



# TUPELO REGULAR CITY COUNCIL MEETING

MARCH 05, 2024 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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**INVOCATION:** COUNCIL MEMBER TRAVIS BEARD

**PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER LYNN BRYAN

**CALL TO ORDER:** COUNCIL PRESIDENT TRAVIS BEARD

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

### **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

### **PUBLIC AGENDA**

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

Timiko Hampton

**(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)**

**ACTION AGENDA**

**ROUTINE AGENDA**

1. IN THE MATTER OF MINUTES OF FEBRUARY 20, 2024 COUNCIL MEETING
2. IN THE MATTER OF BILL PAY **KH**  
  
Rosie Jones  
Chad Mims  
Lynn Bryan
3. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
4. IN THE MATTER OF NEW BANK ACCOUNTS-2024 G.O. BONDS **KH**
5. IN THE MATTER OF APPROVAL TO SUBMIT FY23 AFG – **AC**
6. IN THE MATTER OF APPROVAL TO SUBMIT ARC COLONIAL ESTATES LIFT STATION REHABILITATION GRANT **AC**
7. IN THE MATTER OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN TUPELO POLICE DEPARTMENT AND US MARSHALS SERVICE TASK FORCE - **JQ**
8. IN THE MATTER OF SURPLUSING PD VEHICLES FOR AUCTION **JQ**
9. IN THE MATTER OF SURPLUSING PD VEHICLES FOR SCRAP **JQ**
10. IN THE MATTER OF APPROVAL OF SOLE SOURCE FOR ARIZON AIR STRUCTURE FOR INSTALL AND DISMANTELING **AF**
11. IN THE MATTER OF SOLE SOURCE FOR ACCUTAB FROM MEMPHIS POOL **AF**
12. IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO THE CITY OF TUPELO FOR FLAGS **AF**
13. IN THE MATTER OF APPROVAL OF ADDENDUM FOR THE AQUATIC CENTER FOR MEMBERSHIP MANAGEMENT SOFTWARE **AF**
14. IN THE MATTER OF BID APPROVAL 2024-003PW SUPPLY AND INSTALLATION THERMOPLASTIC TRAFFIC MARKING – 12 MONTH SUPPLY **CW**
15. IN THE MATTER OF BID APPROVAL (2) ½ TON PICKUP TRUCKS 2024-004PW **CW**
16. IN THE MATTER OF BID APPROVAL 2024-001PW (2) LANDSCAPE DUMP TRUCKS **CW**

- [17.](#) IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF JANUARY 22, 2024 **KK**
- [18.](#) IN THE MATTER OF REAPPOINTMENT OF MR. DANNY RILEY TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS **JT**
- [19.](#) IN THE MATTER OF APPOINTMENT OF MR. KENNETH GREER TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS **JT**
- [20.](#) IN THE MATTER OF AMENDMENT TO CODE OF ORDINANCE SECTION 2-261 CONCERNING THE CITIZEN’S POLICE ADVISORY BOARD **SR**
- [21.](#) IN THE MATTER OF DONATION OF REAL PROPERTY LOCATED AT 3304 S. GREEN STREET TO HABITAT FOR HUMANITY **SR**

**(CLOSE REGULAR SESSION)**

#### **STUDY AGENDA**

- [S1.](#) IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING) **BL**
- [S2.](#) IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING) **BL**

#### **EXECUTIVE SESSION**

#### **ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** February 27, 2024

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

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**Request:**

For review and approval



**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**FEBRUARY 20, 2024**

Be it remembered that a recessed meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, February 20, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney; and Missy Shelton, Clerk of the Council. Council Member Travis Beard was absent. Council Member Davis introduced Rev. Raphael Terry, Pastor of Lane Chapel Church, who led the invocation. Council Member Lynn Bryan, introduced Boy Scout Braxton Johnson, who led the pledge of allegiance.

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

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

**RECOGNITION OF GIRL/BOY SCOUTS**

Mayor Todd Jordan recognized and introduced members of Boy Scout Troop #12, as follows: Sam Agnew, Braxton Johnson and Charleston Root.

