



TUPELO REGULAR CITY COUNCIL MEETING

OCTOBER 04, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER LYNN BRYAN

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER NETTIE DAVIS

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

1. IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

2. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN
3. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF 5661 BUTLER ROAD TN
4. IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCELS FRONTING EAST MAIN ST FROM HWY 45 TO VETERANS BLVD (RZ22-03) TN

5. IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCELS FRONTING WEST MAIN ST FROM MADISON ST TO GLOSTER ST (RZ22-04) **TN**
6. IN THE MATTER OF PUBLIC HEARING FOR ORDINANCES AMENDING DEVELOPMENT CODE (TA22-03.01 - TA22-03.26) **TN**

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

7. IN THE MATTER OF AN ORDINANCE REZONING PROPERTIES AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI FOR PROPERTIES FRONTING EAST MAIN STREET (RZ22-03) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**
8. IN THE MATTER OF AN ORDINANCE REZONING PROPERTIES AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI FOR PROPERTIES FRONTING WEST MAIN STREET (RZ22-04) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING**TN**
9. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE CHAPTER 2: DEFINITIONS AND RULES OF CONSTRUCTION, AND OTHER CODE SUB-SECTIONS AFFECTED BY DEFINITION CHANGES (TA22-03.01) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING**TN**
10. IN THE MATTER OF AN ORDINANCE AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 PURPOSE AND APPLICABILITY, AND CERTAIN SUB-SECTIONS OF SECTION 5.2 PRIMARY USE, DEVELOPMENT CODE CHAPTER 5 OVERLAY DISTRICTS (TA22-03.02) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**
11. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.3 DESIGNATING SUB-DISTRICTS (TA22-03.03) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**
12. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING COMPOSITE FIGURE 5.3.3 SUB-DISTRICT OVERLAY MAP CHANGES (TA22-03.04) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**
13. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SECTION 5.3, MIXED USE DOWNTOWN OVERLAY DISTRICT, SUB-SECTION

5.3.4.1 INCLUDING FIGURE 5.3.4 (TA22-03.05) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN

14. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (1) JUDICIAL SUB-DISTRICT (TA22-03.06) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
15. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (2) CITY CENTER RETAIL SUB-DISTRICT (TA22-03.07) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
16. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (3) FINANCIAL SUB-DISTRICT (TA22-03.08) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
17. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (4) COLISEUM SUB-DISTRICT (TA22-03.09) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
18. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (5) GATEWAY EAST SUB-DISTRICT (TA22-03.10) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
19. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (6) GATEWAY WEST SUB-DISTRICT (TA22-03.11) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
20. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (7) FAIRGROUNDS SUB-DISTRICT (TA22-03.12) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
21. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (8) MAJOR DEVELOPMENT SUB-DISTRICT (TA22-03.13) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
22. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4.3 ALLOWED USES TABLE 5.3.4.3 (1) RESIDENTIAL

USES (TA22-03.14) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN

23. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4.3 ALLOWED USES TABLE 5.3.4.3 (2) NON-RESIDENTIAL USES (TA22-03.15) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
24. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTIONS 5.3.4.4 (COMPATIBILITY STANDARDS), 5.3.6 (DESIGN STANDARDS) AND 5.3.7 (REVIEW PROCESS) (TA22-03.16) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
25. IN THE MATTER OF ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.5 HEIGHT AND AREA TABLES 5.3.5A AND 5.3.5B (TA22-03.17) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
26. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.5 JOYNER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.18) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
27. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY REPEAL OF SECTION 5.6 SHARON HILLS NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.19) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
28. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ESTABLISHING (NEW) SECTION 5.6, PARK HILL BUSINESS DISTRICT OVERLAY DISTRICT (TA22-03.20) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
29. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY REPEAL OF SECTION 5.7 BEL AIR NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.21) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
30. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ESTABLISHING (NEW) SECTION 5.7, MILL VILLAGE HISTORIC PRESERVATION OVERLAY DISTRICT (TA22-03.22) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN
31. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY CHANGING THE NAME AND AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.8 WEST JACKSON NEIGHBORHOOD REDEVELOPMENT OVERLAY DISTRICT (TA22-03.23) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING TN

