



TUPELO REGULAR CITY COUNCIL MEETING

FEBRUARY 02, 2021 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCILWOMAN NETTIE DAVIS

PLEDGE OF ALLEGIANCE: COUNCILMAN LYNN BRYAN

CALL TO ORDER: COUNCIL PRESIDENT MIKE BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

1. IN THE MATTER OF HEALTHY HOMETOWN GRANT FINAL REPORT AF

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

CITIZEN HEARING

2. REQUEST TO SPEAK - YVETTE BROOKS

ACTION AGENDA

3. IN THE MATTER OF REZONING ORDINANCE 20-02 (MOVED FROM STUDY AGENDA JAN 19, 2021) **PF**

ROUTINE AGENDA

4. IN THE MATTER OF APPROVAL OF COUNCIL MINUTES FOR JANUARY 19, 2021
5. IN THE MATTER OF APPROVAL OF BILL PAY **KH**
6. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
7. IN THE MATTER OF BUDGET AMENDMENT #3 **KH**
8. IN THE MATTER OF PLANNING COMMITTEE MINUTES OF DECEMBER 21, 2020 **PF**
9. IN THE MATTER OF TAX ABATEMENT APPLICATION FOR STEAK AND SHAKE **PF**
10. IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES **BA**
11. IN THE MATTER OF TEMPORARY SECURITY SERVICES FOR THE TUPELO AIRPORT AUTHORITY **BA**
12. IN THE MATTER OF APPROVING AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO POLICE DEPT AND ATF **BA**
13. IN THE MATTER OF APPROVING AMENDED MEMORANDUM OF AGREEMENT BETWEEN TUPELO POLICE DEPT AND ATF **BA**
14. IN THE MATTER OF BID APPROVAL – THERMOPLASTIC **CW**
15. IN THE MATTER OF BID AWARD 2020-040WL L.E.D. LUMINAIRES **JT**
16. IN THE MATTER OF SURPLUS VEHICLES **JT**
17. IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A FIRE PROTECTION RATE INCREASE **JT**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

[E1.](#) IN THE MATTER OF EXECUTIVE SESSION **BL**

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE January 28, 2021

SUBJECT: IN THE MATTER OF HEALTHY HOMETOWN GRANT FINAL REPORT AF

Request:

We would like for the Mayor and City Council to hear the final report for the Healthy Hometown Grant.

TUPELO

AN ALL-AMERICA CITY

BCBS HEALTHY HOMETOWN AWARD

TUPELO PUBLIC SCHOOL DISTRICT

- PE equipment for all thirteen (13) schools
- Fan and shade cloth for Sprout House at Lawndale
- Fins, goggles, swimsuits for the Little Ripples program
- Sink for Structured Day
- Eight (8) water bottle filling stations for K-5th grade schools

TUPELO FARMERS' DEPOT

- Twelve (12) hand-sanitizing stations
- Twenty (20) plastic tables for vendors

COMMUNITY GARDENS

- Basic garden supplies for Parkhill Community Garden/Haven Acres Boys and Girls Club's garden...irrigation end caps, hose, PVC pipes, Black Kow, cinder blocks, mulch, etc.
- Seventy-six (76) blackberry, blueberry, strawberry bushes, and muscadine vines to change Parkhill Community Garden to a berry garden

COMMUNITY-WIDE EVENTS

- "50 Ways to Leave Your Blubber" - free exercise/activity classes; 55 classes were offered free of charge to community; advertised on Tupelo Fit Facebook page; Yoga, Zumba, Pickleball, Boga Fit, Aqua101, Tai Chi, N2Deep, Line Dancing, Aqua Zumba, Boot Camp, Tennis 101, SS & R Back Exercise, Piyo, Solo Salsa, Aqua Hip Hop, Tabata Circuit, Latin Fusion, etc.
- Three (3) Boga Fit mats
- Race clock for a variety of 5K running events
- 48 cu. yds. of both pea gravel and 2"-3" gravel; 70 pressure-treated pine lumber for the six miles of trails that encircle Tupelo
- Lumber, Miracle-Gro, Black Kow, Fiskars garden tool sets, garden hoses, and mulch for 40 families to install a 2x8x12 for 40 families



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE January 28, 2021

SUBJECT: IN THE MATTER OF REQUEST TO SPEAK YVETTE BROOKS

Request:

Request to speak regarding property located at 322 Lake Street.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Pat Falkner, Director, Development Services
DATE January 26, 2021
SUBJECT: IN THE MATTER OF REZONING ORDINANCE 20-02 **PF**

Request: The Planning Committee recommended approval of the request to rezone two parcels on Lawndale Drive from Mixed Use Residential to Mixed Use Commercial. A public hearing on this was held on January 19.

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING
MAP OF THE CITY OF TUPELO, MISSISSIPPI**

Case No. RZ 20-02

Parcel #s: 077R3612600 and 077R3612601

WHEREAS, a request was filed with the Department of Planning and Community Development to change the zoning on certain pieces of property; and,

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on Monday, December 21, 2020. The Planning Committee recommended approval of the proposed zoning change; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, January 19, 2021, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

WHEREAS, the City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public

health, safety, morals and general welfare to amend the current Development Code, and the provisions below are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

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

1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.

2. The portions of the following described property which are currently zoned Mixed Use Residential, are hereby amended to be zoned Mixed Use Commercial Corridor:

Lots 5 and 6 in Block 4, according to Boggan Grove Subdivision, plat of which is recorded in Book 184, Page 26, of the Deed Records of Lee County, Mississippi and in the South ½ of Section 36, Township 9, Range 5 East, in Lee County, Mississippi.

LESS AND EXCEPT that property deeded by the Grantor herein to Standard Oil Company by Deed dated October 29, 1957.

AND

Lot 8 in Block 4, according to Boggan Grove Subdivision, plat of which is recorded in Book 184, Page 26, of the Deed Records of Lee County, Mississippi and in the South ½ of Section 36, Township 9, Range 5 East, in Lee County, Mississippi.

3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to law.

The foregoing Ordinance was proposed in a motion by Councilman _____, seconded by Councilman _____, and was brought to a vote as follows:

- _____ Councilman Markel Whittington
- _____ Councilman Lynn Bryan
- _____ Councilman Travis Beard
- _____ Councilman Nettie Davis
- _____ Councilman Buddy Palmer
- _____ Councilman Mike Bryan
- _____ Councilman Willie Jennings

Whereupon, the ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 2nd day of February, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mike Bryan, President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Jason L. Shelton, Mayor

DATE: February 2, 2021



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE January 27, 2021

SUBJECT: IN THE MATTER OF APPROVAL OF COUNCIL MINUTES FOR JANUARY 19, 2021

Request:

Please review and approve.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

JANUARY 19, 2021

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, January 19, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Mike Bryan; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Willie Jennings attended by ZOOM.

Councilman Buddy Palmer gave the invocation. Councilman Mike Bryan led the pledge of allegiance.

President Mike Bryan called the meeting to order at 6:00 PM.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Palmer moved, seconded by Councilman Beard, to confirm the agenda and agenda order as presented. The vote was unanimous in favor.

IN THE MATTER OF PUBLIC RECOGNITIONS

Councilwoman Davis thanked all those who participated in the Martin Luther King Day activities.

IN THE MATTER OF MAYOR'S REMARKS

Mayor Shelton began by letting everyone know that his son, William, turned 5 months old on January 18. He thanked all those who organized and participated in the candlelight and church bells for the National Day of Service. COVID vaccines have been opened up to those who are 65 years of age and older and with certain health conditions that might make them more vulnerable to the virus. He encouraged all to continue social precautions of social distancing, hand washing and wearing masks. He also reminded everyone that Governor Reeves has extended the executive orders that are currently in place.

The Mayor asked everyone to pray for safety at the Presidential inauguration and congratulated Joe Biden and Kamala Harris on their election of President and Vice President of the United States. He wished them the utmost success and safety for both the incoming and outgoing officials.

IN THE MATTER OF PUBLIC HEARING FOR REZONING OF 109-113 LAWDALE DRIVE

A Public Hearing was held to consider opinion for rezoning of property located at 109-113 Lawndale Drive from mixed use residential to mixed use commercial corridor. No one appeared to address the Council.

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION

A Public Hearing was held to consider the demolition for the following properties:

211 Barnes Street

920 Blair Street

2471 Walsh Drive

5173 Purnell Road

No one appeared to address the demolitions.

IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON JANUARY 5, 2021

Councilwoman Davis moved, seconded by Councilman Beard, to approve the minutes of the regular Council meeting of January 5, 2021. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:00 p.m. by Council members: Nettie Davis, Travis Beard, Markel Whittington, and Buddy Palmer; and Accounts Payable Clerk Traci Dillard. Councilman Beard moved, seconded by Councilman Palmer, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. **APPENDIX A**

IN THE MATTER OF SURPLUS FIXED ASSETS

CFO/City Clerk Kim Hanna presented a list of items to surplus. The items are no longer working or no longer compatible with current hardware/software and should be destroyed, scrapped or auctioned, as indicated on the list. Councilman Whittington moved, seconded by Councilman Palmer to approve the list as submitted for surplus. The vote was unanimous in favor. **APPENDIX B**

IN THE MATTER OF APPROVAL FOR SUBMISSION OF FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM

Grant Writer Abby Christian presented a grant to be submitted to the US Department of Homeland Security Federal Emergency Management Agency for approval. The 'Fiscal Year 2020 AFG ' is for approximately \$99,045 and requires no match from the City and will be used to purchase 5 NFPA standard washer extractors and 7 dryers. These units are to gain compliance with updated NFPA standards governing the PPE. Councilwoman Davis moved, seconded by Councilman Beard to approve submission of the grant, as stated. The vote was unanimous in favor. **APPENDIX C**

IN THE MATTER OF APPROVAL OF CONTRACT FOR BCSARENA WI-FI PROJECT

CFO/City Clerk Kim Hanna presented a purchase agreement for approval between the City of Tupelo and Synergetics Diversified Computer Services, Inc. for the BCS Arena WI-FI Project in the amount of

\$256,069.88. This project was awarded in a previous Council meeting. Councilman Palmer moved, seconded by Councilman Jennings, to approve the purchase agreement, as stated. The vote was unanimous in favor and a copy of the agreement is attached to these minutes as **APPENDIX D.**

