



# TUPELO REGULAR CITY COUNCIL MEETING

NOVEMBER 19, 2024 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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**INVOCATION:** COUNCIL MEMBER JANET GASTON

**PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER BUDDY PALMER

**CALL TO ORDER:** COUNCIL PRESIDENT NETTIE DAVIS

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

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

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

### **PUBLIC AGENDA**

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN
2. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION TN

APPEALS

CITIZEN HEARING

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

**ACTION AGENDA**

**ROUTINE AGENDA**

- [3.](#) IN THE MATTER OF MINUTES OF NOVEMBER 5, 2024
- [4.](#) IN THE MATTER OF BILL PAY **KH**  
  
TRAVIS BEARD  
NETTIE DAVIS  
JANET GASTON
- [5.](#) IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
- [6.](#) IN THE MATTER OF BUDGET AMENDMENT #1 FOR FY 2025 **KH**
- [7.](#) IN THE MATTER OF TUPELO HOUSING AUTHORITY APPOINTMENT (TABLED AT 11-5-2024 MEETING) **TJ**
- [8.](#) IN THE MATTER OF TUPELO HOUSING AUTHORITY APPOINTMENT (TABLED AT 11-5-2024 MEETING) **TJ**
- [9.](#) IN THE MATTER OF LOT MOWING **TN**
- [10.](#) IN THE MATTER OF PROPERTIES FOR DEMOLITION **TN**
- [11.](#) IN THE MATTER OF LIENS FOR LOT MOWING **TN**
- [12.](#) IN THE MATTER OF REJECTING BID #2024-058PD - DODGE CHARGERS **JQ**
- [13.](#) IN THE MATTER OF TASK FORCE BODY WORN CAMERA AGREEMENT WITH DEA **JQ**
- [14.](#) IN THE MATTER OF BID AWARD APPROVAL CONCRETE SUPPLY AND DELIVERY 6 MONTH TERM BID 2024-057PW **KWK**
- [15.](#) IN THE MATTER OF REMOVAL OF FIXED ASSET ITEM NOVEMBER 2024 **AF**
- [16.](#) IN THE MATTER OF CHANGE ORDER 01 FOR HANCOCK AND GUMTREE PARK BID #2024-006PR **AF**
- [17.](#) IN THE MATTER OF FEE INCREASE FOR TUPELO PARKS AND RECREATION AND TUPELO AQUATIC CENTER 2025 **AF**

- [18.](#) IN THE MATTER OF ITEMS FOR SURPLUS - MUNICIPAL COURT **RC**
- [19.](#) IN THE MATTER OF APPROVAL OF CHANGE ORDER FOR THE LUMPKIN STREET TO KINGS CREEK BANK STABILIZATION PROJECT (BID NO 2024-025PW) ARPA **JT**
- [20.](#) IN THE MATTER OF APPROVAL OF A SERVICE AGREEMENT WITH SUDDEN SERVICE, INC. **JT**

**(CLOSE REGULAR SESSION)**

**STUDY AGENDA**

- [S1.](#) IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 **BL**
- [S2.](#) IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 120 SOUTH HIGHLAND DRIVE **TN**
- [S3.](#) IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 124 SOUTH HIGHLAND DRIVE **TN**
- [S4.](#) IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 502 AUGUSTA **TN**

**EXECUTIVE SESSION**

**ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

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**Request:**





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION TN

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**Request:**

ADDRESS	PARCEL
1108 Marquette	077G2511200
1505 Hillsdale	088T2700300



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** November 12, 2024

**SUBJECT:** IN THE MATTER OF MINUTES OF NOVEMBER 5, 2024

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**Request:**

For your review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, City Clerk/CFO  
**DATE** October 17, 2024  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

For your review and approval



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** November 19, 2024

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

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**Request:**

There are no items for approval at this time.

**ITEMS:**

None



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF BUDGET AMENDMENT #1 FOR FY 2025. **KH**

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### Request:

Please review and approve amendment #1 which includes:

- To increase the general fund for a donation approved by Council from the Sports Council for Athletic Field Maintenance supplies for \$20,820.
- To decrease the general fund for the carryover of a Homeland Security grant for the PD in the amount \$100,000 that was expended in fiscal year 2024.
- To increase the CVB Budget for donations to be received to promote Tupelo.
- To transfer remaining funds from the Capital & Infrastructure Fund back to the Municipal Reserve (\$515,816) originally allocated for the West Main Bridge.
- To transfer funds from blight for the purchase of Sharon Hill's property.

### ITEMS:

Amendment #1

**City of Tupelo**  
**Fy 2025 Budget Revision #1**

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 2025 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b><u>General Fund Revenues</u></b>			
Local Taxes	9,745,838		9,745,838
Licenses & Permits	1,585,000		1,585,000
Intergovernmental Revenues	37,008,333	(100,000)	36,908,333
Charges for Services	756,000		756,000
Fines & Forfeits	462,000		462,000
Interest Income & Misc. Revenues	1,484,260	20,820	1,505,080
Other Financing Resources	89,500		89,500
Unreserved Fund Balance	-	-	-
<b>Total General Fund Revenues</b>	<b>51,130,931</b>	<b>(79,180)</b>	<b>51,051,751</b>

Purpose: To accept a donation from the Sport Council to be used for Parks & Rec maintenance supplies.  
 To reduce the grant budget for a Homeland Security grant that was anticipated to roll into the current budget but was spent in fiscal year 2024.

**Expenditures:**

**City Council**

Personnel	322,341		322,341
Supplies	6,000		6,000
Other Services & Charges	354,100		354,100
Capital	3,600	-	3,600
<b>Total City Council</b>	<b>686,041</b>	<b>-</b>	<b>686,041</b>

Purpose:

**Executive Dept.**

Personnel	1,097,816		1,097,816
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b>1,411,166</b>	<b>-</b>	<b>1,411,166</b>

Purpose:

**City Court**

Personnel	1,003,787		1,003,787
Supplies	32,300		32,300
Other Services & Charges	115,248		115,248
Capital	-	-	-
<b>Total City Court</b>	<b>1,151,335</b>	<b>-</b>	<b>1,151,335</b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	897,854		897,854
Supplies	33,100		33,100
Other Services & Charges	672,966		672,966
Capital	469,500	-	469,500
<b>Total Finance Department</b>	<b>2,073,420</b>	<b>-</b>	<b>2,073,420</b>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	355,123		355,123
Supplies	4,100		4,100
Other Services & Charges	136,875		136,875
Capital	-	-	-
<b>Total Human Resources</b>	<b>496,098</b>	<b>-</b>	<b>496,098</b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,412,615		1,412,615
Supplies	48,000		48,000
Other Services & Charges	313,300		313,300
Capital	-	-	-
<b>Total Development Services</b>	<b>1,773,915</b>	<b>-</b>	<b>1,773,915</b>

Purpose:

<b><u>Police Dept</u></b>			
Personnel	10,170,958		10,170,958
Supplies	783,486		783,486
Other Services & Charges	2,633,384		2,633,384
Capital	253,500	(100,000)	153,500
<b>Total Police Dept.</b>	<b>13,841,328</b>	<b>(100,000)</b>	<b>13,741,328</b>

Purpose: To budget for Homeland Security Grant Equipment carried over in adopted budget but was spent in FY 2024.

<b><u>Fire Dept</u></b>			
Personnel	7,254,225		7,254,225
Supplies	446,474		446,474
Other Services & Charges	367,700		367,700
Capital	10,000	-	10,000
<b>Total Fire Dept.</b>	<b>8,078,399</b>	<b>-</b>	<b>8,078,399</b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,305,428		3,305,428
Supplies	419,100		419,100
Other Services & Charges	2,394,758		2,394,758
Capital	17,000	-	17,000
<b>Total Public Works</b>	<b>6,136,286</b>	<b>-</b>	<b>6,136,286</b>

Purpose:

<b><u>Parks &amp; Recreation</u></b>			
Personnel	2,435,973		2,435,973
Supplies	459,000	20,820	479,820
Other Services & Charges	1,289,600		1,289,600
Capital	15,000	-	15,000
<b>Total Parks &amp; Rec</b>	<b>4,199,573</b>	<b>20,820</b>	<b>4,220,393</b>

Purpose: To use donated funds from the Sports Council for athletic field maintenance for both soccer and baseball fields.

<b><u>Aquatics Facility</u></b>			
Personnel	493,783		493,783
Supplies	117,500		117,500
Other Services & Charges	530,000		530,000
Capital	10,000	-	10,000
<b>Total Aquatics Facility</b>	<b>1,151,283</b>	<b>-</b>	<b>1,151,283</b>

Purpose:

<b><u>Museum</u></b>			
Personnel	140,031		140,031
Supplies	8,000		8,000
Other Services & Charges	36,900		36,900
Capital	4,000	-	4,000
<b>Total Museum</b>	<b>188,931</b>	<b>-</b>	<b>188,931</b>

Purpose:

<b>Community Services</b>	<b>1,132,825</b>	<b>-</b>	<b>1,132,825</b>
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Purpose:

<b>Debt Service</b>	<b>485,257</b>	<b>-</b>	<b>485,257</b>
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<b>Other Financing Uses</b>	<b>8,320,658</b>	<b>-</b>	<b>8,320,658</b>
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<b>Reserves</b>	<b>4,416</b>	<b>-</b>	<b>4,416</b>
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<b>Total General Fund Expenditures</b>	<b>51,130,931</b>	<b>(79,180)</b>	<b>51,051,751</b>
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	Original Budget	Amendment	Amended Budget
<b>Fund 102</b>			
<b>2% - Tourism Fund</b>			
<b>Revenues</b>			
Intergovernmental Revenue	6,162,435		6,162,435
Federal Grants	-		-
Interest & Miscellaneous Income	300,000	13,500	313,500
Unreserved Fund Balance	-	-	-
<b>Total Revenues</b>	<b><u>6,462,435</u></b>	<b><u>13,500</u></b>	<b><u>6,475,935</u></b>
<b>Expenditures</b>			
Personnel Services	973,381		973,381
Supplies	20,500		20,500
Other Services & Charges	4,161,054	13,500	4,174,554
Capital Outlay	7,500		7,500
Other Financing Uses	1,300,000	-	1,300,000
<b>Total Expenditures</b>	<b><u>6,462,435</u></b>	<b><u>13,500</u></b>	<b><u>6,475,935</u></b>