**EMPLOYEE RECOGNITION**

Stephanie Coomer was recognized for 15 years of employment with the Convention and Visitor's Bureau.

**PUBLIC RECOGNITION**

Council Member Mims commented on the King City Classic held last weekend. There were eighteen schools represented.

Council Member Gaston said the short course swim meet last weekend was a great success.

Council Member Jones asked that everyone remember the family of the boy who was involved in the homicide over the weekend.

Council Member Palmer stated that Tupelo has progressed and changed over the years and, in his opinion, this is related to great leadership.

Council Member Bryan read a list of sports activities coming up this weekend that will bring a lot of visitors to Tupelo.

Council Member Davis mentioned the black history presentation that was held at the Oren Dunn Museum recently. Those added to the list were: Nettie Davis, Joe Ruff, Wayne Hereford and Zell Long. She also thanked the City of Tupelo for supporting the UNCF Rust College event.

### **MAYOR'S REMARKS**

Mayor Todd Jordan agreed with Council Member Palmer on how much Tupelo has changed and progressed over the years and said we have to keep it up. He thanked the Police Department on their quick apprehension of those involved in the homicide last weekend.

### **IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION AND CLEANUP OF 502 NORTH SPRING STREET**

No one appeared to speak concerning this property.

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

No one appeared to speak concerning the property located at 527 N Church Street.

### **IN THE MATTER OF MINUTES OF FEBRUARY 6, 2024 COUNCIL MEETING**

Council Member Gaston moved, seconded by Council Member Palmer to approve the minutes of the February 6, 2024 Council meeting. Of those present, the vote was unanimous in favor.

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

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

### **IN THE MATTER OF BUDGET AMENDMENT #5 FOR FY 2024**

Council Member Palmer moved, seconded by Council Member Gaston, to approve Budget Amendment #5 for fiscal year 2024. Of those present, the vote was unanimous in favor. APPENDIX A

### **IN THE MATTER OF APPOINTMENT OF REV. ROBERT SHAMBLIN-TRAYLOR TO MAJOR THOROUGHFARE COMMITTEE – WARD 4**

Council Member Bryan moved, seconded by Council Member Palmer, to confirm the appointment of Reverend Robert Shamblin-Traylor to the Major Thoroughfare Committee to represent Ward 4 for a term of 4 years. Of those present, the vote was unanimous in favor. APPENDIX B

### **IN THE MATTER OF APPOINTMENT OF REVEREND HAROLD B WILSON TO POLICE CITIZEN ADVISORY BOARD – WARD 3**

Council Member Gaston moved, seconded by Council Member Jones, to confirm the appointment of Reverend Harold B Wilson to the Police Citizen Advisory Board for a term of 3 years to represent Ward 3. Of those present, the vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF REAPPOINTMENT OF LUCAS BERRYHILL TO THE POLICE CITIZEN ADVISORY BOARD - WARD 2**

Council Member Bryan moved, seconded by Council Member Palmer, to confirm the reappointment of Lucas Berryhill to the Police Citizen Advisory Board, as Vice Chairman, to represent Ward 3 for a term of 3 years. Of those present, the vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF PROPERTIES FOR LOT MOWING**

Council Member Palmer moved, seconded by Council Member Jones, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX E

**IN THE MATTER DEMOLITION AND CLEANUP OF 502 NORTH SPRING STREET**

DDS Director Tanner Newman requested that the Council consider the adjudication of property located at 502 North Spring Street having been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). This property was found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition.

Council Member Gaston moved, seconded by Council Member Jones, that the property located at 502 North Spring Street be found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Of those present, the vote was unanimous in favor of approval of the demolition. APPENDIX F

**IN THE MATTER OF LICENSE COMMISSION MINUTES**

Council Member Gaston moved, seconded by Council Member Palmer, to accept the License Commission minutes of January 23, 2024. Of those present, the vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF MAJOR SUBDIVISION APPLICATION MAJSUB24-01, MAJOR SITE PLAN, AND PRELIMINARY PLAT FOR MT VERNON PLACE SUBDIVISION**