- [32.](#) IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.9 WINFIELD NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.24) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**
- [33.](#) IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**
- [34.](#) IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ADDING APPENDIX “A” CONTAINING VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA22-03.26) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING **TN**

ROUTINE AGENDA

- [35.](#) IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MEETING ON SEPTEMBER 20, 2022
- [36.](#) IN THE MATTER OF BILL PAY **KH**
- [37.](#) IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
- [38.](#) IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**
- [39.](#) IN THE MATTER OF ACCEMPTANCE OF GRANT AWARD FOR HOMELAND SECURITY GRANT 22LE366 **AC**
- [40.](#) IN THE MATTER OF ACCEMPTANCE OF GRANT AWARD FOR HOMELAND SECURITY GRANT 22LE366B **AC**
- [41.](#) IN THE MATTER OF APPOINTMENT OF AMY TATE TO TUPELO PUBLIC SCHOOL BOARD FOR A FIVE YEAR TERM **TJ**
- [42.](#) IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
- [43.](#) IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID PROPERTY CLEANING AND DEBRIS REMOVAL **TN**
- [44.](#) IN THE MATTER OF REVIEW/APPROVE PROPERTY FOR DEMOLITION **TN**
- [45.](#) IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES OF SEPTEMBER 12, 2022 **TN**
- [46.](#) IN THE MATTER OF MOU WITH CITY OF TUPELO AND FBI **JQ**
- [47.](#) IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF AUGUST 15, 2022 **KK**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Name, Title
DATE Month Day, 20XX
SUBJECT: IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

Request:

Mayor Jordan will present a proclamation for Piominko Day 2022.



OFFICE OF THE MAYOR
PIOMINKO DAY
PROCLAMATION

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

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

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

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

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

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

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

NOW THEREFORE, Todd Jordan, Mayor of Tupelo, Mississippi, does hereby proclaim October 10, 2022, as

PIOMINKO DAY

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 10th day of October, the year of our Lord two thousand and twenty two.

ATTEST:

 Todd Jordan, Mayor

 Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE October 4, 2022
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

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

Preliminary Lot Mowing Report for 10/4/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43293	077P3506700	107 LAKEVIEW DR	GDA INVESTMENTS LLC	P O BOX 87	RED BANKS, MS 38661	JLS
2.	43294	077P3507401	215 LAKEVIEW DR	WATTS KEVIN & JANICE L	215 LAKEVIEW	TUPELO, MS 38801	JLS
3.	43295	077P3507600	219 LAKEVIEW DR	REINHAUS ROBERT M	PO BOX 3098	TUPELO, MS 38803	JLS
4.	43296	101M1216401	1153 S GLOSTER ST	SETHI S L & RAKSHA	1554 WEST PEACE STREET	CANTON, MS 39046	SB
5.	43301	113T0501500	PAYNE ST	MORGAN STEVE & BILL	PO BOX 365	BOONEVILLE, MS 38829	RS
6.	43302	088N3304700	335 CANAL ST	FAULKNER LLOYD	P O BOX 100	HOUSTON, MS 38851	RS
7.	43304	088N3302600	216 CANAL ST	FKH INVESTMENTS LLC	106 6TH AVE NW	AMORY, MS 38821	RS
8.	43308	088N3305700	151 CANAL ST	WENSLEY COLLEEN M	POST OFFICE BOX 6474	CONCORD, CA 94524-1474	RS
9.	43312	113A0608800	718 CROSSOVER RD	ORTHOPAEDIC PROPERTIES LLC	2033 STONYBROOK COVE	TUPELO, MS 38804	RS
10	43317	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	RS
11	43318	079V3210000	5437 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	DS
12	43320	106G1305001	929 BICKERSTAFF ST	CUMMINGS T C & PAM STL MINISTRIES	1645 SUNFLOWER CIR	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 10/4/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43321	106C1315500	930 BICKERSTAFF ST	JM HARRISON PROPERTIES LLC	4098 LINCOLN CIRCLE	TUPELO, MS 38801	RS
14	43323	106G1310500	3332 CRAIGMONT CIR	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	RS
15	43324	106G1310600	3346 CRAIGMONT CIR	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	RS
16	43326	077Q3620500	IDA B WELLS ST	HANCOCK ESTATES LP	725 AVIGNON DR STE C	RIDGELAND, MS 39208	SB
17	43328	088Q3400800	1815 MARTIN HILL DR	SEARCY MELVIN & MICKIE	1815 MARTIN HILL DR	TUPELO, MS 38804	RS
18	43330	113E0607900	921 LYNDEN BLVD	COOMBS JOHNNIE	PO BOX 127	BLUE MOUNTAIN, MS 38610	RS
19	43331	113E0611300	908 LYNDEN BLVD	SCRUGGS WESLEY D	1264 N VETERANS BLVD	TUPELO, MS 38804	RS
20	43332	084U1900705	NATION HILL DR	BRISTOW GERALD MITTS	P.O. BOX 362	TUPELO, MS 38802	JLS
21	43333	084U1900701	NATION HILLS DR	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	JLS
22	43334	078H2711100	902 HOLLY HILL DR	JM HARRISON PROPERTIES LLC	4098 LINCOLN CIRCLE	TUPELO, MS 38801	JLS
23	43335	077K3516000	106 PINE HILL DR	COLLIER LYNN B	106 PINEHILL DR	TUPELO, MS 38801	JLS
24	43336	077K3516400	111 PINE HILL DR	MASON CHERYL S	111 PINEHILL	TUPELO, MS 38801	JLS