**Purpose:** To accept donations for CVB promotional expenditures.

**Fund #327**  
**Tupelo Capital & Infrastructure Fund**

<b>Revenues</b>			
Grants	1,092,972		1,092,972
Transfer from Other Funds	8,077,550		8,077,550
State Funds	4,600,000		4,600,000
Miscellaneous Income	-		-
Bond Proceeds	5,900,000		5,900,000
Unreserved Fund Balance	26,829,072	-	26,829,072
<b>Total Revenues</b>	<b><u>46,499,594</u></b>	<b><u>-</u></b>	<b><u>46,499,594</u></b>
<b>Expenditures</b>			
<b>Other Services &amp; Charges</b>			
Maintenance Projects	722,471		722,471
Street Overlay	8,409,309		8,409,309
Neighborhood Revitalization	1,540,298	(35,000)	1,505,298
Traffic Calming	218,434		218,434
Contingies/Grant Matches	-	-	-
<b>Total Other Services &amp; Charges</b>	<b><u>10,890,512</u></b>	<b><u>(35,000)</u></b>	<b><u>10,855,512</u></b>
<b>Capital</b>			
Infrastructure Improvements	14,138,743	(515,816)	13,622,927
Purchase of Property	11,364	35,000	46,364
Equipment	636,739		636,739
Building Improvements	10,156,544		10,156,544
Park Improvements	6,798,344		6,798,344
Vehicles	385,081		385,081
Police Vehicles/Equipment	1,148,592		1,148,592
Fire Equipment/Trucks	2,333,675		2,333,675
Contingencies(Grant Matches)	-	-	-
<b>Total Capital</b>	<b><u>35,609,082</u></b>	<b><u>(480,816)</u></b>	<b><u>35,128,266</u></b>
<b>Other Financing Uses</b>	<b><u>-</u></b>	<b><u>515,816</u></b>	<b><u>515,816</u></b>
<b>Total Expenditures</b>	<b><u>46,499,594</u></b>	<b><u>-</u></b>	<b><u>46,499,594</u></b>

**Purpose:** To transfer funds to the municipal reserve fund (515,816) and to transfer blight funds for the purpose of purchasing property (35,000)

Voting

Councilman Chad Mims	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilman Nettie Davis	_____
Councilman Buddy Palmer	_____
Councilman Janet Gaston	_____
Councilman Rosie Jones	_____

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:** Todd Jordan, Mayor

**DATE** October 17, 2024

**SUBJECT:** IN THE MATTER OF TUPELO HOUSING AUTHORITY APPOINTMENT  
(TABLED AT 11-5-2024 MEETING) **TJ**

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**Request:**

Appointment to Tupelo Housing Authority for 5-year term, ending May 20, 2029.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Todd Jordan, Mayor

**DATE** October 17, 2024

**SUBJECT:** IN THE MATTER OF TUPELO HOUSING AUTHORITY APPOINTMENT  
(TABLED AT 11-5-2024 MEETING) **TJ**

---

**Request:**

Appointment to Tupelo Housing Authority for 5-year term, ending May 20, 2029.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE** November 19, 2024  
**SUBJECT:** IN THE MATTER OF LOT MOWING TN

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**Request:**

Please review the final lot mowing list.

## Preliminary Lot Mowing Report for 11/19/2024

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	48074	077E2618300	2672 ARLINGTON DR	BULLER CHELSEA & EATON WILLIAM F	2672 ARLINGTON STREET	TUPELO, MS 38801	EG
2.	48084	106A1401200	2774 EVANS CIR	ROGERS BETTY WATKINS ETAL	2774 EVANS CIRCLE	TUPELO, MS 38801	RS
3.	48085	101B0216812	723 ASHLEY LN	PILGREEN MICHIAL	PO BOX 1825	TUPELO, MS 38802	RS
4.	48087	113N0706700	723 SENTER ST	VEND FOODS LLC	290 A HWY 6 WEST	TUPELO, MS 38801	JLB
5.	48088	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	EG
6.	48096	114S1801300	2821 MATTOX ST	PATEL DIXITA	757 ALAMEDA AVENUE	NOLENSVILLE, TN 37135	JLB
7.	48105	077G2511200	1108 MARQUETTE	LITTLE SUE C	1108 MARQUETTE	TUPELO, MS 38801	EG
8.	48109	089A3000600	901 LYNN CIR	UECKER ANDREW & WIFE ERICA	901 LYNN CIRCLE	TUPELO, MS 38804	SB
9.	48113	088J3302000	87 ADAMS ST	SMITH ELIZABETH ANN REAGH & WALTER L REA	861 ROSEDALE DRIVE	MARIETTA, GA 30066-5400	BM
10	48127	101M1210100	1136 CLIFF GOOKIN BLVD	ROBERSON PAMELA S	219 MARILYN DRIVE	NEW ALBANY, MS 38652	JLB
11	48136	113E0611000	914 LYNDEN BLVD	OJ ENTERPRIZES	3792 OLD OAK ROAD	CORINTH, MS 38834	JLB
12	48138	101G0111000	2020 LAWNDAL DR	DESAI RAMESH & DESAI RITA & SINGH NIRBHA	2020 LAWNDAL DR	TUPELO, MS 38801	JLB

## Preliminary Lot Mowing Report for

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	48144	075R2205300	3531 LANSDOWNE DR	SIMMONS BETTY J SMITH	3531 LANSDOWNE DR	BELDEN, MS 38826	EG
14	48147	077P3523200	405 S FOSTER ST	ARNOLD MARY A	405 S FOSTER ST	TUPELO, MS 38801	RS
15	47338	077F2604200	1513 LEIGHTON	ZINN ONILISA M	1513 LEIGHTON	TUPELO, MS 38804	
16							
17							
18							
19							
20							
21							
22							
23							
24							



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF REVIEW AND APPROVE PROPERTIES FOR  
DEMOLITION TN

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**Request:**

ADDRESS	PARCEL
1108 Marquette	077G2511200
1505 Hillsdale	088T2700300



# **BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**

Item # 10.

**ADDRESS: 1108 MARQUETTE STREET**

## **BASIC INFORMATION**

- ▶ PARCEL: 077G-25-112-00
- ▶ CASE: 47222
- ▶ WARD: 2
- ▶ TAX VALUE: \$97,480
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

## **NEARBY PROPERTIES/ TAXES**

Right side \$128,160  
Left side \$139,310  
Rear \$7,380 (NATIVE SON FARMLAND)  
Across street \$123,950

## **TAXES/LIENS**

Taxes – Arrears No city liens – Yes

## **VISUAL INDICATORS OF BLIGHT**

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – N/A
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

## **CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS – OWNER DOES NOT LIVE THERE. RELATIVE LIVES IN FULTON
- ▶ THE CITY TORE DOWN THE BURNED HOUSE WITH THE UNDERSTANDING THAT THE OWNERS WOULD MOVE THE OLD BARN AND DECK TO FULTON. THIS HAS NOT BEEN DONE.

04/25/2024

LITTLE SUE C  
1108 MARQUETTE  
TUPELO, MS 38801

Re: CASE # 47222  
1108 MARQUETTE,  
PARCEL NUMBER: 077G2511200




Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

<b>VIOLATION</b>	<b>DETAILS/REMEDY</b>
CONDEMNATION OF UNSAFE PROPERTY	SEE ATTACHED
WALL/FENCE FAILURE	SEE ATTACHED

<b>PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:</b>	<b>REINSPECTION DATE:</b>
05/21/2024	05/21/2024

Thank you in advance for your compliance. If you have questions, please call 662.610-5769  
Sincerely,

  
EMMA GENTRY  
Code Enforcement

**IPMC SEC 110 - DEMOLITION (110.1-110.4**

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

**PROPERTY MAINTENANCE - FENCES**

11.6.3(13) Fences: Fences shall be maintained so that they do not constitute a hazard, blight, or condition of disrepair. Examples of hazard, blight, or condition of disrepair shall include but not be limited to: leaning, missing slats or blocks, graffiti, peeling paint, rotting or deteriorated materials, affecting five percent (5%) or more of the length of the fence.



INCLUDING PORCH AND FENCE



INCLUDING SHED AND FENCE





## HEARING NOTICE

11/01/24

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 47222

Vs.

SUE LITTLE  
C/O JOHN TIMOTHY LITTLE

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Lynda Ford at 662-587-7236.

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1108 Marquette Street, Parcel #089N3102601, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **11/19/2024 at City Hall, Second Floor Council Chambers, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 1<sup>st</sup> DAY OF NOVEMBER, 2024.



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

# **BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**

Item # 10.

**ADDRESS: 1505 NORTH HILLSDALE**

## **BASIC INFORMATION**

- ▶ PARCEL: 088T-27-003-00
- ▶ CASE: 47276
- ▶ WARD: 5
- ▶ TAX VALUE: \$98,840
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

## **NEARBY PROPERTIES/ TAXES**

Right side \$86,610  
Left side \$9,450  
Rear \$8,400  
Across street \$32,570

## **TAXES/LIENS**

Taxes – Arrears No city liens – Yes

## **VISUAL INDICATORS OF BLIGHT**

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – N/A
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

## **CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS 5
- ▶ CURRENT STATUS - OWNER HAS PASSED – TAXES WILL MATURE TO MS TL, LLC TE SERVICING



# City of Tupelo

## Department of Development Services

06/04/2024

This property will be inspected for compliance on the date of the below referenced hearing. If this property is cleaned and mowed prior to hearing, please contact this office immediately to schedule inspection.

CITY OF TUPELO, MISSISSIPPI

COMPLAINT # 47276

**COUNCIL**

Chad Mims  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Janet Gaston  
Ward Six

Rosie Jones  
Ward Seven

Vs.

TTLBL LLC

4747 EXECUTIVE DR STE 510

SAN DIEGO, CA 92121

CORPORATION SERVICE COMPANY

109 Executive Drive, Suite 3

Madison, MS 39110

MSTREO LLC

RYAN COLE

4747 Executive Dr., Ste. 210

SAN DIEGO, CA 92121

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation, the property of Owner located at **1505 N HILLSDALE DR, 088T2700300**, including building(s) thereon, is in such a state of un-cleanliness as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11(supp. 2010) is warranted.

2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on 06/18/2024 at 6:00 p.m., in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS. You have the right to attend and respond to the charges.

3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: **cutting grass and weeds**; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Future Findings.** If at said hearing the City Council adjudicates that the property is a menace to the public health and safety will authorize the City of Tupelo, without the need for conducting a further hearing and for a period of one year after the hearing date, to re-enter the property for cleaning purposes at least seven days after the mailing and posting of the intent to re-enter and clean. If property is not cleaned within the 7-day period, the City of Tupelo may re-enter and clean the property, resulting in additional actual costs and penalty.

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

BAILEY MERCHANT

71 East Troy St. • P.O. Box 1485 • Tupelo, Mississippi 38802-1485 • 662-841-6510 • Fax 662-841-6550

## Exhibit A

Item # 10.

