



TUPELO REGULAR CITY COUNCIL MEETING

OCTOBER 1, 2024 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER TRAVIS BEARD

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER LYNN BRYAN

CALL TO ORDER: COUNCIL PRESIDENT NETTIE DAVIS

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

1. IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

2. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN
3. IN THE MATTER OF PUBLIC HEARING FOR REZONING APPLICATION RZ24-02 TN

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

4. IN THE MATTER OF MINUTES OF REGULAR SEPTEMBER 17, 2024 MEETING AND SPECIAL CALL SEPTEMBER 24, 2024 MEETING

5. IN THE MATTER OF BILL PAY **KH**

CHAD MIMS
LYNN BRYAN
ROSIE JONES

6. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

7. IN THE MATTER OF FY 2025 PETTY CASH ACCOUNTS **KH**

8. IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**

9. IN THE MATTER OF APPROVAL FOR THE MAYOR TO SIGN AGREEMENT MODIFICATIONS BETWEEN THE CITY OF TUPELO AND THE MDEQ FOR ARPA PROJECTS – UPDATED BUDGETS **AC**

10. IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – EXTRICATION EQUIPMENT **AC**

11. IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – ROBOT AND ACCESSORIES **AC**

12. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**

13. IN THE MATTER OF REVIEW/APPROVE LIENS FOR UNPAID LOT MOWING INVOICES **TN**

14. IN THE MATTER OF REZONING APPLICATION RZ24-02 **TN**

15. IN THE MATTER OF MAJOR SITE PLAN APPLICATION MSP24-01 **TN**

16. IN THE MATTER OF REJECTION OF BID NO. 2024-050PW 2024 CURED-IN-PLACE PIPE IMPROVEMENTS **CW**

17. IN THE MATTER OF CONTRACT APPROVAL BID NO. 2024-024PW MDOT PROJ. NO. STP-0430-00(07) LPA/109149-701000 WARD 4 BARNES CROSSING SIDEWALKS **DRB**
18. IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING POOLTABLE TO THE CITY OF TUPELO **AF**
19. IN THE MATTER OF APPROVAL OF CONTRACT FOR AQUATIC CENTER FOR ARCHITECTURAL SERVICES **AF**
20. IN THE MATTER OF APPROVAL OF ARPA PROJECT #2024-052 CVB RFP PUBLIC RELATIONS **SC**
21. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF AUGUST 26, 2024 AND AUGUST 29, 2024 SPECIAL CALLED MINUTES **KK**
22. IN THE MATTER OF REVIEW OF THE RESPONSES TO RFQ 2024-055AD AND TO AWARD AN ENERGY SERVICES CONTRACT TO SCHNIEDER ELECTRIC AS THE MOST QUALIFIED RESPONDENT AND TO AUTHORIZE THE MAYOR TO NEGOTIATE THE TERMS OF SUCH CONTRACT SUBJECT TO RATIFICATION BY THE CITY COUNCIL **DL**
23. IN THE MATTER OF AUTHORIZING CERTAIN OFFICERS EMPLOYED BY THE TUPELO POLICE DEPARTMENT TO UTILIZE THEIR UNIFORM, SERVICE WEAPON AND VEHICLE WHILE PERFORMING PRIVATE SECURITY DETAIL FOR TOMBIGBEE ELECTRIC POWER ASSOCIATION **SR**
24. IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE CITY BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE PROJECT (AS DEFINED HEREIN) IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE OF MISSISSIPPI, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES **BL**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- S1. IN THE MATTER OF AN AMENDMENT TO DEVELOPMENT CODE CHAPTERS 2, 6, 8 AND 12 CONCERNING THE ADDITIONAL REQUIREMENTS THAT ALL NEW SINGLE-FAMILY HOMES SHALL HAVE CONSTRUCTED A GARAGE OR CARPORT AND THAT ALL APPLICATIONS FOR THE CONSTRUCTION OF SINGLE-FAMILY HOMES BE ACCOMPANIED BY COMPLETE SITE PLANS (TABLED AT SEPTEMBER 3, 2024 MEETING) **SR**

S2. IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 **BL**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Scott Costello, Communications Director
DATE September 24, 2024
SUBJECT: IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

Request:

Mayor Jordan will present a proclamation for Piominko Day 2024.



OFFICE OF THE MAYOR
PIOMINKO DAY
PROCLAMATION

WHEREAS, Revered Chickasaw leader, Piominko, also known as “Mountain Leader,” was born and resided in the heart of the historic Chickasaw Homeland, located in present-day Tupelo, MS, from approximately 1750 to 1798; and

WHEREAS, Piominko was the most influential and important Chickasaw ally of the United States during the early formation of the new republic, and his leadership was critical both for the United States and the Chickasaw Nation; and

WHEREAS, During the American Revolutionary War, Piominko was given a commission as an officer by President George Washington, and in 1794 he was presented with a peace medal by President Washington both for his service in the Revolution and his invaluable efforts in formalizing peaceful relations between the two nations; and

WHEREAS, Piominko and President Washington signed the Treaty between the Chickasaw and United States of 1786, also known as the Treaty of Hopewell which formalized the Chickasaw Nation’s alliance with the fledgling United States government and formally defined the tribal boundaries, and Piominko acted as a Chickasaw diplomat in meetings with southeastern tribes, state governors and President Washington; and

WHEREAS, in 2005 the Rotary Club of Tupelo was instrumental in the commissioning and dedication of a 6-foot-tall Piominko statue, which now stands prominently in front of City Hall, and to this day, Rotary continues to work to increase public awareness of Piominko’s legacy and historical significance in Tupelo and North Mississippi, and

WHEREAS, in 2008 the Chickasaw Nation proclaimed the 2nd Monday in October as Piominko Day, to be celebrated annually in perpetuity, and Piominko is recognized as a seminal figure in the history of Tupelo and northeast Mississippi; and

WHEREAS, The Chickasaw Inkana Foundation, along with the Daughters of the American Revolution and the City of Tupelo will continue to work with the Chickasaw Nation and other regional partners to increase awareness of the importance of Chickasaw culture and history and preserve, protect and interpret Chickasaw culture and history in the historic Chickasaw Homeland;

NOW THEREFORE, I, Todd Jordan, Mayor of Tupelo, Mississippi, do hereby proclaim October 14, 2024, as

PIOMINKO DAY

In Tupelo, Mississippi, and encourage all citizens to recognize Piominko for his extraordinary leadership of the Chickasaw people and his dedicated efforts to secure peace between the United States and the Chickasaw Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 1st day of October, in the year of our Lord 2024.

ATTEST:

Todd Jordan, Mayor

Kim Hanna, City Clerk

Brady Davis, CEO
Chickasaw Inkana Foundation



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE October 1, 2024
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

Hold Public Hearing for Lot Mowing list pursuant to Mississippi Code § 21-19-11.

Preliminary Lot Mowing Report for 10/01/2024

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	47853	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P.O. BOX 850001	ORLANDO, FL 32885	JLB
2.	47858	089J3104700	517 N GLOSTER ST	RABINOWITZ ADAM ETAL	1101 ASPENWALD DR	RALEIGH, NC 27614	TP
3.	47866	089J3104600	515 N GLOSTER ST	LOTT REAL ESTATE LLC	100 S MAIN ST	BOONEVILLE, MS 38829	TP
4.	47871	113A0602400	1202 VAN BUREN AVE	PAYNE LORETTA	P O BOX 81	TUPELO, MS 38801	JLB
5.	47890	077L3613400	208 ROOSEVELT AVE	CHEESE GRATOR LLC	16000 VENTURA BLVD STE 600	ENCINO, CA 91436	TP
6.	47896	113E0602300	S MADISON ST	CARL PROPERTIES LLC	1139 HWY 32 EXT	HOUSTON, MS 38851	JLB
7.							
8.							
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 1, 2024

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REZONING APPLICATION
RZ24-02 TN

Request:

Conduct Public Hearing for Rezoning Application RZ24-02. (Pending Planning Committee meeting at Monday afternoon's meeting.)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE: September 26, 2024

SUBJECT: IN THE MATTER OF MINUTES OF REGULAR SEPTEMBER 17, 2024 MEETING AND SPECIAL CALL SEPTEMBER 24, 2024 MEETING

Request:

For your review and approval

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 17, 2024

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, September 17, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Sandy Shumaker, acting as Clerk of the Council. Denise Pulliam, from Temple of Compassion of Deliverance, led in prayer, and the Pledge of Allegiance was led by Council Member Janet Gaston.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Gaston moved, seconded by Council Member Beard, to approve the agenda and agenda order, with the following addition:

ADD #15 In the Matter of Declaring as a noncompetitive Item Available from One (1) Source Only and to Authorize the Purchase of a Pole Camera Modular Surveillance System Produced and Sold by Crime Point, Inc. to be Used by the Tupelo Police Department

The vote was unanimous in favor.

