Member Davis, to ratify the MOU with the Tupelo Public School District. APPENDIX T

IN THE MATTER OF REAPPOINTMENT OF WESLEY WELLS TO TUPELO HOUSING AUTHORITY BOARD

Council Member Davis moved, seconded by Council Member Jones, to re-appoint Wesley Wells for a 5-year term on the Tupelo Housing Authority Board. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF REAPPOINTMENT OF REED HILLEN TO TUPELO REDEVELOPMENT AGENCY

Council Member Gaston moved, seconded by Council Member Beard, to re-appoint Reed Hillen, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF REAPPOINTMENT OF CHERYL RAINEY TO TUPELO REDEVELOPMENT AGENCY

Council Member Beard moved, seconded by Council Member Palmer, to re-appoint Cheryl Rainey, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX W

IN THE MATTER OF REAPPOINTMENT OF SHANE HOMAN TO TUPELO REDEVELOPMENT AGENCY

Council Member Beard moved, seconded by Council Member Palmer, to re-appoint Shane Homan, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX X

IN THE MATTER OF APPOINTMENT OF BRANNON KAHLSTORF TO TUPELO REDEVELOPMENT AGENCY

Council Member Palmer moved, seconded by Council Member Gaston, to appoint Brannon Kahlstorf, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX Y

IN THE MATTER OF APPOINTMENT OF BENTLEY NOLAN TO TUPELO REDEVELOPMENT AGENCY

Council Member Beard moved, seconded by Council Member Palmer, to appoint Bentley Nolan, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX Z

IN THE MATTER OF APPOINTMENT OF JESSICA HOLLINGER TO THE COLISEUM COMMISSION

Council Member Davis moved, seconded by Council Member Beard, to appoint Jessica Hollinger, for a 4-year term, to the Coliseum Commission, effective 9-21-2022. The vote was unanimous in favor. APPENDIX AA

IN THE MATTER OF APPROVAL OF PROPOSAL FOR PROFESSIONAL SERVICES FOR ELVIS BIRTHPLACE MUSEUM BUS TURNAROUND AND PARKING IMPROVEMENTS

Council member Palmer moved, seconded by Council Member Jones, to approve the proposal for professional services for Elvis Birthplace Museum bus turnaround and parking improvements with Haizlipstudio in the amount of \$3,500.00. The vote was unanimous in favor. APPENDIX BB

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Gaston, to determine the need for an executive session. Attorney Ben Logan said the session will be for the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor at 6:40 p.m.

Council Member Palmer moved, seconded by Council Member Davis, to close the regular session and enter executive session for discussion of the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Davis moved, seconded by Council Member Beard to return to the regular meeting at 7:23 p.m. The vote was unanimous in favor.

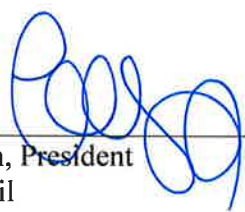
IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 216 AND 218 NORTH SPRING STREET, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Council Member Mims moved, seconded by Council member Davis, to approve an 'ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 216 AND 218 NORTH SPRING STREET, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI. This Order authorizes negotiation and gives the Mayor and City Clerk the authority to sign all legal documents, subsequent to ratification by the Council. The vote was unanimous in favor. APPENDIX CC

ADJOURNMENT

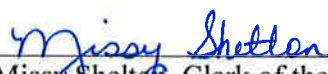
There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Jones, to adjourn the meeting. The vote was unanimous in favor.

This the 20th day of September, 2022.



Lynn Bryan, President
City Council

ATTEST:



Missy Shelton, Clerk of the Council



Todd Jordan, Mayor

10-5-2022

Date



OFFICE OF THE MAYOR
CONSTITUTION WEEK
PROCLAMATION

WHEREAS, September 17, 2022, marks the 235th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

WHEREAS, Public Law, 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through September 23rd as Constitution Week.

NOW THEREFORE, be it resolved that, I, Todd Jordan, Mayor of the City of Tupelo, Mississippi, do hereby proclaim the week of September 17th through September 23rd, 2022, as

CONSTITUTION WEEK

in Tupelo, Mississippi, and encourage all citizens to reaffirm the ideals of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 17th day of September 2022.

 Todd Jordan, Mayor

ATTEST:

 Kim Hanna, City Clerk

 Patricia L. Miller, Regent
 Daughters of the American Revolution
 Mary Stuart Chapter

 Sarah Bell Harris,
 Mary Stuart Chapter, NSDAR
 Constitution Committee



**TUPELO POLICE DEPT
400 FRONT ST.
Tupelo, MS**



Captain Marty E. Mask
Tupelo Police Department
Tupelo, MS 38804
September 06, 2022

To: Major Chuck McDougald

Re: Commendation for Officers-Welfare concern

I would like to submit this letter of commendation to recognize Officer Josh Miller and Officer Cameron Jones. Their quick actions and verbal skills allowed them to change the course of an otherwise fateful incident.

On September 5, 2022, Officers Miller and Jones responded to a call of a male subject sitting on the Southern Heights bridge over MS Hwy 6. Officer Miller made contact with Mark Lockhart and engaged him in conversation. During this time Officer Jones was able to get into position, and ultimately was able to get his arms around Mr. Lockhart and lift him off the ledge. There were no injuries to officer or Mr. Lockhart. Medics were called due to his telling the officers he was having marital problems and was just wanting it to be over. During the wait for medics officers continued to reassure him that help was available and he would be ok.

I would like to commend these two officer on a job well done. Their actions reflect on our department as to who we are and the professional qualities our officers possess.

Respectfully,
Captain Marty Mask



TUPELO POLICE DEPARTMENT

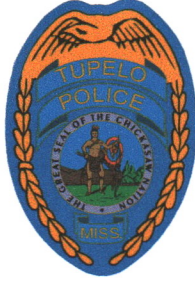
400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Sgt. Walter Wilkerson during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Sgt. Wilkerson was the acting shift commander for the patrol shift that was on duty at the time Lee County Dispatch made officers aware of the threat. Sgt. Wilkerson was able to organize the evacuation of Wal-Mart and surrounding areas. Should the worst have occurred that day, Sgt. Wilkerson would have been responsible to saving hundreds of lives. Due to Sgt. Wilkerson's actions, the correct personnel were summoned to the scene and a peaceful resolution resulted.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read 'P. Hendrix'.



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Officer Charles Harvey during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Officer Harvey was one of several officers who responded to the initial threat. Officer Harvey utilized his training as a Crisis Intervention Team Officer and made contact with the suspect by phone. Upon my arrival to the scene, Officer Harvey was attempting to talk the suspect down as department negotiators were preparing to make contact with the suspect. Through Officer Harvey's actions we were able to gather initial information about the suspect and his actions.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read "P. Hendrix".



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Capt. Brett Moyer during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Capt. Moyer, who was the shift commander for the oncoming patrol shift, was able to relay information to patrol officers and quickly dispatched officers to major intersections and vital thoroughfares to have them shut down. His actions prepared the City of Tupelo for the worst but helped to insure the safety of citizens and all those involved.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read "P. Hendrix".



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Det. Wes Kloac during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Det. Kloac, after learning of the incident, responded to assist without being asked. Upon arrival, Det. Kloac spoke with the suspect's family to gather important information to be relayed to department negotiators. Due to the suspects air speed, communication by cellphone with the suspect was difficult. At one point, Det. Kloac found himself negotiating with the suspect. Although not a department negotiator, Det. Kloac used his experience and CIT training to aid in the negotiating. Det. Kloac was one of many officers who went above and beyond the call of duty that day, but I feel that his actions, along with others, directly resulted in the incident ending peacefully.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read 'P. Hendrix'.



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Det. L'Brien Miller during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Det. Miller responded to the scene and immediately assisted in evacuating neighborhoods around Wal-Mart. Det. Miller then responded to the Command Post located at the Tupelo Police Department. Det. Miller, working with other detectives, was able to gather information about the suspect and the situation at hand to be relayed to units on the ground at the Tupelo Regional Airport. As soon as the suspect grounded the plane, Det. Miller was able to have affidavits and warrants signed for the suspect's arrest insuring that he would be held for pending federal charges.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read 'P. Hendrix'.



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Sgt. Cassidy Jumper during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Sgt. Jumper was called to the scene to act as a negotiator with the suspect. Sgt. Jumper, while acting as a negotiator, also alerted the Criminal Investigation Division to respond to the scene. Sgt. Jumper was the first negotiator to speak with the suspect and was able to gather vital information to be passed to other officers on scene. The department's actions that day were an example of team work and quick thinking not only between multiple divisions but also multiple agencies. While a good job was done by all that day, I believe that Sgt. Jumper's actions stood out and that he should be recognized for his hard work.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read "P. Hendrix".



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Cpl. Alan Chavers during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Cpl. Chavers, serving as one of the department's negotiators, was able to use his skills as a veteran negotiator to speak with the suspect. After the suspect had grounded the airplane, Cpl. Chavers relayed information to the suspect and responding law enforcement agencies insuring that the suspect was taken into custody peacefully.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read "P. Hendrix".



TUPELO POLICE DEPARTMENT

400 N. Front Street, Tupelo, MS 38801 • Office 662-841-6498 • Fax 662-841-6555

Gentlemen,

I would like acknowledge the actions of Sgt. Michael Bowens during a potentially catastrophic event that occurred on September 3rd 2022. On this day, an individual stole a Beechcraft C90 twin engine airplane and advised that he was going to crash the plane into Wal-Mart on West Main Street in Tupelo, MS. Sgt. Bowens was a supervisor for the oncoming patrol shift on that day. Sgt. Bowens, who also serves as a department negotiator, simultaneously saw that patrol officers responded to the scene to assist and also aided negotiators in gathering information about the suspect and the situation at hand. Although many law enforcement officers and agencies worked together that day I feel that, through his skills as a veteran hostage negotiator and quick thinking, Sgt. Bowens helped bring the situation to a peaceful resolution.

Thank You,
Lt. Paul Hendrix

A handwritten signature in blue ink, appearing to read 'P. Hendrix'.

Major McDougald,

On August 15, 2022 Baker Shift received a call for service from Lee County E-911 at Theron Nichols Park where two subjects had been shot with a firearm. While Officer Burnley was responding to the scene he observed a vehicle matching the description of the suspects' vehicle that had been provided by a witness/caller to E-911. Officer Burnley stopped the vehicle and ultimately the violent offenders were arrested for aggravated assault.

On September 13, 2022 Baker Shift received a call to service from Lee County E-911 at Murphy's Fuel Station on West Main Street regarding a armed robbery. E-911 also provided a suspect's description that was confirmed by Officer Chris Forrester when he arrived on scene. Officer Burnley responded to the area that the suspect fled towards and located the suspect. He detained and ultimately arrested the offender for armed robbery.

Officer Burnley's attention to detail, skills and professionalism led to the peaceful arrests of two violent offenders. These two outcomes are prime examples of Officer Burnley carrying out the mission of the Tupelo Police Department: "To protect all people within the boundaries of the City of Tupelo and to uphold the Constitutions of the State of Mississippi and of the United States of America." It is for these two reasons that I would like to formally commend Officer Burnley for his outstanding police work.

