

TUPELO CITY COUNCIL MEETING AGENDA
AUGUST 20, 2019
6:00 P.M.

<u>INVOCATION:</u>	COUNCILMAN TRAVIS BEARD
<u>PLEDGE OF ALLEGIANCE:</u>	COUNCILMAN LYNN BRYAN
<u>CALL TO ORDER:</u>	PRESIDENT NETTIE DAVIS

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA**

JS	4.1	RECOGNITION OF BOY/GIRL SCOUTS
JS	4.2	RECOGNITION OF CITY EMPLOYEES
	4.3	PUBLIC RECOGNITIONS
JS	4.4	MAYOR'S REPORT

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

5. **PUBLIC AGENDA**

5.1	PUBLIC HEARINGS
5.1A	PUBLIC HEARING REGARDING LOT MOWING LIST
5.2	CITIZEN HEARINGS
	NO ITEMS

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

6. **ACTION AGENDA**
NO ITEMS

7. **ROUTINE AGENDA**

	7.1	REVIEW, APPROVE, REJECT MINUTES OF THE AUGUST 6, 2019 REGULAR CITY COUNCIL MEETING
KH	7.2	REVIEW, APPROVE, REJECT ADVERTISING AND PROMOTIONAL EXPENSE LIST- NO ITEMS

TUPELO CITY COUNCIL MEETING AGENDA
AUGUST 20, 2019
6:00 P.M.

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|----|------|---|
| KH | 7.3 | REVIEW, PAY BILLS AND APPROVE UTILITY ADJUSTMENTS |
| KH | 7.4 | REVIEW, APPROVE, REJECT FY2019 BUDGET REVISION NO. 10 |
| PF | 7.5 | REVIEW, APPROVE, REJECT FINAL MOWING LIST |
| PW | 7.6 | REVIEW, ACCEPT, REJECT MINUTES OF THE AUGUST 12, 2019
PLANNING COMMITTEE MEETING |
| CW | 7.7 | REVIEW, AWARD, REJECT BID NO. 2019-032PW COMPLETE
SHUTTLE TRUCK FOR THE PUBLIC WORKS DEPARTMENT |
| TH | 7.8 | REVIEW, AWARD, REJECT CONFERENCE CENTER EXPANSION
CONSTRUCTION BIDS –BANCORPSOUTH ARENA AND
CONFERENCE CENTER |
| JT | 7.9 | REVIEW, AWARD, REJECT BID 2019-030WLTAG TRUCK
CENTER WATER LINE PROJECT TO KAJACS CONTRACTORS,
INC. |
| JT | 7.10 | REVIEW, AWARD, REJECT BID 2019-034WL FOR CONCRETE
POLES (12-MONTH BID) TO STRESSCRETE, INC. |
| PF | 7.11 | REVIEW, ADOPT, REJECT RESOLUTIONS ADJUDICATING COST
AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS.
CODE ANNO. 21-19-11 (1972) AS AMENDED |
| NM | 7.12 | REVIEW, APPROVE, REJECT TO SET THE PER DIEM RATES FOR
CONVENTION AND VISITORS BUREAU EMPLOYEE FOR
INTERNATIONAL TRAVEL |
| BL | 7.13 | REVIEW, APPROVE, REJECT SOLID WASTE COLLECTION
REMOVAL, DISPOSAL, AND RECYCLING CONTRACT
EFFECTIVE AUGUST 1, 2019 WITH WASTE MANAGEMENT
OF MISSISSIPPI, INC. |
| BL | 7.14 | REVIEW, APPROVE, RATIFY, REJECT AMENDED AND
RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN
THE TUPELO PUBLIC SCHOOL DISTRICT AND THE TUPELO
POLICE DEPARTMENT REGARDING THE SCHOOL RESOURCE
OFFICER PROGRAM |

TUPELO CITY COUNCIL MEETING AGENDA
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6:00 P.M.

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| BL | 7.15 | REVIEW, APPROVE, REJECT RELEASE OF LIEN TO THE TUPELO AUTOMOBILE MUSEUM |
| BL | 7.16 | REVIEW, RATIFY, REJECT AMENDMENT TO LEASE AGREEMENTS BETWEEN THE CITY OF TUPELO, MISSISSIPPI AND LEGGETT AND PLATT COMPONENTS COMPANY, INC. |
| PF | 7.17 | REVIEW, ACCEPT, REJECT MINUTES OF THE JULY 8, 2019 MAJOR THOROUGHFARE COMMITTEE MEETING |
| DB | 7.18 | REVIEW, ACCEPT, REJECT MINUTES OF THE TUPELO REDEVELOPMENT AGENCY – AUGUST 15, 2019 |

8. **STUDY AGENDA**

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| | 8.1 | REVIEW, APPROVE, REJECT AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE OF CERTAIN REAL PROPERTY LOCATED ON SHADY LAKE DRIVE FORM THE ELVIS PRESLEY FOUNDATION FOR THE EXTENSION OF THE ELVIS PRESLEY BIRTHPLACE PROPERTY |
| BL | 8.2 | REVIEW, DISCUSS STUDY SMALL CELL NETWORK ORDINANCE |
| BL | 8.3 | REVIEW, DISCUSS AMENDMENTS TO CHAPTER 24, ARTICLE VII, CODE OF ORDINANCES- REGULATING THE MAINTENANCE OF STREETS, TRENCHING, AND RIGHTS OF WAY |
| BL | 8.4 | REVIEW, DISCUSS AMENDMENTS TO CHAPTER 24, ARTICLE VII, CODE OF ORDINANCES- REGULATING THE MAINTENANCE OF STREETS, TRENCHING, AND RIGHTS OF WAY |
| BL | 8.5 | REVIEW, DISCUSS STUDY GRANT OF NON-EXCLUSIVE FRANCHISE TO TELEPAK NETWORKS, INC. (C-SPIRE) TO LAY CONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE FIBER OPTIC CABLE AND TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES |

TUPELO CITY COUNCIL MEETING AGENDA
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6:00 P.M.

- 9. EXECUTIVE SESSION
 - 9.1 MISS CODE ANNO. §25-41-7 (j) TRANSACTION OF BUSINESS
REGARDING THE LOCATION OF A BUSINESS
 - 9.2 MISS CODE ANNO. §25-4-7 (g) TRANSACTION OF BUSINESS
REGARDING THE PROSPECTIVE RELEASE OF REAL
PROPERTY INTEREST
- 10. ADJOURNMENT

Preliminary Lot Mowing Report for 08/20/2019

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	29625	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	MB
2.	29627	077C2507400	1304 LUMPKIN AVE	DAVID BROWN LLC	19483 E TUFTS CIR	CENNTENAIL, CO 80015	MB
3.	29628	077G2520000	1338 W JACKSON ST	C & L INNOVATIONS LLC	256 RIVER ROAD	MANTACHIE, MS 38855	MB
4.	29629	077C2505100	1711 OSBORNE ST	PREMIER REALTY LLC	P O BOX 7333	TUPELO, MS 38802	MB
5.	29630	077P3500600	2411 DANNY ST	TROTT SUZANNE L & STANLEY L LONG	1405 GRANDVIEW DR	GAUTIER, MS 39553	MB
6.	29632	088N3310300	LAKE ST	WITCHER BOBBY (DECEASED)	334 LAKE	TUPELO, MS 38804	JLS
7.	29649	079L3210500	132 RIVER RUN DR	WW3 LLC	P O BOX 866	6933 CRUMPLER BLVD	CW
8.	29650	079L3211700	153 RIVER RUN DR	WW3 LLC	P O BOX 866	6933 CRUMPLER BLVD	CW
9.	29651	079S3002409	171 FOX FARM RD	OTTS KELLI MICHELL BRYANT	171 FOX FARM RD	TUPELO, MS 38801	CW
10	29652	078H2700645	2607 W BAY CIR	NANNEY DAVID A	2607 W BAY CIRCLE	TUPELO, MS 38801	CW
11	29653	077N3502400	2609 W MAIN ST	MILL CREEK LLC	P O BOX 3088	TUPELO, MS 38803	CW
12	29654	079L3200133	6101 LAUREN CIR	HARRELL CLIFFORD W & ANDREA C	6101 LAUREN CIR	TUPELO, MS 38801	CW

Preliminary Lot Mowing Report for

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	29655	079S3002300	153 FOX FARM RD (CR 103)	SCOTT MERRILL & JOE LANE	161 ROAD 103	TUPELO, MS 38801	CW
14	29661	113T0501500	PAYNE ST	MORGAN STEVE & BILL	PO BOX 365	BOONEVILLE, MS 38829	JLS
15	29662	078D2709800	1397 GUN CLUB RD	PARKES AMELIA C	1397 GUN CLUB ROAD	TUPELO, MS 38801	CW
16	29664	077L3601600	609 RACOVE DR	FELIPE MARIA JUAN	930 LAWNDALE APT F30	TUPELO, MS 38801	MB
17	29665	077K3520700	2122 CRABAPPLE DR	BEAMS TANVA L	1410 PINECREST	TUPELO, MS 38804	MB
18	29666	077P3500600	2411 DANNY ST	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	MB
19	29667	089P3119600	440 S GREEN ST	SHIPMAN DAVID	193 RD 509	CORINTH, MS 38835	DJ
20	29668	106U2301500	118 OLIVER CIRCLE	BAKER MICHELLE LYNNE	2573 JEFFERSON RD WEST	HOULKA, MS 38850	DJ
21	29669	101M1202400	2006 FILLMORE DR	SALYER GAYLE P	2006 FILLMORE ST	TUPELO, MS 38801	DJ
22	29670	101M1204700	3462 KIMBROUGH AVE	WELLS CHRISTIE D & JAVAUN	3462 KIMBROUGH	TUPELO, MS 38801	DJ
23	29685	078B2801149	1257 ORLEANS PL	BANNERMAN DEMPS E & ANNETTE MASSEY	2043 EMILY ST	TUPELO, MS 38804	CW
24							

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 6, 2019

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, August 6, 2019 at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan. Willie Jennings, City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

Councilman Travis Beard gave the invocation, followed by the Pledge of Allegiance led by the Councilman Lynn Bryan.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Nettie Y. Davis called the meeting to order at 6:00 p.m.

IN THE MATTER OF CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Mike Bryan moved, seconded by Councilman Markel Whittington, to confirm the agenda and agenda order as submitted. The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No employees were present for recognition of reaching milestones in their tenure of service.

IN THE MATTER OF PUBLIC RECOGNITIONS

City Council members made the following recognitions:

Councilman Jennings invited the community to take part in a dance exercise workshop be on Saturday, August 10, 2019 at the Boys and Girls Club. The event takes place from 6:00 p.m. to 8:00 p.m.

Councilwoman Davis extended an invitation to the community to visit an art exhibit by Ms. Debra Rift. Ms. Rift is a graphic artist. Her work is displayed currently at the Gum Tree Art Museum located in downtown Tupelo.

IN THE MATTER OF THE MAYOR'S REPORT

No Mayor's report was presented.

(CLOSE THE REGULAR MEETING AND OPEN THE PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

**IN MATTER OF A PUBLIC HEARING OF THE TUPELO BUDGET FOR
FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020**

The following individuals were present to address this issue:

Robbie Parham	Regional Rehabilitation Center
Jeff Tollison	Lee County Library

IN THE MATTER OF THE FINAL LOT MOWING LIST

PARCEL NO.	LOCATION	
075S1605217	MCCULLOUGH BLVD	No one appeared to discuss this item
077C2507700	1300 ACKIA TRAIL	No one appeared to discuss this item
077Q3630200	118 MONUMENT DRIVE	No one appeared to discuss this item
105H1500700	BEASLEY DRIVE	No one appeared to discuss this item
074C1712500	3339 SUMMERLIN DR	No one appeared to discuss this item
074C1712200	3338 NORTHCREST DR	No one appeared to discuss this item
074C1711800	HILLRIDGE DRIVE	No one appeared to discuss this item
074C1708000	3316 SUMMERLIN DR	No one appeared to discuss this item
074C1707800	3350 SUMMERLIN DR	No one appeared to discuss this item
074C1707200	3442 SUMMERLIN DR	No one appeared to discuss this item

CITIZEN HEARING

No items appeared for recognition.

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

No items appeared for recognition.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 6, 2019

ROUTINE AGENDA

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE JULY 16, 2019 REGULAR COUNCIL MEETING

Councilman Palmer moved, seconded by Councilman L. Bryan, to approve the minutes as submitted. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, APPROVE, REJECT LIST OF ADVERTISING AND PROMOTIONAL EXPENSES

Chief Financial Officer, Kim Hanna, submitted a request to the City Council to approve a list of expenditures for advertising and bringing into favorable notice the opportunities, possibilities, and resources to the City of Tupelo. Councilman Jennings moved, seconded by Councilwoman Whittington, to approve the advertising and promotional list as submitted. The vote was unanimous in favor. **APPENDIX A**

IN THE MATTER OF REVIEW, PAY BILLS APPROVE UTILITY ADJUSTMENTS

Bills were reviewed at 4:30 p.m. by council members: Travis Beard, Nettie Davis, Markel Whittington, Lynn Bryan; Missy Shelton, Deputy Clerk, Johnny Timmons, Water and Light Department.

