



# TUPELO REGULAR CITY COUNCIL MEETING

SEPTEMBER 03, 2024 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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- INVOCATION:** COUNCIL MEMBER NETTIE DAVIS
- PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER JANET GASTON
- CALL TO ORDER:** COUNCIL PRESIDENT NETTIE DAVIS

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

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

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

### **PUBLIC AGENDA**

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING-2024 TAX LEVY KH
2. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

APPEALS

CITIZEN HEARING

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

**ACTION AGENDA**

- 3.** 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**

**ROUTINE AGENDA**

- 4.** IN THE MATTER OF MINUTES OF AUGUST 20, 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 BUDGET AMENDMENT #12 FOR FY 2024. **KH**
- 8.** 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**
- 9.** 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**
- 10.** IN THE MATTER OF APPROVAL TO SUBMIT FOR MS OUTDOOR STEWARDSHIP TRUST FUND – BALLARD PARK WALKING TRACK IMPROVEMENTS **AC**
- 11.** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
- 12.** IN THE MATTER OF REVIEW/APPROVE LIENS FOR UNPAID LOT MOWING INVOICES **TN**
- 13.** IN THE MATTER OF AN ORDER ACCEPTING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 200 WEST DOZIER STREET AND DECLARING AS SURPLUS THE STRUCTURE(S) LOCATED AT SAID PROPERTY AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUS STRUCTURE **TN**

14. IN THE MATTER OF REVIEW/APPROVE THE REAPPOINTMENT OF THE JACKSON WEST REDEVELOPMENT DESIGN REVIEW COMMITTEE MEMBERS **TN**
15. IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID NO 2024-009PW WARD 7 LAWNSDALE LPA SIDEWALK IMPROVEMENTS **DRB**
16. IN THE MATTER OF ACCEPTING BID #2024-044PD - 2 CHEVROLET SILVERADO TRUCKS (TABLED AT AUGUST 20, 2024 MEETING) **JQ**
17. IN THE MATTER OF APPROVAL OF MDOT MATCHING AIP 3-28-0070-056-2024 GRANT FOR TUPELO AIRPORT AUTHORITY **JW**
18. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF JULY 29, 2024 **KK**
19. IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE MINUTES OF AUGUST 22, 2024 **JT**
20. IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 FOR THE B&B SEWER OUTFALL LINE (BID NO. 2023-044WL) **JT**

**(CLOSE REGULAR SESSION)**

**STUDY AGENDA**

- S1. IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 **BL**

**EXECUTIVE SESSION**

**ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** September 3, 2024  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING-2024 TAX LEVY **KH**

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**Request:**

Public Hearing for the 2024 Budget and tax levy.

**ATTACHED:**  
Public Notice



## **NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR THE UPCOMING FISCAL YEAR FOR THE CITY OF TUPELO**

The City of Tupelo will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2025 during a Regular Meeting on September 3, 2024 at 6:00 p.m. at City Hall. A tax revenue increase is projected due to the county-wide reappraisal and reassessment of property within the City of Tupelo even though the millage of 32.47 will remain the same.

The City of Tupelo is now operating with projected total budget revenue of \$60,395,046. Of that amount 30.95% or \$18,693,804 of such revenue is obtained through ad valorem taxes.

For next fiscal year, the proposed budget has total projected revenue of \$64,139,481. Of that amount, 32.74% or \$21,000,358 is proposed to be financed through a total ad valorem levy of 32.47 mills. A millage of 28.09 would bring in the same ad valorem tax revenue as collected in the prior year. The millage rate in the prior year was 32.47 for city levies.

The decision to not increase the ad valorem tax millage rate for fiscal year 2025 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year 2025.

The proposed ad valorem tax levy to fund the 2024-2025 Tupelo Public School District budget will decrease to 63.79 mills. State law (Ms Code 37-57-104) requires the levying authorities to set millage rates to generate funds equal to the dollar amounts requested by school boards.

For the Tupelo Public School District, a millage rate of 56.79 will produce the same amount of revenue from ad valorem taxes as was collected in the prior year. The millage rate for the prior year was 64.10.

Any citizen of the City of Tupelo is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2025 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE** September 3, 2024  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

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**Request:**

Public Hearing for properties on final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for 09/03/2024

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	47705	105H1503200	3347 MEADOW DR	BROWN TRAVARES	3392 CRAIGMONT CIR	TUPELO, MS 38801	RS
2.	47718	089B3000700	518 ROGERS LN	HARDIN MARK A	1407 KRAMER DR	CARSON, CA 90746	TP
3.	47719	112C0304501	S FEEMSTER LAKE RD	PETTIGREW MICHAEL C	281 MCNEECE ST	TUPELO, MS 38801	BM
4.	47729	084S1800120	3869 N GLOSTER ST	CEJ LLC	1313 HARDING ST	JACKSON, MS 39202	BM
5.	47749	077P3506500	103 LAKEVIEW DR	TP LLC	3271 FORREST HILL DR	BELDEN, MS 38826	RS
6.	47759	075S1600101	4945 ENDVILLE RD	ALVARADO JUAN & REFUGIO	4945 ENDVILLE RD	BELDEN, MS 38826	SB
7.	47760	075S1600102	3424 WALSH RD	WILLIAMS JIMMIE ESTATE	P O BOX 184	BELDEN, MS 38826	SB
8.	47769	089J3117100	434 N PARK ST	JELG ENTERPRISES LLC	3702 OLD OAK RD	CORINTH, MS 38834	TP
9.	47770	089J3118300	920 BLAIR ST	FISHER CHARLES	2409 21ST AVE N	COLUMBUS, MS 39701	TP
10	47779	079V3211300	5467 TURNING LEAF CV	WWD LLC	P O BOX 493	TUPELO, MS 38802	DS
11	47780	079V3213100	25 HARVESTER'S SQ	WWD LLC	P O BOX 493	TUPELO, MS 38802	DS
12	47781	079V3210100	5429 TURNING LEAF CV	WWD LLC	P O BOX 493	TUPELO, MS 38802	DS

Preliminary Lot Mowing Report for

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	47784	113J0700300	1111 S GLOSTER ST	DT HOLD III LLC	328 CR 101	OXFORD, MS 38655	DS
14	47785	112A0414300	1018 WILSON ST	MINOR JAMES B	1018 WILSON STREET	TUPELO, MS 38804	BM
15							
16							
17							
18							
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20							
21							
22							
23							
24							



## 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**

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**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.

## Tupelo Planning Committee

## Proposed Development Code Changes (revised 8/14/2024)

**2.4 – Definitions**

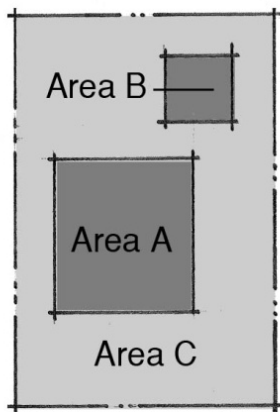
**Carport:** *A roofed structure providing space for the parking or storage of motor vehicles and enclosed on not more than three sides.*

**Garage (Private):** *The term "garage" shall mean a private garage, which is a fully enclosed portion of a main building or a fully enclosed accessory building (i.e., detached from the main building) and used primarily for the storage of privately owned automobiles.*

**6.4.3. - Single-Family Residential Dwellings.**

Unless otherwise specified in this ordinance, this section applies only to housing proposed as a traditional housing development.

- (1) *Size Limitations:* No single-family dwelling unit, duplex, or triplex shall exceed eight thousand (8,000) square feet in size, nor exceed a floor area ratio (FAR) of .60. The total area of all dwellings and accessory structures shall not exceed a FAR of .75.



Area A max = 8,000 SF  
 Area A = or < 0.60 Area C  
 Areas A + B = or < 0.75 Area C

**SIZE LIMITATIONS**

- (2) *Main Entrance:* Location of main entrance: The main entrance of each primary structure must face the street. On corner lots, the main entrance may face either the streets or be oriented to the corner. With buildings that have more than one main entrance, only one entrance must meet this requirement. A building must include a front porch, or stoop at all main entrances that face a street. The porch, pergola/arbor, or stoop shall adjoin the main entrance and the main entrance shall be accessible from the porch.

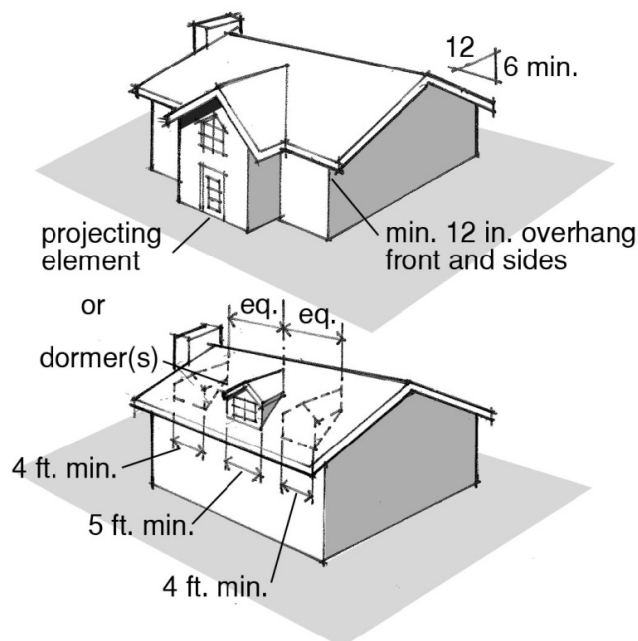
- (3) *Porches*: Porches shall be covered by a solid roof. The roof shall not be located more than 12 feet above the floor of the porch. If the roof of a required porch is developed as a deck or balcony, it may be flat.
- (a) The porch shall be at least 48 square feet and a minimum of eight feet wide. If the main entrance is for more than one dwelling unit, the covered area provided by the porch must be at least 63 square feet and a minimum of nine feet wide.
  - (b) *Openings Between Porch Floor and Ground*: Openings of more than one foot between the porch floor and the ground must be covered with a solid material or lattice.
- (4) *Covered Balconies*: The covered area provided by the balcony must be at least 48 square feet, a minimum of eight feet wide, and no more than 15 feet above grade. The covered balcony must be accessible from the interior living space of the house.
- (5) *Garages Generally*: **Garages and carports of single-family residential dwellings shall be constructed in accordance with these standards:**
- (a) *Detached Garages*: These standards encourage detached garages as an alternative to front-loaded attached garages. Detached garages are permitted in any zoning district. Detached garages shall be in the rear yard. The footprint for the garage structure shall not exceed 24 by 24 feet. The garage walls shall not exceed 15 feet in height or the height of the principal structure, whichever is less.
  - (b) A detached garage that is nonconforming due to its location in a setback may be rebuilt on its existing foundation if it was originally constructed legally. An addition may be made to these types of garages if the addition complies with the standards of this section or if the combined size of the existing foundation and any additions are no larger than 12 feet wide by 18 feet deep. The garage walls shall not exceed ten feet in height.
  - (c) ~~Detached garages accessed from the rear are required in traditional housing developments.~~ **Attached garages or carports must be constructed at least 10-feet behind the front façade of the home.**
  - (d) *Garages on Corner Lots*: Garages on corner lots may face the side street if set back the same distance as the primary building facade on the street side.
  - (e) *Maximum Length and Size*: The length of that portion of a garage wall facing the street shall not exceed 30 percent of the length of the street-facing building facade.
  - (f) ***All single-family residential dwellings are required to have an attached fully enclosed garage. If otherwise allowed, a detached garage may be constructed to meet this requirement. An attached carport may be constructed in lieu of a fully enclosed garage if the carport allows for side or rear entry and is not viewable from the front façade of the home. If the garage or carport of an existing house is converted into living area, a new garage or carport (whichever is consistent with what is being enclosed)***

*must be added, which meets the setbacks as required elsewhere in this Code.*

- (g) *Single-family residential dwellings located on a lot having a width less than 90-feet shall have a minimum of a 1-car garage or carport. Single-family residential dwellings located on a lot having a width of 90-feet or more shall have a minimum of a 2-car garage or carport.*

(6) *Roofs.*

- (a) Slope: Principal structures must have a roof that is sloped, with a pitch that is no flatter than six units of vertical run to 12 units of horizontal rise.
- (b) Architectural Features: The roof of a principal structure shall include at least one of the following architectural details:
- (i) At least one dormer facing the street. If only one dormer is included, it shall be at least five feet wide and shall be centered horizontally between each end of the front elevation. If more than one dormer is provided, a dormer at least four feet wide must be provided on each side of the front elevation; or
  - (ii) A gable end, or gabled end of a roof projection, facing the street.
- (c) Roof Eaves: Roof eaves must project from the building wall at least 12 inches, measured horizontally, on at least the front and side elevations.



**ARCHITECTURAL FEATURES**

- (7) *Foundation:* The ground level of the first floor, including the lowest elevation of any point of the front facade, shall be elevated at least three feet from the horizontal surface of the street or sidewalk. Plain concrete block or plain concrete may be used as foundation material if the foundation material is not visible by more than three feet above the finished grade level adjacent to the foundation wall.



(8) *Exterior Finish Materials:* Concrete block, plain concrete, corrugated metal, plywood, and sheet pressboard are not allowed as exterior finish material. Composite boards manufactured from wood or other products, such as hardboard or hardiplank, may be used when the board product is less than six inches wide.

(a) Where wood products are used for siding, the siding must be shingles or horizontal siding and not shakes.

(b) Where horizontal siding is used, it must be shiplap or clapboard siding composed of boards with a reveal of three to six inches, or vinyl or aluminum siding that is in a clapboard or shiplap pattern where the boards in the pattern are six inches or less in width.

(9) *Windows and Entryways:* At least 15 percent of the area of a street-facing facade must include windows or main entryways. Street-facing windows shall comply with the following requirements:

(a) Each window must be square or vertical—at least as tall as it is wide; or

(b) A horizontal window opening may be created by grouping two or more vertical windows.

### **8.2.1. - Minimum and Maximum Parking Standards.**

(1) Table [8.2.7](#), Off Street Parking Standards, lists parking requirements for each use and shall be used to calculate parking spaces needed for a proposed development. All site plans shall include the location and dimensions of all off-street parking in accordance with this Section the Code. Such plans shall include disabled parking spaces according to the requirements of the currently adopted building code. This information shall be in sufficient detail to enable Development Services staff to determine if the minimum standards have been met.

(2) Multi-family and non-residential development shall be permitted to apply for additional parking. A development with a total parking requirement of 20 or fewer spaces may provide up to 25 percent more spaces as a permitted use. Such development may apply for a compatible use permit for 26—50 percent more parking spaces and a flexible use permit for 51 percent or more parking spaces. A development of 21 or more spaces may provide up to 25 percent more spaces as a permitted use. Such development may apply for a compatible use permit for 26—50 percent more parking spaces and a flexible use permit for 51 percent or more additional spaces.

(3) The process of obtaining a compatible or flexible use permit shall allow the developer to show how mitigation strategies or design alternatives shall offset the additional stormwater runoff and other impacts the increased parking will create. These measures could include grass parking, pervious pavement, stormwater islands, bio-retention areas, increased landscaping, or other tools. In determining whether to approve a conditional use permit, the City of Tupelo shall also consider the site design of the development and the visual effect of additional parking. Developers are encouraged to locate parking in an area that is less visible from the street and thus mitigates any adverse visual impact.

***(4) All single-family residential dwellings are required to construct a garage or carport as specified in Section 6.4.3 (5) of this Code.***

***(5) Existing single-family residences that do not have a garage or carport meeting the requirements of this code and undergo a renovation or addition after the effective date of this subsection with an estimated cost equal to more than half of the fair market value of the residence, shall construct a garage or carport in accordance with Section 6.4.3(5) of this Code.***

**12.11.2.1. - Basic Site Plans.**

(1) Criteria: Projects shall be considered basic site plans if they meet the following standards.

- (a) They involve the development of not more than one single-family detached dwelling or one duplex dwelling; or
- (b) They involve accessory structures less than 25 percent of the size of principal buildings; or
- (c) They involve additions to an existing single family residential structure; or
- (d) They involve non-residential additions less than 25 percent of the size of the principal building.

***(2) Requirements. Basic site plans for the construction of a new single family residential dwelling shall include, at a minimum, a scaled drawing of the lot with all boundary lines and setbacks depicted, the location of public utilities, a floor plan with square footages, full elevation drawings, and an exterior materials list.***

(3) Approval. Basic site plans shall be approved by the Director of Development Services or designee.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** August 15, 2024

**SUBJECT:** IN THE MATTER OF MINUTES OF AUGUST 6, 2024 MEETING

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**Request:**

For your review and approval



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** August 15, 2024  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

For your review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** September 3, 2024

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

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**Request:**

There are no items for approval at this time.

**ITEMS:**

None



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** September 3, 2024  
**SUBJECT:** IN THE MATTER OF BUDGET AMENDMENT #12 FOR FY 2024. **KH**

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### Request:

Please review and approve amendment #12 which includes:

- To increase the general fund for a MS Department of Archives grant received and transferred to the Tupelo Historic Preservation Society (\$11,513).
- To increase the Fire Department for unexpected expenditures in the fiscal year 2024 budget (60,000).
- To increase the Police Department for unexpected expenditures in the fiscal year 2024 budget (265,000).