Respectfully,

*Sgt. Walter Wilkerson
Baker-02*

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

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-412608-412619; 412620-412931 50001805-50001822

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: September 20, 2022
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

NAACP	\$50.00	Ad for the NAACP Freedom Banquet
Various Vendors	\$1,000.00	The Haven Acres Festival (not to exceed amount listed)

City of Tupelo
Fy 2022 Budget Revision #9

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 2022 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,377,577		7,377,577
Licenses & Permits	1,180,000		1,180,000
Intergovernmental Revenues	33,878,278	44,000	33,922,278
Charges for Services	577,000		577,000
Fines & Forfeits	725,000		725,000
Interest Income & Misc. Revenues	801,260		801,260
Other Financing Resources	232,341		232,341
Unreserved Fund Balance	7,051,263	-	7,051,263
Total General Fund Revenues	51,822,719	44,000	51,866,719

Purpose: To use State Fire Insurance rebate funds for fire fighting gear.
To use Intergovernmental Revenues to fund unexpected expenditures.

Expenditures:

City Council

Personnel	298,006		298,006
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
Total City Council	509,656	-	509,656

Purpose:

Executive Dept.

Personnel	883,082		883,082
Supplies	30,000		30,000
Other Services & Charges	282,975		282,975
Capital	-	-	-
Total Executive Dept.	1,196,057	-	1,196,057

Purpose:

City Court

Personnel	932,312		932,312
Supplies	31,600		31,600
Other Services & Charges	109,722		109,722
Capital	-	-	-
Total City Court	1,073,634	-	1,073,634

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Finance Department</u>			
Personnel	832,473		832,473
Supplies	22,150		22,150
Other Services & Charges	568,860		568,860
Capital	297,149	-	297,149
Total Finance Department	1,720,632	-	1,720,632

Purpose:

<u>CVB</u>			
Personnel	150,267	-	150,267
Total CVB Expenditures	150,267	-	150,267

Purpose:

<u>Human Resources</u>			
Personnel	303,560		303,560
Supplies	4,100		4,100
Other Services & Charges	119,946		119,946
Capital	-	-	-
Total Human Resources	427,606	-	427,606

Purpose:

<u>Development Services</u>			
Personnel	1,534,682		1,534,682
Supplies	44,000	(4,000)	40,000
Other Services & Charges	88,421	4,000	92,421
Capital	-	-	-
Total Development Services	1,667,103	-	1,667,103

Purpose: To transfer supply funds to services for training expenditures.

<u>Police Dept</u>			
Personnel	9,330,358		9,330,358
Supplies	718,000		718,000
Other Services & Charges	1,598,517		1,598,517
Capital	288,187	-	288,187
Total Police Dept.	11,935,062	-	11,935,062

Purpose:

<u>Fire Dept</u>			
Personnel	6,671,082		6,671,082
Supplies	359,650	39,000	398,650
Other Services & Charges	280,489		280,489
Capital	20,000	-	20,000
Total Fire Dept.	7,331,221	39,000	7,370,221

Purpose: To amend the original budget for necessary fire fighting gear.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,116,807		3,116,807
Supplies	363,100		363,100
Other Services & Charges	2,398,308		2,398,308
Capital	17,000	-	17,000
Total Public Works	5,895,215	-	5,895,215
Purpose:			
<u>Parks & Recreation</u>			
Personnel	2,168,423		2,168,423
Supplies	416,000		416,000
Other Services & Charges	1,131,362		1,131,362
Capital	21,450	-	21,450
Total Parks & Rec	3,737,235	-	3,737,235
Purpose:			
<u>Aquatics Facility</u>			
Personnel	463,017		463,017
Supplies	103,500		103,500
Other Services & Charges	431,000	5,000	436,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,007,517	5,000	1,012,517
Purpose: To amend the services for unexpected utility cost.			
<u>Museum</u>			
Personnel	132,652		132,652
Supplies	9,000		9,000
Other Services & Charges	45,350		45,350
Capital	7,850	-	7,850
Total Museum	194,852	-	194,852
Purpose:			
Community Services	1,198,904	-	1,198,904
Purpose:			
Debt Service	3,667,862	-	3,667,862
Purpose:			
Other Financing Uses	10,109,896	-	10,109,896
Purpose:			
Reserves	-	-	-
Total General Fund Expenditures	51,822,719	44,000	51,866,719

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	920,000		920,000
Transfer from Other Funds	8,014,354	25,000	8,039,354
Donations	85,000		85,000
Bond Proceeds	-		-
Unreserved Fund Balance	12,444,937	-	12,444,937
Total Revenues	21,464,291	25,000	21,489,291
Expenditures			
Other Services & Charges			
Maintenance Projects	174,654		174,654
Street Overlay	7,428,049		7,428,049
Neighborhood Revitalization	1,265,415		1,265,415
Beautification/Community Projects	15,825		15,825
Contingencies/Grant Matches	100,000	-	100,000
Total Other Services & Charges	8,983,943	-	8,983,943
Capital			
Infrastructure Improvements	6,791,720		6,791,720
Purchase of property	162,930		162,930
Equipment	618,051	25,000	643,051
Building Improvements	2,985,269		2,985,269
Park Improvements	1,138,333		1,138,333
Vehicles	258,131		258,131
Police Vehicles/Equipment	396,919		396,919
Fire Equipment/Trucks	128,995		128,995
Contingencies(Grant Matches)	-	-	-
Total Capital	12,480,348	25,000	12,505,348
Other Financing Uses	-	-	-
Total Expenditures	21,464,291	25,000	21,489,291

Purpose: Increase budget for signage to be funded through the CVB.

Fund 102
Tourism Fund

Revenues			
Intergovernmental Revenues	4,582,745		4,582,745
Interest & Miscellaneous Income	40,621		40,621
Unreserved Fund Balance	1,150,000	-	1,150,000
Total Revenues	5,773,366	-	5,773,366
Expenditures			
Personnel Services	745,375		745,375
Supplies	16,000		16,000
Other Services & Charges	2,229,388	(25,000)	2,204,388
Capital Outlay	7,500		7,500
Other Financing Uses	2,775,103	25,000	2,800,103
Total Expenditures	5,773,366	-	5,773,366

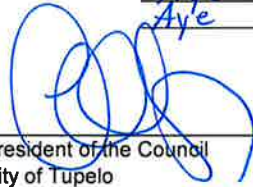
Purpose Move funds from "destination development" to the Capital Fund for signage.

	Budget	Amendment	Budget
Fund 400			
Water & Sewer Fund			
Revenues			
Charges for Services	14,000,000		14,000,000
Interest & Misc. Income	300,000		300,000
SRF Loans	12,150,000		12,150,000
Retained Earnings	4,219,780	-	4,219,780
Total Revenues	30,669,780	-	30,669,780
Expenditures			
Personnel Services	2,726,667		2,726,667
Supplies	606,100	100,000	706,100
Other Services & Charges	4,696,696	500,000	5,196,696
Capital	16,765,548	(600,000)	16,165,548
Total Operating Expenditures	24,795,011	-	24,795,011
Debt Service	988,185	-	988,185
Other Financing Uses	1,257,983	-	1,257,983
Retained Earnings	3,628,601	-	3,628,601
Total Expenses	30,669,780	-	30,669,780
Purpose:			
Fund 402			
Electric Fund			
Revenues			
Charges for Services	58,772,000		58,772,000
Fines & Forfeits	140,000		140,000
Interest & Miscellaneous Income	1,060,000		1,060,000
Retained Earnings	9,150,000	-	9,150,000
Total Revenues	69,122,000	-	69,122,000
Expenditures			
Personnel Services	3,848,884		3,848,884
Supplies	313,500	200,000	513,500
Other Services & Charges	55,441,231		55,441,231
Capital	8,864,154	(200,000)	8,664,154
Debt Service	229,950	-	229,950
Total Operating Expenditures	68,697,719	-	68,697,719
Retained Earnings-Ending	424,281	-	424,281
Total Expenditures	69,122,000	-	69,122,000
Purpose:			

Voting

Councilman Chad Mims	<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 Janet Gaston	<u>Aye</u>
Councilman Rosie Jones	<u>Aye</u>

Approved:



President of the Council
City of Tupelo

Attest:

Missy Shelton
Clerk of the Council

Todd Jordan
Mayor
City of Tupelo

Attest:

Fam Deanna
City Clerk

RESOLUTION**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI AUTHORIZING AND DIRECTING THERE BE A THREE PERCENT (3%) INCREASE IN THE BENEFITS FOR ALL MEMBERS AND BENEFICIARIES RECEIVING RETIRMENT RELIEF OR DISABILITY RELIEF BENEFITS FROM THE FIREMEN'S AND POLICEMEN'S DISABILITY AND RELIEF FUND FOR FISCAL YEAR 2023.**

WHEREAS, the 1996 Regular Session of the Mississippi Legislature enacted Senate Bill No. 3138, local and private legislation (the "Act"); and

WHEREAS, the Act authorizes the City of Tupelo to provide a cost-of-living adjustment to members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund not to exceed five percent (5%) increase in benefits in any one (1) year, provided the Board of Trustees of the Public Employees' Retirement System determines the benefits will not affect detrimentally the actuarial soundness of the system; and

WHEREAS, the Board of Trustees of the Public Employees' Retirement System voted unanimously on October 15, 1996, to accept the certification of actuarial soundness applicable to the payment of a three percent (3%) cost of living adjustment for members and beneficiaries under such fund as authorized by the Act; and

WHEREAS, on October 1, 1996, October 2, 2001, October 1, 2010, September 16, 2014, September 1, 2015, September 20, 2016, October 3, 2017, October 1, 2019, September 1, 2020 and September 7, 2021 the City of Tupelo found it in the best interest of the public health and welfare to authorize increases and benefits to be paid to the members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund; and

WHEREAS, the City of Tupelo finds that at this time it is in the best interest of the public welfare to authorize a three percent (3%) increased benefit to be paid to the members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund.

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

1. The prefatory paragraphs of this Resolution are hereby found and determined to be necessary and in the best interest of the public health and welfare and are incorporated herein.

2. Senate Bill No. 3138 authorizes the City of Tupelo to elect to provide an increase in benefits but does not require it to do so.

3. The governing authorities of the City of Tupelo find and determine that the increase in benefits to the members and beneficiaries receiving retired relief and disability relief benefits from the Firemen's and Policemen's Disability and Relief Fund created under Article 3, Chapter 29, Title 21, Mississippi Code of 1972 (the "Fund"), will not require an increase in the milage rate paid by the citizens of the City of Tupelo and is in the best interest of the public welfare.

4. The City of Tupelo hereby finds that, as of October 1, 2022, there shall be an implementation of a three-percent (3%) increase benefit to all members and beneficiaries receiving retired relief or disability relief benefits from the Fund, which shall be effective as of October 1, 2022.