Council Member Palmer moved, seconded by Council Member Jones, to approve the major subdivision application MAJSUB24-01, the major site plan and the preliminary plat for Mt. Vernon Place subdivision. This project consists of a 26-lot residential subdivision east of Mt. Vernon Road at the intersection of McCullough Boulevard for single-family housing. Of those present, the vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF DEVELOPMENT AGREEMENT FOR PARKSIDE RESIDENTIAL SUBDIVISION**

Council Member Gaston moved, seconded by Council Member Mims, to approve a development agreement for Parkside Residential Subdivision with Southern Oaks at Mooreville, LLC. This project consists of 37 total lots in Phase I and 20 lots in Phase II. Of those present, the vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES**

Council Member Palmer moved, seconded by Council Member Bryan, to approve the Major Thoroughfare Committee minutes of January 8, 2024. Of those present, the vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF CONTRACT APPROVAL FOR BID NO. 2023-068PW - DIESEL GENERATOR PACKAGE SYSTEM LABOR AND MATERIALS – FIRE STATIONS 3, 4, 6, 7**

Bid # 2023-068PW – Diesel Generator Package System Labor and Materials for Fire Stations 3, 4, 6 and 7, was awarded to Liberty Electric of Nettleton, MS LLC at the February 6, 2024, Council meeting. Council Member Gaston moved, seconded by Council Member Mims, to approve the contract for this project. Of those present, the vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF CONVENTION AND VISITOR’S BUREAU BOARD MINUTES**

Council Member Gaston moved, seconded by Council Member Mims, to approve the Convention and Visitor’s Bureau Board minutes of February 6, 2024. Of those present, the vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF BID # 2023-066WL - JACKSON STREET - BETWEEN MADISON AND FRONT – OVERHEAD TO UNDERGROUND UTILITY RELOCATION**

The City advertised and accepted bids for Bid #2023-066WL – Jackson Street Between Madison and Front – Overhead to Underground Utility Relocation. Multiple bids were received with the lowest and best bid being from Reinhold Electric, Inc., in the amount of \$5,455,103.70. Council Member Bryan moved, seconded by Council Member Palmer, to award the bid to Reinhold Electric, Inc. Of those present, the vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF CHANGE ORDER # 1 FOR THE REPAIR AND REPAINT OF THE BELDEN ELEVATED WATER STORAGE TANK - BID NO 2023-042WL**

Council Member Palmer moved, seconded by Council Member Jones, to approve change order #1 for Bid # 2023-042WL – Repair and Repaint of Belden Elevated Water Storage Tank. This change order is a deduction of \$1,975.00, and will change the original contract amount to \$330,530.00. Of those present, the vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF AN EMERGENCY PURCHASE OF TWELVE (12) 37.5 kVA PADMOUNT TRANSFORMERS**

Council Member Mims moved, seconded by Council Member Gaston, to approve an emergency purchase of twelve 37.5kVA padmount transformers because of the lead time and possible escalator charge to aluminum and aluminum windings when shipped. Quotes were received, with the lowest and best quote being \$39,060.00 from Arkansas Electric. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)**

Council Member Bryan moved, seconded by Council Member Palmer, to move this item to the Study Agenda. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)**

Council Member Gaston moved, seconded by Council Member Jones, to move this item to the Study Agenda. Of those present, the vote was unanimous in favor. APPENDIX Q

**EXECUTIVE SESSION**

Council Member Bryan moved, seconded by Council Member Mims, to determine the need for an executive session. City Attorney Ben Logan said the session will be for the acquisition and disposal of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor.

Council Member Palmer moved, seconded by Council Member Bryan, to close the regular session and enter executive session for discussion of possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:25 p.m.

After discussion in executive session, Council Member Gaston moved, seconded by Council Member Mims to return to the regular meeting at 6:58 p.m. Of those present, the vote was unanimous in favor.

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Mims moved, seconded by Council Member Gaston, to adjourn the meeting at 6:59 p.m. Of those present, the vote was unanimous in favor.

This the 20<sup>th</sup> day of February, 2024.