PROCLAMATIONS

Mayor Todd Jordan presented a proclamation to Daughters of the American Revolution (DAR).
APPENDIX A

EMPLOYEE RECOGNITION

The following employees were recognized for employment with the City of Tupelo:

Alex Farned	25 years	Park and Recreation
Terrence Haden Cooksey	5 years	Cadence Bank Arena

PUBLIC RECOGNITION

Council Member Jones thanked those who organized and attended the Haven Acres Festival.

Council Member Buddy Palmer recognized the passing of Leesha Faulkner, a lifelong journalist, former City of Tupelo Communications Director and Oren Dunn Museum Curator.

Council Member Nettie Davis reminded everyone of the upcoming Community Forward Festival on

September 28 and a presentation related to gun violence at the Gum Tree Park on September 29. She also expressed kind words for Leesha Faulkner.

MAYOR'S REMARKS

Mayor Todd Jordan announced a good sports week with a combined 185 teams in town.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak concerning the properties on the final lot mowing list.

<u>Parcel</u>	<u>Location</u>
088N3305700	151 CANAL STREET
089F3010501	527 N CHURCH STREET
089F3016001	523 N CHURCH STREET
078V3402104	WEST MAIN STREET
077Q3612400	1502 REED STREET
077Q3610700	1507 REED STREET

IN THE MATTER OF MINUTES OF REGULAR MEETING OF SEPTEMBER 3, 2024 AND SPECIAL CALL MEETING OF SEPTEMBER 10, 2024

Council Member Palmer moved, seconded by Council Member Travis, to approve the minutes of the September 3, 2024 Regular Council meeting and the September 10, 2024 Special Call meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Bryan moved, seconded by Council Member Beard, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF BUDGET AMENDMENT #13 FOR FY 2024

Council Member Beard moved, seconded by Council Member Mims, to approve budget amendment #13 for FY 2024. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT AN APPLICATION FOR MS OUTDOOR STEWARDSHIP TRUST FUND GRANT – BALLARD PARK WALKING TRACK IMPROVEMENTS

Council Member Jones moved, seconded by Council Member Gaston, to approve the submission of an

application for the MS Outdoor Stewardship Trust Fund Grant for Ballard Park Walking Track Improvement. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF APPROVAL FOR MAYOR TO SIGN RESOLUTION FOR MS OUTDOOR STEWARDSHIP TRUST FUND GRANT AUTHORIZING THE APPLICATION AND COMMITTING ALL FUNDS TO COMPLETE THE BALLARD PARK WALKING TRACK IMPROVEMENTS – REVISION

Council Member Jones moved, seconded by Council Member Gaston, to approve a resolution for a MS Outdoor Stewardship Trust Fund Grant (MOSTF) – Ballard Park Walking Track Improvements and to authorize the Mayor to sign. Council Member Jones moved, seconded by Council Member Gaston, to approve the resolution and to authorize the Mayor to sign. APPENDIX F

IN THE MATTER OF LOT MOWING

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

IN THE MATTER OF REVIEW AND APPROVE LIENS FOR LOT MOWING

Council Member Beard moved, seconded by Council Member Bryan, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property associated with property cleanups under Miss. Code Ann. 21-19-11(1972 as amended) for the following properties:

<u>ADDRESS</u>	<u>PARCEL</u>	<u>LIEN AMOUNT</u>
518 Rogers Lane	089B-30-007-00	\$300.00
4945 Endville Road	075S-16-001-01	\$500.00
3424 Walsh Road	075S-16-001-02	\$500.00
920 Blair Street	089J-31-183-00	\$500.00

The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES AUGUST 12, 2024

Council Member Beard moved, seconded by Council Member Bryan, to approve the Major Thoroughfare Committee meeting minutes of August 12, 2024. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF APPROVAL OF AWARD OF CONTRACT FOR THE RFP FOR THE BALLARD PARK ALL ACCESSIBLE PLAYGROUND

Council Member Gaston moved, seconded by Council Member Bryan, to award the contract for Ballard Park Playground Request for Proposals – RFP # 2024-040PR to Bliss Products as the most advantageous and practicable proposal for the base proposal price of \$2,000,000 and fencing alternate

proposal price of \$73,034.00, all subsequent approval of a contract in final form. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF AN AMENDMENT TO DEVELOPMENT CODE CHAPTERS 2, 6, 8 AND 12 CONCERNING THE ADDITIONAL REQUIREMENTS THAT ALL NEW SINGLE-FAMILY HOMES SHALL HAVE CONSTRUCTED A GARAGE OR CARPORT AND THAT ALL APPLICATIONS FOR THE CONSTRUCTION OF SINGLE-FAMILY HOMES BE ACCOMPANIED BY COMPLETE SITE PLANS (TABLED AT SEPTEMBER 3, 2024 MEETING)

Council Member Bryan moved, seconded by Council Member Palmer, to remove the item from the table. The vote was unanimous in favor.

Council Member Bryan moved, seconded by Council Member Beard, to suspend the rules and move this item to the Study Agenda. The vote was unanimous in favor.

IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF TUPELO REGARDING THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE COLLECTION OF LITTER ALONG RIGHT-OF-WAYS OWNED BY THE MTC BY THE CITY'S ALTERNATIVE SENTENCING PROGRAM

Council Member Palmer moved, seconded by Council Member Beard, to approve a Memorandum of Understanding Between the MS Transportation Commission and the City of Tupelo Regarding the Reimbursement of Costs Associated with the Collection of Litter Along Right-Of-Ways Owned by the MTC by the City's Alternative Sentencing Program. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A REGIONAL ECONOMIC DEVELOPMENT ACT AGREEMENT BY AND BETWEEN THE CITY OF TUPELO, MISSISSIPPI AND LEE COUNTY, MISSISSIPPI; AND FOR RELATED PURPOSES

Council Member Beard moved, seconded by Council Member Gaston, to approve the form of and authorizing the execution and delivery of a Regional Economic Development Act Agreement (REDA) by and between the City of Tupelo and Lee County, Mississippi and for related purposes. This resolution and agreement provides for the development of 19.82 acres located east of the Natchez Trace Parkway, north of I-22 and west of Gloster Street which will include a Target shopping center, outparcel developments and access road. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF DECLARING AS A NONCOMPETITIVE ITEM AVAILABLE FROM ONE (1) SOURCE ONLY AND TO AUTHORIZE THE PURCHASE OF A POLE CAMERA MODULAR SURVEILLANCE SYSTEM PRODUCED AND SOLD BY CRIME POINT, INC. TO BE USED BY THE TUPELO POLICE DEPARTMENT

Council Member moved to declare, as a noncompetitive item available from one (1) source only, and to authorize the purchase of a pole camera modular surveillance system produced and sold by Crime Point,

Inc. to be used by the Tupelo Police Department. Council Member. The motion was seconded by Council Member Palmer. After a brief discussion the item was brought to a vote. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF AMENDMENT TO PREVIOUS MOTION FOR AWARD OF CONTRACT FOR THE RFP FOR THE BALLARD PARK ALL ACCESSIBLE PLAYGROUND

Council Member Bryan asked that Council Member Gaston accept a friendly amendment to an order approved previously in this meeting. Upon her approval, Council Member Bryan moved, seconded by Council Member Gaston, to award the contract for Ballard Park Playground Request for Proposals – RFP # 2024-040PR. to Bliss Products as the most advantageous and practicable proposal for the base proposal price of \$2,000,000 and fencing alternate proposal price of \$73,034.00, all subject to subsequent approval of a contract in final form. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

This item was left on the Study Agenda.