5. This Resolution shall be forwarded to the Board of Trustees of the Public Employees' Retirement System in Mississippi, and the Mayor and the City Clerk are authorized and directed to take such further measures and to execute such other documents as are necessary to affect the purpose and intent of this resolution.

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:

Council Member Mims	<u>Aye</u>
Council Member L. Bryan	<u>Aye</u>
Council Member Beard	<u>Aye</u>
Council Member Davis	<u>Aye</u>
Council Member Palmer	<u>Aye</u>
Council Member Gaston	<u>Aye</u>
Council Member Jones	<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 this the 20th day of September, 2022.

CITY OF TUPELO, MISSISSIPPI

BY: 

 LYNN BRYAN, Council President

ATTEST:

Missy Shelton

 MISSY SHELTON, Clerk of the Council

APPROVED:



 TODD JORDAN, Mayor

9-21-2022

 DATE



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE September 20, 2022
SUBJECT: IN THE MATTER OF FY 2023 PETTY CASH ACCOUNTS **KH**

Request:

I am requesting the approval of the Petty Cash Account for FY 2023.

ACCOUNTS LISTED:

Dept.	Amount	Responsible
CVB	\$500.00	Valarie Bradley
Parks & Rec	\$150.00	Deana Carlock
Executive Dept	\$200.00	Tiffany May
Museum	\$100.00	Leesha Faulkner
Public Works	\$200.00	Kristeen Rush
Fire Dept	\$300.00	Tracy Bowen
City Court	\$150.00	Rhonda Cole
Narcotics	\$200.00	Tara Webb
Coliseum	\$300.00	Leslie Bailey
Tupelo Water & Light Plant	\$500.00	Pam Blassingame
Police Department	\$500.00	Robert Vail
Water & Light Collections	\$500.00	Carol Botts
Development Services	\$100.00	Jennifer Roberson
Tupelo Aquatics Facility	\$200.00	Amy Kennedy

Final Lot Mowing Report for 9/20/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 43141	113E0602300	S MADISON ST	TUPELO OIL COMPANY INC	837 S MADISON ST	TUPELO, MS 38801	SB
2. 43163	101H0123900	100 ANDREW CIR	BSLNC INC	5115 NORTH LAMAR	AUSTIN, TX 78751	SB
3. 43165	101G0111000	2020 LAWDALE DR	PERKINS MICHAEL & ELIZABETH A	2020 LAWDALE DR	TUPELO, MS 38801	SB
4. 43167	077Q3623300	213 ENOCH AVE	GRAB THE MAP LLC	1013 W MAIN ST	TUPELO, MS 38801	SB
5. 43168	089N3103600	903 W MAIN ST	FIVE TALENTS PROPERTIES OF MS 1 LLC	P O BOX 535	CRESTVIEW, FL 32536	SB
6. 43177	077D2500300	1601 JOYNER AVE	RYDER JERRY & ROBBIE A ORSBORN	1601 JOYNER	TUPELO, MS 38804	SB
7. 43186	101C0104000	1002 LAWDALE DR	SAVING STATION INT'L MINISTRIES	P O BOX 4434	TUPELO, MS 38803	SB 302
8. 43187	101D0106100	1103 LAWDALE DR	DES LLC	P O BOX 423	BELDEN, MS 38826	SB
9. 43188	101C0101100	1208 HARRISON ST EXT	BEAN JIMMY D JR & DEIDRAH R	1208 HARRISON	TUPELO, MS 38801	SB
10. 43189	101C0102800	1206 QUEENSGATE DR	LEDLOW DUSTIN L	1206 QUEENSGATE DR	TUPELO, MS 38801	SB
11. 43190	101C0102400	1201 HARRISON ST	RTODDPROP LLC	2391 N LAURELWOOD LN	TUPELO, MS 38801	SB
12. 43193	101C0103700	1205 QUEENSGATE DR	GREER JIMMY WAYNE	1205 QUEENSGATE	TUPELO, MS 38804	SB

Final Lot Mowing Report for 9/20/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13 43195	101D00123400	1301 LAWNDALE DR	HOPE TRANSPORTATION LLC	P O BOX 3295	TUPELO, MS 38803	SB
14 43215	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
15 43216	101B0213200	414 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	JLS
16 43217	089J3132100	321 RILEY ST	MORGAN PROPERTY INVESTMENTS LLS	5943 PURNELL RD	BELDEN, MS 38826	SB
17 43218	077R3613901	308 LAWNDALE DR	SINGH MANJIT	2059 MODEANNIA DR	TUPELO, MS 38801	SB
18 43219	113E0614101	931 S GLOSTER ST	TOWNHOUSE MOTEL LLC	931 S GLOSTER ST	TUPELO, MS 38801	SB
19 43220	084N1904600	1720 N GLOSTER ST	VICTORY PROPERTIES LLC	730 ALABAMA ST	COLUMBUS, MS 39702	SB
20 43222	077Q3617700	1603 W MAIN ST	SE REAL ESTATE GROUP LLC	5717 E THOMAS RD STE 100	SCOTTSDALE, AZ 85251	SB
21 43240	112A0412800	912 HILL-N- DALE DR	LONG TRACY KING	408 CHESTNUT DRIVE	NEW ALBANY, MS 38652	RS
22 43256	089F3004701	WALKER ST	MAYHORN STEVEN	7863 KENWICK WAY #103	MEMPHIS, TN 38119	SB
23 43258	089F3008400	638 N CHURCH ST	JOHNSON ANTOINETTA	376 ROAD 1	TUPELO, MS 38804	SB
24 43260	077P3518700	2308 TORREY	JENKINS TOMMY & KAREN	2308 TORREY ST	TUPELO, MS 38801	JLS

Final Lot Mowing Report for 9/20/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25 43262	089E3017300	901 N MADISON ST	HODGE HUSHEL	901 N MADISON ST	TUPELO, MS 38804	SB
26 43272	089F3005200	523 W BARNES ST	WALLACE NELVIN B & GLORIA D	970 CHESTERVILLE ROAD	BELDEN, MS 38826	SB
27 43273	089F3005400	527 W BARNES ST	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	SB
28 43275	089F3005300	525 W BARNES ST	HEARTLAND PROPERTIES LLC	1336 PALMETTO	TUPELO, MS 38801	SB
29						
30						
31						
32						304
33						
34						
35						
36						

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR THE CITY OF TUPELO

LOCATED IN THE COUNTY OF LEE

STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency THE CITY OF TUPELO

(hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by Manager, WIN Job Center nearest the project

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the 20 day of September, 2022.

J.M. Duncan, Inc. Contractor(s)

By [Signature]

Title PRESIDENT

Signed and sealed in the presence of: (Names and address of witnesses)

Ronnie Sides 251CR503 Ripley MS 38663

By [Signature] LPA Official

Fain Hancock LPA Clerk

Award authorized by the LPA in session on the ___ day of ___, 20___, as recorded _____

Revised for LPA use 7/15/2009

SECTION 905 - PROPOSAL

Last Edited 07/2018

Date 5-11-22TO: City of Tupelo, Lee County, MS
71 East Troy St., Tupelo, MS 38804Sirs: The following proposal is made on behalf of MATT DUNCAN
of J. M. DUNCAN, INC.

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of Smith Seckman
Reid, Inc, Memphis, Tennessee.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of The City of Tupelo located at 71 E Troy St, Tupelo MS, 38804 prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for five percent (5%) of total bid and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Owner. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Owner to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Owner election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: 5-11-22

J. M. DUNCAN, INC.
Contractor

BY: MATT DUNCAN 

TITLE: PRESIDENT

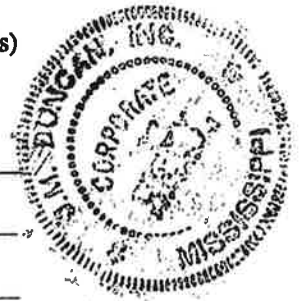
ADDRESS: P.O. Box 1355

CITY: Rapley, MS 38663

PHONE: 662-882-3231

FAX: 662-993-8579

EMAIL: jduncaninc@yahoo.com



SECTION 905 PROPOSAL (Bid Sheet No. 2-1)

PROJECT NUMBER: STP-0430-00(040)LPA 107362-701000
 COUNTY: LEE

PROJECT DESCRIPTION: CITY OF TUPELO - SIDEWALK CONNECTIVITY AT EXISTING RAILROAD CROSSINGS

I (We) agree to complete the entire project within the specified contract time.

*** SPECIAL NOTICE TO BIDDERS ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

Line No.	PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
				EARTHWORK		
00001	201-A001	1	LS	CLEARING AND GRUBBING	XXXXXX	10,000.00
00002	202-A001	1	LS	REMOVAL OF OBSTRUCTIONS	XXXXXX	5,000.00
00003	202-B007	280	SY	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	25.00	7,000.00
00004	202-B080	22	SY	REMOVAL OF CONCRETE SIDEWALK	50.00	1,100.00
00005	202-B088	80	LF	REMOVAL OF CURB & GUTTER, ALL TYPES	25.00	2,000.00
00006	202-B090	1	EA	REMOVAL OF CURB INLET	2,500.00	2,500.00
00007	202-B240	204	LF	REMOVAL OF TRAFFIC STRIPE	5.00	1,020.00
00008	203-EX020	145	CY	BORROW EXCAVATION, AH, FME, CLASS B9	40.00	5,800.00
00009	203-G001	19	CY	EXCESS EXCAVATION, FM, AH	50.00	950.00
00010	209-A005	48	SY	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	10.00	480.00

Line No.	PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
				EROSION CONTROL		
00011	211-B001	37	CY	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	50. ⁰⁰	1,850. ⁰⁰
00012	216-A001	392	SY	SOLID SODDING	10. ⁰⁰	3,920. ⁰⁰
00013	219-A001	8	KGAL	WATERING	20.00	\$160.00
00014	220-A001	1	AC	INSECT PEST CONTROL	30.00	\$30.00
00015	226-A001	1	AC	TEMPORARY GRASSING	2,500. ⁰⁰	2,500. ⁰⁰
00016	237-A001	294	LF	WATTLES, 12"	15. ⁰⁰	4,410. ⁰⁰
00017	246-A001	101	LF	SANDBAGS	20. ⁰⁰	2,020. ⁰⁰
				CRUSHED STONE ALTERNATIVES		
00018	304-F001	6	TON	SIZE 610 CRUSHED STONE BASE	250. ⁰⁰	1,500. ⁰⁰
				OR		
00019	304-F002	6	TON	3/4" AND DOWN CRUSHED STONE BASE	n/a	n/a
				OR		
00020	304-F003	6	TON	SIZE 825B CRUSHED STONE BASE	n/a	n/a
				PAVEMENT		
00021	403-A003	36	TON	12.5-MM, ST, ASPHALT PAVEMENT	325. ⁰⁰	11,700. ⁰⁰
00022	403-A015	94	TON	9.5-MM, ST, ASPHALT PAVEMENT	300. ⁰⁰	28,200. ⁰⁰
00023	406-A002	1132	SY	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	30. ⁰⁰	33,960. ⁰⁰