Councilman Beard moved, seconded by Councilman L. Bryan, to approve the payment of the checks bills, claims, and utility adjustments. The motion passed unanimously of those present

CHECK NUMBERS 357126-357499
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET
UTILITY ADJUSTMENTS AS SHOWN ON THE FACE OF THE DOCKET
APPENDIX B

IN THE MATTER OF REVIEW, APPROVE, REJECT JUSTICE GRANT RESOLUTION

Councilman M. Bryan moved, seconded by Councilman Whittington, to approve this resolution as submitted. The vote was unanimous in favor. **APPENDIX C**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 6, 2019

IN THE MATTER OF REVIEW, APPROVE, REJECT MEMORANDUM OF UNDERSTANDING FOR JUSTICE ASSISTANT GRANT

Terri Blissard explained that the purpose for this understanding is to confirm a cooperative agreement between the City of Tupelo, Mississippi Mayor and Council and the Lee County Board of Supervisors regarding the Justice Assistance Grant (JAG). Councilman Whittington moved, seconded by Councilman M. Bryan, to approve this memorandum of understanding as submitted. The vote was unanimous in favor. **APPENDIX D**

IN THE MATTER OF REVIEW, APPROVE, REJECT MEMORANDUM OF AGREEMENT FOR DIP PROJECT

Grant Administrator Terri Blissard submitted a memorandum of agreement entered into by the City of Tupelo, Mississippi and Bancorpsouth Bank to apply for a Mississippi Development Infrastructure (DIP) Grant. Councilman Beard moved, seconded by Councilman Whittington to approve this agreement as submitted. **APPENDIX E**

IN THE MATTER OF REVIEW, APPROVE, REJECT MDA GRANT CONTRACT FOR THE HIVE INDUSTRIAL PROJECT

In June the council approved a grant contract with ARC for \$500,000 in funding for the HIVE water tank. The contract outlines the terms and conditions applied to the project by MDA, which is the state administrative agency for ARC projects. Councilman Palmer moved, seconded by Councilman M. Bryan to approve this contract as submitted. The vote was unanimous in favor. **APPENDIX F**

IN THE MATTER OF REVIEW, APPROVE, REJECT THE FINAL LOT MOWING LIST

Councilman Whittington moved, seconded by Councilman Palmer, to approve the final lot-mowing list submitted by the Department of Development Services, such properties being in such a state of uncleanness as to be a menace to public health, safety, and the welfare of the community, thereby authorizing the department to proceed with the mowing of these properties. The motion passed unanimously of those present. **APPENDIX G**

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE MINUTES OF THE JUNE 17, 2019 TUPELO COLISEUM COMMISSION

Councilman Beard moved, seconded by Councilman Whittington, moved to accept the minutes as submitted. The vote was unanimous in favor. **APPENDIX H**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 6, 2019

IN THE MATTER OF REVIEW, AWARD, REJECT BID 2019-011PW WARREN LANE /COOK SEAL PROJECT

Councilman Palmer moved, seconded by Councilman M. Bryan, to reject this bid. The vote was unanimous in favor. **APPENDIX I**

IN THE MATTER OF REVIEW, AWARD, REJECT BID 2019-016PW FOR TWO UTILITY TRAILERS

One bidder responded to this bid opening. Councilman M. Bryan moved, seconded by Councilman Whittington, to find the bid commercially reasonable, to find prospective bidders had proper notice and opportunity to submit bids and to award bid number 2019-016PW to the sole bidder, Scruggs Farm, Lawn and Garden. The vote was unanimous in favor. **APPENDIX J**

IN THE MATTER OF REVIEW, AWARD, REJECT BID 2019-029PW FOR FULLY ASSEMBLED KNUCKLE BOOM TRUCK

One bidder responded to this bid opening. Councilman Jennings moved, seconded by Councilman Palmer, to find the bid commercially reasonable, to find prospective bidders had proper notice and opportunity to submit bids and to award bid number 2019-029PW to the sole bidder Summit Truck Group. The vote was unanimous in favor. **APPENDIX K**

IN THE MATTER OF REVIEW, APPROVE, REJECT CHANGE ORDER FOR ELEVATED STORAGE TANK REPAIR AND REPAINT PROJECT

Finding the deductive change order necessary to close out the project, made in a commercially reasonable matter and not made to circumvent the public purchasing statues, Councilman M. Bryan moved, seconded by Councilwoman Palmer, to approve this change order. The vote was unanimous in favor. **APPENDIX L**

IN THE MATTER OF REVIEW, APPROVE, REJECT ENGINEERING SERVICES AGREEMENT WITH COOK COGGIN ENGINEERS

Councilman Beard moved, seconded by Councilman Whittington, to approve this agreement as submitted. The vote was unanimous in favor. **APPENDIX M**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 6, 2019

**IN THE MATTER OF REVIEW, APPROVE, REJECT SOLE SOURCE PURCHASE
FOR THE POLICE DEPARTMENT – BRAZO E TICKET SYSTEMS**

Finding that Tyler Technologies is the sole source for development, implementation, maintenance and support of the Brazos software, Councilman Whittington moved, seconded by Councilman Beard, to approve this sole source purchase. The vote was unanimous in favor.
APPENDIX N

**IN THE MATTER OF REVIEW, APPROVE, REJECT THE NORTH MS NARCOTICS
UNIT INTERLOCAL AGREEMENT 2019-2020**

Councilwoman M. Bryan moved, seconded by Councilman Jennings to approve this agreement as submitted. The vote was unanimous in favor. **APPENDIX O**

STUDY AGENDA

No items appeared for consideration.

EXECUTIVE SESSION

IN THE MATTER OF DETERMINE THE NEED FOR EXECUTIVE SESSION

At 6:28 p.m. Councilman Jennings moved, seconded by Councilman Palmer to determine the need to leave the public meeting for the purpose of entering into executive session. City Attorney Ben Logan confirmed four (4) items as proper matters to discuss in executive session:

- 9.1 MISS CODE ANNO. § 25-4-7 (j) TRANSACTION OF BUSINESS
REGARDING THE LOCATION OF THE BUSINESS
- 9.2 MISS CODE ANNO. § 25-4-7 (g) TRANSACTION OF BUSINESS
REGARDING THE PROSPECTIVE PURCHASE OF PROPERTY
- 9.3 MISS CODE ANNO. § 25-4-7 (g) TRANSACTION OF BUSINESS
REGARDING THE PROSPECTIVE PURCHASE OF PROPERTY
- 9.4 MISS CODE ANNO. § 25-4-7 (b) STRATEGY SESSION WITH RESPECT
TO LITIGATION

The vote was unanimous in favor.

DRAFT
ITEM 7.1

Councilman Palmer moved, seconded by Councilman M. Bryan, to enter into executive session. The vote was unanimous in favor. The city council retired to executive session at 6:30 p.m.

Councilman Jennings moved, seconded by Councilman Whittington to come out of executive session at 7:20 p.m.

(CLOSE EXECUTIVE SESSION AND RETURN TO THE OPEN MEETING)

IN THE MATTER OF ACTION AS RESULT OF EXECUTIVE SESSION

Councilman Beard moved, seconded by Councilman M. Bryan, to purchase real property located at 115 Highland Drive in the amount of \$1000. The vote was unanimous in favor.

Councilman Jennings moved, seconded by Councilman Whittington, to purchase real property located at 573 North Green Street in the amount of \$3,800. The vote was unanimous in favor.

IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilman Beard moved, seconded by Councilman Whittington, to adjourn the meeting at 7:25 p.m. The vote was unanimous in favor.

ATTEST:

PRESIDENT

COUNCIL CLERK

MAYOR

DATE: August 17, 2019

7.4

City of Tupelo
Fy 2019 Budget Revision #10

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 2019 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,385,429		7,385,429
Licenses & Permits	1,073,000		1,073,000
Intergovernmental Revenues	26,461,567	47,000	26,508,567
Charges for Services	795,000		795,000
Fines & Forfeits	763,000		763,000
Interest Income & Misc. Revenues	547,251		547,251
Other Financing Resources	96,376		96,376
Unreserved Fund Balance	1,386,000	-	1,386,000
Total General Fund Revenues	38,507,623	47,000	38,554,623

Purpose: To budget funds for additional fuel needed in fiscal year 2019.

Expenditures:

City Council			
Personnel	285,005		285,005
Supplies	5,000		5,000
Other Services & Charges	186,650		186,650
Capital	-	-	-
Total City Council	476,655	-	476,655

Purpose:

Executive Dept.			
Personnel	709,453		709,453
Supplies	16,500		16,500
Other Services & Charges	274,850		274,850
Capital	-	-	-
Total Executive Dept.	1,000,803	-	1,000,803

Purpose:

City Court			
Personnel	808,189		808,189
Supplies	18,300	2,000	20,300
Other Services & Charges	109,091		109,091
Capital	-	-	-
Total City Court	935,580	2,000	937,580

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	895,964		895,964
Supplies	31,050		31,050
Other Services & Charges	375,143		375,143
Capital	65,800	-	65,800
Total Budget & Accounting	1,367,957	-	1,367,957

Purpose:

<u>Personnel Dept.</u>			
Personnel	260,016		260,016
Supplies	5,100		5,100
Other Services & Charges	29,044		29,044
Capital	-	-	-
Total Personnel Dept.	294,160	-	294,160

Purpose:

<u>Development Services</u>			
Personnel	1,384,641		1,384,641
Supplies	58,450		58,450
Other Services & Charges	75,091		75,091
Capital	3,000	-	3,000
Total Development Services	1,521,182	-	1,521,182

Purpose:

<u>Police Dept</u>			
Personnel	8,452,368		8,452,368
Supplies	577,700	20,000	597,700
Other Services & Charges	1,597,812		1,597,812
Capital	316,319	-	316,319
Total Police Dept.	10,944,199	20,000	10,964,199

Purpose:

<u>Fire Dept</u>			
Personnel	5,669,806		5,669,806
Supplies	274,750	15,000	289,750
Other Services & Charges	313,378		313,378
Capital	19,301	-	19,301
Total Fire Dept.	6,277,235	15,000	6,292,235

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,041,603		3,041,603
Supplies	374,100	10,000	384,100
Other Services & Charges	2,019,276		2,019,276
Capital	<u>17,000</u>	<u>-</u>	<u>17,000</u>
Total Public Works	<u>5,451,979</u>	<u>10,000</u>	<u>5,461,979</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,823,997		1,823,997
Supplies	377,585		377,585
Other Services & Charges	918,654		918,654
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Parks & Rec	<u>3,125,236</u>	<u>-</u>	<u>3,125,236</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	417,559		417,559
Supplies	131,500		131,500
Other Services & Charges	362,500		362,500
Capital	<u>15,000</u>	<u>-</u>	<u>15,000</u>
Total Aquatics Facility	<u>926,559</u>	<u>-</u>	<u>926,559</u>
Purpose:			
<u>Museum</u>			
Personnel	118,545		118,545
Supplies	9,000		9,000
Other Services & Charges	29,100		29,100
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>156,645</u>	<u>-</u>	<u>156,645</u>
Purpose:			
Community Services	<u>1,044,063</u>	<u>-</u>	<u>1,044,063</u>
Purpose:			
Debt Service	<u>564,791</u>	<u>-</u>	<u>564,791</u>
Other Financing Uses	<u>4,420,579</u>	<u>-</u>	<u>4,420,579</u>
Total General Fund Expenditures	<u>38,507,623</u>	<u>47,000</u>	<u>38,554,623</u>

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	965,074		965,074
Transfer from Other Funds	2,908,000		2,908,000
Donations	18,136		18,136
Interest & Miscellaneous Revenue	18,750	101,250	120,000
Other Financing Sources	2,501,250		2,501,250
Unreserved Fund Balance	6,218,640	-	6,218,640
Total Revenues	<u>12,629,850</u>	<u>101,250</u>	<u>12,731,100</u>
Expenditures			
Other Services & Charges			
Maintenance Projects	168,288		168,288
Street Overlay	1,800,968		1,800,968
Neighborhood Revitalization	1,202,693		1,202,693
Beautification Projects	28,885		28,885
Contingies/Grant Matches	300,000	-	300,000
Total Other Services & Charges	<u>3,500,834</u>	<u>-</u>	<u>3,500,834</u>
Capital			
Infrastructure Improvements	3,164,905		3,164,905
Purchase of Property	502,931		502,931
Equipment	203,641	101,250	304,891
Building Improvements	500,306		500,306
Park Improvements	3,297,648		3,297,648
Vehicles	91,520		91,520
Police Vehicles/Equipment	66,785		66,785
Fire Equipment/Trucks	1,301,280		1,301,280
Contingencies(Grant Matches)	-	-	-
Total Capital	<u>9,129,016</u>	<u>101,250</u>	<u>9,230,266</u>
Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>12,629,850</u>	<u>101,250</u>	<u>12,731,100</u>

Purpose To purchase tractors with the funds from the sale of the older tractors.

	Original Budget	Amendment	Amended Budget
Fund 404			
Sanitation Fund			
Revenues			
Charges for Services	2,971,500		2,971,500
Franchise Fee	325,000		325,000
Interest & Miscellaneous Income	7,000	69,352	76,352
Unreserved Fund Balance	261,024	648	261,672
Total Revenues	<u>3,564,524</u>	<u>70,000</u>	<u>3,634,524</u>
Expenditures			
Personnel Services	298,111		298,111
Other Services & Charges	3,066,413		3,066,413
Capital Outlay	200,000	70,000	270,000
Other Financing Uses	-	-	-
Total Expenditures	<u>3,564,524</u>	<u>70,000</u>	<u>3,634,524</u>

Purpose To allocate funds for equipment to be purchased from the solid waste fund.

Voting

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

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

ITEM 7.5
PLACEHOLDER
FINAL MOWING LIST

MEMO

TO: Mayor, City Council members
FROM: Pat Falkner
DATE: August 12, 2019
RE: Routine agenda item: Review/accept minutes of August 5, 2019 Planning Committee meeting.

Attached are the minutes of the August 5 Planning Committee meeting.

The action taken was as follows:

Flexible Use 19-01: request by Bruce Kirkland for approval to develop self-storage facility on McCullough Boulevard.

Approved with conditions

Flexible Use 19-02: request by Layne Snipes for home business approval to keep dogs in home at 2509 Confederate Avenue.

Approved with review in one year

Flexible Variance 19-08: request from Rory Wiuff for variance to build accessory structure larger than 35% of primary structure.

Tabled

TUPELO PLANNING COMMITTEE

August 5, 2019

CALL TO ORDER

Chairman Mack-Arthur Turner Jr. called the meeting to order. Other members present were Mr. Bill Smith, Mr. Scott Davis, Mr. Gus Hildenbrand, Mrs. Patti Thompson, Mr. Ted Moll, Mr. Eddie Armstrong, Mr. Christian Reed, and Leslie Mart. Mr. Smith provided the invocation and Mrs. Thompson led the Pledge of Allegiance. Staff present were Pat Falkner and Marilyn Vail of the Development Services Department.

APPROVAL OF MINUTES

Mr. Hildenbrand made a motion to approve the minutes of the July 1 meeting. The motion was seconded by Ms. Mart and approved by unanimous vote.

REPORT OF COUNCIL ACTION

Mr. Falkner reported that the council had accepted the July minutes at their July 16 meeting.

NEW BUSINESS

- **FLEX19-01** Request for a Flexibility Use Review from Mr. Bruce Kirkland on behalf of Storage City of Mississippi, LLC to locate a self-serve storage facility on three adjacent parcels on McCullough Boulevard across the street from the Goodwill Bookstore.

Michael Gratz, attorney for the applicant, presented the request. He said that the property is currently owned by Lawrence Deas and that the applicant has developed several other properties in Tupelo.

Ms. Mart asked about the site plan showing buildings placed at an angle on the property and what the exterior materials for the front facades would be. Mr. Gratz said that he did not know. Mr. Falkner said that the preliminary drawing showed 100% masonry on the building fronts. He also discussed the landscape buffer required between the facility and the residential area to the north.

Mr. Reed asked about access to the buildings, noting that the site plan did not show whether the public would be able to drive around the back of the buildings to access the storage units. Mr. Gratz replied that the site plan was preliminary and that the applicants would work with Development Services staff to meet all technical requirements.

Mr. Moll asked what other properties Mr. Kirkland has in Tupelo. Mr. Gratz mentioned Trace Ridge, the Pines, and other apartment complexes.

The meeting was opened to the public.

Mr. Henry Daniels of 2653 Edgemont Drive spoke, saying that his property adjoins the proposed project area on the north side. He asked if the rear building would be enclosed or if it would have outside access doors to all units. Mr. Gratz said that the site plan appeared to show that buildings B, E, and F would have outside access while the larger building C would be climate controlled and only accessible from the inside. Mr. Daniels expressed concern about public access to the whole site and asked if the rear area would be gated and accessible only to those leasing the units. Mr. Gratz answered that this was not yet designed.