### ITEMS:

Amendment #12

**City of Tupelo**  
**Fy 2024 Budget Revision #12**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	38,231,044	11,513	38,242,557
Charges for Services	698,000		698,000
Fines & Forfeits	647,227		647,227
Interest Income & Misc. Revenues	1,408,277	325,000	1,733,277
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	4,005,616	-	4,005,616
<b>Total General Fund Revenues</b>	<b>55,058,133</b>	<b>336,513</b>	<b>55,394,646</b>

Purpose: To budget for additional funds received to fund unexpected expenditures for the Fire & Police Departments (\$325,000)  
To budget for State funds from MS Department of Archives for the Tupelo Historic Preservation Society (\$11,513).

**Expenditures:**

**City Council**

Personnel	310,772		310,772
Supplies	6,000		6,000
Other Services & Charges	196,250		196,250
Capital	-	-	-
<b>Total City Council</b>	<b>513,022</b>	<b>-</b>	<b>513,022</b>

Purpose:

**Executive Dept.**

Personnel	1,151,489		1,151,489
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b>1,464,839</b>	<b>-</b>	<b>1,464,839</b>

Purpose:

**City Court**

Personnel	1,000,016		1,000,016
Supplies	32,300		32,300
Other Services & Charges	107,342		107,342
Capital	-	-	-
<b>Total City Court</b>	<b>1,139,658</b>	<b>-</b>	<b>1,139,658</b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	891,767		891,767
Supplies	31,600		31,600
Other Services & Charges	624,325		624,325
Capital	326,400	-	326,400
<b>Total Finance Department</b>	<b><u>1,874,092</u></b>	<b><u>-</u></b>	<b><u>1,874,092</u></b>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	349,868		349,868
Supplies	4,100		4,100
Other Services & Charges	131,400		131,400
Capital	-	-	-
<b>Total Human Resources</b>	<b><u>485,368</u></b>	<b><u>-</u></b>	<b><u>485,368</u></b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,435,505		1,435,505
Supplies	37,172		37,172
Other Services & Charges	240,960		240,960
Capital	-	-	-
<b>Total Development Services</b>	<b><u>1,713,637</u></b>	<b><u>-</u></b>	<b><u>1,713,637</u></b>

Purpose:

<b><u>Police Dept</u></b>			
Personnel	10,029,989		10,029,989
Supplies	783,486		783,486
Other Services & Charges	2,335,455	265,000	2,600,455
Capital	505,827	-	505,827
<b>Total Police Dept.</b>	<b><u>13,654,757</u></b>	<b><u>265,000</u></b>	<b><u>13,919,757</u></b>

Purpose: To fund unexpected expenditures

<b><u>Fire Dept</u></b>			
Personnel	7,233,609		7,233,609
Supplies	415,288	20,000	435,288
Other Services & Charges	400,786	40,000	440,786
Capital	-	-	-
<b>Total Fire Dept.</b>	<b><u>8,049,683</u></b>	<b><u>60,000</u></b>	<b><u>8,109,683</u></b>

Purpose: To fund unexpected maintenance needs.



	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,339,911		3,339,911
Supplies	406,100		406,100
Other Services & Charges	2,375,258		2,375,258
Capital	<u>17,000</u>	<u>-</u>	<u>17,000</u>
<b>Total Public Works</b>	<b><u>6,138,269</u></b>	<b><u>-</u></b>	<b><u>6,138,269</u></b>
Purpose:			
<b><u>Parks &amp; Recreation</u></b>			
Personnel	2,373,364		2,373,364
Supplies	466,385		466,385
Other Services & Charges	1,269,433		1,269,433
Capital	<u>31,659</u>	<u>-</u>	<u>31,659</u>
<b>Total Parks &amp; Rec</b>	<b><u>4,140,841</u></b>	<b><u>-</u></b>	<b><u>4,140,841</u></b>
Purpose:			
<b><u>Aquatics Facility</u></b>			
Personnel	487,227		487,227
Supplies	103,500		103,500
Other Services & Charges	512,000		512,000
Capital	<u>17,530</u>	<u>-</u>	<u>17,530</u>
<b>Total Aquatics Facility</b>	<b><u>1,120,257</u></b>	<b><u>-</u></b>	<b><u>1,120,257</u></b>
Purpose: To budget for equipment to be purchased with donated funds.			
<b><u>Museum</u></b>			
Personnel	149,110		149,110
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	<u>4,000</u>	<u>-</u>	<u>4,000</u>
<b>Total Museum</b>	<b><u>199,710</u></b>	<b><u>-</u></b>	<b><u>199,710</u></b>
Purpose:			
<b>Community Services</b>	<b><u>1,343,100</u></b>	<b><u>11,513</u></b>	<b><u>1,354,613</u></b>
Purpose:			
<b>Debt Service</b>	<b><u>325,480</u></b>	<b><u>-</u></b>	<b><u>325,480</u></b>
Purpose:			
<b>Other Financing Uses</b>	<b><u>12,895,420</u></b>	<b><u>-</u></b>	<b><u>12,895,420</u></b>
Purpose:			
<b>Reserves</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Total General Fund Expenditures</b>	<b><u>55,058,133</u></b>	<b><u>336,513</u></b>	<b><u>55,394,646</u></b>

Voting

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

Approved:

\_\_\_\_\_  
 President of the Council  
 City of Tupelo

Attest:

\_\_\_\_\_  
 Clerk of the Council

\_\_\_\_\_  
 Mayor  
 City of Tupelo

Attest:

\_\_\_\_\_  
 City Clerk



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Writer

**DATE:** 03 September 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

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**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, 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 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 # 8.

1. Sub-Recipient's Name: <b>Tupelo Fire Department</b>  Mailing Address: <b>106 W. Jefferson Street Tupelo, MS 38804</b>  Telephone Number: <b>(662) 841-6439</b>  E-Mail: <b>brad.robinson@tupeloms.gov</b>		2. Effective Date of Grant: September 1, 2024  3. Sub-Recipient Grant Number: <b>24HS366</b>  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 # - <b>DK9PFM6XSDR7</b>	9. Congressional District: <b>MS01</b>			
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 ___ <b>X</b> 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	<b>\$0.00</b>	(1) Federal	<b>\$40,000.00</b>	\$0.00	100%
(2) Personal Services-Fringe	<b>\$0.00</b>	(2) State	\$0.00	\$0.00	0%
(3) Contractual Services	<b>\$0.00</b>	(3) Local	\$0.00	\$0.00	0%
(4) Travel/Training	<b>\$0.00</b>	(4) Other	\$0.00	\$0.00	0%
(5) Equipment	<b>\$40,000.00</b>	Total:	<b>\$40,000.00</b>	\$0.00	100%
(6) Commodities/Supplies	<b>\$0.00</b>	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	<b>\$0.00</b>	Number of Grants:	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>
<b>TOTAL</b>	<b>\$40,000.00</b>	<b>TOTAL:</b>	<b>\$101,765.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
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 <b>9/11/24</b>			Signature _____ Date _____		
Name: Baxter Kruger Title: MOHS Executive Director/SAA			Name: _____ Title: Authorized Signatory Official		



The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

**FY24 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES****PROJECT:**

The following project will:

- Prevent a threatened or actual threat of terrorism.
- Protect citizens, residents, visitors and assets against the threats that pose the greatest risk to the security of the United States.
- Mitigate the loss of life and property by lessening the impact of future catastrophic events.
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

**GOAL:**

Increase jurisdiction participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond to, and recover from terrorism incidents and attacks.

**OBJECTIVES:**

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

**GOAL:**

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts. Increase jurisdiction capabilities by reducing vulnerabilities and risks against terrorism incidents.

**3<sup>RD</sup> QUARTER (March, APRIL & MAY)**

- Submit 3<sup>rd</sup> 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 4<sup>th</sup> 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.

**4<sup>th</sup> QUARTER (June, July, and August)**

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

**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.

### 1<sup>st</sup> 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.

### 2<sup>nd</sup> QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2<sup>nd</sup> 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 3<sup>rd</sup> 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 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	\$0.00	\$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
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# MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

*Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021*, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

### **Federal Terms and Conditions:**

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

#### **B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.



- 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](mailto: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](mailto: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.

#### VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

#### VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

#### IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

#### XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

### 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 award 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



lobbying certification form as described in Appendix A to 6C.F.R. Part 9 or available on Grants.gov Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**XXII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**XXIV. Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**XXV. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**XXVI. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**XXVII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXVIII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXIX. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

### 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](#).

**XXXIII. Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

**XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

**XXXV. Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

**XXXVI. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**XXXVII. Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

**XXXVIII. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

**1. Lobbying**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or



cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Local 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

- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

#### **4. Procurement:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

#### **5. Organizational and Financial Requirement:**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

- a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
  - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
- a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
  - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - c. Provides information for planning, control, and evaluation of direct and indirect costs.
  - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
  - i. having new or substantially changed systems
  - ii. having new compliance personnel
  - iii. loss of license or accreditation to operate program

**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.



(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

### FEMA Standard Terms and Conditions

#### FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023\*

**\*Please note that at the time of Award Development these had not been updated by FEMA for FY24.**

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

#### 1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA’s EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### 2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### 3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

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](mailto: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.



**Mississippi Office of Homeland Security  
FY24 Terms and Conditions:**

**Compliance and Regulations:**

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
7. The Authorized Signatory Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
8. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment.

**Grant Funding:**

9. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
10. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
12. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
15. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any 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](http://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.

**Reporting of Program Requirements:**

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15
December 1-February 28	2 <sup>nd</sup> Quarter	March 15
March 1-May 31	3 <sup>rd</sup> Quarter	June 15
June 1-August 31	4 <sup>th</sup> Quarter	September 15
Closeout	Closeout	October 15

**Non-performance of Grant Activities:**

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
33. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

**Audit Requirements:**

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency,



- or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through 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

the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.

43. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
44. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

**Intelligence Sharing:**

45. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
46. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
47. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

**Other Provisions:**

48. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
49. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
50. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
51. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
52. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

**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:** 03 September 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:

Rover III XRay System – consists of a pelican case with screen to allow instant viewing of the xray relay system

Second Tablet Bright S Kit – a smaller screen for areas or places that involve manual tech entry

Robot C Arm Kit for xray to be used remotely on existing robot





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



9/11/24

\_\_\_\_\_  
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 # 9.

1. Sub-Recipient's Name: <b>Tupelo Police Department-Bomb Squad</b>  Mailing Address: <b>71 East Troy Street Tupelo, MS 38804</b>  Telephone Number: <b>(662) 841-6565</b>  E-Mail: <b>abby.christian@tupeloms.gov</b>	2. Effective Date of Grant: September 1, 2024  3. Sub-Recipient Grant Number: <b>24LE366B</b>  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 # - <b>DK9PFM6XSDR7</b>	9. Congressional District: <b>MS01</b>
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 ___ <b>X</b> 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:	<b>FY21</b>	<b>FY22</b>
<b>TOTAL</b>	<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$37,000.00</b>
			<b>\$0.00</b>

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 <b>9/11/24</b>	15. Approval from Sub-Recipient:  Signature _____ Date _____  Name: _____ Title: <b>Authorized Signatory Official</b>
Name: <b>Baxter Kruger</b> Title: <b>MOHS Executive Director/SAA</b>	

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

**FY24 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES****PROJECT:**

The following project will:

- Prevent a threatened or actual threat of terrorism.
- Protect citizens, residents, visitors and assets against the threats that pose the greatest risk to the security of the United States.
- Mitigate the loss of life and property by lessening the impact of future catastrophic events.
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

**GOAL:**

Increase jurisdiction participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond to, and recover from terrorism incidents and attacks.

**OBJECTIVES:**

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

**GOAL:**

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts. Increase jurisdiction capabilities by reducing vulnerabilities and risks against terrorism incidents.



**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.

### 1<sup>st</sup> 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.

### 2<sup>nd</sup> QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2<sup>nd</sup> 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 3<sup>rd</sup> 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.

**3<sup>RD</sup> QUARTER (March, APRIL & MAY)**

- Submit 3<sup>rd</sup> 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 4<sup>th</sup> 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.

**4<sup>th</sup> QUARTER (June, July, and August)**

- Submit 4<sup>th</sup> 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 1<sup>st</sup> **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 4<sup>th</sup> Quarter Report. (June 1-August 31). Due to MOHS **September 15<sup>th</sup>**.
- Prepare Closeout Form and supporting documentation to MOHS. Due **October 15<sup>th</sup>**.
- 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 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	
<b>TOTALS</b>			<b>\$92,450.00</b>	<b>\$92,450.00</b>

# MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

*Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021*, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

### **Federal Terms and Conditions:**

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>.

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

#### **B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances**

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.



- 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](mailto: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](mailto: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.

#### VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

#### VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

#### IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

#### XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

### 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



lobbying certification form as described in Appendix A to 6C.F.R. Part 9 or available on Grants.gov Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**XXII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**XXIV. Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**XXV. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**XXVI. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**XXVII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXVIII. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXIX. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.



### 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](#).

**XXXIII. Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

**XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

**XXXV. Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

**XXXVI. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**XXXVII. Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

**XXXVIII. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

**Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest**

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

**1. Lobbying**

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting 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 the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Local 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



- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

#### **4. Procurement:**

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

#### **5. Organizational and Financial Requirement:**

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

- a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
  - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
- a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
  - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - c. Provides information for planning, control, and evaluation of direct and indirect costs.
  - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

- a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
  - i. having new or substantially changed systems
  - ii. having new compliance personnel
  - iii. loss of license or accreditation to operate program

## **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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

## **FEMA Standard Terms and Conditions**

### FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023\*

**\*Please note that at the time of Award Development these had not been updated by FEMA for FY24.**

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

### **1. Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

### **2. Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

### **3. Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

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](mailto: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.



**Mississippi Office of Homeland Security  
FY24 Terms and Conditions:**

**Compliance and Regulations:**

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
7. The Authorized Signatory Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
8. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment.

**Grant Funding:**

9. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
10. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
12. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
15. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.



16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any 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](http://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.

**Reporting of Program Requirements:**

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 <sup>st</sup> Quarter	December 15
December 1-February 28	2 <sup>nd</sup> Quarter	March 15
March 1-May 31	3 <sup>rd</sup> Quarter	June 15
June 1-August 31	4 <sup>th</sup> Quarter	September 15
Closeout	Closeout	October 15

**Non-performance of Grant Activities:**

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
33. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

**Audit Requirements:**

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency,

- 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

the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.

43. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
44. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

**Intelligence Sharing:**

45. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
46. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
47. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

**Other Provisions:**

48. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
49. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
50. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
51. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
52. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.



**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:** Abby Christian, Grant Writer

**DATE** 03 September 2024

**SUBJECT:** IN THE MATTER OF APPROVAL TO SUBMIT FOR MS OUTDOOR STEWARDSHIP TRUST FUND – BALLARD PARK WALKING TRACK IMPROVEMENTS AC

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**Request:** Request to submit a grant for funding that will be applied to the Ballard Park walking track improvements/repaving project. Overall cost/match TBD by 9/3.