ADJOURNMENT

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

This the 17th day of September, 2024, at 6:27 p.m.

Nettie Davis, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date

SPECIAL CALL CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 24, 2024

Be it remembered that a special call meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, September 24, 2024 at 4:00 p.m. with the following in attendance: Council Member Travis Beard, Council Member Buddy Palmer, Council Member Lynn Bryan, Council Member Janet Gaston, Council Member Rosie Jones and Council Member Chad Mims, Ben Logan, City Attorney. Council Member Nettie Davis was not present.

The meeting was called to order at 4:00 p.m.

IN THE MATTER OF BUDGET AMENDMENT #14

Kim Hanna proposed a budget amendment to increase the general fund by \$300,000 to provide for additional overtime expenses needed by the Fire Department to meet staffing requirements. This increase would also and ensure adequate staffing the operation of the “Sprint” vehicle until more personnel receive medical training.

Fire Chief Brad Robinson explained that due to turnover, many of the recently hired personnel had yet to be certified. The fire department is required to keep a certain number of certified personnel on staff for operations, and uncertified fire fighters are not allowed to perform certain tasks without senior staff present. The fire department plans their schedules down to detail with a five-person cushion. They have fifty-one (51) senior employees and of the eleven (11) new firefighters hired this year, seven (7) are uncertified. These new employees are held to a high standard in training and take a year to certify.

Council Member Lynn Bryan moved, seconded by Council Member Travis Beard to approve the budget amendment attached hereto as APPENDIX A.

IN THE MATTER OF EXECUTIVE SESSION

Council Member Janet Gaston moved, seconded by Council Member Travis Beard to determine the need for an executive session. Attorney Ben Logan said the session will be for the acquisition of properties under Miss. Code Anno. §29-1-21 (1972 as amended). Of those present, the vote was unanimous in favor.

After discussion in executive session, Council Member Lynn Bryan moved, seconded by Council Member Buddy Palmer to leave Executive Session at 4:21 p.m. Of those present, the vote was unanimous in favor.

IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE SIX TAX-FORFEITED PROPERTIES FROM THE STATE OF MISSISSIPPI

Council Member Lynn Bryan moved, seconded by Council Member Travis Beard to approve the purchase of six tax-forfeited properties from the State of Mississippi. Of those present, the vote was unanimous in favor. The order is attached hereto as APPENDIX B.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Lynn Bryan moved, seconded by Council Member Travis Beard to adjourn the meeting at 4:36 p.m. The vote was unanimous in favor.

NETTIE DAVIS, CITY COUNCIL PRESIDENT

ATTEST:

MISSY SHELTON, CLERK OF COUNCIL

TODD JORDAN, MAYOR

DATE



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, City Clerk/CFO
DATE September 26, 2024
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 1, 2024

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

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: October 1, 2024
SUBJECT: IN THE MATTER OF FY 2025 PETTY CASH ACCOUNTS **KH**

Request:

I am requesting the approval of the Petty Cash Account for FY 2025.

ACCOUNTS LISTED:

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 1, 2024

SUBJECT: IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**

Request:

Approval of the municipal compliance questionnaire for fiscal year 2024

ITEMS:

2024 Municipal Compliance Questionnaire

MUNICIPAL COMPLIANCE QUESTIONNAIRE

INFORMATION

Note: Due to the size of some municipalities, some of the question may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than “yes” or “no,” and, as a result, more information on this questionnaire may be required and/or separate workpapers may be needed.

1. Name and address of municipality: City of Tupelo
P.O. Box 1485 Tupelo, MS 38802-1485

2. List the date and population of the latest official U.S. Census or most recent official census:
2020 37,923

3. Names, addresses and telephone numbers of the officials (include elected officials, chief administrative officer, and attorney).
ATTACHED LIST INCLUDED

4. Period of time covered by this questionnaire:
From: 10/1/2023 To: 9/30/2024

5. Expiration date of current elected officials’ term: 6/30/2025

(CITY OF TUPELO)
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2024

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of TUPELO, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number: _____

Page: _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y – YES, N – NO, N/A – NOT APPLICABLE

PART I – GENERAL

- | | |
|--|----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | <u>Y</u> |
| 6. Are all required personnel covered by appropriate surety bonds? | |
| • Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| • Municipal clerk (Section 21-15-38) | <u>Y</u> |
| • Deputy clerk (Section 21-15-23) | <u>Y</u> |
| • Chief of police (Section 21-21-1) | <u>Y</u> |
| • Deputy police (Section 45-5-9) (if hired under this law) | <u>Y</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Section 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relative avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II – CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the Mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Section 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Section 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) – Section 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 – Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with State Auditor's regulations? (Section 25-3-41) Y

PART III – PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and(k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV – BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purpose for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V – TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Section 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than ¼ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-7-347)
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**MUNICIPAL COMPLIANCE QUESTIONNAIRE ATTACHMENT
INFORMATION ITEM #3**

Names, addresses and telephone numbers of officials.

Mayor

Todd Jordan
6231 Park Heights Circle
Tupelo, MS 38801
(662) 841-6513
E-mail todd.jordan@tupeloms.gov

Ward V

Buddy Palmer
273 Tyler Willis Lane
Tupelo, MS 38804
(662) 255-1454
E-mail buddy.palmer@tupeloms.gov

Ward I

Chad Mims
1304 Lakeshire Dr
Tupelo, MS 38804
(662) 322-7329
E-mail chad.mims@tupeloms.gov

Ward VI

Janet Gaston
1764 Columbine Dr
Tupelo, MS 38801
(662) 255-9530
E-mail janet.gaston@tupeloms.gov

Ward II

Lynn Bryan
1226 Clayton Ave.
Tupelo, MS 38804
(662) 321-2081
E-mail lynn.bryan@tupeloms.gov

Ward VII

Rosie Jones
1119 Evelyn Dr
Tupelo, MS 38801
(662) 401-5483
E-mail rosie.jones@tupeloms.gov

Ward III

Travis Beard
2415 William Drive
Tupelo, MS 38801
(662) 610-0550
E-mail travis.beard@tupeloms.gov

Ward IV

Nettie Y. Davis
326 Barnes Street
Tupelo, MS 38804
(662) 871-8394
E-mail nettie.davis@tupeloms.gov



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 01 October 2024

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO SIGN AGREEMENT MODIFICATIONS BETWEEN THE CITY OF TUPELO AND THE MDEQ FOR ARP PROJECTS – UPDATED BUDGETS AC

Request: Seeking the Council’s approval for the Mayor to sign agreement modifications for all ARPA grants between the City of Tupelo and the MDEQ to reflect the actual contract values.

Agency: Mississippi Development of Environmental Quality (MDEQ)