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Travis Beard, Council President

ATTEST:

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Missy Shelton, Council Clerk

APPROVED

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Todd Jordan, Mayor

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Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** February 27, 2024  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

For your review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** March 5, 2024

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

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**Request:**

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

**ITEMS:**

Various Vendors	\$800.00	Tupelo Reads event (advertising & hotel expense for speaker)
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## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** March 5, 2023  
**SUBJECT:** IN THE MATTER OF NEW BANK ACCOUNTS-2024 G.O. BONDS **KH**

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### **Request:**

To open a new bank account for the purpose of receiving g.o. bond proceeds from the 2024 G.O. Bond issue. Funds will be maintained separately and any interest earned will be spent on projects that are bondable.

The new bank accounts will be opened at Cadence Bank. The account title will be "City of Tupelo 2024 G.O. Bond Fund.

### **ITEMS:**

Resolution



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE** 05 March 2024

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

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

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

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

**Amount:** \$626,000.00

**Match:** 10%

**Submission Deadline:** 08 March 2024

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

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



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE** 05 March 2024

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

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

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

**Grant:** FY24, ARC MS 21688

**Amount:** \$606,894.00

**Match:** 50%

**Submission Deadline:** February 2024

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



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Police Chief

**DATE:** February 28, 2024

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

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**Request:**

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

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

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

Rev. 03/2023

**PARTIES AND AUTHORITY:**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Print Name:** Danny McKittrick

**Signature:**

**Date:**

**RFTF COMMANDER (where applicable):**

**Print Name:**

**Signature:**

**Date:**

**PARTNER AGENCY:**

**Name:** Tupelo Police Department

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

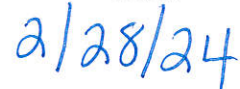
**PARTNER AGENCY REPRESENTATIVE:**

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

**Signature:**



**Date:**



**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE** February 29, 2024

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

---

**Request:**

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

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



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE** February 29, 2024  
**SUBJECT:** IN THE MATTER OF SURPLUSING PD VEHICLES FOR SCRAP **JQ**

---

**Request:**

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

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



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director

**DATE** February 27, 2024

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

---

**Request:**

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





# City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor  
Todd Jordan

## COUNCIL

Chad Mims  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Janet Gaston  
Ward Six

Rosezlia (Rosie) Jones  
Ward Seven

February 26, 2024

To the Mayor and City Council,

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

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

Sincerely,

Alex Farned



**ARIZON**  
COMPANIES

February 15, 2024

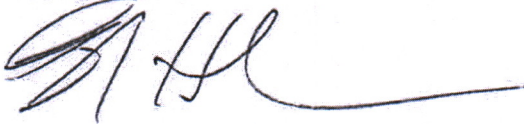
Mr. Don Lewis  
Chief Operations Officer  
City of Tupelo  
P.O. BOX 1485  
Tupelo, MS 38802

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

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

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

Best Regards,



Brandon Hudson  
Arizon Companies



## AGENDA REQUEST

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

---

**Request:**

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

See attached letters.



# City of Tupelo

Department of Parks and Recreation

**Alex Farned, Director**

Mayor  
Todd Jordan

## COUNCIL

Chad Mims  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Janet Gaston  
Ward Six

Rosezlia (Rosie) Jones  
Ward Seven

February 26, 2024

To the Mayor and City Council,

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

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

Sincerely,

Alex Farned



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

February 16, 2024

To Whom It May Concern,

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

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

The Accu-Tab Chlorination System Includes:

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

The Acid Rite Water pH Adjustment System Includes:

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

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

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

Thank you,

Mike Gard

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

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

## 2023-2024 Chemical Bid Overview

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

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



## Memphis Pools

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

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

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

Enzymes	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
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**Janco 360**

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

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



QUOTE

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

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

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

Date 9/29/2023  
Customer # 644002  
Customer PO

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

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

FREIGHT BASED ON CURRENT ESTIMATES, FREIGHT SUBJECT TO CHANGE

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

Thank you for your business!

