

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

DECEMBER 15, 2020

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, December 15, 2020 at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Travis Beard, Nettie Davis, Buddy Palmer, Mike Bryan and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Lynn Bryan attended by ZOOM.

Councilman Markel Whittington gave the invocation. Councilman Travis Beard led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Palmer moved, seconded by Councilman Jennings, to confirm the agenda and agenda order with the following changes:

ADD Order Amending Previously Adopted Minutes of January 7, 2020

ADD: Appointment of Janis McCoy as Tupelo Municipal Election Commissioner

The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

Councilman Willie Jennings wished all a Merry, Happy and Safe Holiday and encouraged everyone to be as safe as possible. He said that, even with the pandemic, the City of Tupelo has had a great financial year and thanked the Administration and Finance Department for all they do.

Councilman Buddy Palmer agreed with Councilman Jennings and wished everyone a Merry Christmas and said 2021 will be a great year.

Councilman Travis Beard wished all a Merry Christmas and a Happy New Year.

Councilwoman Davis extended Seasons Greetings to everyone and thanked Missy Shelton, Neal McCoy and Tracy Proctor for the beautiful decorations in the Council Chambers this year.

Councilman Lynn Bryan wished everyone a Merry Christmas and a Happy New Year. He also wished his wife a very Happy Birthday.

MAYOR'S REMARKS

Mayor Jason Shelton began by wishing everyone a Merry Christmas and a Happy New Year and saying how much he appreciates all that the Council, Department Heads and City employees do for the City and how well they all work together. The first COVID response was on February 28, 2020, and the Council has been remarkably proactive. The first COVID vaccine arrived at the North MS Medical Center today and it looks very promising. It is vitally important that everyone continue to wear masks, practice social distancing and do everything possible to minimize the spread of COVID. He encouraged the Council to approve the appointment of Janis McCoy to the Municipal Election Commission and to approve the budget amendment that is on tonight's Agenda. The "Mask Up Tupelo" campaign began this week to help encourage everyone to follow the CDC guidelines and to stay safe.

PUBLIC AGENDA**PUBLIC HEARINGS**

There were no Public Hearings.

APPEALS

There were no Appeals.

CITIZEN HEARING

There were no Citizen Hearings.

ACTION AGENDA**IN THE MATTER OF RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION (MAJOR THOROUGHFARE PLAN PHASE VII)**

Councilman Whittington moved, seconded by Councilman Palmer, to approve the following Resolution:

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR

The vote was unanimous in favor of the Resolution. According to the Resolution, a special election shall be and the same is hereby called and ordered to be held within the City of Tupelo, Mississippi, on Tuesday, the 2nd day of February, 2021. An executed copy of the Resolution, including a copy of the Official Ballot, is attached to these minutes and made a part hereof as **APPENDIX A.**

IN THE MATTER OF NUISANCE PROPERTIES ORDINANCE

Councilman Jennings moved, seconded by Councilman Beard, to approve the following Ordinance:

ORDINANCE AMENDING CITY OF TUPELO CODE OF ORDINANCES BY ADDING CHAPTER 7, ARTICLE XIV, CHRONIC NUISANCE PROPERTY ORDINANCE AND AMENDING CERTAIN PROVISIONS OF THE RENTAL HOUSING CODE

After a discussion, the vote was unanimous in favor. **APPENDIX B**

ROUTINE AGENDA

IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON DECEMBER 1, 2020

Councilman Beard moved, seconded by Councilwoman Davis, to approve the minutes of the regular Council meeting dated December 1, 2020. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF BUDGET AMENDMENT #2

Councilwoman Davis moved, seconded by Councilman Whittington, to approve Budget Amendment #2 for fiscal year ending September 30, 2021. After an explanation by CFO Kim Hanna, the vote was unanimous. **APPENDIX D**

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Councilman Beard moved, seconded by Councilman Whittington, to approve the advertising and promotional expense list, as submitted. The vote was unanimous in favor. **APPENDIX E**

IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT FOR THE EOD UNIT (K-9)

Councilman Whittington moved, seconded by Councilwoman Davis, to approve and accept the Homeland Security Grant for EOD Unit (K-9) in the amount of \$20,000 to purchase a K-9 as well as a vehicle retrofit to accommodate this K-9 vehicle. The vote was 7 - 0 in favor. **EXHIBIT F**

IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT FOR THE EOD UNIT

Councilwoman Davis moved, seconded by Councilman Beard, to approve and accept the Homeland Security Grant for EOD Unit in the amount of \$63,361 to purchase air purifying respirators, Smart-Ray X-ray, filters, Tyveks suits, booties, gloves, chemical gloves, chemical tape and a hazmat field sampling kit. The vote was 7 - 0 in favor. **EXHIBIT G**

IN THE MATTER OF SOLE SOURCE FOR COLORADO TIME SYSTEMS

Councilman Jennings moved, seconded by Councilman Palmer, to approve the Sole Source request from Alex Farned, Director of Tupelo Parks and Recreation/Tupelo Aquatic Center for the purchase of two LED Scoreboards for the Tupelo Aquatic Center. The Aquatic Center currently uses Colorado Time Systems for the timing system and the scoreboards must interact with it. The vote was unanimous in favor of the approval of Colorado Time Systems to furnish two score boards in the amount of \$58,000. All documentation required for sole source is attached to these minutes as **APPENDIX H**.

IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL

Councilman Palmer moved, seconded by Councilman Whittington, to approve the following FY2020-2021 contracts:

Tupelo City Museum Association Agreement
 Tupelo Disc Golf Association Agreement
 Contract for Northeast MS Umpire Association
 Tupelo Skate Park Association Agreement
 Tupelo Friends of the Park Agreement
 Tupelo Youth Soccer Association Agreement
 Tupelo Aquatic Group Agreement
 Tupelo Fourth of July Celebration Association Agreement
 Tupelo Softball Association Agreement
 Tupelo Tennis Association Agreement
 Tupelo Therapeutic Recreation Association Agreement
 Tupelo Youth Baseball Association
 Veterans Council Agreement

The vote was unanimous in favor. An executed copy of the contracts are attached to these minutes as **APPENDIX I**.

IN THE MATTER OF SURPLUS AND RETIREMENT OF DUTY WEAPON (HASSELL)

Councilman Beard moved, seconded by Councilman Whittington, to declare as surplus and approve Sgt. Clay Hassell to purchase his duty weapon for \$1.00. Chief Bart Aguirre explained that it is common practice for a police officer to purchase his duty weapon upon retirement. The vote was unanimous in favor. **APPENDIX J**

IN THE MATTER OF SURPLUS VEHICLE

Police Chief Bart Aguirre requested that a 2016 Ford Police Interceptor, VIN #1FM5K8AR5GGC73217, be declared surplus. The vehicle is considered a total loss after an accident and is no longer of use for the City, except for parts. Councilman Whittington moved, seconded by Councilman Palmer, to surplus the vehicle for usable parts and scrap the rest. The vote was unanimous in favor. **APPENDIX K**

IN THE MATTER OF APPROVAL OF CONSTRUCTION CONTRACT FOR EASON BOULEVARD BRIDGE RIP RAP

Councilwoman Davis moved, seconded by Councilman Beard, to approve the construction contract with Parsons Earthworks for Bid 2020-036PW - Eason Boulevard Bridge Rip Rap - in the amount of \$645,775. This bid was awarded at the Council meeting held on November 3, 2020. The vote was unanimous in favor. **APPENDIX L**

IN THE MATTER OF BAD DEBT WRITE-OFF JULY 2019 – DECEMBER 2019

Councilman Jennings moved, seconded by Council Palmer, to approve writing off to the bad debt file a list of Water and Light Collections accounts. The total bad debt amount represents 0.0009% of the total revenue for the period of July 2019 thru December 2019. Efforts will continue to be made to collect these accounts even though they have been transferred to this accounting classification. The vote was unanimous in favor. A copy of the request is attached to these minutes as **APPENDIX M.**

IN THE MATTER OF TRA MINUTES DECEMBER 11, 2020

Councilman Palmer moved, seconded by Councilman Jennings, to accept the TRA Minutes dated December 10, 2020. The vote was unanimous in favor. **APPENDIX N**

IN THE MATTER OF BID REJECTION 2020-037FP MAINTENANCE

Attorney Ben Logan reviewed the bid solicitation notice and bid responses for Bid 2020-037FP - Ground Maintenance for Fairpark and Downtown. He recommended to the Council to reject the bids received and seek requests for proposals that will allow the evaluation of price, cost, technical and management factors. Whittington moved, seconded by Councilman Palmer, to reject the Ground Maintenance for Fairpark and Downtown bid. The vote was unanimous in favor. **APPENDIX O**

IN THE MATTER OF PROCUREMENT FOR GROUNDS MAINTENANCE AND HOUSEKEEPING OF FAIRPARK DISTRICT CAMPUS AND DOWNTOWN TUPELO CORE GENERAL GROUNDS MAINTENANCE

After a lengthy discussion, Councilman Whittington moved, seconded by Councilman Palmer, to procure the personal services contract, Grounds Maintenance and Housekeeping of the Fairpark District

Campus and Downtown Tupelo Core General Grounds Maintenance, through a request for proposal. This method is deemed to be the most advantageous and practicable for the municipality to procure these services. The vote was unanimous in favor. **APPENDIX P**

IN THE MATTER OF COLISEUM MINUTES OCTOBER 26, 2020

Councilwoman Davis moved, seconded by Councilman Beard, to accept the minutes of the Coliseum Commission of October 26, 2020. The vote was unanimous in favor. **APPENDIX Q**

IN THE MATTER OF ORDER AMENDING PREVIOUSLY ADOPTED MINUTES OF JANUARY 7, 2020 BY ADDING ACTION OF CITY COUNCIL ACCEPTING NOVEMBER 18, 2019 MINUTES OF THE TUPELO COLISEUM COMMISSION

The City of Tupelo Council accepted the minutes of the Coliseum Commission meeting of November 18, 2019, at a regular Council meeting on January 7, 2020. However, said action was inadvertently omitted from the recorded minutes. Councilman Whittington moved, seconded by Councilman Palmer, to approve the following Order:

AN ORDER AMENDING PREVIOUSLY ADOPTED MINUTES OF JANUARY 7, 2020 BY ADDING ACTION OF CITY COUNCIL ACCEPTING NOVEMBER 18, 2019 MINUTES OF TUPELO COLISEUM COMMISSION

The vote was unanimous in favor. A copy of the order is attached to these minutes as **APPENDIX R.**

IN THE MATTER OF APPOINTMENT OF JANIS MCCOY TO THE TUPELO MUNICIPAL ELECTION COMMISSION

Upon the recommendation of Mayor Shelton, Councilman Whittington moved, seconded by Councilman Palmer, to approve the appointment of Janis McCoy to the Tupelo Municipal Election Commission. The vote was unanimous in favor. **APPENDIX S**

STUDY AGENDA

No Items for the Study Agenda.

EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION - DISCUSSION REGARDING THE POSSIBLE ACCEPTANCE OF A DONATION AND EXTENSION OF TIME TO PURCHASE

Councilman Palmer moved, seconded by Councilwoman Davis to determine the need for an Executive Session. City Attorney Ben Logan indicated that the item(s) for discussion, accepting donation of real property and extension of time to purchase for a prospective buyer of TRA-owned property, fell under 25-41-7(4) (g) of the Mississippi Code of 1972, as amended, and are, therefore, appropriate items for discussion. The vote was unanimous to determine the need and enter closed session.

Councilman Jennings moved, seconded by Councilman Beard, to enter an Executive Session. The vote was unanimous and at 6:45 P.M. the City Council entered closed session.

After a thorough discussion regarding the possible acceptance of a donation of property and the extension of time to purchase, Councilman Whittington moved, seconded by Councilman Jennings, to leave Executive Session. The vote was unanimous in favor and open session resumed at 6:55 P.M.

IN THE MATTER OF RESOLUTION ACCEPTING DONATION OF 4.7 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED NEAR MCCULLOUGH BOULEVARD FROM SOUTHERN LODGING, LLC., A MISSISSIPPI LIMITED LIABILITY COMPANY

City Attorney Ben Logan, explained to the Council that Southern Lodging, LLC, has come forward desiring to donate 4.7 acres, more or less, of real property located at 3898 McCullough Boulevard. Councilman Whittington moved, seconded by Councilwoman Davis, to accept the property. The vote was unanimous in favor of accepting the property and a resolution is attached to these minutes as **APPENDIX T.**

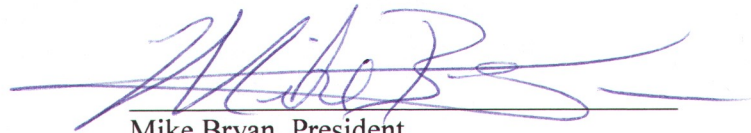
IN THE MATTER OF EXTENSION OF TIME TO PURCHASE AND CLOSING OF FAIRPARK PHASE III - LOT 8B

Councilman Palmer moved, seconded by Councilman Jennings, to approve the extension of no more than 15 days to the closing of to the Contract of Purchase between Tupelo Redevelopment Agency and Maloney Development Properties. A copy of the extension is attached to these minutes as **EXHIBIT U.**

ADJOURNMENT

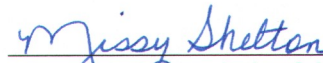
With no further business to come before the City Council at this time, councilman Jennings moved, seconded by Councilman Beard, to adjourn the meeting at 6:59 PM. The vote was unanimous in favor.

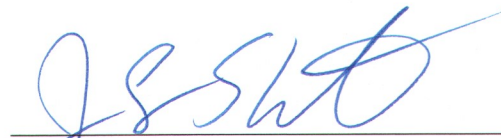
This the 15th day of December, 2020.



Mike Bryan, President
City Council

ATTEST:


Missy Shelton, Clerk of the Council


Jason Shelton, Mayor
12-16-2020
Date

RESOLUTION

A RESOLUTION CALLING AND PROVIDING FOR THE HOLDING OF A SPECIAL ELECTION WITHIN THE CITY OF TUPELO, MISSISSIPPI, TO DETERMINE IF THE CITY OF TUPELO SHALL INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

WHEREAS, the Tupelo city Council (the “Governing Body”) acting for and on behalf of the City of Tupelo, Mississippi (the “City”) does hereby find, determine, adjudicate and declare as follows:

1. It is necessary and advisable and in the public interest of the City and its inhabitants to continue additional revenues for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities and purchasing land therefor, for which there are no other available funds on hand.
2. Under the provision of Section 27-39-321(2) Mississippi Code of 1972, as amended, the City is authorized to call an election on the question of increasing the limitation prescribed in Section 27-39-321(1), so as to authorize a special additional ad valorem tax levy for the purpose of obtaining and continuing such additional revenues for street improvements; and

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1: The Governing Body does hereby determine that there exists a need for additional revenues for street improvements and does declare its intentions to continue the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2021, and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the

purpose of constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 2: A special election shall be and the same is hereby called and ordered to be held within the City of Tupelo, Mississippi, on Tuesday the 2nd of February, 2021, for the purpose of submitting to the qualified electors of the City in the following proposition:

SHALL THE CITY OF TUPELO, MISSISSIPPI, (THE "CITY") INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR EACH OF THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR.

SECTION 3: The polling places at which all qualified electors will vote in the special election will be the polling places as set forth below.

The polling places for said election shall open at 7:00 a.m. and be kept open until 7:00 p.m. of the aforesaid date, and all qualified electors of the City will be entitled to vote in said election.

SECTION 4: The City Clerk shall give no less than three weeks' notice of said special election by publication of the notice thereof in the *Northeast Mississippi Daily Journal*, a newspaper published in Tupelo, Mississippi and having a general circulation among the people of the City and qualified under Section 13-3-31, Mississippi Code of 1972, as amended. The notice shall be published once a week for at least three consecutive weeks next preceding the date of said election, said publication dates being on January 7, 2021, January 14, 2021, January 21, 2021 and January 28, 2021, and notice shall be posted at three public places in the City of Tupelo. The notice shall be substantially in the following form:

**NOTICE OF SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI**

Notice is hereby given to the qualified electors of the City of Tupelo, Mississippi (the "City"), that a Special Election will be held in said City on Tuesday, the 2nd day of February,

2021, for the purpose of submitting to the qualified electors of the City the following proposition:

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE LIMITATION PRESCRIBED IN SECTION 27-39-321, MISSISSIPPI CODE OF 1972, AS AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR.

The special election will be held in the following polling places in the City:

Ward	Precinct	Location
1	1	American Legion Post 49
1	2	Tupelo Furniture Market
2	3	Wesley United Methodist
3	4	Calvary Baptist Family Ministry Center
3	5	Lawndale Presbyterian Church
4	6	C.C. Augustus Center
4	7	Police Athletic League PAL
5	8	JT Neely Community Center
5	9	Student Services Center @ ICC
6	10	Wildwood Baptist Church
6	11	Harrisburg Baptist Church
7	12	Haven Acres Community Center
7	13	First Pentecostal Church

The polls of said election will be opened at seven o’clock in the morning (7:00 a.m.) and will be kept open until seven o’clock in the evening (7:00 p.m.) of the aforesaid date and the said election will be held and conducted as far as practicable, in accordance with the manner prescribed for holding of elections for the issuance of bonds by political subdivisions and otherwise in accordance with the laws regulating general elections in the State of Mississippi and the City of Tupelo, Mississippi.

All qualified electors of said City will be entitled to vote in the said election.

SECTION 5: The special election will be held and conducted by the Election Commission within and for the City and shall be conducted as far as practicable, in accordance with the laws regulating municipal bond election as provided in Section 27-39-321(2) of the Mississippi Code of 1972, as amended, and otherwise in accordance with the general election laws in the State of Mississippi and in the City. When the Election Commission shall have received the returns of the election and ascertained the result thereof, it shall, after having canvassed the same, forthwith make and return the results to the Governing Body of the City by filing a report setting out its action in the holding of the special election and the result thereof.

SECTION 6: The ballot to be used at said special election shall be in substantially the following form, to-wit:

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the 2nd day of FEBRUARY, 2021**

PROPOSITION 1 – STREET IMPROVEMENTS

SHALL THE CITY OF TUPELO, MISSISSIPPI (THE “CITY”) INCREASE THE AMENDED, TO AUTHORIZE CONTINUING THE SPECIAL LEVY OF TEN (10) MILLS OF AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF TUPELO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021, AND FOR THE NEXT FOUR (4) SUCCEEDING FISCAL YEARS THEREAFTER, THE TOTAL RECEIPTS FROM WHICH SPECIAL LEVY TO BE USED FOR THE PURPOSE OF STREET IMPROVEMENTS, INCLUDING CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES AND PURCHASING LAND THEREFOR?

**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS** _____

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS** _____

Place a mark in the square opposite your choice on the proposition.

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI**

Tuesday, the 2nd day of February, 2021

SECTION 7: The Chair of Election Commission, or his or her designee, shall be and is hereby designated and appointed to have the ballots prepared and printed for use in the holding of the special election. If the Chair or designee is unable to have the ballots prepared and printed, the Election Commission will appoint another Commissioner for this purpose.

SECTION 8: The City Clerk be and is hereby authorized and directed to forthwith prepare a true and correct copy of this resolution and to certify the same to the Election Commission for the City as and for their warrant and authority for the holding of the special election as herein provided and required by the laws of the State of Mississippi.

SECTION 9: If approved by a majority of the qualified electors of the city voting thereon, the limitation prescribed in section 27-39-321, shall be increased to continue and renew the levy of an additional ten (10) mills of ad valorem taxes upon all taxable property within the City of Tupelo for the fiscal year beginning October 1, 2021 and for each of the next four (4) succeeding fiscal years thereafter, the total receipts from which special levy to be used for the purpose of street improvements, including constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor.

SECTION 10: The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of the Notice of Election and to have the same presented to the Governing Body.

SECTION 11: In the event that a court of competent jurisdiction shall find that any portion of this resolution invalid or unenforceable, the remainder of the resolution shall remain in full force and effect.

The foregoing resolution was proposed in a motion by Council Member Whittington, seconded by Council Member Palmer

Councilmember Whittington voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember M. Bryan voted	<u>Aye</u>
Councilmember Jennings voted	<u>Aye</u>

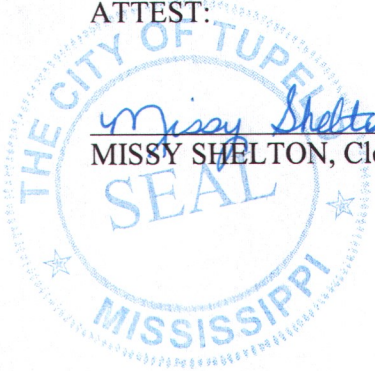
Having received a majority vote, the President of the Council declared that the resolution had passed as set forth above.

RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI on this the 15th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

BY: *Mike Bryan*
Mike Bryan, City Council President

ATTEST:



Missy Shelton
MISSY SHELTON, Clerk of Council

APPROVED:

JLS
JASON L. SHELTON, Mayor

December 15, 2020
DATE

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**

PROPOSITION 1 – STREET IMPROVEMENTS

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**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS**

**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
STREET IMPROVEMENTS**

Place a mark in the square opposite your choice on the proposition.

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**

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**FOR CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
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**AGAINST CONTINUING THE TEN (10) MILLS SPECIAL
LEVY OF AD VALOREM TAXES FOR
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Place a mark in the square opposite your choice on the proposition.

**OFFICIAL BALLOT
SPECIAL ELECTION
CITY OF TUPELO, MISSISSIPPI
Tuesday, the ____ day of February, 2021**

**ORDINANCE AMENDING CITY OF TUPELO CODE OF ORDINANCES BY ADDING
CHAPTER 7, ARTICLE XIV, CHRONIC NUISANCE PROPERTY ORDINANCE AND
AMENDING CERTAIN PROVISIONS OF THE RENTAL HOUSING CODE**

WHEREAS, chronic nuisance properties present grave health, safety and welfare concerns, where the persons responsible for such properties have failed to take corrective action to abate the nuisance condition; and

WHEREAS, chronic nuisance properties have a tremendous negative impact upon the quality of life, safety and health of neighborhoods where they are located. This article is enacted to remedy nuisance activities that are particularly disruptive to quality of life and repeatedly occur or exist at properties by providing a process for abatement; and

WHEREAS, chronic nuisance properties are a financial burden to the city by the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such property; and

WHEREAS, this Ordinance may be used in conjunction with the development code, building code series, rental housing code, comprehensive ordinance enforcement code, Miss. Code Anno. § 21-19-11 and any other state law or local ordinance.

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

SECTION 1. The prefatory clauses are hereby incorporated herein as findings of the City Council of the City of Tupelo.

SECTION 2. The City of Tupelo Code of Ordinances is amended to add Chapter 7, Article XIV Chronic Nuisance Property Ordinance as follows:

Sec.7-302. - Title.

This article may be cited as the "City of Tupelo Chronic Nuisance Property Ordinance."

Sec. 7-303. - Purpose.

- (a) Chronic nuisance properties present grave health, safety and welfare concerns, where the persons responsible for such properties have failed to take corrective action to abate the nuisance condition. Chronic nuisance properties have a tremendous negative impact upon the quality of life, safety and health of neighborhoods where they are located. This article is enacted to remedy nuisance activities that are particularly disruptive to quality of life and repeatedly occur or exist at properties by providing a process for abatement. This remedy is not an exclusive remedy available under any state or local laws and may be used in conjunction with such other laws.

- (b) Also, chronic nuisance properties are a financial burden to the city by the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such property. This article is a means to improve those conditions and hold accountable those persons responsible for such property.

Sec. 7-304 - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abate means to repair, replace, remove, destroy, or otherwise remedy a condition, which constitutes a violation of this article by such means and in such a manner and to such an extent as the applicable city department director or designee determines is necessary in the interest of the general health, safety and welfare of the community;

Chronic nuisance property means property on which a combination of three or more nuisance activities occurs or exist during any six month day period.

Control means the ability to regulate, restrain, dominate, counteract or govern property, or conduct that occurs on a property.

Drug-related activity means any unlawful activity at a property which consists of the manufacture, delivery, sale, storage, possession, or giving away of any controlled substance as defined by state law.

Nuisance activity means and includes:

Any criminal conduct as defined by state law or local ordinance occurring on, around or near a property, including, but not limited to, the following activities or behaviors:

- a. Stalking (Miss. Code Anno. § 93-7-107);
- b. Harassment (Miss. Code Anno. § 93-7-107);
- c. Failure to disperse (Miss. Code Anno. § 33-7-309; City of Tupelo Code of Ordinances Sec. 24-1);
- d. Disorderly conduct (Miss. Code Anno. § 97-35-7; 97-35-9; 97-35-15);
- e. Assault (Miss. Code Anno. § 97-3-7; 97-3-71; 97-7-14);
- f. Any domestic violence crimes (Miss. Code Anno. § 97-5-39);
- g. Reckless endangerment (City of Tupelo Code of Ordinances Sec. 17-41);
- h. Prostitution (Miss. Code Anno. § 97-29-49);
- i. Patronizing a prostitute Miss. Code Anno. § 97-29-51);
- j. Public disturbance noises (Miss. Code Anno. § 97-35-9; City of Tupelo Code of Ordinances Sec. 19-38; 19-30);
- k. Lewd conduct (§ 97-29-31; 97-29-61; 97-29-63);

- l. Any firearms/dangerous weapons violations (Miss. Code Anno. § 97-37-13; 97-37-14; 97-37-19; 97-37-29; 97-37-30; 97-37-5; 97-37-23; 97-37-35; 97-37-1; City of Tupelo Code of Ordinances Sec. 19-3);
- m. Drug related loitering;
- n. Any dangerous animal violations (Miss. Code Anno. § 49-8-7; City of Tupelo Code of Ordinances Sec. 6-97);
- o. Any drug related activity (Miss. Code Anno. § 41-29-313; 41-29-139; 41-29-141; 41-29-143; 41-29-145);
- p. Any gang related activity (Miss. Code Anno. § 97-44-19).

The term "nuisance activity" shall not include conduct where the person responsible is the victim of a crime and had no control over the criminal act.

Person means natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer or employee of any of them.

Person responsible for the property or *person responsible* means, unless otherwise defined, any person who has titled ownership of the property or structure which is subject to this article, an occupant in control of the property or structure which is subject to this article, a developer, builder, or business operator or owner who is developing, building or operating a business on the property or in a structure which is subject to this article and/or any person who has control over the property and allows a violation of this article to continue.

Premises and *property* may be used by this article interchangeably and means a public or private building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as a residential or commercial property.

Rental unit means any structure or that part of a structure, including, but not limited to, single-family home, room or apartment, which is rented to another and used as a home residence, or sleeping place by one or more persons.

Sec. 7-305 - Violation.

- (a) Any property within the city which is chronic nuisance property is in violation of this article and subject to its remedies.
- (b) Any person responsible for property who permits property to be a chronic nuisance property shall be in violation of this article and subject to its remedies.

Sec. 7-306 - Procedure.

- (a) The police chief or his designee shall report any criminal activity defined in Sec. 7-304 above on a monthly basis to the director of development services or his designee. The director of development services or his designee shall review and confirm when the occurrence of three or more nuisance activities within a six (6) month period to determine

whether it describes the nuisance activities enumerated in section Sec. 7-304. Upon such finding the director of development services or his designee shall notify the person responsible for such property, in writing, that the property is in danger of being declared a chronic nuisance property.

- (b) The warning shall contain:
- (1) The street address or legal description sufficient for identification of the property;
 - (2) A concise description of the nuisance activities that exist, or that have occurred on the property;
 - (3) A demand that the person responsible for such property respond to the director of development services or his designee within 15 days of service of the notice to discuss the nuisance activities and create a plan to abate the chronic nuisance;
 - (4) Offer the person responsible an opportunity to abate the nuisance activities giving rise to the violations; and
 - (5) A statement describing that if legal action is commenced, the property and person responsible could result in closure of the property, suspension of the responsible person's certificate of occupancy for the property, civil penalties and/or costs assessed up to \$100.00 per day against the responsible person, criminal prosecution of the responsible person for misdemeanor violation of municipal ordinance or city abatement of the chronic nuisance and assessment of the cost of abatement against the property and person responsible if the property is declared a chronic nuisance property.
- (c) The director of development services or designee shall serve or cause to be served written notice upon the person responsible by the following means of delivery:
- (1) Delivered in person by a police officer to the owner, occupant, manager or agent of the premises where the violation has occurred, or to the person responsible for the violation;
 - (2) By first class United States mail, postage prepaid, addressed to the owner, occupant, agent, manager or responsible person at the last known address. Service by mail is deemed complete upon deposit in the U.S. mail.
 - (3) By publication in newspaper of general circulation in the city if the property owner or his address are unknown.
- (d) If the person responsible fails to respond to the warning within the time prescribed, the director of development services or designee shall post such notice at the property and serve the person responsible with notice of the violation of the intent of the municipality to proceed with a commencement of action in city court and that adjudication of responsibility or guilt could result in the closure of the property, suspension of certificate of occupancy, civil penalties and/or costs assessed up to \$100.00 per day, criminal prosecution for misdemeanor violation of municipal ordinance or city abatement and assessment of the cost of abatement if declared a chronic nuisance property. The matter shall be referred to the city attorney for further enforcement action.
- (e) If the person responsible responds as required by the notice and agrees to abate the nuisance activity, the director of development services or designee, and the person responsible, may work out an agreed upon course of action which would abate the nuisance activity. If an

agreed course of action does not result in the abatement of the nuisance activities or if no agreement concerning abatement is reached, the matter shall be forwarded to the city attorney for further enforcement action.

- (f) It is a defense to an action for chronic nuisance property that the person responsible, at all material times, could not, in the exercise of reasonable care or diligence, determine that the property had become a chronic nuisance property.

Sec. 7-307- Commencement of action; ejectment.

- (a) Once the matter is referred to the city attorney, the city attorney shall immediately review and make a determination to initiate civil and/or criminal legal action authorized under this article or state statute, or may seek alternative forms of abatement of the nuisance activity. The city attorney may initiate legal action on the chronic nuisance property and seek civil penalties and costs and/or misdemeanor criminal charges for violation of this ordinance. The city attorney may also initiate legal action on the chronic nuisance property and seek abatement under this ordinance in city court or injunctive relief in chancery court pursuant to Miss. Code Anno. §95-3-1 *et seq.* (1972 as amended).
- (b) In determining whether a property shall be deemed a chronic nuisance property and subject to the court's jurisdiction, the city shall have the initial burden of proof to show by a preponderance of the evidence that the property is a chronic nuisance property. The city may submit official police reports and other affidavits outlining the information that led to arrest, and other chronic nuisance activity occurring or existing at the property. The failure to prosecute an individual, or the fact no one has been convicted of a crime is not a defense to a chronic nuisance action.
- (c) Once a court determines the property to be a chronic nuisance under this section, the court may impose a civil penalty against any or all of the persons responsible for the property, and may order any other relief deemed appropriate. A civil penalty may be assessed for up to \$100.00 per day for each day the nuisance activity continues to occur. In assessing the civil penalty, the court may consider the following factors, citing to those found applicable:
 - (1) The actions taken by the person responsible to mitigate or correct the nuisance activity;
 - (2) The repeated or continuous nature of the nuisance activity;
 - (3) The statements of the neighbors or those affected by the nuisance activity; and
 - (4) Any other factor deemed relevant by the court.
- (d) The court which determined the property to be a chronic nuisance property may also assess costs against the person responsible in the amount it costs the city to abate, or attempt to abate, the nuisance property.

- (f) Once a determination has been made by the court that the chronic nuisance property shall be subject to closure the court may authorize the city to physically secure the premises and initiate such closure. Costs for such closure shall be submitted to the court for review. Any civil penalty and/or costs awarded to the city may be filed with the city clerk who shall cause the same to be filed as a lien on the property with the city. The city shall file a formal legal action notice when an action for abatement is filed in the city or justice court.
- (h) The city court shall have jurisdiction of all civil infractions issued pursuant to this article.
- .
- (i) Violation of this article may also be deemed by the court as a misdemeanor for violation of city ordinance.

Sec. 7-308 - Summary closure.

Nothing in this article prohibits the city from taking any emergency action for the summary closure of such property when it is necessary to avoid an immediate threat to public welfare and safety. The city may take summary action to close the property without complying with the notification provisions of MS Rules of Civil Procedure, but shall provide such notice as is reasonable under the circumstances.

Secs. 7-309 to 7-325 - Reserved.

Footnotes:

State Law references— Miss. Code Anno. §§ 17-2-1; 17-1-19, 17-1-17; 21-19-1; 21-19-111; 21-19-19; 21-19-20; 95-3-1 et seq.

SECTION 3. Subsection 7-206 of the Rental Housing Code is to read as follows:

Section 7-206. Definitions

Chronic nuisance property means property on which a combination of three or more nuisance activities occurs or exist during any 6-month period.

Person responsible for the property or person responsible means, unless otherwise defined, any person who has titled ownership of the property or structure which is subject to this article, an occupant in control of the property or structure which is subject to this article, a developer, builder, or business operator or owner who is developing, building or operating a business on the property or in a structure which is subject to this article and/or any person who has control over the property and allows a violation of this article to continue.

SECTION 4. Subsection 7-223 is added to the Rental Housing Code and is to hereby read as follows:

Section 7-223. Owning, Occupying, or Controlling a Chronic Nuisance Property.

All persons owning or controlling rental property in the City of Tupelo must maintain that property free from any nuisance activities. Any owner of rental property that knowingly disregards warnings to abate nuisance activities at their rental property is in violation of the Chronic Nuisance Property ordinance and the Rental Housing Code.

All rental property in the City of Tupelo is subject to the Chronic Nuisance Ordinance contained in this Code of Ordinances Sec. 7-302 through 7-308. Any rental property deemed a chronic nuisance property under the terms of Sec. Sec. 7-302 through 7-308 of the Chronic Nuisance Property ordinance is subject to license revocation under Sec. 7-205 of the Rental Housing Code and to any civil and criminal penalties outlined in the Chronic Nuisance Property Ordinance or Comprehensive Ordinance Enforcement Code, Ch. 28.

SECTION 5. Severability. If any term or provision of this Ordinance is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms and provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. The Clerk of the Council is hereby directed to cause a summary of this ordinance in a form allowed by law to be published one time in the Northeast Mississippi Daily Journal.


SECTION 7. The effective date of this ordinance shall be thirty (30) days after passage and publication required by law.