Mr. Reed noted that a fence would help protect the neighborhood. Mr. Daniels said that since the 2018 tornado had damaged trees in the area, the neighborhood has less privacy and security than before. Mr. Hildenbrand pointed out that it would not be feasible to limit access hours and that a gate was needed. Ms. Mart asked that the buffer on the rear of the project provide both visual and physical separation.

Mr. Reed made a motion to approve the application with the conditions that a solid fence be included in the rear landscape buffer, that the rear part of the site be gated, and that the building front facades be 100% masonry. Ms. Reed seconded and the motion passed with all voting in favor.

- **FLEX19-02** Request for a Flexibility Use Review from Ms. Layne Snipes to locate a dog boarding service for no more than four dogs at her home located at 2509 Confederate Avenue.

Mrs. Layne Snipes presented her application, describing it as more of a day care than a kennel. She said that the dogs would be inside almost all the time and that dogs that barked and disturbed people would not be kept. No more than four outside dogs would be kept at any time. She also noted that there is no limit on how many dogs a person might own.

Ms. Mart thanked Mrs. Snipes for following the procedure to request approval. Mr. Hildenbrand asked why she thought about asking for the approval. Mrs. Snipes said that since a news story about the business came out she decided she had better get legal approval.

Mr. Moll asked if she had a size limit for the dogs. Mrs. Snipes said that this had not been an issue. Mr. Turner asked if she had had any complaints from neighbors, and if she had a sign for the business. Mrs. Snipes said no on both questions.

The meeting was opened to the public.

Mr. Dan Robins of 502 Breckenridge appeared, asking if there would be any outside kennels, employees, or puppy breeding; Mrs. Snipes said that there would not. He asked about cleaning the yard after the dogs and Mrs. Snipes said that the waste would be picked up immediately.

Ms. Mart asked if the action could be reviewable after a year. Mr. Falkner said that this condition could be placed on the council's recommendation. Mr. Reed noted that the application appeared to be no more than what a homeowner could do without any restriction. Mrs. Snipes said that she would be fine with review after a year. Mr. Hildenbrand made a motion to approve the application, with a review after one year if any complaints are received, and with the condition that no more than four outside dogs be kept at any time. Mr. Smith seconded and the motion was approved by unanimous vote.

- **FLEXVAR19-08** Variance application from Mr. Rory Wiuff, 717 Jones Drive, to build a 1,350 square feet garage and later a 700 square feet carport cover.

Mr. Rory Wiuff presented his application, saying he bought a 2.1 acre tract on a dead end street with the idea of building garage space comparable to his previous home. He stated that the garage would be built with the same materials and design as his existing house, and that a pool with a fence would be added later along with a 700 square foot carport. He said that he felt the limitation on the size of accessory buildings was more appropriate for small residential lots.

Mr. Hildenbrand asked what the existing small storage building was for. Mr. Wiuff said it was used for lawn mowers. Mr. Reed asked about the purpose of the proposed carport. Mr. Wiuff said that would be for his boat. It would be enclosed except for the front. Ms. Mart asked if there would be a new driveway. Mr. Wiuff said no.

Ms. Mart asked if the garage was connected to the house, would it still require a variance. Mr. Falkner said it would not, as long as it did not encroach on the front setback. Mr. Davis noted that this would bring the front of the house out closer to the street. Mr. Falkner said that the addition could be done within the required setback. Mr. Davis said that if connecting the garage with a breezeway would be allowed, the question was a minimal issue for variance.

Mr. Reed suggests tabling the application to let the owner work out if attaching with breezeway would work. The applicant said he was agreeable to this. Ms. Vail pointed out that if this was done the carport could be added later without a variance.

Ms. Mart moved to table the application. The motion was seconded by Mr. Davis and passed unanimously.

Mr. Turner set the next meeting for September 9, with the work session to be on August 26th.

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



Public Works Department Memorandum

To: Mayor Shelton and City Council

From: Mr. Chuck Williams

A handwritten signature in blue ink, appearing to be "CW", written over the name "Mr. Chuck Williams".

VIA: Don Lewis
Kim Hanna

Re: Bid approval

Date: 08/13/19

Copy: Missy Shelton

Bid Openings: August 13, 2019 10:00 a.m.

2019-032PW

Attendance:

Missy Shelton

Finance Department

2019-032PW Complete Shuttle Truck: One bidder responded. We recommend that Summit Truck Group be approved as the lowest and best bid for a fully assembled shuttle truck. \$92,740.00

Title:	2019-032PW COMPLETE SHUTTLE TRUCK
Agency:	Mississippi > City of Tupelo
Start date:	13-Aug-2019 10:00:00 AM
End date:	13-Aug-2019 10:10:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
33409	SummitTupelo	92740.0000	13-Aug-2019 10:01:42 AM	Bruce	Underwood	Summit Truck Group	bruce.underwood@summittruckgroup.com	6628423401

FORM A

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

**COMPLETE SHUTTLE TRUCK
Bid # 2019-032PW**

The undersigned proposes to provide a Complete Shuttle Truck as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If the City of Tupelo invites Summit Truck Group (company name) to submit priced bids in response to this submission, we intend to participate by

: X Online Reverse Auction, pending receipt of required id and password from Central Bidding.

Contact information for any questions regarding this submission:

Bruce Underwood 662-401-5225

Summit Truck Group (company name) understands that we only have one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the project is awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

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

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

Printed Name: Bruce Underwood Title: Sales Manager

Signature: Bruce Underwood Date: 08/01/19

Company Name: Summit Truck Group

Email: bruce.underwood@summittruckgroup.com

FORM B

Proposal Form

**COMPLETE SHUTTLE TRUCK
Bid # 2019-032PW**

The undersigned proposes to furnish a Complete Shuttle Truck, 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.

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

CHASSIS SPECIFICATIONS		Yes	No
		✓	
GVWR	Minimum 35,000 LB		
CT Dimension	168" Or To Body Manufacturers Specification	✓	
After Frame Dimension	96" Or To Body Manufacturers Specification	✓	
Frame Rails	Section Modulus -14.16 Minimum 1,680,000 RBM	✓	
Engine	In Line 6 Cylinder Diesel Engine, Minimum 260 HP with Minimum 660 LB/FT Torque	✓	
Transmission	Fully Automatic 6 Speed With Double Overdrive, Rated to 860 LB/FT Torque With PTO Provision (Automated Manual Transmissions Will NOT Be Accepted)	✓	
Front Axle	12,000# With Synthetic Axle Lube	✓	
Rear Axles	23,000# Single Speed - Ratio To Provide 60 MPH Synthetic Axle Lube	✓	
Brakes	Front: 15.0" X 4.0" With Automatic Slack Adjusters Rear: 16.5" X 7.0" With Automatic Slack Adjusters	✓	
Brake System	Dual Air System For Straight Truck Air Brake ABS With Traction Control Air Dryer With Heater	✓	

	Automatic Drain Valve For Air Tanks Minimum 18.7 CFM Air Compressor	✓	
Suspension	Front: Parabolic Taper Leaf, Shackle Type 12,000 Lb Rated Rear: Walking Beam Type 23,500 Lb Rated	✓	
Wheels	Front: (2) 22.5 X 8.25 Disc Type 10 Stud Painted White Rear: (8) 22.5 X 8.25 Disc Type 10 Stud Painted White	✓ ✓	
Tires	Front: 11R22.5 Highway Tread Rear: 11R22.5 14 Ply On-Off Road Tread	✓ ✓	
Cab	Conventional Day Cab With Exterior Grab Handle On Driver And Passenger Side	✓	
Mirrors	Dual West Coast Type With Convex On Both Sides	✓	
Air Conditioner	Air Conditioner With Integral Heater & Defroster	✓	
Fuel System	1. Minimum 50 Gallon Aluminum Fuel Tank Mounted Left Side Under Cab 2. Fuel/Water Separator 3. Minimum 7 Gallon DEF Tank	✓ ✓ ✓	
Equipment	1. Air Ride Driver Seat - Vinyl 2. Two Person Passenger Bench Seat with Integrated Headrest In Both Positions - Vinyl 3. Under Seat Storage Compartment 4. Dash Mounted Switch For PTO Operation 5. Manual Reset Circuit Breakers 6. Am/Fm/WB Radio with Clock 7. Front Tow Hooks (2) 8. Dual Face LED Fender Mounted Turn Signal Lights 9. Low Coolant Level Indicator With Alarm 10. Wiring for 2-Way Radio With 20 Amp Fuse Protection, Routed to Center Of Header Console 11. Tilting Hood And Fender with Fixed Grill 12. Inhibit Regen Switch Located On Dash 13. Tilting Steering Column 14. Intermittent Windshield Wipers with Washer 15. (2) Roof Mounted Air Horns 16. Heavy Duty Front Bumper 17. Audible Back Up Alarm System 18. The rear impact guard must extend horizontally to within four inches of the side of the truck, but no further. The distance between the bottom of the bumper and the ground must not exceed 22 inches at any point. The rear surface of the guard must be within 12 inches of the rear	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	

	surface of the truck. It shall be constructed of 4" x 4" x 1/2" wall square tubing with end caps.	✓	
Misc	Location of Exhaust not to interfere with body hoist, Twin Cyl hoist in board mount, adj flow control valve – raise:full flow from pump, lower:restrict flow	✓	
Paint	Manufacturers Standard Silver, Base Coat/ Clear Coat Rated For Heavy-Duty Industrial Use	✓	
Warranty	List Manufacturer's Standard Warranty For The Following Components		
	1. Standard Chassis	✓	
	2. Engine	✓	
	3. After-Treatment System	✓	
	4. Transmission	✓	
	DEBRIS BODY SPECIFICATIONS	Yes	No
Capacity	Minimum 26 Yards	✓	
Length	20.0 Feet	✓	
Inside Width	7'3"	✓	
Height	60" Sides and Front	✓	
Tailgate	None	✓	
Floor Material	Minimum 3/16" One Piece ASTM-A1011 Hi-Tensile Steel	✓	
Side Material	Minimum 10 Gauge ASTM-A1011 Hi-Tensile Steel With Vertical Side Braces	✓	
Front Wall Material	Minimum 10 Gauge ASTM-A1011 Hi-Tensile Steel	✓	
Top Rail	4" X 4" X 1/8" Steel Tubing	✓	
Longitudinal Framing	7" Structural Channel	✓	
Crossmembers	4" Structural Channel on 12" Centers	✓	
Cab Shield	Full Width X 24"	✓	

Hoist	NTEA Rated Class "K" Twin Telescopic Type	✓	
Hydraulic Pump	82CC Gear Pump DIN Shaft	✓	
Tipper Valve	Air Shift, Chassis Mount	✓	
PTO	Clutch Shift For Automatic Transmission	✓	
Controls	Hyd / Air	✓	
Misc	1.Full Depth Rear Corner Post and Skirt 2.All Welds To Be Continuous	✓	
	3.LED Lights To Meet FMVSS108 - Rubber Grommet Type 4.LED Stop/Tail/Turn In Rear Posts	✓	
	5.Dual Body Props	✓	
	6.Body Raised Indicator Light in Cab 7.Backup Alarm	✓	
Paint	Primed And Finish Painted With Black Urethane Enamel Inside/Out of Bed	✓	
Manual and Specs	Factory specifications and literature in English will be included with the bid - operator's manual , parts book and service manual	✓	
WARRANTY	Please State Warranty Coverage and Nearest Warranty Facility From City of Tupelo	✓	
	On Site Warranty Not Allowed, MUST Be Manufacturer's Certified Warranty Facility	✓	
GENERAL BIDDER'S REQUIREMENTS	The City of Tupelo reserves the right to reject any and all bids, to waive informalities in the bid, or to award to whomsoever they may choose.	✓	
	A document is to be provided to the City of Tupelo by the winning bidder verifying that the order for this item has been placed with the manufacturer and clearly stating the date on which the order was placed, and when the build is anticipated to be completed.	✓	
	Bidder is to state details of all standard and extended Warranties furnished, including parts and labor for all components.	✓	
	Any warranty labor to be performed by the City of Tupelo mechanics is to be reimbursed by the bidder at the City of Tupelo's current labor rate.	✓	
	A telephone call by City of Tupelo Fleet Maintenance Personnel is to constitute sufficient notification for		

Collins, MS

warranty service to the bidder for standard factory stock items and non-standard factory items.	✓	
Transportation is to be furnished at bidder's expense for all warranty related work outside a 10 mile radius from City of Tupelo limits.	✓	
The City of Tupelo shall not be liable for any warranty related charges, payments, and billings. No warranty service and parts charges are to be invoiced to the City of Tupelo.	✓	
Parts and service availability are to be provided a minimum of	✓	
Chassis – 1 year	✓	
Engine – 2 years	✓	
Location of bidder's authorized parts and service facility is to be within 50 miles of the City of Tupelo.	✓	
All parts that are not specifically mentioned but which are necessary to provide a complete machine are to be included in the bid and shall conform in strength and quality to that which is provided in the trade in general.	✓	
Delivery - The successful bidder will deliver fully assembled truck, trash bed and boom to City of Tupelo – Public Works Department 604 Crossover Rd, Tupelo, MS 38801. 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.	✓	
A telephone call or written communication is to be provided to the City of Tupelo Fleet Management Division a minimum of five (5) days prior to delivery stating the anticipated date and time unit is to be delivered.	✓	
All items must be as specified or approved equal by the Director of the Public Works Department for the City of Tupelo.	✓	
The burden of proof of specifications is the responsibility of the bidder.	✓	
Delivery deadline to City of Tupelo Public Works Dept. will be no more than 120 days from the date of the purchase order.	✓	

INTERNATIONAL*

August 01, 2019

Prepared For:
CITY OF TUPELO
Alan Taylor
P. O. Box 1485
Tupelo, MS 38802-
(662)841 - 6491
Reference ID: N/A

Presented By:
SUMMIT TRUCK GROUP
Bruce Underwood
1007 INTERNATIONAL DR.
TUPELO MS 388045814
662-842-3401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2020 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 33000. Calc. GVWR: 35000 Calc. Start / Grade Ability: 38.32% / 2.25% @ 55 MPH Calc. Geared Speed: 74.1 MPH
DIMENSION:	Wheelbase: 236.00, CA: 168.90, Axle to Frame: 96.00
ENGINE, DIESEL:	{Cummins B6.7 260} EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 23060SH} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.50
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 8876, Silver Pearl Metallic (Prem) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
MV60700	Base Chassis, Model MV607 SBA with 236.00 Wheelbase, 168.90 CA, and 96.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION (Navistar) 4x2
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CAE	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 460.0" (11684mm) Maximum OAL
1LLD	BUMPER, FRONT Contoured, Steel
1SAL	CROSSMEMBER, REAR, AF (1)
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)
2ASC	AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank
4AZJ	AIR BRAKE ABS (Bendix AntiLock Brake System) Full Vehicle Wheel Control System (4-Channel) with Automatic Traction Control
4EBS	AIR DRYER (Bendix AD-9) with Heater
4ESX	BRAKE CHAMBERS, FRONT AXLE (Haldex) 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR (Sheppard M100) Power
6DGA	DRIVELINE SYSTEM (Dana Spicer) SPL100, for 4x2/6x2