Line No.	PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00024	503-C010	1051	LF	SAWCUT, FULL DEPTH	15.00	15765.00
				DRAINAGE		
00025	601-B001	3	CY	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES PER PLANS	2,700.00	8,100.00
00026	602-A001	221	LB	REINFORCING STEEL	5.00	1,105.00
00027	603-CA138	10	LF	12" REINFORCED CONCRETE PIPE, CLASS V	250.00	2,500.00
00028	603-CE002	15	LF	22" X 13" CONCRETE ARCH PIPE, CLASS A III	250.00	3,750.00
00029	605-U001	43	LF	4" NON-PERFORATED PIPE FOR UNDERDRAINS	20.00	860.00
00031	613-D004	1	LS	ADJUSTMENT OF INLETS	XXXXX	2,500.00
				CONCRETE		
00032	608-A001	237	SY	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	90.00	21,330.00
00033	907-608-C001	72	SF	DETECTABLE WARNING PANELS	100.00	7,200.00
00034	609-B002	405	LF	CONCRETE CURB, HEADER	35.00	14,175.00
00035	609-D001	247	LF	CONCRETE CURB AND GUTTER, TYPE I	40.00	9,880.00
00036	614-A003	48	SY	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6-INCH THICKNESS	150.00	7,200.00
00037	616-A001	3	SY	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 10-INCH	400.00	1,200.00
00038	616-A004	20	SY	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 4-INCH	100.00	2,000.00

Line No.	PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00039	618-A001	1	LS	TRAFFIC CONTROL MAINTENANCE OF TRAFFIC	XXXXX	15,000.00
00040	619-D1001	157	SF	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	14.00	2,198.00
00041	619-D2001	98	SF	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	14.00	1,372.00
00042	907-619-E3001	4	EA	CHANGEABLE MESSAGE SIGN	5,200.00	20,800.00
00043	619-G4005	498	LF	BARRICADES, TYPE III, SINGLE FACED	35.00	17,430.00
00044	620-A001	1	LS	MOBILIZATION	XXXXX	50,000.00
				PAVEMENT MARKING		
00045	907-625-C002	357	LF	TRAFFIC STRIPE, CONTINUOUS WHITE, 4" WIDTH	2.50	892.50
00046	907-625-D002	1550	LF	TRAFFIC STRIPE, CONTINUOUS YELLOW, 4" WIDTH	2.50	3,875.00
00047	626-H004	254	SF	THERMOPLASTIC LEGEND, WHITE	18.00	4,572.00
00048	630-F003	42	EA	DELINEATORS, FLEXIBLE POST MOUNTED, CROSSOVER, TYPE II	700.00	29,400.00
				PERMANENT SIGNING		
00049	686-A001	1	EA	RELOCATION OF EXISTING LIGHTING ASSEMBLIES	15,000.00	15,000.00
00050	699-A001	1	LS	ROADWAY CONSTRUCTION STAKES	XXXXX	5,000.00

Line No.	PAY ITEM NO.	PLAN QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	ITEM TOTAL
00051	907-899-A001	1	LS	RAILWAY-HIGHWAY PROVISIONS	XXXXX	50,000.00
					TOTAL BID AMOUNT	439,204. ⁵⁰

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 2611 AND SUPPLEMENT.

1. I/We agree that no less than 5 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____
3. A joint venture with a Small Business (DBE/WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.



 BIDDER'S SIGNATURE

ORDINANCE

AN ORDINANCE TO AMEND SECTION 2-268 OF THE CITY OF TUPELO CODE OF ORDINANCES CONCERNING THE REQUIRED ATTENDANCE FOR MEMBERS OF THE CITIZEN'S POLICE ADVISORY BOARD

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

WHEREAS, Section 2-268 of the City of Tupelo Code of Ordinances states that "any board member who fails to attend three (3) consecutive regular meetings or fails to attend five (5) regular or duly called special meetings in any one calendar year shall be automatically suspended and a vacancy shall be declared unless four (4) of the remaining committee members shall vote to reinstate such committee member within thirty (30) days after the vacancy is declared"; and

WHEREAS, the Board has requested that the governing authorities of the City of Tupelo amend the ordinance to reflect that a lesser number of meeting absences by members of the Board within any given year will result in suspension from the Board; and

WHEREAS, the governing authorities of the City of Tupelo approved an ordinance amendment on May 17, 2022 to state that the Board shall have one (1) regular meeting every *other* month which has lessened the number of regular meetings of the Board per year from twelve (12) down to six (6); and

WHEREAS, attendance by board members at regular and special meetings is important for the overall direction, influence and cohesiveness of the Board; and

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

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

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

SECTION 2. The following provision of Chapter 2, Subsection 268 of the City of Tupelo Code of Ordinances shall be repealed:

Any board member who fails to attend three (3) consecutive regular meetings or fails to attend five (5) regular or duly called special meetings

in any one calendar year shall be automatically suspended and a vacancy shall be declared unless four (4) of the remaining committee members shall vote to reinstate such committee member within thirty (30) days after the vacancy is declared. The city council may, by two-thirds (2/3) majority vote, remove any committee member for malfeasance, nonfeasance or other good cause shown, and in such event, any committee member so removed may have the decision reviewed at a public hearing before the city council.

SECTION 3. The previously stated repealed provision of Chapter 2, Subsection 268 of the City of Tupelo Code of Ordinances shall be replaced with the following:

Any board member who fails to attend two (2) consecutive regular meetings or fails to attend three (3) regular or duly called special meetings in any given twelve-month period shall be automatically suspended and a vacancy shall be declared unless four (4) of the remaining committee members shall vote to reinstate such committee member within thirty (30) days after the vacancy is declared. The city council may, by two-thirds (2/3) majority vote, remove any committee member for malfeasance, nonfeasance or other good cause shown, and in such event, any committee member so removed may have the decision reviewed at a public hearing before the city council.

SECTION 4. This ordinance amendment shall go into effect thirty (30) days after passage. The Clerk of the Council shall cause this ordinance to be published at least one (1) time in the Northeast Mississippi Daily Journal and to post a copy at three locations within the municipality in accordance with Miss. Code Ann. § 21-17-9.

SECTION 5. The terms of this ordinance amendment shall apply to any board member absence that shall occur proceeding its effective date.

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

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

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

CITY OF TUPELO, MISSISSIPPI



LYNN BRYAN, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor

9-21-2022
DATE

Bio For Bob Baughn

Retired Human Resource Professional with Lifetime Senior Human Resoure Professional certification. Served on the Board of Directors of the Mississippi Prison Industries Corporation until it was dissolved by legislative action this year, Currently serving on Board of Directors of Crime Stoppers of Northeast Mississippi and on the Board of Commissioners of the Northeast Mississippi Regional Water Supply District, Previously served as Ward 3 representative on the Police Advisory Board,

I am pro Tupelo and pro law enforcement and served on the Mayor's committee to help interview candidates for our Police Chief after Chief Aguire retired. I have attended the Citizens Police Academy and strongly encourage each citizen as well as each Council Person to attend the academy .

I returned to Tupelo in 1984 and have lived here since. I am married to Stephanie Baughn and we live at 2010 Hummingbird Lane. I have been a member of Harrisburg Baptist Church since 1988 and I am currently a Deacon and Chairman of HBC's Personnel Committee. When not serving on a committee. I am usually on the golf course at Tupelo National Golf Club or cooking something for my family.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Don Lewis, COO
DATE: September 15, 2022
SUBJECT: IN THE MATTER OF TRANSFER OF WARD APPOINTEE/MAYOR APPOINTEE **DL**

Request:

Move Bridgette Wilson from the Mayoral Appointee position to the Board Representative for Ward 4.

Don,

At the regular PAB Board meeting on 14 September 2022, since we are now meeting only every other month, the Board voted to request the City Council to make a change regarding attendance to SEC. 108 of the Ordinance establishing the Board to read as follows: ***"Any Board member who fails to attend two (2) consecutive meetings or fails to attend three (3) regular or duly called special meetings in one calendar year shall be automatically suspended and a vacancy shall be declared"***

In a private discussion with Mayoral Appointee Bridgette Wilson, she agreed to transfer her appointment from the Mayoral position to the Position as Board Representative from Ward 4 which is being vacated by Aaron Washington who has completed serving two consecutive terms. This move would provide another Mayoral Appointee Position that can be filled. With these moves being made and this Mayoral Appointee being filled, we only need a new appointee from Ward 5 to replace Larry Presley who has completed serving two consecutive terms.

As a point of information for the Council, the Board also voted to change the meeting time and date to 5:30 P.M. on the second Thursday of each scheduled meeting month beginning with the next meeting on 10 November 2022.

Previously, I submitted the name of Bob Baughn to be appointed to fill the Mayoral Position that was vacated by Michael Stegall, and it is my understanding that Mayor Jordan has approved this recommendation and it is to be submitted to the Council for their approval.

Please present these recommendations to the City Council as soon as possible and I would appreciate a response on the actions taken for our records.

Regards,

Bill Allen, Chair
Tupelo Police Citizen's Advisory Board



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE September 15, 2022

SUBJECT: IN THE MATTER OF APPOINTMENT OF JACKIE CLAYTON TO POLICE ADVISORY BOARD AS MAYORAL APPOINTEE **TJ**

Request:

Appoint Jackie Clayton to the vacant position on the Police Advisory Board for the Mayoral appointment effective 9-21-2022.

1092 Countrywood Cove
Tupelo, MS 38801

jackie.clayton@tupeloms.gov
phone:662-871-3525

Jackie M. Clayton

Objective To serve the citizens of Tupelo, Mississippi in the capacity of Interim Chief of Police

Summary of Work Experience

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 1st 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 1st 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.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: September 15, 2022
SUBJECT: IN THE MATTER OF AWARD OF BID NUMBER 2022-032PD **JQ**

Request:

Please accept this letter of request to approve bid number 2022-032PD to Cannon Chevrolet Nissan for \$110,500.00, for the equipment up fit to nine new Ford Explorer Police Vehicles.

CITY OF TUPELO**Nine (9) Ford Explorer Police Unit Upfit Packages**

Bid Specification Lump Sum price for all units
 Bid Start Date / Time Sep 15, 2022 10:00 AM US/Central
 Bid End Date / Time Sep 15, 2022 10:30 AM US/Central
 Bid Duration 00:30 [hh:mm]

**Nine (9) Ford Explorer Police Unit Upfit Packages**

Company	Bid Amount	Bidding Date / Time	IP Address
Cannon Chevrolet Nissan	\$ 110,500.00 USD	Sep 15, 2022 10:07:55 AM US/Central	216.170.70.82

CITY OF TUPELO, MS

Professional Services Agreement for Endville Road Safety Improvements

PROJECT NUMBER: DC NO. 2226-01

DATE: SEPTEMBER 14, 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 “Endville Road Safety Improvements” for the City of Tupelo Public Works Department. The Project will include design phase, bidding/contracting and construction phase services related to the development and construction of the proposed roadway improvements.