IN THE MATTER OF SURPLUS VEHICLE

DDS Director Pat Falkner requested the Council to approve the surplus of a vehicle damaged in an accident. The 2019 Ford F-150 VIN # 1FTEW1C5XKFB20745, will be sold to the insurance company of the 2nd party. Councilwoman Davis moved, seconded by Councilman L Bryan to approve the settlement with the insurance company and surplus the vehicle. The vote was unanimous in favor. **APPENDIX E**

IN THE MATTER OF DEMOLITION

A Public Hearing was held earlier in this meeting for the possible demolition of the following properties: 211 Barnes Street, 920 Blair Street, 2471 Walsh Road and 5173 Purnell Road. Councilman Whittington moved, seconded by Councilman L Bryan, to approve the demolition list. At this time, Ms. Lisa Diallo stood requesting to speak concerning the property located at 5173 Purnell Road. Councilwoman Davis moved, seconded by Councilman Beard, to suspend the rules and allow Ms. Diallo to speak. The vote was unanimous in favor. Ms. Diallo addressed the Council asking for additional time to bring her property up to code. She was instructed to meet with DDS and see if a solution is possible. President M Bryan then brought the original motion to a vote. The vote was unanimous in favor to approve the demolition of the properties presented. **APPENDIX F**

IN THE MATTER OF PLANNING COMMITTEE MINUTES DECEMBER 7, 2020

Councilman Whittington moved, seconded by Councilman Palmer, to approve the minutes of the Planning Committee of the December 7, 2020, meeting. The vote was unanimous in favor. **APPENDIX G**

IN THE MATTER OF APPROVAL OF SHOCKWAVE AQUATIC USAGE AGREEMENT FOR TUPELO AQUATIC CENTER

Alex Farned, director of the Park and Recreation Department, presented an agreement between the City of Tupelo and Shockwave Aquatic. This agreement was originally proposed as a five year agreement when the Aquatic Center opened and is now being presented as a one year contract, to be renewed each year by Council. The contract is for \$30,000 for the length of the contract. Councilman Beard moved, seconded by Councilman Palmer, to approve the contract with Shockwave Aquatic. The vote was unanimous in favor. **APPENDIX H**

IN THE MATTER OF REAPPOINTMENT OF RON RICHARDSON TO POLICE ADVISORY BOARD

Councilman Jennings moved, seconded by Councilman Whittington, to approve the reappointment of Mr. Ron Richardson to the Police Advisory Board. The vote was as follows: Voting Aye.....Whittington, L Bryan, Beard, Davis, Palmer and Jennings; Voting Nay.....M Bryan.

APPENDIX I

IN THE MATTER OF REAPPOINTMENT OF WILLIAM ‘BILL’ ALLEN TO POLICE ADVISORY BOARD

Councilman Palmer moved, seconded Councilwoman Davis, to approve the reappointment of Bill Allen to the Police Advisory Board. The vote was as follows: Voting Aye.....Whittington, L Bryan, Beard, Davis, Palmer and Jennings; Voting Nay.....M Bryan. **APPENDIX J**

IN THE MATTER OF SURPLUS OF POLICE DEPARTMENT VEHICLE

Police Chief Bart Aguirre requested the Council to approve the surplus of a 2011 Dodge Charger, VIN 2B3CL1CG0BH589215, no longer of use for the City of Tupelo. The car has over 200,000 miles and the Public Works Department has advised that the maintenance cost outweighs the cost of maintaining it. Councilwoman Davis moved, seconded by Councilman Beard, to approve the request to surplus the 2011 Dodge Charger. The vote was unanimous in favor. **APPENDIX K**

IN THE MATTER OF CVB MINUTES JANUARY 13, 2021

Councilman Palmer moved, seconded by Councilman Jennings, to approve the CVB Minutes of the January 13, 2021, meeting. The vote was unanimous in favor. **APPENDIX L**

IN THE MATTER OF LAWDALE DRIVE REZONING RZ20-02

This item was moved to the Action Agenda for the next Council meeting. **APPENDIX M**

IN THE MATTER OF EXECUTIVE SESSION

Councilwoman Davis moved, seconded by Councilman Whittington, to determine the need for an Executive Session. The vote was unanimous in favor. Attorney Ben Logan said the session will be for the transaction of business and discussion regarding the report, development or course of action regarding security personnel, plans or devices. Miss. Code 25-41-7 (4) (c) (1972 as amended). **APPENDIX N**

Councilman Whittington moved, seconded by Councilman Palmer, to enter an Executive Session. The vote was unanimous in favor. The following were invited to attend the Executive Session: Mayor Jason Shelton, Don Lewis, Kim Hanna, Police Chief Bart Aguirre, Deputy Chief Jackie Clayton, Deputy Chief Anthony Hill, Fire Chief Thomas Walker, Steven Reed and Lucia Randle.

A discussion was held concerning the topic approved for Executive Session.

Councilwoman Davis moved, seconded by Councilman Whittington, to leave Executive Session and re enter the Regular Meeting. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council, at this time, Councilman Beard moved, seconded by Councilman Jennings, to adjourn the meeting at 7:23 p.m. This the 19th day of January, 2021.

Mike Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Jason Shelton, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, City Clerk/CFO
DATE January 27, 2021
SUBJECT: IN THE MATTER OF APPROVAL OF BILL PAY

Request:

Please review and approve.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE February 2, 2021
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

The 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:

MS Radio Group	\$399	Black History Month ads
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AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE February 2, 2021
SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #3 **KH**

Request:

Please review and approve amendment #3

ITEMS:

Amendment #3

City of Tupelo
Fy 2021 Budget Revision #3

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

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,897,082		7,897,082
Licenses & Permits	1,030,000		1,030,000
Intergovernmental Revenues	27,155,845	83,361	27,239,206
Charges for Services	747,000		747,000
Fines & Forfeits	728,000		728,000
Interest Income & Misc. Revenues	723,860		723,860
Other Financing Resources	226,471		226,471
Unreserved Fund Balance	4,341,535	-	4,341,535
Total General Fund Revenues	42,849,793	83,361	42,933,154

Purpose: To increase the budget for Homeland Security grant awards.

Expenditures:

City Council

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

Purpose:

Executive Dept.

Personnel	744,961		744,961
Supplies	22,000		22,000
Other Services & Charges	277,475		277,475
Capital	-	-	-
Total Executive Dept.	1,044,436	-	1,044,436

Purpose:

City Court

Personnel	857,905		857,905
Supplies	23,100		23,100
Other Services & Charges	107,601		107,601
Capital	7,000	-	7,000
Total City Court	995,606	-	995,606

Purpose:

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

Purpose:

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

Purpose:

<u>Personnel Dept.</u>			
Personnel	156,935		156,935
Supplies	4,100		4,100
Other Services & Charges	88,446		88,446
Capital	-	-	-
Total Personnel Dept.	249,481	-	249,481

Purpose:

<u>Development Services</u>			
Personnel	1,283,411		1,283,411
Supplies	24,000		24,000
Other Services & Charges	66,921		66,921
Capital	-	-	-
Total Development Services	1,374,332	-	1,374,332

Purpose:

<u>Police Dept</u>			
Personnel	8,940,116		8,940,116
Supplies	563,000		563,000
Other Services & Charges	1,526,293		1,526,293
Capital	179,500	83,361	262,861
Total Police Dept.	11,208,909	83,361	11,292,270

Purpose: To increase the capital budget for the Homeland Security funds awarded for a K-9 and equipment.

<u>Fire Dept</u>			
Personnel	5,955,355		5,955,355
Supplies	282,150		282,150
Other Services & Charges	301,689		301,689
Capital	-	-	-
Total Fire Dept.	6,539,194	-	6,539,194

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,050,264		3,050,264
Supplies	363,100		363,100
Other Services & Charges	2,176,058		2,176,058
Capital	17,000	-	17,000
Total Public Works	<u>5,606,422</u>	<u>-</u>	<u>5,606,422</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,877,386		1,877,386
Supplies	377,585		377,585
Other Services & Charges	921,062		921,062
Capital	10,000	-	10,000
Total Parks & Rec	<u>3,186,033</u>	<u>-</u>	<u>3,186,033</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	435,039		435,039
Supplies	103,500		103,500
Other Services & Charges	363,075		363,075
Capital	5,000	-	5,000
Total Aquatics Facility	<u>906,614</u>	<u>-</u>	<u>906,614</u>
Purpose:			
<u>Museum</u>			
Personnel	126,180		126,180
Supplies	9,000		9,000
Other Services & Charges	30,850		30,850
Capital	-	-	-
Total Museum	<u>166,030</u>	<u>-</u>	<u>166,030</u>
Purpose:			
Community Services	<u>1,050,904</u>	<u>-</u>	<u>1,050,904</u>
Purpose:			
Debt Service	<u>664,621</u>	<u>-</u>	<u>664,621</u>
Purpose:			
Other Financing Uses	<u>7,586,018</u>	<u>-</u>	<u>7,586,018</u>
Reserves	<u>30,561</u>	<u>-</u>	<u>30,561</u>
Total General Fund Expenditures	<u>42,849,793</u>	<u>83,361</u>	<u>42,933,154</u>

	Original Budget	Amendment	Amended Budget
Fund 102			
Tourism Fund			
Revenues			
Intergovernmental Revenues	3,461,927	421,761	3,883,688
Interest & Miscellaneous Income	40,785		40,785
Unreserved Fund Balance	768,441	-	768,441
	<u>4,271,153</u>	<u>421,761</u>	<u>4,692,914</u>
Total Revenues	<u>4,271,153</u>	<u>421,761</u>	<u>4,692,914</u>
Expenditures			
Personnel Services	731,341		731,341
Supplies	19,500		19,500
Other Services & Charges	1,984,411	421,761	2,406,172
Capital Outlay	10,000		10,000
Other Financing Uses	1,525,901	-	1,525,901
	<u>4,271,153</u>	<u>421,761</u>	<u>4,692,914</u>
Total Expenditures	<u>4,271,153</u>	<u>421,761</u>	<u>4,692,914</u>

Purpose To increase the original budget for more advertising and event creation based on actual sales tax collections from October 2020 thru January 2021.