<u>Code</u>	<u>Description</u>
7BKY	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXD	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8HXT	HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord
8MJT	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (2) 12-Volt 1900CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMP	RADIO AM/FM/WB/Clock/3.5MM Auxiliary Input
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WZK	HEADLIGHTS Halogen, Composite Aero Design
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XKL	STARTING MOTOR (Mitsubishi Electric Automotive America 90P47) 12-Volt, with Soft-Start
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges

Code	Description
9HAD	GRILLE Chrome
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10769	PAINT CLASS Premium Color
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EJV	ENGINE, DIESEL (Cummins B6.7 260) EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
12EMZ	VENDOR WARRANTY, ENGINE (Cummins) B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12TSY	FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On
	<u>Includes</u> : FAN Nylon
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler, with In-Tank Transmission Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER with Service Protection Element
12VGY	FEDERAL EMISSIONS (Cummins B6.7) EPA, OBD and GHG Certified for Calendar Year 2019
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for, Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVL	TRANSMISSION, AUTOMATIC (Allison 3500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming

INTERNATIONAL***Vehicle Specifications
2020 MV607 SBA (MV607)****August 01, 2019**

Code	Description
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14AHW	AXLE, REAR, SINGLE (Dana Spicer 23060SH) Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.50
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WMN	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 1 thru 29.99 Pints
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine
15SGJ	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab <u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SED	GRAB HANDLE (2) Black, Aluminum; for Cab Entry Mounted Left and Right each Side at "B" Pillar
16SMH	SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width <u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab <u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

<u>Code</u>	<u>Description</u>
27DTJ	WHEELS, FRONT (Maxion 90541) DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTJ	WHEELS, REAR (Maxion 90541) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7372135809	(2) TIRE, FRONT 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
7372135810	(4) TIRE, REAR 11R22.5 Load Range G DH37 (HANKOOK), 498 rev/mile, 75 MPH, Drive

Services Section:

40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
1	22' Brush Dump Body



Quote WIQ-022775

Page 1 of 2
Date 7/22/2019

Warren, Inc.
707 North Fir
COLLINS MS 39428

Phone (800) 228-4842
Fax (601) 765-4554
DumpTrucks.com

Bill To	Ship To	Contact
SUMMIT TRUCK GROUP OF TUPELO P.O. BOX 529 TUPELO MS 38802	SUMMIT TRUCK GROUP OF TUPELO 1007 INTERNATIONAL DRIVE TUPELO MS 38802	BRUCE UNDERWOOD (800) 844-8820 Ext. 0000

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CITY OF TUPELO		TRU802	CINDY SULLIVAN	CUSTOMER PICKUP	Net30	0/0/0000	48,842
QTY	Item Number	Description	UOM	Unit Price	Ext. Price		
1	C-20	DEBRIS BODY - DUMPING Yardage: 26 Floor Material: 3/16 A1011 Front / Material: 60" 10 GA A1011 Side / Material: 60" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: UMB 5590 Hydraulics: Yes Tipping valve: Chassis mount	Each	\$0.00	\$0.00		
1	TAILGATE	NONE	Each	\$0.00	\$0.00		
1	DB OPTIONS # 1	Cabshield: Full width 1/2 (24") Asphalt Apron: None Bolt On: No Center Board Pockets No Lights: LED Standard Oval S/T/T: None Clear Backup: No	Each	\$0.00	\$0.00		
1	DB OPTIONS # 2	Rear underride bumper (as required)	Each	\$0.00	\$0.00		
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 82 CC Gear Pump DIN Shaft Console: Elec hyd/Air Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: None Covers: No Wires in Conduit No Delivery Fuel/Charges: No ANY STANDARD WARREN PAINT Color: Warren Black Paint body inside and out	GAL	\$0.00	\$0.00		
1.00	PAINT	FOR ALLISON AUTOMATIC TRANSMISSION	EA	\$0.00	\$0.00		
1	PTO						



Quote WIQ-022775

Page 2 of 2
Date 7/22/2019

Warren, Inc.
707 North Fir
COLLINS MS 39428

Phone (800) 228-4842
Fax (601) 765-4554
DumpTrucks.com

QUOTATION VALID FOR 30 DAYS

Subtotal	\$0.00
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$0.00
Trade In Allowance	\$0.00
Total	\$0.00

LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

*Effective with vehicles built July 01, 2017 or later

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE		Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)		12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only)		3	Unlimited
(See exceptions listed below)			
Note: Items not listed in warranty exceptions follow base warranty.			
WARRANTY EXCEPTIONS			
CHASSIS COVERAGE		Months	Miles/Km (000)
Frame side rails		84	Unlimited
Cab/cowl structure		60	Unlimited
Cab/cowl perforation corrosion		60	Unlimited
DRIVE/RAIN COVERAGE		Months	Miles/Km (000)
Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission		24	Unlimited
Eaton/Fuller Transmission		24	Unlimited
Mentor Axles		24	Unlimited
MISCELLANEOUS COVERAGE		Months	Miles/Km (000)
Batteries		12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)		6	Unlimited
Hood/Cab Paint		12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)			
Correction of loose fasteners, squeaks, rattles and unusual noises Towing (unless specific coverage is stated above)			
Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels)			

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S. D.O.T. to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES, THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Revised 4/1/2019

Telematics Data Disclosure

Your new Navistar vehicle is automatically equipped with Telematics. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving uptime for your vehicle, improving our vehicles in the future and reducing warranty events. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Your use and access to any related data subscription service from Navistar, Inc. or its affiliates, such as OnCommandConnection, are subject to additional Terms of Service. You will receive additional information follow purchase regarding any such subscriptions as well as your ability to opt-out of data collection.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

Toggle navigation

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- [Central Bidding](#)
- [My CP](#)
- [Contact Us](#)
- [Create New](#)
 - [Create New Listing](#)
 - [Create New Reverse Auction](#)
- [Logout \(COMMS\)](#)

Central Bidding Time: Wed Aug 07 2019 10:04:11 GMT-0500 (Central Daylight Time)

Select all approved bidders to be given permission to submit bids during the Reverse Auction process from the list below:

(An email will be sent to each approved user informing them of their approval once you complete this process)

Choose	User ID	Username	First/Last Name	Company Name	Phone Number	Email	Attachments
<input type="checkbox"/>	10353	SummitTupelo	Bruce Underwood	Summit Truck Group	6628423401	bruce.underwood@summittruckgroup.com	• Shuttle Truck Bid.pdf (754.0 KB)
Continue							

[Central Bidding](#) - [Louisiana Agency List](#) - [Mississippi Agency List](#) - [Register](#) - [Contact Us](#) - [Renew/Upgrade Membership](#)

Central Auction House, LTD



Signed: Bruce Underwood Printed: Bruce Underwood
 Company: Summit Truck Group Title: Sales Manager
 Address: P.O. Box 529 Tupelo, MS 38882
 Phone: 662-842-3401 Fax: 662-842-0172 Email: bruce.underwood@summittruckgroup.com

Please mark yes or no.....REQUIRED

Yes _____ No X

I will require technical assistance during the reverse auction process for the submission of my bid. This will require me to be at the Tupelo City Hall, Purchasing Department, no less than 30 minutes prior to the beginning of the reverse auction process

VIII. PHASE TWO REQUIREMENTS (For Information Purposes Only)

The following form shall be used to document the online bids that a bidder enters into the system. The winning bidder shall be required to provide this sheet to match the final winning bid.

For Official Use Only

Approved for Invitation to Bid.....

Yes ✓ No _____

Date: 8-7-19

Signature: Kristen Rush

per Chuck Williams

ITEM 7.8

CONFERENCE CENTER EXPANSION BIDS

PLACE HOLDER

(TODD WILL DELIVER FRIDAY AFTERNOON)



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

August 14, 2019

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on
Tuesday, August 20, 2019:

Bid No. 2019-030WL – TAG Truck Center Water Line to the low qualified bid
submitted by Kajacs Contractors, Inc. in the amount of \$306,610.32 as recommended
by Cook Coggin Engineers.

If you have any questions, please let me know.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons
Manager

July 31, 2019 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 38804				#20098 AMG Construction, Inc. P.O. Box 4 Charleston, MS 38921		#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002		#10589 Eubank Construction Co., Inc. 2011 2nd Street North Booneville, MS 38829	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
1	8" Ductile Iron Water Pipe Line, CI 350, (polywrapped)	3480	LinFt	\$ 33.11	\$ 115,222.80	\$ 33.64	\$ 117,067.20	\$ 40.00	\$ 139,200.00
2	10" HDPE DR11 DIPS, PR 200 Water Pipe Line (includes bore and adapters for creek bore)	200	LinFt	\$ 127.41	\$ 25,482.00	\$ 136.00	\$ 27,200.00	\$ 120.00	\$ 24,000.00
3	10" HDPE DR11 DIPS, PR 200 Water Pipe Line (includes adapters)	620	LinFt	\$ 49.81	\$ 30,882.20	\$ 40.00	\$ 24,800.00	\$ 42.00	\$ 26,040.00
4	14" HDPE DR21 DIPS, PR 100 (includes bore for Hwy bores)	581	LinFt	\$ 149.62	\$ 86,929.22	\$ 202.00	\$ 117,362.00	\$ 180.00	\$ 104,580.00
5	8" Restrained Joint Gasket	16	Each	\$ 113.28	\$ 1,812.48	\$ 188.00	\$ 3,008.00	\$ 150.00	\$ 2,400.00
6	8" Gate Valve & Box	3	Each	\$ 1,597.71	\$ 4,793.13	\$ 1,400.00	\$ 4,200.00	\$ 1,800.00	\$ 5,400.00
7	6" Gate Valve & Box	2	Each	\$ 1,251.46	\$ 2,502.92	\$ 900.00	\$ 1,800.00	\$ 1,400.00	\$ 2,800.00
8	Fire Hydrant	2	Each	\$ 3,027.71	\$ 6,055.42	\$ 4,000.00	\$ 8,000.00	\$ 3,600.00	\$ 7,200.00
9	8" Machine Tap	1	Each	\$ 5,045.64	\$ 5,045.64	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00
10	2" Service Tap (Includes Corp. Stop, Service Valve Arrangement and Tapping Saddle)	1	Each	\$ 1,342.71	\$ 1,342.71	\$ 3,800.00	\$ 3,800.00	\$ 1,100.00	\$ 1,100.00
11	2" Copper Service Tubing, Type K	10	LinFt	\$ 30.00	\$ 300.00	\$ 40.00	\$ 400.00	\$ 25.00	\$ 250.00
12	DIP Fittings, Restrained Joint	1600	Lbs	\$ 6.94	\$ 11,104.00	\$ 8.00	\$ 12,800.00	\$ 10.00	\$ 16,000.00
13	Pipeline Identification Markers	20	Each	\$ 28.78	\$ 575.60	\$ 150.00	\$ 3,000.00	\$ 55.00	\$ 1,100.00
14	Topsoil Restoration	340	LinFt	\$ 3.90	\$ 1,326.00	\$ 10.00	\$ 3,400.00	\$ 3.00	\$ 1,020.00
15	Wattles (20")	120	LinFt	\$ 14.93	\$ 1,791.60	\$ 10.00	\$ 1,200.00	\$ 5.00	\$ 600.00
16	Seeding & Mulching	3100	LinFt	\$ 2.19	\$ 6,789.00	\$ 2.00	\$ 6,200.00	\$ 2.00	\$ 6,200.00
17	Temporary Silt Fence	2060	LinFt	\$ 2.26	\$ 4,655.60	\$ 3.50	\$ 7,210.00	\$ 2.00	\$ 4,120.00
TOTAL BASE BID					\$ 306,610.32		\$ 346,447.20		\$ 348,510.00

July 31, 2019 at 10:00 A.M. CITY HALL of Tupelo, 71 East Troy Street, Tupelo, MS 38804		#15506 Buz Plaxico Dozer Service, Inc. 57 Ridgeview Drive Corinth, MS 38834		#0229 Phillips Contracting Co., Inc. P.O. Box 2069 Columbus, MS 39701	
Item No.	Item	Quantity	Unit	Unit Price	Amount
BASE BID					
1	8" Ductile Iron Water Pipe Line, CI 350, (polywrapped)	3480	LinFt	\$ 41.16	\$ 143,236.80
2	10" HDPE DR11 DIPS, PR 200 Water Pipe Line (includes bore and adapters for creek bore)	200	LinFt	\$ 157.25	\$ 31,450.00
3	10" HDPE DR11 DIPS, PR 200 Water Pipe Line (includes adapters)	620	LinFt	\$ 39.70	\$ 24,614.00
4	14" HDPE DR21 DIPS, PR 100 (includes bore for Hwy bores)	581	LinFt	\$ 205.15	\$ 119,192.15
5	8" Restrained Joint Gasket	16	Each	\$ 230.75	\$ 3,692.00
6	8" Gate Valve & Box	3	Each	\$ 1,777.62	\$ 5,332.86
7	8" Gate Valve & Box	2	Each	\$ 1,230.66	\$ 2,461.32
8	Fire Hydrant	2	Each	\$ 3,213.39	\$ 6,426.78
9	8" Machine Tap	1	Each	\$ 5,332.86	\$ 5,332.86
10	2" Service Tap (includes Corp. Stop, Service Valve Arrangement and Tapping Saddle)	1	Each	\$ 1,845.99	\$ 1,845.99
11	2" Copper Service Tubing, Type K	10	LinFt	\$ 34.19	\$ 341.90
12	DIP Fittings, Restrained Joint	1600	Lbs	\$ 9.23	\$ 14,768.00
13	Pipeline Identification Markers	20	Each	\$ 71.79	\$ 1,435.80
14	Topsoil Restoration	340	LinFt	\$ 4.10	\$ 1,394.00
15	Wattles (20")	120	LinFt	\$ 5.70	\$ 684.00
16	Seeding & Mulching	3100	LinFt	\$ 1.12	\$ 3,472.00
17	Temporary Silt Fence	2060	LinFt	\$ 2.32	\$ 4,779.20
TOTAL BASE BID				\$	\$ 370,459.66
					\$ 600,290.00



City of Tupelo 7.10

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

August 14, 2019

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on Tuesday, August 20, 2019:

Bid No. 2019-034WL – Concrete Poles (12 Month Supply Bid) – to the low qualified bid submitted by Stresscrete, Inc. as indicated on the attached bid tabulation.

If you have any questions, please let me know.

Yours very truly,

Johnny N. Timmons
Manager

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 2019-034WL
AUGUST 13, 2019

Item	Product	Vendors	
		Stresscrete, Inc.	Buccaneer Services, Inc.
	Concrete Poles		
1	30' (Class 1)	\$1,237.00	\$1,427.00
2	35' (Class 1)	\$1,448.00	\$1,669.00
3	40' (Class 1)	\$1,656.00	\$1,909.00
4	45' (Class 1)	\$1,868.00	\$2,153.00
5	50' (Class 1)	\$2,084.00	\$2,401.00
6	55' (Class 1)	\$2,297.00	\$2,645.00
7	65' (Class 1)	\$2,800.00	\$3,211.00

7.11

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

CASE NO. 28991

VS.