After a full discussion of this matter, Council Member Jennings moved that the foregoing Resolution to adopted and said motion was seconded by Council Member Beard and the vote thereupon was as follows:


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

The motion having received the foregoing vote of the City Council, the president declared the motion carried and the Resolution adopted on this, the 15th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: 
MIKE BRYAN, Council President

ATTEST


MISSY SHELTON, Council Clerk

APPROVED:


JASON SHELTON, MAYOR

December 1, 2020
DATE

**CHECK INFORMATION FOR COUNCIL MEETING
December 15, 2020**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	398620-398904 50000882-50000902

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

City of Tupelo
Fy 2021 Budget Revision #2

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

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,897,082		7,897,082
Licenses & Permits	1,030,000		1,030,000
Intergovernmental Revenues	26,614,285	541,560	27,155,845
Charges for Services	747,000		747,000
Fines & Forfeits	728,000		728,000
Interest Income & Misc. Revenues	723,860		723,860
Other Financing Resources	226,471		226,471
Unreserved Fund Balance	-	4,341,535	4,341,535
Total General Fund Revenues	<u>37,966,698</u>	<u>4,883,095</u>	<u>42,849,793</u>

Purpose: To increase the intergovernmental revenue based on updated projections
To budget for the excess revenues over collections to be transferred to the Capital and Infrastructure Fund.

Expenditures:**City Council**

Personnel	294,770	4,051	298,821
Supplies	5,000		5,000
Other Services & Charges	331,650		331,650
Capital	-	-	-
Total City Council	<u>631,420</u>	<u>4,051</u>	<u>635,471</u>

Purpose: Proposed Cola and insurance increase.

Executive Dept.

Personnel	731,445	13,516	744,961
Supplies	22,000		22,000
Other Services & Charges	277,475		277,475
Capital	-	-	-
Total Executive Dept.	<u>1,030,920</u>	<u>13,516</u>	<u>1,044,436</u>

Purpose: Proposed Cola and insurance increase.

City Court

Personnel	838,324	19,581	857,905
Supplies	23,100		23,100
Other Services & Charges	107,601		107,601
Capital	7,000	-	7,000
Total City Court	<u>976,025</u>	<u>19,581</u>	<u>995,606</u>

Purpose: Proposed Cola and insurance increase.

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	932,466	(53,527)	878,939
Supplies	68,600		68,600
Other Services & Charges	429,858	40,691	470,549
Capital	41,500	-	41,500
Total Budget & Accounting	<u>1,472,424</u>	<u>(12,836)</u>	<u>1,459,588</u>

Purpose: Proposed Cola and insurance increase and to transfer the grant position to other services and charges.

<u>CVB</u>			
Personnel	142,507	3,066	145,573
Total CVB Expenditures	<u>142,507</u>	<u>3,066</u>	<u>145,573</u>

Purpose: Proposed Cola and insurance increase.

<u>Personnel Dept.</u>			
Personnel	153,451	3,484	156,935
Supplies	4,100		4,100
Other Services & Charges	27,946	60,500	88,446
Capital	-	-	-
Total Personnel Dept.	<u>185,497</u>	<u>63,984</u>	<u>249,481</u>

Purpose: Proposed COLA and insurance increase and to add the cost of a payroll processing service.

<u>Development Services</u>			
Personnel	1,255,521	27,890	1,283,411
Supplies	24,000		24,000
Other Services & Charges	66,921		66,921
Capital	-	-	-
Total Development Services	<u>1,346,442</u>	<u>27,890</u>	<u>1,374,332</u>

Purpose: Proposed Cola and insurance increase.

<u>Police Dept</u>			
Personnel	8,740,619	199,497	8,940,116
Supplies	563,000		563,000
Other Services & Charges	1,526,293		1,526,293
Capital	179,500	-	179,500
Total Police Dept.	<u>11,009,412</u>	<u>199,497</u>	<u>11,208,909</u>

Purpose: Proposed Cola and insurance increase.

<u>Fire Dept</u>			
Personnel	5,821,595	133,760	5,955,355
Supplies	282,150		282,150
Other Services & Charges	301,689		301,689
Capital	-	-	-
Total Fire Dept.	<u>6,405,434</u>	<u>133,760</u>	<u>6,539,194</u>

Purpose: Proposed Cola and insurance increase.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,982,418	67,846	3,050,264
Supplies	363,100		363,100
Other Services & Charges	2,176,058		2,176,058
Capital	17,000	-	17,000
Total Public Works	<u>5,538,576</u>	<u>67,846</u>	<u>5,606,422</u>
Purpose:	Proposed Cola and insurance increase.		
<u>Parks & Recreation</u>			
Personnel	1,837,506	39,880	1,877,386
Supplies	377,585		377,585
Other Services & Charges	921,062		921,062
Capital	10,000	-	10,000
Total Parks & Rec	<u>3,146,153</u>	<u>39,880</u>	<u>3,186,033</u>
Purpose:	Proposed Cola and insurance increase.		
<u>Aquatics Facility</u>			
Personnel	429,287	5,752	435,039
Supplies	103,500		103,500
Other Services & Charges	363,075		363,075
Capital	5,000	-	5,000
Total Aquatics Facility	<u>900,862</u>	<u>5,752</u>	<u>906,614</u>
Purpose:	Proposed Cola and insurance increase.		
<u>Museum</u>			
Personnel	123,282	2,898	126,180
Supplies	9,000		9,000
Other Services & Charges	30,850		30,850
Capital	-	-	-
Total Museum	<u>163,132</u>	<u>2,898</u>	<u>166,030</u>
Purpose:	Proposed Cola and insurance increase.		
Community Services	<u>1,040,904</u>	<u>10,000</u>	<u>1,050,904</u>
Purpose:	To increase community outreach for advertising for various Covid-19 campaigns.		
Debt Service	<u>664,621</u>	<u>-</u>	<u>664,621</u>
Purpose:			
Other Financing Uses	<u>3,244,483</u>	<u>4,341,535</u>	<u>7,586,018</u>
Reserves	<u>67,886</u>	<u>(37,325)</u>	<u>30,561</u>
Total General Fund Expenditures	<u>37,966,698</u>	<u>4,883,095</u>	<u>42,849,793</u>

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	985,889	224,132	1,210,021
Transfer from Other Funds	3,317,454	1,150,000	4,467,454
Donations	-		-
Bond Proceeds	-		-
Unreserved Fund Balance	<u>12,906,766</u>	<u>348,221</u>	<u>13,254,987</u>
Total Revenues	<u>17,210,109</u>	<u>1,722,353</u>	<u>18,932,462</u>

Purpose: To update the capital plan for carryover needed for FY 2021 projects.

Expenditures

Other Services & Charges

Maintenance Projects	288,504		288,504
Street Overlay	3,033,850		3,033,850
Neighborhood Revitalization	750,513		750,513
Beautification/Community Projects	25,825		25,825
Contingies/Grant Matches	<u>100,000</u>	<u>-</u>	<u>100,000</u>
Total Other Services & Charges	<u>4,198,692</u>	<u>-</u>	<u>4,198,692</u>

Capital

Infrastructure Improvements	6,788,510	572,353	7,360,863
Equipment	590,782	50,000	640,782
Building Improvements	3,498,070	1,100,000	4,598,070
Park Improvements	693,755		693,755
Vehicles	220,489		220,489
Police Vehicles/Equipment	300,905		300,905
Fire Equipment/Trucks	918,906		918,906
Contingencies(Grant Matches)	<u>-</u>	<u>-</u>	<u>-</u>
Total Capital	<u>13,011,417</u>	<u>1,722,353</u>	<u>14,733,770</u>

Other Financing Uses

	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>17,210,109</u>	<u>1,722,353</u>	<u>18,932,462</u>

Purpose: To increase the budget for the Station #2 project, Bel Air and the additional equipment for the payroll project.

	Original Budget	Amendment	Amended Budget
Fund 102			
Tourism Fund			
Revenues			
Intergovernmental Revenues	3,461,927		3,461,927
Interest & Miscellaneous Income	25,000	15,785	40,785
Unreserved Fund Balance	768,441	-	768,441
	<u>4,255,368</u>	<u>15,785</u>	<u>4,271,153</u>
Total Revenues			
Expenditures			
Personnel Services	715,556	15,785	731,341
Supplies	19,500		19,500
Other Services & Charges	1,984,411		1,984,411
Capital Outlay	10,000		10,000
Other Financing Uses	1,525,901	-	1,525,901
	<u>4,255,368</u>	<u>15,785</u>	<u>4,271,153</u>
Total Expenditures			

Purpose To budget for the proposed COLA and the increase for the employee health insurance.

Fund 334
Major Thoroughfare Fund Phase VI

Revenues			
Ad Valorem Taxes	5,182,793		5,182,793
Homestead	169,387		169,387
Grants	-	750,000	750,000
Interest & Miscellaneous Income	25,000	2,338	27,338
Unreserved Fund Balance	5,800,000	-	5,800,000
	<u>11,177,180</u>	<u>752,338</u>	<u>11,929,518</u>
Total Revenues			
Expenditures			
Personnel Services	106,100	2,338	108,438
Other Services & Charges	2,277,195		2,277,195
Capital Outlay	8,793,885	750,000	9,543,885
Other Financing Uses	-	-	-
	<u>11,177,180</u>	<u>752,338</u>	<u>11,929,518</u>
Total Expenditures			

Purpose To budget for the proposed COLA and the increase for the employee health insurance.
To budget for the DIP grant not carried over from the prior year.

	Original Budget	Amendment	Amended Budget
Fund 404			
Sanitation Fund			
Revenues			
Charges for Services	3,499,686		3,499,686
Franchise Fee	325,000		325,000
Interest & Miscellaneous Income	10,000		10,000
Unreserved Fund Balance	-	168,594	168,594
Total Revenues	<u>3,834,686</u>	<u>168,594</u>	<u>4,003,280</u>
Expenditures			
Personnel Services	424,457	9,594	434,051
Other Services & Charges	3,410,229		3,410,229
Capital Outlay	-	159,000	159,000
Other Financing Uses	-	-	-
Total Expenditures	<u>3,834,686</u>	<u>168,594</u>	<u>4,003,280</u>

Purpose To budget for the proposed COLA and the increase for the employee health insurance.
To also budget for the knuckle boom truck ordered in FY 2020 but not arrive until FY 2021.

Voting

Councilman Markel Whittington	<u>Aye</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilman Mike Bryan	<u>Aye</u>
Councilman Willie Jennings	<u>Aye</u>

Approved:

Mike Bryan
 President of the Council
 City of Tupelo

Attest:

Missy Shetton
 Clerk of the Council

J. S. Shutt
 Mayor
 City of Tupelo

Attest:

Kim Hanna
 City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: December 15, 2020
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

The proposed items for approval are for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

ITEMS:

Lamar Advertising	\$1,200	Spring sports registration ad
Big Time Media Group	\$1,000	Spring sports registration ad



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Writer
DATE: December 09, 2020
SUBJECT: IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT
FOR THE EOD UNIT (K-9) AC

Request:

Please find the attached grant contract for a Homeland Security Grant in the amount of \$20,000.00.

The Tupelo Police Department will use this funding allocated under this grant for the purchase of a new K-9, as well as a vehicle upfit to accommodate this K-9.

There is no match.



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

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)**
(K-9, Outfitting the K-9)

Project Title(s): FY'20 Homeland Security Grant Program

Grant Period: 10/01/20 – 09/30/21 Date of Award: 09/01/2020

Total Amount of Award: **\$20,000.00** Grant No.: **20LE366B**

In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS-00033**. 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).

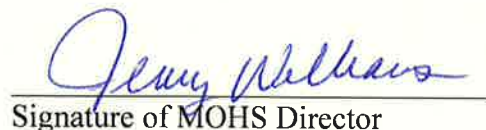
Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2020. The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (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 will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or 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 FOR THE SUBRECIPIENT


Signature of Official Authorized to Sign


Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant 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.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant 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.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



 Grant Recipient Representative

09 Dec. 2020

 Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

* * * * *

1. All sub-grantees must comply with the rules and regulations of 2 CFR 200.
2. All sub-grantees 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.
3. All SHSP sub-grantees 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.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment (as defined in Section IV, D.) must be completed and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year.
7. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.



 Signature of the Chief Executive Officer

09 Dec. 2020

 Date

**STATE OF MISSISSIPPI
AND
GOVERNOR TATE REEVES**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

**CITY OF TUPELO POLICE DEPARTMENT (BOMB
SQUAD)**

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Tate Reeves, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Tupelo Police Department (Bomb Squad) hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local Sub recipient General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, 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. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE)

weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State Recipient

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. 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 application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. 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.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards 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. 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.

Article IX. Administrative Provisions

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.

C. Other Provisions

1. Nothing in this agreement is 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.
2. 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.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction**

does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

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.


B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- 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.

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

**SUBRECIPIENT: CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)
ATTESTS:**

By:  Date: 09 Dec. 2020
Authorized Official

DUNS Number: 08-326-7666

APPROVED: State of Mississippi

By:  Date: _____
Executive Director
Mississippi Office of Homeland Security

**LAW ENFORCEMENT TERRORISM PREVENTION
GRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2020

TOTAL AWARD: **\$20,000.00**

Allowable Equipment Costs

Allowable equipment categories for FY20 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY20 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2020 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY20 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY20 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY20 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only* Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

**Designation of Subgrantee Grant Administrator (SGA)
HOMELAND SECURITY PROGRAM**

The following person is officially appointed to represent your jurisdiction as the *Subrecipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subrecipient*.

Name: Abby Christian Title: Grant Writer
(Subgrantee Grant Administrator)

Organization Name: City of Tupelo

Mailing Address: P.O. Box 1485

City: Tupelo, MS Zip Code 38802-1485

Telephone Number: (662) 841-6565 Fax Number: (662) 840-2074

Cellular Number: (662) 687-4269 Pager Number: () _____

Email Address: abby.christian@tupeloms.gov

Appointed by: Jason L. Shelton Date: Dec. 07, 2020
(Print Subgrantee Official's Name)

Signed:  Title: Mayor, City of Tupelo
(Signature)



City of Tupelo

Jason L. Shelton
Mayor

HOMELAND SECURITY GRANT 20LE366B

Scope of Work

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Narrative Statement

The Tupelo Police Department's EOD unit plans to use FY2020 Homeland Security Grant Program funds to support the following project and objectives from the State of Mississippi's Homeland Security Strategy.

Project

Enhance capability to respond to acts of domestic and international terrorism.

Goal

Provide prevention, deterrence and emergency response to a potential terrorism event within the state.

Objectives

The Tupelo Police Department will develop and improve their capability to combat the affects of a terrorism event. This explosive device mitigation and remediation purchase will ultimately enhance the department's ability to prevent, respond to, and mitigate incidents of terrorism, security and CBRNE weapons/cyber-attacks.

The department's previous EOD K-9 retired in 2019; this funding will enable the department to purchase a new K-9 that will be as asset to the EOD unit. In addition, this funding will allow the department to upfit a vehicle to accommodate the K-9.

Budget

Specifically, the Tupelo Police Department will use this funding allocated under this grant for the purchase of a K-9 and to upfit a vehicle to accommodate the K-9.

The total project cost is estimated to be \$20,000.00.

**Fiscal Year 2020 State Domestic Preparedness
Equipment Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: Tupelo EOD Unit

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment	K-9 Vehicle Upfit	1 1	\$10,000 \$10,000	EOD	\$20,000
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					

CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$20,000		\$20,000

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security



**Mississippi Department of Public Safety
Office of Homeland Security**



IMPLEMENTATION SCHEDULE

Implementation Tasks	Person Responsible	Implementation Proposed Time Frame (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)			
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr
Approval of grant by Council	Abby Christian	X							
Issue purchase order to vendor(s)	Robert Vail	X							
Receive equipment	Robert Vail		X						
Submit for reimbursement	Abby Christian		X						
Close grant	Abby Christian		X						62

The implementation schedule is intended to give our office a proposed list of planned activities, implementation dates, and person responsible for documenting implementation. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an 'X' to denote which quarter you plan to implement the activity.



Mississippi Department of Public Safety
⁶³
Office of Homeland Security



GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. **20LE366B**

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Abby Christian Title: Grant Writer
(Please Print or Type)

Agency: City of Tupelo, Mississippi Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6565

Pager Number: _____

Fax Number: _____ E-Mail Address: Abby.Christian@tupeloms.gov

Signature:  Bonded: Yes No

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

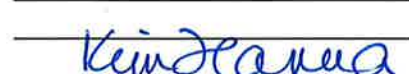
Name: Kim W. Hanna Title: Chief Financial Officer/City Clerk
(Please Print or Type)

Agency: City of Tupelo, Mississippi Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6502

Fax Number: _____ E-Mail Address: Kim.Hanna@tupeloms.gov

Pager Number: _____

Signature:  Bonded: Yes No



Mississippi Department of Public Safety
Office of Homeland Security



GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. 20LE366B

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN * (Administrator)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

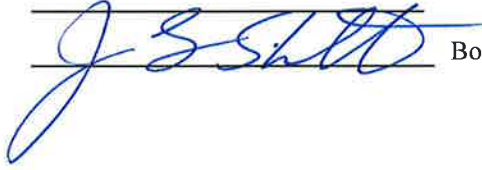
Name: Jason L. Shelton Title: Mayor
 (Please Print or Type)

Agency: City of Tupelo, Mississippi Mailing Address:
 City/State, Zip: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6413

Fax Number: _____ E-Mail Address: Jason.Shelton@tupeloms.gov

Pager Number: _____

Signature:  Bonded: Yes No

*** NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SAA APPROVAL.

2020 NCSR Completion Certification

2020 NCSR Progress

Organization	Questionnaire ID	Year	Progress	(NCSR) Demo 3: Cybersecurity Governance	Progress Status	Org User	Postal Code	State of O
Mississippi - City of Tupelo	684517	2020	142 of 142 Completed	Your organization only		Christian, Abby King, David	38802	Mississippi



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Writer
DATE: December 09, 2020
SUBJECT: IN THE MATTER OF APPROVAL OF HOMELAND SECURITY GRANT
FOR THE EOD UNIT AC

Request:

Please find the attached grant contract for a Homeland Security Grant in the amount of \$63,361.00.

The Tupelo Police Department will use this funding allocated under this grant for the purchase of air purifying respirators, Smart-Ray X-ray, filters, Tyveks suits, booties, gloves, chemical gloves, chem tape, and a hazmat field sampling kit.

There is no match.



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

SUBRECIPIENT GRANT AWARD

Subrecipient: **CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)**
(Air Purifying Respirators, Smart -Ray X-Ray, Filters, Tyveks suits, Booties, Gloves, Chemical Gloves, Chem Tape, Hazmat Field Sampling Kit,)

Project Title(s): FY'20 Homeland Security Grant Program

Grant Period: 10/01/20 – 09/30/21 Date of Award: 09/01/2020

Total Amount of Award: **\$63,361.00** Grant No.: **N20LE366B**

In accordance with the provisions of Federal Fiscal Year 2019 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Subrecipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2020-SS-00033**. 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).

Payment of Funds: The original signed copy of this Award must be signed by the Official Authorized to Sign in the space below and returned to the MOHS **no later than December 15, 2020. The grant shall be effective upon return of this form and final approval the MOHS of the grant budget and program narrative.** Grant funds will be disbursed to subgrantees (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 will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Act requires that subrecipients provide assurance that subrecipient funds will not be used to supplant or replace local or 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 FOR THE SUBRECIPIENT



Signature of Official Authorized to Sign



Signature of MOHS Director

SUBRECIPIENT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE MOHS OF THE SUBRECIPIENT'S GRANT PROGRAM BUDGET AND NARRATIVE.

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements, if applicable.
5. The Applicant 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.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant 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.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



 Grant Recipient Representative

09 Dec. 2020

 Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

* * * * *

1. All sub-grantees must comply with the rules and regulations of 2 CFR 200.
2. All sub-grantees 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.
3. All SHSP sub-grantees 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.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment (as defined in Section IV, D.) must be completed and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year.
7. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.



 Signature of the Chief Executive Officer

09 Dec. 2020

 Date

**STATE OF MISSISSIPPI
AND
GOVERNOR TATE REEVES**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

Between

**CITY OF TUPELO POLICE DEPARTMENT (BOMB
SQUAD)**

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Tate Reeves, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and the City of Tupelo Police Department (Bomb Squad) hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub-recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, 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. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE)

weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. State Recipient

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

D. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

The SAA will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business

Development Agency of the Department of Commerce and MS Development Authority Office of Minority Business.

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. 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 application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. 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.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as

personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.
- C. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants / Grant Forms)

Article VIII. Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards 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. 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.

Article IX. Administrative Provisions

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.

C. Other Provisions

1. Nothing in this agreement is 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.
2. 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.
3. If the sub-recipient (organization/jurisdiction) expends \$750,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with 2 CFR 200.
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction**

does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Monitoring

A. Management Decision

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.


B. Audit Review Follow-Up

- Contacts sub-recipient(s) for additional information as needed.
- 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.

Article XI. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

**SUBRECIPIENT: CITY OF TUPELO POLICE DEPARTMENT (BOMB SQUAD)
ATTESTS:**

By:  Date: 09 Dec. 2020
Authorized Official

DUNS Number: 08-326-7666

APPROVED: State of Mississippi

By:  Date: _____
Executive Director
Mississippi Office of Homeland Security

**LAW ENFORCEMENT TERRORISM PREVENTION
GRANT PROGRAM**

LOCAL HOMELAND SECURITY PROGRAM FISCAL YEAR 2020

TOTAL AWARD: \$63,361.00

Allowable Equipment Costs

Allowable equipment categories for FY20 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY20 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The 2020 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY20 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives
- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY20 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY20 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent,

respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the

Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only* Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than *5% of the total amount* allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to *5% of their sub-award* for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

**Designation of Subgrantee Grant Administrator (SGA)
HOMELAND SECURITY PROGRAM**

The following person is officially appointed to represent your jurisdiction as the *Subrecipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subrecipient*.

Name: Abby Christian Title: Grant Writer
(Subgrantee Grant Administrator)

Organization Name: City of Tupelo

Mailing Address: P.O. Box 1485

City: Tupelo, MS Zip Code 38802-1485

Telephone Number: (662) 841-6565 Fax Number: (662) 840-2074

Cellular Number: (662) 687-4269 Pager Number: () _____

Email Address: abby.christian@tupeloms.gov

Appointed by: Jason L. Shelton Date: Dec. 07, 2020
(Print Subgrantee Official's Name)

Signed:  Title: Mayor, City of Tupelo
(Signature)



City of Tupelo

Jason L. Shelton
Mayor

HOMELAND SECURITY GRANT N20LE366B

Scope of Work

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Narrative Statement

The Tupelo Police Department's EOD Unit plans to use FY2020 Homeland Security Grant Program funds to support the following project and objectives from the State of Mississippi's Homeland Security Strategy.

Project

Enhance capability to respond to acts of domestic and international terrorism.

Goal

Provide prevention, deterrence and emergency response to a potential terrorism event within the state.

Objectives

The Tupelo Police Department will develop and improve their capability to combat the affects of a terrorism event. This PPE will ultimately enhance the department's ability to prevent, respond to, and mitigate incidents of terrorism, security and CBRNE weapons/cyber-attacks.

The Smart-Ray X-ray will provide a faster, safer and more accurate examination of suspicious objects. Overall, this device will provide more efficient investigation.

Budget

Specifically, the Tupelo Police Department will use this funding allocated under this grant for the purchase of air purifying respirators, Smart-Ray X-ray (\$50,000.00), filters, Tyveks suits, booties, gloves, chemical gloves, chem tape, and a hazmat field sampling kit.

The total project cost is estimated to be \$63,000.00.

**Fiscal Year 2020 State Domestic Preparedness
Equipment Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: Tupelo EOD Unit

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment	Air Purifier Respirators	5	\$13,000	EOD	\$13,000
	Filters	5			
	Tyveks suits	5			
	Booties	5			
	Gloves	5			
	Chemical gloves	5			
	Chem tape	5			
	Hazmat field sampling kit	5			
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment	Smart-Ray X-ray	1	\$50,000	EOD	\$50,000
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical					

Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					
CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$63,000		\$63,000

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security



**Mississippi Department of Public Safety
Office of Homeland Security**



IMPLEMENTATION SCHEDULE

Implementation Tasks	Person Responsible	Implementation Proposed Time Frame (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
Approval of grant by Council	Abby Christian	X								
Issue purchase order to vendor(s)	Robert Vail	X								
Receive equipment	Robert Vail		X							
Submit for reimbursement	Abby Christian		X							
Close grant	Abby Christian		X							95

The implementation schedule is intended to give our office a proposed list of planned activities, implementation dates, and person responsible for documenting implementation. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an 'X' to denote which quarter you plan to implement the activity.



Mississippi Department of Public Safety
Office of Homeland Security



GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. N20LE366B

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Abby Christian Title: Grant Writer
(Please Print or Type)

Agency: City of Tupelo, Mississippi Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6565

Pager Number: _____

Fax Number: _____ E-Mail Address: Abby.Christian@tupeloms.gov

Signature:  Bonded: Yes No

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.


Name: Kim W. Hanna Title: Chief Financial Officer/City Clerk
(Please Print or Type)

Agency: City of Tupelo, Mississippi Mailing Address: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6502

Fax Number: _____ E-Mail Address: Kim.Hanna@tupeloms.gov

Pager Number: _____

Signature:  Bonded: Yes No



Mississippi Department of Public Safety
Office of Homeland Security



GRANT TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO. N20LE366B

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN * (Administrator)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the subgrantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Jason L. Shelton Title: Mayor
(Please Print or Type)

Agency: City of Tupelo, Mississippi Mailing Address:
City/State, Zip: P.O. Box 1485, Tupelo, MS 38802-1485

Phone Number: (662) 841-6513

Fax Number: _____ E-Mail Address: Jason.Shelton@tupeloms.gov

Pager Number: _____
Signature: *Jason L. Shelton*

Bonded: Yes No

*** NOTE:** THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SAA APPROVAL.

2020 NCSR Completion Certification

2020 NCSR Progress

Organization	Questionnaire ID	Year	Progress	(NCSR) Demo 3: Cybersecurity Governance	Org User	Postal Code	State of O
Mississippi - City of Tupelo	684517	2020	142 of 142 Completed	Your organization only	Christian, Abby King, David	38802	Mississippi



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE: December 4, 2020

SUBJECT: IN THE MATTER OF SOLE SOURCE FOR COLORADO TIME SYSTEMS
AF

Request:

I would like to recommend to the Mayor and City Council to approve the following sole source for the Tupelo Aquatic Center.

LED Scoreboard – Colorado Time Systems

See attached quote.



City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor
Jason L. Shelton

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Wednesday, December 9, 2020

City of Tupelo
PO Box 1485
Tupelo, MS 38802

Mayor and City Council:

Since the opening of the Tupelo Aquatic Center in 2014 the timing system we went with is Colorado Time Systems. The entire timing package was valued at \$235,000, and plays a critical role in the operations of a swim meet. Colorado Time Systems continue to be a leader in sport timing, and are the only vendor capable of replacing (a very important component) the scoreboard at the aquatic center. They were also properly procured in 2014 when we opened the aquatic's facility. Therefore, it is my recommendation that we use Colorado Time Systems to handle this project because we already use them for the following things at the Tupelo Aquatic Center:

- Two scoreboards
- All of the meet management software
- Eighteen touch pads
- All of the connectors from the touch pads to deck plates
- Two starters

Note: It is very important that we use the same timing manufacturer to insure everything works correctly when hosting swim competitions.

If you have any questions please contact me at alex.farned@tupeloms.gov or 662-841-6440.

Sincerely,

Alex Farned
Director, Tupelo Parks and Recreation Department



December 2, 2020

Amy Williams-Kennedy
City of Tupelo
RE: Tupelo Aquatic Center

For over forty years, Colorado Time Systems (CTS) has established the performance standard in electronic swim timing by providing factory direct sales as well as an extensive distributor and customer service network. This standard is maintained by the superior design and technology of our products.

There are many differences among sports timing and display manufacturers' equipment. In sports timing, it is important to understand there are advantages to the purchaser to have a complete timing system manufactured by one company, rather than various manufacturers. Often, claims that manufacturers make about interfacing with another manufacturer's products are unreliable.

Obviously, equipment that is designed concurrently will be guaranteed to work together, whereas mixing components from various manufacturers will result in an unnecessary liability being placed in the hands of the customer. This ends up costing the customer more money and ownership of a system that will not operate efficiently. City of Tupelo and the Tupelo Aquatic Center currently have CTS equipment that was purchased in the past.

Colorado Time Systems is the sole manufacturer and provider of the Gen7 Legacy Timer and the sole provider of swimming specific Yaham Video Displays in the United States.

We look forward to continuing our relationship with your organization. Please feel free to contact us for additional information.

Best Regards,

Rick Connell
VP-General Manager
RC/AB



December 1, 2020

Amy Williams-Kennedy
 Tupelo Aquatic Center
 Customer #20670

Dear Amy:

The following is the price quotation you requested. Colorado Time Systems has been a leader in sports timing for over 40 years and we are pleased that you have considered CTS to be part of your team.

Colorado Time Systems also offers a wide range of multi-sport scoreboards tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 800-279-0111 x 3585 or e-mail me at ricke@coloradotime.com. Look for us on line at: <http://www.coloradotime.com>.

FULL COLOR VIDEO DISPLAY

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	Y5C10MM272X480	Full Color Indoor Video Display

Includes:

Full matrix full color LED scoreboard with a computer controller with software, steel channel mounting hardware and data cables.

Specifications

- Display shall be a full color LED matrix display. Display shall be comprised of red, blue and green LED's to form pixels.
- Display shall be capable of 281 trillion shades of color.
- Display should be capable of 16-bit video processing, four levels of dimming capability and allow for Gamma correction.
- The display shall have built in graphics and animation capability with Windows based software. Graphics and animation shall have the capacity of being displayed on the entire matrix. All MS Windows fonts shall be compatible with the display.
- Display will allow for front service access
- Each pixel shall be comprised of 3 LED's 1R1G1B
- Display shall have **10mm** pixel spacing center to center
- Must be compatible with CTS competitive timing system
- Displays swimming, diving, water polo, pace clock, and synchronized swimming functions, competitors' names, full matrix graphics and animation, live video, and has advertising capabilities

GEN7 TIMING SYSTEM

<u>Qty</u>	<u>Model</u>	<u>Description</u>
2	GEN7-TMR-L	GEN 7 Sports Timer with legacy connections

The Gen7 Sports Timer is designed to work exclusively with existing CTS timing components and display boards. Incorporates the latest technology with all of the key features of a Colorado Time Systems Console, including up to 12-lane timing, enhanced split handling, start reaction

display, automatic lane arming, interface to 3rd party meet management software, scoreboard cycling and more. The hardware and software combination gives you the flexibility to run your meets your way.

Features:

- Intuitive software interface with modern Windows user interface and is touchscreen friendly. Software to be loaded on owner provided laptop.
- Flexible user interface options: Windows laptop or tablet is primary user interface, with Ethernet connectivity to the timer.
- Robust safeguards, all data is logged and saved on the Gen7. Any issues with user interface are recoverable. Timer will continue running and will finish race without user interface.
- Rich diagnostics, integrated pre-meet diagnostic mode to check system set up and allows proactive equipment maintenance
- Integrated 2.4GHz Wireless to Scoreboards
- Facility network connectivity

PRICE \$58,000

SHIPPING AND STANDARD INSTALL INCLUDED

INSTALLATION

<u>Qty</u>	<u>Model</u>	<u>Description</u>
1	INSTALL	Standard Installation & Training

Installation Agreement must be signed and returned upon order

NOTE: If you are interfacing Hy-Tek Meet Manager with your matrix display, the “Alpha Scoreboard INTERFACE to Display Names/Results” option needs to be purchased through Hy-Tek (<http://www.hy-tek ltd.com/index.html>).

NOTE: Gen7 Legacy Only Guaranteed To Work With Colorado Time Systems Display And Software

TERMS:	Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. All returns are subject to a 25% restocking fee.
DELIVERY:	4 to 6 weeks after receipt of order. CTS/Matrix displays 10-14 weeks. Shipping estimated charge does not include additional charges or fees such as lift gate or inside delivery. Any additional fees will be billed to end user/facility.
TAXES:	If Purchaser is tax exempt or purchasing for resale, a copy of purchaser’s tax-exempt certificate shall be required at time of order. If purchaser’s tax-exempt certificate is not available purchaser shall be charged all appropriate tax.
FORCE MAJURE:	No Party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

NOTE: Price quotations valid for 30 days. Taxes, customs, shipping and duties not included. Colorado Time Systems quotations are in U.S. dollars.

Best Regards,



Rick Connell
VP-General Manager

RC/AF

TUPELO AQUATIC GROUP AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO AQUATIC GROUP (hereinafter "TAG").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a youth swimming program; and

WHEREAS, the TAG, is an organization comprised of parents and youth who participate in the City's swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the City of Tupelo owns Tupelo Aquatic Center and operates a youth swimming program for the citizens of Tupelo; and

WHEREAS, both parties desire to enter into a written agreement whereby the city will provide administrative assistance to TAG and TAG will provide assistance to the City through fundraising efforts which benefit the city's swimming programs and facilities.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this Agreement, the City, and TAG mutually agree as follows:

SECTION 1. The purpose of the Agreement is to define the terms for the City to provide administrative assistance to TAG and TAG to provide financial assistance to the City through its fundraising efforts for the benefit of the City's swimming programs, services and facilities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.

SECTION 3. The City shall provide supervision and administration of all City swimming activities, programs and events.

SECTION 4. A City Parks and Recreation Department Aquatics Director assigned by the Department Director shall serve as the liaison between the City and TAG on all issues relating to the City's swimming programs and activities.

SECTION 5. City will provide maintenance of Tupelo Aquatic Center.

SECTION 6. TAG will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the swim program.

SECTION 7. TAG may sponsor and schedule swim meets, practices, and clinics only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the facilities coordinator at any TAG-sponsored event.

SECTION 8. TAG will manage the registration of their aquatic programs on a yearly basis. They will be responsible for collecting applications and fee.

SECTION 9. Both parties acknowledge that TAG will pay a facilities fee in accordance with item 7 of the City, TAG and TSC agreement. The facility fee will be used to cover the expenses for facility maintenance and labor.