**Agency:** Mississippi Department of Finance and Administration

**Grant:** MS Outdoor Stewardship Trust Fund (MOSTF)

**Grant #:** TBD

**Match:** TBD – there is no set match percentage but a match is required

**Submission Deadline:** 16 September 2024



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** September 3, 2024

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING TN

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**Request:**

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



Preliminary Lot Mowing Report for 09/03/2024

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	47705	105H1503200	3347 MEADOW DR	BROWN TRAVARES	3392 CRAIGMONT CIR	TUPELO, MS 38801	RS
2.	47718	089B3000700	518 ROGERS LN	HARDIN MARK A	1407 KRAMER DR	CARSON, CA 90746	TP
3.	47719	112C0304501	S FEEMSTER LAKE RD	PETTIGREW MICHAEL C	281 MCNEECE ST	TUPELO, MS 38801	BM
4.	47729	084S1800120	3869 N GLOSTER ST	CEJ LLC	1313 HARDING ST	JACKSON, MS 39202	BM
5.	47749	077P3506500	103 LAKEVIEW DR	TP LLC	3271 FORREST HILL DR	BELDEN, MS 38826	RS
6.	47759	075S1600101	4945 ENDVILLE RD	ALVARADO JUAN & REFUGIO	4945 ENDVILLE RD	BELDEN, MS 38826	SB
7.	47760	075S1600102	3424 WALSH RD	WILLIAMS JIMMIE ESTATE	P O BOX 184	BELDEN, MS 38826	SB
8.	47769	089J3117100	434 N PARK ST	JELG ENTERPRISES LLC	3702 OLD OAK RD	CORINTH, MS 38834	TP
9.	47770	089J3118300	920 BLAIR ST	FISHER CHARLES	2409 21ST AVE N	COLUMBUS, MS 39701	TP
10	47779	079V3211300	5467 TURNING LEAF CV	WWD LLC	P O BOX 493	TUPELO, MS 38802	DS
11	47780	079V3213100	25 HARVESTER'S SQ	WWD LLC	P O BOX 493	TUPELO, MS 38802	DS
12	47781	079V3210100	5429 TURNING LEAF CV	WWD LLC	P O BOX 493	TUPELO, MS 38802	DS

Preliminary Lot Mowing Report for

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	47784	113J0700300	1111 S GLOSTER ST	DT HOLD III LLC	328 CR 101	OXFORD, MS 38655	DS
14	47785	112A0414300	1018 WILSON ST	MINOR JAMES B	1018 WILSON STREET	TUPELO, MS 38804	BM
15							
16							
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23							
24							



# AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** September 3, 2024

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

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**Request:**

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

<u>ADDRESS</u>	<u>PARCEL</u>	<u>LIEN AMOUNT</u>
1415 Boggan Drive	077Q-36-102-02	\$300.00
2308 Torrey	077P-35-187-00	\$550.00
2672 Arlington Drive	077E-26-183-00	\$300.00
1507 Trace Avenue	077C-25-016-00	\$300.00
1210 Kelly Street	088J-33-024-00	\$350.00
206 West Dozier Street	089F-30-302-00	\$300.00
517 West Barnes Street	089F-30-050-00	\$300.00
222 West Barnes Street	089F-30-306-00	\$300.00
418 Lakeview Drive	101B-02-130-00	\$300.00
2411 Danny Street	077P-35-006-00	\$300.00

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 47674**

**TTLBL, LLC**

**OWNER**

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

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

Property Owner: TTLBL, LLC.  
Address of Owner: 4747 EXECUTIVE DRIVE, STE 510  
SAN DIEGO, CA 92121  
Parcel Number: 101B-02-130-00  
Address of Violation: 418 LAKEVIEW DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47671**

**ROMAN DOUGLAS**

**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 **ROMAN DOUGLAS** (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: ROMAN DOUGLAS  
Address of Owner: 901 MERCER STREET  
TUPELO, MS 38804  
Parcel Number: 089F-30-306-00  
Address of Violation: 222 WEST BARNES STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47575**

**TOMMY & KAREN JENKINS**

**OWNERS**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **TOMMY AND KAREN JENKINS** (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: TOMMY AND KAREN JENKINS

Address of Owner: 2308 TORREY STREET  
TUPELO, MS 38801

Parcel Number: 077P-35-187-00

Address of Violation: 2308 TORREY STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, adjudicated the actual cost of lot mowing to be **\$550.00**. 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47559**

**ZAUL ALEJANDRO RANGEL & ALEJANDRO RANGEL**

**OWNERS**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **ZAUL ALEJANDRO RANGEL & ALEJANDRO RANGEL** (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: ZAUL ALEJANDRO RANGEL & ALEJANDRO RANGEL

Address of Owner: 1018 CHICKASAW TRAIL  
TUPELO, MS 38801

Parcel Number: 077Q-36-102-02

Address of Violation: 1415 BOGGAN DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47661**

**MICHAEL FANT, LLC**

**OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **MICHAEL FANT, LLC** (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: MICHAEL FANT, LLC

Address of Owner: 3578 FAIR OAKS DRIVE  
BELDEN, MS 38828

Parcel Number: 089F-30-050-00

Address of Violation: 517 WEST BARNES STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47677**

**TTLBL, LLC.**

**OWNER**

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

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

Property Owner: TTLBL, LLC.  
Address of Owner: 4747 EXECUTIVE DRIVE, STE 510  
SAN DIEGO, CA 92121  
Parcel Number: 077P-35-006-00  
Address of Violation: 2411 DANNY STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47576**

**GENE TAYLOR CONSTRUCTION COMPANY, INC.**

**OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **GENE TAYLOR CONSTRUCTION COMPANY, INC.** (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: GENE TAYLOR CONSTRUCTION COMPANY, INC.  
Address of Owner: 5989 PURNELL ROAD  
BELDEN, MS 38826  
Parcel Number: 077E-26-183-00  
Address of Violation: 2672 ARLINGTON DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47619**

**DEAN WEBB & JENNIFER HANKINS**

**OWNERS**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **DEAN WEBB AND JENNIFER HANKINS** 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: DEAN WEBB AND JENNIFER HANKINS

Address of Owner: 1104 CR 811  
SALTILLO, MS 38866

Parcel Number: 077C-25-016-00

Address of Violation: 1507 TRACE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47656**

**JOANNE M. COLE**

**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 **JOANNE M. COLE** (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: JOANNE M. COLE  
Address of Owner: 877 ELVIS PRESLEY DRIVE  
TUPELO, MS 38804  
Parcel Number: 089f-30-302-00  
Address of Violation: 206 WEST DOZIER

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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. 47651**

**SHEILA SANDERS**

**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 **SHEILA SANDERS** (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: SHEILA SANDERS  
Address of Owner: 2512 SOUTH GLOSTER ST.  
TUPELO, MS 38801  
Parcel Number: 088J-33-024-00  
Address of Violation: 1210 KELLY STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/20/2024** 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 **09/03/2024**, adjudicated the actual cost of lot mowing to be **\$350.00**. 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 30<sup>th</sup> day of September, 2024, 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 3rd day of September, 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:** September 3, 2024

**SUBJECT:** IN THE MATTER OF AN ORDER ACCEPTING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 200 WEST DOZIER STREET AND DECLARING AS SURPLUS THE STRUCTURE(S) LOCATED AT SAID PROPERTY AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUS STRUCTURE TN

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## Request:

On the June 12, 2024, the City of Tupelo purchased real property located at 200 West Dozier Street from Saowanee Sattrakoune and Kobchai Timrathana. The structure located on the property is in a blighted condition, and in need of demolition. The attached Order approves the following:

- To accept the conveyance of real property located at 200 West Dozier Street.
- To declare as surplus the structure located at 200 West Dozier Street.
- To authorize the demolition of the structures declared surplus.

**ORDER**

**AN ORDER DECLARING AS SURPLUS THE STRUCTURE AND REAL PROPERTY  
LOCATED AT 200 DOZIER STREET, TAX PARCEL NUMBER  
089F-30-300-00, AND TO AUTHORIZE THE DEMOLITION OF THE  
SURPLUSSED STRUCTURE.**

**WHEREAS**, pursuant to Mississippi Code Anno. § 17-25-25 (1) (1972 as amended), local governing authorities may dispose of any real or personal property belonging to the authority in the manner it deems appropriate and in its best interest when the property has ceased to be used for public purposes and has a fair market value of zero; and

**WHEREAS**, the City of Tupelo acquired real property lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East by Warranty Deed from Saowanee Sattrakoune And Kobchai Timrattana on the 12<sup>th</sup> day of June, 2024, and such deed is on file in the office of the Chancery Clerk, Lee County, MS as instrument number 2024006226; and

**WHEREAS**, the property described above contains a blighted building and personal property that are of no economic value and are not needed for municipal or related purposes and are not to be used in the operation of the municipality; and

**WHEREAS**, it is the desire of the City of Tupelo to demolish the blighted structure and personal property located on the above described properties for the proper municipal purpose of removing blighted conditions and to make the real property suitable for rebuild.

**NOW, THEREFORE**, it is hereby resolved and ordered by the City Council of the City of Tupelo the following:

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of its authority regarding the care, management and control of real property, and is in the best interest of the health, safety and welfare of the citizens of the City of Tupelo.
2. The property described herein is not needed for governmental or related purposes of the municipality, has a fair market value of zero, and are hereby found to be declared surplus.
3. The Mayor and City Clerk are authorized to execute all documents necessary for the demolition and/or removal of the structure(s) and personal property located on the herein described property.

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

Councilmember Mims voted	_____
Councilmember Bryan voted	_____

Councilmember Beard voted \_\_\_\_\_  
 Councilmember Davis voted \_\_\_\_\_  
 Councilmember Palmer voted \_\_\_\_\_  
 Councilmember Gaston voted \_\_\_\_\_  
 Councilmember Jones voted \_\_\_\_\_

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

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 3<sup>rd</sup> day of September, 2024.

CITY OF TUPELO, MISSISSIPPI

\_\_\_\_\_  
 NETTIE DAVIS, City 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:** September 3, 2024

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE THE REAPPOINTMENT OF THE JACKSON WEST REDEVELOPMENT DESIGN REVIEW COMMITTEE MEMBERS TN

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### Request:

The Development Code requires the Jackson West Redevelopment Design Review Committee to consist of 3 representatives from NDC, 1 from Jackson West Neighborhood Association, and 1 from Joyner Neighborhood Association. The dates that the respective neighborhood associations voted and approved their representatives are noted below and are documented in their meeting minutes.

The term is effective November 1, 2024 - October 31, 2025.

- Neighborhood Development Corp. (NDC) – Appointments Confirmed 8/23/24
  - **Ellen Short**
  - **Louis Marascalco**
  - **Richie Alvarez**
- Jackson West Neighborhood - Voted/Approved by JWNA 8/20/24
  - **Foster Billings, II**
- Joyner Neighborhood Association - Voted/Approved by JNA 8/19/24
  - **Leslie Mart, Chair**

August 23, 2024



Mr. Pat Falkner  
City of Tupelo  
Department of Development Service  
PO Box 1485  
Tupelo, MS 38802-1485

Re: Jackson West Redevelopment Design Review Committee  
Member Appointment

Dear Mr. Falkner,

In accordance with Tupelo Development Code, Jackson West Neighborhood Redevelopment Overlay District, 5.8.2 (2), we respectfully request that the following representatives be presented to the Mayor and the City Council for appointment to the Jackson West Redevelopment Design Review Committee. The overlay code requires 3 representatives from NDC, 1 from Jackson West Neighborhood Association and 1 from Joyner Neighborhood Association. The dates that the respective neighborhood associations voted and approved their representatives are noted below and are documented in their meeting minutes.

The term is November 1, 2024 - October 31, 2025.

Neighborhood Development Corp. (NDC) – Appointments Confirmed 8/23/24

Ellen Short Phone: 662-231-5520  
Tri Realty Email: ellen@trirealestate.net

Louis Marascalco Phone: 662-523-7228  
Renasant Bank Email: lmarascalco@renasant.com

Richie Alvarez Phone: 662-842-6678  
First National Bank Tupelo Email: ralvarez@fnbtupelo.com

Jackson West Neighborhood - Voted/Approved by JWNA 8/20/24

Foster Billings, II Phone: 931-217-8763  
1118 W. Jackson St Email: fosterbillings@gmail.com  
Tupelo, MS 38804

Joyner Neighborhood Association - Voted/Approved by JNA 8/19/24

Leslie Mart, Chair Phone: 662-891-5379  
707 Chester Ave Email: lesliemart64@hotmail.com  
Tupelo, MS 38804 Email: lmart@mccartyking.com

Please advise if you have any questions or need additional information.

Sincerely,   
Leslie Mart  
WJRD Design Review Chair

West Jackson St.  
Tupelo, MS 38801  
Andrew Dotson  
andrewdotson99@gmail.com

c: Tanner Newman, Director of Development Services  
Andrew Dotson, President Jackson West Neighborhood Association





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, City Engineer  
**DATE:** August 23, 2024  
**SUBJECT:** IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID NO 2024-009PW  
WARD 7 LAWDALE LPA SIDEWALK IMPROVEMENTS **DRB**

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**Request: DRB**

Ratification of Contract for Bid No 2024-009PW. This Contract was awarded to J.M. Duncan, Inc. at the April 2, 2024 Council Meeting. The bid total is for \$219,316.00.

The attached documents contain the following:

- Proposal
- Contract Agreement
- Payment and Performance Bond
- Certificate of Liability Insurance

X	Office Review
X	PSE
X	Final PSE
X	Street Ready
X	Executed

# CITY OF TUPELO

PROPOSAL AND CONTRACT DOCUMENTS FOR  
 WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS

FEDERAL AID PROJECT NO.  
 STP-0430-00(046)LPA/109150  
 (Lee County)

Construction of Sidewalk along South Green Street parallel to  
 Mitchell Road and crossing Lawnsdale Drive to connect to  
 Lawnsdale Elementary

November 2023

By:

Dabbs Corporation



Dustin Dabbs, P.E.

06/27/2024

Date

SECTION 905 - PROPOSAL

Date 3/27/24

TO: City of Tupelo, Lee County, MS  
71 East Troy Street  
TUPELO, MS 38804

Sirs: The following proposal is made on behalf of MATT DUNCAN  
of J. M. Duncan, Inc.

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of City Clerk  
Tupelo City Hall, 71 East Troy St, Tupelo, Mississippi. 38804

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of City Clerk located at 71 East Troy St prior to the bid opening time specified in the advertisement.  
TUPELO, MS 38804

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the owner. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the owner to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the owner election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_ ADDENDUM NO. \_\_\_\_\_ DATED \_\_\_\_\_

TOTAL ADDENDA: 0  
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: 3/27/24

J. M. Duncan, Inc.  
Contractor

BY: MATT DUNCAN *[Signature]*

TITLE: PRESIDENT

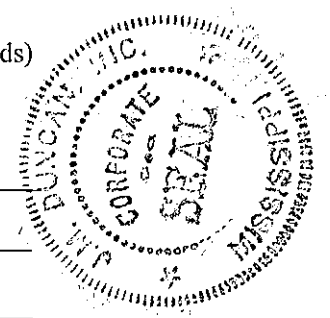
ADDRESS: P.O. Box 1355

CITY: Ripley, MS 38663

PHONE: 662-882-3231

FAX: 662-993-8579

EMAIL: jmduncaninc@yahoo.com



SECTION 905 PROPOSAL (Bid Sheet No. 2-1)  
 PROJECT NO. STP-0430-00(046)LPA/109150-701000  
 CITY OF TUPELO  
 LEE COUNTY, MISSISSIPPI  
 PROJECT DESCRIPTION: WARD 7 LAWDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\*  
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED  
BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

ITEM NO.	PAY ITEM NO.	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	ITEM	TOTAL
10	201-A001	Clearing and Grubbing	1	LS	.....	8,000.00	
20	202-B004	Removal of Asphalt Driveways, All Depths	20	SY	25.00	500.00	
30	202-B080	Removal of Concrete Sidewalk	10	SY	40.00	400.00	
40	202-B088	Removal of Curb & Gutter, All Types	68	LF	20.00	1,360.00	
50	202-B191	Removal of Pipe, 8" And Above	1	LF	500.00	500.00	
60	203-A002	Unclassified Excavation, LVM, All	50	CY	20.00	1,000.00	
70	203-EX041	Borrow Excavation, All, LVM, Class B9-6	523	CY	24.00	12,552.00	
80	203-G002	Excess Excavation, LVM, All	115	CY	20.00	2,300.00	
90	216-A001	Solid Sodding	2,255	SY	6.40	14,432.00	
100	219-A001	Watering	10	KGAL	\$ 20.00	\$ 200.00	
110	907-234-A001	Temporary Silt Fence	1,200	LF	4.00	4,800.00	
120	235-A001	Temporary Erosion Checks	20	EA	100.00	2,000.00	
130	237-A001	Wattles, 12"	100	LF	10.00	1,000.00	
140	503-C010	Saw Cut, Full Depth	70	LF	10.00	700.00	
150	601-B001	Class "B" Structural Concrete, Minor Structures	5	CY	2,500.00	12,500.00	
160	602-A001	Reinforcing Steel	42	LBS	6.00	252.00	
170	603-C'A003	15" Reinforced Concrete Pipe, Class III	96	LF	87.00	8,352.00	
180	603-CA011	18" Reinforced Concrete Pipe, Class III	8	LF	125.00	1,000.00	
190	603-CB002	15" Reinforced Concrete End Section	2	EA	2,100.00	4,200.00	
200	603-CB003	18" Reinforced Concrete End Section	1	EA	2,100.00	2,100.00	
210	604-B001	Gratings	150	LBS	5.00	750.00	
220	608-B001	Concrete Sidewalk, With Reinforcement	672	SY	84.00	56,448.00	
230	907-608-C001	Detectable Warning Panels	120	SF	75.00	9,000.00	
240	609-B002	Concrete Curb, Header	45	LF	40.00	1,800.00	
250	613-D009	Adjustment of Utility Appurtenance	4	EA	750.00	3,000.00	
260	614-B001	Concrete Driveway, With Reinforcement	35	SY	150.00	5,250.00	
270	618-A001	Maintenance of Traffic	1	LS	.....	11,500.00	
280	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	160	SF	35.00	5,600.00	
290	619-D3001	Remove and Reset Signs, All Sizes	6	EA	580.00	3,480.00	
300	620-A001	Mobilization	1	LS	.....	27,000.00	
310	626-H004	Thermoplastic Legend, White	344	SF	17.50	6,020.00	
320	630-C002	Steel U-Section Posts, 2.0 lb/ft	200	LF	11.60	2,320.00	
330	699-A001	Roadway Construction Stakes	1	LS	.....	6,000.00	
340	L00061 - 202-B501	Removal of Headwall	3	EA	1,000.00	3,000.00	
Total Cost						219,316.00	

SECTION 905 PROPOSAL (Bid Sheet No. 2-2)  
PROJECT NO. STP-0430-00(046)JLPA/109150-701000  
CITY OF TUPELO  
LEE COUNTY, MISSISSIPPI  
PROJECT DESCRIPTION: WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

**\*\*\*SPECIAL NOTICE TO BIDDERS\*\*\***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT

- 1. I/We agree that no less than 1 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE) \_\_\_\_\_ Small Business (WBE) \_\_\_\_\_
- 3. A joint venture with a Small Business (DBE/WBE): YES \_\_\_\_\_

**\*\*\*SIGNATURE STATEMENT\*\*\***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN HEREIN CONSITUTE THEIR OFFICIAL BID.