Voting

Councilman Markel Whittington	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilman Nettie Davis	_____
Councilman Buddy Palmer	_____
Councilman Mike Bryan	_____
Councilman Willie Jennings	_____

Approved:

 President of the Council
 City of Tupelo

Attest:

 Clerk of the Council

 Mayor
 City of Tupelo

Attest:

 City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Pat Falkner, Director, Development Services

DATE January 26, 2021

SUBJECT: IN THE MATTER OF REVIEW/ACCEPT/REJECT PLANNING COMMITTEE
MINUTES OF DECEMBER 21, 2020 **PF**

Request: The minutes of the December 21, 2020 Planning Committee meeting are attached. The rezoning item on the agenda is a separate action item on the Action Agenda, so action on this item will apply only to the first item, a variance.

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
December 21, 2020**

CALL TO ORDER

Chairperson Ms. Leslie Mart called the meeting to order. She asked Ms. Pam Hadley to open with a prayer and Mr. Lindsay Leake to lead the pledge of allegiance. Ms. Patti Thompson, Mr. Scott Davis and Development Services staff members Pat Falkner and Marilyn Vail were in person. Ms. Mart, Mr. Jimmy Swann, Ms. Pam Hadley, and Mr. Lindsey Leake were present using Zoom.

REVIEW OF DECEMBER 7, 2020 MINUTES

Chairperson Mart asked the group if they had reviewed the minutes of the last meeting. Mr. Davis made a motion to approve the minutes as written and Ms. Thompson seconded. The motion carried and the minutes were approved.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the rezoning approved in November will have its final public hearing and vote before the Council on January 5, 2020. The actions from December 7 will be submitted for that date as well.

NEW BUSINESS

- **FLEXVAR20-09: Application from Adelina Mateo Juan to allow on premises consumption of beer at 2307-B West Main Street, less than the required 100 foot separation from a protected building.**

Ms. Mateo appeared and stated that she was opening a new restaurant in the space where a restaurant had been operating previously, and that she needed to be able to serve beer in order for the business to be financially viable.

Mr. Falkner explained that the separation distance had been measured from the back wall of the restaurant space to the wall of the residence at 110 South Foster. He noted that there had not been any comments from the public on the application, only one person with a question.

Ms. Mart asked if there would be any outdoor dining or music. Ms. Mateo answered that there would not be due to the limited parking area available. Ms. Mart asked about the number of people the restaurant could hold. Ms. Mateo said that there would be three employees.

Mrs. Thompson said that she would be willing to approve the request if it could be reviewed in a year. Mr. Davis made a motion to that effect, with the condition stated that if there were no complaints or objections within the year, the approval would become permanent without further review. Mrs. Thompson seconded the motion which was passed unanimously.

- **RZ 20-02: Application from Ms. JoAnn Box to extend the Mixed Use Commercial Zoning onto two adjacent lots, Parcels 077R-36-126-00 and 077R-36-126-01, formally recognized as 109 and 113 South Lawndale.**

Ms. Margaret Ann Kennedy represented the application on behalf of her mother Ms. Box, the owner of the property. Participation by Zoom, Ms. Kennedy explained that her mother owned the adjoining property at the corner of West Main Street and Lawndale, which is already zoned MUCC. She has a contract for sale of the property contingent on rezoning the additional lots on Lawndale. The potential purchaser has plans to develop a convenience store on the site, for which the property currently zoned MUCC is not large enough.

Mr. Falkner explained that the applicant had submitted a preliminary site plan which showed a landscape buffer designed to meet the city's requirement for commercial projects adjoining residential property. He noted that civil plans were not available yet, and the design of the buffer would need to take into account the likelihood of a retaining wall along the south and east sides of the property.

Committee members asked about the dimensions of the buffer, the height and placement of the fence, and the materials to be used for the fence.

Mr. Swann stated that he was familiar with the area which has been dormant and would benefit from new development.

Ms. Thompson asked if conditions could be placed on the action. Ms. Mart noted for the record that the project would have to meet code requirements for the landscape buffer, with the stipulation that landscaping be provided outside the retaining wall that would be above the height of the wall.

Ms. Thompson made a motion to approve the application with that condition. Ms. Hadley seconded the motion which passed unanimously.

- **FLEXVAR20-08: Application from Michael Carter / CLRS, LLC to allow construction of a building addition with a five-foot setback rather than the required ten-foot setback.**

This item remained on the table.

Ms. Mart asked if there were any applications pending for January. Mr. Falkner replied that there were not.

The Committee adjourned the meeting.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Pat Falkner, Director, Development Services

DATE: January 27, 2021

SUBJECT: IN THE MATTER OF REVIEW//APPROVE//REJECT TAX ABATEMENT APPLICATION **PF**

Attached is a copy of the application for five year tax abatement for the Steak and Shake restaurant on North Gloster Street.

CITY OF TUPELO DEPARTMENT OF DEVELOPMENT SERVICES

APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION UNDER MISS. CODE ANN. §17-21-5 (EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

Property Owner Name: M + M FAMILY REAL ESTATE, LLC

Owner Mailing Address: P.O. Box 3874

Property Address: 1665 NORTH GLOSTER Parcel Number: 084N 19022 01

Name of Business: STEAK 'N SHAKE Type of Business: RESTAURANT

Total Project Cost: \$ 3.1 MIL Number of Employees: 35

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

1) Identify in which District is the property located (attach map showing location of property):

Central Business District (except Urban Renewal Project area designated by Tupelo City Council on December 1, 1998)

Redevelopment District

Business Improvement District

2) Attach copy of Certificate of Occupancy

3) Identify which one or more of the following objectives applicant contends is met by the new construction, renovation or improvement:

Substantial renovation of, improvement to, or historic preservation of existing structure (attach statement from architect)

New building construction

Improvement of design quality above city code requirements (attach certification by Development Services staff)

Access management improvement (vehicular or pedestrian connection to adjoining properties) (attach certification by Development Services staff)

Energy efficiency improvements (document according to LEED system)

- 4) Document value of new construction, renovation or improvement to the property (*attach contractor invoices or accountant's compilation of capital costs, and before and after photographs of property*)

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

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

First new business completed in area of redevelopment of site of
buildings destroyed in 2014 tornado

(additional sheets may be attached)

Matt McKnight
 Owner signature

01/26/2021
 Date

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

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

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

Date application received by Development Services Department: _____
 Received by: _____

initial deadline was not met; this ² submittal requests ~~consideration~~ waiver of that submittal deadline.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chief Bart Aguirre
DATE January 27,2021
SUBJECT: IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES **BA**

Request:

Please see the attached list of our current unmarked vehicles that the Tupelo Police Department maintains as of January 27,2021.

Description	Location	Vin Number
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#33 1999 Ford Crown Victoria	Detectives	2FAFP71W8XX156676
#41 2000 Chevy Impala Blue (Spare)	NMLETC	2G1WF55K5Y9235388
#34 2005 Ford Crown Victoria	SRO	2FAFP71W35X119080
EOD #86 2019 Chevy Tahoe (Black)	EOD	1GNLCDKC2KR344874
#03 2006 Ford Crown Victoria	SRO	2FAFP71W46XI33426
#02 2006 Ford Crown Victoria	Detectives	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
#23 2006 Ford Crown Victoria	Detectives	2FAFP71W86X133428
#51 2006 Ford Crown Victoria	Detectives	2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#14 2011 Dodge Charger Black Hemi	Major	2B3CL1CTXBH600735
#26 2011 Chevrolet Tahoe Police	K9	1GNLC2E04BR375369
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-6 2013 Chevy Tahoe	scu	1GNLC2E07DR159941
#48 2013 Chevy Tahoe (silver)	K9	1GNLC2E06DR276720
#57 2008 Ford Expedition (white)	Admin	1FMFK155X8LA63479
#75 2007 Ford Crown Victoria	scu	2FAFP71W77X149010
#76 2007 Ford Crown Victoria	scu	2FAFP71W27X149013
#54 2007 Ford Crown Victoria (Electric Blue)	Detectives	2FAFP71W17X149018
#53 2007 Ford Crown Victoria	Patrol	2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FMSK7DH6LGC22724
#70 2001 Dodge Ram P/U	NMLETC	1B7HC16Y81S735196
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	Detectives	2FAFP71V8X149835
#79 2008 Ford Crown Victoria	Admin	2FAFP71V98XI52712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#55 2012 Dodge Charger Grey	Admin	2C3CDXAT9CH240347
#90 2016 Ford Police Interceptor (Gray)	Patrol	1M5K8AR4BBD05963
#83 2012 Chevrolet Tahoe(White)	K9	1GNLC2E01CR292516
#92 2017 FORD EXPLORER	SRO	1FM5K7B85HGA54890
#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Admin	1FMJU1GT5HEA50868

#97 2017 Ford Expedition (BLACK)	Detectives	1FMJU1FT1HEA50867
#49 2009 Ford Crown Victoria	Detectives	2FAHP71V79X121405
#52 2009 Ford Crown Victoria	SWAT	2FAHP71VX9X121401
#85 2015 Ford Interceptor Utility	Scu	1FM5K8AR8FGB62403
#11 2017 Chevy Tahoe (silver)	Admin	1GNLCDEC2HR313032
#61 2014 Ford Explorer	SWAT	1FM5K8B84EGA23972
#59 2015 Ford Interceptor Utility	Scu	1FM5K8AR6FGB62402
#12 2015 Ford F150 Super cab Gray	Detectives	1FTEX1CPXFKD93342
#97 2019 Chevy Tahoe (Black)	SCU	1GNLCDEC4KR173279
EOD#07 2020 White Chevrolet Tahoe	EOD	1GNLCDEC3LR304543
#04 2020 Black Dodge Durango	SCU	1C4RDJG1LC205576
#18 2020 Gray Dodge Durango	Detectives	1C4RDJFG5LC205578
#27 2020 Gray Dodge Durango	Detectives	1C4RDLFG3LC205577
#56 2016 Gray Ford F-150	Detectives	1FTEW1C8XGKD59186
#42-028 Green 2000 Honda Accord	Detectives	1HGCG5647YA056850
#67-2020 White Ford Explorer	SRO	1FM5K8AR8FGB62403

50 Total Unmarked PD Vehicles



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief

DATE January 27, 2021

SUBJECT: IN THE MATTER OF TEMPORARY SECURITY SERVICES FOR THE
TUPELO AIRPORT AUTHORITY **BA**

Request:

Please accept this letter of request for The Tupelo Airport Authority requesting temporary security services from The Tupelo Police Department.