Revenues derived by TAG from swim meet entry fees will be used to cover expenses associated with conducting such swim meet including but not limited to: swim meet officials, fees, souvenirs, programs, security and awards. For all City-sponsored swim meets, TAG agrees to provide volunteer support and, in exchange for such support, the City agrees that TAG will retain all revenues derived from entry fees, gate receipts and vendor services.

SECTION 10. TAG is a certified affiliate of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City that at all

time during which it uses the pool it will follow reasonable practices as required by USA Swimming so as to assure the safety of all participants.

SECTION 11. TAG agrees that all TAG participants will registered with the City via the Tupelo Parks and Recreation Department.

SECTION 12. TAG agrees that all Board Members, Head Coaches, Assistant Coaches, and Officials will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TAG agrees to provide City with a current constitution, by-laws, pertinent tax information; policies and procedures information and a list of TAG officers complete with addresses and phone numbers.

SECTION 14. Each October, TAG will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TAG and for which TAG desires to give to the City for use at the City swimming facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TAG will provide City with an annual projected budget at the beginning of each new contract year (October 1). TAG agrees to allow TSC to provide City with a monthly financial statement.

SECTION 16. TAG and City will coordinate efforts to provide approved swimming.

SECTION 17. TAG agrees to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 18. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

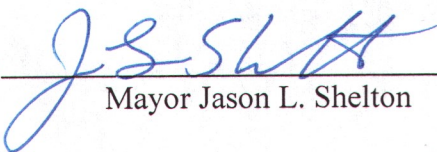
SECTION 19. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 20. TAG agrees to be a member of the Tupelo Sports Council (TSC) and to provide an annual list of marketing goals/objectives to the City and TSC as well as a projected budget for its marketing activities. TAG will pay a fee to TSC for marketing services based on the cost of the services provided to TAG. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

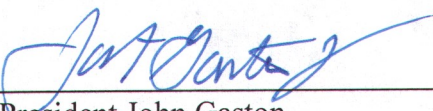
SECTION 21. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO AQUATIC GROUP

By: 
President John Gaston

TUPELO AQUATIC GROUP AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO AQUATIC GROUP (hereinafter "TAG") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TAG, is an organization comprised of parents and children who participate in the City's swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TAG desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

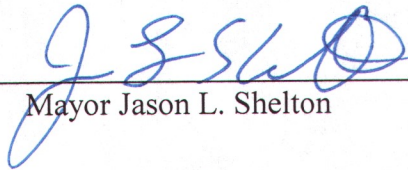
NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TAG and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TAG to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

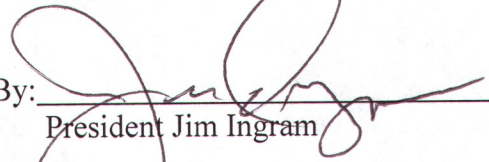
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TAG and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TAG.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TAG. Professional fees for the CPA services will be shared equally by all City sports organizations.
6. TSC, with the assistance of the CPA, will provide City and TAG within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.
7. TSC agrees to provide marketing services to City and TAG, which will promote the activities, services and events of the TAG as well as other sports associations and the City's recreational program in general.
8. City and TAG will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TAG will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TAG must be approved by the City and TAG prior to implementation of a marketing program.
9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TAG's current President will be member of TSC's board of directors.
10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

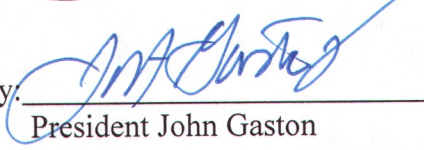
CITY OF TUPELO, MISSISSIPPI

By:  _____
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By:  _____
President Jim Ingram

TUPELO AQUATIC GROUP

By:  _____
President John Gaston

TUPELO DISC GOLF ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a disc golf program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s Disc Golf programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Disc Golf programs; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TDGA and TDGA will provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TDGA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TDGA and TDGA to provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Disc Golf activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TDGA on all issues relating to the City Disc Golf programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TDGA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Disc Golf program.

SECTION 7. TDGA agrees to operate concessions stands on City Disc Golf at events. TDGA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TDGA.

SECTION 8. TDGA may sponsor and schedule Disc Golf tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TDGA-sponsored tournament.

Revenues derived by TDGA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TDGA agrees to provide volunteer support and, in exchange for such support, the City agrees that TDGA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TDGA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TDGA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TDGA with a monthly report of all deposits and expenditures. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TDGA agrees that all TDGA participants will be registered with the City via the TPR.

SECTION 11. TDGA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TDGA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TDGA officers complete with addresses and telephone numbers.

SECTION 13. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TDGA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TDGA and for which TDGA desires to give the City for use at the City Disc Golf facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TDGA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TDGA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not

corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TDGA's funds shall be returned to it by TSC and TDGA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th day of NOVEMBER, 2020.

CITY OF TUPELO, MISSISSIPPI

By: 

Mayor Jason L. Shelton

TUPELO DISC GOLF ASSOCIATION

By: 

President Sean Portilla

TUPELO DISC GOLF ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO DISC GOLF ASSOCIATION (hereinafter "TDGA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TDGA, is an organization comprised of parents and children who participate in the City's disc golf program. TDGA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Disc Golf programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TDGA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TDGA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TDGA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TDGA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TDGA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TDGA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TDGA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TDGA, which will promote the activities, services and events of the TDGA as well as other sports associations and the City's recreational program in general.

8. City and TDGA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TDGA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TDGA must be approved by the City and TDGA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TDGA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

16th MS
20th

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the NOVEMBER day of NOVEMBER 2020.
December MS

CITY OF TUPELO, MISSISSIPPI

By: [Signature]
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: [Signature]
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: [Signature]
President Sean Portilla

TUPELO FOURTH OF JULY CELEBRATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter "TFJCA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") offers a Fourth of July Celebration event; and

WHEREAS, the Association is an organization comprised of citizens who are members of TFJCA, provides assistance to the City through fundraising efforts and volunteer services which benefits this event; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TFJCA and TFJCA will provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TFJCA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TFJCA and TFJCA to provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

SECTION 2. The term of this Agreement shall be from October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TFJCA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TFJCA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the event program.

SECTION 7. TFJCA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TFJCA.

SECTION 8. TFJCA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TFJCA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TFJCA agrees to provide volunteer support and, in exchange for such support, the City agrees that TFJCA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TFJCA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TFJCA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TFJCA with a monthly report of all deposits and expenditures. An agreement between TFJCA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TFJCA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TFJCA officers complete with addresses and telephone numbers.

SECTION 11. TFJCA shall notify City of all TFJCA regular meetings and special called meetings and a City representative may attend such meetings.

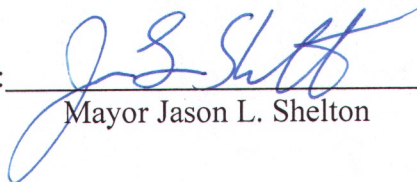
SECTION 12. Each October, TFJCA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TFJCA and for which TFJCA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TFJCA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

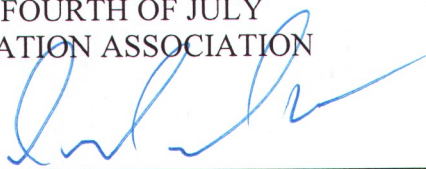
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TFJCA's funds shall be returned to it by TSC and TFJCA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO FOURTH OF JULY
CELEBRATION ASSOCIATION

By: 
President David Dillard

TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter "TFJCA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TFJCA, is an organization comprised of members of TFJCA. TFJCA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the July Celebration; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TFJCA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

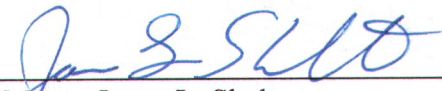
NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TFJCA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TFJCA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

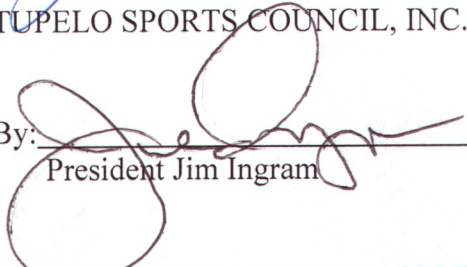
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TFJCA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TFJCA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TFJCA. Professional fees for the CPA services will be shared equally by all City sports organizations.
6. TSC, with the assistance of the CPA, will provide City and TFJCA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.
7. TSC agrees to provide marketing services to City and TFJCA, which will promote the activities, services and events of the TFJCA as well as other sports associations and the City's recreational program in general.
8. City and TFJCA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TFJCA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TFJCA must be approved by the City and TFJCA prior to implementation of a marketing program.
9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TFJCA's current President will be member of TSC's board of directors.
10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th
day of December 2020.

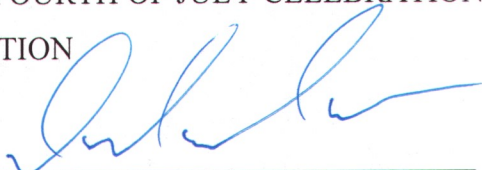
CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By: 
President David Dillard

TUPELO FRIENDS OF THE PARK AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the FRIENDS OF THE PARK (hereinafter "FOP").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of FOP, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to FOP and FOP will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and FOP mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to FOP and FOP to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2020, and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and FOP on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. FOP will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. FOP agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by FOP.

SECTION 8. FOP may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by FOP from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, FOP agrees to provide volunteer support and, in exchange for such support, the City agrees that FOP will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by FOP will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. FOP shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. An agreement between FOP and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. FOP agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of FOP officers complete with addresses and telephone numbers.

SECTION 11. FOP shall notify City of all FOP regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, FOP will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by FOP and for which FOP desires to give

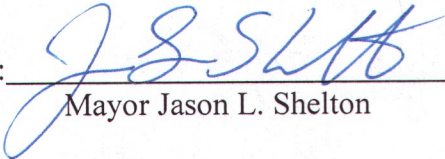
the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. FOP will provide City with an annual projected budget at the beginning of each new contract year (October 1). FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

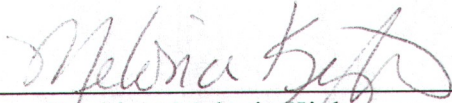
SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination FOP's funds shall be returned to it by TSC and FOP\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

FRIENDS OF THE PARK

By: 
President Melanie Kight

TUPELO FRIENDS OF THE PARK AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THEPARK (hereinafter "FOP") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the FOP, is an organization comprised of members of FOP. FOP provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and FOP desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, FOP and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and FOP to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and FOP.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from FOP and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and FOP.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and FOP. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and FOP within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and FOP, which will promote the activities, services and events of the FOP as well as other associations and the City's recreational program in general.

8. City and FOP will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. FOP will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

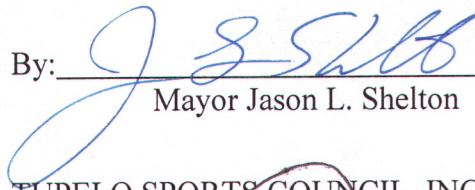
9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, FOP's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected

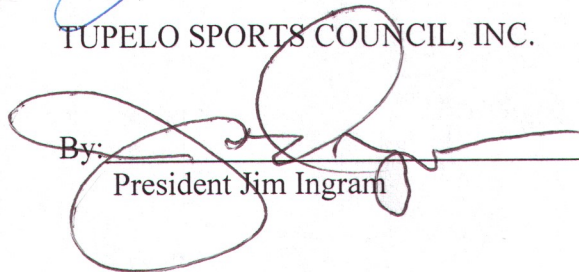
within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

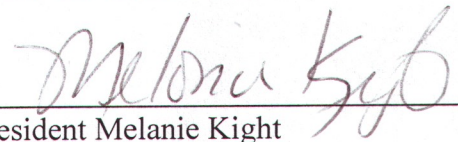
CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

FRIENDS OF THE PARK

By: 
President Melanie Kight

TUPELO CITY MUSEUM ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the CITY MUSEUM ASSOCIATION (hereinafter "TCMA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of TCMA, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TCMA and TCMA will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TCMA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TCMA and TCMA to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2020, and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TCMA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TCMA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. TCMA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TCMA.

SECTION 8. TCMA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TCMA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TCMA agrees to provide volunteer support and, in exchange for such support, the City agrees that TCMA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TCMA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TCMA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TCMA with a monthly report of all deposits and expenditures. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TCMA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TCMA officers complete with addresses and telephone numbers.

SECTION 11. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TCMA will provide to City a list of goals, projects and/or

objectives for the coming year. Any item purchased by TCMA and for which TCMA desires to

give the City for use at the facilities shall be formally donated to the City at the end of each

contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TCMA will provide City with an annual projected budget at the beginning

of each new contract year (October 1). TCMA agrees to allow TSC to provide City with a

monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-

violating party shall give notice of such violation to the violating part and if the violation is not

corrected within ten (10) days of such notification, the non-violating party may at it's option

terminate this Agreement. Upon termination TCMA's funds shall be returned to it by TSC and

TCMA shall not conduct fundraising activities on City property unless and until a new

agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th

day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: J. Shelton
Mayor Jason L. Shelton

CITY MUSEUM ASSOCIATION

By: Boyd Varbrough
President Boyd Varbrough

TUPELO CITY MUSEUM ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), FRIENDS OF THEPARK (hereinafter "TCMA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TCMA, is an organization comprised of members of TCMA. TCMA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TCMA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TCMA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TCMA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TCMA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TCMA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TCMA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TCMA. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and TCMA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TCMA, which will promote the activities, services and events of the TCMA as well as other associations and the City's recreational program in general.

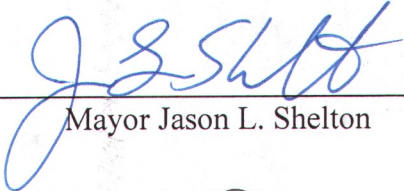
8. City and TCMA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TCMA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TCMA must be approved by the City and TCMA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TCMA's current President will be member of TSC's board of directors.

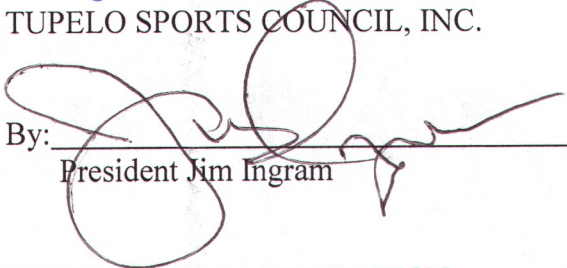
10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

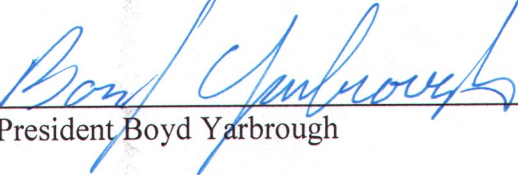
CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

CITY MUSEUM ASSOCIATION

By: 
President Boyd Yarbrough

TUPELO SKATE PARK ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a skate park program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's Skate park programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Skate park programs; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TSPA and TSPA will provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSPA and TSPA to provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Skate park activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TSPA on all issues relating to the City Skate park programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TSPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Skate park program.

SECTION 7. TSPA agrees to operate concessions stands on City Skate Park at events. TSPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TSPA.

SECTION 8. TSPA may sponsor and schedule Skate park tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TSPA-sponsored tournament.

Revenues derived by TSPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TSPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSPA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 9. All revenues derived by TSPA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501©(3) not-for-profit corporation. TSPA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TSPA with a monthly report of all deposits and expenditures. An agreement between TSPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TSPA agrees that all TSPA participants will be registered with the City via the TPR.

SECTION 11. TSPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TSPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSPA officers complete with addresses and telephone numbers.

SECTION 13. TSPA shall notify City of all TSPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TSPA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSPA and for which TSPA desires to give the City for use at the City Skate park facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TSPA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TSPA's funds shall be returned to it by TSC and TSPA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th ^{MS} day of ~~November~~ December ^{MS}, 2020.

CITY OF TUPELO, MISSISSIPPI

By: J. L. Shelton
Mayor Jason L. Shelton

TUPELO SKATE PARK ASSOCIATION

By: Carter Riley
President Carter Riley

TUPELO SKATE PARK ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSPA, is an organization comprised of parents and children who participate in the City's skate program. TSPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth skate park programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TSPA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSPA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TSPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSPA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TSPA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TSPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TSPA, which will promote the activities, services and events of the TSPA as well as other sports associations and the City's recreational program in general.

8. City and TSPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSPA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSPA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 20th
day of ~~November~~ December ^{MS} 2020. 16th MS

CITY OF TUPELO, MISSISSIPPI

By: [Signature]
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: [Signature]
President Jim Ingram

TUPELO SKATE PARK ASSOCIATION

By: [Signature]
President Carter Riley

TUPELO SOFTBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SOFTBALL ASSOCIATION (hereinafter “TSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth softball program; and

WHEREAS, TSA, an organization comprised of parents of children who participate in the City’s youth softball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth softball program; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TSA and TSA will provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSA and TSA to provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth softball activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TSA on all issues relating to the City softball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth softball program.

SECTION 6. TSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TSA agrees to obtain team sponsors for City youth softball teams.

SECTION 9. TSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the softball program.

SECTION 10. TSA agrees to operate concessions stand on City playing field at games during the designated youth softball season and for any City-approved tournament games. TSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TSA.

SECTION 11. TSA may sponsor and schedule youth softball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPRD. The parties agree that all tournaments will have a tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TSA with a monthly report of all deposits and expenditures. An agreement between TSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TSA agrees that all TSA participants will be registered with the City via the TPR.

SECTION 14. TSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSA officers complete with addresses and telephone numbers.

SECTION 16. TSA shall notify City of all TSA regular meetings and a City representative may attend such meetings.

SECTION 17. Each October, TSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSA and for which TSA desires to give the City for use at the City softball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TSA's funds shall be returned to it by TSC and TSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____


Mayor Jason L. Shelton

TUPELO SOFTBALL ASSOCIATION

By: _____


President David Webb

TUPELO SOFTBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SOFTBALL ASSOCIATION (hereinafter "TSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSA, is an organization comprised of parents and children who participate in the City's softball program. TSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth softball programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TSA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TSA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TSA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TSA, which will promote the activities, services and events of the TSA as well as other sports associations and the City's recreational program in general.

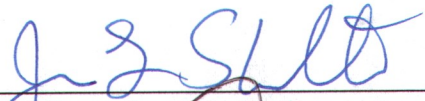
8. City and TSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

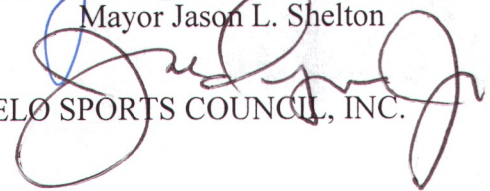
9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

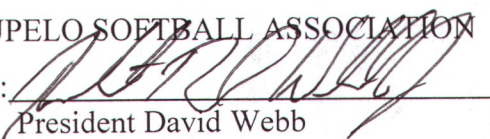
IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.


By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION
By: 
President David Webb

TUPELO TENNIS ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO TENNIS ASSOCIATION (hereinafter "TTA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTA, is an organization comprised of parents and children who participate in the City's tennis program. TTA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth tennis programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TTA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TTA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTA.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTA.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TTA. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and TTA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TTA, which will promote the activities, services and events of the TTA as well as other associations and the City's recreational program in general.

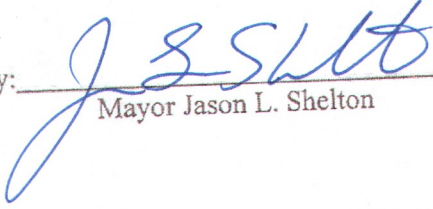
8. City and TTA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TTA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTA's current President will be member of TSC's board of directors.

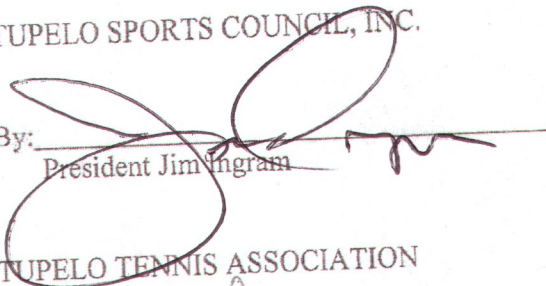
10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

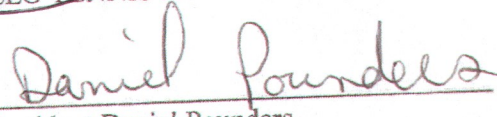
CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

TUPELO TENNIS ASSOCIATION

By: 
President Daniel Pounders

TUPELO TENNIS ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO TENNIS ASSOCIATION (hereinafter "TTA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a tennis program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City's tennis programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the tennis programs; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TTA and TTA will provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTA and TTA to provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision of all City tennis functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TTA on all issues relating to the City tennis programs and activities.

SECTION 5. The City will provide for and pay maintenance of all municipal facilities and tennis courts utilized for the tennis program.

SECTION 6. TTA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the tennis program.

SECTION 7. All revenues derived by TTA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TTA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTA with a monthly report of all deposits and expenditures. An agreement between TTA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 8. TTA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 9. TTA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTA officers complete with addresses and telephone numbers.

SECTION 10. TTA shall notify City of all TTA regular meetings and a City representative may attend such meetings.

SECTION 11. Each October, TTA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTA and for which TTA desires to give

the City for use at the City tennis facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 12. TTA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination, TTA's funds shall be returned to TSC and TTA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: JLS
Mayor Jason L. Shelton

TUPELO TENNIS ASSOCIATION

By: Daniel Pounders
President Daniel Pounders

TUPELO THERAPUETIC RECREATION ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter "TTRA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City's therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TTRA. Professional fees for the CPA services will be shared equally by all City sports and recreation organizations.

6. TSC, with the assistance of the CPA, will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TTRA, which will promote the activities, services and events of the TTRA as well as other sports and recreation associations and the City's recreational program in general.

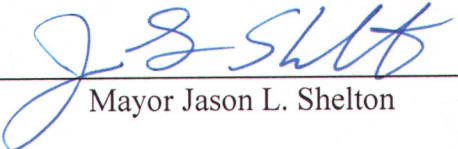
8. City and TTRA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TTRA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

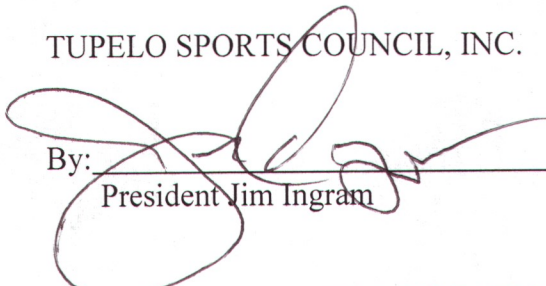
10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 17th
16th
day of November 2020.
December

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: 
President Pat Clark

TUPELO THERAPUETIC RECREATION ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter "TTRA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City's therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TTRA. Professional fees for the CPA services will be shared equally by all City sports and recreation organizations.

6. TSC, with the assistance of the CPA, will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TTRA, which will promote the activities, services and events of the TTRA as well as other sports and recreation associations and the City's recreational program in general.

8. City and TTRA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TTRA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 17th day of November 2020. 14th
December

CITY OF TUPELO, MISSISSIPPI

By: [Signature]
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: [Signature]
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: [Signature]
President Pat Clark

VETERANS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), VETERANS COUNCIL (hereinafter "VC") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the VC, is an organization comprised of members of VC. VC provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and VC desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, VC and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and VC to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2021.

3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and VC.

4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from VC and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and VC.

5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and VC. Professional fees for the CPA services will be shared equally by all City organizations.

6. TSC, with the assistance of the CPA, will provide City and VC within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and VC, which will promote the activities, services and events of the VC as well as other associations and the City's recreational program in general.

8. City and VC will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. VC will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

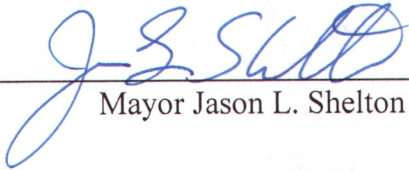
9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, VC's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected

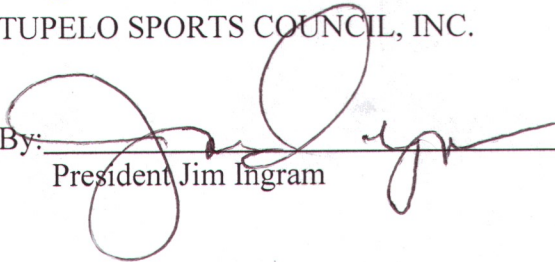
within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

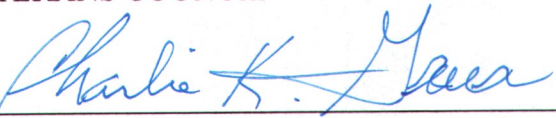
CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

VETERANS COUNCIL

By: 
President Charlie Greer

VETERANS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the VETERANS COUNCIL (hereinafter "VC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of VC, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department ("TPR"); and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to VC and VC will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and VC mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to VC and VC to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2020, and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and VC on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. VC will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. VC agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by VC.

SECTION 8. VC may sponsor events only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by VC from any events will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, VC agrees to provide volunteer support and, in exchange for such support, the City agrees that VC will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by VC will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. VC shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide VC with a monthly report of all deposits and expenditures. An agreement between VC and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. VC agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of VC officers complete with addresses and telephone numbers.

SECTION 11. VC shall notify City of all VC regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, VC will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by VC and for which VC desires to give the

City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. VC will provide City with an annual projected budget at the beginning of each new contract year (October 1). VC agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination VC's funds shall be returned to it by TSC and VC\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: _____


Mayor Jason L. Shelton

VETERANS COUNCIL

By: _____


President Charlie Greer

TUPELO YOUTH BASEBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter "TYBA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a youth baseball program; and

WHEREAS, the TYBA, an organization comprised of parents of children who participate in the City's youth baseball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth baseball program; and

WHEREAS, both parties desire to enter into a written agreement whereby the City will provide administrative assistance to TYBA and TYBA will provide assistance to the City through fundraising efforts which benefit the youth baseball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYBA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYBA and TYBA to provide assistance to the City through fundraising efforts, which benefit the youth baseball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City will provide supervision and administration of all City youth baseball activities and functions.

SECTION 4. A City TPR Sports Director assigned by the Department Director will serve as the liaison between the City and TYBA on all issues relating to the City youth baseball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth baseball program.

SECTION 6. TYBA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYBA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYBA agrees to assist Sports Director to obtain team sponsors for City youth baseball teams.

SECTION 9. TYBA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the baseball program.

SECTION 10. TYBA agrees to operate concessions stand on City playing field at games during the designated youth baseball season and for any City-approved youth tournament games. TYBA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYBA.

SECTION 11. TYBA may sponsor and schedule youth baseball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TYBA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City approved tournaments, TYBA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYBA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TYBA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501(c) 3 not-for-profit corporation. TYBA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYBA with a monthly report of all deposits and expenditures. An agreement between TYBA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYBA agrees that all TYBA participants will be registered with the City via the TPR.

SECTION 14. TYBA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYBA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYBA officers complete with addresses and telephone numbers.

SECTION 16. TYBA shall notify City of all TYBA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYBA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYBA and for which TYBA desires to give the City for use at the City baseball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYBA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYBA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYBA’s funds shall be returned to it by TSC and TYBA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: Jason L. Shelton
Mayor Jason L. Shelton

TUPELO YOUTH BASEBALL ASSOCIATION

By: Chad Brown
President Chad Brown

TUPELO YOUTH BASEBALL ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter "TYBA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City's baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2021.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYBA. All TSC associations will share professional fees for the CPA services equally.
6. TSC, with the assistance of the CPA, will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TYBA, which will promote the activities, services and events of the TYBA as well as other sports associations and the City's recreational program in general.

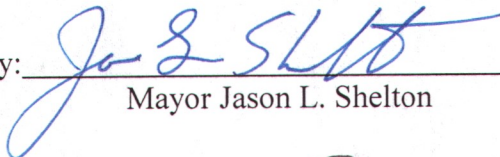
8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYBA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

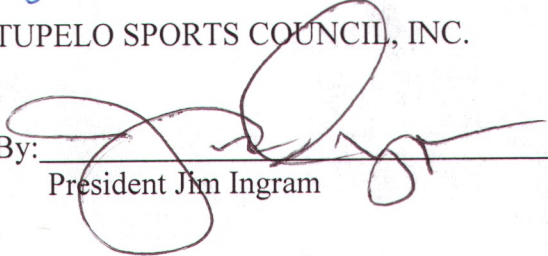
10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.


CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By: 
President Chad Brown

TUPELO YOUTH SOCCER ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City") and the TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department ("TPR") operates a youth soccer program; and

WHEREAS, the TYSA, an organization comprised of parents of children who participate in the City's youth soccer program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth soccer program; and

WHEREAS, both parties desires to enter into a written agreement whereby the City will provide administrative assistance to TYSA and TYSA will provide assistance to the City through fundraising efforts which benefit the youth soccer programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYSA and TYSA to provide assistance to the City through fundraising efforts, which benefit the youth soccer programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2020 and ending on September 30, 2021.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth soccer activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TYSA on all issues relating to the City soccer programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth soccer program.

SECTION 6. TYSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYSA agrees to obtain team sponsors for City youth soccer teams.

SECTION 9. TYSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the soccer program.

SECTION 10. TYSA agrees to operate concessions stand on City playing field at games during the designated youth soccer season and for any City-approved tournament games. In exchange for TYSA's operation of concessions, City agrees to pay TYSA \$10.00 per registered soccer player per season. TYSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYSA.

SECTION 11. TYSA may sponsor and schedule youth soccer tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TYSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TYSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYSA will retain all revenues derived from tournament, gate receipts and vendor services.

SECTION 12. All revenues derived by TYSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TYSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYSA with a monthly report of all deposits and expenditures. An agreement between TYSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYSA agrees that all TYSA participants will be registered with the City via the TPR.

SECTION 14. TYSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYSA officers complete with addresses and telephone numbers.

SECTION 16. TYSA shall notify City of all TYSA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYSA and for which TYSA desires to give

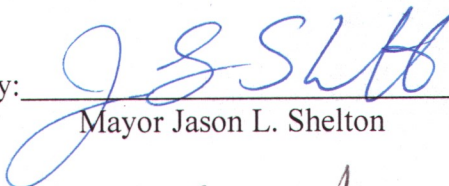
the City for use at the City soccer facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

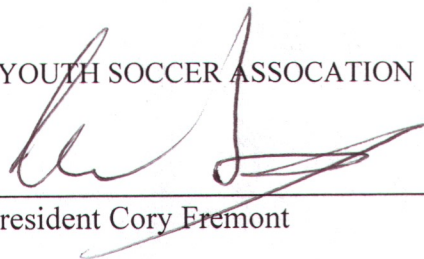
SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYSA’s funds shall be returned to it by TSC and TYSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO YOUTH SOCCER ASSOCIATION

By: 
President Cory Fremont

TUPELO YOUTH SOCCER ASSOCIATION AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYSA, is an organization comprised of parents and children who participate in the City's soccer program. TYSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth soccer programs; and

WHEREAS, TSC is a 501©(3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 ©(3) charitable organization, the City and TYSA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYSA and TSC mutually agree as follows:

1. The purpose of the Agreement is for the City and TYSA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.
2. The term of this Agreement shall be for one (1) year beginning October 1, 2020 and ending September 30, 2020.
3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.
4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYSA.
5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYSA. Professional fees for the CPA services will be shared equally by all City sports organizations.

6. TSC, with the assistance of the CPA, will provide City and TYSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

7. TSC agrees to provide marketing services to City and TYSA, which will promote the activities, services and events of the TYSA as well as other associations and the City's recreational program in general.

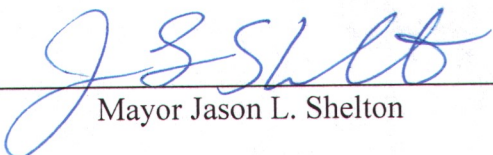
8. City and TYSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TYSA must be approved by the City and TYSA prior to implementation of a marketing program.

9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYSA's current President will be member of TSC's board of directors.

10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the 16th day of December 2020.

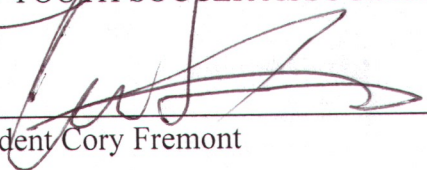
CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Jason L. Shelton

TUPELO SPORTS COUNCIL, INC.

By: 
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: 
President Cory Fremont

CONTRACT FOR NORTHEAST MISSISSIPPI UMPIRE ASSOCIATION

THIS CONTRACT entered into this day by and between the City of Tupelo, Mississippi (hereinafter referred to as "City"), and the Northeast Mississippi Umpire Association (hereinafter referred to as ("NEMUA")).

City hereby retains the services of NEMUA to provide umpires and scorekeepers for all City of Tupelo adult and youth league softball games and all City-sponsored weekend tournament games for a term commencing on October 1, 2020 and ending on September 30, 2021.

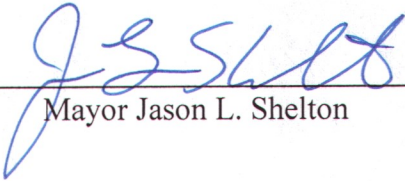
City agrees to pay NEMUA the amount of (\$21.25) per umpire for each youth and adult slow pitch game and (\$36.25) per umpire for each youth fast pitch game, and (\$10.33) per scorekeepers for each game, this includes the assignment fee, worked during the term of this contract. If an official has to work a game by him or her self, he or she will be paid a game and a half. One check made payable to NEMUA will be issued by the City on the day after each City Council meeting during the term of this contract. NEMUA agree to provide a request for payment to the City of Tupelo Budget and Accounting office by the Tuesday preceding each regularly scheduled City Council meeting during the term of this contract.

City agrees to provide NEMUA with a schedule for league games at least one (1) week prior to season opener and one (1) week prior to any City sponsored weekend tournament. NEMUA agrees that all umpires must report for duty fifteen (15) minutes prior to game time.