  
 \_\_\_\_\_  
 BIDDER'S SIGNATURE

**Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports**

The Bidder X, proposed Subcontractor     , hereby certifies that he has X, has not     , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not     , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

J.M. Duncan Inc.  
(COMPANY)

BY [Signature]  
PRESIDENT  
(TITLE)

DATE: 3/27/24

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT  
(Execute in duplicate)

I, MATT DUNCAN  
(Name of person signing affidavit)

individually, and in my capacity as PRESIDENT of  
(Title)

J.M. Duncan Inc. do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

J.M. Duncan Inc., Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. STP-0430-00(046) LPA/109150 - 701000

in Lee County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- 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 (b) above; 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.

Initial here " \_\_\_\_\_ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 3/27/24

  
Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, MATT DUNCAN (Name of person signing affidavit)

individually, and in my capacity as PRESIDENT (Title) of

J.M. Duncan Inc. do hereby certify under (Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

J.M. Duncan Inc. Bidder (Name of Firm, Partnership, or Corporation)

on Project No. STP-0430-00(046) LPA/109150-701000

in Lee County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- 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 (b) above; 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.

Initial here " " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 3/27/24

  
Signature

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR STP-0430-00(046)LPA/109150-701000

LOCATED IN THE COUNTY OF Lee

STATE OF MISSISSIPPI,  
Tupelo

This contract entered into by and between the Local Public Agency The City of Tupelo

(hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the LPA of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the LPA.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the LPA or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by **Manager, WIN Job Center nearest the project**

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

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

Witness our signatures this the 27 day of JUNE, 2024.

J.M. Durcan, Inc.  
Contractor(s)

By [Signature]  
Title President

Signed and sealed in the presence of:  
(Names and address of witnesses)

Robbie Sides  
700 Terry Street, Ripley MS 38863

By [Signature]  
LPA Official

[Signature]  
LPA Clerk

Award authorized by the LPA in session on the 4 day of JUNE, 2024, as recorded \_\_\_\_\_



LOCAL PUBLIC AGENCY (LPA)

Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

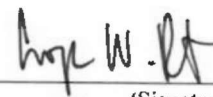
J. M. Duncan, Inc.  
\_\_\_\_\_  
(Contractors) Principal

By  \_\_\_\_\_

Title President  
\_\_\_\_\_  
(Contractor's Seal)

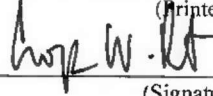


Western Surety Company  
\_\_\_\_\_  
Surety

By  \_\_\_\_\_  
(Signature) Attorney in Fact  
Cooper W. Permenter

Address: 1661 International Drive, Suite 300  
\_\_\_\_\_  
Memphis, TN 38120  
\_\_\_\_\_

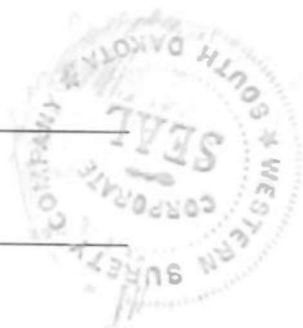
Cooper W. Permenter  
\_\_\_\_\_  
(Printed) Mississippi Agent

By  \_\_\_\_\_  
(Signature) Mississippi Agent

Address: 509 Fazio Drive Ext.  
\_\_\_\_\_  
Oxford, MS 38655  
\_\_\_\_\_

\_\_\_\_\_  
(Surety Seal)

10149093  
\_\_\_\_\_  
Mississippi Insurance ID Number





# Western Surety Company

Item # 15.

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Keith W Brown, Mark E Harris, W W Jones II, Tona J Hunter, Joseph Madden III, Richard L Powell, Ric Stallings, Cooper W Permenter, Individually**

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_



WESTERN SURETY COMPANY

I. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond - 127 - if you want to verify bond authenticity.



# CERTIFICATE OF LIABILITY INSURANCE

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

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

<b>PRODUCER</b> Hub International Mid-South 1207 Office Park Drive Suite B Oxford, MS 38655	<b>CONTACT NAME:</b> Ashley Murray <b>PHONE (A/C, No, Ext):</b> (901) 316-1019 <b>FAX (A/C, No):</b> (901) 302-9280 <b>E-MAIL ADDRESS:</b> ashley.murray@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Brierfield Insurance Company <b>INSURER B:</b> FCCI Insurance Company <b>INSURER C:</b> Hanover Insurance Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b>  JM Duncan Inc PO Box 1355 Ripley, MS 38663	<b>NAIC #</b> 10993 10178 22292

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPP100090225-00	2/7/2024	2/7/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
PRODUCTS - COMP/OP AGG \$ 2,000,000							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA100090226-00	2/7/2024	2/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB100090230-00	2/7/2024	2/7/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0100090202-00	2/17/2024	2/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	BUILDERS RISK			IH5 J748050 00	6/12/2024	6/12/2025	SCOPE OF WORK 219,415

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Ward 7 Lawndale Elementary Sidewalks, Project No. STP-0430-00(046)LPA/109150-70100  
 City of Tupelo, Lee County, MS;  
 Certificate Holder and Engineer/Architect are Additional Insureds for General Liability only if required by written contract with respect to insured's work/services performed only to the extent required by contract. All coverage is subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Tupelo 71 E Troy St Tupelo, MS 38804	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION  
AGREEMENT WITH YOU – ONGOING OPERATIONS AND  
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE (OPTIONAL)**

<b>Name of Additional Insured Persons or Organizations</b>
(As required by written contract or agreement per Paragraph A. below.)

<b>Locations of Covered Operations</b>
(As per the written contract or agreement, provided the location is within the "coverage territory".)
BLANKET

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
3. Will not be broader than that which is afforded to you under this policy; and
4. Nothing herein shall extend the term of this policy.

POLICY NUMBER: CPP100090225-00

COMMERCIAL GENERAL LIABILITY  
CGL 084 (02 21)

- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
  2. Available under the applicable Limits of Insurance;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

- E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit** is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM.**

**MDOT Certification Form for Sub-Awards  
Executive Compensation Reporting for Transparency Act**

On behalf of the entity named below, I certify that I have personally read and reviewed the executive compensation reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], and certify under penalty of perjury pursuant to Section 97-9-61, Mississippi Code of 1972, as amended, the following:

Local Entity Name: City of Tupelo, Mississippi

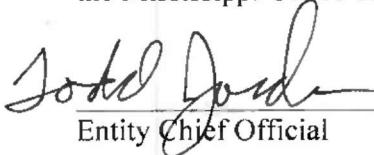
Unique Entity Identifier (UEI) Number : DK9PFM6XSDR7 (required)

The local entity listed below receiving federal funds from MDOT is **not** required to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA].

The local entity listed below receiving federal funds from MDOT is **required** to report executive compensation under the Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202 of the Government Funding Transparency Act of 2008 [FFATA], listed below are the names and total annual compensation of the five most highly compensated officers of the entity:

	NAME	TOTAL ANNUAL COMPENSATION
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

The entity acknowledges that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §§ 1001 (false statements) and 1621 (perjury), and 28 U.S.C. §1746 (declarations under penalty of perjury). The entity also acknowledges that said projects, including certifications provided in connection with such projects and grants are subject to review by the Mississippi Department of Transportation, the Mississippi State Auditor, and the Mississippi Office of Attorney General.

  
\_\_\_\_\_  
Entity Chief Official

11/8/2023  
Date

**Guidance for Federal Spending Transparency:  
Subaward and Executive Compensation Data  
Reporting Requirements for FFATA Implementation**

## Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

## Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).



Rec'd 03/29/24  
D.D. 5/13/24  
V. [Signature]

OCR-481-LPA  
REV. 06/16

### LPA PROJECT

## DISADVANTAGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : STP-0430-00(046)LPA/ 109150-701000

NAME OF DBE FIRM: Riverside Traffic Systems, Inc.       RACE CONSCIOUS       RACE NEUTRAL

COUNTY: LEE

CITY : TUPELO

A REFERENCE NUMBER OF ITEMS	B PERCENT WORK SUBCONTRACTED, ( SEE NOTE 4 & 5 BELOW )	C VALUE OF ITEM ( SUBCONTRACTED, MANUFACTURED OR SUPPLIED )
619-D1001 Std Rdside Con Signs Less than 10SF	100 %	\$ 4,584.00
619-D3001 Remove and Reset Signs, All Sizes	100 %	\$ 2,865.00
026-H004 Thermoplastic Legend, White	100 %	\$ 4,929.52
630-C002 Steel U-Section Posts, 2.0 Lb/ft	100 %	\$ 1,910.00
TOTAL		\$ 14,288.52
PER CENT OF TOTAL BID		6.52 %

\*\*\* I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. \*\*\*

Kay Russell      [Signature]  
SIGNATURE OF DBE      SIGNATURE OF PRIME

DATE APPROVED: March 29, 2024      J.M. Duncan Inc.  
APPROVED BY: DENNIS BONDS PE      Prime Contractor Firm Name  
LPA Project Director Name (Printed)      MATT DUNCAN  
LPA Project Director (Signature)      Submitted By Name  
LPA Project Director (Signature)      PRESIDENT  
LPA Project Director (Signature)      TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF 1.0 %.

- INSTRUCTIONS :**
- SUBMIT THIS FORM TO THE LPA Project Director **FOR THEIR SIGNATURE** NO LATER THAN THE THIRD (3) BUSINESS DAY AFTER THE OPENING OF THE BIDS.
  - 80 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
  - THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
  - IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
  - IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

\$219,316.00

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP 0430-00(046) LPA/  
County: LEE 109150-701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Riverside Traffic Systems  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address 1283 Hwy 178 W, New Albany, MS 38652  
Phone Number: 662-534-8257  
 DBE Firm  Non-DBE Firm

Firm Name: Moore Engineering  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address 1204 N. Second St., Booneville, MS 38829  
Phone Number: 662-728-2101  
 DBE Firm  Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
 DBE Firm  Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
 DBE Firm  Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
 DBE Firm  Non-DBE Firm

Matt  
SUBMITTED BY (Signature)  
J. M. Duncan Inc.  
FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

SAM.GOV Registration and Unique Entity ID

Bidders are advised that the Prime Contractor must register and maintain a current registration in the **System for Award Management** (<http://sam.gov>) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. Yes ~~(No)~~ / No)

I (We) have a SAM Unique Entity ID. Yes ~~(No)~~ / No)

SAM Unique Entity ID: 20-5293022

Company Name: J.M. Duncan, Inc.

Company e-mail address: jmduncaninc@yahoo.com



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE:** August 16, 2024  
**SUBJECT:** IN THE MATTER OF ACCEPTING BID #2024-044PD - 2 CHEVROLET SILVERADO TRUCKS (TABLED AT AUGUST 20, 2024 MEETING) **JQ**

---

**Request:**

Please accept this letter of request to accept Bid # 2024-044PD from Cannon Chevrolet Nissan utilizing a grant from the Mississippi Office of Homeland Security. Cannon Chevrolet Nissan placed a bid for 2 New Chevrolet 1500 Silverado Crew Cab Trucks in the amount of \$54,217.00 per unit and acknowledged all necessary equipment and delivery requirements. Two other bids were submitted but each contained variances in equipment. All bids are attached.

# Minute Entry Sign Up Sheet

Date: 8/15/2024

Time: 10:00

Bid # 2024-044PD Department: PD

Project: 2 TRUCKS FOR EOD HOMELAND SECURITY GRANT

Attendance

Company

Magen Henfey	COT
Maria Dolan	COT
Raven Shumpert	COT

BID #

2024-044PD

2 TRUCKS FOR EOD HOMELAND SECURITY GRANT

VENDOR	AMOUNT/EACH	VARIANCES
HARDY	\$ 47,273.00	YES
CANNON	\$ 54,217.00	NO
ROGERS DABBS	\$ 49,982.87	YES

# REQUEST FOR PROPOSALS

To provide

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-044PD**

City of Tupelo



**Publication Dates:** July 26, 2024, and August 2, 2024

**Bid Date:** August 15, 2024, at 10:00 AM CST



**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that the City of Tupelo will receive bids for:

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-044PD**

**Until 10:00 AM, CST on August 15, 2024**

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

Questions regarding the website or electronic bidding should be directed to Plan House at 662- 407-0193 or [admin@phbidding.com](mailto:admin@phbidding.com).

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

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

**Traci Dillard  
Purchasing Clerk**

**Publishing Dates: July 26, 2024, and August 2, 2024**

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS SSV  
FOR TUPELO POLICE DEPARTMENT  
Bid # 2024-044PD**

**I. GENERAL**

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, August 15, 2024**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

**II. TECHNICAL SPECIFICATIONS & BID INFORMATION**

The City of Tupelo will be accepting proposals for the following specifications:

<b>TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) (or Equivalent)</b>				
<b>ITEM</b>	<b>MINIMUM SPECIFICATIONS</b> <i>Specifications modeled after 1500 Chevy Silverado</i>	<b>ACKNOWLEDGE</b>		<b>VARIANCE</b>
		<b>YES</b>	<b>NO</b>	
<b>1.1</b>	ENGINE: 5.3L ECOTEC3 V8 WITH DYNAMIC FUEL MANAGEMENT	X		
<b>1.2</b>	DRIVETRAIN: 4WD	X		
<b>1.3</b>	Z71 OFF-ROAD PACKAGE • TWIN TUBE SHOCKS • HILL DESCENT CONTROL • SKID PLATES • HEAVY-DUTY LOCKING REARDIFFERENTIAL • 2-SPEED AUTOTRAC TRANSFER CASE • Z71 BADGING	X		
<b>1.4</b>	18" BRIGHT SILVER PAINTED ALUMINUM WHEELS	xxx		
<b>1.5</b>	SPECIAL SERVICE PACKAGE • 220-AMP ALTERNATOR • 120 VOLT OUTLETS IN IP AND CARGO BED • CALIBRATION KEYLESS REMOTE	X		
<b>1.6</b>	PANIC BUTTON AND EXTERIOR LIGHTS AND HORN DISABLE • CALIBRATION SURVEILLANCE	X		
<b>1.7</b>	MODE INTERIOR LIGHTING • FLASHER SYSTEM - HEADLAMP & TAILLAMP • RED TAILLAMP FLASHER • CALIBRATION TAILLAMP FLASHER, RED/WHITE	X		
<b>1.8</b>	MUD -TERRAIN TERRITORY TIRES 4	X		
<b>1.9</b>	TRAILERING PACKAGE	xx		
<b>1.10</b>	WT FLEET CONVENIENCE PACKAGE • OUTSIDE POWER MIRRORS • CRUISE CONTROL	X		
<b>1.11</b>	10-WAY POWER DRIVER SEAT	X		
<b>1.12</b>	GRILLE LAMPS AND SIREN SPEAKER	X		
<b>1.13</b>	WIRING PROVISIONS	X		

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) (Continued)**

ITEM	MINIMUM SPECIFICATIONS <i>Specifications Modeled after 1500 Chevy Silverado</i>	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.14	DEEP-TINTED GLASS	X		
1.15	EZ LIFT POWER LOCK AND RELEASE TAILGATE	X		
1.16	REAR AXLE: 3.23 RATIO INC.	X		
1.17	REAR WHEELHOUSE LINERS	X		
1.18	GVWR: 7,100 LBS. (3,221 KG) INC.	X		
1.19	REMOTE KEYLESS ENTRY FLT PKG	X		
1.20	CARPET FLOOR COVERING	X		
1.21	HORN AND SIREN CIRCUIT WIRING	xx		
1.22	<b>INTERIOR</b> <ul style="list-style-type: none"> <li>• AIR CONDITIONING</li> <li>• POWER WINDOWS</li> <li>• POWER DOOR LOCKS</li> <li>• FRONT 40/20/40 BENCH SEATS W/ ARMREST &amp; UNDERSEAT STORAGE</li> <li>• REAR 60/40 FOLDING BENCH SEAT</li> </ul>	X		
1.23	<b>CONNECTIVITY &amp; TECHNOLOGY</b> <ul style="list-style-type: none"> <li>• CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCHSCREEN</li> <li>ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO &amp; APPLE CARPLAY CAPABLE</li> <li>• USB PORTS</li> <li>• DRIVER INFORMATION CENTER</li> <li>• REMOTE KEYLESS ENTRY</li> <li>• PUSH BUTTON START</li> <li>• REAR SEAT REMINDER</li> </ul>	X		
1.24	<b>PERFORMANCE &amp; MECHANICAL</b> <ul style="list-style-type: none"> <li>• 220 AMP ALTERNATOR</li> <li>• STABILITRAK W/ TRAILER SWAY CONTROL &amp; HILL START ASSIST</li> <li>• BRAKE PAD WEAR INDICATOR</li> </ul>	X		
1.25	<b>Safety &amp; security</b> <ul style="list-style-type: none"> <li>• CHEVY SAFETY ASSIST</li> <li>*AUTOMATIC EMERGENCY BRAKING</li> <li>*FORWARD COLLISION ALERT</li> <li>*FRONT PEDESTRIAN BRAKING</li> <li>*LANE KEEP ASSIST W/LANE DEPARTURE WARNING</li> <li>*FOLLOWING DISTANCE INDICATOR</li> <li>*INTELLIBEAM-AUTO HIGH BEAM</li> <li>• REAR VISION CAMERA</li> <li>• TEEN DRIVER MODE</li> <li>• TIRE PRESSURE MONITORING WITH TIRE FILL ALERT</li> </ul>	X		