Grant: Mississippi Municipality and County Water Infrastructure (MCWI) Grant

Amount: Attached

Match: 50% ARPA funds

Submission Deadline: N/A

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 24-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$903,270.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$451,635.25**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$451,635.25**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$36,130.82**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Four Hundred Fifty-One Thousand Six Hundred Thirty-Five Dollars and Twenty-Five Cents (\$451,635.25)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 26-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$352,918.81**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$176,459.40**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$176,459.40**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.01**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$14,116.75**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Seventy-Six Thousand Four Hundred Fifty-Nine Dollars and Forty Cents (\$176,459.40)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 27-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$272,188.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$136,094.25**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$136,094.25**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$10,887.54**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Thirty-Six Thousand Ninety-Four Dollars and Twenty-Five Cents (\$136,094.25)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 28-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$512,626.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$256,313.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$256,313.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$20,505.04**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Fifty-Six Thousand Three Hundred Thirteen Dollars and Zero Cents (\$256,313.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 30-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$310,104.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$155,052.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$155,052.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$12,404.16**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Fifty-Five Thousand Fifty-Two Dollars and Zero Cents (\$155,052.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 119-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$455,794.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$227,897.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$227,897.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$18,231.76**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Twenty-Seven Thousand Eight Hundred Ninety-Seven Dollars and Zero Cents (\$227,897.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 179-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,344,360.63**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$672,180.31**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$672,180.31**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.01**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$53,774.42**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Seventy-Two Thousand One Hundred Eighty Dollars and Thirty-One Cents (\$672,180.31)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #2**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 195-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$3,581,277.05**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,790,638.52**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,790,638.52**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.01**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$143,251.08**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Seven Hundred Ninety Thousand Six Hundred Thirty-Eight Dollars and Fifty-Two Cents (\$1,790,638.52)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1-2**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 196-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$2,238,248.05**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,119,124.02**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$1,119,124.02**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.01**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$89,529.92**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million One Hundred Nineteen Thousand One Hundred Twenty-Four Dollars and Two Cents (\$1,119,124.02)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 198-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$830,556.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$415,278.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$415,278.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$33,222.24**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Four Hundred Fifteen Thousand Two Hundred Seventy-Eight Dollars and Zero Cents (\$415,278.00)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 199-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$284,457.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$142,228.75**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$142,228.75**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$11,378.30**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Forty-Two Thousand Two Hundred Twenty-Eight Dollars and Seventy-Five Cents (\$142,228.75)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 200-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$410,357.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$205,178.48**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$205,178.48**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.04**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$16,414.28**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Five Thousand One Hundred Seventy-Eight Dollars and Forty-Eight Cents (\$205,178.48)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #2**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 201-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **\$573,777.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$286,888.75**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$286,888.75**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$22,951.10**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Eighty-Six Thousand Eight Hundred Eighty-Eight Dollars and Seventy-Five Cents (\$286,888.75)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1-2**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 202-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$339,193.45**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$169,596.72**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$169,596.72**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.01**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$13,567.73**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Sixty-Nine Thousand Five Hundred Ninety-Six Dollars and Seventy-Two Cents (\$169,596.72)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 203-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 15th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$381,023.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$190,511.50**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$190,511.50**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$15,240.92**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Ninety Thousand Five Hundred Eleven Dollars and Fifty Cents (\$190,511.50)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 204-2-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality (“MDEQ”), a pass-through entity as defined in 2 C.F.R. 200.1, and the City of Tupelo, UEI Number: DK9PFM6XSDR7 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) which was entered into on the 16th day of August 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required:

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Section 7. **CONSIDERATION AND PAYMENT**, Subsections A-C. are revised as follows:

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$423,305.56**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$211,652.78**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$211,652.78**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$0.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$0.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$16,932.22**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with

MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Two Hundred Eleven Thousand Six Hundred Fifty-Two Dollars and Seventy-Eight Cents (\$211,652.78)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

{Signature Page Follows}

Except as it is modified by the provisions of **Agreement Modification No. 1**, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF TUPELO

Mayor Todd Jordan
Signature of Authorized Representative

Todd Jordan
Printed Name

Title

Date

Haven Acres

24	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$451,635.25	\$451,635.25			\$ 903,270.50
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 451,635.25	\$ 451,635.25	\$ -	\$ -	\$ 903,270.50

Mishell Rd.

26	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$176,459.40	\$176,459.40		0.01	\$ 352,918.81
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 176,459.40	\$ 176,459.40	\$ -	\$ 0.01	\$ 352,918.81

Gum Club

27	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$136,094.25	\$136,094.25			\$ 272,188.50
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 136,094.25	\$ 136,094.25	\$ -	\$ -	\$ 272,188.50

Banks Crossing

28	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$256,313.00	\$256,313.00			\$ 512,626.00
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -

\$	\$	\$	\$	\$
256,313.00	256,313.00	-	-	512,626.00

Medical Park
30

	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$155,052.00	\$155,052.00			\$310,104.00
CONTINGENCY					\$-
LAND					\$-
PROFESSIONAL					\$-
	\$155,052.00	\$155,052.00	-	-	\$310,104.00

Danville Cove
119

	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$227,897.00	\$227,897.00			\$455,794.00
CONTINGENCY					\$-
LAND					\$-
PROFESSIONAL					\$-
	\$227,897.00	\$227,897.00	-	-	\$455,794.00

Water Line Loopkin
177

	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$-	\$-			\$-
CONTINGENCY					\$-
LAND					\$-
PROFESSIONAL				\$-	\$-
	-	-	-	-	-

Hwy 45 outfall
179

	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$672,180.31	\$672,180.31		0.01	\$1,344,360.63
CONTINGENCY					\$-

LAND					\$ -
PROFESSIONAL					\$ -
	\$ 672,180.31	\$ 672,180.31	\$ -	\$ 0.01	\$ 1,344,360.63

Sewer Line SW Pump

	MCWI	LOCAL	TRANSFER	OTHER	Total
195 CONSTRUCTION	\$1,790,638.52	\$1,790,638.52		0.01	\$ 3,581,277.05
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 1,790,638.52	\$ 1,790,638.52	\$ -	\$ 0.01	\$ 3,581,277.05

Pip Rap Limpin - Kings Creek

	MCWI	LOCAL	TRANSFER	OTHER	Total
196 CONSTRUCTION	\$1,119,124.02	\$1,119,124.02		0.01	\$ 2,238,248.05
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 1,119,124.02	\$ 1,119,124.02	\$ -	\$ 0.01	\$ 2,238,248.05

Robins Field

	MCWI	LOCAL	TRANSFER	OTHER	Total
198 CONSTRUCTION	\$415,278.00	\$415,278.00			\$ 830,556.00
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 415,278.00	\$ 415,278.00	\$ -	\$ -	\$ 830,556.00

Holly Hill

	MCWI	LOCAL	TRANSFER	OTHER	Total
199					

CONSTRUCTION	\$142,228.75	\$142,228.75			\$
CONTINGENCY					\$
LAND					\$
PROFESSIONAL					\$
	\$	\$	\$	\$	\$
	142,228.75	142,228.75	-	-	284,457.50

Grove Tree

200	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$205,178.48	\$205,178.48		0.04	\$
CONTINGENCY					\$
LAND					\$
PROFESSIONAL					\$
	\$	\$	\$	\$	\$
	205,178.48	205,178.48	-	0.04	410,357.00

Ford Circle

201	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$286,888.75	\$286,888.75			\$
CONTINGENCY					\$
LAND					\$
PROFESSIONAL					\$
	\$	\$	\$	\$	\$
	286,888.75	286,888.75	-	-	573,777.50

City Park

202	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$169,596.72	\$169,596.72		\$0.01	\$
CONTINGENCY					\$
LAND					\$
PROFESSIONAL					\$
	\$	\$	\$	\$	\$
	169,596.72	169,596.72	-	0.01	339,193.45

Van Emem

203	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$190,511.50	\$190,511.50			\$ 381,023.00
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 190,511.50	\$ 190,511.50	\$ -	\$ -	\$ 381,023.00

Ridgeway
204

	MCWI	LOCAL	TRANSFER	OTHER	Total
CONSTRUCTION	\$211,652.78	\$211,652.78			\$ 423,305.56
CONTINGENCY					\$ -
LAND					\$ -
PROFESSIONAL					\$ -
	\$ 211,652.78	\$ 211,652.78	\$ -	\$ -	\$ 423,305.56



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE: 01 October 2024

SUBJECT: IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – EXTRICATION EQUIPMENT AC

Request: Please find the attached grant contract for a Homeland Security Grant in the amount of \$40,000.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: 24HS366

Match: There is no match.

Submission Deadline: N/A

Overview: The Tupelo Fire Department will use funding allocated under this grant for the purchase of:

Extrication Equipment – cutter, spreader, ram



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: **Tupelo Fire Department**

Project Title: **HOMELAND SECURITY GRANT PROGRAM**

Grant Period: **9/1/2024-8/31/2027**

Date of Award: **9/1/2024**

Total Amount of Award: **\$40,000.00**

Grant Number: **24HS366**

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2024-SS-00**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2024**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly

authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official




01/12/24

Signature of MOHS Executive Director/SAA

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

Item # 10.