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:** Endville Road Safety Improvements

1.2 Purpose: The purpose of this Scope of Work (SOW) is to provide professional services related to future roadway improvements for Endville Road as proposed by the City of Tupelo and as defined within this Agreement. The City of Tupelo intends to widen Endville Road from a two-lane section to a three-lane section and add curb and gutter and related drainage infrastructure within the project corridor. This shall include transition sections on each end of the project in order to provide transitions between the two-lane and three-lane sections along Endville Road. 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 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 shall be within existing / future rights-of-way (ROW) owned and maintained by the City of Tupelo for Endville Road approximately between Walsh Road (approximate eastern boundary) and Countrywood Rd. (approximate

western boundary) 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 there is an existing 50' road ROW owned by the City of Tupelo along the project corridor and that this will be sufficient for the proposed roadway 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. *Any field survey that is required during the construction phase of the project to support the contractor's activities, including construction staking, ROW markers, etc., shall be provided by the Consultant as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 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 the final design services.
- 2.4 Final Design Phase** – the Consultant, based on the approval of the design criteria and the preliminary site layout, will complete the project drawings, technical specifications, and related Contract Documents for the project. Project drawings will include cover sheet, existing conditions layout, proposed site layout plan, grading/drainage plan, utility improvements plan, traffic striping plan, erosion control plan and related standard detail sheets. The consultant shall, if curb and gutter is required by the City, include the design of proposed stormwater infrastructure (i.e. curb inlets, drainage pipe, etc. as required to facilitate the installation of curb and gutter along the project corridor. The Contract Documents shall include the technical specifications and all sections required for the bidding and construction phases to be facilitated and completed per local, state and federal requirements.
- 2.5 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 of Tupelo in order 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.

- 2.6 *Pre-Construction Conference*** – the Consultant will schedule and conduct a meeting with representatives of the Owner and Contractor to review/discuss the Contract Documents, Project Schedule, Site/Traffic Coordination, Erosion Control Permitting and related requirements, etc.
- 2.7 *Construction Representative***– the Consultant will represent the City of Tupelo during the construction phase of the project in order to coordinate with the Contractor to provide assistance to the Owner and to the Contractor for the duration of the construction period. The Consultant shall review/approve material submittals, review and monitor construction schedule, coordinate with the Contractor in regards to the Erosion Control requirements (SCNOI, etc.), coordinate between the City and the Contractor with regards to traffic control and work periods, etc. The Consultant shall review partial and final pay estimates as submitted by the Contractor and make recommendations to the City for payment during the construction phase of the project.
- 2.8 *Construction Inspection*** – the Consultant shall provide part-time inspection during the construction phase of the project. An inspector shall be provided by the Consultant as needed to support the Contractor and monitor the project improvements with regards to field conditions, compliance with the project drawings and technical specifications and pay items/quantities. The Consultant shall not provide full-time inspection for the project as part of this Agreement.
- 2.9 *Final Inspection*** – the Consultant will coordinate with the City and the Contractor to schedule a final walk-through / inspection following the completion of the construction activities. Representatives of the City and the Contractor shall meet on site to review the final improvements and compile a check-list of any items that need to be addressed and/or completed by the Contractor prior to the final closeout of the project. The Consultant shall issue a punch list of items to be addressed and/or completed to the contractor and shall coordinate on behalf of the City for the completion of the punch list items.
- 2.10 *Project Closeout*** – upon the completion of the construction activities by the contractor and the approval of the City of Tupelo, the Consultant shall coordinate with the City and the contractor for final project closeout.
- 2.11** This scope of services does not include pre-project planning components; traffic study/analysis; warrant analysis; environmental services or related permitting services; cultural resources investigation/study or related services; ROW acquisition services, full-time construction inspection or any other services not specifically identified in this section of the 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 services if directed by the City. Should additional services related to project be required/requested by the City, the Consultant shall complete additional services on a time and materials basis or via a separate agreement approved by the Owner.

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 Project as defined herein and produce the associated deliverables according to the following schedule:

ROW Assessment	2 weeks
Topographic Survey	2 weeks
Preliminary Site Layout	2 weeks
Review / Approval of Preliminary Site Layout	2 weeks
Final Design Phase	4 weeks
Review / Approval of Final Design Documents	2 weeks
Bidding / Contracting Phase	8 weeks
Construction Phase	T.B.D.
<hr/>	
TOTAL	22 weeks

5.0 PAYMENT FOR SERVICES: Professional services completed under this Agreement shall be provided on a fixed fee basis. The total fixed fee shall be based on the percentages defined in the CDBG Fee Schedule to the proposed project budget of \$1,300,000.00 as defined by the City of Tupelo. Per the CDBD Project Fee Schedule, engineering services shall include \$109,200 (8.4%) for design phase services and \$53,300.00 (4.1%) for construction phase services. The total fixed for the project shall be \$162,500.00 (12.5%).

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 that are required as associated with additional services shall be reimbursed at the actual cost of the work provided by the sub-consultant.

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:

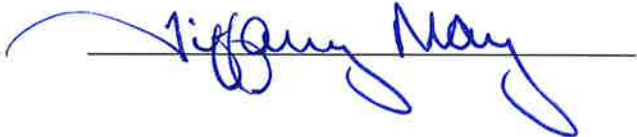


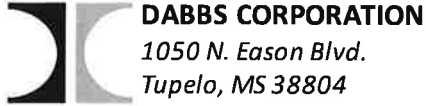
EXHIBIT A - SCHEMATIC PROJECT AREA



APPENDIX Q



ENDVILLE ROAD SAFETY IMPROVEMENTS

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: Chuck Williams, Director – Public Works

DATE: September 13, 2022

SUBJECT: IN THE MATTER OF RATIFICATION OF CLARK PLACE DRAINAGE –
ARCH PIPE REPLACEMENT REBID PROJECT - BID NO. 2022-030PW - **CW**

Request:

Ratification of Contract for Bid No. 2022-030PW Clark Place Drainage – Arch Pipe Replacement Rebid Project

The bid was approved on September 6, 2022.

CONTRACT AGREEMENT

This Agreement, made this the 7th day of September, 2022, by and between COOK & SON, LLC, hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of **CLARK PLACE DRAINAGE IMPROVEMENTS REBID** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated **AUGUST 2022** and Construction Plans entitled **CLARK PLACE DRAINAGE IMPROVEMENTS REBID** Sheets 1 through 10, dated **AUGUST 2022**, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Two Hundred and Ninety-Two Thousand, Eight Hundred and Eighty-Eight 05/100----- Dollars (\$292,888.05-----) being the amount of the accepted proposal for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID** subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 45 working days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

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Agreement

2022.06.23

Page 1 of 3

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

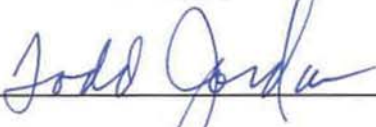
Article 7. GENERAL CONDITIONS


The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.


In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 3 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.


OWNER: CITY OF TUPELO

CONTRACTOR: COOK & SON, LLC

By 
Title Mayor Todd Jordan

By 
Title Kenneth M. Cook, Owner

ATTEST: 
Title Kimberly Hanna, City Clerk

ATTEST: 
Title HR



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

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

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

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

Dimple Patel moved for approval of the minutes from the board meeting held in August 2022. Louis Britton seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.

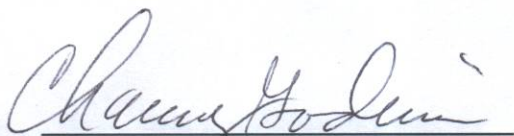
Jan Pannell, Jennie Bradford Curlee and Stephanie Coomer presented staff reports.

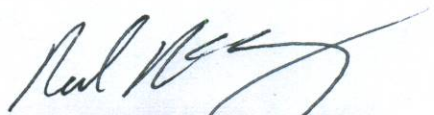
Neal McCoy addressed the board about a plan for the CVB to fund a conceptual drawing and financial estimate on a new pickleball facility. The cost for the conceptual plan is forthcoming and will be emailed to the board for a decision or presented at the next board meeting.

Neal McCoy addressed the board about a plan for the CVB to fund a second conceptual plan and financial estimate on a new farmers' market and food truck venue. The cost for the conceptual plan is forthcoming and will be emailed to the board for a decision or presented at the next board meeting.

The meeting adjourned at 2:32 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

BETWEEN

TUPELO PUBLIC SCHOOL DISTRICT
AND
TUPELO POLICE DEPARTMENT

REGARDING THE

SCHOOL RESOURCE OFFICER PROGRAM

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MEMORANDUM OF UNDERSTANDING

WHEREAS, the purpose of this Memorandum of Understanding (MOU) is to establish a School Resource Officer Program and to set forth guidelines to ensure that officers of the Tupelo Police Department, Tupelo Public School District (TPSD) officials, and the communities they serve have a shared understanding of the goals of the School Resource Officer (SRO) Program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO Program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; minimum SRO training requirements; and promotion of non-punitive approaches to student behavior;

WHEREAS, this agreement shall amend the previous MOU adopted June 18, 2020.

NOW, THEREFORE, by incorporating the prefatory findings contained herein, the parties agree as follows:

I. ROLE OF THE SCHOOL RESOURCE OFFICER IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO Program is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students.
2. The School Resource Officer is a sworn TPD police officer employed by TPD and assigned to provide the law enforcement expertise and resources required to assist the school administrators in maintaining safety and order within the assigned school. TPD shall provide and assign nine SROs to TPSD schools.
3. The SRO will be considered an active member of the administrative team of his/her assigned school. As such, discipline normally imposed upon students for violations of law or school policy committed against a staff member, such as insubordination or assault, will be equally applied by school administrators to similar situations involving a student and an SRO.
4. The school buildings, grounds, and surroundings assigned to the SRO will be the equivalent of the SRO's police service area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school.
 - a. Pursuant to MCA §43-21-261, certain types of criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the police department.
 - b. In an emergency situation, the school shall call 911 and also notify the SRO.
 - c. In a non-emergency situation, the school should notify the SRO or call the non-emergency police department number. Information that is not of an emergency or urgent nature may be held for action by the SRO in the normal course of duty.
5. The SRO shall wear the regulation police uniform and operate a marked police cruiser while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime while bringing a positive impression of the TPD to students and staff in a non-confrontational setting.
6. The SRO shall also be responsible to assist with training for the school administration in law enforcement and related areas, such as disseminating pertinent information about crime trends and changes in law to the school administrative staff to assist them in effectively providing safe school environments.
 - a. SROs shall be integrated into the school community through participation in faculty and student meetings and assemblies as directed by school administration.
 - b. As coordinated through the administration, SROs may become involved in the school's curriculum and provide instruction that will enhance the student's understanding of the police mission. However,

responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations shall be forwarded to the principal and approved prior to the presentation.