The BANK OF NEW YORK MELLON TRUST
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 hearing to The BANK OF NEW YORK MELLON TRUST (Owner on 100 ANDREW CIR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: The BANK OF NEW YORK MELLON TRUST
Address of Owner: 1661 WORTHINGTON ROAD, SUITE 100, WEST PALM BEACH, FL
33409,
Parcel Number: 101H0123900
Address of Violation: 100 ANDREW CIR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 28989

NEWSOME FELICIA & COUTRNEY
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 hearing to NEWSOME FELICIA & COUTRNEY (Owner on 418 LAKEVIEW DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: NEWSOME FELICIA & COUTRNEY
Address of Owner: 107 LEWIS, TUPELO, MS 38801-4605,
Parcel Number: 101B0213000
Address of Violation: 418 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

CASE NO. 29087

VS.

PLUMBING SERVICES INC
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 hearing to PLUMBING SERVICES INC (Owner on 494 S GREEN ST of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PLUMBING SERVICES INC
Address of Owner: P O BOX 2093, TUPELO, MS 38803,
Parcel Number: 089P3120000
Address of Violation: 494 S GREEN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 28987

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 hearing to TTLBL LLC (Owner on 414 LAKEVIEW DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TTLBL LLC
Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,
Parcel Number: 101B0213200
Address of Violation: 414 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot moved and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

CASE NO. 29057

VS.

JOHNSON ANTOINETTA
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 hearing to JOHNSON ANTOINETTA (Owner on 638 N CHURCH ST of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: JOHNSON ANTOINETTA
Address of Owner: 376 ROAD 1, TUPELO, MS 38804,
Parcel Number: 089F3008400
Address of Violation: 638 N CHURCH ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29116

MATTHEWS ALICE ROBERTA
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 hearing to MATTHEWS ALICE ROBERTA (Owner on 922 TERRY RD of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MATTHEWS ALICE ROBERTA
Address of Owner: 614 SANDRINGHAM DRIVE, ALPHARETTA, GA 30004,
Parcel Number: 106D1308700
Address of Violation: 922 TERRY RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 28995

DAVIDSON STEPHANIE
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 hearing to DAVIDSON STEPHANIE (Owner on 1100 CHAPMAN DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,
Parcel Number: 077M3605701
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29128

LAKEVIEW LOAN SERVICING 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 hearing to LAKEVIEW LOAN SERVICING LLC (Owner on 1604 RUFF CIR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: LAKEVIEW LOAN SERVICING LLC
Address of Owner: 4425 POONCE DE LEON BLVD, MS 5/251,
Parcel Number: 101L1211102
Address of Violation: 1604 RUFF CIR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29053

SPENCER WILLIAM ESTATE
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 hearing to SPENCER WILLIAM ESTATE (Owner on 528 W BARNES ST of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SPENCER WILLIAM ESTATE
Address of Owner: 3870 INNSBROOK DR, MEMPHIS, TN 38115,
Parcel Number: 089F3002700
Address of Violation: 528 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29142

RICHARDSON MEGAN
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 hearing to RICHARDSON MEGAN (Owner on 3064 MOORE AVE of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: RICHARDSON MEGAN
Address of Owner: P O BOX 87, RED BANKS, MS 38661,
Parcel Number: 105D1503500
Address of Violation: 3064 MOORE AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29176

SUMMERLIN PROPERTIES 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 hearing to SUMMERLIN PROPERTIES LLC (Owner on 3271 COUNTRYSIDE DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SUMMERLIN PROPERTIES LLC
Address of Owner: P O DRAWER 67, TUPELO, MS 38802,
Parcel Number: 074C1709000
Address of Violation: 3271 COUNTRYSIDE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29178

SUMMERLIN PROPERTIES 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 hearing to SUMMERLIN PROPERTIES LLC (Owner on HILLRIDGE DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SUMMERLIN PROPERTIES LLC
Address of Owner: P O DRAWER 67, TUPELO, MS 38802,
Parcel Number: 074C1711800
Address of Violation: HILLRIDGE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29177

SUMMERLIN PROPERTIES 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 hearing to SUMMERLIN PROPERTIES LLC (Owner on 3238 COUNTRYSIDE DR of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SUMMERLIN PROPERTIES LLC
Address of Owner: P O DRAWER 67, TUPELO, MS 38802,
Parcel Number: 074C1709800
Address of Violation: 3238 COUNTRYSIDE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/21/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/20/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 29069

MAYHORN STEVEN
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 hearing to MAYHORN STEVEN (Owner on WALKER ST of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MAYHORN STEVEN
Address of Owner: 7863 KENWICK WAY #103, MEMPHIS, TN 38119,
Parcel Number: 089F3004701
Address of Violation: WALKER ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/20/2019 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 08/21/2019, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2018.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
MARKEL WHITTINGTON, Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date



7.12
August 20, 2019

August 8, 2019

Mayor Jason Shelton
Ms. Nettie Davis, Council President
Mr. Travis Beard
Mr. Mike Bryan
Mr. Willie Jennings
Mr. Markel Whittington
Mr. Lynn Bryan
Mr. Buddy Palmer

Mayor Shelton and City Council,

I am requesting the following per diem for the international travel of Jennie Bradford Curlee. She will be participating in a Memphis & Mississippi sales mission August 31 – September 7.

Deal (not listed so using "other") – August 31 – September 1 X \$123 per day = **\$246**
London – September 2 – September 3 X \$183 per day = **\$352**
Manchester - September 4 – September 5 X \$123 per day = **\$246**
Liverpool – September 6 – September 7 X \$183 per day = **\$366**

Total = \$1,210

These rates are based on the U.S. Department of State foreign per diem rates.

Sincerely,

Neal McCoy
Executive Director



tupelo.net

P.O. Drawer 47 • 399 East Main St. • Tupelo, MS 38802 • #MyTupelo

7.13

CITY OF TUPELO, MISSISSIPPI

Solid Waste Collection, Removal, Disposal, and Recycling

2019-015 PW

CONTRACT Effective August 1, 2019

SUBMITTED BY

Waste Management of Mississippi, Inc.

Experience that Counts

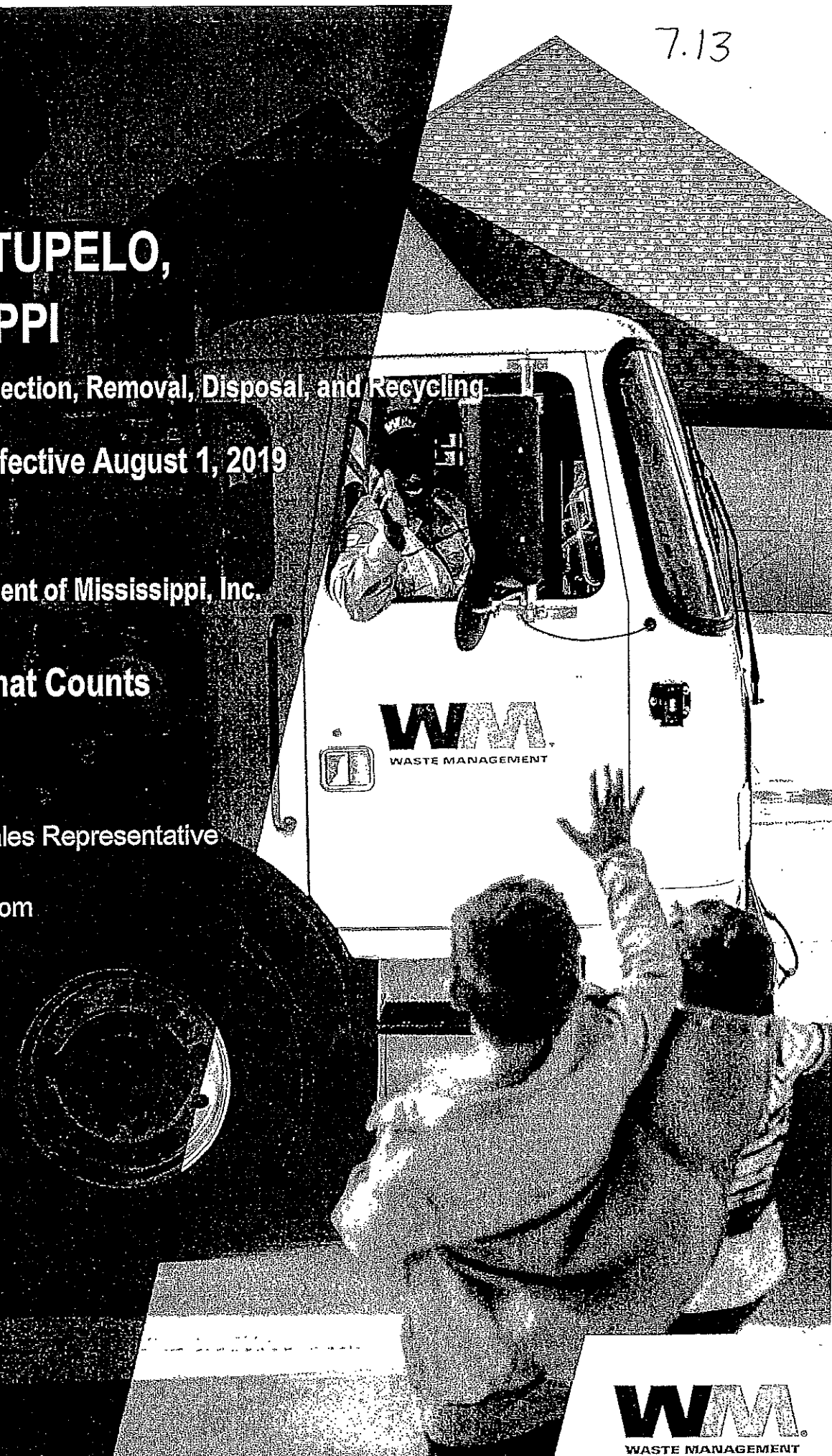
CONTACT

Kerry Howell,

Public Sector Sales Representative

(601) 665-5071

khowell1@wm.com



WM
WASTE MANAGEMENT

**AGREEMENT FOR COLLECTION, DISPOSAL
AND REMOVAL OF SOLID WASTE**

THIS AGREEMENT made and entered into as of the 1st day of August 2019 by and between the CITY OF TUPELO, MISSISSIPPI, a municipal corporation (hereinafter the "City"), and WASTE MANAGEMENT OF MISSISSIPPI, INC., a Mississippi Corporation, having its principal office at 1450 Country Club Drive, Jackson, Mississippi 39209-2573 ("Contractor");

WITNESSETH:

WHEREAS, the City's present agreement for obtaining Solid Waste collection, disposal and removal services will expire on July 31, 2019 and,

WHEREAS, the City publicly issued a request for proposals for such services and advertised such request as provided by law; and,

WHEREAS, Contractor submitted a proposal in response to the request, as did other vendors, and the governing authority of the City thereafter has determined the proposal of Contractor to be the best qualified and acceptable in accordance with law;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are acknowledged, Waste Management and the City do hereby agree as follows:

1.0 DEFINITIONS.

1.1 **City Commercial Site** shall mean all Multi-Unit Residential Establishments and all other City of Tupelo-owned locations at which Solid Waste is deposited for collection in Commercial Containers and for which the City has directed that Contractor's fee for collection be billed to the City. Contractor shall have the exclusive right to collect such waste.

1.2 **Collection Site** shall mean each residence (excluding Multi-Unit Residential Establishments) within the corporate limits of the City and every other building or establishment not covered by a contract with a permitted Contract Hauler (as such term is defined by ordinance) for the collection, removal and disposal of Solid Waste.

1.3 **Commercial Container** shall mean a mechanical front or rear-loading container.

1.4 **Commercial and Industrial Waste** shall mean all Solid Waste generated within the corporate limits of the City other than that properly placed for collection at Collection Sites and City Commercial Sites.

1.5 **Container** shall mean the standard 95-gallon two-wheeled plastic Solid Waste container/cart provided by Contractor to Residential Customers on the date of the Agreement.

1.6 **Designated Holidays** shall mean New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.7 **Environmental Law** shall mean any and all federal, state or local laws, regulations, ordinances, rules, orders, guidelines or policies relating to the environment, health and safety, waste, air and water quality, waste disposal and other environmental matters, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, the Mississippi Solid Wastes Disposal Law of 1974, and the Mississippi Air and Water Pollution Control Law.

1.8 **Hazardous Materials** shall be defined as in Section 17-17-57 of the Mississippi Code of 1972, as amended.

1.9 **Industrial Container** shall mean a mechanical roll-off container.

1.10 **Multi-Unit Residential Establishments** shall mean buildings used as residences and containing more than **eight (8)** dwelling units.

1.11 **Solid Waste** shall mean any and all "solid waste" as defined in Section 17-17-3 of the Mississippi Code of 1972, but excluding Hazardous Materials.

1.12 **Commercial Hand Container** shall mean a Container used for the collection of Solid Waste pursuant to a private contract between a permitted Contract Hauler and the occupant of a building (other than a residence).

1.13 **Disposal Cost Refund** shall mean a fee, payable monthly, computed by multiplying the number of Containers used by Commercial Hand Customers by the sum of Two and 25/100 Dollars (\$2.25). This fee shall be adjusted proportionately to reflect increases or decreases in disposal charges at the Three Rivers Regional Solid Waste Authority.

2.0 TERM OF AGREEMENT.

This Agreement shall be for a term of six (6) years commencing August 1, 2019, and terminating at 11:59 p.m., July 31, 2025. The term of this agreement shall be automatically extended for up to four (4) additional terms of one (1) year each unless one party notifies the other in writing at least one hundred eighty (180) days prior to the expiration of the then current term of its desire to terminate the agreement at the end of the current term.

3.0 SCOPE OF SERVICE.

3.1 **Basic Service.** At least twice each week, Contractor shall, as set out herein, collect, remove and dispose of all Solid Waste and shall at least once every other week, collect, remove and dispose of Recycling placed for removal in accordance with the ordinances of the City at each Collection Site within the corporate limits of the City, as such corporate limits may be fixed from time to time.

3.2 **Schedule of Service.** Contractor will maintain a program of regular and systematic routes and schedules that will provide for collection and removal of Solid Waste and Recycling at each Collection Site and at City Commercial Sites on the same days each week and as nearly as possible at the same time on each day, with there being at least two days intervening between the first collection each week and the second collection. Collection shall not commence in residential areas before 7 a.m. No collection will take place on Designated Holidays. During weeks in which Designated Holidays fall, Contractor shall not be required to make two collections at Collection Sites or City Commercial Sites that would otherwise be scheduled to receive collection service on a Designated Holiday, but shall otherwise adhere to its regular schedule. Contractor shall provide the City with maps and schedules of the collection routes required by this Agreement, shall keep such

information current at all times, and shall service all routes in accordance with the schedules as presented. Contractor may not change routes or schedules without prior approval by the Mayor or his designee. In the event a change in routes and schedules is approved, Contractor shall give written notice to the owner and occupant of each Collection Site or City Commercial Site affected by such change at least two weeks prior to implementation of the change.