Violation # 47276 Parcel # 088T2700300 Owner TTLBL LLC 4747 EXECUTIVE DR STE 510 SAN DIEGO, CA 92121





Jun 5, 2024 at 10:05:12 AM  
1505 N Hillsdale Dr  
Tupelo MS 38804  
United States

Item # 10.



Jun 5, 2024 at 10:06:06 AM  
1505 N Hillsdale Dr  
Tupelo MS 38804  
United States

Item # 10.





## HEARING NOTICE

11/01/24

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 47276

Vs.

MSTREO, LLC  
MS TL, LLC TE SERVICING

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Lynda Ford at 662-587-7236.

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1505 North Hillsdale, Parcel #088T2700300, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **11/19/2024 at City Hall, Second Floor Council Chambers, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

Item # 10.

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

WITNESS MY SIGNATURE, THIS THE 1<sup>st</sup> DAY OF NOVEMBER, 2024.



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



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE:** November 19, 2024

**SUBJECT:** IN THE MATTER OF REVIEW AND APPROVE LIENS FOR LOT MOWING  
TN

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**Request:**

ADDRESS	PARCEL	LIEN AMOUNT
205 Bowen	077Q3602500	\$ 300.00
1518 Central	077Q3615600	\$ 400.00
414 Lakeview	101B0213200	\$2000.00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 48006

PROPERTY PROS OF MISSISSIPPI, LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **PROPERTY PROS OF MISSISSIPPI, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: PROPERTY PROS OF MISSISSIPPI, LLC

Address of Owner: 145 CR 147  
TISHOMINGO, MS 38873

Parcel Number: 077Q-36-156-00

Address of Violation: 1518 CENTRAL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/05/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **11/19/2024**, adjudicated the actual cost of lot mowing and cleaning to be **\$400.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30<sup>th</sup> day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30<sup>th</sup> of the current year, and unpaid by September 30<sup>th</sup> of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner’s right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of November, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
NETTIE DAVIS, Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN., Mayor

\_\_\_\_\_  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47954**

**JAMES H & MARY N HARRIS**

**OWNERS**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **JAMES H. & MARY N. HARRIS**, (Owners of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: JAMES H. & MARY N. HARRIS

Address of Owner: 205 BOWEN  
TUPELO, MS 38801

Parcel Number: 077Q-36-025-00

Address of Violation: 205 BOWEN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/15/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **11/19/2024**, adjudicated the actual mowing and cleaning to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30<sup>th</sup> day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30<sup>th</sup> of the current year, and unpaid by September 30<sup>th</sup> of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.



7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner’s right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of November, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
NETTIE DAVIS, Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN., Mayor

\_\_\_\_\_  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 48067**

**TTLBL, LLC**

**OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **TTLBL, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	TTLBL, LLC
Address of Owner:	4747 EXECUTIVE DRIVE, STE 510 SAN DIEGO, CA 92121
Parcel Number:	101B-02-132-00
Address of Violation:	414 LAKEVIEW

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/05/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **11/19/2024**, adjudicated the actual cost of lot mowing and cleaning to be **\$2000.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30<sup>th</sup> day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30<sup>th</sup> of the current year, and unpaid by September 30<sup>th</sup> of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of November, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
NETTIE DAVIS, Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN., Mayor

\_\_\_\_\_  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE** November 13, 2024

**SUBJECT:** IN THE MATTER OF REJECTING BID #2024-058PD - DODGE CHARGERS  
JQ

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**Request:**

Please accept this letter of request to reject Bid # 2024-058PD from Cannon Chrysler Dodge Jeep Ram. The quantity and equipment requirements listed in this bid were unable to be fulfilled by the bidding party - Cannon Chrysler Dodge Jeep Ram. Based on the inability to fulfill the complete bid, we ask that the bid be rejected.



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**2024-058PD 2 DODGE CHARGER PPV (V8) AND 5 DODGE CHARGER  
PPV (V6)**

City of Tupelo

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

15-Oct-2024 09:25:22 AM

**REQUEST FOR  
\*Unpriced Technical Proposals\*  
To provide**

**TWO (2) NEW DODGE CHARGER PPV (V8 RWD)  
FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-058PD**

**A Reverse Auction for  
The City of Tupelo, Mississippi**



**Publication Dates:** Oct 15, 2023 and Oct 22, 2024  
**Un-Priced Responses Due:** Nov 6, 2024, at 2:00 PM  
**Reverse Auction:** Nov 13, 2024, at 10:00 AM

## **ADVERTISEMENT FOR PROPOSALS**

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

**TWO (2) NEW DODGE CHARGER PPV (V8 RWD)  
FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-058PD**

The deadline for receipt of unpriced technical proposals is **Nov 6, 2024, at 2:00 PM**, local time. Unpriced proposals, including the Specification Response Form and all other documents, shall be submitted electronically at [www.centralbidding.com](http://www.centralbidding.com).

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

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.centralbidding.com](http://www.centralbidding.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM on Nov 6, 2024**, per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on Nov 13, 2024, at 10:00 AM**. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered into 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  
Controller**

**Publishing Dates: Oct 15, 2024, and Oct 22, 2024**

## **INFORMATION FOR BIDDERS**

### **TWO (2) NEW DODGE CHARGER PPV (V8 RWD) FIVE (5) NEW DODGE CHARGER PPV (V6 AWD) FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-058PD**

#### **I. General Bidder Requirements/Information**

The City of Tupelo is looking to purchase:  
**TWO (2) NEW DODGE CHARGER PPV (V8 RWD)  
FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)  
FOR TUPELO POLICE DEPARTMENT**

The City of Tupelo will accept un-priced proposals for pre-qualification until **Nov 6, 2024, at 2:00 PM**, local time. The unpriced specification responses may be submitted electronically at [www.centralbidding.com](http://www.centralbidding.com). The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **Nov 13, 2024, at 10:00 AM**, local time. All unpriced proposals must be equal in performance and quality to the specifications.

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

#### **II. BID PROCESS**

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

**Phase One** is the solicitation and receipt of unpriced technical proposals for consideration. Deadline for receipt of technical proposals is **Nov 6, 2024, at 2:00 PM CST**.

**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 unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and assigned a username and password for access to the online bidding site by Central Bidding. Central Bidding can be contacted at [www.centralbidding.com](http://www.centralbidding.com) or by calling 225-810-4814. The reverse auction will begin on **Nov 13, 2024, at 10:00 AM CST**.

#### **III. SUBMISSION OF UNPRICED 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 product. Proposals shall contain all documentation as listed in the instructions to bidders.



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

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

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

#### IV. **QUESTIONS**

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

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

For questions concerning the technical specifications, prospective bidders may contact Patrick Johnson at the City of Tupelo Police Department at 662-841-6542 or [patrick.johnson@tupeloms.gov](mailto:patrick.johnson@tupeloms.gov).

For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

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

#### V. **INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS**

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

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

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

- A. Find the reverse auction you wish to take part in by doing one of the following:
  - a. Search for the title of the auction via the Search bar on the main Central Bidding page.
  - b. Click on the "Bids by Agency" icon on the main page, then select the City of Tupelo's page from the list, then click on the title of the auction in their list.
- B. Once you have found and are viewing the reverse auction listing, select the **Place a Solicitation** button.
- C. On the next page, enter all required by the owner of the auction (PDF files are recommended).
- D. Select the **Next** button to be taken to a preview screen of the information you're submitting.
- E. Enter your private key (Central Bidding password) into the Password field, then click the **Submit** button.
- F. Once submitted and the solicitation period has ended, the owner of the reverse auction 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.*

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

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

**VI. PROPOSAL OPENING**

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

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

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

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

**VII. REVERSE AUCTION**

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **Nov 13, 2024, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

**The Online Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see and consider their competitors' bids and decide if additional bidding is necessary on their part.

There is no advantage for a bidder to wait until near closing time of the auction to place a bid. Any bid placed during the last 5 minutes of the bidding time window will cause an automatic 5-minute extension of time. Each additional bid after that will cause another 5-minute extension, and will continue until 5 minutes have gone by without a bid. At that point, the system will shut down and the auction will end.

More information regarding the live Reverse Auction event will be provided in the invitation to participate

**\*FORM A\****Submission Cover Letter for  
Unpriced Technical Proposals***TWO (2) NEW DODGE CHARGER PPV (V8 RWD)  
FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)  
FOR TUPELO POLICE DEPARTMENT****Bid # 2024-058PD**

The undersigned proposes to provide equipment 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 Cannon Chrysler Jeep Dodge Ram (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **Nov 13, 2024, at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

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

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

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

Printed Name J. Steven Hand

Title Fleet Sales Director

Company Name Cannon Chrysler Jeep Dodge Ram

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

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

**TWO (2) NEW DODGE CHARGER PPV (V8 RWD)  
FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-058PD**

The undersigned proposes to furnish **TWO (2) NEW DODGE CHARGER PPV (V8 RWD) AND FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)** for the Tupelo Police Department, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms, and conditions contained in this BID have been considered and understood. By submitting a response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

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

TWO (2) NEW DODGE CHARGER PPV (V8 RWD) FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)				
ITEM	MINIMUM SPECIFICATIONS <i>Specifications modeled after DODGE CHARGER PPV V8</i>	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.1	ENGINE: 5.7L V8 HEMI MDS VVT COLOR: BLACK			SOLD
1.2	DRIVETRAIN: REAR WHEEL DRIVE			
1.3	<b>FUNCTIONAL SAFETY FEATURES</b> ADVANCED MULTI STAGE FRONT AIRBAGS SUPPLEMENTAL FRONT SEAT MOUNTED SIDE AIR BAGS SUPPLEMENTAL SIDE CURTAIN FRONT AND REAR AIR BAGS PARKVIEW REAR BACK UP CAMERA PARK SENSE REAR PARK ASSIST SYSTEM 2.62 REAR AXLE RATIO 220MM REAR AXLE DODGE CLEAN AIR SYSTEM ELECTRONIC POWER STEERING ELECTRONIC STABILITY CONTROL ALL SPEED TRACTION CONTROL HILL START ASSIST RAIN BRAKE SUPPORT READY ALERT BRAKING POLICE ABS 4 WHEEL HEAVY DUTY DISC BRAKES SECURE PARK 220 AMP ALTERNATOR 800 AMP MAINTENANCE FREE BATTERY SPOT LAMP WIRING PREP COLUMN MOUNT AUTOMATIC SHIFT LEVER HEAVY DUTY SUSPENSION PERFORMANCE EXHAUST LOAD LEVELING AND HEIGHT CONTROL ENINE HOUR METER SEVERE DUTY ENGINE COOLING TIRE PRESSURE MONITORING DISPLAY PUSH BUTTON START SPEED CONTROL HIGH SPEED ENGINE CONTROLLER			