Preliminary Lot Mowing Report for 10/4/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	43339	078D2702800	1466 GUN CLUB RD	MOORE JEREMIAH	1466 GUN CLUB RD	TUPELO, MS 38801	RS
26	43341	079V3203003	227 SWEETGUM LN	HANCOCK KEVIN D & STACY D	227 SWEETGUM LN	TUPELO, MS 38801	JLS
27	43344	089N3107500	627 CARNATION	HANCOCK LAND TRUST	BILLY HAYGOOD TRUSTEE	TUPELO, MS 38803	SB
28	43345	089N3107400	642 CARNATION	INSULATION SALES OF MISSISSIPP	842 CARNATION	TUPELO, MS 38804	SB
29	43347	113E0614400	813 SHUMACOLA TRL	COLLINS SIMHA ARLETTE	813 SHUMACOLA TRAIL	TUPELO, MS 38801	SB
30	43353	101H0100900	1100 CLEVELAND ST	DABBS ROBERT LOWELL	1100 CLEVELAND	TUPELO, MS 38801	SB
31	43355	101H0115000	819 SHUMACOLA TRL	MAH JEANINE E	3408 DELL GLADE DRIVE	MEMPHIS, TN 38111	SB
32							
33							
34							
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36							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF 5661
BUTLER ROAD TN

Request:

Public Hearing for authorization to demolish substandard structures on the following property:

5661 BUTLER ROAD (PARCEL #079T-29-007-01)



HEARING NOTICE

September 19, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 37493

Vs.

**MARY KELLY WEATHERS
5661 BUTLER ROAD
TUPELO, MS. 38801**

**MARY KELLY WEATHERS
1014 HARRISON STREET
TUPELO, MS. 38801**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **5661 BUTLER ROAD, TUPELO, MS. 38801, PARCEL #079T-29-007-01**, Tupelo MS, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/04/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing**


dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

Item # 3.

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

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

WITNESS MY SIGNATURE, THIS THE 19th day of SEPTEMBER, 2022.



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



FRONT OF TRAILER



FRONT



BACK



LEFT SIDE



RIGHT SIDE



RIGHT SIDE WITH LEAN TO

MEMO

DATE: 06/24/2022
TO: Lynda Ford
FROM: Stephen N. Reed, Assistant City Attorney
SUBJECT: 5661 Butler Road
Parcel # 079T-29-007-01



Lynda,

The following people are interested parties in the above-named property.

Mary Kelly Weathers
5661 Butler Road
Tupelo, MS 38801

POST and MAIL

Mary Kelly Weathers
1014 Harrison Street
Tupelo, MS 38801

MAIL

POST HEARING NOTICE IN CITY HALL.