The Tupelo Airport Authority Chairman, Eric Gibens, is requesting temporary security services from the Tupelo Police Department. This request is in response to a shortage of qualified law enforcement officers currently employed with the Airport. It is the responsibility of the Airport Authority to have a Law Enforcement Officer on the property inside the terminal before and after the boarding of an aircraft until the aircraft has departed the area.

The Airport Authority is in the process of hiring and training additional personnel for security and fire protection.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief

DATE January 27, 2021

SUBJECT: IN THE MATTER OF APPROVING AMENDED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO POLICE DEPT.AND ATF. **BA**

Request:

Please accept this letter amending page 4 of the MOU point of contact from ATF: Joseph Frank to ATF: Stephen Bridgmon. Also amending the Tupelo Police Department's point of contact from J. Allan Gilbert to Captain Jerry Davis



www.atf.gov

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF),

and

THE TUPELO, MS POLICE DEPARTMENT

This Memorandum of Understanding ("MOU") is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF") and the Tupelo, MS Police Department ("participating agency") as it relates to the investigation and prosecution of those individuals criminally misusing and/or illegally trafficking in firearms as well as the sharing of illegal firearms trafficking related information and intelligence.

AUTHORITIES

Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction 28 U.S.C. sec 599A; 27 CFR sec. 0.130. Specifically, the Gun Control Act of 1968, 18 U.S.C. §§ 921 et. seq. and the National Firearms Act, 26 U.S.C. §§ 5861 et. seq.

PURPOSE

The Task Force will perform the activities and duties described below:

- a. Investigate firearms trafficking;
- b. Investigate firearms related violent crime;
- c. Gather and report intelligence data relating to trafficking in firearms; and
- d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.
- e. Trace all recovered crime guns.
- f. Submit all ballistics evidence into NIBIN.
- g. Assist in arson and explosives investigations as needed.

MEASUREMENT OF SUCCESS

Item # 12.

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e. crime statistics) for the purpose of measuring the success of the task force as well as its performance.

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as task force officers (TFOs). TFOs will be assigned to the ATF Oxford, MS Field Office and shall work from the Tupelo, MS Police Department.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of TFOs will be the mutual responsibility of the Tupelo Police Department, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each TFO shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, TFOs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this section could result in a TFO's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign Special Agents to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event, ATF supplies equipment (which may include vehicles, weapons or radios), TFOs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the Tupelo, MS Police Department agrees to flex officers/detectives to the Task Force as needed on a case by case basis.

All TFOs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All TFOs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. TFOs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary,

DEPUTATIONS

Item # 12.

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's TFOs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized TFOs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual, which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of Investigation (ROI), unless otherwise agreed to by ATF and the participating agency. This section does not preclude the necessity of individual TFOs to complete forms required by their employing agency.

Information will be freely shared among the TFOs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between TFOs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

Item # 12.

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations ~~under~~ this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by TFOs.

Informants developed by TFOs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the de-confliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. Because of this concern, each participating agency agrees to adopt security measures set forth herein:

- a. Each participating agency will assign primary and secondary points of contact.
- b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: Joseph Frank

Tupelo, MS Police Department: J. Allan Gilbert J. Allen Gilbert

EVIDENCE

Evidence maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a TFO or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a TFO must be submitted for fingerprint analysis and for a National Integrated Ballistics Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed, that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All fulltime TFOs will comply with ATF and the Department of Justice's (DOJ's) use of force policies, unless a TFOs agency's Use of Force policy is more restrictive, in which case the TFO may use their respective agency's use of force policy. TFOs must be briefed on ATF's and DOJ's use of force policy by an ATF official, and will be provided with a copy of such policy.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local TFO's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred because of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and - 43 - passe results, ATF will become the final

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including TFOs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event, ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

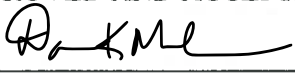
This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

APPROVED AND ACCEPTED FOR TUPELO, MS POLICE DEPARTMENT

By: 
Title: Chief Bart Aguirre

Date: 05/03/2018

APPROVED AND ACCEPTED FOR ATF

By: 
Title: SAC Dana Nichols

Date: 6/01/18



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief

DATE: January 27, 2021

SUBJECT: IN THE MATTER OF APPROVING AMENDED MEMORANDUM OF AGREEMENT BETWEEN TUPELO POLICE DEPT. AND ATF. **BA**

Request:

Please accept this letter amending page 3 of the MOA request for the reimbursement point of contact from ATF: Joseph Frank to ATF: Stephen Bridgmon.



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226
www.atf.gov

MEMORANDUM OF AGREEMENT

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
City of Tupelo Police Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the City of Tupelo Police Department for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the City of Tupelo Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties and terminates at the close of business on September 30, 2022, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Asset Forfeiture Fund, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Justice law enforcement agency.

- 2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
- 3. Title 31, U.S.C., Section 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, or State law enforcement agencies incurred as participants in joint operations/task forces with a Federal law enforcement agency.

If available, the funding for fiscal years 2018, 2019, 2020, 2021 and 2022 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the City of Tupelo Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

- A. The City of Tupelo Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The City of Tupelo Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The City of Tupelo Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The City of Tupelo Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C. The City of Tupelo Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC/GS Joseph Frank, 2109 University Avenue, Suite 202, Oxford, MS 38655

- D. The City of Tupelo Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the City of Tupelo Police Department and submitted to ATF field office for signature and verification of the invoice.
- F. The City of Tupelo Police Department will submit all requests for reimbursable payments, together with the appropriate documentation to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
 - (1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
 - (2) No waivers or extensions will be granted or honored. The City of Tupelo Police Department will submit the request for reimbursement via fax, email or mail to the following address:

ATF, ATTN: RAC/GS Joseph Frank, 2109 University Avenue, Suite 202, Oxford, MS 38655

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the City of Tupelo Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

- H. The City of Tupelo Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

VI. **PROGRAM AUDIT**

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The City of Tupelo Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.


These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as, the interview of any and all personnel involved in these transactions.

VII. REVISIONS


The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

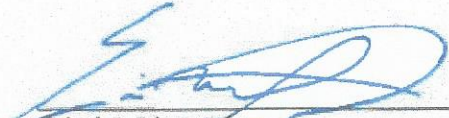
This is an internal Government agreement between ATF and the City of Tupelo Police Department and is not intended to confer any right or benefit to any private person or party.


Bart Aguirre
Chief of Police
City of Tupelo Police Department


Date: 07/30/2018


Dana K. Nichols
Special Agent in Charge
New Orleans Field Division
ATF

Date: 7/30/18


Eric M. Lippold
Deputy Chief Financial Officer
Office of Management
ATF

Date: 7/6/18


Steven L. Gerido
Deputy Assistant Director (Central)
Field Operations
ATF

Date: 7/10/18



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Director
DATE January 19, 2021
SUBJECT: IN THE MATTER OF BID APPROVAL – THERMOPLASTIC CW

Request:

Please review and approve the bid request – Thermoplastic 12 month – 2020-039PW.

One bidder responded – Riverside Traffic System



Memo

To: Mayor Shelton and City Council
From: Chuck Williams
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: January 19, 2021
Re: Thermoplastic Traffic Marking

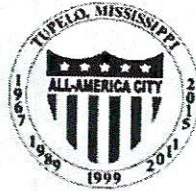
Bid: 2020-039PW Thermoplastic Traffic Marking/Materials

Bid Opening: 01/07/21 at 10:00 a.m.

Attendance:

Traci Dillard	B&A
Jason Rush	PW

In the matter of bid approval, one bidder responded to our Thermoplastic bid request. The Public Works Department recommends Riverside Traffic System, Inc. to be awarded this bid as the best bidder.



City of Tupelo, MS

2020-039PW 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	LF .30
		Skip White	LF .30
		Skip Yellow	LF .15
			LF .15
2.	4" / 90 mil thermoplastic material:	linear foot / mile	
		Continuous Yellow	
		Skip White	LF .50
		Skip Yellow	LF .20
		Detail White	LF .20
		Detail Yellow	LF 1.25
			LF 1.25
3.	6" / 90 mil thermoplastic material:	linear foot / mile	
		Continuous Yellow	
		Skip White	LF .70
		Skip Yellow	LF .30
		Detail White	LF .30
		Detail Yellow	LF 1.75
			LF 1.75
4.	6" / 60 mil thermoplastic material:	linear foot / mile	
		Continuous White	
			LF .60
5.	Paint 120 Mil Detail Legend - Thermo:	paint by the square foot includes arrows, only, railroads, word or symbol markings	
			SF 8.00
6.	Paint 4" / 120 mil Thermo:	stop bar, crosswalk: linear feet	
			LF 2.50
7.	Paint 4" / 360 mil Thermo:	rumble strip - linear foot	
			LF 8.00

Item #	Item	Description/Details	Unit Price
8.	Raised Pavement Markers		
		2-Way Yellow	LF 6.50
		Red-Clear	LF 6.50
9.	4" / Traffic Stripe Paint – Permanent : linear foot / mile		
		Continuous Yellow	LF .20
		Continuous White	LF .20
		Skip Yellow	LF .10
		Skip White	LF .10
10.	4" / Traffic Stripe Paint – Temporary : linear foot / mile		
		Continuous Yellow	LF .25
		Continuous White	LF .25
		Skip Yellow	LF .25
		Skip White	LF .25
11.	6" / Traffic Stripe Paint – Permanent : linear foot / mile		
		Continuous Yellow	LF .25
		Continuous White	LF .25
		Skip Yellow	LF .15
		Skip White	LF .15
12.	6" / Traffic Stripe Paint – Temporary : linear foot / mile		
		Continuous Yellow	LF .30
		Continuous White	LF .30
		Skip Yellow	LF .30
		Skip White	LF .30
13.	Traffic Paint – Detail Legend: By square foot includes arrows, only, railroads, word or symbol markings	SF	3.00
14.	Traffic Paint – Stop Bar and Cross Walk: linear foot	LF	1.50