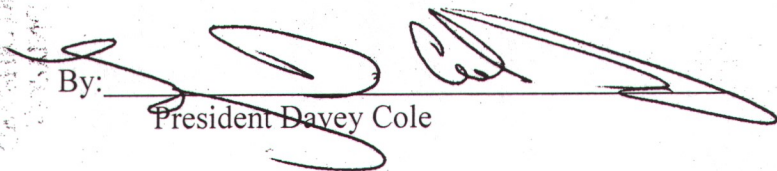
As additional consideration for this contract, NEMUA agrees to abide by all City of Tupelo ordinances, policies and safety requirements. NEMUA agrees that all officials assigned to work local league games will sign a criminal background check authorization form. NEMUA further agrees to hold harmless the City of Tupelo from any claim for damages or injuries

resulting from said provision of professional services. Dated this the 16th day of December, 2020.

CITY OF TUPELO, MISSISSIPPI

By:  _____
Mayor Jason L. Shelton

NORTHEAST MISSISSIPPI UMPIRE
ASSOCIATION

By:  _____
President Davey Cole



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE: December 09, 2020
SUBJECT: IN THE MATTER OF SURPLUS AND RETIREMENT BA

Request:

Please accept this letter as request to surplus Sgt. Clay Hassell's duty weapon (Glock Model 45, 9mm) serial number BKLR946 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

CASH RECEIPT
CITY OF TUPELO

NO. 46942

DATE 12-9-20

RECEIVED FROM David Harrell

FOR Clay Harrell (Weapon Retire)

FUND NO. _____

ACCOUNT NO. _____

81

AMOUNT REC'D _____

TOTAL 1.00

RECEIVED BY B F Dallas

Printed by PPI - TUPELO MS



AGENDA REQUEST

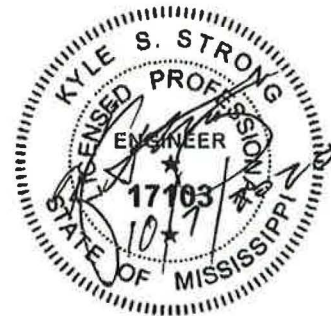
TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE December 9, 2020
SUBJECT: IN THE MATTER OF SURPLUS VEHICLE **BA**

Request:

Please accept this letter of request to surplus for scrap the following vehicle, 2016 Ford Police Interceptor, VIN# 1FM5K8AR5GGC73217. This patrol vehicle was involved in an accident and is a total loss. The city shop inspected the vehicle and due to the high mileage and heavy damage, it was decided to scrap the vehicle for parts.



**SPECIFICATIONS
AND
EXECUTED CONTRACT DOCUMENTS
FOR
EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI**



CCE 3-09708, BID 2020-036PW

OCTOBER 2020

703 Crossover Road, Tupelo MS 38801 • (662) 842-7381 / FAX (662) 844-4564

**SPECIFICATIONS
AND
CONTRACT DOCUMENTS
FOR
EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI**

MUNICIPAL OFFICIALS

MAYOR

Jason Shelton

CHIEF FINANCIAL OFFICER

Kim Hanna

CITY ATTORNEY

Ben Logan

DIRECTOR OF WATER & LIGHT DEPT.

Johnny Timmons

ALDERMAN

Markel Whittington

Lynn Bryan

Travis Beard

Nettie Davis

Buddy Palmer

Mike Bryan

Willie Jennings

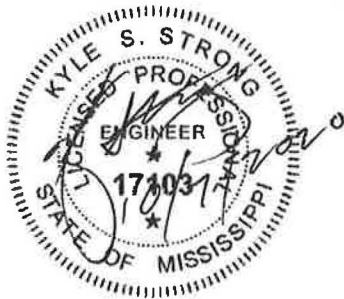
SUPERINTENDENT OF WATER & SEWER

David Cole

COOK COGGIN ENGINEERS, INC.
703 Crossover Road
Tupelo Mississippi 38801

ASSEMBLY OF SPECIFICATIONS AND CONTRACT DOCUMENTS
 EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK
 CITY OF TUPELO
 LEE COUNTY, MISSISSIPPI

	<u>CSI No.</u>
Advertisement for Bids.....	00 11 13
Instructions for Bidders.....	00 21 13
Bid Form.....	00 41 43
Bid Bond (Security Form).....	00 43 13
EEV Certification	00 45 00
Notice of Award.....	00 51 00
Contract Agreement.....	00 52 13
Notice to Proceed.....	00 55 00
Performance Bond.....	00 61 13.13
Payment Bond.....	00 61 13.16
Certificate of Owner’s Attorney.....	00 62 00
Certificate of Liability Insurance (Sample Form).....	00 71 99
General Conditions.....	00 72 00
Supplemental General Conditions.....	00 72 01
City of Tupelo Mandatory Addendum.....	00 72 02
Maintenance of Traffic.....	01 55 02
Mobilization.....	01 71 14
Clearing and Grubbing.....	31 11 01
Borrow Material.....	31 23 23.1
Erosion Control.....	31 25 13
Geotextile Fabric.....	31 32 19.16
Grout for Stone Riprap.....	31 33 20
Tied Concrete Block Erosion Control Mat.....	31 35 01
Stone Riprap.....	31 37 16.13
Granular Materials.....	32 05 16.5



ADVERTISEMENT FOR BIDS

Separate sealed bids or electronic bids for the construction of **EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK, BID 2020-036 PW** will be received by the **CITY OF TUPELO**, until **11:00 A.M., LOCAL TIME, ON FRIDAY THE 23RD DAY OF OCTOBER, 2020** and then publicly opened and read aloud. Sealed bids will be received until the designated date and time at **TUPELO CITY HALL, TAX OFFICE, ATTENTION: TRACI DILLARD, 71 EAST TROY STREET, TUPELO, MS 38804**. Electronic bids will be received until the designated date and time via electronic online bid submission through www.centralbidding.com.

The Project consists of the following approximate quantities:

Mobilization	1	LS
Traffic Control	1	LS
Clearing and Grubbing	1	LS
Borrow Excavation	2,850	CuYd
Geotextile Fabric	2,525	SqYd
Stone Riprap (300#)	2,730	Tons
Grout for Stone Riprap	610	CuYd
Turbidity Curtain	1,000	LinFt
Solid Sodding	4,000	SqYd
Concrete Erosion Control Mat	2,000	SqFt

The Contract Documents may be examined at the following locations: **CITY OF TUPELO, AT CITY HALL, 71 EAST TROY STREET, TUPELO, MS 38804** and Cook Coggin Engineers, Inc., 703 Crossover Road, Tupelo, Mississippi 38801.

Contract Documents are issued to potential Bidders from Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804. The non-refundable cost of the Bid Documents is \$200.00. Bidders may opt to purchase Contract Documents online at www.cceplanroom.com. All payments for Bid Documents shall be made payable to Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804.

Registering for a free account at www.cceplanroom.com will enable bidders to view and/or order Contract Documents online and/or complete the electronic bidding process. The only requirement for account registration is a valid email address. Questions regarding website registration, online orders and/or electronic bidding shall be directed to Plan House Printing at (662) 407-0193.

Electronic download may be purchased online from Central Bidding at www.centralbidding.com. Electronic Bids can **ONLY** be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by Plan House Printing.

The contract will be awarded as an entire job and individual items will not be let for separate work.

Each bidder must deposit with this bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. For Bidders submitting bids electronically, the bond submitted must be either a bond issued by the Surety in electronic format or the original hard copy of the bid bond must be submitted to the **CITY OF TUPELO, TAX OFFICE, ATTENTION: TRACI DILLARD, 71 EAST TROY STREET, TUPELO, MISSISSIPPI 38804**, prior to bid opening in order for the bid to be valid.

No Bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish surety bonds subject to the conditions provided in the Information for Bidders.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid.

A conditional or qualified Bid will not be accepted. Award will be made to the lowest responsible, responsive Bidder.

The Owner reserves the right to waive any informality or to reject any or all Bids.

MAYOR JASON SHELTON
CITY OF TUPELO

Publish: September 24, October 1, 2020

INSTRUCTIONS FOR BIDDERS

Bids will be received by the Owner at the time and place designated in the Advertisement for Bids, and then at said office publicly opened and read aloud.

BIDDING As a condition precedent to the opening of a Bid, Bids, when submitted as a paper version shall be sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope.

- (1) Addressee: Name of the Owner
- (2) For: Name of the project and contract designation for which the Bid is submitted.
- (3) Bid of: Name of Person or Firm submitting the Bid.
- (4) Permanent Address of the Bidder: Post Office Box Number, or Street Address, and the City and State of the Bidder.
- (5) Certification: Certificate of Responsibility Number as issued by the Mississippi State Board of Public Contractors or a statement signifying the Bid is not in excess of \$50,000.00.

If a Bid is delivered by mail or commercial courier, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as above.

As a condition precedent to the opening of a Bid, Bids submitted electronically shall meet the same functional and documentary requirements (Bid Form, Bid Bond, documents, certifications, attachments, etc.) as above for Bids submitted in paper form. Unless provided for otherwise, Bids submitted electronically shall be scanned images of completely executed bid documents delivered to the Owner in Portable Document Format (PDF). Bids may be submitted electronically either as an assembly in a single bookmarked PDF file or as an ordered series of multiple PDF files. The first page of the PDF assembly, or the first PDF file in an ordered series of multiple file Bids, shall display the same information that is required to be written on the outside or face of the envelope for Bids submitted in paper form. An original paper copy of any Bids submitted electronically shall be delivered to the Owner before close of business not more than 3 business days following the opening of the bids. Bids submitted electronically that are corrupt or have corrupted attachments will not be considered.

The Bidder's contract designation as issued by the Mississippi State Board of Contractors must coincide with the type of project he is bidding.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by the plan house designated on the advertisement for bids, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by the Owner.

No Bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time receiving Bids must be submitted when required by the Owner.

All Bids must be made on the required Bid Form with all Addenda acknowledged. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall submit with the Bid a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead submitted with his Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Each Bidder is responsible for inspecting the site and reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. Bidders must satisfy themselves of the accuracy of any estimated quantities on the Bid Form by examination of the site and a review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Owner shall provide to Bidders prior to Bidding, information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid and have as a surety thereon a Surety company currently authorized and licensed in good standing to conduct business within the State. Bid Bonds shall be executed by a Mississippi agent or a qualified nonresident agent. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State to represent Surety companies. A certified check may be used in lieu of a Bid Bond.

A conditional or qualified Bid will not be accepted.

AWARD If, at the time this contract is to be awarded, the lowest Bid submitted by a responsive Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded. If such Bid exceeds such amounts, the Owner may reject all Bids.

The award will be made based on the lowest and best bid for the base bid or for the base bid and any combination of alternate bids, as the Owner chooses.

The responsiveness of the Bidder will be determined by the completeness and regularity of the Bid, without excisions or special conditions and having no alternative Bids for any items unless provided for on the Bid Form. The responsibility of the Bidder will be determined by whether or not he maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established and has adequate financial status to meet his obligations contingent to the work.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

THE CONTRACT

Where all or part of the work is to be unit price work, the estimated item quantities set out in the Bid form are not guaranteed and are solely for the purpose of comparison of Bids; payment will be made on the actual quantity of each item installed and accepted. It is understood that the quantities of items may be increased and decreased for which payment will be made at the unit price Bid. It is also understood that the location of some work items may be changed from that shown on the drawings and such change in location shall be made at the unit price Bid for the various items of work involved.

Included in these documents is the "Prime Consultant/Contractors EEV Certification and Agreement". This document must be executed and made part of the contract after award. It does not have to be executed at the time of the bidding.

INTERPRETATIONS AND ADDENDA

Should a Bidder find discrepancies in, or omissions from the specifications or other contract documents, or should he be in doubt as to the meaning of any part thereof, he should at once submit to COOK COGGIN ENGINEERS, INC., P.O. Box 1526, Tupelo, Mississippi 38802, a written request for an interpretation. No oral interpretation will be made to any Bidder as to the meaning of any of the Contract Documents, or no oral interpretation shall be effective to modify any of the provisions of the contract documents. The Engineers will make interpretations by duly issued Addenda which will be mailed or delivered to Bidders of record receiving copies of the Contract Documents; and neither the Owner nor the Engineers will be responsible for any other explanation or interpretation of the documents.

STORM WATER POLLUTION PREVENTION

The Mississippi Department of Environmental Quality (MDEQ) is the National Pollutant Discharge Elimination System (NPDES) permit authority for the State of Mississippi. Current regulations require NPDES stormwater construction discharge permit coverage for construction activities which disturb one or more acres of land, or less than one acre if part of a larger common plan of development or sale.

BID PROPOSAL

Proposal of Parsons Earthworks

(hereinafter called "Bidder"), organized and existing under the laws of the State of MS, doing business as Corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 50 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Project # 3-09708

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK					
1	Mobilization	1	LS	\$ 58,500. ⁰⁰	\$ 58,500. ⁰⁰
2	Traffic Control	1	LS	\$ 5,850. ⁰⁰	\$ 5,850. ⁰⁰
3	Clearing and Grubbing	1	LS	\$ 35,100. ⁰⁰	\$ 35,100. ⁰⁰
4	Borrow Excavation	2,850	CuYd	\$ 18. ⁷²	\$ 53,352. ⁰⁰
5	Geotextile Fabric	2,525	SqYd	\$ 3. ⁵¹	\$ 8,862. ⁷⁵
6	Stone Riprap (300#)	2,730	Tons	\$ 70. ²⁰	\$ 191,646. ⁰⁰
7	Grout for Stone Riprap	610	CuYd	\$ 2163. ²⁵	\$ 1,60,582. ⁵⁰
8	Turbidity Curtain	1,000	LinFt	\$ 14. ⁰⁰	\$ 14,000. ⁰⁰
9	Solid Sodding	4,000	SqYd	\$ 5. ⁸⁵	\$ 23,400. ⁰⁰
10	Tied Concrete Block Erosion Control Mat	2,000	SqFt	\$ 10. ⁵³	\$ 21,060. ⁰⁰
TOTAL BASE BID PRICE					\$ 572,353. ²⁵

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of

Five Percent Dollars,

(\$ 590) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 23 day of October, 2020

By Dora Parsons Title President

Company Parsons Earthworks, Inc

Address 493 CR 169 Juka, MS 38852

Phone 662-424-0159

Employer Identification No. 71-0973318

Email Address peworks@live.com

SEAL (If bid is by a corporation).

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Parsons Earthworks, Inc.
as Principal, and _____ Granite Re, Inc. _____

as Surety, are hereby held and firmly bound unto CITY OF TUPELO as owner in the penal
sum of Five percent of amount bid (5%) _____

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 23rd day of October, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the EASON BRIDGE BANK STABILIZATION AT KINGS AND
TOWN CREEK.

NOW, THEREFORE;

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said Bid) and shall furnish a bond for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said Bid; then this obligation shall be void,
otherwise the same remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Parsons Earthworks, Inc.

By *Adria Parsons* (L.S.)

Principal

 Granite Re, Inc.

Surety

SEAL

By: *C.W.P.*

Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

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Bid Bond

2020.09.23

Page 2 of 2

3-09708 #9 PARSONS

APPENDIX L

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

RIC STALLINGS; RICHARD L. POWELL; JOSEPH MADDEN III; MARK E. HARRIS; TONA HUNTER; W.W. JONES II; KEITH W. BROWN; COOPER W. PERMENTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

RIC STALLINGS; RICHARD L. POWELL; JOSEPH MADDEN III; MARK E. HARRIS; TONA HUNTER; W.W. JONES II; KEITH W. BROWN; COOPER W. PERMENTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington

Kenneth D. Whittington, President

Kyle P. McDonald

Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257



Kathleen E. Carlson

Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 23rd day of October, 2020.



Kyle P. McDonald

Kyle P. McDonald, Secretary/Treasurer

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK

Termini: CITY OF TUPELO

Prime Consultant: Parsons Earthworks, Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the 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 subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(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 Contract.

158861
EEV* 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 contract, 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 contract 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: Dora Parsons 10.23.20
Authorized Officer or Agent Date

Dora Parsons President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 23 day of October, 2020

Deborah Ezell
NOTARY PUBLIC
My Commission Expires: May 1, 2023



* 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.

NOTICE OF AWARD

DATE: November 4, 2020

TO: PARSONS EARTHWORKS, INC.
493 CR 169
IUKA, MS 38852

PROJECT DESCRIPTION: EASON BRIDGE BANK STABILIZATION
AT KINGS & TOWN CREEK

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated October 23, 2020.

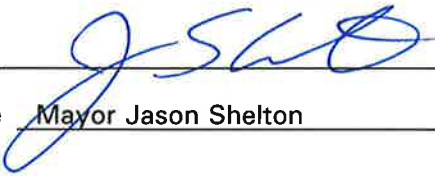
You are hereby notified that your BID has been accepted for items in the amount of \$ 572,353.25.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 4th day of November 2020.

CITY OF TUPELO
Owner


By 
Title Mayor Jason Shelton

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By PARSONS EARTHWORKS, INC.

this 4th day of November, 2020.

By 

Title Dora Parsons, President

CONTRACT AGREEMENT

This Agreement, made this the 4th day of November, 2020, by and between PARSONS EARTHWORKS, INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated SEPTEMBER 2020 and Construction Plans entitled EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK Sheets 1 through 15, dated SEPTEMBER 2020, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Five Hundred and Seventy-Two Thousand, Three Hundred and Fifty-Three 25/100----- Dollars (\$572,353.25-----) being the amount of the accepted proposal for EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 50 working days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the

Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

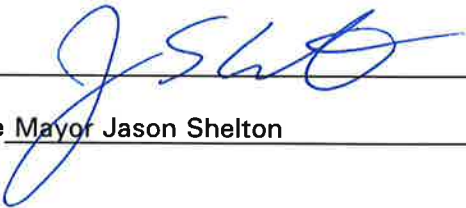
Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.


OWNER: CITY OF TUPELO

CONTRACTOR: PARSONS EARTHWORKS, INC.

By 
Title Mayor Jason Shelton

By 
Title Dora Parsons, President

ATTEST: 
Title Kim Hanna, Chief Financial Officer

ATTEST: 
Title Danny Parsons, VP

NOTICE TO PROCEED

TO: PARSONS EARTHWORKS, INC. DATE: _____
493 CR 169, IUKA, MS 38852

Project: EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK

You are hereby notified to commence WORK in accordance with the Agreement dated November 4, 2020, on or before _____, 20____, and you are to complete the WORK within 50 working days thereafter.

*Please do not
Date. We will
Date @ the
Re-Conf.*

CITY OF TUPELO
Owner
By J. Shelton
Title Mayor Jason Shelton

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By PARSONS EARTHWORKS, INC.

this ____ day of _____, 20__.

By Dora Parsons

Title Dora Parsons, President

Bond No. GRMS48220

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

PARSONS EARTHWORKS, INC.

(Name of Contractor)

493 CR 169, IUKA, MS 38852

(Address of Contractor)

a _____ Corporation
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and _____ Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

hereinafter called OWNER, in the penal sum of Five Hundred and Seventy-Two Thousand,
Three Hundred and Fifty-Three 25/100----- Dollars
(\$572,353.25-----) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the 4th day of November, 2020,
a copy of which is hereto attached and made a part hereof for the construction of:

EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,
SUBCONTRACTORS, and corporations furnishing materials for performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal
and coke, repairs on machinery, equipment and tools, consumed or used in connection with
the construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation
shall be void; otherwise to remain in full force and effect.

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Performance Bond

2020.09.23

Page 1 of 2

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.


IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 4th day of November, 2020.

ATTEST:



(Principal) Secretary

(SEAL) _____

PARSONS EARTHWORKS, INC.
Principal
BY 

Dora Parsons, President

493 CR 169, IUKA, MS 38852
(Address)

ATTEST:

(SEAL)




(Witness to Surety)

PO Box 381708
(Address)

Memphis, TN 38183-1708

Granite Re, Inc.
(Surety)

BY 

Attorney-in-Fact Cooper W. Permenter #10149093

PO Box 381708
(Address)

Memphis, TN 38183-1708

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Bond No. GRMS48220

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

PARSONS EARTHWORKS, INC.

(Name of Contractor)

493 CR 169, IUKA, MS 38852

(Address of Contractor)

a _____ Corporation
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and _____ Granite Re, Inc.
(Name of Surety)
14001 Quailbrook Drive, Oklahoma City, OK 73134
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO

(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804

(Address of Owner)

hereinafter called OWNER, in the penal sum of Five Hundred and Seventy-Two Thousand, Three Hundred and Fifty-Three 25/100----- Dollars
(\$ 572,353.25-----) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 4th day of November, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

EASON BRIDGE BANK STABILIZATION AT KINGS AND TOWN CREEK

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

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Payment Bond

2020.09.23


Page 1 of 2

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each (Number) one of which shall be deemed an original, this the 4th day of November, 2020.

ATTEST:



(Principal) Secretary

(SEAL) _____

PARSONS EARTHWORKS, INC.
Principal

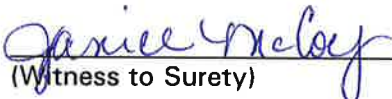
BY 

Dora Parsons, President

493 CR 169, IUKA, MS 38852
(Address)

ATTEST:

(SEAL)




(Witness to Surety)

PO Box 381708
(Address)

Memphis, TN 38183-1708

Granite Re, Inc.
(Surety)

BY 

Attorney-in-Fact Cooper W. Permenter #10149093

PO Box 381708
(Address)

Memphis, TN 38183-1708

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

RIC STALLINGS; RICHARD L. POWELL; JOSEPH MADDEN III; MARK E. HARRIS; TONA HUNTER; W.W. JONES II; KEITH W. BROWN; COOPER W. PERMENTER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

RIC STALLINGS; RICHARD L. POWELL; JOSEPH MADDEN III; MARK E. HARRIS; TONA HUNTER; W.W. JONES II; KEITH W. BROWN; COOPER W. PERMENTER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.



Handwritten signature of Kenneth D. Whittington over a horizontal line.

Kenneth D. Whittington, President

Handwritten signature of Kyle P. McDonald over a horizontal line.

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.



Handwritten signature of Kathleen E. Carlson over a horizontal line.

Notary Public

My Commission Expires:
August 8, 2021
Commission #: 01013257

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 4th day of November, 2020.



Handwritten signature of Kyle P. McDonald over a horizontal line.

Kyle P. McDonald, Secretary/Treasurer

APPENDIX L



PARSEAR-CL

AMURRAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/24/2020

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).

PRODUCER Harris, Madden, Powell, Stallings & Brown, Inc. PO Box 381708 Memphis, TN 38183-1708	CONTACT NAME: Ashley Murray		
	PHONE (A/C, No, Ext): (901) 316-1019	FAX (A/C, No): (901) 853-9943	
	E-MAIL ADDRESS: amurray@hmpins.com		
INSURED Parsons Earthworks, Inc. 493 CR 169 Iuka, MS 38852	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Brierfield Insurance Company		10993
	INSURER B: FCCI Insurance Company		10178
	INSURER C: FFVA MUTUAL		
	INSURER D: Hanover Insurance Company		22292
	INSURER E: Mid Continent Casualty Company		23418
	INSURER F:		

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 SUBR INSD 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:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CPP100062907	11/1/2020	11/1/2021	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CA100062908	11/1/2020	11/1/2021	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	UMB100062909	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000
						AGGREGATE \$ 1,000,000
						\$
C	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 <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	WC84000251022020A	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Builders Risk		IH5H437965	11/24/2020	11/24/2021	Scope of Work 572,354
E	Owners & Contractors		04OCP001006059	11/24/2020	11/24/2021	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Eason Bridge Bank Stabilization at Kings and Town Creek;

Certificate Holder as Owner and Cook Coggin Engineers as Architect/Engineer are Additional Insureds for General Liability, including Ongoing and Completed Operations, Auto Liability, Umbrella Liability and Owners Contractors Protective Liability with respect to insured's work as required by contract. Coverage indicated is primary and noncontributory to any coverage carried by or on behalf of Certificate Holder where required by contract. Insurers agree to waive all rights of subrogation where required by contract. Umbrella follows form. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

City of Tupelo
71 E Troy St
Tupelo, MS 38804

CANCELLATION

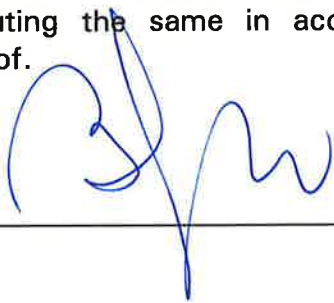
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Boyer W. Pennington

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, BEN LOGAN, the duly authorized and acting legal representative of the CITY OF TUPELO, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.



Date: 17 DEC 20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 	CANCELLATION 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

INDEX TO GENERAL CONDITIONS

<u>Article</u>	<u>Title</u>
1	Definitions
2	Preliminary Matters
3	Correlation, Interpretation and Intent of Contract Documents
4	Availability of Lands and Subsurface Conditions
5	Bonds and Insurance
6	Contractor's Responsibilities
7	Work by Others
8	Owner's Responsibilities
9	Engineer's Status During Construction
10	Changes in the Work
11	Change of Contract Price
12	Change of the Contract Time
13	Guaranty
14	Payments and Completion
15	Suspension of Work and Termination
16	Miscellaneous
17	Arbitration

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the Engineer of the Work as being in substantial conformance with the Contract Documents and recommendation to the Owner for final inspection.

Final Acceptance: Acceptance by the Owner of the Work as being fully complete in accordance with the Contract Documents (subject to waiver of claims) and final payment made.

Agreement: The written agreement between the Owner and the Contractor covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

Application for Payment: The form furnished by the Engineer which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments heretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bonds: Bid, Performance and Payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Contract Agreement, Addenda, Information for Bidders, Bid, Bonds, Notice of Award, these General Conditions, Supplementary General Conditions, Specifications, Drawings and Modifications, and Notice to Proceed.

Contract Price: The total moneys payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar or working days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the Contract Documents on behalf of the Owner's governing body.

Contractor: The person, firm or corporation with whom the Owner has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The construction plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

Engineer: The person, firm or corporation named as such in the Contract Documents.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the Engineer in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the Engineer pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice to Proceed: A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

Owner: The public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Project: The entire construction to be performed as provided in the Contract Documents.

Project Representative: An authorized representative of the Engineer assigned to observe the Work performed and materials furnished by the Contractor or such other person as may be appointed by the Owner as his representative.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, brochures, performance charts, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work. This will include general specifications and item (technical) specifications.

Standards: The following words, symbols, letters, or abbreviations shall be deemed to have the following meaning and shall refer to the latest current revision of said standard or specification applicable in effect of the date of opening bids:

AASHTO - American Association of State Highway and Transportation Officials
 ACI - American Concrete Institute
 AIA - American Insurance Association (formerly National Board of Fire Underwriters
 ANSI - American National Standards Institute
 ASME - American Society of Mechanical Engineers
 ASTM - American Society for Testing Materials
 AWWA - American Water Works Association
 NEMA - National Electrical Manufacturer's Association
 NEC - National Electrical Code

Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by written notice by the Engineer at which time the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purpose for which it is intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.9. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the Contractor and which engages to be responsible for the Contractor and his acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notice required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm

or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the Owner under this Contract shall be delivered to the Owner through the Engineer.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible, responsive Bidder. No Notice of Award will be given until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms.

Execution of Agreement:

2.2 At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by Contractor to the Owner within 15 days of receipt by the Contractor.

Forfeiture of Bid Security:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the Owner to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representations:

2.4 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, easements and rights-of-way obtained, adjacent properties upon which easements have not been obtained, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied the Drawings and Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with

the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time:

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed.

Starting the Project:

2.6 Contractor shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run.

Before Starting Construction:

2.7 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover.

Schedule of Completion:

2.8 Within 10 days after delivery of the Notice to Proceed by Owner to Contractor, Contractor shall submit to Engineer for review, an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. The Engineer shall approve this schedule or require revisions thereto within 14 days of its submittal.

2.9 After delivery of the executed Agreement by Owner to Contractor, but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the Owner or his representative, Engineer, Project Representatives, Contractor and his superintendent.

Qualification of Subcontractors Materialmen and Suppliers:

2.10 Within 14 days after award of Contract, the Contractor will submit to the Owner and the Engineer for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within 30 days after receiving the list, the Engineer will notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any Subcontractor,

person or organization on such list. The failure of the Owner or the Engineer to make objection to any Subcontractor, person or organization on the list within thirty days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

2.11 If, prior to the Notice of Award, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award may submit an acceptable substitute without an increase in his Bid price.

ARTICLE 3: CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Engineer and Owner through the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Addenda, General Specifications, Item (Technical) Specifications, Drawings, Information for Bidders, Supplemental General Conditions, and General Conditions.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The specifications division are not delineated by trade or by subcontract. Items specified under one division of the specifications shall be furnished, installed and connected as though recited in each division of the specifications.

3.6 The Work of all trades under this Contract shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.7 The Contractor shall be responsible for making the construction of habitable structures under this Contract rainproof, and for making equipment and utility installations properly perform the specified function.

3.8 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.9 Brand names where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the Engineer, as the material or product so specified. Proposed equivalent items must be approved by Engineer before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", or "or equivalent", the Contractor shall use the brand specified.)

ARTICLE 4 - AVAILABILITY OF LANDS AND SUBSURFACE CONDITIONS

Availability of Lands:

4.1 The Owner will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the Contractor's convenience other than as set forth in easements obtained by the Owner shall be the responsibility of the Contractor. The Contractor will provide for

additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The Owner will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered from an investigation of the site. Failure by the Contractor to acquaint himself with the project site will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

ARTICLE 5 - BONDS AND INSURANCE

Bonds:

5.1 The Contractor shall within 15 days after the receipt of the Notice of Award furnish the Owner with a performance bond and payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall, within 15 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments of the Contract price shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

Contractor's Liability Insurance:

5.2 At all times applicable to this Agreement, Contractor shall procure and maintain, at it's sole expense as a minimum the insurance as listed in 5.5 below. Owner does not represent that insurance coverage and limits listed will be adequate to protect Contractor or Contractor's interests. Insurance shall be obtained from companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. The Contractor shall submit to the Owner, prior to the commencement of the Work, a completed, duly executed and authorized Certificate of Insurance as evidence that the insurance requirements set forth are in full force and effect. Policies providing such coverage shall contain provisions that no cancellation or material changes in the policies shall become effective except on 15 days' advance written notice thereof to the Owner.

5.3 Contractor agrees to require that all policies of insurance which are in any way related to the Work and that are secured and maintained by Contractor or any Subcontractor or Sub-subcontractor will include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against owner. Furthermore, Contractor waives and shall cause any Subcontractor or Sub-subcontractor to waive all rights of recovery against Owner, which Contractor or any Subcontractor or Sub-subcontractor may have or acquire because of deductible clauses in, or inadequacy of, limits of any policies of insurance maintained by Contractor. All such policies except for the Worker's Compensation and Employer's Liability insurance, and the Professional/Errors and Omissions coverage insurance, shall designate Owner and Engineer as additional insured/certificate holder.

5.4 Contractor shall cause any Subcontractor or Sub-subcontractor to obtain and maintain insurance consistent with the provisions of this Article and submit an appropriate Certificate of Insurance prior to commencement of any Work.

5.5 SCHEDULE OF INSURANCE

5.5.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance, endorsed to provide coverage for: Contractual Liability, particularly the applicable provisions of the indemnity sections of this Agreement; explosion, collapse or structural injury to property of others including underground utility facilities; and Contractor's Protective Liability (if subcontracting is authorized), and Products and Completed Operations (for a minimum of three years discovery period after acceptance of the Work.)

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

5.5.2 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Commercial Automobile Insurance which shall include coverage for all owned, non-owned and hired vehicles.

Combined Single Limit \$1,000,000 Each Accident

5.5.3 UMBRELLA LIABILITY INSURANCE

Umbrella Liability Insurance with limits of at least \$1,000,000 per occurrence for bodily injury or property damage in excess of the limits afforded for Commercial General Liability, Commercial Automobile Liability and Employer's Liability.

5.5.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor agrees to comply with Worker's Compensation laws of the state where the Work is performed and maintain a Worker's Compensation and Employer's Liability policy which shall cover all of Contractor's employees engaged in the Work. This policy shall be endorsed to provide: Other states endorsement, voluntary compensation coverage and occupational disease. If the Work is to be performed on or near navigable waters, the policy shall include United States Longshoreman's and Harbor Workers coverage.

Worker's Compensation – Statutory

Employer's Liability – \$1,000,000 Each Accident

\$1,000,000 Disease – Each Employee

\$1,000,000 Disease – Policy Limit

5.5.5 BUILDERS RISK INSURANCE

The Contractor shall maintain property insurance to fully cover the insurable portion of the project for the benefit of the Owner.

5.5.6 PROFESSIONAL/ERRORS AND OMISSIONS COVERAGE

If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

Insurance shall provide a minimum of \$1,000,000 of coverage per claim.

5.5.7 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY (OCP)

The Contractor shall maintain an OCP policy with the Owner as Named Insured, with the Engineer named as Additional Insured and Certificate Holder, in a combined single limit of not less than \$1,000,000. This policy is to remain in effect until completion and acceptance of the entire project.

Cancellation

5.6 If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

Please refer to the "SAMPLE" CERTIFICATE OF LIABILITY INSURANCE form that precedes this section.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES**Supervision and Superintendence:**

6.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, procedures and safety of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

Labor, Materials and Equipment:

6.2 The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials

shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.6 Stored Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

6.7 Inspection and testing of all materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

6.7.1 The Owner shall provide all inspection and testing services not required by the Contract Documents. The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

6.7.2 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give them timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

6.7.3 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

6.8 Plans are drawn and the Specifications are written naming certain brands of specialized equipment or products. Brand names so cited are cited for the purpose of establishing the quality desired.

6.8.1 The brands of items of equipment listed in these specifications are hereby designated to be the basic brands. Bidders shall submit a price for furnishing and installing the lowest quoted basic brand or approved alternate brand of each major product or equipment items in the base bid.

6.8.2 As the Owner is interested in obtaining the lowest practical cost and encouraging competition, a price may be offered based on any alternate brand which the bidder determines to be equal to the basic brand. Bidder shall clearly identify the alternate brand for each item proposed as an equal for the basic brand item on the Bid Form. The Owner will approve alternate brands offered by the Bidder provided the alternate item is determined by the Owner to be equal to the

basic item specified. If no basic or alternate brands are identified then the bid is presumed to be based on the basic brands.

Owner will evaluate alternate brands offered and may accept any, all or none of the items prior to executing the contract agreement.