**TWO (2) NEW DODGE CHARGER PPV (V8 RWD)  
FIVE (5) NEW DODGE CHARGER PPV (V6 AWD)**

ITEM	MINIMUM SPECIFICATIONS	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.4	<b><u>INTERIOR FEATURES</u></b> UCONNECT 4 WITH 7INCH TOUCH SCREEN DISPLAY GOOGLE ANDROID AUTO APPLE CARPLAY INTEGRATED VOICE COMMAND RE-MAPPABLE STEERING WHEEL BUTTONS RED / WHITE FRONT DOME LAMP 6-WAY POWER DRIVER SEAT MINI FLOOR CONSOLE BLACK VINYL FLOOR COVERING TILT / LIMITED TELESCOP STEERING COLUMN LAST CALL UNDERHOOD PLAQUE			
1.5	<b><u>OPTIONAL EQUIPMENT</u></b> HEAVY DUTY CLOTH BUCKET SEATS WITH VINYL REAR CUSTOMER PREFERRED PACKAGE 26A DEACTIVATE REAR DOORS / WINDOWS BLACK LEFT SPOT LAMP LED SPOT LAMPS 18-INCH WHEEL COVERS			
	<b>Specifications modeled after Dodge Charger PPV V6</b>			
2.1	ENGINE: 3.6L V6 24V VVT COLOR: BLACK	X		
2.2	DRIVETRAIN: ALL WHEEL DRIVE	X		
2.3	<b><u>FUNCTIONAL SAFETY FEATURES</u></b> ADVANCED MULTI STAGE FRONT AIRBAGS SUPPLEMENTAL FRONT SEAT MOUNTED SIDE AIR BAGS SUPPLEMENTAL SIDE CURTAIN FRONT AND REAR AIR BAGS PARKVIEW REAR BACK UP CAMERA PARK SENSE REAR PARK ASSIST SYSTEM 300HP POWER RATING ACTIVE TRANSFER CASE WITH FRONT AXLE DISCONNECT 3.07 REAR AXLE RATIO DODGE CLEAN AIR SYSTEM ELECTRIC POWER STEERING POWER STEERING COOLER ELECTRONIC STABILITY CONTROL ALL SPEED TRACTION CONTROL HILL START ASSIST RAIN BRAKE SUPPORT READY ALERT BRAKING POLICE ABS 4 WHEEL HEAVY DUTY DISC BRAKES SECURE PARK 220 AMP ALTERNATOR 800 AMP MAINTENANCE FREE BATTERY SPOT LAMP WIRING PREP COLUMN MOUNT AUTOMATIC SHIFT LEVER HEAVY DUTY SUSPENSION LOAD LEVELING AND HEIGHT CONTROL ENGINE HOUR METER	X		

	SEVERE DUTY ENGINE COOLING TIRE PRESSURE MONITORING DISPLAY PUSH BUTTON START SPEED CONTROL	X		
2.4	<b><u>INTERIOR FEATURES</u></b> UCONNECT 4 WITH 7 INCH TOUCH SCREEN DISPLAY GOOGLE ANDROID AUTO APPLE CARPLAY INTEGRATED VOICE COMMAND RE-MAPPABLE STEERING WHEEL BUTTONS RED / WHITE FRONT DOME LAMP 6 WAY POWER DRIVER SEAT MINI FLOOR CONSOLE BLACK VINYL FLOOR COVERING TILT LIMITED TELESCOPE STEERING COLUMN LAST CALL UNDERHOOD PLAQUE	X		
2.5	<b><u>EXTERIOR FEATURES</u></b> 18 INCH BY 7.5 INCH STEEL WHEELS P225/60R18 BSW PERFORMANCE TIRES BI-FUNCTION LED PROJECTOR HEADLAMPS FULL SIZE SPARE TIRE ACOUSTIC WINDSHIELD ACOUSTIC FRONT DOOR GLASS POWER MIRRORS WITH MANUAL FOLD AWAY	X		
2.6	<b><u>OPTIONAL EQUIPMENT</u></b> HEAVY DUTY CLOTH BUCKET SEATS WITH VINYL REAR CUSTOMER PREFERRED PACKAGE 29A DEACTIVATE REAR DOOR / WINDOWS BLACK LEFT SPOT LAMP LED SPOT LAMPS 18 INCH WHEEL COVERS EQUIPMENT MOUNTING BRACKET	X		

## GENERAL BIDDER'S REQUIREMENTS

MINIMUM SPECIFICATIONS	ACKNOWLEDGE		VARIANCE
	YES	NO	
Delivery - The successful bidder will deliver fully assembled vehicles to Tupelo Police Department within <u>10</u> days of the date of the City's acceptance of the lowest and best bid. The Bidder is to notify the City of Tupelo of any delays in delivery extending beyond two (2) weeks from the Final Anticipated Delivery Date stated in this document. Failure to coordinate major delays in delivery with the City of Tupelo designated personnel shall release the City of Tupelo of this purchase order contract.	X		
All items must be as specified or approved equal by the City of Tupelo.	X		

## SPECIFICATION RESPONSE FORM CHECKLIST

*Please include all below documents in order for your Specification Response Form to be considered:*

ITEM	ACKNOWLEDGE		VARIANCE
	YES	NO	
Vehicle Specifications Included	X		
Form A (Submission Cover Letter) Included	X		
Form B (Specification Response Form) Included	X		
Written Warranty Information/Service Information Included:	X		
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction.	X		

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact City of Tupelo at 662-841-6456 or [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov) at least one day prior to the specification response deadline or the reverse auction date.**

## VEHICLE INFORMATION

Make/Model Dodge Charger AWD Police Pursuit Vehicle

Year: 2023 Color Black

Engine 3.6L V6



**BIDDER INFORMATION**Company Cannon Chrysler Jeep Dodge RamPhysical Address 69860 Hwy 82 West Greenwood, MS 38930Billing Address 69900 Hwy 82 W.City Greenwood State MS Zip 38930Phone 662-453-4211 extension 3415 Email shand@nobodybeatsacannondeal.comAuthorized Agent Name J. Steven HandTitle Fleet Sales DirectorSignature J. Steven Hand



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Quaka, John Chief

**DATE** November 6<sup>th</sup>, 2024

**SUBJECT:** IN THE MATTER OF APPROVE TASK FORCE BODY WORN CAMERA AGREEMENT. **JQ**

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**Request:**

Please approve the Task Force Agreement Pertaining to Use of Tupelo Police Department Body-Worn Cameras by Deputized Task Force Officers working with the D.E.A.

**Task Force Agreement Pertaining to Use of Tupelo Police Department  
Body-Worn Cameras by Deputized Task Force Officers**

This Agreement is between the Drug Enforcement Administration (DEA) and the **Tupelo Police Department**. In addition to the task force named, this Agreement also applies to all deputized officers of **Tupelo Police Department**, including those granted case-specific or emergency deputizations. Pursuant to Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety; Memorandum from Deputy Attorney General Lisa Monaco, Body-Worn Camera Policy, June 7, 2021 (DOJ Policy); DEA's Body Worn Camera Policy; and the most current Task Force Agreement between DEA and **Tupelo Police Department** (TFO Agreement) **Tupelo Police Department** has advised DEA that it will require its deputized officers participating in the Task Force or otherwise deputized by DEA to use Body-Worn Cameras (BWCs) owned and issued by **Tupelo Police Department**. This agreement governs that use only; it does not govern BWCs owned and issued by DEA to deputized officer of **Tupelo Police Department**. No Task Force Officer (TFO) shall be permitted to participate in any DEA operation that requires the use of BWCs, as outline in DEA's BWC Policy until this agreement is ratified.

The Parties hereby agree that the most current version of DEA's BWC policy shall govern TFO BWC usage, even those not specified herein, to include the following:

- I. Task Force Officers (TFOs) will adhere to DOJ Policy and DEA's Body-Worn Camera Program Policy contained in the DEA Agents Manual (AM) § 6125 (attached to this Agreement), and other applicable DEA policies and procedures.
- II. **Tupelo Police Department** confirms that prior to executing this agreement it has provided to DEA details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies.
- III. Use of BWCs During Federal Task Force or Other Federal Operations:
  - A. TFOs will be allowed to wear and activate their BWC recording equipment in accordance with AM § 6125 and other applicable DEA policies.
  - B. However, if state, local, or municipal law requires more extensive activation and recording than that which is required by DEA policy, such laws may be followed by TFOs after a limited waiver has been requested and granted. TFO Parent Agency shall follow the procedures in AM 6125.61(B) regarding how to request and obtain a limited waiver.
  - C. TFOs will follow the provisions set forth in this agreement for use of BWCs, as articulated in the attached BWC Policy, and the provisions of this agreement will supersede any conflicting provision in the agency's policy for TFOs while serving on the federal Task Force.

- D. TFOs may possess and use only one agency-issued and agency-owned BWC, under this agreement. TFOs will not be allowed to possess or use any privately owned BWC. TFOs may only wear one BWC, either one issued by the Parent Agency *or* one issued by DEA.
- E. In the event a TFO's BWC is not working or inoperable due to a technical problem or cannot be used due to physical damage, and, in the judgement of the Task Force supervisor, delaying the operation to repair or obtain a replacement BWC is not practical or would impair the operation, the TFO may participate in the operation without using a BWC.
- F. Even when BWC use would be permissible in the circumstances set forth in Section III. above, consistent with DEA BWC Policy, TFOs are prohibited from intentionally recording the following scenarios unless unavoidable or unless in direct conflict with applicable state, local, or municipal laws:
  - 1. Undercover personnel;
  - 2. Confidential informants or confidential sources;
  - 3. On-scene witness interviews prior to or after the operation; or
  - 4. On-scene actions by any non-law enforcement persons who are assisting law enforcement personnel prior to or after the operation.

**Tupelo Police Department** is expected to inform DEA Task Force supervisors of any state, local, or municipal laws requiring activation or recording prior to any operation where any of these four aforementioned recording scenarios might apply.

#### IV. **Tupelo Police Department** Internal Controls:

- A. Chief John Quaka will serve as a point-of-contact (POC) for DEA on BWC matters.
- B. **Tupelo Police Department** will notify DEA of any change in state or local law that will modify how DEA TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of DEA. DEA will notify **Tupelo Police Department** of any changes in federal law, DOJ policy, or DEA policy that will modify how DEA TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of DEA, and will provide **Tupelo Police Department** with a copy of the updated policy.
- C. **Tupelo Police Department** will notify and consult DEA prior to making any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.

1. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recordings, and associated metadata, from BWCs owned and issued by **Tupelo Police Department** made while the deputized TFO is working under federal authority.
- D. **Tupelo Police Department** will provide training to DEA task force personnel on the BWCs to familiarize them with the capabilities and operation of BWCs used during task force activities. DEA will provide training to deputized task force officers in DOJ and DEA policy regarding use of BWCs while working under federal authority.
- E. **Tupelo Police Department** will allow DEA Task Force supervisors to make decisions about recording or not recording under the same circumstances that **Tupelo Police Department** supervisors are allowed to make such decisions.
- Tupelo Police Department** will provide training to DEA personnel as needed to implement this. **Tupelo Police Department** shall provide DEA Task Force supervisors with explicit information regarding any applicable state, local, or municipal laws requiring their personnel to activate BWCs or record. DEA Task Force supervisors understand that such requirements apply to TFOs, even when engaging in DEA Task Force operations.
- V. **Handing of BWC Recordings Made During Federal Task Force or Other Federal Operations:**
- TFO BWC Recordings Made During Federal Task Force or Other Federal Operations will be handled in accordance with DEA’s BWC and other applicable DEA policies.
- A. **Expedited Public Release:** The procedures governing the expeditious release of TFO BWC footage will occur in accordance with DEA’s BWC Policy and other applicable DEA policies.
- B. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination (including but not limited to 28 C.F.R. Ch. 1, Pt. 16, Subpart B (“Touhy Regulations”)); and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination.
- C. If a TFO BWC recording involves a “reportable incident” as defined in AM 6114.2 et. seq., or involves another time-sensitive or urgent situation, **Tupelo Police Department** will provide DEA copies on an expedited basis, including during non-business hours.
- D. **Tupelo Police Department** will provide witnesses as needed to authenticate TFO recordings in DEA cases.



- E. Tupelo Police Department will inform DEA of the length of time TFO BWC recordings will be retained by the agency before deletion.  
**Tupelo Police Department** will honor any request by DEA to retain the TFO BWC recordings for a longer period of time.
- F. The Tupelo Police Department will restrict access to TFO BWC recordings within the agency as mutually agreed between DEA and **Tupelo Police Department**
- G. **Tupelo Police Department** will notify DEA immediately of any unauthorized access to TFO recordings discovered by the agency.
- H. **Tupelo Police Department** will cooperate fully with DEA in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing DEA the name(s) of any agency personnel determined by the agency to be involved in unauthorized access, copying, or disclosure.
- I. **Tupelo Police Department** will notify DEA as soon as possible regarding any request or demand for release or disclosure of TFO recordings, including but not limited to subpoenas, discovery demands or motions, open record/freedom of information requests, media requests, or union or other professional association requests.
- J. **Tupelo Police Department** will assist in the redaction of any video or audio portion of TFO recordings as requested by DEA prior to public release unless doing so would violate a federal court order. Redactions will be determined in accordance with DEA policy.

VI. Effective Date, Modification, and Termination:

- A. This agreement shall become effective when both Parties have signed it, and, unless amended or terminated in accordance with Sections VI.B or VI.C, shall remain in effect for the duration of the referenced Task Force Agreement and any successor Task Force Agreement(s).
- B. This agreement may be amended in writing by mutual agreement of the Parties.
- C. Either Party may terminate this agreement by providing written notice of same at least thirty (30) days in advance to the other Party. If this agreement is terminated, **Tupelo Police Department** will provide DEA with TFO BWC recordings made while the agreement was in effect and still in the custody and control of **Tupelo Police Department**, and continue to adhere to the provisions of the agreement relating to the storage, handling, dissemination, and release of such TFO BWC recordings.

Steven L. Hofer  
Special Agent in Charge  
New Orleans Division  
Drug Enforcement Administration

John Quaka  
Chief  
Tupelo Police Department





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kelly Knight, Director of Public Works

**DATE:** November 13, 2024

**SUBJECT:** IN THE MATTER OF BID AWARD APPROVAL CONCRETE SUPPLY AND DELIVERY 6 MONTH TERM BID 2024-057PW - **KK**

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### Request:

We are requesting bid award approval Concrete Supply and Delivery 6 Month Term Bid 2024-057PW to the sole bidder based on the Bid Form pricing that was submitted.

### Sole Bidder -

Senter Transit Mix

Concrete Class B      **\$174.00 cy**  
 Concrete, General Use 3500 PSI Pea Gravel Mix      **\$174.00 cy**  
 Concrete, General Use 3500 PSI Coarse Aggregate      **\$180.00 cy**  
 High Strength Grout Mix      **No Bid**  
 Flowable Fill      **\$147.00 cy**  
 Structural Fiber – Structural or Micro      **\$5.00 lb (Micro)**  
 Calcium Admixture      **1% - \$5.00 cy and 2% - \$10.00 cy**

The materials specified are on an “AS NEEDED BASIS” for the duration of a 6 Month Period. This material shall also be available as needed by the City of Tupelo without undue delay. All delivered prices submitted on the BID FORM shall be F.O.B. Tupelo, MS to various job sites and shall include all delivery, environmental and fuel surcharges as noted on the Bid Proposal on Page 4.

## Minute Entry Sign Up Sheet

Date: 11/12/2024Time: 10:00Bid # 2024-057PWDepartment: PWProject: Concrete Supply and Delivery- 6 Months Supply

Attendance

Company

Raven Shumper  
Magen Henberg  
Mike Dillard  
Josh Grubbs  
Mamie Kuyk

COT  
COT  
COT  
PW  
PW

### Concrete Supply and Delivery Bid - 6 Month Supply

**BID FORM**

**CONCRETE SUPPLY AND DELIVERY  
6 MONTH SUPPLY  
Bid # 2024-057PW**

.....

The undersigned proposes to furnish Six (6) months of Concrete Product(s) supply on an as needed basis, which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

This Bid is submitted for: Concrete Supply and Delivery- 6 Month Supply

This bid is submitted to: City of Tupelo, 71 East Troy Street, Tupelo, MS 38804  
(Owner)

PRODUCTS	U/M	UNIT PRICE
CONCRETE, CLASS B	CY	\$ 174.00
CONCRETE, GENERAL USE 3500 PSI PEA GRAVEL MIX	CY	\$ 174.00
CONCRETE, GENERAL USE 3500 PSI COARSE AGGREGATE	CY	\$ 180.00
HIGH STRENGTH GROUT MIX	CY	
FLOWABLE FILL	CY	\$ 147.00
STRUCTURAL FIBER- STRUCTURAL OR MICRO	LB	\$ 5.00
CALCIUM ADMIXTURE	CY	1% - \$5.00 / 2% - \$10.00

.....

Signed: Billy Cook Printed: Billy Cook Title: Manager

Company: Senter Transit Mix

Address: P.O. Box 106 Tupelo, MS 38802

Phone: 662-842-7305 Fax: 662-690-9846 Email: billy@sentertransit.com

SEE ATTACHED



# Senter Transit Mix

Item # 14.

401 Elizabeth St.

Tupelo, MS, 38804

662.842.7305

www.sentertransit.com

PROJECT CITY OF TUPELO 6 MONTH QUOTE

DATE 11 Nov 2024

CUSTOMER TUPELO PUBLIC WORKS DEPT.

BID DATE 12 Nov 2024

CONTACT JOSH GRUBBS

END DATE 31 May 2025

ADDRESS

EST. QUANTITY 300 CY

## Concrete products

Name	Price	Notes
3500 PSI AE W/57 WG	\$174.00/CY	4" MAXIMUM SLUMP
CLASS B CONCRETE WITH CASH - 4" MAX SLUMP (CLB4TT)	\$174.00/CY	
3500 PSI AE CONCRETE W/ PG	\$180.00/CY	
EXCAVATABLE FLOWABLE FILL WITH DARAFILL	\$147.00/CY	

## Admix products

Name	Price
1% CAL ACCEL	\$5.00/CY
2% CAL. ACCEL	\$10.00/CY
3% CAL. ACCEL	\$15.00/CY

## Additional products

Name	Price
MONOFILLAMENT MICROFIBER @ 1/2 LB PER CUBIC YARD	\$5.00/BG
STRUX 90/40 - 3 LB PER CUBIC YARD	\$21.00/CY

## Fee products

Name	Price
1 - 2.75 YD LIGHT LOAD CHARGE	\$150.00/EA
3 - 4.75 YD LIGHT LOAD CHARGE	\$100.00/EA
MIN. SATURDAY DEL.	\$300.00/EA
FUEL SURCHARGE - \$3.50 - \$3.99 PER GAL	\$25.00/LD
FUEL SURCHARGE - \$4.00 - \$4.49 PER GAL	\$35.00/LD
FUEL SURCHARGE - \$4.50 - \$4.99 PER GAL	\$45.00/LD
FUEL SURCHARGE - \$5.00 - \$5.49 PER GAL	\$55.00/LD
FUEL SURCHARGE - \$5.50 - \$5.99 PER GAL	\$65.00/LD
FUEL SURCHARGE - \$6.00 - \$6.49 PER GAL	\$75.00/LD
FUEL SURCHARGE - \$6.50 - \$6.99 PER GAL	\$85.00/LD
FUEL SURCHARGE - \$7.00 - \$7.49 PER GAL	\$95.00/LD
FUEL SURCHARGE - \$3.00 - \$3.49 PER GAL	\$15.00/LD

## NOTES

## Salesperson

NAME BILLY COOK

EMAIL billy@sentertransit.com

TITLE PLANT MANAGER

MOBILE PHONE (662) 316 1282

## Signature

Subject to being awarded the contract for the project described above and subject to the prices, terms, and conditions accompanying this proposal, we hereby authorize you to furnish the material quoted.