3.3 **Special Residential Service.** Contractor, as part of its regular routes and schedule, and at no additional expense to City, shall provide backdoor collection of Solid Waste and Recycling in Containers at residences where an occupant is unable, because of disability certified by a physician and approved by the City, to carry the Container to a curbside location. At locations where Contractor is to provide backdoor collection, Containers shall be easily and readily accessible to Contractor and its employees. At such locations, any Solid Waste and Recycling not placed in Containers shall be placed for collection at curbside by the resident.

3.4 **Transportation and Disposal.** At Contractor's sole cost and expense and unless otherwise directed by the City, Contractor shall transport all Solid Waste collected pursuant to this Agreement (which shall not be construed to include Solid Waste collected by Contractor pursuant to any contract to which the City is not a party) to the Three Rivers Regional Solid Waste Authority landfill in Pontotoc County or to such other substitute disposal site as may be agreed upon by the parties (but only if such agreement does not violate any current contract between the City and the Three Rivers Regional Solid Waste Authority). Contractor shall pay the disposal fees charged by Three Rivers Regional Solid Waste Authority that are in effect as of August 1, 2019 or charged by such other substitute disposal site as may be agreed upon by the parties for Solid Waste collected pursuant to this Agreement from City Commercial Sites, and the City shall pay such disposal fees for all other Solid Waste collected pursuant to this Agreement. If Contractor elects to transport for disposal Solid Waste collected from Collection Sites pursuant to this Agreement together with Solid Waste collected from Commercial Hand Containers, Contractor shall pay to the City the Disposal Cost Refund on Solid Waste collected from Commercial Hand Containers. At Contractor's sole cost and expense and unless

otherwise directed by the City, Contractor shall transport all Recycling collected pursuant to this Agreement to Tupelo Recycling or to such other site as may be agreed to between the parties.

3.5 **Emergency Service.** The collection of additional volumes of waste generated by emergency conditions, including, but not limited to severe weather such as hurricanes, tornados, ice storms, etc., is not included in the rates set forth in this Contract. In the event the City is impacted by such weather or other emergency conditions, and the City desires to retain Contractor to provide storm clean-up services, Contractor shall work with the City to provide additional crews of employees for the collection and disposal of the additional volume of waste caused by the storm or other emergency condition at rates to be negotiated in good faith by the parties, but which rates shall not exceed \$250.00 per hour per three man crew.

3.6 **Services to Government.**

(a) At the request of the City, Contractor will provide, at no charge, appropriate waste containers at least six times per year as directed by the City.

(b) Contractor will provide, at no charge and as directed by the City, special residential and container service to support cleanup and beautification campaigns four times each year,

(c) At all times, Contractor will provide and maintain, at no charge, one Commercial Container as a community convenience center at a location to be designated by the City,

(d) Contractor will dispose of Solid Waste deposited in containers described in subparagraphs 3.6 (a), (b) and (c), as provided in Paragraph 3.4. Contractor will pay the cost of transporting such Solid Waste to the disposal site, and City will pay the disposal fees.

3.7 **Containers.** Contractor shall provide, at no charge, one Container to each residence within the corporate limits of the City, and shall replace, at no charge, each such container that becomes unusable as the result of ordinary wear and tear (but the owner of a residence shall pay the cost of replacing a Container that is lost, stolen or destroyed unless a police report is filed and presented to Contractor). Contractor shall provide service to Containers at each Collection Site other than residences at the same rate as the rate charged for residential Containers. The City may use

residential Containers at Multi-Family Units which consist of eight (8) or less units.

3.8 **Yard Waste.** Contractor shall not be required to collect and remove tree limbs, brush, leaves, clippings and other yard waste from Collection Sites that are not residences. Contractor shall not be required to collect and remove tree limbs and brush more than two inches in diameter. At Collection Sites that are residences, Contractor shall be required to collect and remove leaves, clippings and brush, but only if placed at curbside in bags, boxes or other containers or, in the case of brush not more than two inches in diameter, not more than five feet long, and not more than one cubic yard in volume, tied in a bundle or placed in a container.

4.0 **COMPLAINTS ABOUT SERVICE: LIQUIDATED DAMAGES.**

4.1 **Speedy Resolution.** Any complaint received by the Contractor from a person receiving services under this Agreement shall be resolved by the Contractor within twenty-four (24) hours, except in instances where a complaint is received on the day preceding a Designated Holiday or the weekend, and in such instances, the complaint shall be satisfied on the next following work day.

4.2 **Disputed Matters.** If a dispute arises between a person receiving services under this Agreement and Contractor regarding Contractor's obligation to remove Solid Waste and Recycling under certain circumstances, Contractor shall remove the Solid Waste and Recycling unless, in Contractor's opinion, it contains hazardous materials or hazardous waste or the request is extremely unreasonable. Contractor shall immediately report any such dispute to the Mayor or his designee for settlement. The decision of the Mayor or his designee shall be binding.

4.3 **Reports.** Contractor shall provide to the City, upon the request of the City, a weekly report (on a form approved by the City) of all complaints and the disposition of each complaint. Contractor's complaint records shall be available for City inspection at all times during regular business hours.

4.4 **Liquidated Damages.** Failure by Contractor to resolve complaints within the time specified in Paragraph 4.1 shall constitute a non-conformance of this Agreement, and City shall have the authority to deduct from payments due Contractor the following amounts as liquidated damages:

((a) Failure to remove Solid Waste and Recycling within 24 hours after a complaint - \$100.00 for each failure.

(b) Failure to clean up Solid Waste and Recycling spilled by the Contractor within 24 hours after notification - \$100.00 for each instance.

(c) Failure to collect Solid Waste and Recycling on the scheduled day from 20 or more Collection Sites during any day - \$200.00 for every 10 Collection Sites missed. Such liquidated damages shall be deducted by the City from the monthly payments due to Contractor, and the City shall provide Contractor with information detailing the basis for the deduction. City's administrative decision to deduct liquidated damages may be appealed in writing to the City Council within seven days after receipt by Contractor of notice of the deduction, and the decision of the City Council shall be final.

5.0 COMPLIANCE WITH LAWS: PURPOSE OF AGREEMENT.

(Contractor will at all times comply with all applicable laws and regulations. It is the intent and purpose of this Agreement that Contractor will assure the efficient, healthful, environmentally sound, economic and aesthetic operation of Solid Waste and Recycling collection and disposal service for citizens of the City.

(**6.0 RECYCLING.** Contractor agrees to cooperate fully with the City in its operation of a recycling program if requested by the City and agreed to by the parties. Contractor agrees to provide one 18-Gallon Recycle Bin for each household unit as requested. Contractor agrees further to commit to providing up to one hundred (100) 96-Gallon Recycle Carts per year, for the term of this contract, as requested by City. Waste Management reserves the right, upon notice, to reclassify materials as Non-recyclables if there is no commercially viable market (i.e., has a negative value after applying processing, transportation and marketing costs). Waste Management may dispose/landfill materials which are deemed Non-recyclables. Contractor may request from the City, an increase in compensation, when increased costs for recycling are incurred by Contractor, upon presenting documentation of those increased costs. Requests will be considered by City and shall not be unreasonably withheld.

7.0 PROVISION OF COMMERCIAL AND INDUSTRIAL SERVICES.

7.1 Guarantee of Service. As an integral part of this Agreement, and to insure that Solid Waste and Recycling collection, removal and disposal service will at all times be available to commercial and industrial establishments within the corporate limits of the City, Contractor will obtain and at all times maintain a permit for the collection, disposal and removal of Commercial and Industrial Waste. The terms of service to commercial and industrial establishments shall be subject to agreement between the individual commercial or industrial customer and Contractor.

7.2 City as Customer. Contractor will place Commercial Containers, in such number and of such size as may be determined by the City, at each Multi-Unit Residential Establishment for deposit of Solid Waste and Recycling by residents of such Multi-Unit Residential Establishments. Contractor will place Commercial Containers at each location listed on **Exhibit "B"** attached hereto. The locations listed on **Exhibit "B"** are the Multi-Unit Residential Establishments. Contractor will place Commercial Containers at each location listed on **Exhibit "C"** attached hereto. The locations listed on **Exhibit "C"** are the entities listed as Governmental Customers. Locations listed on Exhibit B and Exhibit C shall together be referred to herein as "City Commercial Sites." Contractor will provide collection, removal and disposal services for Solid Waste and Recycling placed at City Commercial Sites and such services shall be provided in the manner required for Collection Sites and at such frequency as the City may direct. For such services, City will pay Contractor according to the rates set forth on **Exhibit "A"**. In the event disposal charges at the Three Rivers Regional Solid Waste Authority Landfill increase, the rates for service to City Commercial Sites shall be increased proportionately and contemporaneously. These rates also shall be subject to the CPI-WST adjustments described in Section 12.0 herein. These rates shall not be adjusted due to changes in the cost of fuel or environmental costs to Contractor.

8.0 PERFORMANCE BOND. Upon execution of this Agreement, Contractor shall enter into a performance bond with a surety company qualified to do business in the State of Mississippi in the amount of Three Million Dollars (**\$3,000,000**) naming the City as obligee and conditioned upon the Contractor faithfully performing all of the terms and conditions of this Agreement.

9.0 INDEMNITY CLAUSE. Contractor does hereby agree to indemnify and hold City harmless from and against any claims, actions, suits, causes of action, demands, fines, penalties, damages, costs, assessments and fees of any kind whatsoever, including court costs and reasonable attorneys' fees, arising out of or related to Contractor's operations under this Agreement, including, without limitation, any claims for any violation of any Environmental Law or any claim for cost recovery under any Environmental Law but excepting claims arising out of the City's negligent acts or omissions or willful misconduct or resulting from the acts or failures to act of the Three Rivers Regional Solid Waste Authority, including its service contractors or agents.

10.0 RIGHTS UNDER CERTAIN CIRCUMSTANCES.

10.1 Contractor's Termination Right. If during the term hereof, Section 23.5-12(c) or (d) of the Code of Ordinances of the City of Tupelo shall be amended, Contractor shall have the right to terminate this Agreement by giving the City notice in writing at least 180 days prior to the date such termination is to be effective and no more than ninety (90) days after the effective date of the amendment to such ordinance.

10.2 City's Purchase Right. In the event of cancellation of this Agreement as a result of a default by the Contractor in the performance of this Agreement, the City shall have the right to purchase any or all of the equipment which the Contractor is using to perform Solid Waste collection services within the corporate limits of the City. The purchase price for the equipment will be the fair market value of the equipment. This right shall become void if not exercised by the City within thirty (30) days following the cancellation of this Agreement.

11.0 EQUIPMENT.

11.1 **Maintenance.** Contractor will maintain each piece of equipment, including, without limitation, vehicles and Containers, that it uses within the corporate limits of the City for Solid Waste and Recycling collection, removal or transportation (whether under this Agreement or pursuant to agreements between Contractor and generators of Commercial or Industrial Waste) in a physically sound, clean, sanitary and painted manner at all times. Contractor will have available at all times sufficient spare vehicles and Containers to insure efficient, prompt and orderly collection of Solid Waste and Recycling within the corporate limits of the City.

11.2 **Markings.** Contractor's equipment shall be painted uniformly and shall be marked with the name of the Contractor, and in the case of vehicles shall be marked with Contractor's name and a vehicle identification number.

11.3 **Inspections.** The City reserves the right to inspect all items of equipment used by Contractor within the corporate limits of the City at any time the City desires during normal business hours of Contractor. The City will notify Contractor of any equipment that it determines is in unsatisfactory condition and Contractor will correct such deficiencies as soon as reasonably practicable.

12.0 COMPENSATION. The City will pay to Contractor the sum of Fourteen and 12/100 dollars (**\$14.12**) per month per Collection Site, including recycling. The City will pay Contractor in accordance with Section 7.2 for Contractor's services to City Commercial Sites. **All rates as stated in this agreement shall be effective October 1, 2019. The rate to be paid for residential services for the months of August 2019 and September 2019 shall be the current rate of \$13.42, and the commercial rates for the months of August 2019 and September 2019 shall be as defined in the current commercial account pricing matrix.** Contractor will invoice the City by the 1st day of each month for amounts due under this paragraph for services performed for the previous month. Payment by the City to the Contractor will be made on or before the 20th day of the month following the

month in which services covered by the invoice were rendered. These rates shall not be adjusted due to changes in the cost of fuel or environmental costs to Contractor. The rates for service to Collection Sites and City Commercial Sites shall be adjusted annually on the anniversary date of this Contract by the increase or decrease in the Consumer Price Index for Water, Sewer, and Trash (CPI-WST) -Not Seasonally Adjusted, All Areas, as published by the Bureau of Labor Statistics, U.S. Department of Labor; provided, however, no single annual increase shall exceed four percent (4.0%), nor shall any increase be less than two (2.0%). In the event the Bureau of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

13.0 EMPLOYEE ATTIRE. Contractor's employees shall be neat in appearance and be required to wear a clean uniform bearing Contractor's name and the employee's name.

14.0 CONTRACTOR'S FACILITIES. Contractor shall provide at its own expense operational facilities inside the corporate limits of the City adequate to accommodate all the operations of Contractor required in performing this Agreement, including, at a minimum:

(a) **General Office** - Contractor shall provide an office area which will be open for business Monday through Friday from 8:00 a.m. to 5:00 p.m. This office shall be manned with a minimum of one person during working hours. The office shall be maintained in an orderly and neat condition and shall be so located and so arranged to allow easy access by the public.

(b) **Equipment Storage Compound** - Contractor shall provide as a minimum an area large enough to accommodate the storage of all equipment used in its operations and shall maintain this facility in a neat manner.

(c) **Employee Facilities** - Contractor shall also provide adequate facilities to accommodate employees, such as employee lounge, or whatever type facilities the Contractor determines best for its employees.

(d) **Other Facilities** - Contractor shall, at its discretion, provide such other facilities as

may be determined necessary in carrying out its operation under this Agreement. Any additional facility provided for by the Contractor shall be neat in appearance and kept properly maintained by the Contractor at all times.

15.0 IDENTIFICATION OF FACILITIES. Contractor shall identify all facilities operated by the Contractor by a sign large enough to be seen by the public and which includes the Contractor's name, mailing address and telephone number.

16.0 TELEPHONE EQUIPMENT. Contractor shall provide adequate telephone service for communication by the public with as many telephone lines as the City may determine are needed to service the public adequately.

17.0 MOBILE RADIO EQUIPMENT. Contractor will be required to install mobile two-way radio equipment in all collection vehicles and at its general office.

18.0 CUSTOMER COUNT. The initial count for Residential Collection Sites shall be **13,634**. The City may at any time during the term of this Agreement, by written notice to the Contractor, request a joint count of the number of Containers in use and/or of the number of Collection Sites. Within thirty (30) days from the date of such notice, the City and the Contractor shall together conduct such a joint count, and the result thereof shall fix the number of Containers for which the City is invoiced under this Agreement until such time as that number is amended by Contractor as provided herein or by subsequent joint count.