1. Sub-Recipient's Name: Tupelo Fire Department Mailing Address: 106 W. Jefferson Street Tupelo, MS 38804 Telephone Number: (662) 841-6439 E-Mail: brad.robinson@tupeloms.gov		2. Effective Date of Grant: September 1, 2024 3. Sub-Recipient Grant Number: 24HS366 4. Grant Identifier (Funding Source & Year): EMW-2024-SS 5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027 6. Subgrant Payment Method: ___ Cost Reimbursement Method			
7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - DK9PFM6XSDR7	9. Congressional District: MS01			
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2024	12. Federal Awarding Agency: Homeland Security (800)368-6498			
13. Research and Development Grant: ___ Yes ___ X No	14. Indirect Cost Rate Charged: \$0.00				
15. The following grant funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00	(1) Federal	\$40,000.00	\$0.00	100%
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00	\$0.00	0%
(3) Contractual Services	\$0.00	(3) Local	\$0.00	\$0.00	0%
(4) Travel/Training	\$0.00	(4) Other	\$0.00	\$0.00	0%
(5) Equipment	\$40,000.00	Total:	\$40,000.00	\$0.00	100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	\$0.00	Number of Grants:	FY21	FY22	FY23
TOTAL	\$40,000.00	TOTAL:	\$101,765.00	\$0.00	\$0.00
The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.					
14. Approval from Grantee:		15. Approval from Sub-Recipient:			
Signature  Date 9/11/24	Signature _____ Date _____ Name: _____ Title: Authorized Signatory Official				
Name: Baxter Kruger Title: MOHS Executive Director/SAA					

3RD QUARTER (March, APRIL & MAY)

- Submit 3rd Quarter Report to MOHS. Due **June 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (**June 1-Aug 31**). Due to MOHS **Sept 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

4th QUARTER (June, July, and August)

- Submit 4th Quarter Report to MOHS. Due **September 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 1st **Supplemental Report**. (**Sept 1-Nov 30**). Due to MOHS **December 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS **September 15th**.
- Prepare Closeout Form and supporting documentation to MOHS. Due **October 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Tupelo Fire Department				
2. Sub-Recipient Grant Number: 24HS366	3. Grant ID:	4. Beginning: September 1, 2024	5. Ending: August 31, 2025	
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel/Training		\$0.00	\$0.00	\$0.00
Equipment	Response Equipment: Cutter, spreader, ram & Accessories. (Agency will provide a better breakdown of equipment.)	\$40,000.00		\$40,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$40,000.00	\$0.00	\$40,000.00

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- i. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of L Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, all items which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity, in the case of a sub recipient, approves in advance a program-specific audit.

- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
- 40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
- 41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

- 42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, **Tupelo Fire Department**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is **not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.**

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT: Tupelo Fire Department

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: DK9PFM6XSDR7

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 

Executive Director/SAA
Mississippi Office of Homeland Security

Date: 01/11/21



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 01 October 2024

SUBJECT: IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – ROBOT AND ACCESSORIES AC

Request: Please find the attached grant contract for a Homeland Security Grant in the amount of \$92,450.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'24 Homeland Security Grant Program

Grant #: 24LE366B

Match: There is no match.

Submission Deadline: N/A

Overview: The Tupelo Police Department EOD Unit will use funding allocated under this grant for the purchase of:

EOD Robot and Accessories



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

**MISSISSIPPI OFFICE OF HOMELAND SECURITY
HOMELAND SECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD**

Sub-Recipient Name: Tupelo Police Department-Bomb Squad

Project Title: HOMELAND SECURITY GRANT PROGRAM

Grant Period: 9/1/2024-8/31/2027

Date of Award: 9/1/2024

Total Amount of Award: \$92,450.00

Grant Number: 24LE366B

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2024-SS-00**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2024**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly

authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



011124

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY24 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

Item # 11.

1. Sub-Recipient's Name: Tupelo Police Department-Bomb Squad	2. Effective Date of Grant: September 1, 2024
Mailing Address: 71 East Troy Street Tupelo, MS 38804	3. Sub-Recipient Grant Number: 24LE366B
Telephone Number: (662) 841-6565	4. Grant Identifier (Funding Source & Year): EMW-2024-SS
E-Mail: abby.christian@tupeloms.gov	5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027
	6. Subgrant Payment Method: ___ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - DK9PFM6XSDR7	9. Congressional District: MS01
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2024	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development Grant: ___ Yes <u>X</u> No	14. Indirect Cost Rate Charged: \$0.00	

15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	(1) Federal	\$0.00	100%
(2) Personal Services-Fringe	(2) State	\$0.00	0%
(3) Contractual Services	(3) Local	\$0.00	0%
(4) Travel/Training	(4) Other	\$0.00	0%
(5) Equipment	Total:	\$0.00	100%
(6) Commodities/Supplies	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other	Number of Grants:	FY21	FY22
			FY23
TOTAL	TOTAL:	\$0.00	\$37,000.00
			\$0.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee: Signature _____ Date 9/1/24	15. Approval from Sub-Recipient: Signature _____ Date _____ Name: _____ Title: Authorized Signatory Official
Name: Baxter Kruger Title: MOHS Executive Director/SAA	

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to terrorism incidents, including hoaxes, threats and suspicious packages within three (3) years of the approval of the state strategy.

FY24 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the progress and success of the grant program. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.
- Complete and submit Environmental Historic Preservation (EHP) Form to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not already completed. A copy must be in the Agency file.
- Complete the Nationwide Cybersecurity Review (NCSR) Assessment and submit completion documentation for the MOHS.
- Complete Memorandum of Understanding and Consent form for State and Local Cybersecurity Grant Program participation.
- Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2nd Quarter Report to MOHS. Due **March 15**.
- Receive approved equipment and/or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (**March 1- May 31**). Due to MOHS **June 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Tupelo Police Department-Bomb Squad				
2. Sub-Recipient Grant Number: 24LE366B	3. Grant ID:	4. Beginning: September 1, 2024	5. Ending: August 31, 2025	
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe			\$0.00	
Contractual Services			\$0.00	
Travel/Training			\$0.00	
Equipment	Bomb Team Robot & Accessories @ \$92,450.00 (Not to exceed)	\$92,450.00	\$0.00	\$92,450.00
Commodities/Supplies			\$0.00	
Other:			\$0.00	
TOTALS			\$92,450.00	\$92,450.00

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- i. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "[Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#)."

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of L Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, all items which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity, in the case of a sub recipient, approves in advance a program-specific audit.

- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

- 37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 38. physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
- 39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
- 40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
- 41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

- 42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, **Tupelo Police Department-Bomb Squad**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is **not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.**

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT: Tupelo Police Department-Bomb Squad

ATTESTS:

**Authorized Signatory Official's Signature:
(Sub-Recipient)**

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: DK9PFM6XSDR7

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 

**Executive Director/SAA
Mississippi Office of Homeland Security**

Date: 9/1/24



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 1, 2024
SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT
MOWING TN

Request:

Review and approve the final Lot Mowing list pursuant to Mississippi Code § 21-19-11.