Memphis Pool Commercial Division

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

Robert Smith



**AQUATIC CONSULTING & EQUIPMENT, INC.**

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

FROM: Brad Bachman- Aquatic Consulting and Equipment

DATE: October 9, 2023

RE: Chemicals

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

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

*Brad Bachman*

Aquatic Consulting and Equipment, Inc  
905 Nightingale Walk

# JANCO360 Inc.

COMPLETE AQUATIC SOLUTIONS

---

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

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

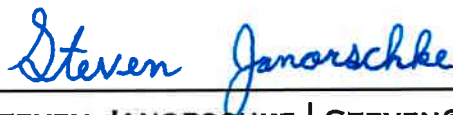
Pricing valid: Oct 1, 2023 – Sept 30, 2024

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

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

Steven Janorschke, President

Janco360 Inc



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



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** January 8, 2024

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

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**Request:**

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



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned

**DATE:** February 27, 2024

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

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**Request:**

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

Note: The contract is attached to this request.

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

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

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

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

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

<b>Daxko, LLC d/b/a Club Automation</b>	<b>Customer</b>
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** February 29, 2024

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

---

**Request:**

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

One Bidder Responded –

Riverside Traffic Systems, Inc.

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

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

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

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

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

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

**CITY OF TUPELO**  
PURCHASING  
Traci Dillard  
662-841-6456  
[Traci.dillard@tupeloms.gov](mailto:Traci.dillard@tupeloms.gov)

---

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



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

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

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

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

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

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

**General Bidder Requirements**

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

**General Specifications**

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





## City of Tupelo, MS

2024-003PW Supply/Installation -

Thermoplastic Traffic Marking and Paint Traffic Marking Materials - 12 month

### BID FORM

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

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

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

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

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

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

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

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

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

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

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

Reverside Traffic Systems Inc.  
 883 St. Hwy 178W.  
 New Albany, ms 38652

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

Bid Date: 2.27.21 10:00 am

Project 2021-063 Pw Supply / Install  
 Thermo Plastic Traffic Marking and Paint  
 Cert. of Resp. 07122-SC Traffic Marking Material 12 months



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

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**CITY OF TUPELO**  
**MAYOR TODD JORDAN**

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Traffic Marking Materials - 12 month

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**CITY OF TUPELO**  
PURCHASING  
Traci Dillard  
662-841-6456  
[Traci.dillard@tupeloms.gov](mailto:Traci.dillard@tupeloms.gov)

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## City of Tupelo, MS

2024-003PW Supply/Installation -

Thermoplastic Traffic Marking and Paint Traffic Marking Materials - 12 month

### BID FORM

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

Item #	Item	Description/Details	Unit Price
1.	4" / 40 mil thermoplastic material:	(linear foot) / mile	
		Continuous Yellow	.60
		Continuous White	.60
		Skip White	.30
		Skip Yellow	.30
2.	4" / 90 mil thermoplastic material:	(linear foot) / mile	
		Continuous Yellow	.80
		Skip White	.40
		Skip Yellow	.40
		Detail White	2.00
		Detail Yellow	2.00
3.	6" / 90 mil thermoplastic material:	(linear foot) / mile	
		Continuous Yellow	1.35
		Skip White	.68
		Skip Yellow	.68
		Detail White	2.75
		Detail Yellow	2.75
4.	6" / 60 mil thermoplastic material:	(linear foot) / mile	
		Continuous White	1.25
5.	Paint 120 Mil Detail Legend - Thermo: paint by the square foot includes arrows, only, railroads, word or symbol markings		10.00
6.	Paint 4" / 120 mil Thermo: stop bar, crosswalk: linear feet		4.00
7.	Paint 4" / 360 mil Thermo: rumble strip – linear foot		12.00



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

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

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

Company: Riverside Traffic Systems, Inc

Contact Name: Tracy Clark

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

Phone #: 662-534-8257

Email: tracy@maxxsouth.net

Authorized Signature: Tracy Clark





RIVETRA-01

BANKINS

## CERTIFICATE OF LIABILITY INSURANCE

DATE

Item # 14.