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

Date: January 10th 2021

Company: Riverside Traffic Systems, Inc

Contact Name: Tracy L. Clark - Larry Koon

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

Phone #: 662-534-8257

Email: tracy@maxxsouth.net

Authorized Signature: Tracy L. Clark Sec-Tres

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

City of Tupelo
Purchasing Dept.
Trace D. Ward
P.O. Box 1485
Tupelo, MS 38802

Bid Date: January 9th 2021

Project: 2020-039 PW Supply - Installation
Thermo plastic Traffic Marking and Paint
Traffic Marking Materials - 12 months

Cent Of Resp - 07122-SC



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE January 28,2021
SUBJECT: IN THE MATTER OF BID AWARD 2020-040WL L.E.D. LUMINAIRES **JT**

Request:

Review and award the attached bid:

Bid No. 2020-040WL – LED Luminaires (6 Month Bid) to the low qualified bids as indicated below:

- Item 1 – Stuart Irby in the amount of \$103.80 each
- Item 2 – Arkansas Electric in the amount of \$287.00 each
- Item 3 – Arkansas Electric in the amount of \$472.00 each
- Item 4 – Arkansas Electric in the amount of \$472.00 each

City of Tupelo - LED LUMINAIRES - 6 Month Supply

Lot Specification As Specified
 Lot Start Date / Time Jan 22, 2021 10:00 AM US/Central
 Lot End Date / Time Jan 22, 2021 10:33 AM US/Central
 Lot Duration 00:33 [hh:mm]

**Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry**

Company	Bid Amount	Bidding Date / Time	IP Address
IRBY	\$ 103.80 USD	Jan 22, 2021 10:14:36 AM US/Central	13.92.246.41

Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray

Company	Bid Amount	Bidding Date / Time	IP Address
IRBY	\$ 352.45 USD	Jan 22, 2021 10:29:01 AM US/Central	13.92.246.41
IRBY	\$ 353.45 USD	Jan 22, 2021 10:26:39 AM US/Central	13.92.246.41
IRBY	\$ 361.00 USD	Jan 22, 2021 10:22:43 AM US/Central	13.92.246.41
IRBY	\$ 362.00 USD	Jan 22, 2021 10:22:36 AM US/Central	13.92.246.41
IRBY	\$ 363.00 USD	Jan 22, 2021 10:22:30 AM US/Central	13.92.246.41
IRBY	\$ 364.00 USD	Jan 22, 2021 10:22:23 AM US/Central	13.92.246.41
IRBY	\$ 365.00 USD	Jan 22, 2021 10:22:16 AM US/Central	13.92.246.41
IRBY	\$ 366.00 USD	Jan 22, 2021 10:22:10 AM US/Central	13.92.246.41
IRBY	\$ 367.00 USD	Jan 22, 2021 10:22:01 AM US/Central	13.92.246.41
IRBY	\$ 368.00 USD	Jan 22, 2021 10:21:54 AM US/Central	13.92.246.41
IRBY	\$ 369.00 USD	Jan 22, 2021 10:21:44 AM US/Central	13.92.246.41
IRBY	\$ 370.00 USD	Jan 22, 2021 10:21:31 AM US/Central	13.92.246.41
IRBY	\$ 374.25 USD	Jan 22, 2021 10:20:20 AM US/Central	13.92.246.41
IRBY	\$ 389.94 USD	Jan 22, 2021 10:20:02 AM US/Central	13.92.246.41
IRBY	\$ 406.06 USD	Jan 22, 2021 10:19:16 AM US/Central	13.92.246.41
Arkansas Electric Cooperative Inc.	\$ 287.00 USD	Jan 22, 2021 10:18:37 AM US/Central	13.92.246.41
IRBY	\$ 406.07 USD	Jan 22, 2021 10:16:15 AM US/Central	13.92.246.41
IRBY	\$ 406.08 USD	Jan 22, 2021 10:08:20 AM US/Central	13.92.246.41

Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze

Company	Bid Amount	Bidding Date / Time	IP Address
Arkansas Electric Cooperative Inc.	\$ 472.00 USD	Jan 22, 2021 10:18:37 AM US/Central	13.92.246.41

Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray

Company	Bid Amount	Bidding Date / Time	IP Address
Arkansas Electric Cooperative Inc.	\$ 472.00 USD	Jan 22, 2021 10:18:37 AM US/Central	13.92.246.41



REQUEST FOR PROPOSALS

Un-Priced Technical Proposals

To provide

**LED LUMINAIRES
6 MONTH SUPPLY BID**

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

BID # 2020-040WL

Publication Dates: Wednesday, December 9, 2020 & Wednesday, December 16, 2020

BID Response Deadline: Thursday, January 7, 2021 at 2:00 pm.

Reverse Auction: Friday, January 22, 2021 at 10:00 am.

ADVERTISEMENT FOR PROPOSALS

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

**LED LUMINAIRES
6-MONTH SUPPLY BID
Bid # 2020-040WL**

Deadline for receipt of un-priced proposals is **Thursday, January 7, 2021 at 2:00 PM CST**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. Bidders may also submit responses electronically at www.tupelomsbids.com.

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

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.tupelomsbids.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **Thursday, January 7, 2021 at 2:00 PM CST** per the detailed bid instructions. Un-Priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on Friday, January 22, 2021 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 insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

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

Traci Dillard
Purchasing Agent

Publishing Dates: **12-09-20**
12-16-20

(PHASE ONE OF A MULTI-STEP PROCUREMENT PROJECT)

**LED LUMINAIRES
6 MONTH SUPPLY BID
Bid # 2020-WL**

I. GENERAL

The City of Tupelo will accept un-priced proposals for pre-qualification until **2:00 PM, Thursday, January 7, 2021**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The Un-priced specification responses may also be submitted electronically at www.tupelombsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **Friday, January 22, 2021 at 10:00 AM**. All un-priced proposals must be equal in performance and quality to the specifications.

II. TECHNICAL SPECIFICATIONS

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications for LED Luminaires

Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)

Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P71)

Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)

Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)

General Bidders Requirements/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. However, no additional consideration shall 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 are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the Council of 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 38801.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

III. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS:

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this project. Proposals shall contain 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. City of Tupelo is a Tax Exempt Government Entity.

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

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

IV. QUESTIONS

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

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

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov.

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

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

V. OPENING:

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

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

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

- **Phase One** is the solicitation and receipt of un-priced technical proposals for consideration. Deadline for receipt of technical proposals is **2:00 PM on Thursday, January 7, 2021.**
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at cory@phbidding.com.
- The Reverse auction will begin at **10:00 AM CST on Friday, January 22, 2021.** The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3 minutes to prevent bid sniping. Each additional bid after that will cause another 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

VII. INSTRUCTIONS

The following information applies to all proposals. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. The preferred method for receiving responses is via email, however you can submit proposals by the following methods:

1. PROPOSAL SUBMISSION BY SEALED ENVELOPE:

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

UN-PRICED TECHNICAL PROPOSAL FOR LED LUMINAIRES
Bid# 2020-WL
PROPOSALS DUE BY: January 7, 2021 @ 2:00 PM CST

The following items should be put in the envelope:

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

2. PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

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

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
 - a. Fill in or check your contact information and required boxes. (In the "Certificate of Resp. #" box, just enter N/A if not applicable"
 - b. Drag and drop your pdf file into the grey box as outlined, or click inside the grey box to find your file
 - c. Click the box certifying that your information is complete and accurate
 - d. Click "Submit" when you are ready to submit your file.
- E. Once submitted and the solicitation period has ended, the City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: If your solicitation was approved, you will be sent an approval email as soon as it has been approved.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

FORM A

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

**LED LUMINAIRES
6 Month Supply Bid
Bid # 2020-WL**

.....

The undersigned proposes to provide LED Luminaires as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If, after reviewing all vendor submissions, the City of Tupelo decides to invite _____ (company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **Friday, January 22, 2021 at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

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

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

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

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

Printed Name: _____

Title: _____

Company Name: _____

Email: _____

Phone: _____

FORM B

Proposal Form

**LED LUMINAIRES
6 MONTH SUPPLY BID
Bid # 2020-WL**

The undersigned proposes to furnish LED Luminaires 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 complete table – confirming required specifications.

.....

Specifications for LED Luminaires:

- Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)
- Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P71)
- Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)
- Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)

General Bidders Requirements/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. However, no additional consideration shall 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 are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the Council of 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 38801.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.



Signed: _____ Printed: _____

Company: _____ Title: _____

Address: _____

Phone: _____ Email: _____

Please mark yes or no.....REQUIRED

Yes _____ No _____

I will require technical assistance during the reverse auction process for the submission of my bid. This will require me to either contact PH Bidding Group at 662-407-0193 or cory@phbidding.com at least one day prior to the reverse auction date, or be at the Tupelo City Hall, Purchasing Department, no less than 30 minutes prior to the beginning of the reverse auction process.



Reverse Auction Event Platform 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 is located at:

PH Bidding Group
605 West Main Street
Tupelo, MS 38804

TERMS OF USE

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

Instructions for completing this document can be found after the signatory page, located on Page 8. If you have difficulty in completing this document, email us at cory@phbidding.com or call us direct at 662.407.0193.

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

Definitions:

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

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

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

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

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

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

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

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

5 – PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to

2

Initials_____

accommodate training to Supplier’s schedule, but Supplier acknowledges that he or she is ultimately responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

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

7 – It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event. Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier’s access to the Reverse Auction Event.

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

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

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

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

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

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

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

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

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

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

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

All fees, in full, shall be due to PH Bidding Group within 30 calendar days of payment by the purchasing 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 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 avoid attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals or other means of communication.

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

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

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

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

Organization, Company or Individual represented: _____

Authorized Signatory (Printed Name): _____

Signature: _____

Title of Authorized Signatory: _____

Contact Information:

Email Address: _____

Physical Address: _____

Cell Phone: _____

Landline: _____

Date: _____

Witnessed (Printed Name): _____

Witnessed (Signed): _____

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along 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 email the completed, signed and initialed pages to cory@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662.407.0193.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE January 28, 2021
SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS VEHICLES
JT

Request:

I respectfully request your approval to surplus the following vehicles:

- 2003 Ford F-150 PU Truck, VIN 1FTRX17WX3NA94723 (TWL Old Unit # 11)
- 2004 Ford F-250 PU Truck, VIN 1FDNX21L34EB72033 (TWL Unit # 57)
- 2005 GMC 1500 PU Truck, VIN 1GTEC14V45Z190008 (TWL Unit # 7)
- 2005 GMC 1500 PU Truck, VIN 1GTEC14V15Z190595 (TWL Unit # 32)
- 2007 Ford F-150 PU Truck, VIN 1FTRF12247NA50858 (TWL Unit # 17)
- 2008 Ford F-250 PU Truck, VIN 1FTNF20558EA13241 (TWL Unit # 11)
- 2009 Ford F-150 PU Truck, VIN 1FTMF1CW4AKB15583 (TWL Unit # 12)

After declaration as surplus, these vehicles will be disposed of through the next city auction.