**GENERAL BIDDER'S REQUIREMENTS**

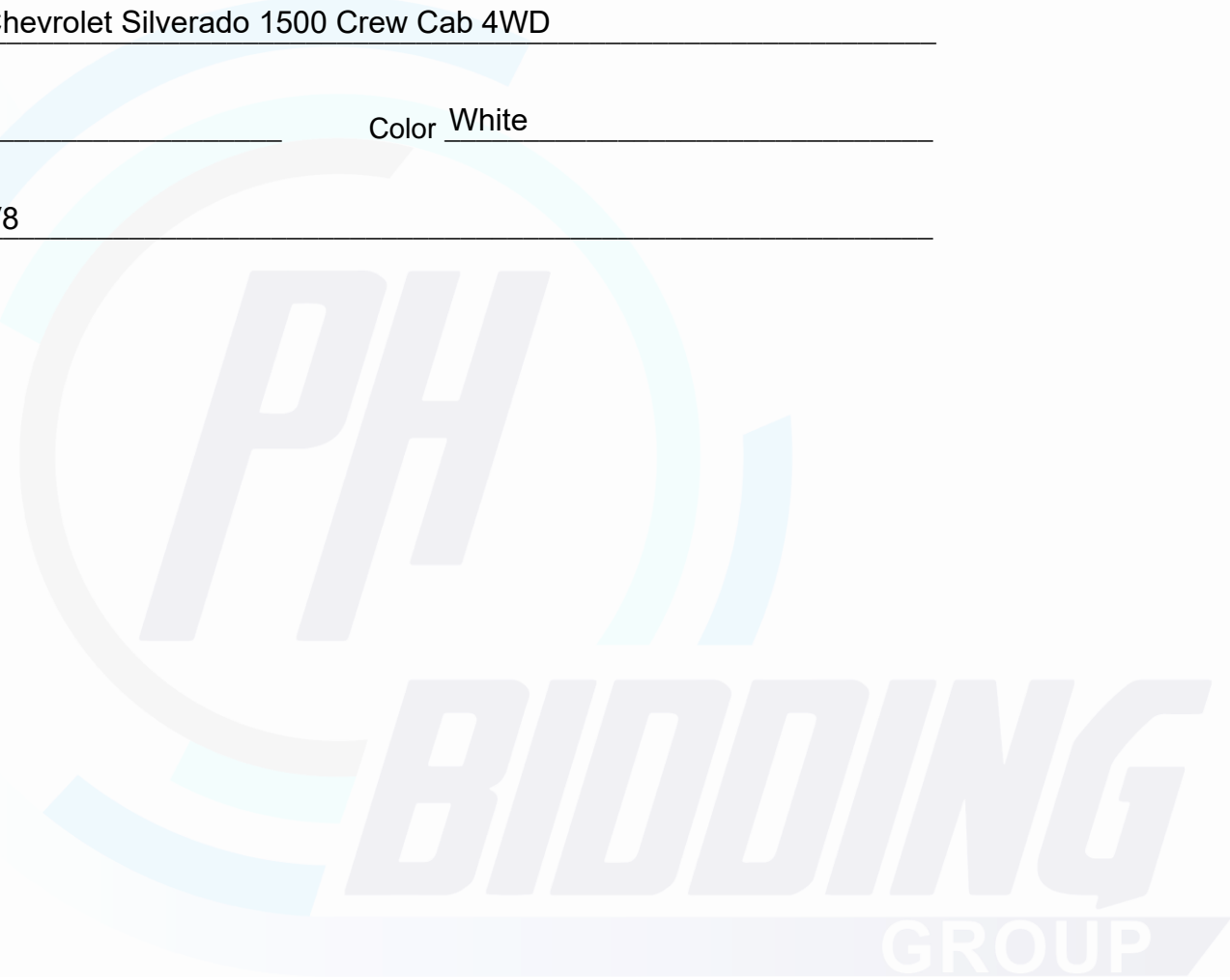
MINIMUM SPECIFICATIONS	ACKNOWLEDGE		VARIANCE
	YES	NO	
<b>Delivery</b> – Vehicles Must be available for delivery within 5 days of Receipt of Purchase Order	X		
All items must be as specified or approved equal by the City of Tupelo.	X		

**VEHICLE INFORMATION**

Make/Model Chevrolet Silverado 1500 Crew Cab 4WD

Year: 2024 Color White

Engine 5.3L V8



**III. QUESTIONS**

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

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

For questions concerning the technical specifications, prospective bidders may contact Kristeen Rush at the City of Tupelo Public Works Department at 662-841-6457 or [Kristeen.rush@upeloms.gov](mailto:Kristeen.rush@upeloms.gov).

Questions regarding the website or electronic bidding should be directed to Plan House at 662- 407-0193 or [admin@planhouseprinting.com](mailto:admin@planhouseprinting.com).

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

**IV. PROPOSAL INSTRUCTIONS**

The following information applies to all proposals. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. After you obtain the Specification Package, you can submit proposals by:

Prior to the deadline for receipt of proposals, you can submit your proposal online at [www.tupelomsbids.com](http://www.tupelomsbids.com), or deliver your sealed envelope, marked as shown, to the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The envelope must be clearly marked with the Bidder's name and address on the outside and the following in the lower left corner:

**PROPOSAL FOR:**  
  
**TWO (2) NEW 1500 CHEVY SILVERADO  
CREW CAB TRUCKS (SSV) FOR TUPELO  
POLICE DEPARTMENT**

**V. OPENING:**

Proposal openings, whether electronic or traditional paper method, shall be conducted at 10:00 AM on August 15, 2024, and shall be conducted by at least two procurement officials. From that point forward, proposals will be considered under advisement. The City of Tupelo may conduct written or oral discussions with potential bidders.

Each item will be awarded to the lowest and best bidder based on each item's unit price; the items sought will not be awarded as a package.

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

# BID FORM

This Bid is submitted for: **TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) FOR TUPELO POLICE DEPARTMENT**

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

The undersigned, in compliance with the request for bids hereby proposes to furnish **TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) FOR TUPELO POLICE DEPARTMENT** For the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
<b>Item 1: NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)</b>	2	EA	\$54,217.00	None

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

### VEHICLE INFORMATION

Make/Model Chevrolet Silverado 1500 Crew Cab 4WD

Year: 2024 Color White

Engine 5.3L V8

Delivery Lead Time 2-3 days after receipt of PO

**BIDDER INFORMATION**

Company Name: Cannon Chevrolet Nissan

Company Representative: J. Steven Hand

Title: Fleet Sales Director

**Business Address:**

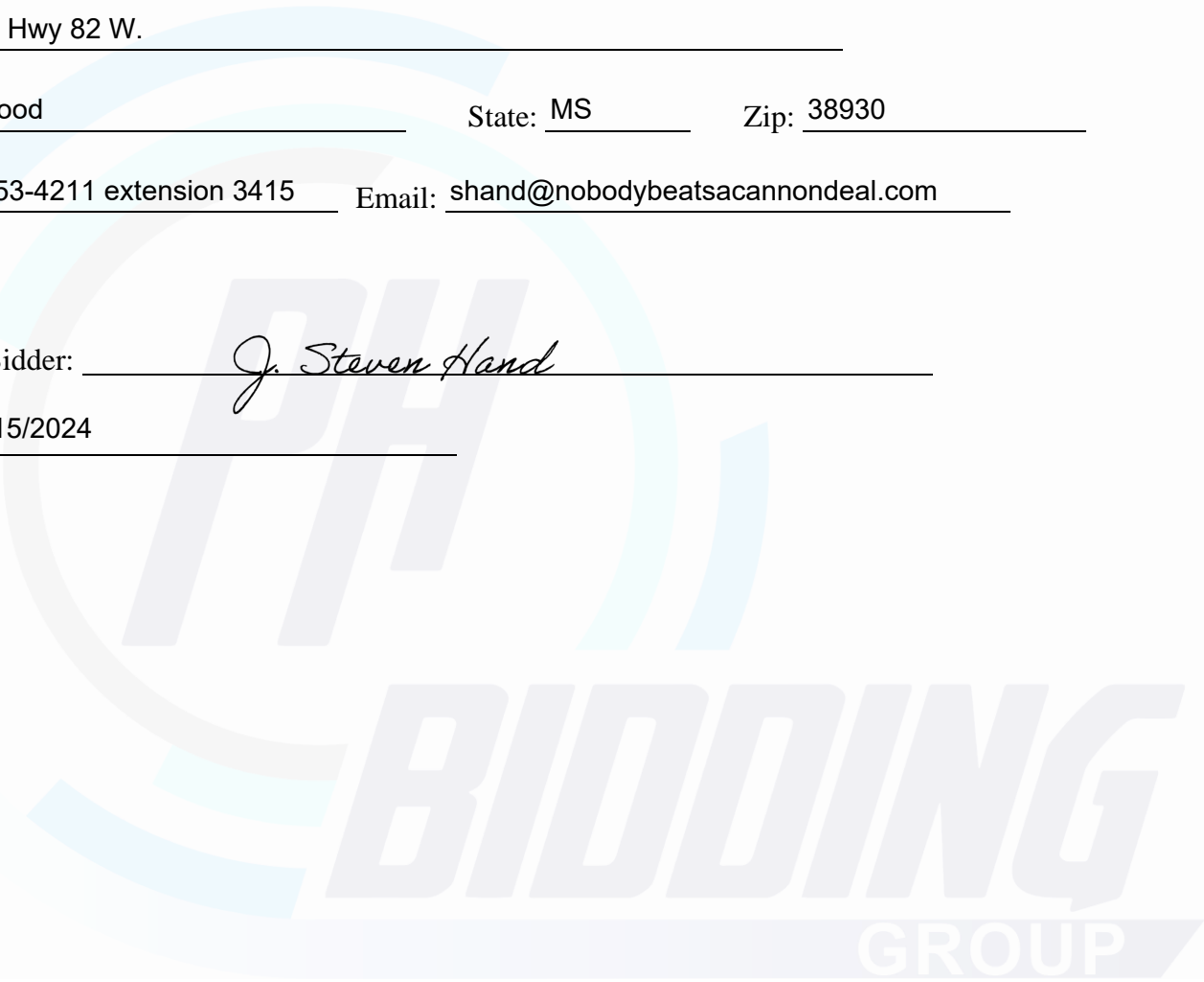
Street: 69900 Hwy 82 W.

City: Greenwood State: MS Zip: 38930

Phone: 662-453-4211 extension 3415 Email: shand@nobodybeatsacannondeal.com

Signature of Bidder: *J. Steven Hand*

Date: 08/15/2024



# REQUEST FOR PROPOSALS

To provide

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-044PD**

**City of Tupelo**



**Publication Dates:** July 26, 2024, and August 2, 2024

**Bid Date:** August 15, 2024, at 10:00 AM CST



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Notice is hereby given that the City of Tupelo will receive bids for:

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)  
FOR TUPELO POLICE DEPARTMENT**

**Bid # 2024-044PD**

**Until 10:00 AM, CST on August 15, 2024**

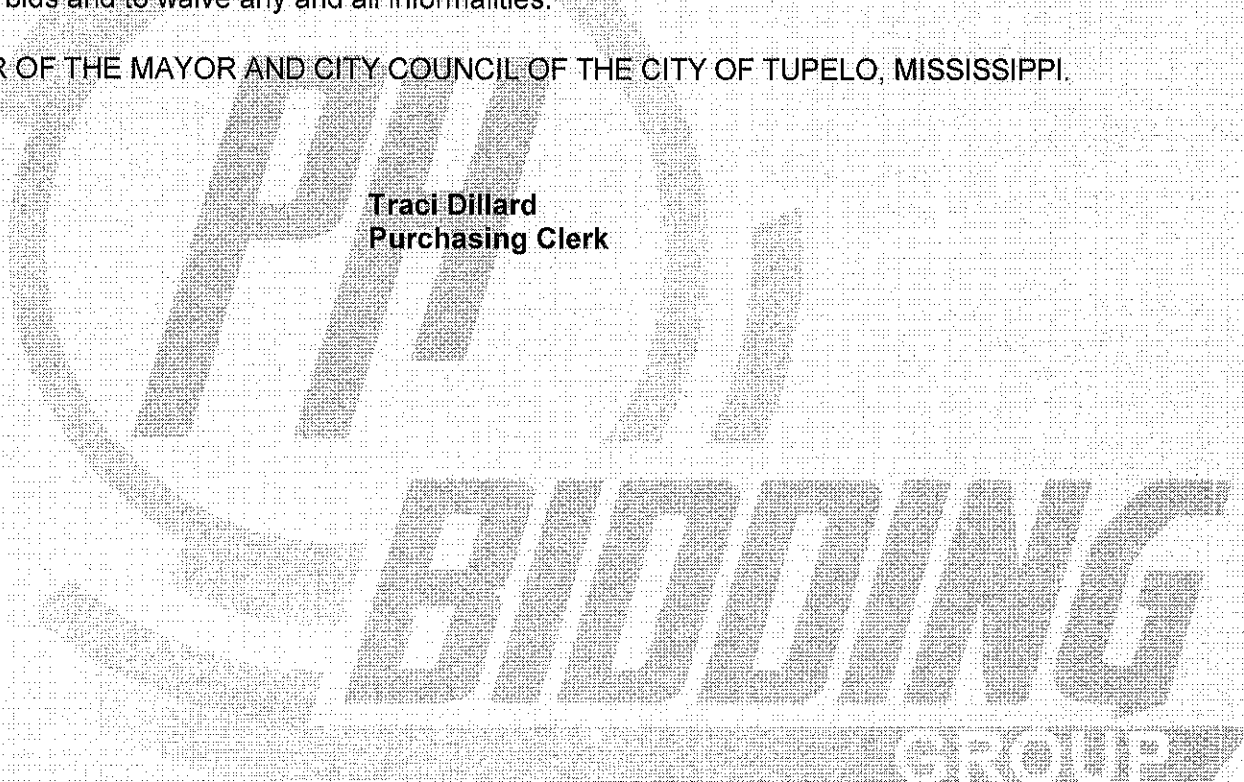
Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). Bid Documents and Specifications can be viewed and obtained online at [www.tupelomsbids.com](http://www.tupelomsbids.com).