6.8.3 A complete set of supporting data shall be submitted with the bid for each alternate item to support the claim that it is equal to basic brand. Sufficient data, including horsepower or energy requirements, performance, operation and maintenance, manpower and supply requirements shall be submitted in order for the Owner to evaluate the equality of the offered product or equipment. Any variance with the specifications shall be listed and failure to do so may be grounds for rejection of the alternate item. Bids submitted based on incorporating alternative products or equipment without providing the supporting data as set out will be deemed non-responsive.

6.8.4 Submittals shall include complete design calculations including the effect substituted equipment or materials will have on all affected system processes. If the proposed substituted equipment or materials will require a change in any buildings, structures, piping, controls, work, etc., the submittal shall include detailed sketches and specifications of the necessary changes. Submittals shall also include an up-to-date list of at least five present users of the proposed items including names, addresses, and present municipal users of the proposed items including names, addresses and telephone numbers. The submission of insufficient data to determine equality as set out herein shall be sufficient grounds for rejection of the alternate item and the bid being deemed non-responsive.

6.8.5 The cost of any change in structure, locations, connections, etc., necessary for any alternate brand accepted shall be borne by the Contractor, as well as the cost of revision of the Drawings and Specifications.

6.8.6 No alternate equipment or materials will be considered unless the Manufacturer offers documented proof that the alternate items have been in general usage in similar applications for at least the two preceding years.

6.8.7 Submittals will be compared for equality by evaluating the life cycle cost including cost of modifications and redesign, the compatibility of the item offered with other items, the service experience record of the manufacturers or suppliers in attending to requests for repairs/parts by Owner and reliability of offered items in performing intended functions. Where the offeror does not have a two year experience record, substitute items may be considered provided the offeror furnishes a five year bond which guarantees replacement of the item in the event of failure as judged by the Engineer, in an amount equal to purchase price plus the actual cost of removal and re-installation.

6.8.8 The determination as to whether or not such alternates are acceptable shall rest solely with the Owner.

6.8.9 Approval by the Owner of alternate equipment or materials shall in no way serve as a guarantee that the equipment or materials will meet the performance and construction requirements as specified herein, and shall not relieve the Contractor from any responsibility or requirements under the contract. It shall be the Contractor's responsibility to produce an efficient product.

6.8.10 Delay caused by obtaining approvals for alternate products, materials or equipment will not be considered justifiable grounds for an extension of Contract Time.

6.8.11 Should any work or materials, equipment or products not conform with requirements of the Contract Documents or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

6.8.12 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

Materials, Equipment, Products, and Substitutions:

6.9 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the Engineer a list of proposed materials, equipment or products, together with such samples as may be necessary for the Engineer to determine their acceptability and obtain the Engineer's approval. No request for payment for substitute materials, equipment or product will be approved until this list has been received and approved by the Owner.

Concerning Subcontractors:

6.10 The Contractor will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.11 (whether initially or as a substitute) against whom the Owner or the Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

6.11 The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the Application of Payment.

6.12 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.13 The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

6.14 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

6.15 The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

6.15.1 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

6.15.2 The Owner or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

6.15.3 Notwithstanding 6.15.2 above, if in the opinion of the Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

6.15.4 The Contractor shall not award work to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Patent Fees and Royalties:

6.16 The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.17 The Contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, the Contractor shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

Permits:

6.18 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses.

Electric Power and Lighting:

6.19 Electrical power as required during construction shall be provided by the Contractor at the Contractor's expense. Lighting shall be provided by the Contractor in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the Owner. The Contractor will also pay all public utility charges.

Laws and Regulations:

6.20 The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the WORK. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.21 Cost of all sales and other taxes for which the Contractor is liable under the Contract shall be included in the Contract Price stated by the Contractor.

Record Drawings:

6.22 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site.

6.22.1 The Engineer shall furnish the Contractor a set of Drawings and Specifications for the Contractor to record the details of and changes to the Work as the work progresses. The Contractor shall keep the Record Drawings current and shall not cover or conceal any Work until the required information has been recorded. Record Drawings are considered an integral part of the Work and the Work will not be deemed to be complete, on schedule or satisfactory until the Record Drawings are provided. The Contractor shall furnish Record Drawings to the Engineer prior to the submission of the final application for payment.

6.22.2 In addition to the location and limits of all unit priced and lump sum pay items, the following items shall be recorded on the Record Drawings:

1. Depths of various elements in relation to datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Location of internal appurtenances concealed in construction with reference to visible and accessible features of the work.
4. Field changes of dimension and detail.
5. Changes made by Modification.
6. Details not on original Contract Drawings.
7. Locations of plugged openings for future connections.

6.22.3 Specifications and Addenda shall be legibly marked up to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by Modification.
3. Other pertinent matters not originally specified.

Safety and Protection:

6.23 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.23.1 All employees on the Work and other persons who may be affected thereby,

6.23.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.23.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.24 The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

Emergencies:

6.25 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, within two days of the occurrence, and a Change Order may thereupon be issued covering the changes and deviations involved.

Shop Drawings, Samples and Other Submittals:

6.26 The Contractor shall submit to the Engineers, prior to the start of construction, detailed shop drawings and/or layouts of all manufactured or shop fabricated equipment, product samples and related information that he contemplates to furnish under this contract.

6.27 Shop Drawing / Sample Submittal Requirements

6.27.1 Shop drawings submitted to the Engineer shall bear the Contractor's stamp of approval certifying that they have been checked for conformance with the requirements of the contract documents. The Engineer will return any shop drawings submitted without this certification for re-submission. Shop drawings bearing the Contractor's certification which, in the Engineer's opinion are incomplete, contain numerous errors, have not been checked or only checked superficially, will be also be returned by the Engineer for re-submission.

6.27.2 Shop Drawings /Submittals must be complete, properly identified with the name of the project, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the project and to the specification division and/or page number and referenced to the construction drawing number or sheet for identification of each item. Shop drawings for

each type of work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. The sequential numbering system shall be used as the basis for maintaining a log suitable to tracking the submittal process.

6.27.3 Shop Drawings/Submittals shall be provided both printed on paper and in digital format (PDF) on CD.

6.27.4 Paper for printed copies shall be on standard paper. Text shall be on 8-1/2 inches x 11-inches. Drawings shall not be larger than 11-inches x 17-inches and shall be neatly folded to standard size. Printed copies shall be organized with a table of contents and bound in sections as appropriate and the sections shall be identified using indexed tabs. Provide seven (7) printed copies of each. The Engineer will retain three (3) copies, two (2) copies for the Engineer's use in the field and one (1) copy for the Owner's use. The balance of the copies provided will be returned to the Contractor.

6.27.5 Digital files shall be in Portable Document Format (PDF) and provided on CD. Filenames for PDFs shall be numbered sequentially as above for the submittal tracking process. Text shall be formatted for printing on 8-1/2 inches x 11-inches. Drawings shall be formatted for printing on 11-inches x 17-inches sheets. PDFs shall include a table of contents and be bookmarked the same as for indexed printed copies. Provide two (2) CDs of each.

6.27.6 With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

6.28 Shop Drawings shall consist of drawings, diagrams, illustrations, schedules, performances charts, brochures and other data, prepared for a portion of the work. Shop Drawings shall indicate the model numbers, options, type, size, quantity, arrangement, location, mode of operation, component materials and/or material certification, utility connections, wiring and control diagrams, anchorages, supports, performance and test data, factory-applied coatings, and any other information necessary to insure satisfactory fabrication, installation and operation of the completed project. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

6.29 The Contractor will also submit to the Engineer for review, with such promptness as to cause no delay in Work, Samples required by the Contract Documents. Samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.30 The Contractor shall thoroughly check all shop drawings for completeness and for compliance with the Contract Documents and shall verify all dimensions and field conditions and shall coordinate the shop drawings with the requirements of all other work related thereto, as required thereto, as required for proper and complete installation of the work. At the time of each submission, the Contractor will in writing state that the shop drawings are in conformance with the Drawings and Specifications or will call the Engineer's attention to any deviations that the Shop Drawings or Sample may have from the requirements of the Contract Documents.

6.31 Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Engineer deems to be a minor adjustment in the interest of the Owner not involving a change in contract price or extension of time, the Engineer may review and return the drawing but the Engineer's review will be made with the understanding that it does not involve any change in the contract price or time and that it is subject generally to all contract stipulations and covenants.

6.32 The Engineer will review with reasonable promptness Shop Drawings and Samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new Samples until the review is satisfactory to the Engineer. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions. The Contractor's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

6.33 In the event a third submittal of Shop Drawings is required, due to previous submittals of incomplete or incorrect Shop Drawings not in accordance with the Drawings and Specifications, the Contractor will be charged the cost incurred by the Engineer for the review of the third and all subsequent submittal reviews. The Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

6.34 If a shop drawing involves a change in structures, connections, etc., then the cost of changing structures, connections, etc., as well as plans and specifications to accommodate the item shall be borne by the Contractor. The Owner will impose a set-off against payments due to Contractor to secure reimbursement for such charges unless the need for such change is beyond the control of Contractor.

6.35 No work requiring Shop Drawing or Sample submission shall be commenced until the submission has been reviewed by the Engineer. A copy of each Shop Drawing and each Sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6.36 The Engineer's review of Shop Drawings or Samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents nor shall any review by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

Cleaning Up:

6.37 Site. The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the Owner, the Contractor shall remove all surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the Owner is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work to substantially the same condition as existed prior to the work; and shall leave the whole in a neat and presentable condition.

6.38 Structures. Clean-up operations shall consistently be carried on by the Contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the structure and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The Contractor shall do the following special cleaning for all trades upon completion of the Work:

6.38.1 Remove putty stains and paint from and wash and polish all glass.

6.38.2 Remove all marks, stains, and other soil and dirt from finished concrete, painted, stained and decorated work.

6.38.3 Remove all temporary protections and clean and polish floors in buildings.

6.38.4 Clean and polish all hardware.

6.39 Withholding Payment. Cleaning up is considered to be an integral, important and necessary function of each item of work. Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections. When the clean-up and/or corrections are performed, payment shall be made for amounts withheld.

6.40 General. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

Public Convenience and Safety:

6.41 The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The Contractor shall, at all times, maintain proper access to the dwellings and/or businesses located on the private properties adjacent to the Project as required by, and in compliance with, the utility and construction easements acquired from the owners of said properties.

Sanitary Provisions:

6.42 The Contractor shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.43 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner and the Engineer from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner and the Engineer for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner and Engineer in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Responsibility for Connecting to Existing Work:

6.44 It shall be the express responsibility of the Contractor to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.45 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the owners thereof. The Owner will be responsible for obtaining permits necessary for the work.

6.46 The Contractor, at his own expense, shall be required to maintain the streets and thoroughfares disturbed in a passable condition providing means of ingress and egress to persons residing and/or by the Work, conducting business thereon specifically, but not by way of limitation, the Contractor shall maintain proper access to the dwellings and/or businesses located on the property adjacent to the Project at all times during the Project as is provided in the utility and construction easements obtained from the owners of said adjacent property.

6.46.1 The Contractor shall provide additional earth backfill or additional surfacing materials for excavation and/or trenches in streets or thoroughfares, if and when the shrinkage sets in, and shall shape and re-shape and grade and re-grade as, in the opinion of the Engineer, is necessary to maintain all thoroughfares disturbed in good condition from the time of initial excavation to the date of final acceptance. In general, the Contractor shall not be required to construct or maintain detours, or to maintain streets disturbed beyond the date of final acceptance of the work.

6.46.2 The Contractor shall provide facilities on a 24 hour, 7 day basis for pulling out vehicles bogged down due to his operations.

6.46.3 At all times, while the work is in progress the Contractor shall take precautions for the protection of all public by placing and maintaining adequate flagmen, barricades, red flags and/or lights, at locations where streets and public thoroughfares have been disturbed by excavations.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.47 The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables,

conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected. The Contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.47.1 The Contractor's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.47.2 The Contractor shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Public Convenience and Premises:

6.48 Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and shall not unnecessarily encumber any part of site.

6.48.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.48.2 Contractor shall arrange and cooperate with the Owner in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

Protection of Existing Property Improvements:

6.49 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract at the Contractor's expense.

6.49.1 The existence of, and location of some of the known utilities and obstructions are indicated on the plans but are not guaranteed. The Contractor

shall, in addition to the requirements provided in Section 6.47, make sufficient investigation and inspections, at the site of the work, to enable him to determine the existence of and exact nature and location of all such drainage structures, underground and overhead obstructions, fences, and public and private utilities that will be disturbed in the prosecution of the work. The Contractor shall repair or replace such utilities and improvements which are damaged by his operations so as to function properly, at his own expense and in a manner and condition equal to that of such utilities and improvements prior to damage. Fences which must be crossed shall be repaired to an "as was" condition.

6.50 Fuel, Energy and Water. The Contractor shall furnish all fuels, electric power and other energies, water and other consumables used in the prosecution of the work including temporary heat to prevent injury from dampness and cold and testing and trial operations until in the opinion of the Engineer, the work or a part thereof, is Substantially Complete and in use by the Owner, at which time the Owner will begin paying power bills for that part. Arrangements shall be made in advance of need with the utilities involved.

6.51 Flood Protection. The Contractor shall assume complete responsibility for construction and protection of work and property from flood damage in flood prone areas.

ARTICLE 7 - WORK BY OTHERS

7.1 The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the Contractor's work depends for proper execution or results upon the work of any such other contractor (or the Owner), the Contractor will promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The Contractor will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

7.4 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.5 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other Contractors interfere with his operations, the Contractor shall notify the Engineer immediately. Lack of such notice to the Engineer will be construed as acceptance by the Contractor of the status of the work of other contractors as being satisfactory for proper coordination of his own Work.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 The Owner will issue all communications to the Contractor through the Engineer.

8.2 The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 The Engineer shall be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

9.1.1 Except as may be otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the Project is located.

Visits to Site:

9.2 The Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the

Work. His efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of contractors.

9.2.1 The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all of the work. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

Clarifications and Interpretations:

9.3 The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.4 Reference Points. The Engineer shall furnish and establish base lines for locating the principal component parts of the project together with a suitable number of bench marks adjacent to the project.

9.4.1 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of replacement.

Rejecting Defective Work:

9.5 The Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to, or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

9.5.1 If any work is covered, contrary to the instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense. If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in questions, furnishing all necessary labor, materials, tools, and equipment.

Project Representatives:

9.6 The Engineer will provide observation sufficient to ascertain if construction is in substantial compliance with the design intent of the Drawings and Specifications.

Decisions on Disagreements:

9.7 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for a decision which he shall render in writing within a reasonable time.

Limitations on Engineer's Responsibilities

9.8 Neither the Engineer's authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.

9.9 The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

9.11 The Engineers' construction engineering services do not include any administration of jobsite safety which is the sole responsibility of the Contractor. Any reference to safety in the Contract Documents shall not create any duty of jobsite safety administration or oversight by the Engineers.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the

Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the Contractor indicates his agreement therewith.

10.2 The Engineer may, in writing, authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents.

10.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.25.

10.4 The Owner will execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided in paragraph 10.1, and Work performed in an emergency as provided in paragraph 6.25 and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Engineer and the Owner.

10.5 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner if requested.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price.

11.2 The Owner may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the contract, including but not limited to changes:

- (1) in the specifications (including drawings and designs);
- (2) in the method or manner of performance of the work;
- (3) in the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) directing acceleration in the performance of the work.

11.2.1 Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment hereunder.

11.2.2 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work (hereinafter the "Cost of the Work") plus a fixed amount to be agreed upon to cover the cost of general overhead and profit (hereinafter the "Contractor's Fee").

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs may include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner in writing.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work.

11.4.2.1 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine with the advice of Engineer, which Bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of Work shall be determined in

accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.5 The Term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of Contractor's officers, executives principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of Contractor's principal and branch offices other than his office at the site.

11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.1).

11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.6 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be a mutually acceptable firm fixed price; or, if none can be agreed upon, a mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, the Contractor will submit in a form prescribed by Engineer an itemized cost breakdown together with supporting data.

11.9 Claims For Delay Due To Change: No claim for delay damages will be allowed the Contractor on account of change orders executed by him. In support of this stipulation the following language will be set out on the face of each change order:

"It is further understood and agreed that this modification constitutes payment 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, for all delays related thereto, and for performance of the changes within the time frame stated."

11.10 Allowances: It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers or Subcontractors and for such sums within the limit of the allowances as the Engineer may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.10.1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.10.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.10.3 Whenever the cost, as described in 11.10.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may be changed only by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within 10 days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefor as provided in paragraph

12.1

12.3. Such delays may include, but not be restricted to, acts or neglect by any other contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after written demand for such Drawings and not then unless such claim be reasonable.

ARTICLE 13 - GUARANTEE

13.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. Where equipment is required to have a longer guarantee time period by other section of these specifications, such longer guarantee time period shall govern. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Payment Bond and Performance Bond shall remain in full force and effect through the guarantee period.

13.2 Neither the final payment nor any provision in the Contract nor partial or entire use of the facilities by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

ARTICLE 14 - PAYMENTS AND COMPLETION

Payments to Contractor:

14.1 At least 10 days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer an Application for Payment filled out and signed by the Contractor covering the Work performed during the period covered by the Application for Payment and supported by such data as the

Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or in an approved location, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Owner may retain 5 percent of the amount of each payment until the work is at least 50 percent complete, on schedule and satisfactory in the Engineer's opinion, at which time 50 percent of the retainage held to date shall be returned to the Contractor for distribution to the appropriate subcontractors and suppliers. Future retainage shall be withheld at the rate of 2-1/2 percent. On completion and acceptance of a part of the Work on which the priced is stated separately in the Contract Documents, payment may be made in full, including retainage percentages, less authorized deductions. The Owner may reinstate up to 5 percent withholding if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Approval of Payments:

14.3 The Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing his recommendation for payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will, within 21 days of presentation to him of an Application for Payment, pay the Contractor the amount recommended by the Engineer.

14.4 The Engineer's recommendation for payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a

functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount requested. However, by recommending such payment the Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the Owner free and clear of any liens.

14.5 The Contractor shall make the following certifications on each request for payment (Partial Payment Estimate):

14.5.1 I hereby certify that the work covered by this request for payment has been completed in accordance with the Contract Documents and that the labor and materials listed hereon have been used in the construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and that payment received from the last request for payment has been used to make payments to all first tier Subcontractors and Suppliers except as listed below.

14.6 The Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection of tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is requested cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The Owner has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required.

14.6.7 Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.6.8 Of liquidated damages payable by the Contractor, or

14.6.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.8 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

14.9 Upon completion and acceptance of the Work, the Engineer will issue a certificate that the work is in substantial conformance with Contract Documents, recommending Final Acceptance by the Owner and Final Payment. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within 30 days of Final Acceptance of the Work.

14.10 The Contractor will indemnify and save the Owner and the Engineer harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contract Price a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

14.11 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

14.11.1 The Contractor will proceed with the work at such rate of progress to insure full completion for Acceptance within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

14.11.2 If the Contractor should fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day or working day (as specified) that the Contractor shall be in default after the time stipulated in the contract documents.

14.11.3 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer:

14.11.3.1 To any preference, priority or allocation order duly issued by Owner.

14.11.3.2 To unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, abnormal floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

14.11.3.3 To any delays of Subcontractors occasioned by any of the causes specified in the above paragraphs.

14.11.4 Requests by the Contractor for time extensions due to abnormally bad weather shall also consider time gained due to abnormally good weather during the contract period.

Acceptance of Final Payment as Release:

14.12 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any

obligations under the Contract Documents or the Payment Bond and Performance Bond.

Final payment to the Contractor by the Owner shall not be made until the Contractor has obtained written consent from the Surety.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 The Owner may suspend the Work or a portion thereof by notice in writing to the Contractor. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12, provided the Contractor does not concur in the work suspension.

15.1.1 Should the Owner be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay with such determination to be set forth in writing.

Owner May Terminate:

15.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety 7 days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid

balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

15.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from liability.

15.4 Upon 7 days' written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.5 In the case of termination of this Contract before completion, for any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner. Should the Contractor not remove such equipment and supplies within 30 days, the Owner shall have the right to remove them at the expense of the Contractor. Equipment and supplies shall not be construed to include such items for which the Contractor has been paid in whole or in part.

ARTICLE 16 - MISCELLANEOUS

16.1 All Specifications, Drawings and copies thereof furnished by the Engineer shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

16.2 The successful Bidder shall be furnished 5 sets of construction plans and specifications for use in the work. Any other plans and specifications needed shall be supplied upon payment of the amount of plans as set out in the Advertisement for Bids.

16.3 The duties and obligations imposed by these General Conditions, and other Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by paragraph 13.1 and the rights and remedies available to Owner and Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.4 Should the Owner or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.5 The Contract Documents shall be governed by the law of the place of the Project.

16.6 Attorney Fees - In the event it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce any of its rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

ARTICLE 17 - ARBITRATION

17.1 All claims, disputes and other matters in question arising out of, or related to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration, if all parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award and rationale.

17.2 Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the ENGINEER. The request for arbitration shall be made within the 30-day period where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17.3 The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the OWNER in writing.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions shall take precedence over the General Conditions if there are conflicting statements between the two.

1. SPECIFICATIONS If referred to on the drawings or in the specifications, the "Mississippi Standard Specifications for State Aid Road and Bridge Construction", as issued by the "Office of State Aid Road Construction of the Mississippi Department of Transportation", Latest Edition, and any issued addenda, shall be made a part of these specifications as if attached hereto.

If referred to on the drawings or in the specifications, the "Mississippi Standard Specifications for Road and Bridge Construction", as issued by the "Mississippi Department of Transportation", Latest Edition, and any issued addenda, shall be made a part of these specifications as if attached hereto.

2. PAYMENTS TO SUBCONTRACTORS Each month, attached to the contractor's pay request, shall be certification verifying that payment has been made to his subcontractor's. Failure of the contractor to make payment to his subcontractors will result in a delay in payment to the contractor until this problem is remedied.

3. STORM WATER POLLUTION PREVENTION This item is addressed in the Instructions For Bidders section of these Contract Documents.

4. MAINTENANCE OF TRAFFIC It is the Contractor's responsibility to provide the required Maintenance of Traffic in and around the construction area for the protection of the public. Warning signs, barricades, cones, barrels, flagmen, etc., shall be used as needed and as required by the M.U.T.C.D., latest edition. There will be no separate payment for Maintenance of Traffic, as this is considered incidental to the work.

5. CONSTRUCTION STAKING Bench marks and control points are indicated on the plans. It is the responsibility of the Contractor to provide all construction staking required for the construction of this project in compliance with the plans and specifications.

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

MAINTENANCE OF TRAFFIC

The Contractor is solely responsible for all safety on and near the job site. The Contractor must comply with the "Manual on Uniform Traffic Control Devices" (MUTCD), and its current revisions, where applicable, during this entire contract.

The Contractor shall have a competent full-time Safety Officer to ensure that the requirements of the MUTCD and the contract provisions are maintained.

The Contractor shall at all times so conduct his work as to assure that the safety and convenience of the general public and the residents shall be provided for by the Contractor.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, safety codes, regulations, orders, and decrees; and shall protect and indemnify the Owner and the Engineers and their representatives against any claim or liability arising from or based on the violation of any such law, ordinance, safety code, regulation, order, or decree, whether by himself or his employees.

Maintenance of traffic will be paid for per Lump Sum, which price includes all materials, labor, necessary appurtenances, etc. for necessary maintenance of traffic.

MOBILIZATION

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. Mobilization shall consist of moving all labor, equipment, supplies, and incidentals to the project site and removing same after all the work under the contract has been completed. It shall also include all mobilization pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items.

PART 2: MATERIALS

(None)

PART 3: EXECUTION

3.01 COMPENSATION

- A. When five percent (5%) of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), fifty percent (50%) of the amount of the bid for mobilization, or five percent (5%) of the original contract amount, whichever is lesser, will be paid.
- B. When ten percent (10%) of the original contract amount is earned from other bid items (exclusive of those listed as dependent items), one hundred percent (100%) of the amount of the bid for mobilization, or ten percent (10%) of the original contract amount, whichever is lesser, will be paid.
- C. Upon completion of the work, payment of any amount of bid for mobilization that is outstanding will be paid.

3.02 BASIS OF PAYMENT

- A. Mobilization will be paid for at the contract lump sum price, which shall be full compensation for completing the work specified.

CLEARING AND GRUBBING

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. This item shall consist of the removal and satisfactory disposal of all concrete, reinforcing steel, trees, limbs, and stumps; all pole stubs, roots, vegetation, rubbish, saw-dust, or any other material within the limits of the work; and, the removal of any and all structures and/or obstructions, shown on the plans or encountered during construction, which interfere with construction; it shall also include the protection and preservation from injury or defacement of designated trees, shrubs or plants; all in accordance with the provisions and requirements of these specifications and as indicated on the plans.

PART 2: MATERIALS (NONE)

PART 3: EXECUTION

3.01 GENERAL

- A. When construction and work limits have been established, the Engineers will designate all trees, shrubs or plants to remain and these shall be carefully preserved by the Contractor. All clearing and grubbing shall be done a satisfactory distance ahead of excavation operations and grading will not be started until the area cleared and grubbed has been approved by the Engineers.

3.02 CLEARING

- A. All the surfaces of the work area shall be completely cleared of perishable or objectionable vegetable matter and other concrete and reinforcing steel obstruction, as herein defined, except such trees and shrubs which the Engineers designate to remain standing. All trees, brush and stumps within the limits of the project area to be cut, shall be cut sufficiently close to the ground to facilitate future mowing, except such trees and stumps that are to be grubbed, which may be cut to a convenient height for grubbing by bulldozer.
- B. The Contractor shall supply the location and assume all responsibility for the disposal of all cleared non-perishable debris.
- C. Cleared and Grubbed material is to be hauled to a rubbish disposal facility. No material is to be burned on or off-site per MDEQ permit
- D. If limb, bark or root injury should occur to any of the trees or shrubs designated to

remain, the Contractor shall smooth any rough edges on the scarred areas in accordance with generally accepted horticultural practice and then cover the scars thoroughly with an asphaltum base tree paint.

3.03 GRUBBING

- A. Within the area of the construction lines, where excavation is to be made or embankment is to be placed, all trees, stumps, roots and other objectionable matter shall be grubbed out or otherwise completely removed and disposed of as hereinbefore indicated.
- B. When so directed, areas outside the construction lines in marshes or swampy sections shall be cleared of trees and the stumps cut off flush with the ground or at water level.
- C. All stumps, holes, and depressions caused by the grubbing operations that are below the finished surface of the work area shall be back-filled to the level of the original ground and thoroughly compacted prior to the starting of grading operations.

3.04 OBSTRUCTIONS

- A. Every precaution shall be taken by the Contractor to preserve and protect all structures, fences, public and private utilities and improvements, above or below the ground, within the scope of the construction which are to remain.
- B. The Contractor shall raze, remove and satisfactorily dispose of all buildings, structures, old curbs and gutter, sidewalks, fences, land other obstructions any portion of which is on the right-of-way, except those items hereinbefore indicated.
- C. Unless otherwise specifically directed, the substructure of a bridge and all culverts and minor structures shall be razed to the level of the adjacent ground or low water level.
- D. All material which has a salvage value shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be piled by the Contractor at such places as may be designated. Disposal of unusable material shall be made in accordance with the disposal of debris, under Clearing.
- E. All concrete pavement, base course, sidewalks, curbs, gutters, etc., designated for removal, shall be broken into "one man" stones and all such material, which is in excess of the quantity specified or ordered for use in the work, shall be stockpiled at designated locations for use by the Owner or otherwise disposed of when so directed.

3.05 BASIS OF PAYMENT

A. Payment for all work required under this specification shall be included as part of the lump sum bid.

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BORROW MATERIAL

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The work covered by this section of the specifications consists of furnishing, hauling, placing and compacting borrow material on areas at this construction site as designated on the plans or as designated in the field by the engineer.

PART 2: MATERIALS

2.01 BORROW MATERIAL

- A. Borrow material required under this specification shall conform to the selected borrow material specified in the "Granular Materials" specification.

PART 3: CONSTRUCTION

3.01 CONSTRUCTION

- A. When required, the contractor shall furnish, haul, place and compact this material at the locations shown on the plans or designated by the engineer.
- B. The Subgrade directly beneath the borrow material shall be adequately compacted prior to the placement of the borrow material.
- C. The borrow material shall be adequately compacted to a firm, and unyielding layer. The borrow material shall be brought to within 2 percent of its optimum moisture content and compacted to 95 percent of its standard proctor density.
- D. When completed, the layer of borrow material shall be uniform, free of depressions and ruts and ready for erosion control measures.

PART 4: PAYMENT

4.01 PAYMENT

- A. When, in the opinion of the engineer, the borrow material has been properly placed, the borrow material will be paid for at the contract unit price bid per cubic yard PM, which price shall be full compensation for

furnishing the borrow material, hauling the material, placing the material at the proper location, adjusting the moisture content, and proper compaction of the material.

Payment shall be made under:

Borrow Material (PM).....per Cubic Yard

EROSION CONTROL

1. **SCOPE** This item provides for the planting and establishment of vegetation for the purpose of controlling erosion and for enhancing the aesthetic value and functional usefulness of the completed project. After acceptance of the finish grading, the entire new soil surfaces and abraded areas shall be prepared, fertilized, seeded and mulched with vegetative material, or erosion control fabric, or excelsior blanket, or solid sodded excepting areas otherwise noted on plans.

It shall be understood that the term "plant establishment" means that work necessary to supplement and improve natural conditions to the end that fully established healthy vegetation is provided. It shall also include the preserving, protecting and replacing and such other work as may be necessary to keep the turf or sod in a satisfactory condition.

The term "seasonably dormant" shall be understood to mean that during the summer or winter season, a particular species of plant does not normally produce growth, but that the roots have taken hold in the soil sufficiently to be capable of growing off at the end of the dormant period.

2. **LIMITATIONS** Normal erosion control establishment items will only be performed between March 1 and November 15. Mixture No. 1 will be used during the spring and summer months, March 1 to August 31, and Mixture No. 2 will be used during the fall and winter months, September 1 to November 15. The Contractor is with this forewarned that these are not arbitrary nor flexible dates and his adherence thereto is expected. At other times, temporary erosion control will be required.

3. **MATERIALS**

Fertilizers Fertilizers shall comply with the applicable fertilizer laws of the State. Combination fertilizer shall be "standard commercial products" and shall contain not less than 13% each Nitrogen, Phosphorous P 205 , and Potash K 20.

Agricultural limestone shall contain not less than 80% soluble of calcium and magnesium carbonate calculated as calcium carbonate on an oven dry basis. Agricultural limestone shall be of such a fineness that at least 80% will pass a U.S. Standard No.10 sieve ad 40% will pass a U.S. Standard No. 40 sieve.

Thirty-four percent ammonium nitrate fertilizer, a manufactured fertilizer, shall be a 34-0-0 grade containing a minimum of 34% total nitrogen, of which 17% shall be nitrate nitrogen and 17% shall be ammoniacal nitrogen.

Seed All seeds shall comply with the applicable seed laws of the State. The seeds shall be delivered in bags with certified tags or labels attached to each bag showing the name

(kind and variety), percent of germination and purity of the seed and the percent of obnoxious weeds and inert matter.

The requirements for germination and purity shall be as set out in the table below:

GERMINATION AND PURITY REQUIREMENTS

Name (Kind)	Name (Variety)	Percent Germination	Percent Purity
<u>Normal Conditions</u>			
Bermudagrass	Common	90	95
White Clover	Dutch	85	98
Crimson Clover	Dixie, Chief, Tibee, Autauga	85	98
Bahiagrass	Pensacola Wilmington	85	85
Fescue	Kentucky 31	95	80
Sericea Lespedeza		98	90
<u>Temporary Control</u>			
Wheat	Mixed	80	98

Approved grass seeds shall be treated with a disinfectant protectant containing active ingredient of not less than 50% Thiram (tetraethylthiuram disulfide). The use of other approved dry (dust) treatment type disinfectant protectant materials for grass seeds may be permitted when the Contractor has furnished satisfactory evidence that Thiram is not available. The treatment shall be performed at the rate specified and according to the directions shown on the container for treatment of grass seeds.

Approved legume seeds shall be treated with leguminous inoculant. The inoculants for treating leguminous seeds shall be standard, pure culture of nitrogen fixing bacteria. The seed shall be treated at the rate specified and according to the directions shown on the container of the inoculants and before the expiration date for use of the inoculant as also shown on the container.

Water

All water used shall be free from injurious quantities of oil, acid, alkali, or vegetative matter; reasonably clear; and shall not be brackish. If at any time water from any source shall become of unsatisfactory quality of insufficient quantity, the Contractor shall provide satisfactory water from some other source.

Vegetative Materials for Mulch

much shall be classed as follows:

The vegetative materials for

Type I - Approved baled straw of wheat, oat, rye grain or rice; or broomsage of Bahia grass (without seed heads), which have reached maturity prior to cutting.

Type II - Approved baled hay produced from Bermuda, Bahia, Fescue, Dallas Grass, any of the Lespedezas, or combinations thereof.

All of the above materials shall have been cured properly prior to bailing and shall be reasonably free from Johnson Grass and other obnoxious grasses and weeds. Vegetative material shall be reasonably bright in color, dry, and shall not be musty, moldy or of otherwise low quality.

Type I shall be furnished and used unless written permission to use Type II is obtained.

Asphalt Emulsion Mulch

Bituminous material for mulch shall be emulsified asphalt, Grade SS-1. Emulsified asphalt shall be homogeneous, showing no separation of asphalt (limits for settlement excepted) after thorough mixing, within 30 days after delivery. Emulsified asphalts which have been subjected to freezing temperatures while in storage shall be subjected to retest, and acceptance or rejection of the material shall be based on the results of such retest.

Erosion Control Fabric

Erosion Control fabric shall consist of knitted construction of Polypropylene yarn with uniform openings interwoven with strips of biodegradable paper. The fabric shall weigh approximately 0.2 pounds per square yard and shall be furnished in 5' to 10' wide rolls of 360' length. Metal staples for securing the erosion control fabric in place shall be fabricated from 11 gauge wire and shall be "U" shaped with a 1-inch crown and legs 6 inches in length. Moisture proof 4 to 6 mil opaque polyethylene bags for protection of the erosion control fabric prior to installation shall be provided.