Contractor shall have the right at any time during the term of this Agreement to amend the Contractor's statement of the number of Containers in use. Contractor must give the City thirty (30) days' written notice prior to the effective date of any amended statement of the number of Containers. An amended statement of the number of Containers shall not be filed by the Contractor within a period of thirty (30) days following the effective date of any joint count of the number of Containers conducted under the procedures set forth above.

The City may at any time during the term of this Agreement, by written notice to the Contractor,

request a joint count of the number of Customers being served by Contractor using Commercial Hand Containers. Within thirty (30) days from the date of such notice, the City and the Contractor shall together conduct such a joint count, and the result thereof shall fix the number of Commercial Hand Containers for which the Contractor pays the Disposal Cost Refund to the City.

19.0 WORKMEN'S COMPENSATION INSURANCE. Contractor will provide and maintain during the life of this Agreement workmen's compensation insurance in accordance with the laws of Mississippi, and a certificate thereof shall be filed with the Mayor of the City by the insurance carrier showing such insurance to be in full force at all times.

20.0 INSURANCE. Contractor shall at all times maintain in full force and effect employer's liability, public liability, automobile liability and property damage insurance, including contractual liability coverage for the indemnity provided in Section 9.0, with coverage provided by insurers qualified to do business in Mississippi and acceptable to the City and with limits hereinafter set out and, where appropriate, a waiver of subrogation in favor of the City. Each policy shall list the City as an additional named insured and shall provide that it may not be cancelled or otherwise terminated without at least thirty (30) days' prior written notice to City. Contractor shall furnish certificates or other evidence satisfactory to the City that such insurance is in force in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Excess Umbrella Liability	\$5,000,000 each occurrence
Employer's Liability	\$1,000,000 \$1,000,000 each occurrence
Bodily Injury Liability except automobile	\$3,000,000 aggregate \$500,000 each occurrence
Property Damage Liability	\$500,000 aggregate \$1,000,000 each person
Automobile Bodily Injury Liability	\$5,000,000 each occurrence

Should Contractor fail to provide or maintain any of the above listed insurance coverage in the amounts shown, the City may secure the same and deduct the premiums and any other costs from any sums due the Contractor under this Agreement.

21.0 FORCE MAJEURE. From and after the date of this Contract, the Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor, including, but not limited to acts of God, war, fire, explosion, severe weather or changes in law. Contractor shall make all reasonable efforts to resume service as expeditiously as possible.

22.0 DEFAULT. The City will permit Contractor at least five (5) days after receipt of written notice of default in which to remedy any default by Contractor under this Agreement prior to the City taking any action based on such default. If the Contractor fails to collect and remove Solid Waste and Recycling as provided herein for a period in excess of five (5) consecutive days, or fails to perform its material duties in a satisfactory manner in accordance with this Agreement for a similar period, the City may (provided such failure is not due to an event of force majeure) at its option, after twenty-four (24) hours' written notice to Contractor, take over and operate any or all of the Contractor's equipment used in the performance of this Agreement and perform this Agreement until Contractor's default is resolved and Contractor is again able to carry out its operation under this Agreement; and all expenses incurred by the City in so doing may be deducted by it from any compensation owed to the Contractor hereunder.

During such period, the liability of the City to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.

Provided, however, if Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, the City shall give notice to Contractor and to the surety and shall then be free to contract with any other person or entity to perform Contractor's duties hereunder, but such action by

the City shall not release the Contractor or its surety from liability to the City for breach of this Agreement.

23.0 SUBLETTING OF AGREEMENT. The Agreement or any portion thereof shall not be sublet by the Contractor except with the prior written consent of the City. No such consent will be construed as making the City a party of or to such subcontract or subject the City to any liability of any kind to any subcontractor. No subcontractor shall under any circumstances relieve the Contractor of its liability and obligations under this agreement.

24.0 ASSIGNMENT OF AGREEMENT. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor, except to an affiliated company of equivalent financial stability with Contractor and that assumes Contractor's obligations in this Agreement and its permit with the City, without the express written consent of the City. In the event of any assignment, the assignee shall assume the complete liability of the Contractor.

25.0 NOTICES. All notices given hereunder shall be in writing sent via certified mail, return receipt requested, and shall be deemed given when received and addressed as follows:

If to the City:

City of Tupelo
Box 1485
Tupelo, Mississippi 38801
Attention: Don Lewis, Chief Operations Officer

If to the Contractor:

Waste Management of Mississippi Inc.
382 Galleria Parkway, Suite 107
Madison, Mississippi 39110

and

Waste Management Southern Group Office
1850 Parkway Place, Suite 600
Marietta, GA 30067
Attention: Group General Counsel

26.0 AMENDMENTS. This Agreement, subject to the ordinances and regulations referred to above, constitutes the entire agreement between the parties hereto; any addition, alteration, modification or amendment of this Agreement shall not be valid unless and until reduced to writing and executed by the City and by the Contractor.

27.0 SAVINGS CLAUSE. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

WITNESS the signatures of the parties on this the _____ day of _____ 2019

WASTE MANAGEMENT OF MISSISSIPPI, INC.

BY: _____

THE CITY OF TUPELO, MISSISSIPPI

BY: _____

JASON L. SHELTON, MAYOR

ATTEST:

BY: _____

ATTEST:

BY: _____

APPROVED BY:

BY: _____

TUPELO CITY COUNCIL

EXHIBIT "A"

PRICE PROPOSAL 1: Only residential customer-multi-unit customers (more than eight units) and current government sector customers (Current City Commercial Sites)

Contractor agrees to provide Commercial Hand Pick-up services at the following rates:

\$ 18.98	per residential unit	(1) 96-gallon cart
\$ 37.29	per residential unit	(2) 96-gallon carts
\$ 55.93	per residential unit	(3) 96-gallon carts
\$ 74.57	per residential unit	(4) 96-gallon carts
\$ 93.22	per residential unit	(5) 96-gallon carts
\$ 111.86	per residential unit	(6) 96-gallon carts

Contractor agrees to provide FEL services at the following rates:

Commercial Matrix Rates

EFFECTIVE 8/1/2019

Size ↓ / Feq →	1	2	3	4	5	6
2	\$ 55.58	\$ 107.83	\$ 159.59	\$ 212.25	\$ 265.31	\$ 318.37
4	\$ 77.33	\$ 150.02	\$ 222.03	\$ 295.30	\$ 369.13	\$ 442.96
6	\$ 99.08	\$ 192.22	\$ 284.48	\$ 378.36	\$ 472.95	\$ 567.54
8	\$ 120.83	\$ 234.41	\$ 346.93	\$ 461.41	\$ 576.77	\$ 692.12

Contractor agrees to provide Compactor / Open top services at the following rates, per Exhibit "B":

		<u>Rent</u>	<u>Haul</u>	<u>Disposal</u>
Nathaniel Place Apts	1 35 yard Compactor	0	250.00	38.00
Pines at Barnes Crossing	1 30 yard Compactor	540.00	295.00	38.00
Mill at McCullough	1 30 yard Compactor	540.00	295.00	38.00

EXHIBIT "A"

PRICE PROPOSAL 2. Grand Ole Oaks and Chesterville Gardens without the benefit of front-loading or rear-loading containers for collection and removal (Current collection method).

Contractor agrees to provide Residential rear-load residential waste collection services with 96-gallon carts at the following rates.

\$ 14.12 per residential unit (1) 96-gallon cart

EXHIBIT "A"

Price Proposal 3. Price and plan to transition Grand Ole Oaks and Chesterville Gardens to front-loading or rear-loading containers for collection and removal (Conforming these to multi-unit/apartment actual collection method).

Contractor agrees, if City chooses this option, to provide commercial FEL collection services at the following rates.

Commercial Matrix Rates

EFFECTIVE 8/1/2019

Size ↓ / Freq →	1	2	3	4	5	6
2	\$ 55.58	\$ 107.83	\$ 159.59	\$ 212.25	\$ 265.31	\$ 318.37
4	\$ 77.33	\$ 150.02	\$ 222.03	\$ 295.30	\$ 369.13	\$ 442.96
6	\$ 99.08	\$ 192.22	\$ 284.48	\$ 378.36	\$ 472.95	\$ 567.54
8	\$ 120.83	\$ 234.41	\$ 346.93	\$ 461.41	\$ 576.77	\$ 692.12

EXHIBIT "A"

Price Proposal 4. Price by container and pick-up frequency for additional government sector sites.

Contractor agrees to provide FEL for Current and Additional Government Sector Site waste collection services at the following rates

Government Sector Sites Matrix Rates

EFFECTIVE 8/1/2019

Size ↓ / Freq →	1	2	3	4	5	6
2	\$ 55.58	\$107.83	\$ 159.59	\$ 212.25	\$ 265.31	\$ 318.37
4	\$ 77.33	\$ 150.02	\$ 222.03	\$ 295.30	\$ 369.13	\$ 442.96
6	\$ 99.08	\$ 192.22	\$ 284.48	\$ 378.36	\$ 472.95	\$ 567.54
8	\$ 120.83	\$ 234.41	\$ 346.93	\$ 461.41	\$ 576.77	\$ 692.12

Contractor agrees to provide Compactor / Open-top for Current Government Sector Site waste collection services at the following rates, per Exhibit "C":

		<u>Rent</u>	<u>Haul</u>	<u>Disposal</u>
Bancorpsouth Arena Recycle	1 20-yard Open top	100.00	150.00	60.00
Bancorpsouth Coliseum	1 30-yard Compactor	330.00	295.00	38.00
TUP – Metro Fuel Center	2 40-yard Open tops	75.00	180.00	38.00
Tupelo Park & Rec – Ballard	1 30-yard Open top	75.00	180.00	38.00
Tupelo Park & Rec – Veterans	1 30-yard Open top	75.00	180.00	38.00

Contractor agrees to provide Compactor / Open-top for Additional Government Sector Site waste collection services at the following rates

	<u>Rent</u>	<u>Haul</u>	<u>Disposal</u>
Compactor	TBD	295.00	38.00
20 yard Open top	75.00	180.00	38.00
30 yard Open top	75.00	180.00	38.00
40 yard Open top	75.00	180.00	38.00

AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING

BETWEEN

TUPELO PUBLIC SCHOOL DISTRICT
AND
TUPELO POLICE DEPARTMENT

REGARDING THE

SCHOOL RESOURCE OFFICER PROGRAM

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MEMORANDUM OF UNDERSTANDING

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

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

WHEREAS, the parties agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. RESPECT FOR THE RIGHTS OF STUDENTS

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

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

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

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

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

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

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

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

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

20. Police Investigation and Questioning.

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

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

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

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

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

IV. RELEASE OF STUDENT INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. ARREST PROCEDURES

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

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

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

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

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

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

VI. ACCOUNTABILITY

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

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

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

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

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

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

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

VII. MINIMUM SRO TRAINING REQUIREMENTS

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

- a. Child and adolescent development and psychology;

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

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

- d. Cultural competency.

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

VIII. PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

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

IX. STRUCTURE AND FUNDING FOR SRO PROGRAM

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

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

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

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

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

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

39. TPSD currently provides five (5) SRO officers and the SLS to TPSD. TPSD will provide annually the sum of \$189,759.00, one-half payable beginning July 1, 2019 and one-half payable December 31, 2019, and thereafter on said dates, subject to this provision remaining in effect and subject to any written modifications between the parties. The purpose of these payments will be

to reimburse the salaries and a portion of other costs of the SRO program associated with TPD providing three (3) additional SRO officers. TPD acknowledges that the amounts paid by TPSD may not cover all of the costs other than salaries associated with the three (3) additional officers. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce or expand the parties' mutual obligations.

X. CERTIFICATION REGARDING CRIMINAL CONVICTIONS

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

XL DURATION OF MOU

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

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

Signed on this 17th of April, 2019.



Robert J. Picou, Ph.D, Superintendent



Jason Shelton, Mayor

7.15

**RESOLUTION APPROVING CONVEYANCE OF REAL PROPERTY TO TUPELO
AUTO MUSEUM, INC. PURSUANT TO LEASE PURCHASE AGREEMENT**

WHEREAS, the City of Tupelo (the "City") and the Tupelo Redevelopment Agency ("TRA") entered into a Development Agreement, dated December 19, 2000, with Tupelo Auto Museum, Inc. (the "Museum") for the development of a facility to house the automobile museum; and

WHEREAS, pursuant to said Development Agreement, TRA, on behalf of the City, purchased certain real property and the building thereon from the Museum; and

WHEREAS, the City and TRA entered into a Lease Purchase Agreement, dated December 19, 2000, with the Museum, which contained an option for the Museum to purchase the real property from the City and TRA upon the expiration of the term of the Lease Purchase Agreement for a contract price of Five Hundred Dollars (\$500.00); and

WHEREAS, after an auction of the automobiles belonging to the Museum, the Museum has prepaid to the City the amount of \$1,471,082.65, which equals the sum of all payments due and owing under the Lease Purchase Agreement between the parties and the 2011 Amendment thereto; and

WHEREAS, on June 28, 2019, together with its tendering of the check in the above amount, the Museum provided the City with written notice of the Museum's intent to exercise the purchase option under the Lease Purchase Agreement for the contract price of \$500.00; and

WHEREAS, on August 5, 2019, the Museum tendered to the city a check in the amount of \$500.00, which it has requested the City hold in trust until the Chairman of TRA executes a warranty deed conveying the real property to the Museum.

IT IS THEREFORE RESOLVED by the Mayor and City Council of the City of Tupelo as follows:

1. The City of Tupelo hereby acknowledges and accepts the Museum's prepayment of all principal and interest due and owing under the Lease Purchase Agreement and the 2011 Amendment thereto.

2. The Chairman of Tupelo Redevelopment Agency, on behalf of the City of Tupelo, is hereby authorized to execute a warranty deed conveying the real property, as described in Exhibit "A" hereto, to the Museum pursuant to the terms of the Lease Purchase Agreement.

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

Council Member Whittington	_____
Council Member Beard	_____
Council Member Davis	_____
Council Member M. Bryan	_____
Council Member L. Bryan	_____
Council Member Jennings	_____
Council Member Palmer	_____

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Council on this, the _____ day of _____, 2019.