## SENER TRANSIT MIX REPRESENTATIVE

SIGNATURE

*Billy Cook*

NAME (PRINT)

Billy Cook

DATE

11.11.24

## CUSTOMER REPRESENTATIVE

SIGNATURE

NAME (PRINT)

DATE

- 1) TERMS: Unless otherwise specified herein or on a contract for this specific project, terms are net 10th prox. from date of seller's invoice. A service charge of 1.5% per month will be assessed on all past due accounts. In the event that any sum due seller shall not be paid as and when due, buyer agrees to pay in addition to the amount due all costs of collection, including a reasonable attorney's fee, cost of court, and waives any exemption allowed buyer by operation of law.
- 2) QUALITY: All warranties either expressed or implied are voided if either water is added to the concrete to increase slump beyond the maximum slump specified on the ticket, or water is added after the load has been on the jobsite over 30 minutes. The concrete strength as delivered and shown is guaranteed as per the Strength Section of ASTM C 94 if the concrete is sampled, cast, handled, cured, and tested as per the appropriate ASTM specification. The seller does not guarantee finished results or in-place concrete strengths, durability, color and serviceability obtained from this load of concrete, as many factors affecting the ultimate quality of the finished concrete are outside the scope of the seller's responsibility and control.
- 3) DELIVERY: All prices are for street curb delivery. When requesting delivery off a paved public street or highway, purchaser agrees to assume responsibility for:
  - a) any property damage including the cost of repairing lawn or terrain damage.
  - b) cost of removing and placing concrete from any vehicle that becomes mired.
  - c) the value of the concrete itself when in the judgement of the seller, the concrete must be dumped to prevent set within the mixer
  - d) cost of wrecker service to extricate the mixer truck, if necessary to do so in the judgement of the seller.
 Adequate access must be provided so that any fully loaded mixer may reach the placement site under its own power and with no danger to seller's equipment. At seller's option, seller may refuse to make delivery beyond the nearest public roadway and all cost transporting concrete beyond this point shall be borne by the purchaser. If because of job conditions or other reasons, mixer trucks must go by a longer route than what is normally the shortest route to a placement site, a fair additional charge will be negotiated with the buyer on that portion of concrete.
- 4) SCHEDULING: Estimated delivery schedules will be maintained to the best of our ability, but we will not consider any claims for damages for failure to do so.
- 5) CLAIMS: Any claim of the purchaser must be made in writing within 72 hours of the time of delivery to be considered. Seller's liability is restricted to refunding the purchase price as delivered of the concrete immediately involved. Further, it is understood that seller shall not be liable for any incidental or consequential damages, including but not limited to damages occasioned by delays due to strikes, floods, fires, labor difficulties, or inability to obtain materials and equipment from normal sources.
- 6) MINIMUM ORDER: Minimum order size is 2 cubic yards.
- 7) MINIMUM LOADS: Orders of less than 5 cubic yards will have a below minimum charge. No charge for a below minimum load where small tag-back load finishes order otherwise delivered in full mixer loads. Below minimum charge is \$150 for loads less than 3 cubic yards or \$100 for loads less than 5 cubic yards but equal to or greater than 3 cubic yards.
- 8) UNLOADING TIME: Unloading time in excess of 45 minutes is chargeable at the company's overtime rate of \$120 per hour.
- 9) CUSTOMER SUPPLIED COLOR: A fee of \$100 per truck will be assessed on orders of integral color concrete if customer supplies own color.
- 10) OUTSIDE NORMAL HOURS: Concrete delivered outside normal weekday working hours of 7:00 a.m. to 4:00 p.m. is subject to a fee of \$120/hour. Saturday orders must be pre-arranged and carry an opening fee of \$300 per order for orders less than 60 cubic yards. Sunday or holiday orders must be pre-arranged and carry an opening fee quoted on a per-project basis.
- 11) TAXES: All products are subject to applicable sales tax.
- 12) ENFORCEABILITY: Should any provision of this agreement be found unenforceable, such provision shall be deemed omitted, and this agreement with such provision omitted shall remain in effect.
- 13) ACCEPTANCE: Acceptance (discharge) of this load of concrete by purchaser or purchaser's authorized agent signifies purchaser's agreement with the above terms and conditions of sale.

#### ADDITIONAL CONDITIONS OF THIS PROPOSAL

- 1) No mix design or testing costs included however standard plant mixes with test data from other jobs can normally be furnished.
  - 2) Quotation is based on the cementitious factor shown or the cementitious factor of company standard mixes. If mix design by others shows a different cementitious factor, price of mix to be adjusted up or down in accordance with this producer's net cost of delivered truck bulk cementitious materials.
  - 3) Strength designations are based on test specimens being taken as per ASTM C172 with slump measuring 4" or less or designated maximum slump on submitted mix design and with test specimens made and cured as per ASTM C 31.
  - 4) Quotation is based on locally available aggregates which generally meet ASTM C33 specifications with coarse aggregate of 1" nominal size, unless otherwise specified on the quotation.
  - 5) Use of a single brand or source of cementitious material cannot be guaranteed. Quotation is based on low sulfate conditions.
  - 6) No mix temperature control is provided in the quotation other than sprinkling of coarse aggregate upon request during hot weather period. If job specifications for temperature control require additional measures, equipment, labor, material or truck delays for this purpose, all such additional measures shall be at the purchaser's expense, and a fair extra charge will be negotiated with the purchaser.
  - 7) Adequate access must be provided to job site so that a fully loaded mixer may safely reach pour sites under its own power. After leaving a public road, street, or thoroughfare, producer will be directed to the job site delivery route by buyer or buyer's representative. Producer will not be responsible for damage caused by mixer trucks on private property.
  - 8) Quotation is based on mixer trucks going nearest route on public road, street, or thoroughfare. If because of job conditions or other reasons mixer trucks must go by a longer route, a fair additional charge will be negotiated with the buyer on that portion of the concrete.
  - 9) This quotation is subject to expiration thirty days from the date of the quotation.
- agreement with the above terms and conditions of sale.

# **ADDENDUM 1**

**City of Tupelo, MS**

**Concrete Supply and Delivery**

**2024-057PW**

## **Notice to Bidders:**

This **Addendum 1**, dated **October 23, 2024**, supersedes, and takes precedence over specifications for the above-listed bid, which shall remain in full force and effect, except as herein modified:

### **Item 1:**

On Page 4, under the Item 6 Description, and on Page 5 on the Bid Form, Change the wording "STRUCTURAL FIBER" to "FIBER- STRUCTURAL OR MICRO"

**END OF ADDENDUM 1**



## **ADVERTISEMENT FOR BIDS**

NOTICE is hereby given that the City of Tupelo, Mississippi Public Works Department will receive bids for:

**CONCRETE SUPPLY AND DELIVERY  
6 MONTHS SUPPLY  
Bid # 2024-057PW**

**until 10:00 A.M. local time on Tuesday, November 12, 2024.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). Bid Documents and Specifications can be viewed and obtained online at [www.tupelomsbids.com](http://www.tupelomsbids.com).

Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

**Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.**

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF  
TUPELO, MISSISSIPPI.**

**CITY OF TUPELO, MISSISSIPPI**

**BY: s/b Traci Dillard  
TRACI DILLARD, City Purchasing Clerk**

*Publish Dates: 10/10/2024 and 10/17/2024 in the NE Mississippi Daily Journal.*



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned

**DATE** November 14, 2024

**SUBJECT:** IN THE MATTER OF REMOVAL OF FIXED ASSET ITEM NOVEMBER 2024 AF

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**Request:**

We are asking the Mayor and City Council to please remove the following item from the fixed assets due to it being stolen.

Stihl Blower BR600 Backpack	#19417	\$439.95
-----------------------------	--------	----------

Notes: See attached police report

Exhibit N.A.-1

## LOST OR STOLEN PROPERTY AFFIDAVIT

City of Tupelo  
MUNICIPALITY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

Location of Property: 71 E Troy Street Tupelo, MS Date: 11.12.2024

<u>Description</u>	<u>Inventory Number</u>	<u>Report Date Number</u>	<u>Cost or Purchased</u>	<u>Value</u>
Stihl Blower BR600 Backpack	# 19417	11.12.2024	\$439.95	

Detailed Explanation of Loss: (In case of theft, robbery or mysterious disappearance, show the name of the Police Department notified and the date the loss was discovered. If such loss was not reported to a Police Department at the time of the discovery, give a complete explanation of such failure.)

C-Attached

WE HEREBY STATE UNDER OATH THAT THE ABOVE FACTS ARE TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Inventory Control Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Responsible for Property Date

THIS DATE PERSONALLY APPEARED BEFORE ME, the undersigned authority, in and for \_\_\_\_\_ County, in the State of Mississippi, the above named individuals, who, being first duly sworn, state on their oaths that the above facts are true and correct to the best of their knowledge.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

---

**Fw: Park & Rec Blower Police Report**

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**From** Denny Waite <Denny.Waite@tupeloms.gov>

**Date** Wed 11/13/2024 3:55 PM

**To** Deana Carlock <Deana.Carlock@tupeloms.gov>; Alex Farned <Alex.Farned@tupeloms.gov>; Sheila Young <Sheila.Young@tupeloms.gov>

 1 attachment (14 KB)

WAITE.pdf;

Attached is the police report for back pack blower stolen while working downtown.

Asset #: 19417

Item: Blower BR 600 Backpack

SN: 531343386

---

**From:** Joyce Chambliss <Joyce.Chambliss@tupeloms.gov>

**Sent:** Wednesday, November 13, 2024 8:16 AM

**To:** Denny Waite <Denny.Waite@tupeloms.gov>

**Subject:** Re: Park & Rec Blower Police Report

Thanks,

**Joyce Chambliss**  
**Tupelo Police Dept.**  
**Records Clerk**

**EMail :** joyce.chambliss@tupeloms.gov  
**Phone:** 662-841-6491  
**Fax:** 662-841-6555

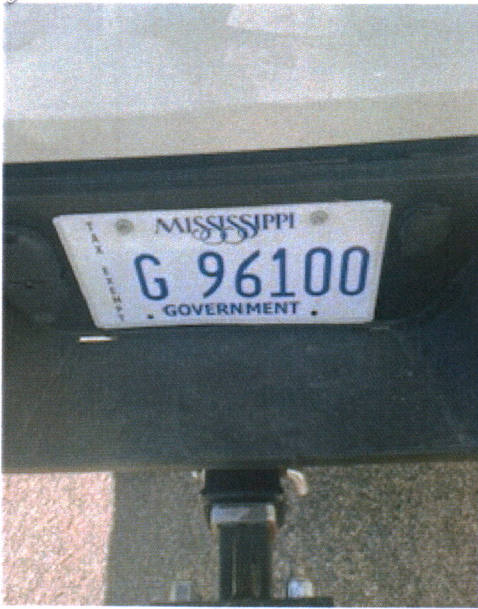
---

**From:** Denny Waite <Denny.Waite@tupeloms.gov>

**Sent:** Tuesday, November 12, 2024 6:19 PM

**To:** Joyce Chambliss <Joyce.Chambliss@tupeloms.gov>

**Subject:** Re: Park & Rec Blower Police Report



Forgot tag number  
Denny Waite  
662-871-1854

On Nov 12, 2024, at 12:06 PM, Joyce Chambliss <Joyce.Chambliss@tupeloms.gov> wrote:

Thank you!

Thanks,

Joyce Chambliss  
Tupelo Police Dept.  
Records Clerk

EMail : [joyce.chambliss@tupeloms.gov](mailto:joyce.chambliss@tupeloms.gov)  
Phone: 662-841-6491  
Fax: 662-841-6555

---

**From:** Denny Waite <Denny.Waite@tupeloms.gov>  
**Sent:** Tuesday, November 12, 2024 12:00 PM  
**To:** Joyce Chambliss <Joyce.Chambliss@tupeloms.gov>  
**Subject:** Park & Rec Blower Police Report

Joyce, below is more information about our vehicle the blower was taken from. You can just email me the report when complete. Thank you!!