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

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

**Traci Dillard  
Purchasing Clerk**



**Publishing Dates: July 26, 2024, and August 2, 2024**

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS SSV)  
FOR TUPELO POLICE DEPARTMENT  
Bid # 2024-044PD**

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<b>TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) (or Equivalent)</b>				
<b>ITEM</b>	<b>MINIMUM SPECIFICATIONS</b> <i>Specifications modeled after 1500 Chevy Silverado</i>	<b>ACKNOWLEDGE</b>		<b>VARIANCE</b>
		<b>YES</b>	<b>NO</b>	
<b>1.1</b>	ENGINE: 5.3L ECOTEC3 V8 WITH DYNAMIC FUEL MANAGEMENT	X		
<b>1.2</b>	DRIVETRAIN: 4WD	X		
<b>1.3</b>	Z71 OFF-ROAD PACKAGE • TWIN TUBE SHOCKS • HILL DESCENT CONTROL • SKID PLATES • HEAVY-DUTY LOCKING REARDIFFERENTIAL • 2-SPEED AUTOTRAC TRANSFER CASE • Z71 BADGING		X	Truck is 4WD but no Z71 pkg
<b>1.4</b>	18" BRIGHT SILVER PAINTED ALUMINUM WHEELS		X	17"
<b>1.5</b>	SPECIAL SERVICE PACKAGE • 220-AMP ALTERNATOR • 120 VOLT OUTLETS IN IP AND CARGO BED • CALIBRATION KEYLESS REMOTE		X	
<b>1.6</b>	PANIC BUTTON AND EXTERIOR LIGHTS AND HORN DISABLE • CALIBRATION SURVEILLANCE		X	
<b>1.7</b>	MODE INTERIOR LIGHTING • FLASHER SYSTEM - HEADLAMP & TAILLAMP • RED TAILLAMP FLASHER • CALIBRATION TAILLAMP FLASHER, RED/WHITE		X	
<b>1.8</b>	MUD -TERRAIN TERRITORY TIRES 4		X	All - Terrain
<b>1.9</b>	TRAILERING PACKAGE	X		
<b>1.10</b>	WT FLEET CONVENIENCE PACKAGE • OUTSIDE POWER MIRRORS • CRUISE CONTROL	X		
<b>1.11</b>	10-WAY POWER DRIVER SEAT		X	
<b>1.12</b>	GRILLE LAMPS AND SIREN SPEAKER		X	
<b>1.13</b>	WIRING PROVISIONS		X	

TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) (Continued)				
ITEM	MINIMUM SPECIFICATIONS <i>Specifications Modeled after 1500 Chevy Silverado</i>	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.14	DEEP-TINTED GLASS	X		2 -back & back glass
1.15	EZ LIFT POWER LOCK AND RELEASE TAILGATE	X		
1.16	REAR AXLE: 3.23 RATIO INC.	X		
1.17	REAR WHEELHOUSE LINERS		X	
1.18	GVWR: 7,100 LBS. (3,221 KG) INC.	X		
1.19	REMOTE KEYLESS ENTRY FLT PKG		X	Comes with 2-keys/fobs
1.20	CARPET FLOOR COVERING		X	
1.21	HORN AND SIREN CIRCUIT WIRING		X	
1.22	<b>INTERIOR</b> <ul style="list-style-type: none"> <li>• AIR CONDITIONING</li> <li>• POWER WINDOWS</li> <li>• POWER DOOR LOCKS</li> <li>• FRONT 40/20/40 BENCH SEATS W/ ARMREST &amp; UNDERSEAT STORAGE</li> <li>• REAR 60/40 FOLDING BENCH SEAT</li> </ul>	X		
1.23	<b>CONNECTIVITY &amp; TECHNOLOGY</b> <ul style="list-style-type: none"> <li>• CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCHSCREEN</li> <li>ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO &amp; APPLE CARPLAY CAPABLE</li> <li>• USB PORTS</li> <li>• DRIVER INFORMATION CENTER</li> <li>• REMOTE KEYLESS ENTRY</li> <li>• PUSH BUTTON START</li> <li>• REAR SEAT REMINDER</li> </ul>	X		
1.24	<b>PERFORMANCE &amp; MECHANICAL</b> <ul style="list-style-type: none"> <li>• 220 AMP ALTERNATOR</li> <li>• STABILITRAK W/ TRAILER SWAY CONTROL &amp; HILL START ASSIST</li> <li>• BRAKE PAD WEAR INDICATOR</li> </ul>	X		No brake pad indicator
1.25	<b>Safety &amp; security</b> <ul style="list-style-type: none"> <li>• CHEVY SAFETY ASSIST</li> <li>*AUTOMATIC EMERGENCY BRAKING</li> <li>*FORWARD COLLISION ALERT</li> <li>*FRONT PEDESTRIAN BRAKING</li> <li>*LANE KEEP ASSIST W/LANE DEPARTURE WARNING</li> <li>*FOLLOWING DISTANCE INDICATOR</li> <li>*INTELLIBEAM-AUTO HIGH BEAM</li> <li>• REAR VISION CAMERA</li> <li>• TEEN DRIVER MODE</li> <li>• TIRE PRESSURE MONITORING WITH TIRE FILL ALERT</li> </ul>	X		

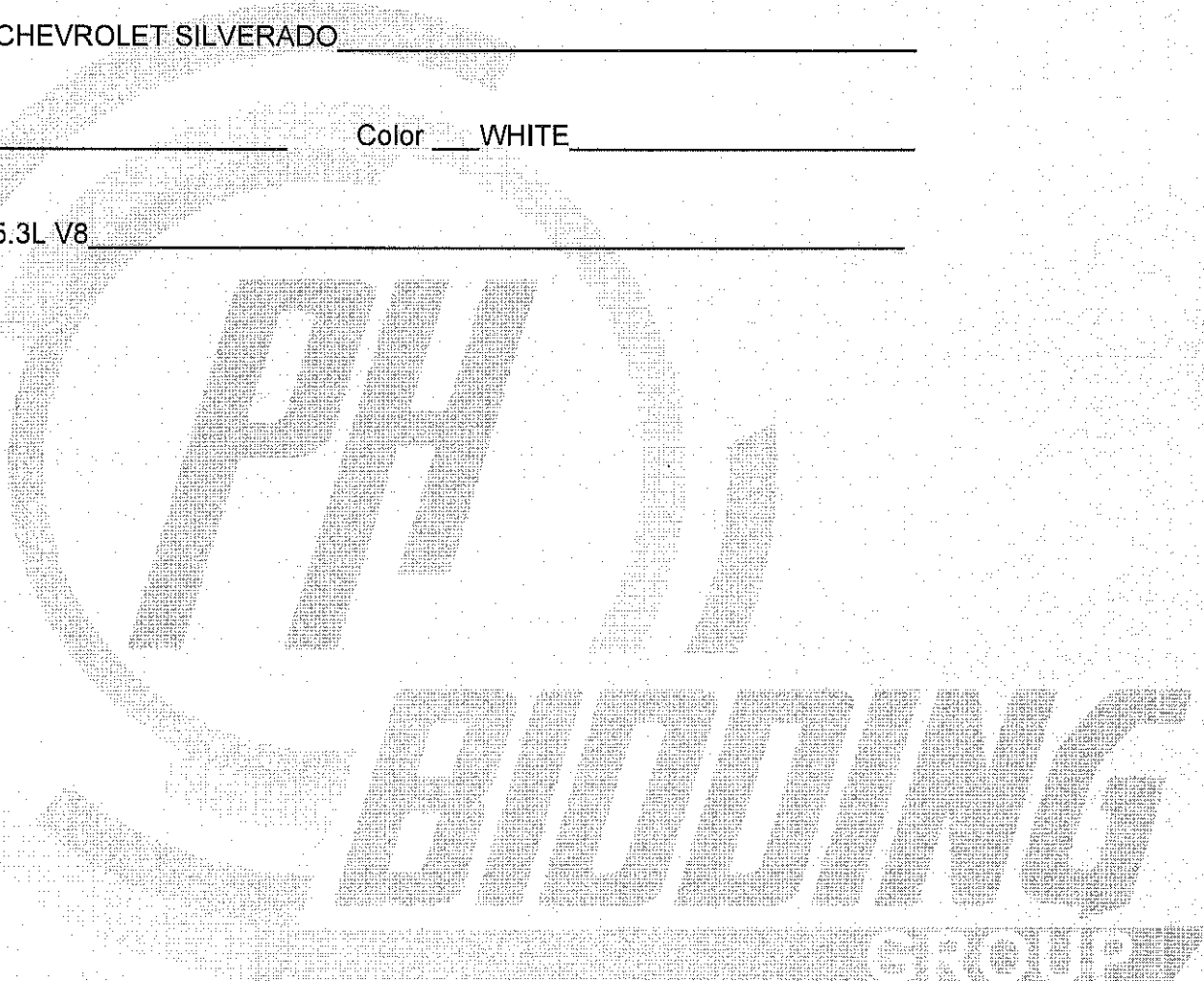
GENERAL BIDDER'S REQUIREMENTS			
MINIMUM SPECIFICATIONS	ACKNOWLEDGE		VARIANCE
	YES	NO	
Delivery – Vehicles Must be available for delivery within 5 days of Receipt of Purchase Order	X		
All items must be as specified or approved equal by the City of Tupelo.	X		

**VEHICLE INFORMATION**

Make/Model CHEVROLET SILVERADO

Year: 2024 Color WHITE

Engine 5.3L V8



**III. QUESTIONS**

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

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

For questions concerning the technical specifications, prospective bidders may contact Kristeen Rush at the City of Tupelo Public Works Department at 662-841-6457 or [Kristeen.rush@upeloms.gov](mailto:Kristeen.rush@upeloms.gov).

Questions regarding the website or electronic bidding should be directed to Plan House at 662- 407-0193 or [admin@planhouseprinting.com](mailto:admin@planhouseprinting.com).

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

**IV. PROPOSAL INSTRUCTIONS**

The following information applies to all proposals. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. After you obtain the Specification Package, you can submit proposals by:

Prior to the deadline for receipt of proposals, you can submit your proposal online at [www.tupelomsbids.com](http://www.tupelomsbids.com), or deliver your sealed envelope, marked as shown, to the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The envelope must be clearly marked with the Bidder's name and address on the outside and the following in the lower left corner:

**PROPOSAL FOR:**  
**TWO (2) NEW 1500 CHEVY SILVERADO  
CREW CAB TRUCKS (SSV) FOR TUPELO  
POLICE DEPARTMENT**

**V. OPENING:**

Proposal openings, whether electronic or traditional paper method, shall be conducted at 10:00 AM on August 15, 2024, and shall be conducted by at least two procurement officials. From that point forward, proposals will be considered under advisement. The City of Tupelo may conduct written or oral discussions with potential bidders.

Each item will be awarded to the lowest and best bidder based on each item's unit price; the items sought will not be awarded as a package.

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

# BID FORM

This Bid is submitted for: TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) FOR TUPELO POLICE DEPARTMENT

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

The undersigned, in compliance with the request for bids hereby proposes to furnish **TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) FOR TUPELO POLICE DEPARTMENT** For the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
<b>Item 1: NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)</b>	2	EA	\$47,273.00	\$94,546.00

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

### VEHICLE INFORMATION

Make/Model CHEVROLET SILVERADO

Year: 2024 Color WHITE

Engine 5.3L V8

Delivery Lead Time 5 days of Receipt of Purchase Order

**BIDDER INFORMATION**

Company Name: Hardy Chevrolet, Buick, GMC

Company Representative: Chad Johnson

Title: Fleet Sales Manager

**Business Address:**

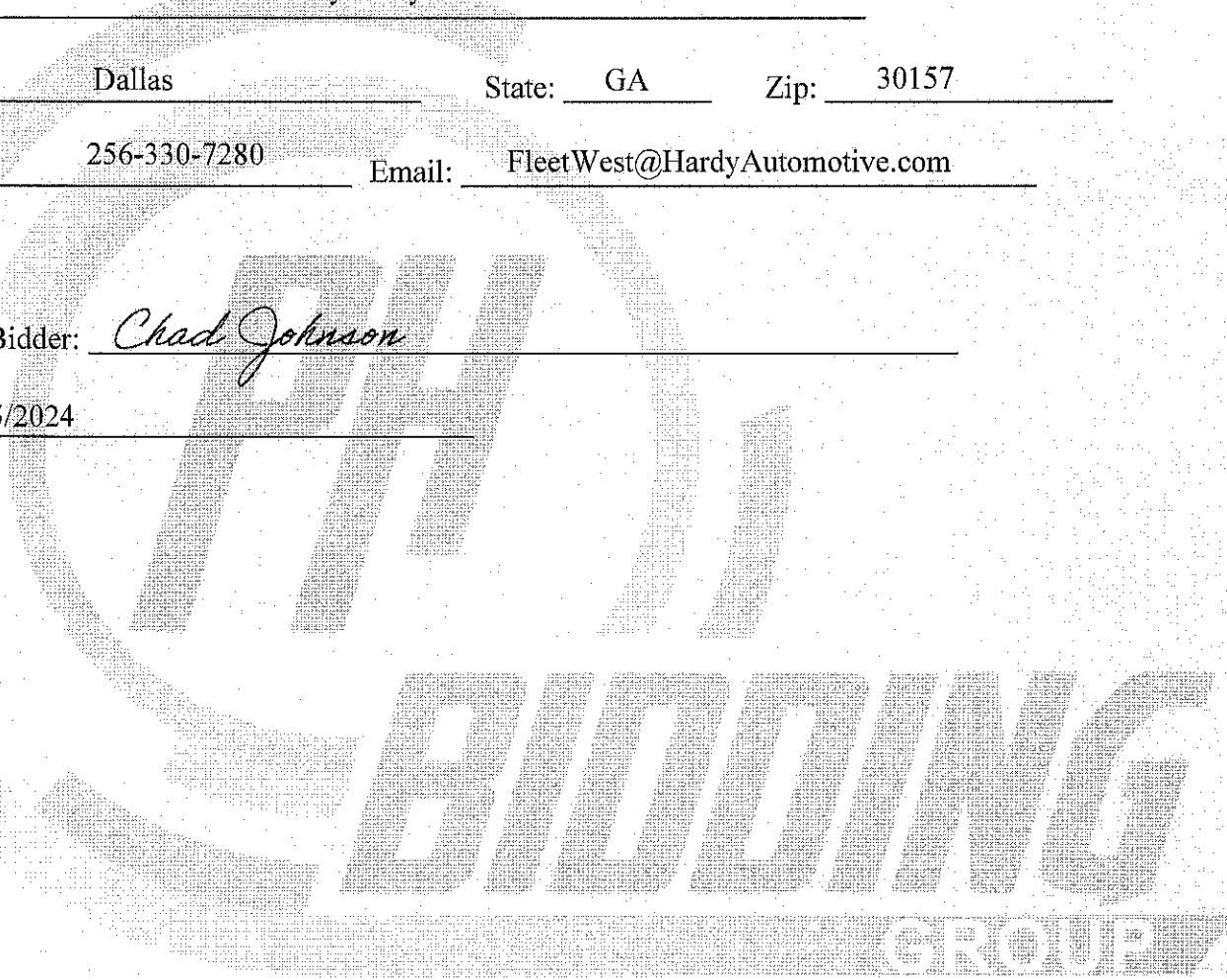
Street: 1249 Charles Hardy Pkwy

City: Dallas State: GA Zip: 30157

Phone: 256-330-7280 Email: FleetWest@HardyAutomotive.com

Signature of Bidder: *Chad Johnson*

Date: 8/5/2024





Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

**Selected Model and Options**

**MODEL**

CODE	MODEL	MSRP
CK10543	2024 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	

**COLORS**

CODE	DESCRIPTION
GAZ	Summit White

**OPTIONS**

CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*	(\$500.00)
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailing Package.)	Inc.
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
DP6	Mirror caps, painted (High gloss Black. Included and only available with (PQA) WT Safety Package. Not available with (DPO) trailing mirrors.)	Inc.





Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete )

OPTIONS		
CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package.)	\$395.00
GAZ	Summit White	\$0.00
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (K14) interior power outlet) (Included and only available with (K14) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
K14	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Includes (UB1) USB ports on Crew and Double Cab models only. Requires (QT5) EZ Lift power lock and release tailgate.)	\$225.00
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	\$0.00
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential. Not available with C*10703 Regular Cab model.)	\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
PCV	WT Convenience Package includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	Inc.
PEB	WT Value Package includes (PCV) WT Convenience Package and (Z82) Trailering Package (Not available with (ZW9) pickup bed delete.) *GROSS*	\$1,190.00

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Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete )

OPTIONS		
CODE	DESCRIPTION	MSRP
PQA	WT Safety Package includes (UD5) Front and Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFB) Rear Cross Traffic Alert Braking, (V46) Chrome front bumper, (VJH) Chrome rear bumper and (DP6) high gloss Black mirror caps (Includes (U12) Perimeter Lighting. Requires (PCV) WT Convenience Package or (PEB) WT Value Package and (KI4) 120-volt power outlet. Not available with (DPO) trailer mirrors or (ZW9) pickup bed delete.)	\$940.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (Not available with (VYU) Snow Plow Prep Package.)	\$350.00
QDV	Tires, 265/70R17 all-terrain, blackwall	\$200.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$150.00
U12	Lighting, perimeter (Included and only available with (PQA) WT Safety Package.)	Inc.
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription (IMPORTANT: The SiriusXM trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change.)	\$100.00
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	Inc.
UD5	Front and Rear Park Assist, ultrasonic (Included and only available with (PQA) WT Safety Package.)	Inc.
UFB	Rear Cross Traffic Braking (Included and only available with (PQA) WT Safety Package.)	Inc.
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT Safety Package.)	Inc.
UKK	Rear Pedestrian Alert (Included and only available with (PQA) WT Safety Package.)	Inc.
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper and (E63) Durabed, pickup bed. Included with (PQA) WT Safety Package.)	Inc.
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	Inc.
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	Inc.
Z82	Trailer Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	Inc.
<b>Options Total</b>		<b>\$4,645.00</b>

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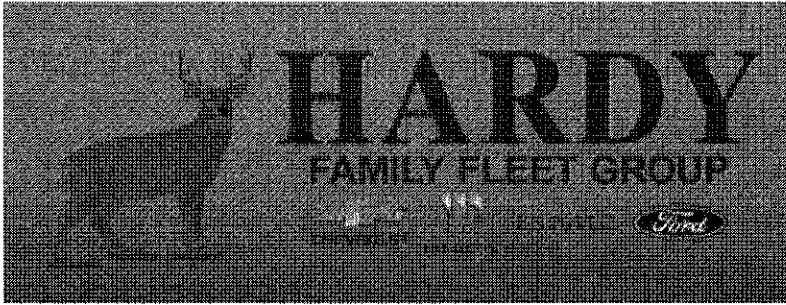
Data Version: 20374. Data Updated: Sep 5, 2023 1:00:00 PM PDT.



Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete)

### Price Summary

#### PRICE SUMMARY



**Invoice #**  
N/A

**For:**  
2024 Silverado 1500 WT

**Bill To:**  
CITY OF TUPELO

**Vin #**  
N/A

Item Description	Amount
MSRP	\$52,340.00
Hardy Discount	\$2,717.00
Hardy Price	\$49,623.00
Fleet Discount	\$2,900.00
<b>Vehicle Price</b>	<b>\$46,723.00</b>
Spray-In Bed Liner	\$550.00
Vehicle Price with Spray-In Bed Liner	\$47,273.00
Title	\$0.00
Delivery	\$0.00
<b>Total Price</b>	<b>\$47,273.00</b>

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Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck ( ✓ Complete )

### Standard Equipment

#### Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

#### Mechanical

Durabed, pickup bed

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)

Recovery hooks, front, frame-mounted, Black

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

#### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

Tires, 255/70R17 all-season, blackwall (STD)

Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)

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Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete )

**Exterior**

- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
- Bumpers, front, Black (semi-gloss)
- Bumpers, rear, Black (semi-gloss)
- CornerStep, rear bumper
- Cargo tie downs (12), fixed rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
- Taillamps with incandescent tail, stop and reverse lights
- Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
- Glass, solar absorbing, tinted
- Door handles, Black
- Tailgate and bed rail protection cap, top
- Tailgate, standard
- Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
- Tailgate, gate function manual, no EZ Lift

**Entertainment**

- Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Sirius XM, delete (Can be upgraded to (U2K) SiriusXM.)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone, connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

**Interior**

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete )

**Interior**

- Seat trim, Vinyl
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry, with 2 transmitters
- Power outlet, front auxiliary, 12-volt
- USB Ports, 2, Charge/Data ports located on instrument panel
- Air conditioning, single-zone manual
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

**Safety-Mechanical**

- Automatic Emergency Braking
- Front Pedestrian Braking
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

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Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete )

**Safety-Exterior**

Daytime Running Lamps with automatic exterior lamp control

**Safety-Interior**

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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Vehicle: [Retail] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✔ Complete )

**WARRANTY**

Warranty Note: <<< Preliminary 2024 Warranty >>>  
Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: Silverado TurboMax: 5 Years/100,000 Miles; HD Duramax Diesel: 5 Years/100,000 Miles;  
Qualified Fleet Purchases: 5 Years/100,000 Miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: Silverado TurboMax: 5 Years/100,000 Miles; HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles  
Maintenance Note: 1 Year/1 Visit

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# ROGERS DABBS

CHEVROLET

August 7, 2024

City of Tupelo  
71 East Troy ST  
Tupelo, MS 38804

Bid for two (2) New 1500 Silverado Crew Cab SSV for the Tupelo Police Department. Included is a window sticker to highlight the options. Also, the trucks have 6 keys. The quote is on Summit White, in stock we have Grey and Black Also.

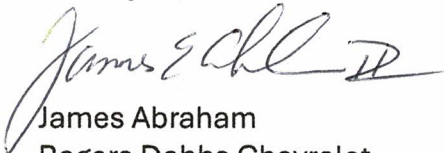
Bid Price	\$49972.87
Title	\$10.00
Total for each	\$49982.87

Total amount due for 2 units \$99945.74

This pricing is calculated using GM/GOVERNMENT incentives, which are valid through the 2024 model year.

This proposal is submitted pursuant to the provisions of the Mississippi Code Ann. 31-7-13 (1972, amended).

Thank you,



James Abraham  
Rogers Dabbs Chevrolet  
601-824-5430  
601-825-2277 MAIN  
Jabraham@rogersdabbs.com

Item # 16.



CHEVROLET

2024 SILVERADO 1500 CREW WT 4WD

EXTERIOR: SUMMIT WHITE  
INTERIOR: JET BLACK

ENGINE: 5.3L ECOTEC3 V8  
TRANSMISSION: 10-SPEED AUTO

PULL THIS STRIP TO EXPOSE ADHESIVE

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN  
CREW CAB SHORT BED 4WD

OWNER BENEFITS

- 3 YEAR / 36,000 MILE\* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE\* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST \*SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY

- CHEVY SAFETY ASSIST
- AUTOMATIC EMERGENCY BRAKING
- FORWARD COLLISION ALERT
- FRONT PEDESTRIAN BRAKING
- LANE KEEP ASSIST W/LANE

DEPARTURE WARNING

- FOLLOWING DISTANCE INDICATOR
- INTELLIBEAM-AUTO HIGH BEAM
- REAR VISION CAMERA
- TEEN DRIVER MODE
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

PERFORMANCE & MECHANICAL

- 220 AMP ALTERNATOR
- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- BRAKE PAD WEAR INDICATOR

CONNECTIVITY & TECHNOLOGY

- CHEVROLET INFOTAINMENT 3
- 7" DIAG COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO & APPLE CARPLAY CAPABLE
- USB PORTS

DRIVER INFORMATION CENTER

- REMOTE KEYLESS ENTRY
- PUSH BUTTON START
- REAR SEAT REMINDER

INTERIOR

- AIR CONDITIONING
- POWER WINDOWS
- POWER DOOR LOCKS
- FRONT 40/20/40 BENCH SEATS W/ ARMREST & LUNDERSSEAT STORAGE
- REAR 60/40 FOLDING BENCH SEAT

EXTERIOR

- CORNERSTEP REAR BUMPER
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE **\$45,800.00**

OPTIONS & PRICING

OPTIONS INSTALLED BY THE MANUFACTURER MAY REPLACE STANDARD EQUIPMENT SHOWN

1,595.00

WITH DYNAMIC FUEL MANAGEMENT

1,190.00

WT VALUE PACKAGE

DEEP-TINTED GLASS

REAR WINDOW DEFOGGER

CRUISE CONTROL

OUTSIDE POWER MIRRORS

TRAILERING PACKAGE

WT SAFETY PACKAGE

940.00

FRONT AND REAR PARK ASSIST

LANE CHANGE ALERT WITH

SIDE BLIND ZONE ALERT

REAR CROSS TRAFFIC BRAKING

CHROME BUMPERS

PERMETER LIGHTING

920.00

Z71 OFF-ROAD PACKAGE

TWIN TUBE SHOCKS

HILL DESCENT CONTROL

SKID PLATES

HEAVY-DUTY LOCKING REAR

DIFFERENTIAL

2-SPEED AUTOTRAC TRANSFER

850.00

ASSIST STEPS (DEALER INSTALLED)

650.00

18" BRIGHT SILVER PAINTED

ALUMINUM WHEELS

SPECIAL SERVICE PACKAGE

650.00

220-AMP ALTERNATOR

120 VOLT OUTLETS IN IP

AND CARGO BED

CALIBRATION KEYLESS REMOTE

PANIC BUTTON AND EXTERIOR

LIGHTS AND HORN DISABLE

CALIBRATION SURVEILLANCE

MODE INTERIOR LIGHTING

FISHER SYSTEM - HEADLAMP &

TAILLAMP

RED TAILLAMP FLASHER

CALIBRATION TAILLAMP FLASHER,

RED/WHITE

MUD - TERRAIN TERRITORY TIRES

GRILLE LAMPS AND SIREN SPEAKER

WIRING PROVISIONS

EZ LIFT POWER LOCK

850.00

ASSIST STEPS (DEALER INSTALLED)

650.00

18" BRIGHT SILVER PAINTED

ALUMINUM WHEELS

SPECIAL SERVICE PACKAGE

650.00

220-AMP ALTERNATOR

120 VOLT OUTLETS IN IP

AND CARGO BED

CALIBRATION KEYLESS REMOTE

PANIC BUTTON AND EXTERIOR

LIGHTS AND HORN DISABLE

CALIBRATION SURVEILLANCE

MODE INTERIOR LIGHTING

FISHER SYSTEM - HEADLAMP &

TAILLAMP

RED TAILLAMP FLASHER

CALIBRATION TAILLAMP FLASHER,

RED/WHITE

MUD - TERRAIN TERRITORY TIRES

GRILLE LAMPS AND SIREN SPEAKER

WIRING PROVISIONS

EZ LIFT POWER LOCK

150.00

AND RELEASE TAIL GATE

UPFITTER SWITCH KIT (5)

(CUSTOMER RESPONSIBLE FOR

INSTALLATION)

HORN AND SIREN CIRCUIT WIRING

105.00

REMOTE KEYLESS ENTRY FLJ PKG

75.00

INC.

GMWR: 7,100 LBS. (3,221 KG)

REAR AXLE: 3.23 RATIO

TOTAL OPTIONS

\$7,972.00

TOTAL VEHICLE & OPTIONS

\$53,772.00

DESTINATION CHARGE

1,995.00

TOTAL BEFORE SAVINGS

\$55,772.00

WT VALUE PACKAGE DISCOUNT

-500.00

TOTAL VEHICLE PRICE\*

**\$55,272.00**

EPA Fuel Economy and Environment

Gasoline Vehicle

SILVERADO 4WD MID TERRAIN TIRE

**16** MPG  
combined city/hwy

Standard pickup trucks range from 12 to 84 MPG. The best vehicle rates 140 MPGs.

**15** city **19** highway

6.2 gallons per 100 miles

Annual fuel cost **\$3,400**



You spend **\$7,250** more in fuel costs over 5 years compared to the average new vehicle.

fuel economy.gov

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$3.60 per gallon. MPGs is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★  
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★  
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★  
Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★  
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★) with 5 being the highest.  
Source: National Highway Traffic Safety Administration (NHTSA)  
www.safercar.gov or 1-888-327-4236

Equipped with the safety and security of OnStar.  
Visit onstar.com for details.  
onstar.com/privacy

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:  
U.S./CANADIAN PARTS CONTENT: 37%  
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 36%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:  
FINAL ASSEMBLY POINT: SILAO, GJ MEXICO  
COUNTRY OF ORIGIN: ENGINE: UNITED STATES  
TRANSMISSION: UNITED STATES

ORDER NO DCLWR SALES CODE C  
DEALER NO 2467  
SALES MODEL CODE CK10543  
SILAO, GJ MEXICO  
VIN 3GCUDEEDRG354177 REISSUE  
DEALER TO WHOM DELIVERED  
ROGERS-DABBS CHEVROLET, INC.  
PO BOX 1329  
BRANDON, MS 39043-1329



© 2023 General Motors LLC  
GM Corp. 15000 Ave. Chevrolet  
Warren, MI 48090-1500



# BID FORM

This Bid is submitted for: TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) FOR TUPELO POLICE DEPARTMENT

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

The undersigned, in compliance with the request for bids hereby proposes to furnish **TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) FOR TUPELO POLICE DEPARTMENT** For the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV)	2	EA	\$ 49982. <sup>87</sup>	\$ 99945. <sup>74</sup>

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: Bid # 2024-044PD DATE: 8/7/2024  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

### VEHICLE INFORMATION

Make/Model Chevrolet Silverado 1500 SSV Crew Cab 4x4

Year: 2024 Color White

Engine 5.3L Ecotec3 V-8

Delivery Lead Time 5 Days

**BIDDER INFORMATION**

Company Name: Rogers Dabbs Chevrolet

Company Representative: James Abraham

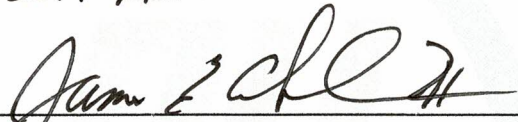
Title: Fleet Director

**Business Address:**

Street: 1501 West Government St

City: Branson State: MO Zip: 39042

Phone: 601-824-5430 Email: jabraham@RogersDabbs.com  
64-825-2277 main

Signature of Bidder: 

Date: 8/7/2024



**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS SSV)  
FOR TUPELO POLICE DEPARTMENT  
Bid # 2024-044PD**

**I. GENERAL**

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, August 15, 2024**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804 or electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

**II. TECHNICAL SPECIFICATIONS & BID INFORMATION**

The City of Tupelo will be accepting proposals for the following specifications:

TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) (or Equivalent)				
ITEM	MINIMUM SPECIFICATIONS <i>Specifications modeled after 1500 Chevy Silverado</i>	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.1	ENGINE: 5.3L ECOTEC3 V8 WITH DYNAMIC FUEL MANAGEMENT	X		
1.2	DRIVETRAIN: 4WD	X		
1.3	Z71 OFF-ROAD PACKAGE • TWIN TUBE SHOCKS • HILL DESCENT CONTROL • SKID PLATES • HEAVY-DUTY LOCKING REARDIFFERENTIAL • 2-SPEED AUTOTRAC TRANSFER CASE • Z71 BADGING	X		
1.4	18" BRIGHT SILVER PAINTED ALUMINUM WHEELS	X		
1.5	SPECIAL SERVICE PACKAGE • 220-AMP ALTERNATOR • 120 VOLT OUTLETS IN IP AND CARGO BED • CALIBRATION KEYLESS REMOTE	X		
1.6	PANIC BUTTON AND EXTERIOR LIGHTS AND HORN DISABLE • CALIBRATION SURVEILLANCE	X		
1.7	MODE INTERIOR LIGHTING • FLASHER SYSTEM - HEADLAMP & TAILLAMP • RED TAILLAMP FLASHER • CALIBRATION TAILLAMP FLASHER, RED/WHITE	X		
1.8	MUD -TERRAIN TERRITORY TIRES 4	X		
1.9	TRAILERING PACKAGE	X		
1.10	WT FLEET CONVENIENCE PACKAGE • OUTSIDE POWER MIRRORS • CRUISE CONTROL	X		
1.11	10-WAY POWER DRIVER SEAT		X	Manual Drivers Seat
1.12	GRILLE LAMPS AND SIREN SPEAKER	X		
1.13	WIRING PROVISIONS	X		

**TWO (2) NEW 1500 CHEVY SILVERADO CREW CAB TRUCKS (SSV) (Continued)**

ITEM	MINIMUM SPECIFICATIONS <i>Specifications Modeled after 1500 Chevy Silverado</i>	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.14	DEEP-TINTED GLASS	X		
1.15	EZ LIFT POWER LOCK AND RELEASE TAILGATE	X		
1.16	REAR AXLE: 3.23 RATIO INC.	X		
1.17	REAR WHEELHOUSE LINERS		X	<i>NO Rear wheelhouse liners</i>
1.18	GVWR: 7,100 LBS. (3,221 KG) INC.	X		
1.19	REMOTE KEYLESS ENTRY FLT PKG	X		
1.20	CARPET FLOOR COVERING		X	<i>1 Rubberized Vinyl</i>
1.21	HORN AND SIREN CIRCUIT WIRING	X		
1.22	<b>INTERIOR</b> <ul style="list-style-type: none"> <li>• AIR CONDITIONING</li> <li>• POWER WINDOWS</li> <li>• POWER DOOR LOCKS</li> <li>• FRONT 40/20/40 BENCH SEATS W/ ARMREST &amp; UNDERSEAT STORAGE</li> <li>• REAR 60/40 FOLDING BENCH SEAT</li> </ul>	X		
1.23	<b>CONNECTIVITY &amp; TECHNOLOGY</b> <ul style="list-style-type: none"> <li>• CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCHSCREEN</li> <li>ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE:</li> <li>BLUETOOTH AUDIO STREAMING</li> <li>VOICE COMMAND PASSTHROUGH TO PHONE, WIRELESS ANDROID AUTO &amp; APPLE CARPLAY CAPABLE</li> <li>• USB PORTS</li> <li>• DRIVER INFORMATION CENTER</li> <li>• REMOTE KEYLESS ENTRY</li> <li>• PUSH BUTTON START</li> <li>• REAR SEAT REMINDER</li> </ul>	X		
1.24	<b>PERFORMANCE &amp; MECHANICAL</b> <ul style="list-style-type: none"> <li>• 220 AMP ALTERNATOR</li> <li>• STABILITRAK W/ TRAILER SWAY CONTROL &amp; HILL START ASSIST</li> <li>• BRAKE PAD WEAR INDICATOR</li> </ul>	X		
1.25	<b>Safety &amp; security</b> <ul style="list-style-type: none"> <li>• CHEVY SAFETY ASSIST</li> <li>*AUTOMATIC EMERGENCY BRAKING</li> <li>*FORWARD COLLISION ALERT</li> <li>*FRONT PEDESTRIAN BRAKING</li> <li>*LANE KEEP ASSIST W/LANE DEPARTURE WARNING</li> <li>*FOLLOWING DISTANCE INDICATOR</li> <li>*INTELLIBEAM-AUTO HIGH BEAM</li> <li>• REAR VISION CAMERA</li> <li>• TEEN DRIVER MODE</li> <li>• TIRE PRESSURE MONITORING WITH TIRE FILL ALERT</li> </ul>	X		



GENERAL BIDDER'S REQUIREMENTS			
MINIMUM SPECIFICATIONS	ACKNOWLEDGE		VARIANCE
	YES	NO	
Delivery – Vehicles Must be available for delivery within 5 days of Receipt of Purchase Order	X		
All items must be as specified or approved equal by the City of Tupelo.	X		

**VEHICLE INFORMATION**

Make/Model Chevrolet 1500 SSV 4x4 Crew Cab

Year: 2024 Color Summit White / Sterling Grey / Black

Engine 5.3L Ecotec3 V8



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Joseph Wheeler, Airport Executive Director

**DATE:** August 27, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF MDOT MATCHING AIP 3-28-0070-056-2024 GRANT FOR TUPELO AIRPORT AUTHORITY

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**Request:**

TAA requests that Mayor Jordan and City Council approve and accept the MDOT matching grant offer.