Preliminary Lot Mowing Report for 10/01/2024

Item # 12.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	47853	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P.O. BOX 850001	ORLANDO, FL 32885	JLB
2.	47858	089J3104700	517 N GLOSTER ST	RABINOWITZ ADAM ETAL	1101 ASPENWALD DR	RALEIGH, NC 27614	TP
3.	47866	089J3104600	515 N GLOSTER ST	LOTT REAL ESTATE LLC	100 S MAIN ST	BOONEVILLE, MS 38829	TP
4.	47871	113A0602400	1202 VAN BUREN AVE	PAYNE LORETTA	P O BOX 81	TUPELO, MS 38801	JLB
5.	47890	077L3613400	208 ROOSEVELT AVE	CHEESE GRATOR LLC	16000 VENTURA BLVD STE 600	ENCINO, CA 91436	TP
6.	47896	113E0602300	S MADISON ST	CARL PROPERTIES LLC	1139 HWY 32 EXT	HOUSTON, MS 38851	JLB
7.							
8.							
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 1, 2024

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIENS FOR UNPAID LOT MOWING INVOICES TN

Request:

Review and approve the following liens for unpaid lot mowing invoices:

ADDRESS	PARCEL	LIEN AMOUNT
151 CANAL STREET	088N-33-057-00	\$375.00
527 NORTH CHURCH	089F-30-105-01	\$330.00
523 NORTH CHURCH	089F-30-106-01	\$330.00
1502 REED STREET	077Q-36-107-00	\$300.00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47822

SENOVIA CABRAL

OWNER

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

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

Property Owner: SENOVIA CABRAL
Address of Owner: 2512 PATTERSON
 TUPELO, MS 38804
Parcel Number: 089F-30-105-01
Address of Violation: 527 NORTH CHURCH

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/17/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/01/2024**, adjudicated the actual cost of lot mowing to be **\$330.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 18th day of October 1, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47846

JAMES & LUCILLE SWINEA

OWNER

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

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

Property Owner: JAMES & LUCILLE SWINEA
Address of Owner: 421 RD 830
PLANTERSVILLE, MS 38862
Parcel Number: 077Q-36-124-00
Address of Violation: 1502 REED STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/17/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/01/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 1st day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47788

COLLEEN WENSLEY

OWNER

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

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

Property Owner: COLLEEN WENSLEY
Address of Owner: P.O. BOX 6474
CONCORD, CA 95424-1474
Parcel Number: 088N-33-057-00
Address of Violation: 151 CANAL STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/17/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/01/2024**, adjudicated the actual cost of lot mowing to be **\$375.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 1st day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47822

SENOVIA CABRAL

OWNER

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

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

Property Owner: SENOVIA CABRAL
Address of Owner: 2512 PATTERSON
 TUPELO, MS 38804
Parcel Number: 089F-30-106-01
Address of Violation: 523 NORTH CHURCH

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/17/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/01/2024**, adjudicated the actual cost of lot mowing to be **\$330.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 1st day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 1, 2024
SUBJECT: IN THE MATTER OF REZONING APPLICATION RZ24-02 **TN**

Request:

Review and approve Rezoning Application RZ24-02. (Pending Planning Committee meeting at Monday afternoon's meeting.)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE October 1, 2024
SUBJECT: IN THE MATTER OF MAJOR SITE PLAN APPLICATION MSP24-01 TN

Request:

Review and approve Major Site Plan Application MSP24-01. (Pending Planning Committee meeting at Monday afternoon's meeting.)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director of Public Works

DATE: September 24, 2024

SUBJECT: IN THE MATTER OF BID REJECTION BID NO. 2024-050PW 2024 CURED-IN-PLACE PIPE IMPROVEMENTS - CW

Request:

We are recommending Bid No. 2024-050PW 2024 Cured-In-Place Pipe Improvements be rejected. Three bidders responded with bids ranging from \$479,999.00 to \$1,385,983.15.

The proposed construction cost was to be around \$400,000.00.



September 19, 2024

Mr. Chuck Williams
Public Works Director
604 Crossover Dr
Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION TO REJECT BID NO. 2024-050PW
2024 CURED-IN-PLACE PIPE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI

Dear Mr. Williams:

The City of Tupelo solicited and received bids for the referenced project on Friday, September 13, 2024, at Tupelo City Hall. Three bids were received ranging from \$479,999 to \$1,385,983.15.

Prior to the bid for this project, we provided an opinion of probable construction cost of approximately \$400,000.00. Thus, the bid total was approximately 17% above the pre-bid estimate. As a result, it is our recommendation that the City reject this bid for this project.

Dabbs Corporation will assist you in the pursuit of other options related to the proposed work. We will contact you this week to discuss other alternatives that may be available to you. Please contact me should have any questions and/or should you require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

- C: Mr. Don Lewis, COO, City of Tupelo
- Mr. Ben Logan, City Attorney, City of Tupelo
- Mr. Josh Grubbs, Drainage Superintendent, Public Works Dept



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer – City of Tupelo

DATE September 25, 2024

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL BID NO. 2024-024PW MDOT
PROJ. NO. STP-0430-00(07) LPA/109149-701000 WARD 4 BARNES
CROSSING SIDEWALKS - **DRB**

Request:

We are requesting the contract approval for the Ward 4 Barnes Crossing Sidewalk Project Bid No. 2024-024PW. Bid was awarded on the July 16, 2024 council.

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR Ward 4 Barnes Crossing Sidewalks Project # STP-0430-00(047)
LOCATED IN THE COUNTY(IES) OF Lee
STATE OF MISSISSIPPI, City of Tupelo

This Contract is entered into by and between the Local Public Agency

City of Tupelo (the "LPA") and the undersigned contractor (the "Contractor"), as follows:

As consideration for this Contract, the LPA agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the LPA, or their authorized representative(s), and, when federal funds are involved, subject to the inspection at all times by the Mississippi Department of Transportation or the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Mississippi Transportation Commission and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

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

LOCAL PUBLIC AGENCY (LPA)

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

Witness our signatures, this the 5th day of September, 2024.

Phillips Contracting Co., Inc.
Contractor

By: [Signature]
Title: President

Allen Tatum
Signed and sealed in the presence of: (name and address of witness)
P.O. Box 7530
Columbus, MS 39705

(LPA)
Jodd Jordan
LPA Official

Kim Deanna
LPA Clerk

Award authorized by the LPA in session on the 16 day of July, 2024
Minute Book No. _____, Page No. _____.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE: September 26, 2024

SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING
POOLTABLE TO THE CITY OF TUPELO AF

Request:

The Tupelo Sports Council would like to donate a pool table to the Bel Air Center. Sports Council purchased the pool table in the amount of \$1,500.

See attached invoice.

INVOICE

Jesse Sanderson
60234 Parham Gin Rd
Smithville, MS 38870

DATE: 9/25/24

DATE	DESCRIPTION				BALANCE	AMOUNT
9/25/24	Pool Table for the Bel-Air Center					\$1,500.00
	CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
						\$1,500.00

REMITTANCE
<i>Statement #</i>
<i>Date</i>
<i>Amount Due</i>
<i>Amount Enclosed</i>



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE September 26, 2024
SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR AQUATIC CENTER
FOR ARCHITECTURAL SERVICES AF

Request:

I would like to recommend that the City Council and Mayor approve the contract for JBHM Architects for architectural services for the sound panels and relining of EP Pool at the Tupelo Aquatic Center and allow the Mayor to sign contract. This contract has been approved by Legal.

Note: The contract is attached to this request.

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Third day of September in the year Two Thousand Twenty-Four
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Tupelo, Office of the Mayor
71 East Troy St.
Tupelo, Mississippi 38804
Phone: 662-841-6513

and the Architect:
(Name, legal status, address and other information)

JBHM Architects, P.A.
P.O. Box 1643 (38802)
105 Court Street (38804)
Tupelo, Mississippi
Phone: 662-844-1822

for the following Project:
(Name, location and detailed description)

City of Tupelo Parks and Recreation
Tupelo Aquatics Sound Panels and Pool Liner
629 North Veteran's Blvd.
Tupelo, Mississippi 38801

JBHM Project No. 24037.00

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

AIA Document B105 – 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:10:49 ET on 09/25/2024 under Order No.3104238580 which expires on 01/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

No additional supplementary consulting services. .

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Hourly fee basis, not-to-exceed Thirty-two Thousand Dollars (\$32,000.00)

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus One and one-tenth percent (1.10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate the applicable interest rate under Mississippi law , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Eighteen (18) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 The prevailing party in any dispute arising out of or related to this Agreement or the branch thereof, shall be entitled to recover reasonable attorneys' fees and expenses, including the fees and expenses of expert witnesses.

7.2 Errors and Omissions: The Architect shall not be liable to the Owner for the costs of any errors or omissions in the plans and specifications which do not result in costs in excess of those which would have been incurred by the Owner in the absence of such errors or omissions or which are within the Architect's acceptable standard of care.

7.3 Architectural Services provided after 60 days after Substantial Completion of the Project shall be Additional Services.