Year: 2022  
Make: Ford F250 White  
Vin: 1FT7W2BN8NEF32723



# TUPELO POLICE DEPARTMENT

Item # 15.

## Offense / Incident Report

### GENERAL OFFENSE INFORMATION

Report Type: Initial Report

<b>Agency</b>	TUPELO POLICE DEPARTMENT	<b>Location</b>	71 E TROY STREET TUPELO MISSISSIPPI 38804
<b>Case #</b>	2024-8036		
<b>File #</b>			
<b>Description</b>	PETIT LARCENY		
<b>Incident Status</b>	ACTIVE	<b>From Date/Time</b>	11/05/2024 00:00
		<b>To Date/Time</b>	11/05/2024 00:00
		<b>Report Date</b>	11/12/2024 00:00
<b>Reporting Officer</b>	CHAMBLISS, JOYCE	<b>Initial Rep. Date</b>	11/12/2024 00:00

### OFFENSE(S)

<b>Offense</b>	PETIT LARCENY (MISD)		
<b>Statute</b>	97-17-43		
<b>Attempt Status</b>	COMPLETED		
<b>Offense Status</b>	ACTIVE		
<b>Location</b>	HIGHWAY/ROAD/ALLEY		
<b>Computer</b>	N	<b>Alcohol</b>	N
<b>Weapons</b>		<b>Drug</b>	N
<b>Criminal Activity</b>	NO GANG INVOLVEMENT		
<b>Bias Type</b>			
<b>Bias Motivation</b>			

### COMPLAINANT

<b>Name</b>	WAITE, FRANK DENNIS			<b>Phone</b>	662-871-1854
<b>Address</b>	152 LITTLE HARP TRAIL SALTILLO MS 38866			<b>DOB</b>	10/26/1972 (52)
<b>Race</b>	W	<b>Ethnic</b>	N	<b>Sex</b>	M
<b>Height</b>		<b>Weight</b>		<b>Hair</b>	
<b>S.S.N.</b>	__-__-__	<b>DL &amp; St.</b>	*****	<b>JRN#</b>	

### VICTIM(S)

<b>Name</b>	WAITE, FRANK DENNIS			<b>Phone</b>	662-871-1854
<b>Address</b>	152 LITTLE HARP TRAIL SALTILLO, MS 38866			<b>DOB</b>	10/26/1972 (52)
<b>Race</b>	W	<b>Ethnic</b>	N	<b>Sex</b>	M
<b>Height</b>		<b>Weight</b>		<b>Hair</b>	
<b>S.S.N.</b>	__-__-__	<b>DL &amp; St.</b>	*****	<b>JRN#</b>	
<b>Type of Victim</b>	INDIVIDUAL	<b>Victim Of</b>	NONE	<b>Injury Type</b>	NONE
<b>Homicide/Assault Circumstance</b>	OTHER CIRCUMSTANCES				

SUBJECT(S)

Name	UNKNOWN, UNKNOWN UNKNOWN			Phone	__-__-__
Address				DOB	
Race	U	Ethnic	U	Sex	U
Height		Weight		Hair	
S.S.N.	__-__-__	DL & St.		JRN#	
Sub. Type	SUSPECT	Arrest ID		Citation #	
Notes					

RELATIONSHIP(S)

Person A	FRANK DENNIS WAITE	Relationship	UNKNOWN	Person B	UNKNOWN UNKNOWN UNKNOWN
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PROPERTY

Property Category	LAWN/YARD/GARDEN EQUIPMENT	Loss Type	STOLEN
Description	STIHL BR600 BACKPACK BLOWER		
Notes			
Make	STIHL	Model	BLOWER
Serial No / VIN	531343386	Style	
Vehicle Year		Color	ORANGE,WHITE
		Plate No/ State/ Type	
Loss Date	11/5/2024	Loss Quantity	1
Rec Date		Loss Value	\$450.00
Drug Type		Rec Quantity	
		Rec Value	
		Drug Quantity	
		Drug UOM	

Entered By	CHAMBLISS, JOYCE	
Officer	CHAMBLISS, JOYCE	
Supervisor	WARE, JUSTIN	

## Incident # 2024-8036

CHAMBLISS, JOYCE

On November 12, 2024 Frank "Dennie" Waite (City of Tupelo) came to Tupelo Police Dept to file a Petit Larceny report.

Mr. Waite stated that on Tuesday, November 5th he parked white, 2022 Ford F250 1FT7W2BN8NEF32723 to do lawn care for the City of Tupelo. When he returned to his vehicle he discovered that orange and Serial 531343386, white, Stihl BR600 back pack blower was gone.

EOR  
R-18





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Alex Farned, PR Director  
**DATE** November 8, 2024  
**SUBJECT:** IN THE MATTER OF CHANGE ORDER 01 FOR HANCOCK AND GUMTREE PARK BID #2024-006PR AF

---

**Request:**

Please approve change order 01 for \$32,150.00 for Bid #2024-006PR Hancock and Gumtree Park project for the following:

Additional Geotech report for alternate site location - \$2,385

Concrete Redesign due to the Geotech report - \$17,000.5

Extended Preliminary due to delays in the start of Gumtree project - \$12,500

Deduction for City TW&L providing water and sewer, power underground and data – (\$5,100)

Transport of the Romtec building at Joyner shop - \$5,360

Total change order is \$32,150

This will increase the project to \$1,198,950



# M & N CONSTRUCTION, LLC

P. O. Box 392 (38802) / 499 Gloster Creek Suite F5B / Tupelo, MS 38801  
O- (662)620-4404 / www.mnconstruction.us.com

## OWNER CHANGE ORDER

PROJECT: Hancock Park & Gumtree Park  
683 N Front St  
Tupelo, MS 38804

CHANGE ORDER NUMBER: 01  
DATE: 10/16/2024  
CONTRACT DATE: 4/4/2024

### CONTRACTOR:

M&N CONSTRUCTION, LLC  
499 GLOSTER CREEK VLG STE F-9  
TUPELO, MS 38801

### OWNER:

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

ORIGINAL CONTRACT AMOUNT:

\$1,166,800.00

CHANGES BY PREVIOUS CHANGE ORDERS:

\$0.00

CURRENT CONTRACT AMOUNT:

\$1,166,800.00

THE CONTRACT IS CHANGED AS FOLLOWS:

See Attached Breakdown

Completion date and liquidated damages are voided in the contract due to Gumtree Park delays.

NET CHANGES TO CONTRACT AMOUNT

\$32,150.00

NEW CONTRACT TOTAL

\$1,198,950.00

M&N CONSTRUCTION, LLC

 10-22-2024  
Date

City of Tupelo

Date

**M&N CONSTRUCTION, LLC**

P.O. Box 392 (38802) / 499 Gloster Creek Suite F-9 / Tupelo, MS 38801  
O- (662)260-4404 / [www.mnconstruction.us.com](http://www.mnconstruction.us.com)

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October 16, 2024

Project: Gumtree & Hancock Park

Owner: City of Tupelo

Shipman & Alex:

We received emailed approval for the Gumtree Permit yesterday but have not received the hard copy pending a couple of updated bonds for the City due to the new fiscal year beginning in October. Layout and site work began today, and we should start underground rough-in Monday of next week. The following is the breakdown of additional cost for the Gumtree Project that will be submitted as a Change Order to the Contract due to only having \$750.00 remaining in the \$20,000.00 project contingency.

**SITE WORK**

Additional Geotech report for the alternate site location - Net Add \$2,385.00

**CONCRETE REDESIGN**

The following additions were added to the concrete design required in the Geotech report due to the site soil conditions.

1. All slab on grade will have #4 rebar at 16" on center each way in lieu of wire mesh specified by Romtec. Romtec specified the rebar in the restroom building only.
2. All 12" deep turndown footings depth increased from 12" to 16" deep.
3. Added approximately 100 LF of 24" wide by 16" deep footings in Pavilion slab.
4. Additional sawcut joints.

Net Add \$17,005.00

**EXTENDED PRELIMINARY**

Extended project preliminary cost due to delays in the start of the Gumtree project consisting of Project Management, Administrative, Site Supervision and company owned equipment.

Net Add \$12,500.00

SITE UTILITY DEDUCT

Deduct for City TW&L providing water and sewer to 5'-0" of the building, power underground to the breaker panel in the maintenance room and data.

Net Deduct (\$5,100.00)

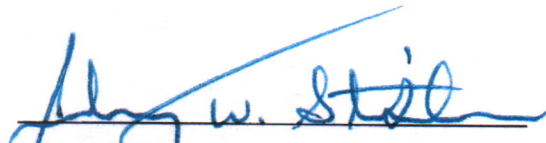
TRANSPORT STORED ROMTEC BUILDING TO GUMTREE

Labor, Material and equipment to transport the stored Romtec building from City yard behind Joyner School to the Gumtree site and stage in fenced area.

Net Add \$5,360.00

NET AMOUNT CHANGE ORDER ADDITION \$32,150.00.

We have incorporated the additions outlined in the Geotech report and related cost listed above so please review and reply as soon as possible so we can continue with the project and get the Change Order Signed. If you have any questions, please let me know.



Johnny Stricklen  
Senior Project Manager  
M&N Construction



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, PR Director

**DATE** November 8, 2024

**SUBJECT:** IN THE MATTER OF INCREASING FEES FOR TUPELO PARKS AND RECREATION AND TUPELO AQUATIC CENTER 2025 **AF**

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### Request:

We would like to request the Mayor and City Council to approve our proposed fee increases for the Parks and Recreation and Aquatic Center.

### Notes:

- See attached fee proposed fee increase

# Prices

## YOUTH

Baseball/Softball

**Now - Not increased since 2007**

**Proposed Increase**

Item # 17.