Excelsior Blanket

The excelsior blanket shall consist of a machine-produced mat of interlocking wood excelsior with uniform thickness and the fiber evenly distributed over the entire area of the blanket. A fabric of either twisted paper cord, cotton cord or extruded plastic shall be applied to one side of the excelsior wood mat to hold the wood fibers in place. The stored blankets shall not be exposed to moisture prior to placing.

The blanket shall meet the following requirements:

Interlocking Wood Fibers	0.020" x 0.04" + 25%
50% must be 3 1/2" or longer	
Fabric Net	1 1/2" x 3 1/2" maximum mesh size
Roll Width	36" minimum

The staples shall be "U" shaped, made from 11 gage or heavier steel wire, width 1 or 2 inches at the throat and a minimum of 6 inches from top to bottom after bending.

Solid Sod

Furnish, transport and plant approved grass sod so as to provide a complete cover to solid sod turf with satisfactory growth on all areas shown on the plans or designated to be sodded solid. This work shall also include the accomplishment of plant establishment as required to assure satisfactory growth of the solid sod.

Unless otherwise specified, solid sod shall be bermudagrass (common), bahia or other approved sod species and shall be live, fresh, growing grass with at least 1 1/2 inches of soil adhering firmly to the roots when placed. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth, or which might affect its subsistence or harmless when transplanted. The sod shall be in blocks at least 8" x 8" free from ragged edges.

The source of solid sod shall be inspected and approved prior to harvest for use on the project. After approval, the area from which the solid sod is to be harvested shall be closely mowed and raked if deemed necessary to remove excessive top growth and debris.

4. CONSTRUCTION REQUIREMENTS

Ground Preparation

Plow or disk-harrow and thoroughly pulverize to a depth of 4" the areas immediately before the application of vegetative items. The prepared seedbed must be in reasonably close conformity with the established lines and grades without appreciable humps or depressions. Do not attempt to prepare the soil while it is wet or is in otherwise nontillable condition. When the soil is too dry to allow proper tillage, water will be added to insure a tillable condition.

Fertilizing

Furnish all approved equipment necessary to handle, store, uniformly spread and incorporate the specified application of fertilizers, including agricultural limestone. The amounts and types of fertilizers shall be applied and incorporated uniformly in accordance with the requirements for the various items of use. If the fertilizer is not spread in such a manner as to result in the ordered amount, the Contractor shall be required to furnish and spread the original amount and type of fertilizer specified on deficient areas, at no additional cost to the Owner.

In the event fertilizer is to be applied to existing vegetated grass areas, incorporation, unless otherwise specified, shall be accomplished immediately after the fertilizer application by reducing the existing vegetation to a height of approximately 4 inches above the ground, in lieu of other methods of incorporation. Under such conditions, all fertilizer, except agricultural limestone, shall be applied without the use of slurry, hydroseeder or other wet methods and such fertilizers shall be of the granular or pellet type.

All fertilizer shall be incorporated as required within 24 hours following the approved spreading, or as directed.

Seeding

Prepare and fertilize the soil prior to planting the seeds. Sow treated seed uniformly over the entire area. This may necessitate seeds of different size to be sown separately.

No seeding will be permitted during windy weather or when the ground is frozen, extremely wet, or otherwise in an non-tillable condition.

Cover all seeds lightly with soil by raking, rolling or other approved methods, and compact the area as directed.

Mulching

Place mulch uniformly on designated areas within 24 hours following the planting of seeds. Begin placement on the windward side of areas and from top of slopes. In its final position, the mulch shall be loose enough to allow air to circulate but compact enough to shade the ground partially and reduce erosion.

Loosen and break the base material thoroughly before it is fed into the mulching machine to avoid placement of unbroken clumps. This machine shall be capable of maintaining a constant air stream which will apply controlled quantities of asphalt coated mulch in a uniform pattern.

The mulch may be anchored by either the use of a mulch stabilizer or by tacking with bituminous material. If asphalt is used, a jet or spray nozzle for applying uniform, controlled amounts of asphalt to the vegetative material as it is ejected shall be located at or near the discharge spout. Any property damage during this operation shall be the responsibility of the Contractor and he will repair or cause to be repaired any such damage at his expense.

Mulch stabilizers shall consist of dull blades or disks without camber and approximately 20 inches in diameter. The disks shall be notched, shall be spaced at approximately 8-inch intervals, and shall be equipped with scrapers. The stabilizer shall weight approximately 1000-1200 pounds, shall have a working width of no more than eight feet, and shall be equipped with a ballast compartment so that, when necessary, weight can be increased.

If a mulch stabilizer is used, the mulch shall be punched into the soil for a minimum depth of one inch. Where steep slopes or soil conditions are such that anchoring cannot be performed satisfactory with a mulch stabilizer the Engineer will require the bituminous material be applied at the time or immediately following the mulch placement. When mulch stabilizers are used, anchoring the mulch shall be performed along the contour of the ground surface.

The Contractor shall be responsible for maintaining and protecting mulched areas until final acceptance of the project. He shall take every precaution to prevent unnecessary foot and vehicular traffic and shall repair and restore immediately, without extra compensation, any displacement of mulch.

At the appropriate times, the Contractor shall mow all areas mulched, or otherwise remove or destroy all undesirable growth, to prevent competition with the desired planted materials and to prevent reseeding of all undesirable growth.

Erosion Control Fabric

Erosion control fabric may be used in lieu of asphalt straw mulch, at the contractor's option. During the installation, the erosion control fabric shall be draped loosely over the seeded area. Prepare the area to be covered as a fine seed bed, fertilized, limed and seeded prior to installation of erosion control fabric. If the slope is greater than 3:1, apply fabric vertically with paper strips oriented parallel to the slope.

Dig a 4 inch deep check slot 1 foot back from the slope crown; fold, place and staple fabric every 9 inches in the check slot and cover with soil. Repeat check slot at the bottom of the slope. When 2 or more lengths of fabric are required to be installed side-by-side to cover an area, they shall overlap 4 inches (minimum). Fabric lengths installed end-to-end shall overlap 4 inches (minimum) with the upgrade section on top of the lower grade section.

Staple each length of fabric in three rows; each edge and the center with staples placed on 3 foot centers (maximum). Overlap ends shall be stapled on 9 inch centers across the fabric overlap.

Maintain and protect the erosion control fabric until final acceptance or until the fabric has served its useful life, whichever occurs first. Maintenance shall consist of repairs made necessary by erosion, wind, fire or any other cause until final acceptance. Following the restoration of damage areas under plant establishment requirements for applicable underlying items, the fabric shall be repaired or replaced to meet the original requirements and maintained until final acceptance as provided herein.

Excelsior Blanket

The area(s) to be covered shall be prepared, fertilized and vegetated as specified in accordance with the requirements of the contract before the blankets are placed. Immediately following the planting operations, the blankets shall be laid evenly, smoothly and in contact with the soil throughout and with the fabric net on top of the blankets. The asphalt-coated mulch should be omitted from all area(s) receiving the Excelsior Blankets.

For waterways, the blanket shall be unrolled in the direction of water flow. When 2 or more strips are required to cover a ditch area, the edge(s) of adjacent strip(s) shall overlap a minimum of 6 inches. In case a strip is to be spliced lengthwise, the ends of the strips shall overlap 6 inches minimum with the upgrade section on top.

When used on slopes the blankets may be placed either horizontally or vertically to the slope with the edges and ends of adjacent strips lapped a minimum of 6 inches with the upslope strip on top.

Each strip shall be stapled in 3 rows (each edge and the center) with staples spaced not more than 4 feet longitudinally. When using 2 strips overlapped, use a common row of staples on the strips securing the netting of each strip. All end strips shall be stapled at 1 foot intervals at the end. Staples shall be firmly embedded in the underlying soil.

The Contractor shall maintain and protect the Excelsior Blankets until final acceptance or until the Engineer has determined that the blanket has served its useful life, whichever occurs first.

Maintenance shall consist of repairs made necessary by erosion, wind, fire or any other cause until final acceptance. Following the restoration of damaged areas under plant establishment requirements for applicable underlying items, the blanket shall be repaired or replaced to meet the original requirements and maintained until final acceptance as provided herein.

Watering

Apply water in the amounts and at the times necessary to establish growth. Watering of plant life shall be done at night, during late afternoon or during the early morning hours.

Solid Sod Placement

Use approved mechanical devices, such as sod cutters, for cutting the sod into strips or blocks.

All sod in stacks shall be kept moist and protected from exposure to the wind, sun and from freezing prior to transplanting. In no event shall more than 3 days elapse between the cutting and planting of the sod.

Prior to ground preparation for solid sodding upon all excavating, shaping and dressing shall have been completed in such a manner that the foundation for the sod will have the proper cross-section, line and grade and the sod, after placement, will be flush with or slightly below the adjacent final ground line.

Perform ground preparation after the area has been graded as required. Apply the specified amount of fertilizer uniformly and rake or harrow the surface lightly to incorporate it into the prepared soil. After acceptance of the prepared and fertilizer area, sodding shall follow immediately.

Place the sod with the edges in close contact, starting at the lowest point and working upward. Fill cracks between blocks of sod with small pieces of fresh sod. Compact and water and entire sodding area.

On areas on which the solid sodding might slide due to the height and slope of the surface or nature of the soil, use wooden pegs to hold the sod in place.

5. TEMPORARY EROSION CONTROL

When normal erosion control measures must be delayed due to planting season limitations, temporary erosion control measures shall be applied. These shall consist of ground preparation, seeding with wheat, fertilizing, mulching and watering as herein specified. No limestone will be required for temporary control methods.

When the normal planting season arrives, the temporary control plant growth shall be cut and removed, the remaining roots disc-harrowed and the area treated with normal ground preparation procedures as herein specified. After this work, normal erosion control procedures will be followed.

6. PLANT ESTABLISHMENT

The Contractor will be required to provide plant establishment on all areas where seeds or mixtures containing seeds for permanent vegetation is specified, until final acceptance of the project.

Plant establishment will be required for a minimum period of 90 calendar days after completion of seeding or sod placement. In the event satisfactory growth and coverage as specified below has not been provided in the above specified minimum period of time, plant establishment shall be continued, and final inspection will not be made until such specified growth and coverage is provided.

The Contractor shall water the grassed areas during such periods and as frequently as appropriate to promote maximum practicable growth.

The Contractor shall mow grassed areas as many times and in such a manner as may be deemed necessary to control obnoxious vegetation which competes with or shades the desirable grass. Such mowing shall be performed in a manner that will not cause unnecessary damage to desirable vegetation.

Reseeding or resodding may be required at any time on areas or portions of such areas which for any cause are deemed to be unsatisfactory. Except as otherwise specified or permitted, areas deemed to require reseeding shall be prepared, seeded, and all other items of work performed in accordance with the requirements of the contract as if such reseeding was the initial seeding. However, the type of fertilizer and the application rate of fertilizer to be furnished and applied by the Contractor shall be determined by soil tests or as otherwise established.

It shall be the Contractor's responsibility to provide satisfactory growth and coverage of the kinds of grasses or legumes, or a combination of both, produced from seeding as specified.

Growth and coverage on areas seeded as specified shall be considered to be in reasonably close conformity with the intent of the contract when the type of vegetation specified exclusive of that from seeds not expected to have germinated and shown growth at the

time, has reached a point of maturity such that it has produced stems or runners which overlap adjacent similar growth in each direction over the entire area.

7. APPLICATION RATES

The application rates shown

in the following table are to be considered as minimum rates and the Contractor may use his discretion as to the use of any addition quantities keeping in mind that sufficient growth and establishment must be obtained.

MINIMUM APPLICATION RATES

Normal Conditions

Commercial Fertilizer (13:13:13)	1.0 tons per acre
Agricultural Limestone	2.0 tons per acre
Ammonium Nitrate (34:0:0)	500 lbs. per acre
Vegetative Mulch	2 tons per acre
Asphalt Emulsion for Mulch	100 gals. per ton Vegetative Mulch

Mixture No. 1

Bermudagrass Seed (Common)	45.0 lbs. per acre
White Clover Seed (Dutch)	20.0 lbs. per acre
Bahiagrass Seed (Pensacola, Wilmington)	30.0 lbs. per acre
Sericea Lespedeza	25.0 lbs. per acre

Mixture No. 2

Bermudagrass Seed (Common)	10 lbs. per acre
Bahiagrass (Pensacola, Wilmington)	30 lbs. per acre
Crimson Clover (Dixie, Chief, Tibbee, Autauga)	15 lbs. per acre
Fescue (Kentucky 31)	40 lbs. per acre

Temporary Control

Wheat Seed	180 lbs. per acre
Commercial Fertilizer (13:13:13)	0.5 ton per acre
Vegetative Mulch	2 tons per acre
Asphalt Emulsion for Mulch (if used)	100 gals. per ton Vegetative Mulch

8. BASIS OF PAYMENT

Payment will be made at

the contract unit price as follows. The pay items are:

- Agricultural Limestone - per ton
- Commercial Fertilizer - (13:13:13) - per ton
- Ammonium Nitrate - per lb
- Seeding - per acre
- Mulch-Vegetative Material - per ton
- Erosion Control Fabric - per square yard

Excelsior Blanket - per square yard
Solid Sodding - per square yard

These payments shall be full compensation for ground preparation, for furnishing, spreading and incorporating fertilizer for the type and amount specified, for furnishing, applying and anchoring mulch for furnishing and placing erosion control fabric and/or excelsior blanket, for furnishing, inoculating, planting the seed, for furnishing and placing the solid sod, for watering and maintaining the work until final acceptance of the contract, and for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work.

Ground preparation will not be measured for payment. Such construction shall be considered a necessary part of the work in completing the various planting or seeding items and is a responsibility to be assumed by the Contractor in connection with such respective pay items.

There will be no payment for Temporary Control items.

Anchoring of vegetative mulch, whether by use of a mulch stabilizer or by application of bituminous material, will not be measured by separate payment. The cost of anchoring shall be absorbed in the prices bid for other items of work.

GEOTEXTILE FABRIC

PART 1: GENERAL

1.01 SCOPE OF WORK

- A. The scope of this work shall be the furnishing and placing of layers of Geotextile Fabric as set forth on the drawings and in the Contract Documents.
- B. The work associated with the Geotextile Fabric shall conform to the latest edition of the Mississippi Standard Specifications for Road and Bridge Construction, as issued by the Mississippi Department of Transportation.

PART 2: MATERIALS

2.01 GEOTEXTILE FABRIC

- A. The Geotextile Fabric shall conform to that of "Type V, Non-Woven" in **Table I-Geotextiles** of Section 714.13 of the aforementioned specifications.

PART 3: EXECUTION

3.01 INSTALLATION

- A. The Geotextile Fabric shall be installed according to the manufacturer's recommendations and Section 209 of the aforementioned specifications.

3.02 BASIS OF PAYMENT

- A. Geotextile Fabric will be paid for at the contract unit price per square yard

GROUT FOR STONE RIPRAP

1. SCOPE OF WORK The work shall consist of furnishing, transporting, and placing concrete grout in the construction of grouted stone riprap sections.

2. MATERIALS The proportions of the concrete grout shall have a minimum cement content of 6 bags per cubic yard and a maximum net water content of 10 gallons per bag. The fine and coarse aggregates shall be graded as follows:

Fine Aggregates

<u>Sieve</u>	<u>Percent Passing</u>
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

Coarse Aggregate

<u>Sieve</u>	<u>Percent Passing</u>
1/2 "	100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to 10
No. 16	0 to 15

The proportions of the aggregates shall be such as to produce a concrete grout that will work readily into the voids between the stone riprap but will not aggregate or exude free water during placement. Prior to placement of the concrete grout, a job mix shall be furnished to the Engineer.

3. GENERAL The grout mix shall be delivered to the site and placed within 1 hour after the introduction of the cement to the aggregates. Concrete shall be conveyed from the mixer to the final placement as rapidly as practicable by methods that will prevent segregation of the aggregates or loss of mortar.

Grout mix shall not be dropped more than 5 feet vertically unless suitable equipment is used to prevent segregation.

Rock to be grouted shall be kept wet for at least 2 hours prior to and wetted immediately prior to grouting.

Grout shall not be placed in flowing or standing water. On slopes, grout shall be placed starting at the toe and progressing to the top. The flow of the grout shall be directed with brooms, spades, or baffles to prevent it from flowing excessively along the same path and to assure that all intermittent spaces are filled. Sufficient barring shall be done to loosen tight pockets of rock and otherwise aid the penetration of grout so that all voids shall be filled and the grout fully penetrates the rock blanket. The grouted surface shall be protected from injurious action by the sun, rain, flowing water and the mechanical injury.

4. METHOD OF MEASUREMENT Grout for stone riprap will be measured by cubic yards. The amount will be determined by delivery quantity tickets. A copy of each delivery ticket shall be furnished to the Engineer.

5. BASIS OF PAYMENT This work shall be paid for at the contract unit price per cubic yard for concrete grout, complete in place and accepted, which price shall include all labor, materials, equipment and other items necessary and incidental to the furnishing, and placement of the concrete grout.

TIED CONCRETE BLOCK EROSION CONTROL MATS

1. SCOPE OF WORK This specification covers the furnishing and installation of Tied Concrete Block erosion control mats at specified locations. The Contractor shall furnish all labor, materials, equipment, and incidentals required for the installation of tied concrete block erosion control mats as hereinafter set out.

2. MATERIALS The Tied-Concrete Block Erosion Control Mat shall be Flexamat Channel Liner[®]™ as manufactured by Motz Enterprises, Inc. or equal.

Each block shall be tapered, beveled and interlocked. Each block shall incorporate interlocking surfaces or connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement. Tied Concrete Blocks shall be wet-cast or dry-cast and conform to the following applicable ASTM specifications:

- Portland Cements - Specification C 150, for Portland Cement.
- Blended Cements - Specification C 595, for Blended Hydraulic Cements.
- Hydrated Lime Types - Specification C 207, for Hydrated Lime Types.
- Pozzolans - Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

Aggregates shall conform to the following ASTM specification, except that grading requirements shall not necessarily apply:

- Normal Weight – Specification C33, for Concrete Aggregates.

Physical Properties of Tied Concrete Blocks shall have the following nominal characteristics: The tied-concrete block mat

Table 1. Physical Requirements					
Compressive Strength		Water Absorption		POA	
Net Area		Max. , lb/ft3		(percentage open area)	
Min. PSI (mPa)		(kg/m3)			
Avg. of 3 units	Individual unit	Avg. of 3 units	Individual unit	Avg. of 3 units	Individual unit
4,500 (31)	4,000 (27.6)	10 (160)	12 (192)	30%	30%

Durability Tied concrete blocks shall exhibit resistance to mild concentrations of acids, alkalis and solvents. The manufacturer of dry-cast products shall satisfy the purchaser by proven field performance that the concrete blocks have adequate durability when subjected to a freeze-thaw environment.

Backing Material Backing material shall be

adhered to tied concrete block mat, and shall be double-net excelsior blanket (Curlex® II), or equal, to promote growth of vegetation, unless otherwise specified on the plans.

Tied-Concrete Block Erosion Control Mat shall be manufactured or field fabricated from integrally formed individual concrete blocks tied together with high strength geogrid or pre-approved cable system.

Polypropylene Geogrid

The tied-concrete block mat shall be constructed of a high strength, rough service, low elongating, continuous filament polypropylene geogrid with an acrylic coating certified by the manufacturer to achieve 25-year minimum service life in direct sunlight. Interlocking geogrid shall have the following physical properties:

- Mass/Unit Area - ASTM D-5261 - 7.0 oz./yd² (240 g/m²)
- Aperture Size - Measured - 1.6 x 1.6 inch (40 x 40 mm)
- Wide Width Tensile Strength
 - Machine Direction (MD) - ASTM D-6637 - 2,055 lb./ft. (30 kN/m)
 - Cross Machine Direction (CMD) - ASTM D-6637 - 2,055 lb./ft. (30 kN/m)
- Elongation at Break - ASTM D-6637 - 6 %
- Tensile Strength @ 2%
 - Machine Direction (MD) ASTM D-6637 - 822 lb./ft. (12 kN/m)
 - Cross Machine Direction (CMD) ASTM D-6637 - 822 lb./ft. (12 kN/m)
- Tensile Strength @ 5%
 - Machine Direction (MD) ASTM D-6637 - 1,640 lb./ft. (24 kN/m)
 - Cross Machine Direction (CMD) ASTM D-6637 - 1,640 lb./ft. (24 kN/m)
- Tensile Modulus @ 2%
 - Machine Direction (MD) ASTM D-6637 - 41,100 lb./ft. (9600 kN/m)
 - Cross Machine Direction (CMD) ASTM D-6637 41,100 lb./ft. (600 kN/m)
- Tensile Modulus @ 5%
 - Machine Direction (MD) ASTM D-6637 - 32,900 lb./ft. (480 kN/m)
 - Cross Machine Direction (CMD) ASTM D-6637 32,900 lb./ft. (480 kN/m)

Note: Polypropylene geogrid shall be determined by the manufacturer.

Polyester Revetment Cable and Fittings

Galvanized or other metal cables are not allowed. Revetment cable shall be constructed of high tenacity, low elongating, and continuous filament polyester fibers. Cable shall consist of a core construction comprised of parallel fibers contained within an outer jacket or cover. The weight of the parallel core shall be between 65% to 70% of the total weight of the cable. The revetment cable shall have the following physical properties:

Nominal Cable Dia. (in.)	Approx. Ave. Strength		Weight per Length	
	(Lbs)	(kN)	(Lbs)/100ft	(kg/m)
1/4	3,000	13.3	2.2	0.03
5/16	7,000	31.1	4.4	0.07
3/8	10,000	44.5	5.5	0.08
1/2	15,000	66.7	9.7	0.14

Elongation requirements specified below are based upon stabilized new, dry cable. Stabilization refers to a process in which the cable is cycled fifty (50) times between a load corresponding to $200D^2$ and a load equal to 10%, 20%, or 30% of the cable's approximate average breaking strength. Relevant elongation values are as shown in the table below. The tolerance on these values is + 5%.

10%	20%	30%
0.6	1.4	2.2

The revetment cable shall exhibit resistance to most concentrated acids, alkalis and solvents. Cable shall be impervious to rot, mildew and degradation associated with marine organisms. The materials used in the construction of the cable shall not be affected by continuous immersion in fresh or salt water.

Selection of cable and fittings shall be made in a manner that insures a safe design factor for mats being lifted from both ends, thereby forming a catenary. Consideration shall be taken for the bending of the cables around hooks or pins during lifting. Revetment cable splicing fittings shall be selected so that the resultant splice shall provide a minimum of 60% of the minimum rated cable strength. Fittings such as sleeves and stops shall be aluminum and washers shall be galvanized steel unless otherwise shown on the Contract Drawings.

Zip Ties

Zip ties used shall exhibit the following minimum performance levels in accordance with ASTM D4066 PA 0111:

- 18 lb. min. tensile
- Carbon Black content of 2.5% min
- UV Resistance criteria for a minimum of 2 years exposure

Hog Rings

minimum 1" Galvanized Steel.

Hog rings used shall be

Filter Fabric The geotextile filter fabric, when required, shall meet the type and style shown on the plans and described elsewhere in the specifications.

Size of Tied-Concrete Block Erosion Control Mat The concrete blocks, cables, geogrid, fittings, and other applicable elements shall be manufactured or fabricated at an approved location into mats with a width of up to 16' and a length of up to 80' as determined by the Engineer and manufacturer to best suit the project needs.

Alternative Materials Alternative materials may be considered. Such materials must be pre-approved in writing by the Engineer prior to bid date. Alternative material packages must be submitted to the Engineer a minimum of fifteen (15) days prior to bid date. Submittal packages for alternate materials must include, as a minimum, the following:

1. Full-Scale laboratory testing performed by an independent 3rd party testing facility with associated engineered calculations certifying the hydraulic capacity of the proposed tied concrete block erosion control mat meets the requirements in Hydraulic Performance section of these specifications.
2. A list of 15 comparable projects in terms of project size, application and material dimensions in the United States, where the results of the specific alternative material's use can be verified and reviewed for system integrity and sustained, consistent vegetation growth after a minimum of 5 years of service life.

3. SHIPPING, TRANSPORT, STORAGE & HANDLING Tied-concrete block mats shall be rolled for shipment. These rolls shall be packaged with high-strength lifting straps for mobilization on-site. Any other shipment method or the elimination of handling straps must be pre-approved by the engineer. Upon delivery, rolls may be left exposed for up to 30 days. If exposure will exceed 30 days, the rolls must be tarped or otherwise covered to minimize UV exposure. Rolls shall be inspected upon delivery to insure no damage occurred during transportation. Damage will most likely be observed at roll edges where they may have been bumped with loading/unloading equipment. Any damage to delivered rolls not noted at time of delivery is the responsibility of the Contractor.

Visual Inspection All units shall be free of defects that would interfere with the proper placing of the unit or impair the strength and permanence of the overall system. Surface cracks incidental to the normal manufacture of concrete shall not be deemed grounds for rejection. Surface chipping resulting from customary methods of manufacture, shipping, handling and installation shall not be grounds for rejection. Cracks exceeding 0.25 inches in width and/or 1.0 inch in depth shall be deemed grounds for rejection and unit replacement. Chipping resulting in a weight loss exceeding 15% of the average weight of a concrete unit shall be deemed grounds for rejection and unit replacement. If a unit is deemed rejected, replacement of said unit shall be in accordance with manufacturers specified Unit Replacement Procedures. (see manufacturer) Rolls/Units rejected prior to delivery acceptance shall be replaced at the

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manufacturers expense. Blocks rejected at the job site which are discovered at time of unrolling shall be replaced at manufacturers expense. Blocks damaged following CQA acceptance of covered area shall be replaced at Contractor/Owners expense.

4. HYDRAULIC PERFORMANCE Tied concrete block erosion control mats shall conform to the following Hydraulic Performance table minimum values:

Table 4. Hydraulic Performance (min)	
Velocity (ft./sec)	19*
Shear Stress (lb./ft ²)	24*

*when subject to Large-Scale Channel Erosion Testing over non-vegetated USCS Soil Classification – Silty Sand (SM) in accordance with ASTM D6460 (modified) @ 30% slope.

5. CONSTRUCTION The prepared subgrade shall provide a firm, unyielding foundation for the mats with no sharp or abrupt changes or breaks in the grade. The subgrade shall be prepared as detailed on the drawings. Subgrade surface shall be free of any debris, protrusions, rocks, sticks, roots or other hindrances which would result in an individual block being raised more than 3/4" above the adjoining blocks. Undulations, rolls, knolls, and rises in the subgrade to which the tied concrete mat is able to contour over and maintain intimate contact with the subgrade will be allowed.

Install mats according to the manufacturer’s installation guidelines. The manufacturer or authorized representative will provide technical assistance during installation as needed.

Anchoring Flexamat is to have a toe-in at the leading edge of 12-18" in areas parallel to the direction of hydraulic flow. Alternately, if flows are low, limited or infrequent a soil transition cover may be placed over the leading 18-24" of the mat in lieu of placement in an anchor trench.

The manufacturer shall allow for manipulation of the mat during installation to achieve proper positioning and placement through the use of standard construction equipment including, but not limited to; excavator, forklift, skid-steer, or other under supervision of approved manufacturer representative.

Panel Seaming Panel seams perpendicular to the hydraulic flow will be seamed utilizing a 4' x roll width section of geogrid. The geogrid is to be placed under the joining sections and connected to the grid of the Flexamat utilizing either hog rings or zip ties. Fasteners used shall be placed at 12" maximum spacing along and within one foot from the seam.

6. BASIS OF PAYMENT The following Basis of Payment will apply to unit price contracts only. Where this item is a part of a lump sum

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contract or item, this Basis of Payment will not apply.

Tied concrete block erosion control mats shall be paid for per square foot at the unit price bid which shall include all material, labor, and equipment required to complete the work.

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STONE RIPRAP

1. SCOPE This item shall consist of the construction of a protective covering of stone riprap, along the slopes of embankments, around culvert inlets and outlets, around culvert headwalls, on slopes and bottom of ditches, or at other locations as indicated on the drawings or as directed, in accordance with these specifications and in conformity with the lines, grades and dimensions shown on the plans, or as established.

2. MATERIALS Aggregate for stone riprap shall consist of rough, unhewn, dense amorphous quarry stone, resistant to the action of air and water. The stone shall be as nearly rectangular in section as practicable and shall be suitable in all other respects for the purpose intended. The material must be well graded with the smaller stones such that a homogeneous blanket of stone riprap will result with all interstices reasonably well filled with rock.

The Gradation of the Stone Riprap shall be as follows:

Percentage Larger Than
(By weight of the mass)

Stone Weight (lbs.)	300 Lb. Stone Riprap	200 Lb. Stone Riprap	100 Lb. Stone Riprap
300	0	--	--
200	--	0	--
100	--	--	0
60	80	--	--
40	--	80	--
20	90	--	80
10	--	90	--
5	--	--	90

Geotextile Fabric for use under the stone riprap shall conform to the physical requirements of Type "V" in Table 1 of Section 714.13.11 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition.

3. GENERAL Prior to the placement of the stone riprap, shape the slopes or ground surface to the lines and grades indicated on the plans or as directed and thoroughly compact the slopes. Unless otherwise stipulated,

or directed, slopes shall not be steeper than the natural angle of repose of the material upon which the riprap is to be placed. Form the outer edges and the top of the stone riprap where the construction terminates so that the surface of the stone riprap will be embedded and even with the surface of the adjacent slope or ground, and on slopes, place the bottom of the stone riprap at least 2 feet below the natural ground surface, unless otherwise directed.

A layer of Geotextile Fabric shall be placed under the stone riprap.

4. CLEANING UP Upon completion of the work, clean the surface of the stone riprap and remove and dispose of surplus material and debris. Leave the site of the work in a neat and presentable condition.

5. METHOD OF MEASUREMENT Stone Riprap, of the size specified, will be measured in tons (2000 pounds) or fraction thereof. The amount will be determined by actual and approved weight tickets. Stone Riprap placed contrary to directions will not be paid for.

Geotextile Fabric for riprap will be not measured for separate payment.

6. BASIS OF PAYMENT The following Basis of Payment will apply to unit price contracts only. Where this item is a part of a lump sum contract or item, this Basis of Payment will not apply.

Work under this item will be paid for at the contract unit price per ton for Stone Riprap, for the size specified on the Bid Form, complete in place and accepted, which price shall be full compensation for furnishing, hauling and placing all stone riprap materials, for furnishing and placing the geotextile fabric, for all excavation, subgrade preparation, backfilling and for all materials, equipment, tools, labor and incidentals necessary to complete the work.

Payment will be made under the following items:

- Stone Riprap (300 Lb.) Per Ton
- Stone Riprap (200 Lb.) Per Ton
- Stone Riprap (100 Lb.) Per Ton

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GRANULAR MATERIALS

1. **SCOPE** This item shall consist
of the provision of crushed stone, selected borrow material, washed gravel and clay gravel for incorporation into the work as specified elsewhere or directed.

The Contractor shall furnish certified test reports of the proposed materials and gradations prior to incorporation into the work.

2. **CRUSHED STONE** Crushed Stone shall
consist of fragments of sound, durable limestone, free from disintegrated stone, salt, alkali, vegetable matter, or adherent coatings and other deleterious substances; and shall be reasonably free from thin or elongated pieces. The percentage of wear shall not exceed 50%.

The gradation of the crushed stone shall be as follows:

TYPE	FINE	MEDIUM	COARSE	CRUSHER RUN
Square Opening Sieves	Percent Passing, (by weight)			
3 inch	----	----	100	
2 inch	----	----	60-70	
1 ½ inch	----	----	----	100
1 ¼ inch	----	100	5-40	----
1 inch	----	90-100	0-10	90-100
¾ inch	100	20-60	----	----
½ inch	95-100	0-10	----	----
⅜ inch	45-90	----	----	45-85
No. 4	0-15	0-3	----	30-65
No. 16	0-3	----	----	----
No. 40	----	----	----	15-30
No. 200	----	----	----	4-15

3. **SELECTED BORROW MATERIAL** Selected Borrow
Material shall be a mixture of sand and clay and shall contain sufficient binder material, natural or processed, to produce a uniform mixture complying with the requirements of these specifications. The materials shall be uniform and free of organic matter such as leaves, grass, roots, and other objectionable or foreign substances.

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The gradation of the natural or processed material shall be as follows:

<u>Square Opening Sieves</u>	<u>Percent Passing (by weight)</u>
No. 10-----	100
No. 40-----	20 - 100
No. 60-----	15 - 100
No. 200-----	6 - 40

The material shall have a plasticity index between 10 and 20 and have a liquid limit of not more than 40.

4. WASHED GRAVEL

Washed Gravel

shall be composed of hard, tough, durable particles reasonably free of injurious or deleterious substances. The percentage of wear shall not exceed 50%.

The gradation and characteristics of the washed gravel shall be as follows:

<u>Square Opening Sieves</u>	<u>Percent Passing (by weight)</u>
2-inch	100
1 ½-inch	90-100
1-inch	80-100
¾-inch	55-100
½-inch	35-80
⅜-inch	12-65
No. 4	5-30
No. 10	0-8

5. CLAY GRAVEL

Clay Gravel shall

be composed of natural or artificial mixtures of aggregates and soil mortar so proportioned as to meet all the requirements as hereinafter specified.

The coarse aggregate (material retained on the No. 10 sieve) shall consist of hard, durable particles of uncrushed gravel and shall be free from vegetable or other deleterious substances. The percentage of wear shall not exceed 50%.

The binder portion of the surface material (that portion passing the No. 10 sieve) shall be composed of a natural or artificial mixture of natural quartz sand combined with silt and clay.

The gradation of the coarse aggregate shall be as follows:

<u>Square Opening Sieves</u>	<u>Percent Passing (by weight)</u>
3"	-100
1 ½ "	85-100
1"	65-100
½ "	35-90
No. 4	30-75
No. 10	30-55

The gradation of the binder material shall be as follows:

<u>Square Opening Sieves</u>	<u>Percent Passing (by weight)</u>
No. 10	100
No. 40	20-90
No. 60	15-80
No. 200	8-40

The binder material shall have a plasticity index of not more than 10 and have a liquid limit of not more than 30.

6. TESTS Sampling and
testing shall be in accordance with the following standard methods of the AASHTO: Sampling, T-2; Sieve Analysis, T-27; Liquid Limit, T-89; Plasticity Index, T-90.

The loss by abrasion test shall be as specified under AASHTO Test T-96.

7. SOURCE OF SUPPLY Obtain approval of
sources of supply of all materials prior to delivery of any material. Submit samples of each as directed.