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: January 28, 2021

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A FIRE PROTECTION RATE INCREASE **JT**

Request:

I request your approval of the attached ordinance for our “Service Practice Standards”. This ordinance will update our fire protection fees on page four (4) of Appendix A: Schedule of Rates, Charges and Fees as follows:

Fire Protection Fees

	<u>Current</u>	<u>Proposed</u>
4” Fire Line Connection	\$10.00	\$19.00
6” Fire Line Connection	\$15.00	\$27.00
8” Fire Line Connection	\$30.00	\$53.00
10” Fire Line Connection	\$60.00	\$106.00
12” Fire Line Connection	\$100.00	\$172.00

Upon approval, this updated rate will take effect March 2, 2021.
Thank you for your consideration. Please call upon me if you have any questions.

ORDINANCE

AMENDMENT TO ALL PREVIOUS ORDINANCES ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY SERVICES FURNISHED TO CONSUMERS OF THE CITY OF TUPELO.

WHEREAS, the City of Tupelo is authorized by the Section 21-27-23 Miss. Code Anno. (1972 as amended) to establish schedules of rules and fees for utility services furnished to consumers of the City of Tupelo Water & Light Department; and

WHEREAS, that based on appropriate studies and investigations, the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service as set forth and attached in Exhibit "A"; and

WHEREAS, the City Council met at its regularly scheduled meeting on February 2, 2021, to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service set forth above and attached hereto; and

WHEREAS, the City Council found and determined that the updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees was necessary, fair and reasonable; and

WHEREAS, the amended Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees set forth as attached below, shall be published in ordinance form as required by law.

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

Section 101. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees attached hereto as Exhibit "A" is hereby fixed and established.

Section 102. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees as amended on Page 4 shall become effective March 2, 2021.

Section 103. All portions of the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service other than Appendix A: Schedule of Rates, Charges and Fees shall remain the same.

Section 104. Appendix A: Schedule of Rates, Charges and Fees of the City of Tupelo Water and Light Department shall be amended and set forth in Exhibit "A" attached hereto.

The effective date of this amendatory ordinance shall be March 2, 2021. The remainder of the ordinance is hereby ratified and remains in full force and effect. The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

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

- Council Member Markel Whittington _____
- Council Member Lynn Bryan _____
- Council Member Travis Beard _____
- Council Member Nettie Davis _____
- Council Member Buddy Palmer _____
- Council Member Mike Bryan _____
- Council Member Willie Jennings _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of February, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: _____

President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Jason Shelton, Mayor

DATE

ATTEST:

Kim Hanna, City Clerk

CITY OF TUPELO WATER & LIGHT DEPARTMENT

SERVICE PRACTICE STANDARDS

SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

Collections & Billing Office, 333 Court Street, Tupelo, MS 38804
Tel. 662-841-6470, Fax 662-841-6471

Operations Office, 320 N. Front Street, Tupelo, MS 38804
Tel. 662-841-6460, Fax 662-841-6401

1. **APPLICATION FOR SERVICE**: Each prospective customer desiring service will be required to complete and sign a Tupelo Water & Light standard form of application for service or contract before service is supplied. **Residential utility services can be in only (1) name.** Prospective customers are required to provide two (2) forms of identification including at least one (1) picture identification and a copy of lease agreement, rent receipt or deed. In the event more than one person signed a housing lease agreement, valid ID's must be presented on all persons whose name is listed on the lease to secure utility services.

Acceptable forms of ID are a social security card, driver's license, voter registration card, passport, green card, Federal ITIN card or other state issued ID.

Applicants with an old debt with Tupelo Water & Light Department will be required to pay all old debts in full prior to receiving utilities at a new service address.

The applicant must agree to pay for service as measured by the City's meter according to applicable rates. Rates, charges and fees are made available to all customers via Tupelo Water & Light Department's website at www.tupeloms.gov and at the Tupelo Water & Light Department Collections & Billing Office at 333 Court Street. Legal notice is given to all customers via Northeast Mississippi Daily Journal of any rate change initiated by Tupelo Water & Light Department.

The applicant agrees to permit authorized agents of the City free access to the premises of the consumer for the purpose of inspecting, reading, repairing or removing property of the City.

The City shall have the right, but shall not be obligated, to inspect any installation before water and/or electric service is introduced, or at any time thereafter and reserves the right to reject any wiring or appliances not in accordance with City's standards. The inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of the City's rules and regulations or from accidents which may occur upon consumer's premises.

The applicant agrees that this application is subject to the City's Rules and Regulations, a copy of which is available for inspection at the office of the City, and that these Rules and Regulations are a part of this agreement. In the case of default of payment applicant agrees to pay any legal interest due, together with any collection agency costs and reasonable attorney fees incurred to effort collection on this account and any subsequent location.

2. **DEPOSIT:** Each customer is required to pay a meter deposit for each service. Tupelo Water & Light Department credits interest on deposits annually at the bank's Passbook Interest Rate to the customer's account. Upon termination of service, deposits are applied to customer's accounts against unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer. If a customer is transferring utility service to a different address, an additional deposit may be required to update the customer deposit on account to current deposit amounts. Past payment history will be taken into account. If a customer has an excellent pay record (meaning customer has received no late notices and/or penalties or service charges for nonpayment and has always paid on time), then no additional deposits will be required. If a customer has a poor/delinquent pay history (meaning customers that have received late notice fees and/or penalties or service charges for nonpayment), then additional deposits may be required to update to current deposit amounts.

The residential deposit rate is based upon the customer's credit rating as follows:

<u>Credit Score</u>	<u>Rating</u>
700-850	Excellent
650-699	Good
Less than 650	Fair/Poor

See Appendix A (Schedule of Rates, Charges and Fees)

For general power customers (commercial and industrial), the deposit shall be two (2) times the average usage for all commercial and industrial accounts. The minimum water deposit for commercial and industrial accounts will be \$150.00. In no event will the deposit required exceed twice the highest estimated monthly bill for the rate classification. Commercial and Industrial customers will have the option of paying a cash deposit, posting a Utility Surety Bond, Letter of Credit from local bank, or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Collections and Billing Department will be the custodian of all Utility Surety Bonds, letters of credit and Certificates of Deposit.

Upon written request by the customer or at the discretion of Tupelo Water & Light, the deposit requirement may be re-evaluated based on the most recent electricity usage.

After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit accrued interest will be credited to the customer's bills every year of the utility service on a yearly basis. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

3. **POINT OF DELIVERY**: The point of delivery for electricity is the point, as designated by Tupelo Water & Light Department, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer. The point of delivery for water service shall be the customer side of the water meter. The point of service delivery for sewer shall be the sewer tap on the city sewer main.
4. **CUSTOMER'S WIRING STANDARDS**: All of the customer's wiring must conform to municipal requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the City Electric Code.
5. **INSPECTIONS**: The Tupelo Water & Light Department shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring of appliances not in accordance with the Tupelo Water & Light Department's standards, but such inspection or failure to inspect or reject shall not render the City of Tupelo liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Tupelo Water & Light Department's rules, or from accidents which may occur upon customer's premises.
6. **UNDERGROUND SERVICE LINES**: Customers desiring underground electric service lines from Tupelo Water & Light Department's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by the Tupelo Water & Light Department.
7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.
8. **RIGHT OF ACCESS**: The Tupelo Water & Light Department's identified employee shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Tupelo Water & Light Department.
9. **BILLING**: Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill for residential customers, and within ten (10) days for general power (commercial and industrial) customers at the Tupelo Water & Light Department Collection Office located at 333 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (general power accounts only) but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to an additional charge of 5%. The Tupelo Water & Light Department will post all payments on the same day they are received. All payments made after the due date on the bill will be assessed a

5% penalty. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

Customers will be provided monthly totals for electric and water consumption. Each monthly billing statement will provide customers with historical consumption comparisons to the prior month as well as the prior twelve (12) months.

10. **LATE NOTICE**: A late notice will be prepared on all Tupelo Water & Light service accounts that have not been paid by the due date on the bill. A four dollar (\$4.00) Late Notice Charge will be assessed to all accounts receiving a late notice. This notice will notify the customer of their disconnection date, which will be fifteen (15) days for residential customers and ten (10) days for general power (commercial and industrial) customers following the late notice date.

10B. **POLICIES AND PROCEDURES**: Penalties and Fees can be adjusted by Tupelo Water & Light Department Billing and Collections Office Manager/Personnel, per City Ordinances. (Not part of the Public Utilities.)

11. **DISCONNECTION FOR NON-PAYMENT**: The disconnection date on all accounts shall be fifteen (15) days for residential customers and ten (10) days for general power customers following the date of the late notice. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts disconnected for non-payment. If the past due amount is paid in full on the customer's account before our serviceman leaves the TW&L office, the twenty five dollar (\$25.00) service charge can be adjusted off the customer's account. However, if the service charge has been added to the unpaid account and the serviceman has left the TW&L office, the twenty five dollar (\$25.00) service charge is owed. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed.

12. **DISCONTINUANCE OF UTILITY SERVICE**: Customers who desire to discontinue utility service are required to sign a disconnect form stating the date they desire the service to be discontinued and must give at least one (1) day notice to that effect. Customers are required to sign a service order or provide written notice by fax or email. The Tupelo Water & Light Department will not process a service order of any kind over the telephone.

13. **TERMINATION OF SERVICE**: The Tupelo Water & Light Department may discontinue service for the violation of any of its Schedule of Rules and Regulations or of the Schedule of Rates and Charges. The Tupelo Water & Light Department may also discontinue service to customer for the theft of services or the appearance of theft devices on the premises of customer, for safety or to be compliant with any State of Mississippi or City of Tupelo regulations that require disconnection for safety reasons. Any and all electrical and water services will be discontinued to customers with past due accounts except as provided in this rule. Payment in full (including late fee charges or service charges) will be required before service is restored. An additional deposit amount may also be required. The termination of service by Tupelo Water & Light Department for any reason stated in this rule does not release the customer from the obligation for any amount due to Tupelo Water & Light Department, including the payment of minimum bills as specified in contracts.