SR



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCELS FRONTING EAST MAIN ST FROM HWY 45 TO VETERANS BLVD (RZ22-03) TN

Request:

Public Hearing for Rezoning Application 22-03: the rezoning of parcels fronting Main Street east of Hwy 45 to the intersection of Veterans Boulevard and Main Street for inclusion into the Mixed Used Downtown Zoning District.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCELS
FRONTING WEST MAIN ST FROM MADISON ST TO GLOSTER ST (RZ22-
04) TN

Request:

Public Hearing for Rezoning Application 22-04: the rezoning of parcels fronting Main Street west of Madison Street to the intersection of Gloster Street and Main Street for inclusion into the Mixed Used Downtown Zoning District.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 4, 2022
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR ORDINANCES AMENDING DEVELOPMENT CODE (TA22-03.01 - TA22-03.26) TN

Request:

Public Hearing for the following ordinances amending the City of Tupelo's Development Code:

- TA22-03.01
- TA22-03.02
- TA22-03.03
- TA22-03.04
- TA22-03.05
- TA22-03.06
- TA22-03.07
- TA22-03.08
- TA22-03.09
- TA22-03.10
- TA22-03.11
- TA22-03.12
- TA22-03.13
- TA22-03.14
- TA22-03.15
- TA22-03.16
- TA22-03.17
- TA22-03.18
- TA22-03.19
- TA22-03.20
- TA22-03.21
- TA22-03.22
- TA22-03.23
- TA22-03.24
- TA22-03.25
- TA22-03.26



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE REZONING PROPERTIES AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI FOR PROPERTIES FRONTING EAST MAIN STREET (RZ22-03) TN

CITY COUNCIL MOVED ITEM FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please consider and approve the attached ordinance for Rezoning Application RZ22-03.

RZ22-03 – Rezoning of parcels along Main Street within the existing Mixed Use Commercial Corridor (MUCC) and Mixed Use Activity Center (MUAC) Zoning Districts from Hwy 45 to Veterans Boulevard into the Mixed Use Downtown (MUD) Zoning District.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE REZONING PROPERTIES AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI FOR PROPERTIES FRONTING WEST MAIN STREET (RZ22-04) TN

CITY COUNCIL MOVED ITEM (AS PART OF ORIGINAL RZ22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please consider and approve the attached ordinance for Rezoning Application RZ22-04.

RZ22-04: Rezoning of parcels fronting Main Street west of Madison Street to the intersection of Gloster Street and Main Street for inclusion into the Mixed Use Downtown (MUD) Zoning District.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE CHAPTER 2: DEFINITIONS AND RULES OF CONSTRUCTION, AND OTHER CODE SUB-SECTIONS AFFECTED BY DEFINITION CHANGES (TA22-03.01) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.01.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 PURPOSE AND APPLICABILITY, AND CERTAIN SUB-SECTIONS OF SECTION 5.2 PRIMARY USE, DEVELOPMENT CODE CHAPTER 5 OVERLAY DISTRICTS (TA22-03.02)
TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.02.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.3 DESIGNATING SUB-DISTRICTS (TA22-03.03) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.03.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING COMPOSITE FIGURE 5.3.3 SUB-DISTRICT OVERLAY MAP CHANGES (TA22-03.04) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.04.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SECTION 5.3, MIXED USE DOWNTOWN OVERLAY DISTRICT, SUB-SECTION 5.3.4.1 INCLUDING FIGURE 5.3.4 (TA22-03.05) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.05.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (1) JUDICIAL SUB-DISTRICT (TA22-03.06) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.06.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (2) CITY CENTER RETAIL SUB-DISTRICT (TA22-03.07) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.07.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (3) FINANCIAL SUB-DISTRICT (TA22-03.08) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.08.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (4) COLISEUM SUB-DISTRICT (TA22-03.09) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.09.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (5) GATEWAY EAST SUB-DISTRICT (TA22-03.10) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.10.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (6) GATEWAY WEST SUB-DISTRICT (TA22-03.11) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.11.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (7) FAIRGROUNDS SUB-DISTRICT (TA22-03.12) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.12.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.4.2 BY ESTABLISHING ALLOWED USE STANDARDS AND MAP FOR SUB-DISTRICT 5.3.4.2 (8) MAJOR DEVELOPMENT SUB-DISTRICT (TA22-03.13) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.13.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4.3 ALLOWED USES TABLE 5.3.4.3 (1) RESIDENTIAL USES (TA22-03.14) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.14.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4.3 ALLOWED USES TABLE 5.3.4.3 (2) NON-RESIDENTIAL USES (TA22-03.15) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.15.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTIONS 5.3.4.4 (COMPATIBILITY STANDARDS), 5.3.6 (DESIGN STANDARDS) AND 5.3.7 (REVIEW PROCESS) (TA22-03.16) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.16.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF ORDINANCE AMENDING DEVELOPMENT CODE
BY AMENDING SUB-SECTION 5.3.5 HEIGHT AND AREA TABLES 5.3.5A
AND 5.3.5B (TA22-03.17) TN

**CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION
AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022
MEETING.**

Request:

Please review and approve the attached ordinance for TA22-03.17.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.5 JOYNER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.18) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.18.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY REPEAL OF SECTION 5.6 SHARON HILLS NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.19) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.19.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ESTABLISHING (NEW) SECTION 5.6, PARK HILL BUSINESS DISTRICT OVERLAY DISTRICT (TA22-03.20) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.20.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY REPEAL OF SECTION 5.7 BEL AIR NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.21) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.21.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ESTABLISHING (NEW) SECTION 5.7, MILL VILLAGE HISTORIC PRESERVATION OVERLAY DISTRICT (TA22-03.22) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.22.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY CHANGING THE NAME AND AMENDING CERTAIN SUBSECTIONS OF SECTION 5.8 WEST JACKSON NEIGHBORHOOD REDEVELOPMENT OVERLAY DISTRICT (TA22-03.23) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.23.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.9 WINFIELD NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.24) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.24.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) TN

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.25.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ADDING APPENDIX “A” CONTAINING VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA22-03.26) **TN**

CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.

Request:

Please review and approve the attached ordinance for TA22-03.26.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE: September 27, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MEETING
ON SEPTEMBER 20, 2022

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 20, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, September 20, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Buddy Palmer called on Mr. Robert Cook, who gave the invocation, and Council Member Janet Gaston led the pledge of allegiance. Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

ADD:

Item #32

IN THE MATTER OF APPOINTMENT OF JESSICA HOLLINGER TO THE COLLISEUM COMMISSION

Item #33

IN THE MATTER OF APPROVAL OF PROPOSAL FOR PROFESSIONAL SERVICES FOR THE ELVIS BIRTHPLACE MUSEUM BUS TURNAROUND AND PARKING IMPROVEMENTS

The vote was unanimous to make the changes to the agenda.

IN THE MATTER OF CONSTITUTION DAY PROCLAMATION

Mayor Todd Jordan presented a proclamation to Mrs. Pat Miller and Mrs. Sarah Harris proclaiming the week of September 17-23, 2022, Constitution Week. APPENDIX A

IN THE MATTER OF COMMENDATION FOR POLICE OFFICERS

Police Chief John Quaka presented commendations to Police Officer Josh Miller and Police Officer Cameron Jones for a job well done in rescuing a citizen from an attempted suicide. APPENDIX B

Police Chief John Quaka recognized 8 officers in their participation of a potentially catastrophic event when an individual stole an airplane from the Tupelo Regional Airport and threatened to crash. The officers receiving the commendation were: Sgt. Walter Wilkerson, Officer Charles Harvey, Capt. Brett Moyer, Detective Wes Kloak, Detective L'Brien Miller, Sgt. Cassidy Jumper, Cpt Alan Chavers and Sgt. Michael Bowens. APPENDIX C

Police Chief John Quaka, presented a commendation to Officer Shelby Burnley for his quick action in identifying and apprehending a suspect in a robbery at Murphy's Fuel Station on West Main Street.
APPENDIX D

PUBLIC RECOGNITION

Council Member Nettie Davis thanked all involved for their support for the recent AKA meeting held in Tupelo.

Council Member Travis Beard congratulated Buddy Palmer in his re-election to the Tombigbee Electric Power Association Board. He thanked Marcus Gary for his hard work in the Mill Village neighborhood, after receiving a call from a citizen. He also thanked Alan Chavers, with the Tupelo Police Department, on a job well done at a recent neighborhood meeting he attended.

Council Member Buddy Palmer gave a shout out to John Knight and the hard work that went into the 'Run for Your Prostate' event last weekend.

Council Member Janet Gaston thanked Martin Herman for all the hard work he put into the pickleball tournament last weekend. There were 142 participants from several states.