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

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

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

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

The ACORD name and logo

- 52 -

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Registered marks of ACORD



# State of Mississippi

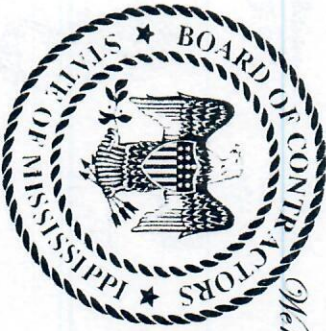
## BOARD OF CONTRACTORS

ACTIVE

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

is duly registered and entitled to perform

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



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

CERTIFICATE OF RESPONSIBILITY

No. 07122-SC

Expires Oct. 8, 2024

*Joel A. Cavall*

CHAIRMAN OF THE BOARD



# Minute Entry Sign Up Sheet

Date: 2/27/2024

Time: 10:00

Bid # 2024-003PW

Department: PW

Project: Thermoplastic

Attendance

Company

Nathan Hughes  
Tracy Sullivan  
Seneca Bryant  
Magen Henderson

COT  
COT



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** February 29, 2024

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

---

**Request:**

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

One Bidder Responded

Cannon Chevrolet Nissan

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

Delivery – 2 Weeks

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



## CITY OF TUPELO

### Landscape Dump Trucks & Half Ton Pickup Trucks

### Reverse Auction Bid Tabulation

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

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

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

REQUEST FOR PROPOSALS

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

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

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



**CITY CONTACT:**

Traci Dillard

Controller for the City of Tupelo

Phone: 662-841-6513

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

**BID MANAGEMENT CONTACT:**

PH Bidding Group

Cory Dewett

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

662-407-0193

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

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

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

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

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

## **ADVERTISEMENT FOR PROPOSALS**

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

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

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

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

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

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

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

**Traci Dillard  
Purchasing Agent**

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

## **INFORMATION FOR BIDDERS**

### **I. SCOPE**

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

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

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

### **GENERAL INFORMATION**

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

### **II. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS**

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

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

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

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

#### **PH BIDDING GROUP**

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

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

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

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

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

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

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

### IV. **PROPOSAL OPENING**

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

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

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

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## V. REVERSE AUCTION

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

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

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

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

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

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

## VI. QUESTIONS

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

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

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

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**VII. SPECIFICATION CLARIFICATION**

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

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

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

A large, light blue watermark logo for PH Bidding Group is centered on the page. It features the letters 'PH' in a large, bold, sans-serif font, with 'BIDDING' in a similar font below it, and 'GROUP' in a smaller font at the bottom. The logo is partially obscured by a large, light blue circular graphic element.A large, light blue watermark logo for PH Bidding Group is centered on the page. It features the letters 'PH' in a large, bold, sans-serif font, with 'BIDDING' in a similar font below it, and 'GROUP' in a smaller font at the bottom. The logo is partially obscured by a large, light blue circular graphic element.**PH BIDDING GROUP**

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**\*FORM A\***

*Submission Cover Letter  
for  
Unpriced Technical Proposals*

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

The undersigned proposes to provide Two (2) New ½ Ton Pickup Trucks per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

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

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

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

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

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

Printed Name J. Steven Hand

Title Commercial and Fleet Sales Director

Company Name Cannon Chevrolet Nissan

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

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

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

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

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

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

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

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

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

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

### **BIDDER'S CHECKLIST**

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

**BIDDER INFORMATION**

Company Cannon Chevrolet Nissan Title Commercial and Fleet Sales Director

Physical Address 69900 Hwy 82 W.

Billing Address same

City Greenwood State MS Zip 38930

Phone 662-453-4211 extension 3415

Email shand@nobodybeatsacannondeal.com

Authorized Agent Name J. Steven Hand

Title Commercial and Fleet Sales Director

Signature J. Steven Hand



## **Supplier Agreement**

### **INTENT AND CONTACT**

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

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

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

PH Bidding Group Contact information is:

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

### **TERMS OF USE**

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

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

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

#### **Definitions:**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

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

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

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

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

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

Organization, Company, or Individual represented: Cannon Chevrolet Nissan

Authorized Representative (Printed Name): J. Steven Hand

Title of Authorized Representative: Commercial and Fleet Sales Director

**Billing Information:**

Email Address: shand@nobodybeatsacannondeal.com

Physical Address: 69900 Hwy 82 West

Greenwood, MS 38930

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

Office Phone: 662-453-4211 extension 3415

Mobile Phone: 601-383-4263

Signature: J. Steven Hand

Date: 15 February 2024

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

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

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## AGENDA REQUEST

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

---

**Request:**

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

One Bidder Responded

Cannon Chrysler Jeep Dodge Ram

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

Delivery Lead Time - 12 Months

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

**REQUEST FOR PROPOSALS**

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

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

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



**CITY CONTACT:**

Traci Dillard

Controller for the City of Tupelo

Phone: 662-841-6513

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

**BID MANAGEMENT CONTACT:**

PH Bidding Group

Cory Dewett

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

662-407-0193

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

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

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

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

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## **ADVERTISEMENT FOR PROPOSALS**

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

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

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

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

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

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

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

**Traci Dillard  
Purchasing Agent**

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

## INFORMATION FOR BIDDERS

### I. SCOPE

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

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

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

### GENERAL INFORMATION

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

### II. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS

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

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

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

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

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

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

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

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

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

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

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

### IV. **PROPOSAL OPENING**

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

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

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

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## V. **REVERSE AUCTION**

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

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

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

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

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

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

## VI. **QUESTIONS**

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

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

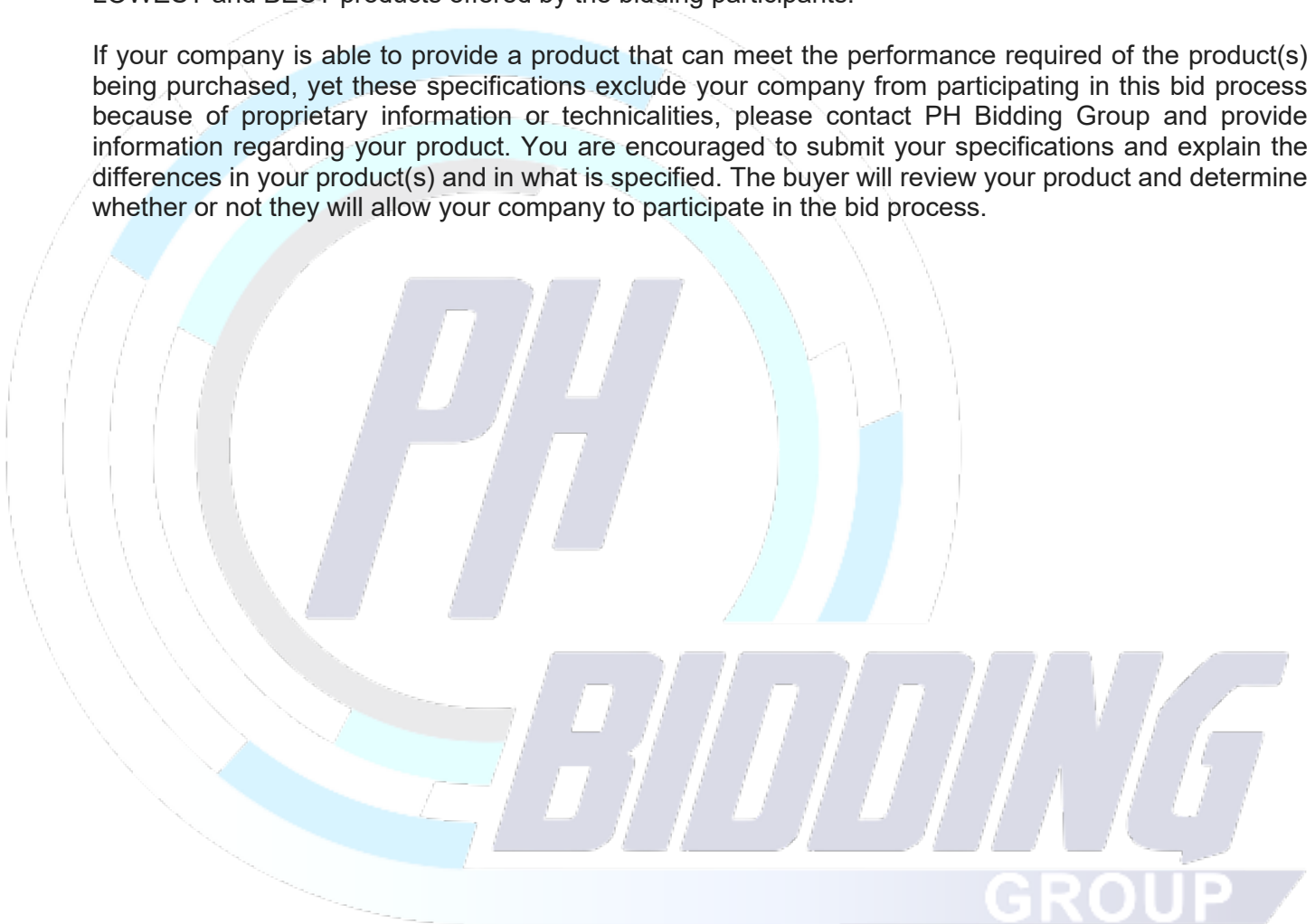
No oral explanations by any member of the City of Tupelo nor City of Public Works Department staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