7.4 Limitation of Liability Clause:

Neither the Architect, Architect's Consultants, nor their agents or employees shall be

AIA Document B105 - 2017. Copyright © 1993, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 18:10:49 ET on 09/25/2024 under Order No.3104238580 which expires on 01/24/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

liable, jointly or severally, to the Owner for an amount in excess of Thirty-two Thousand Dollars (\$32,000.00). This limitation shall apply to any and all claims which the Owner asserts against the Architect and/or its Consultants, and/or of their agents and/or employees.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Todd Jordan, Mayor, City of Tupelo
(Printed name and title)

ARCHITECT (Signature)

Brandon P. Bishop, AIA, NCARB
(Printed name, title, and license number, if required)

**JBHM Architects,PA
Staff Code Billing Rates**

Staff Description	2024 Billing Rate (\$/hour)
Managing Principal	\$300.00
Associate/Director	\$210.00
Team Leader (Architectural/Interior Design/Landscape Professionals)	\$185.00
Registered Professional	\$160.00
Design Professional	\$140.00
Construction Administrator	\$125.00
Senior Project Specialist	\$110.00
Team Member II (Architectural/Interior Design/Landscape Intern Production II)	\$100.00
Office Manager	\$115.00
Adm/Op Assistant	\$85.00
Co-op/Summer/Office Helper	\$50.00

Services of professional consultants at a multiple of one and two tenths (1.2) times the amount billed to the Architect for such services.

For purposes of this agreement, the Partners are as follows:

- | | |
|--------------------|---------------------|
| Brandon P. Bishop | Joseph S. Henderson |
| Kimberly J. Buford | Richard H. McNeel |
| Ryan C. Florreich | William D. Whittle |

Reimbursable expenses at a multiple of one and one tenth (1.1) times the expense incurred, including the following:

Mileage at \$0.625 per mile (authorized out-of-town travel only). Expense of reproductions, postage and handling of plans, specifications and other documents.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Stephanie Coomer, Director
DATE September 17, 2024
SUBJECT: IN THE MATTER OF APPROVAL OF ARPA PROJECT #2024-052 CVB RFP
PUBLIC RELATIONS SC

Request:

The CVB is requesting approval to move forward with the proposal submitted by Turner Public Relations. The CVB issued an RFP for Public Relations on July 30, 2024. We had 3 responses from the following companies:

Turner PR
Pineapple Public Relations
Hemsworth

A committee scored the proposals and unanimously chose Turner Public Relations based on the published criteria.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE September 25, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF AUGUST 26, 2024 AND AUGUST 29, 2024 SPECIAL CALLED MINUTES **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF AUGUST 26, 2024 AND AUGUST 29, 2024 SPECIAL CALLED MINUTES



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
August 26, 2024

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, August 26, 2024 at 3:00 p.m. in the Conference Center with the following present:

Chair- Jessica Hollinger
Commissioner-Darrell Marecle
Commissioner- Cooper Miller
Commissioner- Devonte Thomas
Commissioner- Louis Conley

Representatives of the City of Tupelo Present:

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

Chair Jessica Hollinger called the meeting to order at 3:00 p.m.

Approval of minutes from July 29, 2024 was discussed. Commissioner Darrell Marecle made a motion to approve the minutes as written, seconded by Commissioner Louis Conley. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan gave us an update on our past events. Dance Like the Stars was 08/03, Body Building Competition was 08/15-17, Jamey Johnson 08/18 with approximately 2,500 attending, and we had 21 meeting events.

Kevan also updated us on our upcoming events. 09/11 Memorial Stair Climb will be on 09/07, KC and the Sunshine Band 09/13 and we have 33 meeting events.

Old Business:

Arena Lighting Upgrade is in progress and should be complete September 12th.
West parking lot paving project is in progress and should be complete within 2 weeks.



CADENCE BANK
Arena & Conference Center

Ratifying the contract on West parking lot project bid# 2024-042PW was discussed. Commissioner Devonte Thomas made a motion to ratify the contract as written, seconded by Commissioner Darrell Marecle. All commissioners voted aye; the motion passed.

New Business

Special called meeting for Thursday, 08/29 was discussed to approve the winning bid for the ice floor covering bid#2024-051CO. Commissioner Devonte Thomas made a motion to approve the special called meeting, seconded by Commissioner Louis Conley. All commission members voting aye, the motion passed.

Check Approval:

Commissioner Devonte Thomas made a motion to approve the checks from July, seconded by Commissioner Cooper Miller. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jessica Hollinger adjourned the meeting at approximately 3:27 p.m.

Darrell Marecle
Secretary

Jessica Hollinger
Chair



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Special Called Meeting
August 29, 2024

Be it known the Tupelo Coliseum Commission did meet for a Special Called Meeting Thursday, August 29, 2024 at 3:00 p.m. in the Conference Center with the following present:

Chair- Jessica Hollinger
Vice Chair- Stephanie Coomer
Commission Secretary-Darrell Marecle
Commissioner- Nat Grubbs-via phone
Commissioner- Gerald Peralta
Commissioner- Cooper Miller- via phone
Commissioner- DeVonte Thomas- via phone

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center

Chair Jessica Hollinger called the meeting to order at 3:00 p.m.

Bid# 2024-051CO

Bid# 2024-051CO ice floor covering was discussed for approval to Covermaster as the winning bidder in the amount of \$190,793.96. Vice Chair Stephanie Coomer made a motion to approve the bid, seconded by Commission Secretary Darrell Marecle. All commission members voted aye, the motion passed.

Adjournment:

Chair Jessica Hollinger adjourned the meeting at approximately 3:05 p.m.

Darrell Marecle
Secretary

Jessica Hollinger
Chair

Only 15 Days KC & The Sunshine Band
SEPTEMBER 13, 2024



TICKETS

[About](#) [Events](#) [Tickets](#) [Host An Event](#)

[Events](#) > [Special](#) > Special Called Commission Meeting

Select Language | ▼

Special Called Commission Meeting

Date: Aug 29, 2024
Time: 3:00 PM - 4:00 PM

Location(s): [Cadence Bank Arena](#) - 6628416573

Category(s):
[Special](#)



*Special Meeting Called
for Tupelo Coliseum
Commission*

Thursday, August 29
3:00 PM
 Upload

Special Called Commission Meeting
 Aug 29, 2024 | 3:00 PM - 4:00 PM





AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE September 26, 2024

SUBJECT: IN THE MATTER OF REVIEW OF THE RESPONSES TO RFQ 2024-055AD AND TO AWARD AN ENERGY SERVICES CONTRACT TO SCHNIEDER ELECTRIC AS THE MOST QUALIFIED RESPONDENT AND TO AUTHORIZE THE MAYOR TO NEGOTIATE THE TERMS OF SUCH CONTRACT SUBJECT TO RATIFICATION BY THE CITY COUNCIL **DL**

The City of Tupelo advertised a Request for Qualifications seeking to procure a contract for energy savings services pursuant to Miss. Code Ann. § 31-7-14. After having received the proposals, each were evaluated by a scoring committee, and the most qualified offeror was selected by the Committee. The scoring committee recommends awarding a contract to Schnieder Electric.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE September 27, 2024

SUBJECT: IN THE MATTER OF AUTHORIZING CERTAIN OFFICERS EMPLOYED BY THE TUPELO POLICE DEPARTMENT TO UTILIZE THEIR UNIFORM, SERVICE WEAPON AND VEHICLE WHILE PERFORMING PRIVATE SECURITY DETAIL FOR TOMBIGBEE ELECTRIC POWER ASSOCIATION
SR

Request:

Tombigbee Electric Power Association will be installing fiber internet along Gloster Street over the next few months. Most of the construction will take place during the night. Tombigbee has requested to employ several police officers to perform traffic duty during the time that crews will be working. Tombigbee will compensate the officers on an hourly rate for their services and will reimburse the City of Tupelo for costs associated with the use of the vehicles.

Included:

List of eligible officers.
Agreement.