MAYOR'S REMARKS

Mayor Todd Jordan thanked Alex Farned and others involved in the events of last weekend - Run for Your Prostate, 2022 Alzheimer's Walk at Ballard Park and the Touch-A-Truck event. He also thanked everyone for their kind words, calls and condolences on the passing of his Mother.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak at the public hearing for the following properties on the final lot mowing list:

Parcel	Location
113E0602300	S MADISON ST
101H0123900	100 ANDREW CIR
101G0111000	2020 LAWNSDALE DR
077Q3623300	213 ENOCH AVE
089N3103600	903 W MAIN ST
077D2500300	1601 JOYNER AVE
101C0104000	1002 LAWNSDALE DR
101D0106100	1103 LAWNSDALE DR
101C0101100	1208 HARRISON ST EXT
101C0102800	1206 QUEENSGATE DR
101C0102400	1201 HARRISON ST
101C0103700	1205 QUEENSGATE DR
101D0123400	1301 LAWNSDALE DR
101B0213000	418 LAKEVIEW DR

101B0213200	414 LAKEVIEW DR
089J3132100	321 RILEY ST
077R3613901	308 LAWNDALE DR
113E0614101	931 S GLOSTER ST
084N1904600	1720 N GLOSTER ST
077Q3617700	1603 W MAIN ST
112A0412800	912 HILL-N-DALE DR
089F3004701	WALKER ST
089F3008400	638 N CHURCH ST
077P3518700	2308 TORREY

CITIZEN HEARING

KENNETH MILLER

Mr. Kenneth Miller addressed the Council concerning a drainage issue at his home.

ACTION AGENDA

IN THE MATTER OF COMPREHENSIVE DEVELOPMENT CODE UPDATE APPLICATION TA22-03 (MOVED FROM STUDY AGENDA OF SEPTEMBER 6, 2022)

Council Member Beard moved, seconded by Council Member Palmer, to table the issue at hand. The vote was unanimous.

IN THE MATTER OF REZONING APPLICATION RZ22-03 (MOVED FROM STUDY AGENDA OF SEPTEMBER 6, 2022)

Council Member Gaston moved, seconded by Council Member Beard, to table the issue at hand. The vote was unanimous.

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF SEPTEMBER 6, 2022 REGULAR MEETING MINUTES AND SEPTEMBER 13, 2022 SPECIAL CALLED MINUTES

Council Member Davis moved, seconded by Council Member Palmer, to approve the minutes of the regular meeting held on September 6, 2022, and the special called meeting held on September 13, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Palmer moved, seconded by Council Member Jones to approve the request for advertising and promotional items, as submitted. The vote was unanimous in favor. It was then brought to the attention of the Council that a second item was left off the list. Council Member Davis, seconded by Council Member Jones, moved to amend the motion to include the additional item. The vote was unanimous in favor and the updated list is attached to these minutes as APPENDIX F.

IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2022

Council Member Mims moved, seconded by Council Member Beard, to approve budget amendment #9 for FY 2022. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF FIRE & POLICE RETIREMENT RESOLUTION 2023

Council Member Palmer moved, seconded by Council Member Jones, to approve the "Resolution of the City Council of the City of Tupelo, Mississippi, Authorizing and Directing There Be A Three Percent (3%) Increase in the Benefits for All Members and Beneficiaries Receiving Retired Relief or Disability Relief Benefits from the Firemen’s And Policemen’s Disability and Relief Fund", giving those members a 3% increase. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF FY 2023 PETTY CASH ACCOUNTS

Council Member Beard moved, seconded by Council Member Davis, to approve the Petty Cash Accounts for FY2023 as submitted. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING

Council Member Mims moved, seconded by Council Member Palmer, to adjudicate the following properties on the public hearing lot mowing list, which were in such a condition to be a menace to the public health, safety and welfare of the community and in need of mowing pursuant to Miss. Code Ann. 21-19-11 (1972) as amended. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID 2022-020PW – SIDEWALK CONNECTIVITY AT EXISTING RAILROAD CROSSINGS (FEDERAL AID PROJECT NO. STP-0430-00(040) LPA 107362-701000)

Bids were received for Bid # 2022-020PW - Sidewalk Connectivity at Existing Railroad Crossings (Federal Aid Project No. STP-0430-00(040)LPA 107362-701000) at the June 21, 2022 Council meeting with the contracts to be ratified at a later date. The contracts have now been executed and Dennis Bonds, City Engineer, has requested that the contracts be ratified. Council Member Beard moved, seconded by Council Member Davis, to ratify the contracts. The vote was unanimous in favor and a copy of the executed contracts are attached to these minutes as APPENDIX K.