## VII. **SPECIFICATION CLARIFICATION**

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

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

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



### **PH BIDDING GROUP**

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**\*FORM A\***

*Submission Cover Letter  
for  
Unpriced Technical Proposals*

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

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

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

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

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

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

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

Printed Name J. Steven Hand

Title Commercial and Fleet Sales Director

Company Name Cannon Chrysler Jeep Dodge Ram

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

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

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

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

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

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

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

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

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

**CAB AND CHASSIS YEAR:** 2024

**DUMP BODY MANUFACTURER:** Warren

**ESTIMATED DELIVERY LEAD TIME:** 1 year

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

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

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



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

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

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## **Supplier Agreement**

### **INTENT AND CONTACT**

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

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

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

PH Bidding Group Contact information is:

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

### **TERMS OF USE**

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

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

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

#### **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PH BIDDING GROUP

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

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

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

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

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

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

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

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

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

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS  
[www.phbidding.com](http://www.phbidding.com) | 661-266-0033 | [cory@phbidding.com](mailto:cory@phbidding.com)



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

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

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

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

**Billing Information:**

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

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

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

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

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

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

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

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

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

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS  
[www.phbidding.com](http://www.phbidding.com) | 662-407-0193 | [cory@phbidding.com](mailto:cory@phbidding.com)





## CITY OF TUPELO

### Landscape Dump Trucks & Half Ton Pickup Trucks

### Reverse Auction Bid Tabulation

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

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

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



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kevan Kirkpatrick, Director Cadence Bank Arena

**DATE** February 27, 2024

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

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**Request:**

PLEASE REVIEW AND ACCEPT MINUTES OF JANUARY 22, 2024



**CADENCE BANK**  
Arena & Conference Center

Tupelo Coliseum Commission  
Regular Meeting Minutes  
January 22, 2024

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

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

Representatives of the City of Tupelo Present:

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

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

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

**Financial Report**

Kim Hanna discussed the financial report.

**Director's Report**

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

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

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



**CADENCE BANK**  
Arena & Conference Center

**Old Business:**

None

**New Business**

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

**Check Approval:**

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

**Adjournment:**

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

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Jessica Hollinger  
Secretary



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Jason Hayden  
Chair



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** February 28, 2024

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

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Request:

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





## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** February 28, 2024

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

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Request:

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



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** February 29, 2024

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

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**Request:**

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

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



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** February 29, 2024

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

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**Request:**

The City of Tupelo purchased real property located at 3304 South Green Street on October 5, 2022 from James Nathan Sizemore. Upon request of Habitat for Humanity, it is requested that this property be donated to Habitat pursuant to Miss. Code Ann. § 21-17-1 (3)(b)(i).



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, DDS Director

**DATE** November 2, 2023

**SUBJECT:** IN THE MATTER OF DEVELOPMENT CODE AMENDMENT –  
MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)TN

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**Request:**

For discussion, review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, DDS Director

**DATE** November 2, 2023

**SUBJECT:** IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS  
(TABLED AT NOVEMBER 7, 2023 MEETING)TN

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**Request:**

For discussion, review and approval.