If payment is not received by the due date, Tupelo Water & Light Department may discontinue service fifteen (15) days after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) after provision of a late notice by mail informing the customer of the electric service or the water service disconnection date and the available rights and remedies to dispute the bill with Tupelo Water & Light Department, including the address, 333 Court Street, Tupelo, MS 38804, and the Customer Service telephone number, 662-841-6470. No further notice will be provided before electrical or water service is disconnected.

Tupelo Water & Light Department evaluates weather conditions daily at www.weathertap.com for the Tupelo service area. In the event the forecasted temperature is expected to exceed 96 degrees Fahrenheit (F) with a heat index greater than 100 degrees, or is expected to be below 30 degrees (F) on that day, Tupelo Water & Light Department will postpone the disconnection of service of residential customers due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition.

Upon Tupelo Water & Light Department's approval of the "Request for Medical Waiver" form, disconnection of service will be postponed for 30 days from the original due date to allow customer time to make payment or alternative shelter arrangements. The "Request for Medical Waiver" form must be completed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi, certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household. It is the responsibility of the customer to ensure that the form has been approved by Tupelo Water & Light Department. A life threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees or service charges incurred or other applicable charges. Tupelo Water & Light Department will only grant this postponement for termination two (2) times in a twelve (12) month period. If full payment of the past due amount, including all late fees and service charges is not received by the end of the thirty (30) day postponement period, electric service will be disconnected without further notice.

Below is an example of the "Request for Medical Waiver Form" customers must file for a thirty (30) day postponement to terminate service.

REQUEST FOR MEDICAL WAIVER

TUPELO WATER & LIGHT DEPARTMENT

Tupelo Water & Light allows for **postponement of shut off or temporary service restoration** for a medical emergency of not more than 30 days if the customer or a member of the customer’s household has a certified medical emergency. A medical emergency exists if the customer/household member has a condition that will be aggravated by the lack of electrical service. A medical emergency is defined and certified by a Physician or Nurse Practitioner. Extensions for further periods of not more than 30 days are granted only if the customer provides additional physician or public health official certification. Tupelo Water & Light will only grant this postponement for termination two (2) times in a twelve (12) month period. Consecutive waivers are allowed but must be applied for by the customer.

CUSTOMER CERTIFICATION: (To be completed by customer)

Customer Name: _____ Account No: _____

Customer Address: _____

City, ST, Zip: _____

Home Phone: _____ Business Phone: _____

Household member(s) with Medical Emergency _____

Relationship to Customer: _____

NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM TUPELO WATER & LIGHT DEPARTMENT.

RELEASE: (to be completed by Resident requiring life-sustaining equipment or his/her legal guardian)

I, _____, (circle one: resident/legal guardian) hereby grant my consent to the below-named licensed Physician to release to Tupelo Water & Light such information as noted below, plus any supplement information regarding critical medical equipment used at the residence.

Signature of Resident or Legal Guardian: _____

Date _____

MEDICAL VERIFICATION: (To be completed and signed by a licensed physician)

A phone number is required so we may contact you for potential clarification and/or verification.

I, _____, a licensed physician, declare there is a medical emergency requiring electricity for the above named customer/household member.

Duration of Medical Emergency: _____

(Maximum 30 days)

Physician Signature: _____ Date: _____

Business Name: _____

Phone: _____

Business Address: _____
 City, State, Zip: _____

Return this form to: Tupelo Water & Light **OR** Fax To: 662-841-6471
 333 Court St
 Tupelo, MS 38804

14. **SERVICE CHARGES FOR TEMPORARY SERVICE:** Customers requiring water and electric service for a period not exceeding sixty (60) days may be required by Tupelo Water & Light Department to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction and other temporary Customers. Active customers, who have a history of paying promptly with no violation of these rules and regulations who are in need of temporary service, and who have previously paid a service deposit, are not required to pay another deposit.

15. **INTERRUPTION OF SERVICE:** The Tupelo Water & Light Department will use reasonable diligence to provide a regular and uninterrupted supply of electricity and water. However, in case the supply of electricity or water should be interrupted, Tupelo Water & Light Department shall not be liable for any damages resulting from this interruption.

16. **VOLTAGE FLUCTUATION CAUSED BY CUSTOMER:** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Department's system. Tupelo Water & Light Department requires each customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

17. **ADDITIONAL LOAD:** The service connection, transformers, meters and equipment supplied by Tupelo Water & Light Department for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Tupelo Water & Light Department. Failure to give notice of additions or changes in load, and to obtain consent for the same, shall render the customer liable for damage to any of Tupelo Water & Light Department's lines or equipment caused by the additional or changed installation.

18. **STANDBY AND RESALE SERVICE:** All purchased electric service (other than emergency or standby service) used on the premises of each customer shall be supplied exclusively by Tupelo Water & Light Department, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service or any party thereof.

19. **NOTICE OF TROUBLE:** Customer shall notify Tupelo Water & Light Department immediately if the service is unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water or electricity. Such notices, if verbal, should be confirmed in writing.

20. **NON-STANDARD SERVICE:** The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than one standard voltage, or for the supply of closer voltage regulation than required by standard practice. The Tupelo Water

& Light Department may, at its discretion, provide and install the additional facilities on a fixed monthly rental basis in lieu of payment of cost by the customer.

21. **METER TESTS**: The Tupelo Water & Light Department will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Tupelo Water & Light Department will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the customer's bill and the testing charge of ten dollars (\$10.00) per meter shall be paid by the customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the customer's bill over a period of not over thirty (30) days prior to date of such tests, and the cost of the test shall be borne by the Tupelo Water & Light Department.

22. **FILING AND POSTING**: A copy of the RULES AND REGULATIONS, together with a copy of THE TUPELO WATER & LIGHT DEPARTMENT'S SCHEDULE OF RATES AND CHARGES, shall be kept open to inspection at the office of Tupelo Water & Light Department.

23. **INFORMATION TO CONSUMERS**: Upon request by the customer of record, Tupelo Water & Light Department will make available a customer's electrical and water consumption data for the prior twelve (12) month period.

24. **SCOPE**: The Schedule of Rules and Regulations is a part of all contracts for electrical and water service from Tupelo Water & Light Department and applies to all services received from Tupelo Water & Light Department, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of Tupelo Water & Light Department Schedule of Rates and Charges, which was approved by the governing authority of the City of Tupelo, and shall be kept open to inspection at the office of Tupelo Water & Light Department Collections & Billing Office located at 333 Court Street, and found on our website – www.tupeloms.gov. Furthermore, the Tupelo Water & Light Department will provide information regarding rates, service practice policies, and guidelines to customers via the website – www.tupeloms.gov and information, including brochures, will be available in our office. A customer will also receive such information upon application for electric and water services, and at any time upon request. All retail rate actions initiated by Tupelo Water & Light will be communicated to the public via our web-site – www.tupeloms.gov and through advertisement in the Northeast Mississippi Daily Journal.

25. **REVISIONS**: These RULES AND REGULATIONS may be revised, amended, supplemented, or otherwise changed from time to time without specific notice to the customer. Such changes, when effective, shall be available at the Collection Office and shall have the same force as the present RULES AND REGULATIONS.

26. **CONFLICT**: In case of conflict between any provision of any rate schedule and these RULES AND REGULATIONS, the rate schedule shall apply.

27. **TAMPERING WITH METERS**: If Tupelo Water & Light Department finds that there is reasonable ground for believing that any meter or meters intended to measure or register the

quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, or communication device on an AMI water or electric meter is broken, cut or damaged, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.

28. **ESTIMATING BILLS**: In the event that Tupelo Water & Light Department is unable to or prevented from reading a customer's meter(s), then the Tupelo Water & Light Department may charge an estimated bill based on previous usage, an average or other reasonable basis; provided, however, that the estimated bill does not relieve the customer from financial responsibility during the period. After the meters are read, the Tupelo Water & Light Department will notify the customer of any adjustment and amounts owed. These corrections or adjustments will be approved by the city council at the council meeting.

29. **CATASTROPHIC LEAK**: In the event of a catastrophic water leak on the customer's property (beyond the point of delivery), the customer will be responsible to pay for all water meter charges, but the customer may request, in writing or by telephone, an adjustment to sewer charges for the payment period covering the leak. The request must be accompanied by documentation of the leak and the repairs, such as repair bills or a report from the professional contractor or plumber effecting the repair. Upon receipt of the request and proper documentation, the Tupelo Water & Light Department will promptly review the request, the customer's payment history and compliance with these Rules and Regulations. If the customer was in compliance, not in arrears in payment prior to the leak, and promptly repaired the leak, the Tupelo Water & Light Department is authorized to adjust the customer's sewage charges for the period covering the leak to an average sewer billing based on the prior twelve (12) months, or shorter period if a new customer. A maximum of three (3) months billing adjustment is authorized. Tupelo Water & Light Department will not be obligated to make such adjustments if the customer has made more than one such request in a twenty four (24) month period or where the customer has persisted in failing to maintain the customer's water lines and system in good repair and working order. The leak adjustments must approved by the city council at the council meetings.

29B. **BILLING CORRECTIONS AND ADJUSTMENTS**: Copies of all types of billing corrections or adjustments must be approved each month by the Tupelo City Council in accordance with the MS Attorney General Opinion 2017-00378. Types of adjustments made are as follows:

- Erroneous readings (over/under) which were made by human error
- Voids and rebills
- Services auto billed (situations where the system automatically voids the whole bill of each service and automatically rebills those services previously voided)
- Keying errors (which include wrong information entered for the meter data, such as the number of digits entered being one too few/many which causes the meter to flip)
- Adjustments to sewer for water leaks in accordance with the catastrophic leak policy
- Adjustments made due to electric or water meter malfunctions (i.e. dead meters)
- Estimations due to meters being unable to read or prevented from getting a reading (i.e. locked gates, aggressive dogs or something covering the meter)

All adjustments must have documentation should any questions arise. As an added measure of oversight, TVA regulatory analysts perform monitoring visits as well as compliance evaluations.