7. A critical element of the SRO Program is an open relationship and strong communication between the school principal and the SRO.

a. Each SRO shall meet weekly, or more frequently, if necessary, with the assigned school principals for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community.

b. SROs shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety.

8. SROs shall be responsible for monitoring cultural and social influences and activities in an effort to identify emerging youth gangs. All information concerning gangs shall be provided to the TPD Criminal Investigation Division.

9. Building-level school administrators shall participate in periodic performance reviews of the SRO.

10. SROs shall maintain daily activity reports and prepare summaries of these reports every nine weeks.

a. The summaries shall include, for each SRO, the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

b. The summaries shall be provided to building-level school administrators, District-level school administrators, and the relevant law enforcement agency within 10 days after the end of each nine-week term.

11. Absent a real and immediate threat to student, teacher, or school/public safety, and absent the situations described herein where formal law enforcement intervention is deemed appropriate, building-level school administrators shall have final authority in the building.

12. School Liaison Supervisor. The TPD will designate one SRO to serve as the School Liaison Supervisor (SLS).

a. The SLS will ensure coordination of resources, responses and effective information sharing between the TPSD Director of Security, the building administrators and the SROs.

b. The SLS will establish and maintain a working knowledge of and adhere to all laws, ordinances and regulations of city, state and federal governments as well as the written policies and procedures of the TPSD and laws regarding student safety and conduct.

c. The SLS will be a sworn Tupelo Police Department officer assigned to and tasked to work in coordination with the TPSD Superintendent or designee and Director of Security. As a sworn TPD police officer, the SLS reports to the Chief of Police through the TPD chain of command, and the SLS's reporting authority will be the Chief of Police or designee. However, for day-to-day operations, directives and general duties and responsibilities, the SLS's reporting authority will be the superintendent or designee.

d. The SLS will be the direct point of contact between the TPD and TPSD for operational and administrative school safety and security issues that are outside the established scope of control of the TPD structure. The SLS will manage and coordinate school security and safety issues and attempt to anticipate problems before they occur by providing research, analyses and recommendations to the TPSD Superintendent or designee.

e. The SLS will establish and maintain effective relationships with school personnel and law enforcement agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential in an environment that leaves teachers free to help accomplish this goal.

f. The SLS will assist the TPSD in developing policies, procedures and training programs to enhance the professional development of the SROs and school personnel.

g. Upon request, the school shall provide information to the station commander and the SLS to assist in preparing the annual personnel evaluation of the assigned SRO.

II. DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

13. SROs are responsible for criminal law issues, not school discipline issues.

14. Typically, incidents involving students that relate to minor public order offenses shall be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention. However, SROs may be called to enforce criminal law violations just as they would for crimes that occur off campus (e.g., issuance of criminal citation, ticket, or summons, filing of delinquency petition, referral to a probation officer, or actual arrest).

III. RESPECT FOR THE RIGHTS OF STUDENTS

15. SRO Search. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may conduct or participate in a search of a student's person, possessions, locker and/or car only where there is probable cause to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.

a. The SRO shall inform school administrators prior to conducting a probable cause search where practicable.

b. The SRO shall not ask school officials to search a student's person, possessions, locker or car in an effort to circumvent these protections.

16. School Official Search. School officials may conduct searches of a student's person, possessions, locker or car when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating either the law or District / school policy, procedures or rules. The standard for the search is reasonable suspicion and the search must be justified in scope given such suspicion.

a. The SRO shall not become involved in school related searches unless specifically requested by the school official to provide security, protection or for the handling of contraband.

b. These searches must be at the direction and control of the school official.

17. Strip searches of students by either school officials or SROs is prohibited.

18. Absent a real and immediate threat to student, teacher, or school/public safety, other physically invasive searches by a school official or SRO shall not be conducted on a student.

19. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO shall not use physical force (including but not limited to Tasers, Mace, or other physical or chemical restraints) on a student. However, in all cases, SROs will follow Tupelo Police Department standard procedures when making an arrest, including the use of handcuffs.

20. Police Investigation and Questioning.

a. While an SRO has the authority to stop, question, interview and take police action without the prior authorization of the principal or contacting parents, the investigation and questioning of students during school hours or at school should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of, or occurring at the school, should occur only in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by a person suspected of a crime, or destruction of evidence.

b. The SRO shall inform school administrators prior to questioning the student where practicable, SROs should coordinate their activities so that action between the TPD and TPSD is cooperative and in the best interest of the school and public safety.

c. Absent a real and immediate threat to student, teacher, or school/public safety, an SRO may question or participate in the questioning of a student about conduct that could expose the student to court-involvement or arrest only after informing the student of his or her Miranda rights and only in the presence of the student's parent or guardian.

d. The SRO shall not ask a school official to question a student in an effort to circumvent these protections.

e. Absent a real and immediate threat to student, teacher, or public safety, a school official shall not ask an SRO to be present or participate in the questioning of a student that could expose the student to court-involvement or arrest.

IV. RELEASE OF STUDENT INFORMATION

21. The release of student education records is governed by the Family Educational Rights and Privacy Act (FERPA). "School officials" may access and disclose education records only as authorized by FERPA. SROs

will be familiar with TPSD policies and applicable laws and regulations concerning the confidentiality of student records.

a. For purposes of access to student records, the SROs are considered "school officials" and may be provided student information as needed to carry out their duties related to the school environment. On a routine basis, the SRO's access to student records shall be limited to a system-wide TPSD look-up of directory information (defined on the TPSD notice attached hereto), that will include information on all students in the school system who have not opted-out of the disclosure of directory information.

b. Relative to students attending the school at which the SRO works, the SRO may access additional items of information, such as class schedule, that an SRO may need to perform his/her duties, but which are not designated as directory information. The SROs may have access to other student records only when needed to carry out his/her duties in the school environment and only as approved by the school principal.

c. SROs, as "school officials" may not disclose student records protected under FERPA, except as provided by FERPA.

22. "Law enforcement records" are those records, files, documents and other materials that are created and maintained by the SROs for the purpose of ensuring the physical safety and security of people and property in TPSD and/or the enforcement of any local, state or federal law, even if such records also serve the dual purpose of investigating and enforcing school disciplinary rules.

a. Because "law enforcement records" are not "education records" under FERPA, they are not subject to the disclosure restrictions of FERPA.

b. Law enforcement records shall not be comingled with education records maintained by the schools.

c. Copies of law enforcement records that are provided to school administrators for the purpose of school discipline become the education records of that student, and thus are subject to the disclosure restrictions of FERPA.

NOTE: The original law enforcement record maintained by the SRO, however, remains exempt from the disclosure restrictions of FERPA.

d. Any record that is created and maintained by the SRO exclusively for the purpose of a possible school disciplinary action against the student would fall outside the definition of "law enforcement records." Such records would be subject to FERPA restrictions.

23. TPD officials who are not assigned to the schools as part of the SRO Program and other law enforcement officials may have access to education records without parent consent only if:

a. TPSD has designated the information as directory information; or

b. the knowledge of the education record is needed to protect the health and safety of a student or other person in an emergency situation; or

c. TPSD is presented with a search warrant, subpoena or other valid court order requiring the release of education records to the law enforcement official or agency.

24. Health and Safety Emergency. Law enforcement officials seeking access to education records under the health and safety emergency exception should contact the student's principal and must present sufficient information for the principal to make the determination that a health and safety emergency, within the requirements of FERPA, exists. If an education record is disclosed under this exception, the student's file must contain a record of the basis for the disclosure (the "articulable and significant threat to the health or safety of a student or other individuals") and the parties to whom the information was disclosed.

25. Court Orders, Subpoenas, and Search Warrants. FERPA requires that school officials take reasonable steps to notify the parent(s) or student (if he/she is 18 or older) before any records are disclosed pursuant to a court order, subpoena or search warrant.

a. Such notice will not be provided if the court order, subpoena or search warrant indicates that it has been issued *ex parte*, or if it contains direction that the subject of the records should not be notified.

b. School officials will retain original education records and will provide copies in response to any court order, subpoena or search warrant.

c. Except where the court order, subpoena or search warrant indicates that it has been issued *ex parte* or if it contains direction that the subject of the records should not be notified, a record of any disclosure under his exception will be made in the student's file.

V. ARREST PROCEDURES

26. SROs are expected to be familiar with school policies/rules and their application within the school system. Routinely, policy/rule infractions will not be handled as violations of law, but rather referred to the principal or designee for action. Any questions related to the enforcement of policies/rules versus laws within schools should be discussed with the principal. The specifically applies to general standards of conduct.

27. Students shall not be arrested at school, except where (a) the student poses a real and immediate threat to another student, teacher, or public safety; or (b) a judicial warrant specifically directs the arrest of the student in a school. In all other instances, the execution of an arrest warrant shall be undertaken at a location other than a school.

28. When an arrest of a student must occur at school, it should be done in a manner that minimizes disruption to the school and embarrassment to the student. Upon the arrest of a student, the SRO should immediately make a reasonable attempt to notify the student's parent/guardian of the arrest and the location to which the student will be taken. The following procedures will be followed where arrests of students or staff become necessary:

- * The arrest of a student or employee of the TPSD with a warrant should be coordinated through the principal and accomplished after school hours, whenever practical.

- * Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the Mississippi Code should be arrested for trespassing.

- * Arrest of students or staff during school hours or on school grounds shall be reported fully to the principal as soon as practical.

VI. ACCOUNTABILITY

29. The SRO Program shall set forth a simple and straightforward mechanism for any student, parent, teacher, principal, or other school administrator to submit a complaint, orally or in writing, of abuses or misconduct by an SRO. Any such complaint shall be made to the Tupelo Police Department in accordance with TPD SOP 4.04 Professional Compliance.

- a. Parents and students shall be permitted to submit a complaint in their native language.

- b. The complaint system shall be confidential only in accordance with the Tupelo Police Department Internal Affairs Division and consistent with the SRO's due process rights.

- c. Complaints shall be promptly investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution in accordance with TPD SOP 4.04 Professional Compliance.

- d. Where serious allegations of abuse or misconduct are raised, the SRO shall be temporarily removed from having contact with students as appropriate.

- e. Where allegations of abuse or misconduct are substantiated, the SRO shall be suspended or permanently removed from school assignments or receive additional training as appropriate.

30. Every student, parent, and guardian in the school system shall be informed of the complaint procedure.

VII. MINIMUM SRO TRAINING REQUIREMENTS

31. It is the intention of the parties that SRO officers be of the rank of PO III or above, but it is the understanding of the parties that staffing availabilities may necessitate the utilization of officers of senior PO II rank or officers with at least five (5) years law enforcement experience. Every SRO shall complete the required School Resource Officer training as required by, and in accordance with, state law and regulation prior to working on a TPSD campus. In addition, every SRO will complete annual in-service training offered at the Mississippi Association of School Resource Officers ("MASRO") annual meeting on relevant topics including the following topics:

- a. Child and adolescent development and psychology;

- b. Positive behavioral interventions and supports (PBS), conflict resolution, peer mediation, or other restorative justice techniques;

- c. Children with disabilities or other special needs; and

- d. Cultural competency.