IN THE MATTER OF AMENDMENT TO POLICE ADVISORY BOARD ORDINANCE ESTABLISHING REQUIRED ATTENDANCE OF MEETINGS

Council Member Davis moved, seconded by Council Member Jones, to approve the 'ORDINANCE TO AMEND SECTION 2-268 OF THE CITY OF TUPELO CODE OF ORDINANCES CONCERNING

THE REQUIRED ATTENDANCE FOR MEMBERS OF THE CITIZEN'S POLICE ADVISORY BOARD '. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF APPOINTMENT OF BOB BAUGHN TO THE POLICE ADVISORY BOARD AS THE MAYOR'S APPOINTEE EFFECTIVE 9-20-2022

Council Member Beard moved, seconded by Council member Gaston, to approve the Mayor's appointment of Bob Baughn to the Police Advisory Board for a 3 year term effective 9-20-2022. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF TRANSFER OF MAYOR APPOINTEE TO WARD APPOINTEE FOR POLICE ADVISORY BOARD

Council Member Davis moved, seconded by Council member Beard, to approve the transfer of Bridgette Wilson from the Mayor's appointment to the Ward 4 appointment on the Police Advisory Board. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPOINTMENT OF JACKIE CLAYTON TO POLICE ADVISORY BOARD AS MAYORAL APPOINTEE

Council Member Palmer moved, seconded by Council Member Davis, to approve the Mayor's appointment of Jackie Clayton to the Police Advisory Board for a 3 year term effective 9-20-2022. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF AWARD OF BID 2022-032PD - NINE FORD EXPLORER POLICE UNIT UPFIT PACKAGES

Bids were received for bid # 2022-032PD - Nine Ford Explorer Police Unite Upfit Packages. One bid was received from Cannon Chevrolet Nissan, in the amount of \$110,550.00. Council Member Beard moved, seconded by Council Member Palmer, to find the single bid commercially reasonable and award the bid to Cannon Chevrolet Nissan. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF CONTRACT APPROVAL FOR THE PROFESSIONAL SERVICES OF THE ENDVILLE ROAD SAFETY IMPROVEMENTS PROJECT NO. DC NO. 2226-01

Council Member Mims moved, seconded by Council Member Gaston, to approve the contract for professional services of the Endville Road Safety Improvements Project DC No. 2226-01 with Dabbscorp in the amount of \$162,500.00, and authorize the Mayor and City Clerk to sign on behalf of the City, subject to subsequent ratification. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF RATIFICATION OF CONTRACT FOR CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT REBID PROJECT - BID NO. 2022-030PW

Bids were approved for Bid # 2022-030PW - Clark Place Drainage - Arch Pipe Replacement Rebid Project at the September 6, 2022 Council meeting with the contracts to be ratified at a later date. The

contracts have now been executed and the executed contracts have been presented for ratification. Council Member Palmer moved, seconded by Council Member Beard, to ratify the contracts. The vote was unanimous in favor and a copy of the executed contracts are attached to these minutes as APPENDIX R.

IN THE MATTER OF APPROVAL OF CVB BOARD MINUTES OF SEPTEMBER 6, 2022

Council Member Davis moved, seconded by Council Member Beard, to approve the Convention and Visitors Bureau minutes of the September 6, 2022, meeting. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF THE RATIFICATION OF THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN TUPELO PUBLIC SCHOOL DISTRICT AND TUPELO POLICE DEPARTMENT REGARDING THE SCHOOL RESOURCE OFFICER PROGRAM 2022

The City Council previously approved the Memorandum of Understanding between the Tupelo Public School District and the Tupelo Police Department regarding the school resource officer program at the August 11, 2022 meeting. The Tupelo Public School District requested a change to Section IX., Subsection 39. After legal review, Assistant City Attorney Stephen Reed requested that the MOU be ratified, as follows:

“TPD currently provides eight (8) SRO officers and the SLS to TPSD. To help defray the costs to TPD of the SRO program, TPSD will provide annually the sum of \$205,966.37, one-half payable beginning July 1, 2022 and one-half payable December 31, 2022, and thereafter on said dates. This provision will be reviewed annually by the parties and may upon written agreement be adjusted to eliminate, reduce, or expand the parties’ obligations.”