In addition, the CSA billing team randomly selects and tests adjustments each billing cycle to ensure adjustments are valid and customers are billed correctly. CSA will contact Tupelo Water and Light if they find an adjustment not entered correctly. Tupelo Water & Light Billing and Collections Office also has an internal system in place to check the daily adjustments report against the adjustment vouchers to ensure no improper adjustments have been made.

If an adjustment is deemed necessary on a customer account by the Tupelo Water and Light Department Billing and Collections Office, the adjustment can be applied. However, the customer will be made aware that this adjustment is pending until final approval is received from the Tupelo City Council. If approved, then the adjustment stands and no further documentation is necessary. If not approved, the adjustment will be removed and rebilled with the next billing cycle.

30. **DEAD METER**: In the event that an electric or water meter malfunctions and dies, Tupelo Water & Light shall set a new meter at the residence or business. The Water & Light Department shall take meter readings covering a period of twenty four (24) hours for the purpose of estimating an electric or water bill. The prior history of seasonal usage shall be taken under consideration with the twenty four (24) hour reading to determine the bill. In the event that no consistent pattern is established, a second twenty four (24) hour reading shall be taken to determine a bill.

31. **TRANSFER OF SERVICE**: All residential customers making application to transfer utility services to a new service address are required to pay their active account to a zero (\$0) balance before a new service address can be established for that customer. Customer deposits on transferred accounts must be updated to current deposit amounts. See Deposits.

32. **RESIDENTIAL LATE PAYMENT AGREEMENTS**: Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer seven (7) days beyond their scheduled disconnection date for nonpayment. All residential customers shall be limited to three (3) late payment agreements over a twelve (12) month period. New customers of Tupelo Water & Light Department are not allowed to sign a late payment agreement for the first six (6) months of service. Customers who fail to pay a "Late Payment Agreement" as agreed shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement" if Tupelo Water & Light Department is waiting on funds from service agencies on their active account. These agencies shall include, but not be limited to, Lift, Inc., Salvation Army, Safe, Inc., Department of Human Service and churches.

Only in extenuating circumstances will additional days and/or "Late Payment Agreements" be authorized with the approval of the Manager to assist customers in need.

33. **CUSTOMERS WITH SEVERE HEALTH ISSUES**: Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide Tupelo Water & Light Department with a letter from their medical doctor or nurse practitioner stating that their medical condition "requires electric current for the operation of said device". Customers with severe health issues may file a "Request

for Medical Waiver” form requesting an extension up to thirty (30) days. Tupelo Water & Light Department will only grant this postponement for termination of service two (2) times in a twelve (12) month period. Customers with valid letters or “Request for Medical Waiver” forms from their physicians shall not be relieved from their obligation to pay their monthly utility bill in a timely manner.

34. **DECEASED CUSTOMER ACCOUNTS:** In the event a customer of Tupelo Water & Light Department is deceased, the account can remain active in the deceased customer’s name for a period not to exceed ninety (90) days. The widow or widower of the deceased can apply for a name change on the account with no additional deposits required. The widow or widower must apply for the name change in person and provide appropriate personal identification. Children, grandchildren or other relatives are not allowed to assume the account of the deceased and will be required to apply for the utility service in their name for the account to remain active.

35. **“ENERGY RIGHT” INCENTIVES AND REBATES:** Residential customers installing a new all electric “water heater” (minimum of 30 gallons) are eligible to receive a \$120.00 credit to their electric bill. Customer must provide Tupelo Water & Light Department with proof of purchase (copy of plumber’s bill or supply house receipt). Also required is the model number, serial number and energy factor.

36. **DISPUTED BILLS:** Any customer who questions the amount or correctness of charges on their utility bill should contact the Customer Service Manager, Monday through Friday, 8:00 am to 5:00 pm. The Customer Service Manager is authorized to review disputed bills and correct errors if any exist.

37. **COLLECTION OF BAD DEBTS:** A late notice will be mailed to all customers with an unpaid balance. This late notice will notify the customer of their disconnection date, which will be fifteen (15) after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) following the due date. A twenty five dollar (\$25.00) service charge will be added to all accounts disconnected for non-payment.

A collection letter (letter 1) shall be mailed to the customer thirty (30) days following the disconnection date for non-payment. A second collection letter (letter2) shall be mailed thirty (30) days from the date of the first collection letter (letter 1) if the account remains unpaid.

Thirty (30) days following the second collection letter (letter 2), a third collection letter (letter 3) shall be mailed to the customer. Letter 3 will inform the customer of all additional charges and collection fees, and will be given notice that the account will be submitted to a Collection Agency if the account is not paid within thirty (30) days of the date of this letter.

From the disconnection date for non-payment, to the submission of the unpaid account to a Collection Agency a total of one-hundred and twenty (120) days will be given for the customer to make payment, or payment arrangements.

All unpaid accounts will be compiled, analyzed and broken down by service. These unpaid accounts will be submitted to the City of Tupelo City Council bi-annually for write-off as bad debt.

38. **INTERCONNECTION, METERING AND PARALLEL OPERATION AGREEMENTS**: Tupelo Water & Light Department, working in conjunction with TVA, allows customers to apply as an Interconnection Customer in order to self-generate and/or sell the output of renewable generation that is owned and operated by the Interconnection Customer at the Interconnection Customer's presently metered location. An Interconnection, Metering and Parallel Operation Agreement is made and entered into between both parties.

39. **TVA COMPLAINT RESOLUTION PROCESS**- In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the Distributor. If the dispute is not resolved, the distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.

See Appendix B

Appendix A

SCHEDULE OF RATES, CHARGES AND FEES

The following Schedule of Customer Service Charges is hereby fixed and established:

Meter Connection Charge	\$25.00
Transfer Charge	\$25.00
Disconnection/Reconnection Fee for non-payment	\$25.00
During regular hours, 8 am – 5 pm, M-F	
Reconnection after regular hours and weekends	\$75.00
Reconnection for CT (current transformer)	\$50.00
Metering service during regular hours	
Reconnection for CT (current transformer)	\$75.00
Metering service after regular hours and weekends	
Late Notice Charge	\$4.00
Penalty on all customers other than residential	5%
Meter Testing Charge	\$10.00
Minimum Charge for Theft of Electricity or Water	\$100.00
Returned Check Charge	\$30.00
Installation of underground primary electric lines	\$9.00 per foot
(In excess of 200 feet)	
Disconnection for non-payment requiring a	\$100.00
Bucket Truck	
Temporary Electric Service	\$65.00
Permit Fee – CT Meter Can	\$135.00

The following Schedule of Customer Deposits is hereby fixed and established:

<u>Residential Electric Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$200	650-699
\$300	Less than 650
<u>Residential Water Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$75	650-699
\$100	Less than 650

Additional deposits may be required if service is discontinued for non-payment equal to two (2) month’s average bill based on prior twelve (12) months service history.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1" – Temp	\$250.00 (Fire Plug)
Water	\$150.00	Water 2" – Temp	\$500.00 (Fire Plug)

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Department Collections and Billing Office will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:

Water Connection & Tap Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$1,300.00	\$2,100.00
1"	\$1,500.00	\$2,300.00
1 ½"	\$2,600.00	\$3,400.00
2"	\$3,200.00	\$3,800.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$1,475.00	\$2,310.00
1"	\$1,725.00	\$2,650.00
1 ½"	\$3,125.00	\$4,050.00
2"	\$3,825.00	\$4,550.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges
Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,150.00	\$1,725.00
6"	\$1,300.00	\$1,875.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,375.00	\$2,075.00
6"	\$1,575.00	\$2,250.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments

<u>Inside City Limits</u>		<u>Outside City Limits</u>	
<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
3/4"	\$700.00	3/4"	\$825.00
1"	\$800.00	1"	\$950.00

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$2,700.00	\$3,275.00
8" x 6"	\$2,900.00	\$3,475.00
8" x 8"	\$3,200.00	\$3,775.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,300.00	\$4,000.00
8" x 6"	\$3,500.00	\$4,200.00

8" x 8" \$3,900.00 \$4,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Fire Protection Fees

<u>Size</u>	<u>Monthly Charges</u>
4"	\$19.00
6"	\$27.00
8"	\$53.00
10"	\$106.00
12"	\$172.00

*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

Appendix B

Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** Tupelo Water & Light Department and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as “Qualifying System” located at interconnection Customer’s current metered location with gross power rating of _____kW and to be interconnected at _____ kV may be interconnected to Tupelo Water & Light Department’s electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until Tupelo Water & Light Department has received a completed certification of Completion, Tupelo Water & Light Department has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.

2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by Tupelo Water & Light Department and enters the wires or facilities provided by Interconnection Customer is the “Point of Interconnection.” Tupelo Water & Light Department and Interconnection Customer agree to interconnect the “Qualifying System” at the point of Interconnection in accordance with this Agreement, Tupelo Water & Light Department’s rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with Tupelo Water & Light Department’s Distributed Generation Interconnection Procedures.

3. **General Responsibilities of the Parties:**

3.1 Tupelo Water & Light has reviewed the proposed Qualifying system as described in the attached Application for compliance with Tupelo Water & Light Department’s Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:

- 3.1.1. The Qualifying System has been reviewed by Tupelo Water & Light Department based on the applicable codes and standards and has passed any applicable screening process in the Tupelo Water & Light Department’s Distributed Interconnection Procedures, or;
- 3.1.2. Tupelo Water & Light Department, in agreement with Interconnection customer, has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer’s expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.

3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National

Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.

3.3 Tupelo Water & Light Department shall, at Interconnection Customer's expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department's judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer's expense, test, calibrate, operate, maintain, and if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for Tupelo Water & Light Department's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify Tupelo Water & Light Department of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

3.4 The Interconnection Customer shall provide the City of Tupelo building code official inspection and certification of installation forms to Tupelo Water & Light Department. The certification shall reflect that City of Tupelo Code Official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben M. Logan, City Attorney
DATE January 28, 2021
SUBJECT: IN THE MATTER OF EXECUTIVE SESSION

Request:

I have two items for executive session:

- 1) Discuss the prospective purchase, sale or leasing of lands under Miss. Code Anno. § 26-41-7 (g) (1972 as amended).

- 2) Discuss personnel matters relating to the job performance, character, professional competence, or physical or mental health of a person holding a specific position under Miss. Code § 25-41-7 (a) (1972 as amended).