8. BASIS OF PAYMENT GRANULAR MATERIALS is a reference
specification. Payment will be made as set out in each item specification.

**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – JULY 2019 – DECEMBER 2019

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL REVENUE</u>
\$29,316,559.25	\$8,707,313.65	\$1,776,956.75	\$39,800,929.65

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD COMBINED ALL SERVICES ON CMB
EL, WT, SW, SA**

\$39,631.26

TOTAL UNPAID ACCOUNTS FOR THIS PERIOD

ELECTRIC \$30,516.07	WATER & SEWER \$6,737.31	SANITATION \$2,377.88	TOTAL BAD DEBT \$39,631.26
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PERCENTAGE OF LOSS = 0.0009%



		TUPELO WATER & LIGHT DEPARTMENT											
		BAD DEBT LEDGER & FRANKLIN COLLECTION											
JULY 2019												PAGE 1	
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount							
201496-129469	7/2/2019	BAILEY E MICKALOWSKI	200 BOWEN ST DOWNSTAIRS	200 BOWEN ST	TUPELO, MS 38801	312.49							
208777-108677	7/2/2019	MOORE ATTORNEY AT LAW/JAMES D MOORE	315 N BROADWAY ST	115 N CREEK DR	SALTILLO, MS 38866	60.39							
210943-110792	7/2/2019	GAGE C GARRETT	684 A ELVIS PRESLEY	525 HWY 4 E	ASHLAND, MS 38603	503.16							
202055-102144	7/3/2019	WENDY F FOSTER	HILLDALE APTS APT H-58	320 MONUMENT ST APT H 58	TUPELO, MS 38801	125.99							
202208-102302	7/3/2019	INTERNET CAFÉ/ABDULLA ABDU	2301 C W MAIN ST	2301 C W MAIN ST	TUPELO, MS 38801	126.82							
209467-129632	7/3/2019	TIFFANY M HARDIN	1008 MARTIN ST	1210 SPRING ST EX	FULTON, MS 38843	239.71							
214076-113780	7/3/2019	UROS PLESTENJAK	102 MARQUETTE CIR	102 MARQUETTE CIR	TUPELO, MS 38801	110.76							
201529-101570	7/8/2019	TONYA R DALLAS	208 HANCOCK	3073 DAVIS DR	OXFORD, MS 38655	110.04							
219862-119349	7/8/2019	JENNIFER V ZOSEL	1154 DOGWOOD	10231 THE GROVE BLVD UNIT 37	BATON ROUGE, LA 70836	22.49							
201422-101466	7/9/2019	AIMEE M SANDERS	126 TEDFORD	126 TEDFORD	TUPELO, MS 38801	86.41							
221158-130706	7/10/2019	CHRISTINA L DAVENPORT	2018 COLONIAL ESTATE RD	903 LINCOLN DR	TUPELO, MS 38801	30.69							
221230-109197	7/11/2019	TYLESHIA S SMITH	2019 RICHMOND ST	320 CHARLIE HILL APT 21	BALDWYN, MS 38824	29.73							
221411-128425	7/11/2019	PINEY B POUNDS	1179 GREEN TEE RD	2105 WELLS RD	PONTOTOC, MS 38863	215.59							
205244-131028	7/12/2019	LACIE N MORGAN	916 HARRISON	916 HARRISON ST	TUPELO, MS 38801	130.55							
205562-105611	7/12/2019	RICHARD D WATSON	1013 HARRISON	812 CLAYTON ST	TUPELO, MS 38801	217.35							
206929-132080	7/12/2019	GENERO C CALVA	2869 S GREEN ST	2869 S GREEN ST	TUPELO, MS 38801	803.86							

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209099-108987	7/12/2019	TYSON A FUNCHES	409 N MADISON ST APT B NORTH SIDE	409 N MADISON ST APT B NORTH SIDE	TUPELO, MS 38804								288.04
213858-130531	7/15/2019	SHARON M IVY	2122 CRABAPPLE	105 ROBINSON DR	OKOLONA, MS 38860								150.21
217372-116912	7/15/2019	TONYA R HOOPER	785 HOLLY HILL DR	1022 NORTHWEST 85TH AVE APT 107	MIAMI, FL 33172								313.34
212028-131575	7/19/2019	MARIA L DIXON	334 TOLBERT ST	334 TOLBERT ST	TUPELO, MS 38804								239.72
212746-131394	7/19/2019	DONALD J GALLOWAY	699 VISTA RIDGE APT 814	3 DOVE CRK	SHERMAN, MS 38828								98.18
213325-131255	7/19/2019	JAMES D GARRISON	1626 LOCKRIDGE APT 8	1626 LOCKRIDGE ST APT 8	TUPELO, MS 38804								1.29
220459-128168	7/22/2019	JESSICA E HARRIS	3365 ROBERT KENNEDY DR	1121 CHAPMAN DR	TUPELO, MS 38804								75.84
202661-127927	7/23/2019	RYAN X ISBELL	305 S FOSTER	211 E JEFFERSON ST	OKOLONA, MS 38860								355.22
220463-119954	7/26/2019	APRIL S SKINNER	3427 ROBERT KENNEDY DR	3427 ROBERT KENNEDY DR	TUPELO, MS 38801								101.64
220599-119845	7/26/2019	REGINALD A MILLER	145 A W GARRISON ST	145 A W GARRISON ST	TUPELO, MS 38801								63.64
200203-100963	7/29/2019	LAURA R WEST	1321 THE GLEN APT T-9	1321 IDA ST APT T-9	TUPELO, MS 38801								144.75
201719-132214	7/30/2019	TONI M BARNETT	508 OAK CREEK APT 48	443 N GREEN ST	TUPELO, MS 38804								186.36
205391-105430	7/30/2019	EINIQUA S COLEMAN	915 ONE D VILLE APT 43 31	155 HIGHLAND CIR APT 31	GUNTOWN, MS 38849								40.24
213614-113323	7/31/2019	JENNIFER S ROBERSON	603 A JOYNER	114 GYM CIR	SALTILLO, MS 38866								245.78
		TOTALS.....											5430.28

				TUPELO WATER & LIGHT DEPARTMENT			
				BAD DEBT LEDGER & FRANKLIN COLLECTION			
							PAGE 3
AUGUST 2019							
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount	
201342-131777	8/2/2019	DEVON B MORAN	1412 A PEACHTREE LN	1412 A PEACHTREE LN	TUPELO, MS 38801	252.71	
201832-101914	8/2/2019	MARIE WESTMORELAND	408 LUMPKIN AVE	408 LUMPKIN AVE	TUPELO, MS 38801	22.21	
204117-132483	8/2/2019	ASHLEY N CONNER	142 HORN LN	142 HORN LN	SALTILLO, MS 38866	49.57	
204128-104193	8/2/2019	HENRY COTTON	151 HORN LN APT 16	4250 S PRINCETON ST APT 401	CHICAGO, IL 60609	19.52	
205885-105935	8/2/2019	JOSEPHINE WELLS	3462 KIMBROUGH AVE	3462 KIMBROUGH AVE	TUPELO, MS 38801	966.20	
208141-108098	8/2/2019	JENNIFER L SHACK	611 W MAIN ST COURT YARD APTS 2	611 W MAIN ST APT 2	TUPELO, MS 38804	137.84	
208610-133483	8/6/2019	RASHAD LEE BATES	210 W MAIN ST SUITE 204	210 W MAIN ST SUITE 204	TUPELO, MS 38804	150.02	
213360-133169	8/6/2019	ROLANDA L LOWE	1606 BELL CIR APT 1	816 CELLA ST	MEMPHIS, TN 38114	64.66	
218910-128122	8/6/2019	KHEDIJAH B BROWN	111 CHESTERVILLE RD	111 CHESTERVILLE RD	TUPELO, MS 38801	37.88	
205175-132082	8/9/2019	ARRONDA P FAULKNER	1006 VAN BUREN	1006 VAN BUREN ST	TUPELO, MS 38801	58.99	
209033-108920	8/9/2019	MARY H BERRY	546 ALLEN ST	2560 CARVER LN	TUPELO, MS 38801	304.72	
221466-107358	8/9/2019	NAKETHA R MOSES	3085 WILLIE MOORE RD	1309 LEONARD DR # B	TUPELO, MS 38801	93.19	
200109-100130	8/13/2019	CASSUNDR A P BRANDON	1321 THE GLEN APT H-12	1321 IDA ST APT H-12	TUPELO, MS 38801	191.43	
220595-129317	8/13/2019	MARSHETTA U THOMPSON	141 W GARRISON SUITE 2	141 W GARRISON DR APT 2	TUPELO, MS 38801	4.76	
213556-132430	8/15/2019	AUGUSTINO V AMATO	616 CLAYTON AVE	616 CLAYTON AVE	TUPELO, MS 38804	352.79	

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205479-105527	8/16/2019	ELIZABETH L SHEFFIELD	1005 PIERCE ST	764 FAIR OAKS CV	COLLIERVILLE, TN 38017							152.98
209439-109312	8/16/2019	FELISHA A BROWN	124 WAYSIDE ST	124 WAYSIDE ST	TUPELO, MS 38804							220.28
210397-131799	8/16/2019	MARY C GRICE	1572 S FEEMSTER LAKE APT 13	1572 S FEEMSTER LAKE RD APT 13	TUPELO, MS 38804							287.22
210731-110596	8/16/2019	R L ESTES	659 WINDSOR PL	659 WINDSOR PL	TUPELO, MS 38804							161.58
201668-101714	8/19/2019	HUBERT WITHERSPOON	502 LUMPKIN AVE	502 LUMPKIN AVE	TUPELO, MS 38801							70.33
220576-130777	8/19/2019	TARSHONINA S CHANDLER	132 W GARRISON ST	3912 RAVENOAK DR APT 266R	MEMPHIS, TN 38115							124.75
208065-108450	8/20/2019	CAROL D HERRING	405 MAGAZINE ST APT 7	602 TALL OAKS AVE	TUPELO, MS 38801							159.57
213560-129420	8/20/2019	DOUGLAS W UHLAND	632 CLAYTON AVE	333 WHITE OAK TRCE	LEXINGTON, KY 40511							116.21
211442-128062	8/21/2019	KATARSHISH R BOBO	1818 ELVIS PRESLEY DR	611 NEW TEMPLE RD SW	FULTON, MS 38843							22.00
203519-103627	8/22/2019	CINDY M VAUGHN	2700 W PARKWAY TERRACE APT 57	581 CLEARY RD	RICHLAND, MS 39218							82.44
213395-130563	8/23/2019	DESTENEE L CAUSEY	1622 N GREEN ST APT 4	1622 N GREEN ST APT 4	TUPELO, MS 38804							62.46
213515-113228	8/23/2019	PENNY L FREED	623 HIBNER DR	623 HIBNER DR	TUPELO, MS 38804							642.68
213527-113240	8/23/2019	JAMES C RUTLEDGE	610 HIBNER	610 HIBNER	TUPELO, MS 38804							451.97
214455-133185	8/23/2019	COLBY A TUCKER	2101 OAKWOOD VILLAGE APT 44	2101 W JACKSON ST APT 44	TUPELO, MS 38801							0.39
216585-120465	8/23/2019	DANIELLE W HOUK	902 SPRUCE	1113 NEW SALEM RD	PONTOTOC, MS 38863							132.26
220261-119754	8/26/2019	WAKTIA HARVEY	2808 EVANS CIR	135 SAND RD APT 41	STARKVILLE, MS 39759							2.88
203605-128452	8/28/2019	CHRISTIAN A WINSTON	2700 W PARKWAY TERRACE APT 18	20014 FORD DR	PRAIRIE, MS 39756							111.39
210613-110478	8/28/2019	FRED'S INC #3063	1317 E MAIN ST	PO BOX 2440	SPOKANE, WA 99210							1178.17
217880-117416	8/28/2019	FRED'S INC #3048	1776 MCCULLOUGH BLVD	PO BOX 2440	SPOKANE, WA 99210							2575.59
204139-128546	8/30/2019	NATASHA S SMITH	127 HORN LN APT 5	127 HORN LN APT 5	SALTILLO, MS 38866							9.28

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211994-132494	8/30/2019	CHRISTOPHER L SHUMPERT	570 N GREEN ST	570 N GREEN ST	TUPELO, MS 38804	425.71	
221261-130224	8/30/2019	DENISE A VINSON	3744 LANSDOWNE DR	3744 LANSDOWNE DR	BELDEN, MS 38826	58.02	
		TOTALS.....				9754.65	

		TUPELO WATER & LIGHT DEPARTMENT					
		BAD DEBT LEDGER & FRANKLIN COLLECTION					
						PAGE 6	
SEPTEMBER 2019							
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount	
205200-131924	9/3/2019	HATTIE M MILLER	907 EISENHOWER	PO BOX 4512	TUPELO, MS 38803	159.08	
206236-106290	9/3/2019	TAMMY K DOSS	1020 CHICKASAW TRL	15809 W DORMAN DR	AUSTIN, TX 78717	1.88	
200176-130558	9/4/2019	ELBONY S GARMON	1321 THE GLEN APT R-14	3394 S GREEN ST	TUPELO, MS 38801	54.24	
210133-109978	9/4/2019	HEATHER D PEEPLES	1502 MIMOSA DR	144 ROAD 1015	TUPELO, MS 38804	636.35	
214620-129633	9/4/2019	LEX D CHRISTIAN	1340 GUN CLUB RD	115 DRIVE 5	BELDEN, MS 38826	9.36	
222102-132926	9/4/2019	RUTH D BREWER	3594 BELDEN PIKE	4221 FOXFIRE CT	TOLEDO, OH 43615	8.85	
201567-131947	9/5/2019	CALEB A SAUVAGEOT	114 A HARRISBURG LNDG	114 A HARRISBURG LNDG	TUPELO, MS 38801	1.03	
210460-127671	9/5/2019	ERIKA P MCGEE	1446 S FEEMSTER LAKE APT 8	1446 S FEEMSTER LAKE RD APT 8	TUPELO, MS 38804	52.40	
217330-129677	9/6/2019	BRITTON HESTER	1212 1/2 MARSHALL ST	1212 1/2 MARSHALL ST	TUPELO, MS 38804	66.74	
202273-116011	9/9/2019	CHARLES J GUNN	2304 MEADOWVIEW DR	2304 MEADOWVIEW DR	TUPELO, MS 38801	145.68	
204124-133406	9/9/2019	LUSHUNTAY D BENNETT	159 HORN LN APT 20	900 HWY 8 W	ABERDEEN, MS 39730	31.09	
204137-104203	9/9/2019	STEVE D LYLES	131 HORN LN APT 7	131 HORN LN APT 7	SALTILLO, MS 38866	44.06	
204476-104534	9/9/2019	ROSS E NUNNERY	1801 SWALLOW LN	1900 CEDAR BROOK CIR	BELDEN, MS 38826	531.20	
206226-106230	9/9/2019	DEIDRE E PATTON	1109 CHICKASAW TRL	1109 CHICKASAW TRL	TUPELO, MS 38801	597.78	
212719-132421	9/10/2019	KEYAUNA R CRIBBS	699 VISTA RIDGE APT 616	699 NATION HILLS DR APT 616	TUPELO, MS 38804	78.37	
217264-131938	9/10/2019	TERRY M DEVALL	1311 LONG ST	164 SIGNATURE GLEN CIR E # 101	COLLIERVILLE, TN 38017	36.42	

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212673-133121	9/12/2019	DARREN M HITCHCOCK	699 VISTA RIDGE APT 402	699 NATION HILLS DR APT 402	TUPELO, MS 38804							75.40
201828-128255	9/13/2019	ZACHARY M SHOEMAKER	4 HEDGE ROW 325 LUMPKIN	4 HEDGE ROW 325 LUMPKIN AVE	TUPELO, MS 38801							41.19
207844-107852	9/13/2019	AMBROSIO T CASTILLO	517 MAPLE ST	517 MAPLE ST	TUPELO, MS 38804							588.79
220314-130197	9/13/2019	JACQUELINE U HARRELL	3004 MOORE AVE	PO BOX 1285	VERONA, MS 38879							3.72
212341-132282	9/16/2019	STEPHANIE N BOXLEY	1505 DEBRO	3545 MITCHELL RD APT 3122	TUPELO, MS 38801							4.52
221976-121399	9/16/2019	GLENDA F GABLE	1764 CEDARBROOK CIR	269 CAIRO LOOP	ECRU, MS 38841							168.96
211726-129652	9/17/2019	CYNTHIA DENISE RUTHERFORD	623 N GLOSTER ST STE 403 REX PLAZA	400 3RD ST N	AMORY, MS 38821							305.84
212335-111981	9/17/2019	CHARLIE STONE	527 BARNES ST	527 BARNES ST	TUPELO, MS 38804							230.37
220642-132711	9/18/2019	LATERRICA M JEFFERSON	108 TOMLINSON DR	1916 SHORT MAIN ST	COLUMBUS, MS 39701							6.23
221373-120825	9/19/2019	KELLY A BERGMANN	1658 OAK LEAF LN	1658 OAK LEAF LN	BELDEN, MS 38826							32.93
212052-111857	9/20/2019	DEBORAH BRADLEY	600 HUNTER ST APT B SOUTH	600 HUNTER ST APT B SOUTH	TUPELO, MS 38804							119.40
212668-132168	9/20/2019	ALEXANDER D MOSLEY	699 VISTA RIDGE APT 311	699 NATION HILLS DR APT 311	TUPELO, MS 38804							70.47
213385-102093	9/20/2019	AALIYAH A GATES	1618 N GREEN APT 2	1618 N GREEN ST APT 2	TUPELO, MS 38804							138.65
213718-130088	9/20/2019	SHELBY R WRAY	310 RANKIN BLVD APT A	310 RANKIN BLVD APT A	TUPELO, MS 38804							7.15
217125-129889	9/20/2019	MICHAEL S SCRUGGS	1217 HOUSTON	1217 HOUSTON ST	TUPELO, MS 38804							523.44
206725-106753	9/23/2019	MARILYN F PERRY	2944 S SOUTH PARK APT 87	1116 BELMONT CIR	KINGSPORT, TN 37664							137.38
212836-112530	9/23/2019	STEPPING STONES	4506 N GLOSTER ST	PO BOX 1484	CORINTH, MS 38835							6.75
209309-109187	9/26/2019	JAMES D CANTRELL	328 CANAL ST	328 CANAL ST	TUPELO, MS 38804							117.44
200329-132008	9/30/2019	CAROLYN L BLALOCK	KIRKWOOD APTS APT 129	4279 CASA GRANDE CIR	MILTON, FL 32583							176.84
201497-130192	9/30/2019	BRYANT O HEARD	208 BOWEN ST	208 BOWEN ST	TUPELO, MS 38801							112.98
202279-130969	9/30/2019	JUSTIN C ONEAL	2305 MEADOWVIEW DR	2305 MEADOWVIEW DR	TUPELO, MS 38801							128.49

204351-104409	9/30/2019	ROBERT D MASSEY III	103 STANFORD CIR APT 9	103 STANFORD CIR APT 9	SALTILLO, MS 38866	126.85
218714-118234	9/30/2019	IVERY CUMMINGS	136 ETHEL RD	PO BOX 862	SHANNON, MS 38868	123.76
219058-118547	9/30/2019	BRIAN S GURNER	466 ROAD 41	466 ROAD 41	TUPELO, MS 38801	21.15
220528-106200	9/30/2019	PATRICIA A MOORE	132 HAYS DR	132 HAYS DR	TUPELO, MS 38801	89.49
222363-121733	09/03/2019	STEPHEN CURTIS	108B MICKY LN BELDEN MS	7203 AMSTEL CV	MEMPHIS TN	31.56
		TOTALS.....				5844.28

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		TUPELO WATER & LIGHT DEPARTMENT					
		BAD DEBT LEDGER & FRANKLIN COLLECTION					
						PAGE 9	
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount	
202709-102823	10/1/2019	KRYSTJAN J JACKSON	2450 B MAGNOLIA PL	103 JIM WARRON CV	SALTILLO, MS 38866	204.70	
204342-133548	10/1/2019	RUDOLPH E WATERS	114 TRACEVIEW LN	920 TSCUDI RD APT 26	AMORY, MS 38821	9.24	
210427-130398	10/1/2019	ANGELA D WALKER	1482 S FEEMSTER LAKE APT 3	1482 S FEEMSTER LAKE RD APT 3	TUPELO, MS 38804	12.95	
206588-127984	10/2/2019	JALICIA S RIDDLE	840 BARLEY ST APT 61	50109 CALVARY CHURCH RD	AMORY, MS 38821	145.97	
213880-113583	10/2/2019	WANDA J CHAMBERS	605 LUMPKIN AVE	2069 LANA LN	TUPELO, MS 38801	101.76	
205496-105544	10/3/2019	ALEXANDER BLOCKER	1109 LAWDALE DR	716 HELENA STATION DR	HELENA, AL 35080	634.68	
215959-115511	10/3/2019	FRED'S INC #3045	809 VARSITY DR	PO BOX 2440	SPOKANE, WA 99210	5289.68	
213071-117299	10/4/2019	KRISTEN J KOON	2402 COUNTRY CLUB RD	2402 COUNTRY CLUB RD	TUPELO, MS 38804	194.08	
210210-132584	10/9/2019	DEMARCUS K SWING	138 MCNEECE ST	138 MCNEECE ST	TUPELO, MS 38804	29.06	
208467-108396	10/11/2019	HEATHER L DELOACH	826 JEFFERSON ST	826 JEFFERSON ST	TUPELO, MS 38804	277.30	
208712-130252	10/11/2019	SHARIKA R WILLIAMS	341 N SPRING ST APT 1	341 N SPRING ST APT 1	TUPELO, MS 38804	25.77	
210088-132340	10/11/2019	RICHARD C KIMBLE	874 MCNEECE ST	874 MCNEECE ST	TUPELO, MS 38804	421.89	
211119-131226	10/11/2019	TAVIAN A MONTANEZ	1895 SIMPSON DR	118 CLAY ST	NETTLETON, MS 38858	101.53	
211445-111287	10/11/2019	WILLIAM G PHILLIPS	1675 RANCH RD	1109 16TH AVENUE PL NW	HICKORY, NC 28601	159.78	
212723-132841	10/14/2019	TILLMAN A HALL	699 VISTA RIDGE APT 702	699 NATION HILLS DR APT 702	TUPELO, MS 38804	158.65	
213695-113399	10/14/2019	QUITMAN D SPAULDING	1129 W JACKSON ST	1032 EMORY PL	ANNISTON, AL 36207	185.65	

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217762-132984	10/16/2019	AMANDA D SWINDLE	1501 KINCANNON	437 CR 7301	BOONEVILLE, MS 38829																		91.70
200457-130157	10/18/2019	VICTORIA M VINCENT	201 MILFORD CHATEAU ROYALE 16	201 MILFORD ST APT 16	TUPELO, MS 38801																		26.17
202453-108885	10/18/2019	LYN L MCFADDEN	2310 LAFAYETTE	2310 LAFAYETTE ST	TUPELO, MS 38801																		75.28
210295-129927	10/18/2019	DONOVAN QUINN	619 S FEEMSTER LAKE RD	619 S FEEMSTER LAKE RD	TUPELO, MS 38804																		220.84
212214-133320	10/18/2019	LAKATHIA T KIRLAND	514 LITTLE ST	514 LITTLE ST	TUPELO, MS 38804																		81.90
218063-117590	10/18/2019	ANITA K AMBROSE	1608 CLAYTON AVE	1608 CLAYTON AVE	TUPELO, MS 38804																		222.00
218712-130353	10/18/2019	ARRONDA ROGERS	134 ETHEL RD	134 ETHEL RD	BELDEN, MS 38826																		650.25
210383-131791	10/21/2019	SHIRLEY A TUCKER	1921 A BRIAR RIDGE RD	107 STANLEY AVE	TUPELO, MS 38801																		195.51
200724-130277	10/23/2019	CALANDRIA D WALKER	137 MILFORD ST	137 MILFORD ST	TUPELO, MS 38801																		126.86
201328-133517	10/23/2019	TRADIAS D SHUMPERT	1524 CENTRAL AVE	1524 CENTRAL AVE	TUPELO, MS 38801																		689.71
202663-109604	10/24/2019	OLIVIA L EASLEY	301 S FOSTER ST	301 S FOSTER ST	TUPELO, MS 38801																		26.54
221227-120672	10/25/2019	ANTHONY L WHITE	2053 RICHMOND ST	4348 N GLOSTER ST APT 3-H	TUPELO, MS 38804																		10.52
222205-121600	10/25/2019	OPHELIA ROBINSON	2695 WALSH RD	2695 WALSH RD	TUPELO, MS 38801																		242.08
209436-131802	10/29/2019	JESSICA D GRIFFIN	120 WAYSIDE	138 BENTON ST	NETTLETON, MS 38858																		12.19
211479-129078	10/29/2019	ELLIS C RUSSELL	639 W JACKSON ST	113 MAIN ST	POTOTOC, MS 38863																		32.01
206641-128768	10/31/2019	WANDA J REED	2944 S SOUTH PARK APT 5	PO BOX 3173	TUPELO, MS 38803																		11.22
		TOTALS																					10667.47

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
TUPELO WATER & LIGHT DEPARTMENT						
BAD DEBT LEDGER & FRANKLIN COLLECTION						
NOVEMBER 2019						PAGE 11
200135-100167	11/1/2019	QUERMESHA D IVY	1321 THE GLEN APT K-14	1321 IDA ST APT K-14	TUPELO, MS 38801	62.18
202650-102760	11/1/2019	VERA M HAMPTON	308 S FOSTER	308 S FOSTER	TUPELO, MS 38801	286.65
213431-112026	11/5/2019	SHELIA STUBBS	1011 BLAIR ST APT C	311 ENOCH	TUPELO, MS 38801	106.87
205215-105248	11/8/2019	PEGGY J GRAY	912 TYLER	912 TYLER DR	TUPELO, MS 38801	133.66
206329-131967	11/8/2019	MISSISSIPPI TREATMENT SERVICES	1523 CLIFF GOOKIN BLVD	300 CENTERVILLE RD STE 205	WARWICK, RI 02886	3.25
210488-128034	11/12/2019	RICHARD T ROBERTSON	2187 KATHY LN	2187 KATHY LN	TUPELO, MS 38804	198.66
213413-131071	11/13/2019	TASHAUNDRIA P BROWN	928 BLAIR ST	126 CR 1329 APT 1	MOOREVILLE, MS 3	258.44
213631-133354	11/14/2019	MONTERIA N BRADLEY	1200 A PARKWOOD GRV	1200 A PARKWOOD GRV	TUPELO, MS 38804	195.27
203528-132594	11/15/2019	VERNARD A GRIFFIN	2700 W PARKWAY TERRACE APT 121	2700 W MAIN ST APT 121	TUPELO, MS 38801	34.78
208512-132922	11/18/2019	XAVIER S RICHARDSON	634 W TOWN SQUARE APT 2	634 W MAIN ST APT 2	TUPELO, MS 38804	49.14
209822-109676	11/18/2019	ANGELIA D WILLIAMS	714 POST	714 POST	TUPELO, MS 38804	374.26
210442-133392	11/18/2019	KHRYSTY S CANNON	1482 S FEEMSTER LAKE APT 18	1482 S FEEMSTER LAKE RD APT 18	TUPELO, MS 38804	172.44
221753-132769	11/18/2019	KARIE A HESTER	4852 W MAIN ST	4852 W MAIN ST	TUPELO, MS 38801	6.06
206886-131414	11/20/2019	CLEVELANN L DAVIS	1363 A MITCHELL RD	1363 A MITCHELL RD	TUPELO, MS 38801	58.07
215959-133940	11/21/2019	FRED'S POST PETITION	809 VARSITY DR	PO BOX 2440	SPOKANE, WA 9921	1728.57
200463-133395	11/22/2019	JESSICA D VONGKINGKEO	201 MILFORD CHATEAU ROYALE 26	201 MILFORD ST CHATEAU ROYALE 26	TUPELO, MS 38801	5.96
212185-111948	11/22/2019	CHARLES F MCGAUGHY	571 N CHURCH ST	571 N CHURCH ST	TUPELO, MS 38804	216.40
212484-112182	11/22/2019	VANESSA HARDING	1523 N MADISON ST	1523 N MADISON ST	TUPELO, MS 38804	74.07
212485-112183	11/22/2019	VANESSA S HARDING	1523 N MADISON ST	1523 N MADISON ST	TUPELO, MS 38804	473.58
213380-113085	11/22/2019	LEMETRICE M THOMAS	1616 N GREEN APT 1	1616 N GREEN APT 1	TUPELO, MS 38804	19.19

213988-113692	11/22/2019	ASHLEY N COOPER	1104 BIENVILLE ST	1104 BIENVILLE ST	TUPELO, MS 38801	PAGE 12
217274-127944	11/22/2019	JESSE N DALLAS	1308 MARSHALL	1308 MARSHALL ST	TUPELO, MS 38804	446.84
204474-104532	11/25/2019	CLARA K KOLB	1805 SWALLOW LN	1805 SWALLOW LN	TUPELO, MS 38801	135.28
219068-130699	11/26/2019	THOMAS W OBANNON	25 SUNRISE DR	25 SUNRISE DR	TUPELO, MS 38801	376.73
220613-132781	11/26/2019	SHENIKA S WILBON	118 S GARRISON ST	118 S GARRISON ST	TUPELO, MS 38801	325.71
220652-131638	11/26/2019	ANTHONY E THOMAS	115 TOMLINSON DR	115 TOMLINSON DR	TUPELO, MS 38801	79.24
		TOTALS.....				5875.68

		TUPELO WATER & LIGHT DEPARTMENT		BAD DEBT LEDGER & FRANKLIN COLLECTION					
DECEMBER 2019								PAGE 13	
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount			
205205-133647	12/3/2019	PAMELA H FOXX	1103 VAN BUREN	343 CR 220	WATER VALLEY, MS 38965	47.07			
206713-119776	12/3/2019	ASHLEY N WOODS	2944 S SOUTH PARK APT 75	2944 S GREEN ST APT 75	TUPELO, MS 38801	80.26			
203109-103213	12/6/2019	BUNDLE UP BEAUTY BAR/JASMINE JACKSON	2600 TRACELAND DR SUITE B	2600 TRACELAND DR SUITE B	TUPELO, MS 38801	55.15			
203556-125636	12/6/2019	DESMON Q WILLIAMS	2700 W PARKWAY TERRACE APT 92	1010 BICKERSTAFF ST	TUPELO, MS 38801	93.09			
209921-109771	12/6/2019	JOE D KELLY	1951 S EASON BLVD	9 S FEEMSTER LAKE RD	TUPELO, MS 38804	485.53			
213462-113175	12/6/2019	KEISHA K WHITE	503 SHIRLEY	10 MOSE ST	WEST POINT, MS 39773	225.10			
220414-132784	12/6/2019	TATIANNA M WILLIAMS	3288 MEADOW DR	3288 MEADOW DR	TUPELO, MS 38801	101.51			
222980-133696	12/6/2019	ANNA M PELLICCIA	159 ASHLEY ST	9020 MARSH RD	CLAY, MI 48001	27.91			
202230-132559	12/11/2019	DONNITA D HARVEY	210 NANNEY DR	1800 FOOTE ST	CORINTH, MS 38834	153.03			
201846-132460	12/12/2019	LAWRENCE E WILLIAMS	2108 FORREST ST APT 1 WEST SIDE	2108 FORREST ST APT 1	TUPELO, MS 38801	30.60			
213465-130859	12/12/2019	IVY L FOY	508 SHIRLEY AVE	301 BRYANT ST	BOONEVILLE, MS 38829	171.45			
209284-125469	12/13/2019	LASHONDA G WHITE	146 CANAL ST	146 CANAL ST	TUPELO, MS 38801	150.90			
210110-132602	12/13/2019	PHILLIP A COX	1711 BRIAR RIDGE RD	1711 BRIAR RIDGE RD	TUPELO, MS 38804	9.07			
217221-116759	12/13/2019	PATRICK SHERROD	907 HAMLIN	109 BEECH ST	COLUMBUS, MS 39702	141.47			
221110-131762	12/16/2019	DURIE B TOUSSAINT	2974 OLD BELDEN CIR	2974 OLD BELDEN CIR	BELDEN, MS 38826	67.68			
220602-120098	12/17/2019	GREGORY D WINTERS	152 W GARRISON ST	127 LIPFORD AVE	TUPELO, MS 38801	36.98			
200239-134027	12/27/2019	SANTAJEA Q ROBERSON	1321 THE GLEN APT M-3	1321 IDA ST APT M-3	TUPELO, MS 38801	0.34			
200254-100289	12/27/2019	DIANA M BROWN	1321 THE GLEN APT P-15	1321 IDA ST APT P-15	TUPELO, MS 38801	38.35			
200258-128291	12/27/2019	ANNIE L MCKINNEY	1321 THE GLEN APT P-7	1321 IDA ST APT P-7	TUPELO, MS 38801	112.30			
202037-108379	12/27/2019	WANYEA M CULBERSON	HILLDALE APTS APT F-44	320 MONUMENT DR APT F-44	TUPELO, MS 38801	31.11			
TOTALS.....						2058.90			

**Tupelo Redevelopment Agency
Teleconference
December 11, 2020
Minutes**

A meeting of the Tupelo Redevelopment Agency convened at 11:30 am on Friday, December 11, 2020 via Zoom teleconference. Agency members participating were Reed Hillen, Shane Homan, and Cheryl Rainey, City Attorney, Ben Logan, Stephen Reed and Project Coordinator, Debbie Brangenberg represented, the City of Tupelo via Zoom.

1.0 In the matter of ratification of minutes for November 19, 2020

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to ratify TRA minutes of November 19, 2020.

Exhibit A

2.0 In the matter of Notice to Proceed with Purchase from Century Construction for Lot 8B, Phase IIIB Fairpark

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to accept the terms of Century Constructions Notice to Proceed with Purchase with an amended date of January 15, 2021 for closing and a further amendment to allow City Attorney Ben Logan to review all documents related to the MOA and TIF agreement to allow for a potential buy back by TRA should construction not commence in a timely manner.

Exhibit B

3.0 Review/Approve Contract for Purchase by WWD, LLC Lots 4-13, 4-14, 4-15 Phase IV Residential Fairpark

In the matter of contract from WWD, LLC (Don Coleman, Wilson Coleman and Blake Whitehead) to purchase 3 in Phase IV Residential, and upon a motion by Cheryl Rainey and a second by Reed Hillen the Agency voted unanimously to accept this contract for Lots 4-13, 4-14 and 4-15, Phase IV Residential Fairpark. Option agreements will be subject to the same purchase and sale agreement as established by the RFP.