\$45.00 for city  
\$55.00 for TPSD  
\$70.00 for Lee County

\$55.00 for city  
\$65.00 for TPSD  
\$80.00 for Lee County

Soccer

\$50.00 for city  
\$60.00 for TPSD  
\$75.00 for Lee County

\$60.00 for city  
\$70.00 for TPSD  
\$85.00 for Lee County

Flag Football

\$45.00 for city  
\$55.00 for TPSD  
\$70.00 for Lee County

\$55.00 for city  
\$65.00 for TPSD  
\$80.00 for Lee County

Basketball

\$45.00 for city  
\$55.00 for TPSD  
\$70.00 for Lee County

\$55.00 for city  
\$65.00 for TPSD  
\$80.00 for Lee County

## ADULT

Softball

\$375 per team

\$400 per team

Soccer - Adult Individual

30 per person

No increase

Kickball

\$125 per team

\$175 per teams -

Hispanic League Soccer

\$200 per team

No increase

## CHALLENGER

Soccer/Softball/Basketball/Swim

\$10 per participant

No increase

Senior Center

FREE

No increase

## RENTALS

Pavilions – Little

\$25 ½ Day, \$50 for whole day

\$50 1/2 Day, \$75 for whole day

Pavilions – Big

\$50 ½ Day, \$100 for whole day

\$75 1/2 Day, \$125 for whole day

Stage – Ballard

\$150 for day

\$200 for day

Stage - Gumtree

\$75 for day

\$100 for day

Rockwell/Augusts

\$100 rental for Saturday only  
\$100 Damage Deposit

\$250 for weekend  
\$200 Damage Deposit

AM Strange

\$25 for day  
\$25 Damage Deposit

No Increase  
No Increase

## RECREATION

Daycamp

\$45 per week for 6 weeks

\$60 per child or \$55 each for 2 or more

## Events

Fishing Rodio

FREE

No Increase

Touch-A-Truck

FREE

No Increase

July 4<sup>th</sup>

FREE

No Increase

Celebration of Cultures

FREE

No Increase

Lighting of Park

FREE

No Increase

Big Wheels Rally	FREE	No Increase
Halloween Egg Hunt	FREE	No Increase
Glow Bike Ride	FREE	No Increase
Movies in the Park	FREE	No Increase
Dot Cooper Kelly Lee Acres	FREE	No Increase

Item # 17.

## Tupelo Aquatic Center “Proposed” Price Increase for 2024

Item # 17.

Description of Service	2014-2023	Proposed Increase for 2024
Fun & Family Rec Swim at TAC	\$3.00	\$5.00
Fun & Family Rec Swim at CC	\$2.00	\$3.00
Group Swim Rates @ TAC	\$2.50/person	\$4.00
1-month splash pass – Individual	\$25.00	\$35.00
1-month splash pass-Ind. Non-res	\$35.00	\$45.00
1-month senior - resident	\$20.00	\$30.00
1-month senior- nonresident	\$30.00	\$40.00
1-month family of 4-resident	\$50.00	\$100.00
1-month family of 4-nonresident	\$60.00	\$140.00
3-month splash pass – Individual	\$70.00	\$90.00
3-month splash pass-Ind. Non-res	\$100.00	\$120.00
3-month senior resident	\$55.00	\$75.00
3-month senior- nonresident	\$85.00	\$105.00
3-month family of 4-resident	\$125.00	\$250.00
3-month family of 4-nonresident	\$155.00	\$310.00
25 yd lane rental	\$14/hr	\$15/hr
50m lane rental	\$23/hr	\$25/hr
Diving well rental	\$30/hr	\$50/hr
Daily Locker Rental	\$1.00	\$2.00





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Rhonda Cole  
**DATE** November 14, 2024  
**SUBJECT:** IN THE MATTER OF ITEMS TO SURPLUS-RC

---

### Request:

The following two items are to be considered for surplus:

1. Asset G02511 a 1996 15 passenger Dodge Wagon 3500 VIN 2B5WB35Z3TK165517. This unit is in a non-operational condition.
2. Asset G04346 a 1998 Ford F150 pickup VIN 2FTZX1767WCA37566. This unit is missing a dashboard and has multiple mechanical issues.



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** November 13, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF A SUMMARY CHANGE ORDER FOR THE LUMPKIN STREET TO KINGS CREEK BANK STABILIZATION PROJECT (BID NO 2024-025PW) ARPA **JT**

---

**Request:**

Approval of the attached change order:

**Lumpkin Street to Kings Creek Bank Stabilization** – Summary Change Order – This change order shows a net decrease of (\$52,728.73) which brings the final contract amount to \$2,185,519.33. This decrease is based on final project quantities.

## CHANGE ORDER

CCE NO. 3-10013 CHANGE ORDER NO.: Summary

OWNER: City of Tupelo PROJECT: Lumpkin Street to King's Creek Bank Stabilization

CONTRACTOR: ENSCOR, LLC

- 1) Summary Change order of bid items that differ from original bid quantity  
 2) Add an addition pay item for installing new 12" Pipe Culvert

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
4	Anchored Mesh System	-2685	Sq. Yd.	\$41.30	-\$110,890.50
5	Geotextile Fabric	3000	Sq. Yd.	\$3.00	\$9,000.00
6	Stone Riprap, 200 lb.	664.62	Ton	\$51.25	\$34,061.78
7	Grout for Stone Riprap	29	Cu. Yd.	\$400.00	\$11,600.00
9	12" Pipe Culvert	1	LS	\$3,500.00	\$3,500.00
Total =					-\$52,728.73

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Estimated Cost Per Contract Dated: June 11, 2024

Original Contract Amount \$2,238,248.05

Previously Approved C.O.'s Add (Deduct): \$ -

PREVIOUS CONTRACT TOTAL: \$2,238,248.05

Estimated Amount - This C.O. Add (Deduct): -\$52,728.73

CONTRACT TOTAL: \$2,185,519.33

NOTICE TO PROCEED DATE: 7/8/2024

ORIGINAL CONTRACT DAYS (working days): 210

ORIGINAL COMPLETION DATE: 2/3/2025

DAYS ADDED (DEDUCTED) PREVIOUS C.O.:

DAYS ADDED (DEDUCTED) THIS C.O.:

REVISED CONTRACT DAYS: 210

REVISED COMPLETION DATE THIS C.O.:

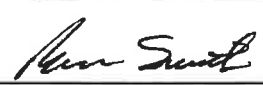
DATE: 11/07/2024

  
For Engineer (Cook Coggin Engineers, Inc.)

APPROVED: , 2024

For Owner (City of Tupelo)

ACCEPTED: 11-12, 2024

  
For Contractor (ENSCOR, LLC)



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** November 13, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF A SERVICE AGREEMENT WITH  
SUDDEN SERVICE, INC. **JT**

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**Request:**

Approval of the attached service agreement with Sudden Service, Inc. for the inspection, maintenance and repair of generators located at three (3) of our booster stations. This is a 3-year service contract.



# **GENERATOR**

**PARTS, SERVICE, REPAIR & RENTAL**

## **SUDDEN SERVICE, INC. INDUSTRIAL PREVENTATIVE MAINTENANCE SERVICE AGREEMENT**

### **AGREEMENT BENEFITS:**

- Priority response over non-agreement customers.
- Pre-scheduled appointments.
- Lower locked in rates with consistent cost over non-agreement customers.
- Labor rate savings on non-maintenance related repairs.
- Detailed reports from our technicians.
- Consistent annual agreement dates .

### **Preventative Maintenance Agreement Includes:**

**Inspection Service – includes the 40+ point inspection.**

#### **Basic Service – performed annually includes:**

- 40+ Point Inspection above plus.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Oil change with filter.
- Fuel filter change (only for diesel applications).
- Coolant testing and treatment if radiator cooled.

#### **Full Service – performed every third year includes:**

- 40+ Point Inspection plus.
- All Basic Service items plus.
- Replacement of belts and hoses.
- Replacement of battery.
- Replacement of coolant.
- Replacement of air filter.

#### **Optional Services:**

- Load bank testing.
- Fuel polishing service.
- Megger testing.
- InfraRed camera testing.
- Vibration testing.
- Generator rental during scheduled service (eliminates any possible outages).

**you can depend on** *Big Red*



Taylor Sudden Service  
461 Hwy 49 S  
Richland, MS 39218  
(601) 922-4444



Taylor Power Systems  
947 Industrial Park Drive  
Clinton, MS 39056  
(601) 922-4444

## STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT

Tupelo Water & Lights  
Tupelo, Ms.

October 29, 2024

- I: Agreement Period: Three Years
- II: Equipment:
- See attached equipment list
- III. Payment Terms:  
You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable. Please do not send payment; you will be invoiced.
- IV: Activation of Agreement:  
Your Signature activates this service and must be received by the agreement start date.  
Pricing is good for 60 days. No service will be scheduled until a signed agreement is received. You may mail to 461 Hwy 49 S, Richland, MS, 39218, fax to 601-922-8503 or email to [pshaw@taylorbigred.com](mailto:pshaw@taylorbigred.com).

V. List of equipment:

Kohler 230REOZJD, S/N 2222593, SPC GM46340-GA1  
Two Basic Services @ \$985 each- Year Two and Three  
One Full Service @ \$2,190 – Year One  
Three 40 plus point inspections @ \$434 each- Six months after each service.

Kohler 200REOZJF, S/N 339CGMHD0025, SPC GM81290-GA5  
Two Basic Services @ \$968 each- Year Two and Three  
One Full Service @ \$2,045- Year One  
Three 40 plus point inspections @ \$434 each- Six months after each service.

Taking Care of Our Customers is **PRIORITY ONE!**



Taylor Sudden Service  
461 Hwy 49 S  
Richland, MS 39218  
(601) 922-4444



Taylor Power Systems  
947 Industrial Park Drive  
Clinton, MS 39056  
(601) 922-4444

Kohler 500REOZVB, S/N 2235103, SPC GM36226-GA5  
Two Basic Services @ \$1,272 each- Year Two and Three  
One Full Service @ \$2,948- Year One  
Three 40 plus point inspections @ \$434 each- Six months after each service.

VI: Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VII: Total Agreement Price: \$ Payment Due Only After each Service.

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Prepared By:  
Pat Shaw Outside Service Sales  
461 Hwy 49 S, Richland, MS 39218

Phone: 601.922.4444  
Fax: 601.922.8503

Taking Care of Our Customers is **PRIORITY ONE!**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Ben Logan, City Attorney  
**DATE** April 11, 2024  
**SUBJECT:** IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

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### Request:

These development code amendments deal with residential uses by adding and revising definitions, changing uses within base zoning districts, updating tables and providing supplemental standards. These amendments will be considered separately by subject matter below:

- TA 23-01 (1) Definitions. Enacted in part 12-19-2023.
- TA 23-01 (2) Multifamily. Enacted in part 4-2-2024.
- TA 23-01 (3) Temporary Shelters. Moved to Study Agenda 2-20-2024.
- TA 23-01 (4) Congregate Living. Moved to Study Agenda 2-20-2024.
- TA 23-01 (5) Errata and Addenda of Separate Ordinances. Moved to Study Agenda 2-20-2024

These matters will be moved up when completed.





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 120  
SOUTH HIGHLAND DRIVE - TN

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**Request:**

The sale of property no longer needed for municipal purposes located at 120 South Highland  
\$11,600.00



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 124  
SOUTH HIGHLAND DRIVE - TN

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**Request:**

The sale of property no longer needed for municipal purposes located at 124 South Highland for \$11,500.00



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** November 19, 2024

**SUBJECT:** IN THE MATTER OF THE SALE OF REAL PROPERTY LOCATED AT 502  
AUGUSTA - TN

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**Request:**

The sale of property no longer needed for municipal purposes located at 502 Augusta for  
15,000.00