32. TPSD will reimburse TPD for the cost of annual MASRO training for SROs, including paying for travel expenses incurred in accordance with TPSD policies, and will provide in-service training to the SROs, when available, in areas that will increase the effectiveness of the officers and their ability to accomplish their respective duties and responsibilities.

VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

33. The SROs shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the TPSD. If a school has implemented a specific program designed to improve the overall school climate or respond to student behaviors in specific ways, the SROs shall participate in trainings associated with that program.

IX. STRUCTURE AND FUNDING FOR SRO PROGRAM

34. The selection of the SRO is the most critical aspect of the SRO Program. The TPD Police Chief shall select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered when selecting officers for the Program:

- * Ability to work with diverse groups
- * Ability to work cooperatively in a non-law enforcement environment with little supervision
- * Knowledge of departmental resources
- * Creative problem-solver
- * Conflict resolution skills
- * Knowledge of the Juvenile Code and Juvenile Court procedures
- * Ability to effectively provide instruction to youths
- * Organization and communication skills
- * Completion of required training before or after selection
- * Supervisory recommendation

35. All SROs are employees of the Tupelo Police Department. No SRO is an employee of TPSD. It is agreed by both parties in this MOU that the TPD will bear the cost of salary, overtime and fringe benefits for the SROs (including the SLS), including their equipment and training. Additional SRO officers, their salary, overtime, fringe benefits, equipment and training may be provided by supplemental/amended, written agreement of TPD and TPSD. However, TPSD will also provide training as mutually agreed upon, and appropriate. SROs will be paid in accordance with the TPD salary structure and are subject to all Human Resources policies of the TPD. This MOU shall not be construed to create a relationship of employer and employee, principal and agent, or partnership or joint venture between the TPSD and the SROs. This agreement or any supplemental/amended agreements shall not alter the practice by which TPSD applies for MCOPs grants and provides the proceeds to TPD.

36. The SRO's duty schedule will be determined by the SLS, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.

37. TPSD will provide at each school a work area for the SRO that is equipped with a telephone and computer. It is recommended that the area accommodate seating for a minimum of three people in privacy for interviewing purposes. The school shall also provide the SRO a locked storage area for securing contraband recovered in the school by staff.

38. During summer break and school term vacations, SROs will not have any responsibilities to TPSD; they will report for duties as assigned by the TPD.

39. TPD currently provides eight (8) SRO officers and the SLS to TPSD. To help defray the costs to TPD of the SRO program, TPSD will provide annually the sum of \$205,966.37, one-half payable beginning July 1, 2022 and one-half payable December 31, 2022, and thereafter on said dates. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce, or expand the parties' obligations.

X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS


40. By the signature of its authorized official on this MOU, the TPD certifies that none of the TPD employees who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The TPD agrees to remove from this Program any employee who has been determined by TPSD to be disqualified from service due to such convictions or the failure to truthfully report such convictions.

XL. DURATION OF MOU


41. This MOU shall become effective immediately upon execution by the parties and remain effective until such time as either party withdraws from the agreement by delivering ninety (90) days written notification of such termination to the other party. Termination by either party shall eliminate the presence of Tupelo Police Department SROs at the Tupelo Public School District.

42. The parties will review the MOU prior to July 1st annually and amend it as necessary to meet the needs of the parties.

Signed on this 15 of September, 2022.



Robert J. Picou, Ph.D.
TPSD Superintendent



Todd Jordan
Mayor of the City of Tupelo



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE September 12, 2022

SUBJECT: IN THE MATTER OF REAPPOINTMENT OF WESLEY WELLS TO TUPELO HOUSING AUTHORITY BOARD

Request:

Please confirm the reappointment of Wesley Wells to the Tupelo Housing Authority Board for a 5 year term to begin immediately. His last term expired on June 30, 2022 and the new term will expire on June 30, 2027.



TUPELO HOUSING AUTHORITY

P.O. BOX 3 • 701 SOUTH CANAL STREET
TUPELO, MISSISSIPPI 38802-0003
(662) 842-5122 • FAX (662) 680-9730
www.tupha.org

COMMISSIONERS
GEORGE TAYLOR, CHAIRPERSON
TILLMON CALVERT, VICE-CHAIRPERSON
WESLEY WELLS, COMMISSIONER
KRISTY LUSE, COMMISSIONER
JASON MARTIN, COMMISSIONER

EXECUTIVE DIRECTOR
TABITHA SMITH

September 9, 2022

Mayor Todd Jordan
City of Tupelo
P. O. Box 1485
Tupelo, Mississippi 38802-1485

Dear Mayor Jordan:

Mr. Wesley Wells term as Commissioner of the Tupelo Housing Authority expired on June 30, 2022. Mr. Wells has done an outstanding job representing the interest of low-income families in our public housing communities. Mr. Wells has a keen interest in housing low income people. Through his stewardship, the Housing Authority has grown and progressed in a manner that has improved the living conditions of low-income people in the City of Tupelo.

We would like to recommend reappointing Mr. Wells to the Board of Commissioners. I am also enclosing a reappointment resolution should you decide to reappoint Mr. Wells.

Please contact me should you have any questions.

Sincerely,

Tabitha Smith
Executive Director

Enclosure

**RESOLUTION REAPPOINTING
WESLEY WELLS
TO SERVE A FIVE-YEAR TERM
AS COMMISSIONER OF THE
TUPELO HOUSING AUTHORITY**

WHEREAS, Wesley Wells current term of office expired on June 30, 2022; and

WHEREAS, Commissioner Wells is currently serving as Commissioner of the Authority's Board of Commissioners and has done an outstanding job in serving the City of Tupelo as a representative on the Tupelo Housing Authority Board of Commissioners.

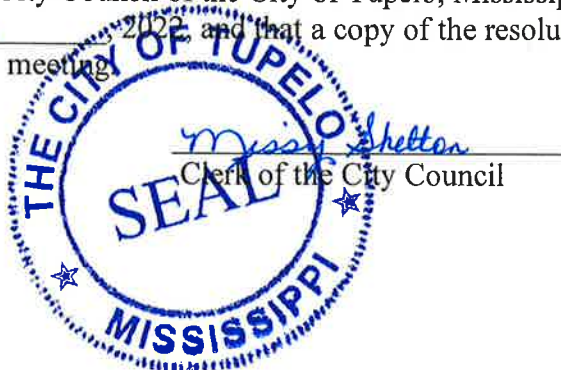
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tupelo, Mississippi, assembled on this the 20th day of September, as follows:

That Wesley Wells is hereby reappointed to serve a five-year term on the Board of Commissioners of the Tupelo Housing Authority, and/or until his successor succeeds him in office, and that the term of this appointment shall begin on July 1, 2022 and shall expire on June 30, 2027.

DONE BY ORDER OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, on this the 20th day of September, 2022.

CLERK'S CERTIFICATE

I, Missy Shelton, Clerk for the City Council of the City of Tupelo, Mississippi, do hereby certify that the foregoing resolution is a true and correct copy of a resolution which was approved by the City Council of the City of Tupelo, Mississippi, in a meeting held on September 20, 2022, and that a copy of the resolution appears in the recorded minutes of that meeting.





AGENDA REQUEST

TO: Mayor and City Council

FROM: Debbie Brangenberg, TRA

DATE: September 15, 2022

SUBJECT: IN THE MATTER OF REAPPOINTMENT OF REED HILLEN TO TUPELO REDEVELOPMENT AGENCY **DB**

Request:

Reappointment of Reed Hillen to TRA to expire on March 1, 2024

Tupelo Redevelopment Agency Re-Appointments

September 20, 2022

Reed Hillen:

Reed, one of the original Agency members as well as a member of the original Fairgrounds Committee has helped to maintain continuity through changes of administration and economic conditions throughout the development of the Fairpark District. Having served as Chair for 10 years, Reed has been able to guide the Agency direction to maintain the original vision of the district. His legal acumen has proven to be beneficial many times as the Agency has negotiated land transactions and worked with potential developers.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Debbie Brangenberg, TRA

DATE September 15, 2022

SUBJECT: IN THE MATTER OF REAPPOINTMENT OF CHERYL RAINEY TO
TUPELO REDEVELOPMENT AGENCY **DB**

Request:

Reappointment of Cheryl Rainey to TRA to expire on June 20, 2027

My name is Cheryl Rainey,

I am a retired registered nurse of 43 years,
I have worked as a registered nurse at the North Mississippi Medical Center, Lee County Health Department, and Sanctuary Hospice Care.

While working at the Lee County Department of Health my responsibility was to certifying and re-certifying mothers, infants, and children for the WIC program.

NMMC:

I worked as a Staff Nurse, Nursing Supervisor, Nurse manager.

Sanctuary Hospice:

As a Charge Nurse.

I obtained an Associate Degree in Nursing from NMMCC.

In my positions at NMMC I was Fortunate enough to become trained in leadership classes , Steven R. Covey's 7 habits of Highly Effective People. attended several leadership conference , trained and as a facilitator.

As nurse manager I managed a 36 bed acute care unit, 49 employees , 7 physicians.

Responsible included maintaining a safe and high standard of care. Assuring that inservice requirements were met , keeping staff informed of operational changes.
managing the day to day operations of that unit within my allotted budget.

I have a love for people and have always aspired to become a registered nurse. To care for the ill, the injured, and the weak, to be able to nurse them back to their best self.

While serving in the role as nurse manager I was awarded Employee of the month by a committee of my peers.

I have held the position as ,

State President of the Eliza Pillars Registered of Mississippi.

Respectfully
Cheryl Rainey

TRA Appointments September 20, 2022

Reed, Cheryl and Shane will be reappointed to 5-year terms to be effective as of the end-date of their previously expired terms. Brannon and Bentley will be appointed to new 5-year terms commencing September, 2022.

Reed Hillen, new term expires March 2024

Shane Homan, new term expires June, 2027

Cheryl Rainey, new term expires June, 2027

Brannon Kahlstorf, term expires September, 2027

Bentley Nolen, term expires September, 2027

Shane Homan
Senior Vice President of Economic Development and Planning
Community Development Foundation

Shane Homan currently serves as Senior Vice President of Economic Development and Planning for the Community Development Foundation (CDF) in Tupelo, Mississippi. CDF is a 67-year organization that is consistently recognized as one of the Top 10 economic development organizations in the United States by *Site Selection Magazine*.

Since joining CDF in 1999, Tupelo/Lee County has been ranked a top-three micropolitan market in the U.S. multiple times by both *Southern Business and Development Magazine* and *Site Selection Magazine* for economic development projects, capital, and job growth. Shane was on the economic development team that recruited Toyota to Northeast Mississippi in 2007 and on the retention team that saved the 1,200-employee Cooper Tire plant in Tupelo in 2008. He also led the team that obtained U.S. Foreign Trade Zone approval to remove the inverted tariff relief for area furniture manufactures, saving some 950 jobs. He has been a part of over 160 project wins that has created over \$2 billion in new capital investment and over 9,000 new jobs in the region.