**Attachments:**

A. Copy of the MDOT AIP 3-28-0070-056-024 Matching Grant Offer



**MISSISSIPPI TRANSPORTATION COMMISSION  
AIRPORT FEDERAL MATCHING GRANT AGREEMENT  
Project No. AIP-3-28-0070-056-2024  
Tupelo Regional Airport**

**PART I - OFFER**

**TO: City of Tupelo, Mississippi and Tupelo Airport Authority**  
(hereinafter referred to as the RECIPIENT)

**FROM: The Mississippi Transportation Commission**  
(hereinafter referred to as the COMMISSION)

**WHEREAS**, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

**WHEREAS**, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 12, 2024 for Airport Improvement Project No. 3-28-0070-056-2024 (hereinafter referred to as Project) consisting of the following:

**Rehabilitate South GA Apron (joint seal and isolated repairs)**

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

**WHEREAS**, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

**NOW, THEREFORE**, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$13,064.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
  - a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.
  - b. carry out and complete the project **by December 30, 2028**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the \_\_\_\_ day of \_\_\_\_\_, 2024.

MISSISSIPPI TRANSPORTATION COMMISSION, BY  
AND THROUGH THE DULY AUTHORIZED EXECUTIVE  
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF  
TRANSPORTATION

\_\_\_\_\_  
Brad White, Executive Director

Bk \_\_\_\_\_, Pg \_\_\_\_\_

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**City of Tupelo, Mississippi**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**Tupelo Airport Authority**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## SUPPLEMENTAL CONDITIONS

### Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

### ATTACHMENT C

**CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

**Tupelo Regional Airport**

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

583576  
EV\* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature]  
Authorized Officer or Agent  
Joseph Wheeler  
Printed Name of Authorized Officer or Agent of the RECIPIENT

August 27, 2024  
Date  
Executive Director  
Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the 27th day of August, 2024  
[Signature]  
NOTARY PUBLIC  
My Commission Expires 9-25-27

\* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** August 28, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF JULY 29, 2024 **KK**

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**Request:**

PLEASE REVIEW AND ACCEPT MINUTES OF JULY 29, 2024



**CADENCE BANK**  
Arena & Conference Center

Tupelo Coliseum Commission  
Regular Meeting Minutes  
July 29, 2024

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, July 29, 2024 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jessica Hollinger  
Vice Chair- Stephanie Coomer  
Commissioner-Darrell Marecle  
Commissioner- Mike Armour  
Commissioner- Gerald Peralta  
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 June 17, 2024 was discussed. Vice Chair Stephanie Coomer made a motion to approve the minutes as written, seconded by Commissioner Mike Armour. All commission members voting aye, the motion passed.

Approval of minutes from June 20, 2024 Special Called meeting was discussed. Commissioner Darrell Marecle made a motion to approve the minutes as written, seconded by Commissioner Mike Armour. 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. Sexy Red on 06/22 was canceled for lack of ticket sales and promoter lost his security deposit. Jurassic Quest was 06/28-30 and we had over 20,000 people attend over 3 days. We also had 21 meeting events.

Kevan also gave an update on our upcoming shows. We have Dance Like the Stars 08/03, Body Building Competition 08/15-17, Jamey Johnson 08/18 and 21 meeting events.





**Old Business:**

Monster Jam damage to riser repairs is now 100% complete.  
Arena Lighting Upgrade is in progress and should be complete middle of September.

**New Business**

Nominating a new Commission secretary was discussed. Commissioner Mike Armour made a motion to nominate Commissioner Darrell Marecle, seconded by Commissioner Louis Conley. All commissioners voted aye; the motion passed.

Bid Approval for West Parking Lot Bid # 2024-042PW was discussed. Commissioner Mike Armour made a motion to approve the bid to Falcon Contracting for \$688,000.00 seconded by Commissioner Darrell Marecle. All commissioners voted aye; the motion passed.

Old bar glassware was discussed to surplus for auction with Gov.Deals. Commissioner Mike Armour made a motion to approve, seconded by Vice Chair Stephanie Coomer. All commissioners voted aye; the motion passed.

2024-2025 Budget was discussed for approval. Commissioner Louis Conley made a motion to approve the budget, seconded by Commissioner Darrell Marecle. All commissioners voted aye; the motion passed.

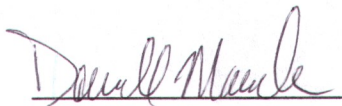
August Commission meeting was discussed to move the meeting from August 19<sup>th</sup> to August 26<sup>th</sup>. Commissioner Mike Armour made a motion to approve, seconded by Commissioner Louis Conley. All commissioners voted aye; the motion passed.

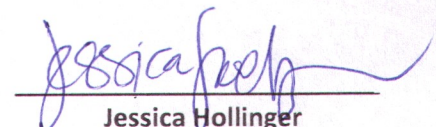
**Check Approval:**

Commissioner Gerald Peralta made a motion to approve the checks from June, seconded by Commissioner Darrell Marecle. All commissioners voted aye; the motion passed.

**Adjournment:**

Chair Jessica Hollinger adjourned the meeting at approximately 3:30 p.m.

  
Darrell Marecle  
Secretary

  
Jessica Hollinger  
Chair



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** August 29, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE  
MINUTES OF AUGUST 22, 2024 **JT**

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Request:

Attached for your review and approval are the Tupelo Traffic Committee summary and minutes from our meeting on August 22, 2024.

# Memo

**To:** Tupelo City Council  
**From:** Tupelo Traffic Committee  
**Subject:** Review/Approve Traffic Committee Minutes of August 22, 2024  
**Date:** August 29, 2024

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Attached are the minutes of the Traffic Committee meeting on August 22, 2024. The following is a summary of their actions.

## Old Business:

1. A request from Ms. Zola Ward, 3291 Meadow Drive, 662-401-0120, for the installation of speed tables on the following streets:
  - a) Meadow Drive
  - b) Beasley Circle
  - c) Brooks Street
  - d) Moore Avenue
  - e) Evans Circle
  - f) Kennedy Drive

Action: Approved

2. A request from Mr. Joel Driskell, 1478 Orleans Place, Tel. 662-871-3465, [jdriskell48@gmail.com](mailto:jdriskell48@gmail.com), for the installation of some traffic calming measures along Butler and Purnell Roads (installation of a guard rail at 1478 Orleans Place, directly across from Purnell Road).

Action: Postponed

3. A request from Mr. Jim Kerrant, owner of N MS Dance Center @ 3480 Browning Drive, Tel. 662-324-8085, for the installation of some traffic calming measures (safety signage).

Action: Approved

## New Business

1. A request from Councilwoman Rosie Jones, Ward 7, for the installation of rumble strips on Green Tee Road near Southern Heights intersection.

Action: Approved

2. A request from Big Oaks HOA for the installation of speed tables on Laurel Drive.

Action: Approved

3. A request from Councilwoman Nettie Davis, Ward 4, to make the intersection of Franklin and Broadway Streets a four-way stop.

Action: Postponed

4. A request from Ms. Jessica Peralta, 615 S. Church Street, Tel. 662-523-6890, [jessperalta@gmail.com](mailto:jessperalta@gmail.com), for the installation of speed tables along S. Church Street between Carnation Street and Chestnut Street.

Action: Postponed

5. A request from Mr. Jimmy Blaylock, 350 Elliott Street, Tel. 662-321-5786, [jimmyblaylock@yahoo.com](mailto:jimmyblaylock@yahoo.com), for the installation of speed tables on Elliott Street from the cotton mill to S. Green Street.

Action: Conditional Approval – waiting on completed petition

6. A request from Ms. Lauren Steward, 433 N. Church Street, Tel. 662-842-9262, [laurenkitchens@gmail.com](mailto:laurenkitchens@gmail.com), for the installation of “No Parking” signs in front of her residence.

Action: Postponed

7. A request from Mr. Chaz Kirby, 1214 Eugene Street, Tel. 662-871-5044, [chazkirby@yahoo.com](mailto:chazkirby@yahoo.com), for the installation of speed tables on Eugene Street.

Action: Conditional Approval – waiting on completed petition

8. A request from Ms. Delora Williams, 3436 Windsor Place Road, Tel. 662-346-6486, for the installation of “Watch for Children” signs.

Action: Approved

9. A request from Ms. Melanie Carruthers, 2654 Gun Club Road, Tel. 662-255-3309, for the installation of “Watch for Children” signs and “20 mph Speed Limit” signs.

Action: Approved

10. A request from Mr. Christopher Gibson, 2224 S. Clawood Place, [cgibson84@gmail.com](mailto:cgibson84@gmail.com), for the installation of speed tables on Clawood Place.

Action: Denied

**MINUTES OF THE TUPELO TRAFFIC COMMITTEE  
AUGUST 22, 2024**

A regular meeting of the Tupelo Traffic Committee was held on August 22, 2024, at 9:00 am in the council room on the 2<sup>nd</sup> floor of city hall. Members present were Mr. Dennis Bonds, Mr. Norman Cruse, Officer Jeff Griffin, Ms. Laura Kramer, Mr. Barton Wynn and Mr. Emmitt Foster. Mr. Mike Williams and Mr. Brent Spears were absent.

Audience members were Mr. Johnny Timmons, Manager TW&L, Mr. Don Lewis, COO, Mr. Chuck Williams, Public Works Director and several citizens.

**Call to Order**

The meeting was called to order by Mr. Dennis Bonds.

**Old Business**

1. **A request from Ms. Zola Ward, 3291 Meadow Drive, 662-401-0120, for the installation of speed tables on the following streets:**
  - a) **Meadow Drive**
  - b) **Beasley Circle**
  - c) **Brooks Street**
  - d) **Moore Avenue**
  - e) **Evans Circle**
  - f) **Kennedy Drive**

Mr. Dennis Bonds stated that these streets are all classified as residential streets and that a petition has been completed with the required signatures. Mr. Dennis Bonds made a motion to approve this request and install speed tables on the most needed streets first as determined by the engineering department. The motion was seconded by Mr. Norman Cruse and it passed unanimously.

2. **A request from Mr. Joel Driskell, 1478 Orleans Place, Tel. 662-871-3465, [jdriskell48@gmail.com](mailto:jdriskell48@gmail.com), for the installation of some traffic calming measures along Butler and Purnell Roads (installation of a guard rail at 1478 Orleans Place, directly across from Purnell Road).**

Mr. Dennis Bonds stated that this request requires more study. Mr. Norman Cruse made a motion to postpone this item until the next meeting. Mr. Emmitt Foster seconded the motion and it passed unanimously.

3. **A request from Mr. Jim Kerrant, owner of N MS Dance Center @ 3480 Browning Drive, Tel. 662-324-8085, for the installation of some traffic calming measures.**

Mr. Dennis Bonds stated that this area has been studied and, in cooperation with the Public Works department, some safety signage can be installed to help with traffic calming. Mr. Norman Cruse made a motion to approve this request and install the signage as recommended. The motion was seconded by Officer Jeff Griffin and approved unanimously.

### **New Business**

1. **A request from Councilwoman Rosie Jones, Ward 7, for the installation of rumble strips on Green Tee Road near Southern Heights intersection.**

Mr. Dennis Bonds has spoken with Mt. Sinai Church and the homeowner near this intersection and they want the rumble strips. Therefore, Mr. Emmitt Foster made a motion to approve this request which was seconded by Ms. Laura Kramer. The motion passed unanimously.

2. **A request from Big Oaks HOA for the installation of speed tables on Laurel Drive.**

Several homeowners from Big Oaks were present to represent the HOA. Mr. Dennis Bonds noted that Laurel Drive is a residential road and the HOA has the required signed petition. Mr. Norman Cruse made a motion to approve this request. Mr. Emmitt Foster seconded the motion and it passed unanimously.

3. **A request from Councilwoman Nettie Davis, Ward 4, to make the intersection of Franklin and Broadway Streets a four-way stop.**

Mr. Don Lewis stated that there is limited sight distance at this intersection. Mr. Dennis Bonds made a motion to postpone this item and allow time to conduct a study. Mr. Norman Cruse seconded the motion and it passed unanimously.

4. **A request from Ms. Jessica Peralta, 615 S. Church Street, Tel. 662-523-6890, [jessperalta@gmail.com](mailto:jessperalta@gmail.com), for the installation of speed tables along S. Church Street between Carnation Street and Chestnut Street.**

Mr. Dennis Bonds explained that speed tables will not be an option as S. Church Street does not have the correct classification. Mr. Bonds then asked that this item be postponed until the next meeting and he will get with Ms. Peralta to discuss some other options.

5. **A request from Mr. Jimmy Blaylock, 350 Elliott Street, Tel. 662-321-5786, [jimmyblaylock@yahoo.com](mailto:jimmyblaylock@yahoo.com), for the installation of speed tables on Elliott Street from the cotton mill to S. Green Street.**

Elliott Street is classified as a residential street and is eligible for speed tables. Mr. Blaylock has been provided the needed information and is working on getting the petition signed. Mr. Norman Cruse made a motion to conditionally approve this item until the petition is completed. The motion was seconded by Officer Jeff Griffin and it passed unanimously.

6. **A request from Ms. Lauren Steward, 433 N. Church Street, Tel. 662-842-9262, [laurenkitchens@gmail.com](mailto:laurenkitchens@gmail.com), for the installation of “No Parking” signs in front of her residence.**

Mr. Dennis Bonds made a motion to postpone this item until he can speak with Ms. Steward. Mr. Norman Cruse seconded the motion and it passed unanimously..



7. **A request from Mr. Chaz Kirby, 1214 Eugene Street, Tel. 662-871-5044, [chazkirby@yahoo.com](mailto:chazkirby@yahoo.com), for the installation of speed tables on Eugene Street.**

Mr. Dennis Bonds stated that Eugene Street is a residential street and qualifies for speed tables. He will provide Mr. Kirby with the needed information for the petition. Mr. Dennis Bonds then made a motion for conditional approval of this item until the petition is completed. Officer Jeff Griffin seconded the motion and it passed unanimously.

8. **A request from Ms. Delora Williams, 3436 Windsor Place Road, Tel. 662-346-6486, for the installation of “Watch for Children” signs.**

Mr. Dennis Bonds made a motion to approve this request which was seconded by Mr. Emmitt Foster. The motion passed unanimously.

9. **A request from Ms. Melanie Carruthers, 2654 Gun Club Road, Tel. 662-255-3309, for the installation of “Watch for Children” signs and “20 mph Speed Limit” signs.**

Mr. Dennis Bonds made a motion to approve this request. The motion was seconded by Mr. Norman Cruse and passed unanimously.

10. **A request from Mr. Christopher Gibson, 2224 S. Clawood Place, [cgibson84@gmail.com](mailto:cgibson84@gmail.com), for the installation of speed tables on Clawood Place.**

Clawood is classified as a Local road and not eligible for speed tables. Therefore, Mr. Dennis Bonds made a motion to deny this request which was seconded by Mr. Norman Cruse. The motion passed unanimously.

With there being no further business, Mr. Norman Cruse made a motion to adjourn the meeting. Ms. Laura Kramer seconded the motion and it passed unanimously.

Submitted by: Pam Blassingame





## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** August 29, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 FOR THE B&B SEWER OUTFALL LINE (BID NO. 2023-044WL) **JT**

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**Request:**

Approval of the attached change order:

**B&B Sewer Outfall Line Replacement – Encor, LLC** – Change Order # 1 – This change order adds 100 days to the original contract completion date due to unforeseen obstacles that became apparent at one of the railroad crossings. These obstacles resulted in a permit revision to change the location of the bore which took several weeks to complete. The revised completion date for this project will be October 31, 2024. This change order does not affect the amount of the contract.

# CHANGE ORDER

CCE NO. 3-09394 CHANGE ORDER NO.: 1  
 OWNER: City of Tupelo PROJECT: B&B Sewer Replacement Rebid  
 SRF #: C280 855-08 CONTRACTOR: Encor

Description:


This change order will add contract time to the project. Unforeseen obstacles became apparent at one of the railroad crossings resulting in a permit revision to change the location of the bore. The permit revision took several weeks to complete with the help of JLL (permitting agency for BNSF).

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
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It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Estimated Cost - Per Contract Dated: August 26, 2024

Original Contract Amount \$ 3,356,603.20  
 Previously Approved C.O.'s Add (Deduct): \$ -  
 PREVIOUSLY REVISED CONTRACT TOTAL: \$ 3,356,603.20  
 Estimated Amount - This C.O. Add (Deduct): \$ -  
 REVISED CONTRACT TOTAL: \$ 3,356,603.20  
 NOTICE TO PROCEED DATE: 11/27/2023  
 ORIGINAL CONTRACT TIME (Calendar Days): 240  
 ORIGINAL COMPLETION DATE: 7/23/2024  
 DAYS ADDED (DEDUCTED) PREVIOUS C.O.: 0  
 DAYS ADDED (DEDUCTED) THIS C.O.: 100  
 REVISED CONTRACT DAYS: 340  
 REVISED COMPLETION DATE THIS C.O.: 10/31/24

DATE: 8/26, 2024  
  
 For Engineer (Cook Coggin Engineers, Inc.)

APPROVED: \_\_\_\_\_, 2024  
 \_\_\_\_\_  
 For Owner (City of Tupelo)

ACCEPTED: 8/26, 2024  
  
 For Contractor (Encor)



## AGENDA REQUEST

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

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### **Request:**

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

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

These matters will be moved up when completed.