Exhibit C

4.0 Review/Approve Change Order #2 Hodges Contract for Hotel Parking

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency members voted to approve Change Order #2 for Hodges Construction to use a nyloplast basin inlet in lieu of cast in place concrete inlet which is a net deduction in cost of \$4800.00. The change order would also have an addition in price for concrete from 6" to 8" to accommodate heavy truck traffic. This add is in the amount of \$8,050.70. This increases the total contract price from \$232,591.06 to \$237,241.76. Funds provided by TRA.

Exhibit D

Being no further business, the meeting of the Tupelo Redevelopment Agency adjourned at 12:00 Noon



Reed Hillen, Chair

Debbie Brangenberg

Debbie Brangenberg, Project Coordinator



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE December 10, 2020
SUBJECT: IN THE MATTER OF BID REJECTION 2020-037FP

Request:

Review/Reject Bid 2020-037FP - Grounds Maintenance and Housekeeping of the Fairpark District Campus and Downtown Tupelo Core General Grounds Maintenance.

***Ben Logan will provide cover letter.

MEMO

DATE: 12/10/20
TO: Debbie Brangenberg
CC: Don Lewis, COO
Kim Hanna, CFO
FROM: Ben Logan, City Attorney
SUBJECT: Ground Maintenance for Fairpark and Downtown
Bid 2020-C37FP



Debbie,

I have reviewed the bid solicitation specification notice and bid responses. This is a personal services contract, and competitive sealed bidding is neither practical or advantageous for what is in the city's best interest. The primary consideration in determining the award is not price, but a combination of price, cost, technical and management factors. The city has reserved the right to reject any and all bids, and it is my recommendation to reject all bids and seek requests for proposals that will allow the evaluation of these factors.

**LEGAL NOTICE
CITY OF TUPELO
MAYOR JASON SHELTON**

The City of Tupelo is accepting sealed or electronic bids for:

Bid 2020-037FP

**Grounds Maintenance and Housekeeping of the Fairpark District Campus and Downtown
Tupelo Core General Grounds Maintenance**

Until 10:00 AM, Friday, November 6, 2020 and then at said office publicly opened and read aloud. Sealed bids will be received until the designate date and time at Tupelo City Hall, 71 East Troy Street, Tax Office, Attention: Traci Dillard, Tupelo, MS 38804, by mail at City of Tupelo Attention: Traci Dillard, PO Box 1485, Tupelo, MS 38802. Electronic bids will be received until the designated date and time via electronic online submission through www.centralbidding.com.

Fairpark District property extends from KSC RR East to Elizabeth Street, and from Main Street (including median) South to property line. The Downtown Business district Core is described as follows: Green Street on the west side; Jefferson Street on the north side; KCS RR Street on the east side; Burlington Northern RR on the South Side; Main Street from Elizabeth to Veterans; Highway 45 Main Street interchange; and Veterans Boulevard/Main Street intersection; Elizabeth Street intersection and the East Main Street pedestrian corridor.

The bid documents may be requested from Traci Dillard by emailing traci.dillard@tupeloms.gov or at www.centralbidding.com. Questions concerning the bid process should be directed to Traci Dillard at 662-841-6456 or by email traci.dillard@tupeloms.gov. Questions concerning specifics on the duties included in the bid should be directed to Debbie Brangenberg at 662-841-6598 or by email at debbieb@tupelomainstreet.com.

The City of Tupelo reserves the right to waive any informality or to reject any or all bids.

CITY OF TUPELO
PURCHASING
Traci Dillard
662-841-6456
Traci.dillard@tupeloms.gov

Publish: October 8, 2020 and October 15, 2020.

*Bid amount beginning 12-1-20 ending 11-30-21
\$104,400.00*

Boyd Chambers 11/5/20

D.B.A. Ten Oaks Property Mgt.

APPENDIX O

General Specifications

- This quote is for labor only services for a period of one year- beginning December 1, 2020 through November 30, 2021.
- Successful bidder is required to have \$1,000,000 general liability insurance in place throughout the contract period.
- Any materials needed in performance of this contract are to be purchased through the City of Tupelo.
- Contractor must determine needs, obtain prices, fill out the requisition and submit to Downtown Tupelo Main Street Association (DTMSA). Present invoice with purchase requisition in duplicate to DTMSA on dates prescribed by purchasing director.
- Contractor is to provide fuel and equipment needed to perform duties.

***Please note that for all charts, the number listed in the "Frequency/times needed" column refers to frequency/times needed *annually*, unless otherwise specified.

Fairpark District Campus General Grounds Maintenance Requirements

MOWING

Included under this item is grass cutting; sidewalk and curb edging; weed eating and blowing/cleaning of sidewalks and curbs.

Location	Frequency/Times Needed
Fairpark Park	28
Main Street Median (from KCS RR to Elizabeth)	25
City Hall Lawn	28
City Hall Parking Lot	28
West Parking Lot	25
Railroad Green Strip	24
Improved Vacant Lots (2 lots)	24
Residential Area [1]	28
Clark Street Median	28
Pond Public Area	24
Elizabeth and South Line Tree Buffer	22
Farmers' Depot	24

Vacant Lot East of Century Plaza	24
1 Mower width wide along new section of Clark including Full Median intersections and parking islands	24
1 Mower width wide along Monagan and Fairpark Drive and Grandstand Ave including parking islands	24

--

FAIRPARK FOUNTAIN

Activity	Frequency/times needed
Clean and change filters	20
Clean entire fountain system, drain reservoir, vacuum sediment	1
Troubleshoot maintenance and service needs in event of breakdown [2]	as needed
Change lights	as needed
Monitor chlorine levels	Once a week and as needed
Paint/touch up bollard lights and benches	as needed

IRRIGATION SYSTEM

These activities include the following locations: Fairpark Park, Main Street median, City Hall lawn, Clark Street median, Residential Park, Elizabeth Street buffer drip system.

Activity	Frequency/times needed
Repair leaks and broken heads	as needed
Adjust heads	as needed

PLAYGROUND MAINTENANCE

- Grease merry-go-round monthly
- Spread and level mulch around structures and playground equipment as needed
- Maintain drinking fountain
- Paint touch-up on metal structures

ELECTRICAL SYSTEMS

- Repair outlets and breakers
- Repair bollard lamps, lenses, diffusers, ballast
- Replace bulbs

PLANT MATERIAL

Activity	Frequency/times needed
Arrange for "grow off" of hanging baskets in Fairpark park	
Prepare beds and plant annuals in Elvis plaza	2
Plant planters at front gate	2
Plant planters at front door of City Hall	2
Plant pickup truck bed at Farmers' Depot including open areas adjacent to pickup truck (6 baskets)	1
Plant concrete planters on west side of Farmers' Depot (trailing vines)	1
Weed and fertilize [3]	as needed
Plant 2 square planting spots on East side of Elvis plaza	1
Remove and replace dead trees throughout campus	mid-winter
replace dead shrubs throughout campus	late winter

PRUNING

Activity	Frequency/times needed
Prune trees for form, clearance, deadwood and correctional throughout campus on all public areas as needed throughout the year.	2 (Spring and Late fall)
Prune shrubs throughout campus (Fairpark Park, City Hall, playground Wisteria, utility buffers - 5 locations, Elvis plaza)	4
Prune & Weed shrub beds and pick up truck bed at Farmers Market Vines are to be pruned level with the painted fence line on mural	6

WATER NEEDS

- Upkeep and maintenance of irrigation systems in Fairpark Main Street Green Street to Veterans Blvd.
- Hand-water all common public areas - between sidewalks and curbs, including all parking lot areas - as needed in times of no significant rainfall (1 ½ inches) for a period of 15 days. Requires dragging hoses across parking lots and setting of impact heads and soaker hoses several times throughout the day.
- The irrigational system on Clark Street is operated by turning on the well pump and attaching a connector hose from the pump to the irrigational orifice.
- Water Hanging baskets and truck bed at Farmers Depot daily
- Water hanging baskets around Fairpark daily – Fertilize Twice

LITTER

Activity	Frequency/times needed
Pick up litter throughout Fairpark District Campus	Twice a week
Empty trashcans in Fairpark Park	as needed
Empty trashcans outside City Hall	as needed
Pick up dead limbs in parking lots and across areas	as needed
Pick up litter after all public events in Fairpark District	as needed
Pick up litter around residential pond	Once a week

ROUTINE

Activity	Frequency/times needed
Apply herbicide in tree grove; parking lots; around trees in sidewalks; in sidewalk cracks; in curb cracks	10
Lower and raise flags at Fairpark entrance for special commemorations	as needed
Pressure wash sidewalks (list proposed areas)	6 days in late winter
Touch up paint on bollards benches and electrical boxes throughout campus	as needed
Coordinate with Waste Management the use of residential solid waste containers for park events throughout the year	as needed
Clean leaves and debris from curb inlets throughout campus and Downtown District	as needed
Arrange for tree deep root fertilization then monitor	2

Arrange for contract fertilization and herbicide application then monitor [4]	
Fertilize all trees and shrubs on campus <u>not</u> covered under contract	
Repair and maintain residential pond fountain	
Install and remove banners on light poles along Main Street	as needed
Place Christmas lights in trees of intersections (12 trees, 3 strings/tree)	
Remove leaves and debris from storm drains	as needed
Trim vines and invasive trees from shrubs and trees	6
Dead head roses in garden as needed	trim in February
Monitor and service hand sanitizing stations located throughout downtown.	As needed
Apply fire ant bait throughout campus	as needed

SEASONAL

Activity	Frequency/times needed
Remove leaves from Fairpark Park curbs and gutters	As Needed
Aerate Fairpark Park with pull-behind and self-propelled plugging devices, followed by spreading at least two dump trucks of sand with a spreader provided by Parks and Recreation, then followed by dragging to even dirt.	Late Spring
Fill ruts created by vehicles on park to make lawn as even as possible	
Set up and take down 25-foot artificial Christmas tree in Fairpark	Seasonal
Mulch all trees and beds throughout campus (approximately 70 cubic yards)	early Spring
Application of winter rye grass in park at Fairpark	
Determine quantity of ryegrass required	
Determine quantity of slow release fertilizer sufficient for 2 applications	After seeding and Early January
Prepare Lawn by slicing and plug aerating entire area including all narrow lawn strips	

After seeding, mow lawn throughout winter at regular 2 week intervals including edging weed eating and clean-up	12
Apply herbicide after emergence to all mulched areas and tree rings to kill unwanted rye grass	

****At no additional compensation, contractor is to do other projects, duties or activities not specifically listed in the required duties within reason.****

-
- [1] All grass strips between sidewalk and curb, common park area, city-owned vacant lots
 [2] This is to include repair and replacement of various pipes, fittings, valve assemblies and electrical solenoids. Contractor may seek advice concerning repair from the manufacturer, Sundance Water Designs.
 [3] Weed removal is of the utmost importance; they will not be tolerated.
 [4] Locations: Main Street median, Fairpark Park, City Hall lawn, City Hall parking lot, residential public areas, Clark Street median, residential park

Downtown Tupelo General Grounds Maintenance Requirements

The Downtown Business District Core is described as follows: Green Street on the west side; Jefferson Street on the north side; KCS RR Street on the east side; Clark Street on the south side; Main Street from Elizabeth to Veterans Highway 45 Main Street interchange; and Veterans Boulevard Main Street intersection, Elizabeth Street intersection and the East Main Street pedestrian corridor.

Activity	Frequency/times needed
Public trashcans within the described limits are to be emptied	Twice a week (Monday and Friday)
Litter on sidewalks, curbs and landscape beds is to be picked up	Once a week
Sidewalks and curbs are to be cleaned with leaf blower	Weekly

Crosswalks are to be blown with leaf blower	Once a week
Alleys are to be cleaned of debris, litter, trash, leaves, etc.	As needed or at least 8 times
Hand-pick commercial garbage that overflows/sits out in front of dumpsters. This garbage is to be hauled to another commercial dumpster in the downtown area that is not overflowing.	Contractor must be available at all times
The sidewalks and curbs on North Spring Street, between Main Street and Court Street, and the north side of Main Street, between Broadway and Spring streets, are to be cleaned using a leaf blower	Weekly
Spring Cleanup [1]	1
Mulching all landscape beds and tree rings with pine straw	2 (Spring and Fall)
Deadheading of blooming plants	6
Fertilizing of all beds [2]	2
Landscape bed weeding, mechanical and chemical	as needed
Fall cleanup of landscape beds	2
Shrub pruning [3]	3
Tree pruning [4]	1
Irrigation system startup	1
Irrigation system winterizing	1
Irrigation system monitoring	weekly
Irrigation system repair	as needed
Parking lot cleaning [5]	4
Trim vines and invasive weeds from shrub beds on Main Street Vine trimmed neatly to brick edge	as needed

SUNDAY LITTER REMOVAL

Litter removal in the described downtown core district is required EVERY Sunday morning before 9:00 a.m. This is to include sidewalks, curbs, streets and parking lots on either side of Front Street from North Main Street to Jefferson Street.

HEIR WEALTH MANAGEMENT PARK

Heir Wealth Management Park (Waterworks Park) on Court Street is to be maintained. This activity includes: regular mowing, weed control, shrub and tree trimming, fertilization, irrigational maintenance and bed mulching.

SIDE STREET TREE MAINTENANCE

Trees on sidewalks on side streets within downtown

Activity	Frequency/times needed
Trimmed for water sprouts (suckers)	as needed
Mulched	2 times (Spring, Fall)
Pruned for shape, visibility or clearance	1
Farmers Depot, Blow to remove Debris and Dirt	Friday of Market Season

EAST MAIN PEDESTRIAN CORRIDOR

Trees planted in conjunction with the East Main Street pedestrian corridor, Elizabeth Street to Veterans Boulevard

Activity	Frequency/times needed
Mulched with pine straw or chips	2
Fertilized [2]	2

****At no additional compensation, contractor is to do other projects, duties or activities not specifically listed in the required duties.****

April:	Bud and Burgers	36 Man Hours
	Wine Downtown	2 Man Hours

May-October:	Farmer's Depot Maintenance	48 Man Hours
June:	Elvis Festival	135 Man Hours
July:	Down On Main	40 Man Hours
August:	Down On Main	40 Man Hours
September:	Down On Main	40 Man Hours
	Communities Forward	5 Man Hours
	Ale Trail	2 Man Hours
October:	Chili Fest	35 Man Hours
November:	Taste of Tupelo	5 Man Hours
	Pigskins in the Park	40 Man Hours
December:	Christmas Parade	18 Man Hours
	New Year's Eve Celebration	45 Man Hours
	TOTAL	491 Man Hours

Additional Watering: 2 hours daily - May 1 – September 30 - 2 hours daily to include but not limited to hanging baskets at Fairpark and City Hall Front Door. **153 Man Hours**

OTHER ITEMS AS NEEDED AFTER HOURS AND/OR WEEKENDS: **At no additional compensation, contractor is to do other projects, duties or activities not specifically listed in the require duties within reason**

A MATERIALS BUDGET IS AVAILABLE FOR MATERIALS ASSOCIATED WITH THE FOLLOWING ASPECTS:

Plant material for hanging baskets for Fairpark and Farmer's Depot

- Annual Color – Fairpark and Farmer's Depot
- Replacement Plant Material
- Playground Mulch
- Landscape Mulch
- Herbicide and Fertilizer Contract
- Tree Fertilizer Application
- Fountain Shades
- Fountain Supplies
- Misc. Supplies
- Herbicides
- Fertilizers

Rental of equipment as needed

[1] consists of leaf removal and replacement of dead plant material, planting of annuals in Main Street beds

[2] requires a well-balanced fertilizer to maintain a healthy color and growth

[3] plant material pruned to maintain a neat natural appearance; limbs that obstruct buildings, walkways, or vehicular traffic shall be removed

[4] Remove binding or damaged limbs; prune for height clearance; limbs that obstruct vehicular traffic shall be removed; corrective pruning is to be performed in mid-winter

[5] Leaves and debris are to be removed; litter is to be regularly picked up

O.K. CLEANING SERVICE INVOICE



PO Box 39 Batesville, Ms. 38606
 (662) 609-7185
 (662) 563-0791

Invoice No.: quote

Customer Information::

Tupelo City Hall date; 10-15-2020

71 East Troy St.

Tupelo, MS. 38802

Quantity	Description	Unit Price	TOTAL
Ground Maintenance and Event Support	<p>Ground Maintenance and Housekeeping of the Fairpark District Campus Downtown Tupelo Core General Grounds Maintenance Event Support</p> <p>OK Cleaning Service will perform the statement of work described within the documents for the City of Tupelo. We accept the terms and conditions of these documents and to fulfill each of them. OK Cleaning Service's compensation for the term of this contract will be in the amount of \$8,142.17/month for the 12 mo. Period.</p>	\$8,142.17/mo	
		Subtotal	\$
		Deposit	
		Discounts	
		TOTAL	\$

Oscar Telford 10-15-2020

Oscar Telford 10-15-2020

ORDER**ORDER DETERMINING AND APPROVING REQUEST FOR PROPOSALS AS MOST ADVANTAGEOUS AND PRACTICABLE METHOD OF PROCUREMENT FOR GROUNDS MAINTENANCE AND HOUSEKEEPING OF THE FAIRPARK DISTRICT CAMPUS AND DOWNTOWN TUPELO CORE GENERAL GROUNDS MAINTENANCE**

WHEREAS, the City of Tupelo (“CITY”) solicited bids for personal services for Grounds maintenance and Housekeeping of the Fairpark District Campus and Downtown Tupelo Core General Grounds Maintenance (Bid 2020-037FP); and

WHEREAS, the city reserved its right to reject any and all bids, and has rejected all bids; and

WHEREAS, the city has determined that competitive sealed bidding for this personal services contract is neither practical nor advantageous for what is in the city’s best interest; and

WHEREAS, the primary consideration in determining the award is not price, but a combination of price, cost, technical and management factors and seeks requests for proposals that will allow the evaluation of these factors.

NOW, THEREFORE, IT IS FOUND by the City Council of the City of Tupelo, Mississippi, finds that price is not the primary consideration in procurement of this personal services contract and is neither practical nor advantageous for what is in the city’s best interest. Further, it is found that a combination of price, cost, technical and management factors are necessary to evaluate the procurement of these personal services and that the request for proposals method is the city’s best procurement method.

The following factors have been considered as advantageous: (a) The need for flexibility; (b) The type of evaluations that will be needed after offers are received; (c) The evaluation factors involve the relative abilities of offerors to perform, including degrees of technical or professional experience or expertise; (d) price is a secondary consideration; (e) Prior procurements of personal services contracts indicate that a request for proposals may result in more beneficial contracts for the city.

The following factors shall be considered when determining practicability: (a) Oral or written discussions may need to be conducted with offerors concerning technical and price aspects of their proposals; (b) Offerors may need to be afforded the opportunity to revise their proposals, including price; (c) The award may need to be based upon a comparative evaluation of differing price and contractual factors as well as quality factors that include technical and performance capability and the content of the technical proposal; (d) The primary consideration in determining award may not be price.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Tupelo, Mississippi, that request for proposals will be utilized as the preferred procurement method and solicited for the personal services contract for Grounds Maintenance and Housekeeping of the Fairpark District Campus and Downtown Tupelo Core General Grounds Maintenance.

The foregoing order was proposed in a motion by Councilmember Whittington, seconded by Councilmember Palmer, and was brought to a vote as follows:

Councilmember M. Whittington voted	<u>AYE</u>
Councilmember L. Bryan voted	<u>AYE</u>
Councilmember Beard voted	<u>AYE</u>
Councilmember Davis voted	<u>AYE</u>
Councilmember Palmer voted	<u>AYE</u>
Councilmember M. Bryan voted	<u>AYE</u>
Councilmember Jennings voted	<u>AYE</u>

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the 15th day of December, 2020

CITY OF TUPELO, MISSISSIPPI



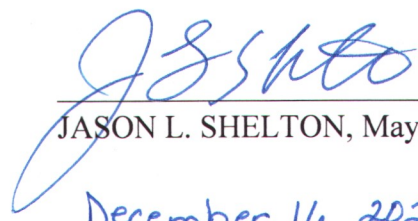
MIKE BRYAN, City Council President

ATTEST:



 MISSY SHELTON
 Clerk of the Council

APPROVED:



 JASON L. SHELTON, Mayor

 December 16, 2021
 DATE

Tupelo Coliseum Commission

Meeting Minutes

October 26 2020

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, October 26, 2020, at 3:00 p.m. in the Conference Center rooms Poplar and Elm with the following present:

Vice-Chairman Neal McCoy
Commissioner Jason Hayden
Commissioner Cindy Murphy
Commissioner Tom Brown
Commissioner Yvette Crump
Commissioner Marcus McCoy
Chairman Nat Grubbs

Representatives of the City of Tupelo Present:

Kim Hanna, Chief Financial Officer
Kevan Kirkpatrick, Interim Executive Director – BancorpSouth Arena
Markel Whittington – City Councilman

Chairman Grubbs called the meeting to order at 3:03 p.m.

Approval of Minutes from September 21, 2020, Regular Meeting Minutes

Commissioner McCoy made a motion to approve the minutes from September 21, 2020, as presented seconded by Commissioner Hayden. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna reported on finances stating there is “over \$794k in the operating money, stated Hanna. “We are in a really good financial place considering COVID and the basic shut down and we did not have to break into the reserve this year. We have transferred the \$275k from the City and the \$250k for BancorpSouth’s naming rights into the fund balance,” stated Hanna.

Director’s Report

Kevan Kirkpatrick, Coliseum interim director reported that “Disney on Ice and Ice Skating will not happen this winter. We’ve got a lot of dates held in 2021 everyone is just waiting to see what is going to happen.”

Executive Director Search:

Commissioner Hayden reported that the ad-hoc committee and the search firm completed all the phone interviews of the candidates, the committee then picked four finalists to do a zoom interview and those were all completed. "The whole committee thought the interviews went well and we will meet after this meeting to discuss which two will come to Tupelo for the in-person interviews," stated Hayden.

New Business:

Refunds

After a brief conversation, commissioner Hayden made a motion to refund the amounts of \$2,000 for the Howell/Stokes wedding and \$1,500 for the Simmons/Hans wedding due to COVID-19, seconded by commissioner McCoy. All commission members voting aye, motion passed.

Check Approval:

Chairman Grubbs asked for a motion to approve the checks. Commissioner Brown motioned to approve the checks. Commission Murphy seconded the motion. All commissioners voted aye; the motion passed.

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:20 p.m.

not present at Meeting

Yvette Crump
Secretary



Nat Grubbs
Chairman

ORDER

**AN ORDER AMENDING PREVIOUSLY ADOPTED MINUTES OF JANUARY 7, 2020,
BY ADDING ACTION OF CITY COUNCIL ACCEPTING NOVEMBER 18, 2019
MINUTES OF TUPELO COLISEUM COMMISSION**

WHEREAS, on January 7, 2020, the City Council accepted the November 18, 2019, Minutes of the Tupelo Coliseum Commission, but said action was inadvertently omitted from the recorded minutes; and

WHEREAS, recorded minutes of January 7, 2020, have been previously adopted, and need to be amended to reflect this omission; and

NOW THEREFORE, it is hereby ordered by the City Council of Tupelo as follows:

1. The municipal minutes of January 7_, are hereby amended to add:

Councilman Beard moved, seconded by Councilman Palmer, to accept the November 18, 2019 Minutes of the Tupelo Coliseum Commission. The vote was unanimous in favor.

2. A copy of this Order is appended to these Minutes as Appendix R. The Clerk of the Council is directed to notate in red the minutes of January 7, 2020, of this amendment to the previously adopted minutes, referencing its inclusion in the Municipal Minutes of December 15, 2020.

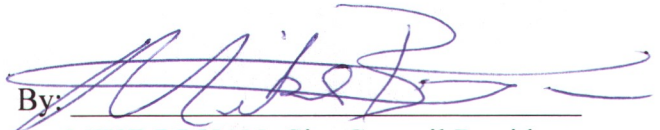
After a full discussion of this matter, Council Member Whittington moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Palmer and upon the question being put to a vote, the results were as follows:

Councilmember Whittington voted	AYE
Councilmember L. Bryan voted	AYE
Councilmember Beard voted	AYE
Councilmember Davis voted	AYE
Councilmember Palmer voted	AYE
Councilmember M. Bryan voted	AYE
Councilmember Jennings voted	AYE

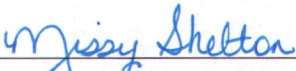
The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 15th day of December, 2020.

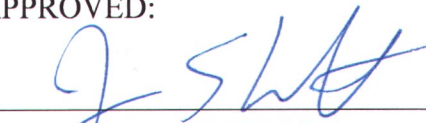
CITY OF TUPELO, MISSISSIPPI

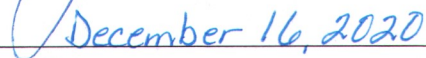
By: 
MIKE BRYAN, City Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


JASON L. SHELTON, Mayor


DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Jason L. Shelton, Mayor

DATE: December 15, 2020

SUBJECT: IN THE MATTER OF APPOINTMENT OF JANIS MCCOY TO TUPELO
ELECTION COMMISSION JS

NOTE:

Bio pending...

Janis McCoy has about 17 years of training experience and about 19 years teaching experience. She is currently treasurer for the Eta Chapter of Delta Kappa Gamma (an organization for women educators) and 1st Vice-Regent of the Mary Stuart Chapter of the Daughters of the Revolution. She is currently serving as State Chair of the American History Committee for the DAR. Janis as served as an election poll worker for about the past eight years for Lee County.

Before retiring in 2009 she taught sociology at Itawamba Community College. Janis has done volunteer work at the Good Samaritan Clinic in Tupelo. Until the pandemic, she worked at the Sanctuary Village Shop. She continues to work with the jail ministry at Gloster Street church of Christ.

Prior to teaching at ICC, she and her husband Randy McCoy, lived in Oak Ridge, Tennessee; where she was the Training Manager at the University of Tennessee Medical Center in Knoxville. She also served as consultant and trainer with Advanced Management, Inc. and Roane State Community College. Janis worked on a consulting basis with the Center for Effective Performance, an Atlanta based company that develops competency-based training.

Prior to moving to Tennessee in the summer of 1998, Janis served as a training manger for SkyTel at its corporate headquarters in Jackson, Mississippi. While working at Hinds Community College, she designed, developed, and delivered training in supervisory skills, team leadership skills, customer service, and a number of other areas. Janis assisted in the development of a team-building course that incorporated classroom and challenge course activities. At Copiah-Lincoln Community College, she was among the first workforce specialists in Mississippi; which provided basic skills training for hourly employees.

Janis began her training career as Staff Development Coordinator at North Mississippi Medical Center in Tupelo, Mississippi. She was responsible for all non-clinical training and tracking the training of all hospital employees. At St. Dominic's Hospital in Jackson, Mississippi, Janis served as Director of HeathLine, which provided fitness and wellness programs for corporations and the community. She also served as Director of Educational Services at St. Dominic's, during which time she worked with hospital administrators to develop quality management plans and training for hospital employees. Other responsibilities included: supervising nursing and non-clinical instructors and a media specialist; and working with departments to meet Joint Commission for Accreditation requirements.

Although her educational background is in secondary education, she began conducting adult educational programs during her fourteen year teaching career, by providing stress management and in-service developmental programs for teachers. For over 15 years, Janis was a volunteer trainer of trainers with the Prairie Council of Girl Scouts. She received her B.S. degree in secondary education from Mississippi State University and master's degree in secondary education from the University of Mississippi. Janis has earned almost 40 additional hours in a number of areas including sociology, law, paralegal studies, communications and human resource development.

RESOLUTION

RESOLUTION ACCEPTING DONATION OF 4.7 ACRES, MORE OR LESS, OF REAL PROPERTY LOCATED NEAR MCCULLOUGH BOULEVARD FROM SOUTHERN LODGING, LLC., A MISSISSIPPI LIMITED LIABILITY COMPANY

WHEREAS, Southern Lodging, LLC., a Mississippi limited liability company, the owner of a parcel of real property located at 3898 McCullough Boulevard has offered to donate to the City of Tupelo said real property described in Exhibit "A" attached hereto; and

WHEREAS, based upon staff recommendations that the property is viable and the acceptance thereof is in the best interest of the health, safety and welfare of the public, it would be in the best interest of public convenience and necessity that the parcel of real property located at 3898 McCullough Boulevard be accepted by the City of Tupelo; and

WHEREAS, the City of Tupelo is a nonprofit government entity as determined by current Internal Revenue Service regulations, and certain non-monetary donations are eligible as tax deductions.

NOW THEREFORE, incorporating these prefatory findings herein, the parcel of real property located at 3898 McCullough Boulevard and described in the legal description attached as Exhibit "A" shall hereby be accepted by the City of Tupelo, and the Mayor of the City of Tupelo is hereby authorized to accept by general warranty deed said real property. Further, the Mayor of the City of Tupelo is authorized to sign any donor acknowledgment letter on behalf of the City of Tupelo regarding this donation.

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



Councilman Whittington voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember M. Bryan voted	<u>Aye</u>
Councilmember Jennings voted	<u>Aye</u>

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Council on this the 15th day of December 2020.


MIKE BRYAN, Council President

ATTEST:



MISSY SHELTON, Council Clerk

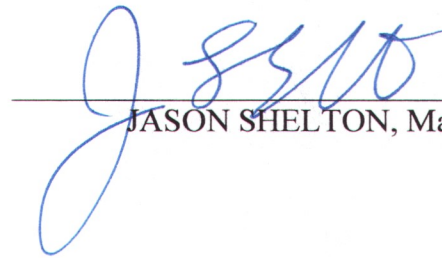

JASON SHELTON, Mayor

Exhibit "A"

Beginning at the Southeast corner of the Southwest Quarter of Section 9, Township 9 South, Range 5 East, Lee County, Mississippi; thence with the South line of said Section 9, South 87 degrees 55 minutes 00 Seconds West 502.35 feet to the East line of Old U.S. Highway No. 78; thence with the East line of said Old U.S. Highway No. 78, North 42 degrees 20 minutes 00 seconds West 124.48 feet; thence North 56 degrees 49 minutes 17 seconds East 95.32 feet; thence North 50 degrees 41 minutes 05 seconds East 203.96 feet; thence North 55 degrees 17 minutes 06 seconds East 423.51 feet to the half section line of said Section 9; thence with said half section line South 00 degrees 01 minute 00 seconds East 496.33 feet to the Point of Beginning. Containing 3.9 acres, more or less.

ALSO BEING CONVEYED is a perpetual, non-exclusive 25 ft. wide easement for ingress and egress extending 12.5 feet either side of the hereinafter described centerline:

Commencing at a cotton spindle found marking the Southeast corner of the Southwest Quarter of Section 9, Township 9 South, Range 5 East, Lee County, Mississippi; run thence North for a distance of 380.76 feet; run thence West for a distance of 166.95 feet for the Point of Beginning; run thence North 24 degrees 01 minute 37 seconds West for a distance of 57.90 feet; run thence North 36 degrees 25 minutes 35 seconds West for a distance of 66.57 feet; run thence North 70 degrees 01 minute 47 seconds West for a distance of 17.84 feet; run thence South 78 degrees 41 minutes 32 seconds West for a distance of 10.13 feet; run thence South 55 degrees 12 minutes 19 seconds West for a distance of 242.35 feet; run thence South 08 degrees 14 minutes 32 seconds West for a distance of 16.83 feet; run thence South 10 degrees 25 minutes 07 seconds East for a distance of 63.21 feet; run thence South 02 degrees 07 minutes 48 seconds West for a distance of 30.83 feet; run thence South 21 degrees 48 minutes 11 seconds West for a distance of 50.72 feet; run thence South 36 degrees 24 minutes 04 seconds West for a distance of 50.10 feet; run thence South 52 degrees 09 minutes 00 seconds East for a distance of 32.44 feet; run thence South 60 degrees 31 minutes 26 seconds West for a distance of 21.36 feet; run thence South 69 degrees 50 minutes 06 seconds West for a distance of 31.16 feet; run thence South 78 degrees 15 minutes 02 seconds West for a distance of 45.78 feet to the right-of-way of Old U.S. Highway 78.

All lying and being in the Southwest Quarter of Section 9, Township 9 South, Range 5 East, Lee County, Mississippi.

ALSO BEING CONVEYED is a perpetual, non-exclusive easement for ingress and egress over and across the following described property:

Commencing at a cotton spindle found marking the Southeast corner of the Southwest Quarter of Section 9, Township 9 South, Range 5 East, Lee County, Mississippi; run thence North for a distance of 102.56 feet; run thence West for a distance of 541.79 feet for the Point of Beginning; run thence North 88 degrees 44 minutes 32 seconds West for a distance of 35.77 feet; run thence South 79 degrees 56 minutes 41 seconds West for a distance of 34.77 feet; run thence South 72 degrees 49 minutes 41 seconds West for a distance of 25.02 feet to the right-of-way of Old U.S. Highway 78; run thence North 42 degrees 20 minutes 00 seconds West along the right-of-way of said Highway

for a distance of 46.20 feet; run thence North 44 degrees 34 minutes 52 seconds East for a distance of 6.79 feet; run thence North 82 degrees 02 minutes 47 seconds East for a distance of 54.58 feet; run thence North 83 degrees 59 minutes 38 seconds East for a distance of 16.95 feet; run thence North 70 degrees 38 minutes 06 seconds East for a distance of 43.65 feet; run thence North 60 degrees 25 minutes 32 seconds East for a distance of 32.47 feet; run thence North 52 degrees 41 minutes 15 seconds East for a distance of 25.03 feet; run thence South 68 degrees 35 minutes 41 seconds East for a distance of 50.92 feet; run thence South 50 degrees 41 minutes 05 seconds West for a distance of 43.71 feet; run thence South 56 degrees 49 minutes 27 seconds West for a distance of 64.03 feet to the Point of Beginning.

All lying and being in the Southwest Quarter of Section 9, Township 9 South, Range 5 East, Lee County, Mississippi and containing 0.08 acres.

Lee County, MS



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- Parcels
- SOFT_LN
- LANDHOOK_LN
- Imagery2019

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Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Esri, HERE, Garmin, INCREMENT P,

APPENDIX T