STATE OF MISSISSIPPI
COUNTY OF LEE

HOLD HARMLESS AND INDEMNITY AGREEMENT

This hold harmless and indemnity agreement (this “Agreement”) is made effective on _____, _____, 2024 by and between the City of Tupelo, Mississippi (hereinafter “City”) and Tombigbee Electric Power Association and Tombigbee Fiber, LLC. (hereinafter “Business”); and

WHEREAS, the Business desires to hire off-duty police officers employed by the City to perform private security functions in accordance with the provisions of Miss. Code Ann. § 17-25-11 (1972, as amended); and

WHEREAS, the Business acknowledges and agrees that any City police officer performing private security services for the Business shall be deemed to be acting under an independent contractual service agreement for the Business; and

WHEREAS, the Business desires to hold harmless and indemnify the City from any claims and/or litigation arising from employment of any police officer performing private security services; and

WHEREAS, the proposed employment of Police Officers by the Business is not likely to bring disrepute to the City or its law enforcement agency, the officer at issue, or law enforcement generally, and that the use of the official uniform and/or weapon in the discharge of the officer's private security endeavor promotes the public interest.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Business and the City hereby agree as follows:

TERMS:

1. **Hold Harmless and Indemnification.** Acts and omissions of an officer in discharge of private security employment shall be deemed to be the acts and omissions of the person or entity who hires or enters into any independent contractual service agreement with an officer for the private security services, and not the acts and omissions of the employing jurisdiction whose uniform, weapon and vehicle are approved for the private security use. The Business employing the officer for private security purposes shall hold harmless the City and fully indemnify the City for any expense or loss, including attorney’s fees, which results from any action taken against the City arising out of the acts or omissions of the officer in discharge of private security services while wearing the official uniform or using the official weapon of the City. The Business agrees the City shall not be liable for acts or omissions of an officer in the discharge of the private security employment duties for the Business.

2. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective party.

3. **Amendment; Modification.** No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by the parties.

4. **Waiver.** No waiver of any default by the City shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

5. **Insurance Coverage:** Business will provide general liability insurance coverage naming the City as a named insurance for no less than the amount of recovery provided for by Miss. Code Anno. §11-46-15 (1972 as amended), and applicable insurance for any City police officer providing approved private security services for the Business.

6. **Compensation:** Business shall be solely responsible for the payment of any wage or compensation owed to any police officer performing private security for or on behalf of the Business, and any such compensation shall be paid pursuant to those terms that may be agreed upon by the Business and the police officer. Any police officer performing services in accordance with this agreement shall be compensated by Business in an amount not less than \$40.26 per hour.

7. **Reimbursement:** Business shall reimburse the City for all costs associated with the use of City equipment in accordance with this agreement, including the use of vehicles. Such reimbursement shall be at a rate of \$22.91 per hour per vehicle used.

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

9. **Enforceability, Severability, and Reformation.** If any provisions of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. In the event any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Mississippi law.

10. **Applicable Law.** This Agreement shall be governed exclusively by the laws of the State of Mississippi, without regard to conflict of law provisions.

11. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the applicable federal and/or state courts of Lee County, Mississippi. Each party expressly consents to and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each

Party consents to the dismissal of any lawsuit that they might bring in any other jurisdiction or venue.

12. **Signatories:** This Agreement shall be signed on behalf of the Business by Scott Hendrix, its General Manager and Chief Executive Officer, and on behalf of the City by Todd Jordan, Mayor and effective as of the date first written above.

TOMBIGBEE ELECTRIC POWER ASSN. and TOMBIGBEE FIBER, LLC.

By: _____
Scott Hendrix, General Manager and CEO

CITY OF TUPELO, MISSISSIPPI

By: _____
Todd Jordan, Mayor

BELL	TRAVIS
BERRYMAN	KEYLON ZACKARY
BOX	RANDY
BRAMLETT	BRETT (COLTON)
BOWENS	MICHAEL
WALKER	AMBROSE
BROWN	CHRISTOPHER
BROWN	JEFFERY
BURNLEY	SHELBY
BURRESS	DEVIN BLAKE
BURRESS	JEMONTE
CALDWELL	JOSHUA DEAN
CALLAHAN	JAMES
CARTER	JESSICA
NOE	ROY
COOK	TYLER
CUNNINGHAM	MITCHELL
DAVIDSON	JARRET
EDMONDSON	BRAXTON
EWING	DYLAN
FORMAN	JACOB
GORDON	BRADLEY
GRAHAM	MIGUEL
GRAVES	WESLEY
GRIFFIN	JEFFERY
HANNON	EVAN
MANSELL	DOUG
HARVEY	CHARLES
HAYES	CHRISTIAN
HENSON	JASON
HOOD	JAMES
HURST	AUSTIN
WILKERSON	WALTER
JENSEN	JEREMIE
JOHNSON	JONATHAN
JOHNSON	PATRICK
JONES	CAMERON
JONES	SHUNDREKA
JUMPER	CASSIDY
KIMBROUGH	CHRISTOPHER
KLOACJAMES	WESTON
LEE	JOSHUA
MANNING	DAVIS
WHITE	KATARSHA
MARSHALL JR.	JAMES
MCBRIDE	LATERRIAN

MCREE	DAVID
MERRILL	ADAM
MILLER	JOSHUA
MILLS	KALEB
SMITH	BETH
MONTGOMERY	JEREMY
MOORE	AUSTIN TYLER
MOSS	JACOB
NANNEY JR.	JAMES
NEAL	JOSHUA
PACE	JUSTIN
PARKER JR	KEVIN
PATTON	JAMAL
PAYNE	NOAH
PRICE	JON
RAMIREZ JR.	HERIBERTO
RAY	GEORGE
HENDRIX	PAUL
REED	MARCUS
SADLER	JEREARD
SANFORD	ADAM
SCOTT	DEREK
SENER	CHRISTOPHER AUSTIN
SENER	JOSEPH
SHEFFIELD	NATHAN
SHEPHERD	DANIEL
SIMMONS	CHRISTOPHER SETH
SMITH	DYLAN
WRIGHT	NATHAN
SMITH	PARKER
STYLES	LAUREN
SULLIVAN	HUNTER
SUMMERLIN	MICHAEL
TALLANT	CAMERON
THOMPSON	JARED DAKOTA
THORNTON	BRENTON
TUBBS	AHMAD
TUCKER	BRANDON
TUTOR	DUSTIN
TYRA	ELIJAH
UHIREN	BENJAMIN
VALES	JOSEPH
VEAL	HAL
VOICU	VICTOR
HARVILLE	DAVID
WARD	TYQUARIUS

WARE	JUSTIN
WASHINGTON	FRED
WASHINGTON	TYE
WEBB	DEAN JUSTIN
YERA	PEDRO
WHITAKER	MARK
WHITLOCK	JACOB
WILLIAMS	LATANA
WRAY	CHRISTOPHER



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE September 26, 2024

SUBJECT: IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE CITY BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE PROJECT (AS DEFINED HEREIN) IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE OF MISSISSIPPI, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

Request:

This item represents the city's resolution announcing its intent to notice and conduct a public hearing to determine the necessity and eligibility of a Tax Increment Financing (TIF) and TIF Plan for Project Target.

The TIF Plan and Exhibits will be supplemented.

The notice will be advertised on October 17, 2024, and the public hearing will be conducted on October 31, 2024.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: August 15, 2024

SUBJECT: IN THE MATTER OF AN AMENDMENT TO DEVELOPMENT CODE CHAPTERS 2, 6, 8 AND 12 CONCERNING THE ADDITIONAL REQUIREMENTS THAT ALL NEW SINGLE-FAMILY HOMES SHALL HAVE CONSTRUCTED A GARAGE OR CARPORT AND THAT ALL APPLICATIONS FOR THE CONSTRUCTION OF SINGLE-FAMILY HOMES BE ACCOMPANIED BY COMPLETE SITE PLANS **SR**

Request:

Attached is an ordinance amending the Development Code to require garages or carports to be constructed as a part of all new single-family residential homes. In addition to this request, the site plan requirements for the construction of new single-family homes will be amended to require a more thorough site plan that includes scaled drawings of the lot, the location of public utilities, a floor plan with square footages, elevation drawings, and an exterior materials list.



AGENDA REQUEST

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

Request:

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

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

These matters will be moved up when completed.