CITY OF TUPELO, MISSISSIPPI

By: _____
TRAVIS BEARD, City Council President

ATTEST:

AMANDA DANIEL, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

PREPARED BY AND RETURN TO: Mitchell, McNutt & Sams, P.A.
Attention: J. Aaron Spearman
MSB# 105028
P. O. Box 7120
Tupelo, MS 38802-7120
(662) 842-3871

INDEXING INSTRUCTIONS:

Northwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

WARRANTY DEED

GRANTOR:

TUPELO REDEVELOPMENT AGENCY,
on behalf of the City of Tupelo, Mississippi
71 E Troy St.
Tupelo, MS 38804
(662) 841-6513

GRANTEE:

TUPELO AUTO MUSEUM, INC.
P. O. Box 3477
Tupelo, MS 38803
(662) 842-4242

In consideration of \$10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TUPELO REDEVELOPMENT AGENCY**, an urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi, on behalf of the City of Tupelo, Mississippi ("Grantor") does by these presents, grant, bargain, sell, convey and warrant unto **TUPELO AUTO MUSEUM, INC.** a Mississippi nonprofit corporation, ("Grantee"), the following described real property, lying and being in Lee County, Mississippi, to to-wit:

Pappas Tract 1:

Commencing at a point where the West boundary of the East half of the Northwest Quarter of Section 32, Township 9 South, Range 6 East, intersects the north right of way line of U.S. Highway 78, this point being 75 feet at right angle from the center of said highway as shown by plat of Allen-Long-Brunson Industrial Area Survey as recorded in Plat Book No. 2, Chancery Clerk's Office, Lee County, Mississippi, and run thence North along the West line of the East half of said Northwest Quarter 285.3 feet to a point on the North line of First Street; thence South 89 degrees 40 minutes East along the North line of First Street 239.15 feet; thence North 0 degrees 20 minutes East 193.85 feet for a point of beginning; thence South 89 degrees 40 minutes East 200 feet; thence North 0 degrees 20 minutes East 193.85 feet to the South line of Jefferson Street; thence North 89 degrees 34 minutes West along the South Line of Jefferson Street 200 feet; thence South 0 degrees 20 minutes West 193.85 feet to the point of beginning. Being part of Allen-Long-Brunson Industrial Survey. Situated in the Northwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

This conveyance is subject to one half of a 15 foot easement to an open ditch on the South side of above described property.

Pappas Tract 2:

Commencing at a point where the West boundary of the East half of the Northwest Quarter of Section 32, Township 9 South, Range 6 East intersects the North right of way line of U.S. Highway No. 78, this point being 75 feet at right angle of the center line of said highway; thence run North along said 80 acre line 285.3 feet to a point on the North line of First Street; thence South 89 degrees 40 minutes East along the North line of First Street 439.15 feet for a point of beginning; thence North 0 degrees 20 minutes East 193.85 feet; thence South 89 degrees 40 minutes East 200 feet to the West line of Bill Ennis property; thence South 0 degrees 20 minutes West 193.85 feet to the North line of First Street; thence North 89 degrees 40 minutes West along the North line of First Street 200 feet to the point of beginning, being part of the Allen-Long-Brunson Industrial Area Survey as same is recorded in Plat Book No. 2, in the Chancery Clerk's Office, Lee County, Mississippi and situated in the Northwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

This conveyance is subject to one half of a 15 foot easement to an open ditch on the South side of above described property.

Goodman Tract:

Commencing at a point where the West boundary of the East half of the Northwest Quarter of Section 32, Township 9 South, Range 6 East intersects the North right-of-way line of U. S. Highway No. 78; this point being 75 feet at right angle from the center of said highway as shown by plat of Allen-Long-Brunson Industrial Area Survey as recorded in Plat Book No. 2, Page 53, Chancery Clerk's office, Lee County, Mississippi; and run thence North along the West line of the East half of said Northwest Quarter 285.3 feet to a point on the North line of First Street; thence South 89 degrees 40 minutes East along the North line of First Street 239.15 feet for a point of beginning; thence North 0 degree 20 minutes East 193.85 feet; thence South 89 degrees 40 minutes East 200 feet; thence South 0 degree 20 minutes West 193.85 feet to the North line of First Street; thence North 89 degrees 40 minutes West along the North line of First Street 200 feet to the point of beginning. Being part of the Allen-Long-Brunson Industrial Survey. Situated in the Northwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

This conveyance is subject to one-half of a 15 foot easement to an open ditch on the North side of the above described property.

Spain Tracts:

TRACT 1:

Commencing where the West line of the East one-half of the Northwest Quarter of Section 32, Township 9 South, Range 6 East, intersects the North right-of-way line of U.S. Highway No. 78, and run North for 156 feet to the Southwest corner of the Allen-Long-Brunson Industrial area as shown by plat recorded in Plat Book 2 at Page 53A of the records of Maps and Plats on file in the office of the Chancery Clerk of Lee County, Mississippi; thence run North for 129.3 feet to the point of beginning, said point being the intersection of the North right-of-way line of First Street with the East right-of-way line of Elizabeth Street; thence run East along and with the North line of First Street for 239.15 feet to the Southwest corner of the lot conveyed to Sam Lumpkin by deed of record in Book 579 at Page 171 of Lee County, Mississippi Land Records; thence run North 0 degrees 20 minutes East 193.85 feet along the West boundary of the said Lumpkin lot to the Southwest corner of a lot conveyed to Eugene C. Brock by deed recorded in Book 676 at Page 379 of Lee County, Mississippi Land Records; thence North 0 degrees 20 minutes West 193.85 feet along the West boundary of the said Brock lot to the South line of Jefferson Street; thence run West along the South line of Jefferson Street 238 feet, more or less, to a point due north of the point of beginning; thence run South 387.7 feet to the point of beginning. Lying and being in the Northwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

TRACT 2:

Commencing at a point where the West boundary of the East Half of the Northwest Quarter, Section 32, Township 9 South, Range 6 East, intersects the North right-of-way line of U.S. Highway No. 78, this point being 75 feet at right angle from the center of said highway, as shown by plat of Allen-Long-Brunson Industrial Area Survey as recorded in Plats Book No. 2, Page 53A, Chancery Clerk's Office, Lee County, Mississippi, and run thence North along the West line of the East Half of said Northwest Quarter 285.3 feet to the North line of First Street; thence South 89 degrees 40 minutes East along the North line of First Street 439.15 feet; thence North 0 degrees 20 minutes East 193.85 feet for a point of beginning; thence South 89 degrees 40 minutes East 200 feet to the West line of Bill Enis property; thence North 0 degrees 20 minutes East along the West line of Enis property 193.84 feet to the South line of Jefferson Street; thence North 89 degrees 34 minutes West along the South line of Jefferson Street 200 feet; thence South 0 degrees 20 minutes West 193.85 feet to the point of beginning. Being part of the Allen-Long-Brunson Survey. Situated in the Northwest Quarter of Section 32, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

This conveyance is subject to on-half of a 15 foot easement to an open ditch on the South side of above described property.

TRACT 3:

Commencing at a point in the center of Old Highway 78, which point is 45 feet West of the West end of the concrete bridge which was over Town Creek Drainage Canal as said bridge was located on said Old Highway 78, thence run North to an iron stake on the North right-of-way line of New Highway 78, thence run West along said North right-of-way line 100 feet to the Southwest corner of the property now owned and occupied by Tillman Ewing, d/b/a Ewing Gas Company, and also being the Northeast corner of the intersection of U.S. Highway 78 and proposed Taylor Street, thence run North along the East line of proposed Taylor Street 100 feet, thence run West parallel with the North right-of-way line of U.S. Highway 78, 25 feet to the center of proposed Taylor Street, thence run North 0 degrees 15 minutes East with the center of proposed Taylor Street 158.3 feet to the center of the intersection of proposed Taylor Street and proposed First Street Extension, thence run North 89 degrees 40 minutes West along the center of proposed First Street Extension 425 feet, thence in a northerly direction with an exterior angle to the right 90 degrees and 5 minutes, 25 feet to the North line of proposed First Street Extension for a point of beginning, thence continuing in the same northerly direction 387.7 feet to the South line of proposed Jefferson Street extension, thence running in an easterly direction along the South line of proposed Jefferson Street extension to the intersection of the South line of proposed Jefferson Street extension with West line of proposed Taylor Street, thence run in a southerly direction with the West line of proposed Taylor Street to

the intersection of said West line of proposed Taylor Street with the North line of proposed First Street Extension, thence run in a Westerly direction with the North line of proposed First Street Extension to the point of beginning. Lying and being in the Northwest Quarter of Section 32, Township 9, Range 6, City of Tupelo, Lee County, Mississippi.

LESS AND EXCEPT a 150 foot easement to the Tennessee Valley Authority across the above described property as said easement is recorded in the Deed Records of Lee County, Mississippi.

LESS AND EXCEPT all property previously conveyed to Standard Oil Company (incorporated in Kentucky) by Warranty Deed dated August 10, 1965 and recorded in Book 744 at Page 264-265 of the land records of Lee County, Mississippi.

It is intended to describe in Tract 3 a tract of property bounded on the South by the North line of First Street; on the West line by property owned by Tupelo Redevelopment Agency, formerly owned by Jimmy Pappas and by property owned by Frank K. Spain d/b/a Microwave Service Company; on the North by the South line of East Jefferson Street and on the East by Highway No. 45 bypass and being described as Parcel 19 on tax map 89L.

THIS CONVEYANCE AND WARRANTY IS MADE SUBJECT TO THE FOLLOWING:

1. Mineral reservations and conveyances, if any, by prior owners.
2. All rights-of-way and easements for public roads/streets and public utilities.
3. All easements, restrictions, and restrictive covenants, if any, of record.
4. Terms and conditions of the zoning ordinance of the City of Tupelo or Lee County, if any.

WITNESS the signature of the Grantor, this the _____ day of _____, 2019.

TUPELO REDEVELOPMENT AGENCY

By: _____
Chairman

STATE OF MISSISSIPPI

COUNTY OF LEE

This day personally appeared before me, the undersigned authority in and for the aforesaid county and state, _____, who acknowledged that he is the Chairman of the TUPELO REDEVELOPMENT AGENCY, an urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi, and that for and on behalf of said Agency and as its act and deed, he signed, executed and delivered the above and foregoing Warranty Deed, being duly authorized so to do .

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

No title examination or opinion was rendered or given in relation to this instrument.

PLACEHOLDER

ITEM 7.16

AMEND LEASE AGREEMENT WITH LEGGETT AND PLATT

(A COPY OF THE LEASE WILL BE IN THE COUNCIL OFFICE FOR REVIEW BY
MONDAY, AUGUST 19, 2019)

7.17



Tupelo Major Thoroughfare Program Minutes July 8, 2019

Members present: Bill Cleveland, Scott Davis, Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Aletha Mims, Mike Pettigrew, Greg Pirkle, Danny Riley, Ted Roach, and Wesley Webb

Members not present: Charlotte Loden, Ian Morrison, Jamie Osbirn, Drew Robertson, Brent Waldrop

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Buddy Palmer, Johnny Timmons, and John White

Greg Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the June 10, 2019, Major Thoroughfare Program regular meeting and the minutes of the June 17, 2019, Special Call meeting. Motion made by Stuart Johnson to approve minutes, with correction to June 17 minutes on page 2, paragraph 1, line 2. Change \$5,800,000 to \$4,800,000. Motion seconded by Bill Cleveland. Both sets of minutes were unanimously approved, with correction.

Dennis Bonds gave updates on the current projects.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Working on submittal of Final Estimate package.

EASON BLVD TURN LANE @ HWY 45

Currently awaiting final inspection. MDOT has requested the contractor to adjust the mast arm alignment.

JACKSON STREET (CLAYTON TO MADISON)

Finalizing plans and documents with alternate section added per results of public hearing and special called meeting. Utility relocation work to start August 2019 with anticipated completion in April 2020.

LUMPKIN INTERSECTION RELOCATE

Project is 120 day job, rather than a 90 day job as stated at last meeting. Completion date is 10/14/2019. Construction has begun. All clearing and removal has been completed. Embankment and granular base has been installed and contractor is planning to begin curb and gutter installation this week. Based on the June pay estimate, the contractor is approximately 25% complete and has used approximately 10% of the contract time.

**COLEY ROAD/MCCULLOUGH BLVD INTERSECTION IMPROVEMENTS
& COLEY/JACKSON EXTENDED IMPROVEMENTS**

Coley/McCullough - Asphalt paving done by APAC at City Bid Price, which was lower than the original contract bid price. Net savings will offset most of the \$21,346.75 of Change Order Work.

MDOT NORTH GLOSTER / BARNES CROSSING PROJECT

Completion date is September. Per MDOT, might push into October. New Signal Arms are in process of being put up.

INACTIVE PROJECTS (PHASE VI)

W Jackson St - Airpark to Coley Rd
N Gloster St - Barnes Crossing to Natchez Trace
Eason Blvd - Veterans to Briar Ridge

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending May 31, 2019. Beginning cash balance was \$8,213,428. Revenue from Property Tax and Interest Earned was \$96,374. Total Expenditures were \$13,774. Payments included \$7,198 for Personnel Costs; \$3,500 for Contract Engineer Fees; and \$3,076 for Miscellaneous Construction Costs on the Lumpkin project. Ending cash balance was \$8,296,028.

New Business

Chairman Pirkle opened discussion of priorities to focus on for the next year and a half. Two areas of work were proposed - widening W Jackson St from Airpark Rd to Colonial Estates Rd to three lanes, and widening Eason Blvd from S Veterans Memorial Blvd to Briar Ridge Rd to three lanes.

The estimated funds available for the remainder of Phase VI is \$6.6 million, according to Kim Hanna. Preliminary cost for W Jackson improvements is \$3 million. Preliminary cost for Eason improvements is \$3.5 million.

Mike Pettigrew requested a concept of each project for the next meeting for Committee to review.

Greg Pirkle asked Committee members to communicate which projects they would like to see as priorities for the next meeting.

With no further business to discuss, the meeting was adjourned.


Chairman Greg Pirkle


Submitted by Renee Newton

PLACEHOLDER

ITEM 7.18

MINUTES OF THE TUPELO REDEVELOPMENT AGENCY

MEETING DATE: AUGUST 15, 2019

PLACEHOLDER

8. STUDY AGENDA

- 8.1 REVIEW, APPROVE, REJECT AN ORDER AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE OF CERTAIN REAL PROPERTY LOCATED ON SHADY LAKE DRIVE FORM THE ELVIS PRESLEY FOUNDATION FOR THE EXTENSION OF THE ELVIS PRESLEY BIRTHPLACE PROPERTY
- BL 8.2 REVIEW, DISCUSS STUDY SMALL CELL NETWORK ORDINANCE
- BL 8.3 REVIEW, DISCUSS AMENDMENTS TO CHAPTER 24, ARTICLE VII, CODE OF ORDINANCES- REGULATING THE MAINTENANCE OF STREETS, TRENCHING, AND RIGHTS OF WAY
- BL 8.4 REVIEW, DISCUSS AMENDMENTS TO CHAPTER 24, ARTICLE VII, CODE OF ORDINANCES- REGULATING THE MAINTENANCE OF STREETS, TRENCHING, AND RIGHTS OF WAY
- BL 8.5 REVIEW, DISCUSS STUDY GRANT OF NON-EXCLUSIVE FRANCHISE TO TELEPAK NETWORKS, INC. (C-SPIRE) TO LAY CONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE FIBER OPTIC CABLE AND TELECOMMUNICATIONS FACILITIES IN, UNDER, OVER, AND ACROSS AND ALONG ALL STREETS, AVENUES, ALLEYS, HIGHWAYS, ROADS, BRIDGES, VIADUCTS AND PUBLIC PLACES