Shane completed his undergraduate studies at the University of Mississippi where he earned a B.A. in Public Administration. He is married to the former Angie Kingsley of Tupelo and they have four children.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Debbie Brangenberg, TRA

DATE: September 15, 2022

SUBJECT: IN THE MATTER OF APPOINTMENT OF BRANNON KAHLSTORF TO
TUPELO REDEVELOPMENT AGENCY **DB**

Request:

Reappointment of Brannon Kahlstorf to TRA to expire on September 21, 2027

Bio for Tupelo Redevelopment Agency

R. Brannon Kahlstorf

Shareholder, Mitchell, McNutt & Sams, P.A.

Brannon is a shareholder at Mitchell, McNutt & Sams, P.A. where he practices primarily in the areas of residential and commercial real estate, business and commercial law, and estate planning and probate matters.

A native of Tupelo, Mississippi, Brannon graduated from Tupelo High School in 1997. He graduated from the University of Mississippi with a Bachelor of Accountancy Degree in 2001 and a Master of Accountancy in 2002. In 2005, he obtained his Juris Doctorate from the University of Mississippi School of Law.

Upon graduation from law school, he returned to Tupelo to practice law at Mitchell, McNutt & Sams, P.A. He is a member of the Mississippi Bar and the Lee County Bar Association. He served as the Lee County Bar Association President from 2014 to 2015.

Brannon is active in the Tupelo community through his service on the Board of Directors of Sanctuary Hospice House and the Association for Excellence in Education, and as Board Attorney for the Community Development Foundation. He is a member of the Orchard Church.

He is married to Catherine Leech Kahlstorf. They have three children, ages 16, 13 and 8.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Debbie Brangenberg, TRA

DATE September 15, 2022

SUBJECT: IN THE MATTER OF APPOINTMENT OF BENTLEY NOLAN TO TUPELO REDEVELOPMENT AGENCY **DB**

Request:

Reappointment of Bentley Nolan to TRA to expire on September 21, 2027

Bentley Nolan is a lifelong resident of Tupelo, MS, where he is the General Manager of Nolan Brothers Motor Sales. He is a 2006 graduate of Tupelo High School and a 2010 graduate of the University of Mississippi with a B.A. in Political Science.

His current service work includes:

- Member of the Tupelo Planning Committee
- Board of Directors for the National Independent Auto Dealers Association.
- Board Chairman of the Mississippi Independent Auto Dealers Association.
- Board of Directors of the United Way of Northeast MS

He is a 2019 graduate of the Jim Ingram Community Leadership Institute and was selected as a finalist by the NEMS Daily Journal's Top 40 Under 40 in 2020.

Bentley's pride and joy are his wife, Molly, who is also a lifelong resident of Tupelo, and their 3-year-old daughter Thea. They are active members of Calvary Baptist Church.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE: September 19, 2022

SUBJECT: IN THE MATTER OF APPOINTMENT OF JESSICA HOLLINGER TO THE
COLLISEUM COMMISSION TJ

Request:

Appoint Jessica Hollinger to the Coliseum Commission as the Hotel Appointment effective 9-21-2022.

Jessica Hollinger found her passion for Tupelo and the hospitality industry in her first job at the Downtown Tupelo Main Street Association. This role led to a hotel sales position at the Hilton Garden Inn, where she worked with business and leisure travelers from around the world. After moving to Dallas, TX, in 2018, Jessica accepted a sales position with the Westin Stonebriar Hotel and Golf Club as Executive Meetings Manager. Her family returned to Tupelo in 2021, where she served as Director of Sales for the Hilton Garden Inn prior to joining the opening team with Hotel Tupelo as Director of Sales.

A graduate of Mississippi State University, Jessica attended the prestigious Disney College Program in Orlando, FL. She later received a scholarship from the Tupelo Convention & Visitors Bureau to attend the Southeast Tourism Society Marketing College where she completed the Tourism Marketing Professional certification in 2018.

Jessica and her husband have two children, Abigail and Henry, as well as a dog, Murphy! She loves to travel and explore new things with her friends and family.

She is excited to showcase the best of Tupelo as they create a unique guest experience at Hotel Tupelo.



September 8, 2022

via email

Neal McCoy
Executive Director
Tupelo Convention and Visitors Bureau

Re: Proposal for Professional Services
Elvis Birthplace Museum Bus Turnaround and Parking Improvements

Dear Mr. McCoy,

We are pleased to submit this proposal for Bidding and Construction Administration services for improvements on the grounds of the Elvis Presley Birthplace Museum.

Project Understanding

The Elvis Birthplace Museum previously received bids for the Bus Turnaround and Parking Improvements Project on October 3, 2019, and again on March 17, 2020. Due to the global pandemic, the Museum elected to forgo issuing a Notice to Proceed for this Project.

The City of Tupelo desires to solicit new bids from qualified General Contractor for the implementation of the Project.

Scope of Work

- Haizlip Studio will revise the Bid Documents to reflect the change in client, provide the proper project name, and change the bid information to reflect the new bid date.
- Haizlip Studio will contact potential contractors to notify them of the Notice to Bid.
- Haizlip Studio will assist the City of Tupelo in receiving the bids and evaluating them for conformance to the Instruction to Bidders. We will provide our recommendation for approval by the City of Tupelo.
- Following the execution of the Construction Contract, Haizlip Studio will manage the construction administration process as described in the American Institute of Architects General Conditions of the Contract for Construction AIA A201.

Compensation

The proposed Base Fee for the Scope of Work described is a Lump Sum of: \$3,500.

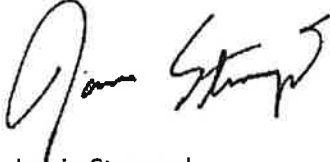
Payment for services shall be made monthly in proportion to services performed and are due and payable upon presentation of the invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1% monthly.

Reimbursable expenses will be invoiced in addition to the Base Fee noted above. These expenses include but are not limited to expenses incurred for courier/shipping, printing/reproduction of drawings, and travel incurred in direct association with the project.

City of Tupelo, Proposal for Professional Services
Page 2, continued.

We are excited to partner with the City of Tupelo to complete this long-awaited project for the Elvis Presley Birthplace Museum. Thank you for the opportunity to provide this proposal. Please give me a call if you have questions or comments.

Sincerely yours,



Jamie Stempel
Haizlip Studio

cc: Mary Haizlip/ HS

* Please indicate your acceptance of these tasks by signing each below:



Todd Jordan
City of Tupelo

9-21-2022
Date

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

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

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

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

AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 216 AND 218 NORTH SPRING STREET, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972, as amended), including the authority to purchase such real property as determined by the city to be for a proper municipal purpose; and

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 216 N. Spring Street from Jason L. Shelton (hereinafter "Subject Property A") for the fair market value of One-Hundred and Five Thousand Dollars (\$105,000) as determined by a licensed real estate appraiser (Exhibit "A"); and

WHEREAS, Subject Property A to be purchased by the City of Tupelo is more particularly described as follows:

BEGINNING AT A POINT ON THE EAST SIDE OF SPRING STREET IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI 53 FEET SOUTH OF THE POINT OF INTERSECTION OF THE EAST LINE OF SPRING STREET WITH THE SOUTH LINE OF JEFFERSON STREET FOR A POINT OF BEGINNING, THENCE SOUTH 84 FEET AND 10 INCHES; THENCE EAST 100 FEET TO AN ALLEY; THENCE NORTH 84 FEET AND 10 INCHES; THENCE WEST 100 FEET TO THE POINT OF BEGINNING LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI.

IT IS INTENDED TO CONVEY THE TWO TRACTS CONVEYED BY WARRANTY DEED FROM T.K. MOFFETT TO JASON L. SHELTON ON MARCH 21, 2005 FILED IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI AS INSTRUMENT NUMBER 0503876, WHETHER CORRECTLY DESCRIBED OR NOT.

WHEREAS, also in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), the City of Tupelo desires to purchase real property located at 218 N. Spring Street from Jason L. Shelton (hereinafter "Subject Property B") for the best negotiated price of Two-Hundred and Seventy Thousand Dollars (\$270,000) (Exhibit "B"); and

WHEREAS, Subject Property B to be purchased by the City of Tupelo is more particularly described as follows:

COMMENCING AT A POINT WHERE THE SOUTH LINE OF JEFFERSON STREET INTERSECTS WITH THE EAST LINE OF SPRING STREET AND RUN SOUTH ALONG THE EAST SIDE OF SPRING STREET 56 FEET AND 10 INCHES TO A POINT WHICH IS 4 FEET NORTH OF THE NORTHWEST CORNER OF THE BRICK STOREHOUSE FRONTING ON SPRING STREET AND OCCUPIED BY DAN MCCARTHY AS HIS STORE AND WHICH BUILDING IS OWNED BY W. S. CLAYBORNE FROM NORBIN JAMES, COMMISSIONER, AS SHOWN BY DEED DATED JULY 1, 1910, AND RECORDED IN DEED RECORD BOOK 87, PAGE 32 OF THE DEED RECORDS OF LEE COUNTY, MISSISSIPPI; RUNNING THENCE EAST PERPENDICULAR TO THE EAST LINE OF SPRING STREET 100 FEET TO THE WEST SIDE OF SAID ALLEY 56 FEET AND 10 INCHES TO THE SOUTH SIDE OF JEFFERSON STREET 100 FEET TO THE POINT OF BEGINNING; THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 9, RANGE 6 EAST, IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

IT IS INTENDED TO CONVEY THAT TRACT OF PROPERTY CONVEYED BY WARRANTY DEED FROM JIMMY D. SHELTON TO JASON L. SHELTON ON JANUARY 7, 1998 FILED IN DEED BOOK 1739, PAGE 650 IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK LEE COUNTY, MISSISSIPPI, WHETHER CORRECTLY DESCRIBED OR NOT.

WHEREAS, both Subject Property A and Subject Property B adjoin property already owned by the City and is acquired for the proper municipal purposes of blight removal and redevelopment: and

WHEREAS, the purchase of Subject Property A and Subject Property B further serves the best interests of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

NOW, THEREFORE, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.

2. The City Council authorizes the purchase of Subject Property A from Jason L. Shelton for not more than One-Hundred and Five Thousand Dollars (\$105,000).
3. The City Council authorizes the purchase of Subject Property B from Jason L. Shelton for not more than Two-Hundred and Seventy Thousand Dollars (\$270,000).
4. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a purchase agreement with Jason L. Shelton for the purchase of Subject Property A and Subject Property B described herein (*see* Exhibit "C"), subject to all terms favorable to the parties, and to execute all documents necessary to effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.

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

Councilmember Mims voted	<u>Aye</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>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 order adopted.

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

CITY OF TUPELO, MISSISSIPPI

By: 
 LYNN BRYAN
 City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

9-21-2022
DATE