Council Member Beard moved, seconded by Council Member Davis, to ratify the MOU with the Tupelo Public School District. APPENDIX T

IN THE MATTER OF REAPPOINTMENT OF WESLEY WELLS TO TUPELO HOUSING AUTHORITY BOARD

Council Member Davis moved, seconded by Council Member Jones, to re-appoint Wesley Wells for a 5-year term on the Tupelo Housing Authority Board. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF REAPPOINTMENT OF REED HILLEN TO TUPELO REDEVELOPMENT AGENCY

Council Member Gaston moved, seconded by Council Member Beard, to re-appoint Reed Hillen, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF REAPPOINTMENT OF CHERYL RAINEY TO TUPELO REDEVELOPMENT AGENCY

Council Member Beard moved, seconded by Council Member Palmer, to re-appoint Cheryl Rainey, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX W

IN THE MATTER OF REAPPOINTMENT OF SHANE HOMAN TO TUPELO REDEVELOPMENT AGENCY

Council Member Beard moved, seconded by Council Member Palmer, to re-appoint Shane Homan, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX X

IN THE MATTER OF APPOINTMENT OF BRANNON KAHLSTORF TO TUPELO REDEVELOPMENT AGENCY

Council Member Palmer moved, seconded by Council Member Gaston, to appoint Brannon Kahlstorf, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX Y

IN THE MATTER OF APPOINTMENT OF BENTLEY NOLAN TO TUPELO REDEVELOPMENT AGENCY

Council Member Beard moved, seconded by Council Member Palmer, to appoint Bentley Nolan, for a 5-year term, to the Tupelo Redevelopment Agency. The vote was unanimous in favor. APPENDIX Z

IN THE MATTER OF APPOINTMENT OF JESSICA HOLLINGER TO THE COLISEUM COMMISSION

Council Member Davis moved, seconded by Council Member Beard, to appoint Jessica Hollinger, for a 4-year term, to the Coliseum Commission, effective 9-21-2022. The vote was unanimous in favor. APPENDIX AA

IN THE MATTER OF APPROVAL OF PROPOSAL FOR PROFESSIONAL SERVICES FOR ELVIS BIRTHPLACE MUSEUM BUS TURNAROUND AND PARKING IMPROVEMENTS

Council member Palmer moved, seconded by Council Member Jones, to approve the proposal for professional services for Elvis Birthplace Museum bus turnaround and parking improvements with Haizlipstudio in the amount of \$3,500.00. The vote was unanimous in favor. APPENDIX BB

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Gaston, to determine the need for an executive session. Attorney Ben Logan said the session will be for the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor at 6:40 p.m.

Council Member Palmer moved, seconded by Council Member Davis, to close the regular session and enter executive session for discussion of the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Davis moved, seconded by Council Member Beard to return to the regular meeting at 7:23 p.m. The vote was unanimous in favor.

IN THE MATTER OF AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 216 AND 218 NORTH SPRING STREET, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Council Member Mims moved, seconded by Council member Davis, to approve an 'ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 216 AND 218 NORTH SPRING STREET, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI. This Order authorizes negotiation and gives the Mayor and City Clerk the authority to sign all legal documents, subsequent to ratification by the Council. The vote was unanimous in favor. APPENDIX CC

ADJOURNMENT

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

This the 20th day of September, 2022.

Lynn Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE September 27, 2022
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your approval.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE September 6, 2022
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: October 4, 2022
SUBJECT: IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**

Request:

Approval of the municipal compliance questionnaire for fiscal year 2022

ITEMS:

2022 Municipal Compliance Questionnaire

MUNICIPAL COMPLIANCE QUESTIONNAIRE

INFORMATION

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

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

2. List the date and population of the latest official U.S. Census or most recent official census:
2010 37,923

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

4. Period of time covered by this questionnaire:
From: 10/1/2021 To: 9/30/2022

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

(CITY OF TUPELO)
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2022

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

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number: _____

Page: _____

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

PART I – GENERAL

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

PART II – CASH AND RELATED RECORDS

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

PART III – PURCHASING AND RECEIVING

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

PART IV – BONDS AND OTHER DEBT

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

PART V – TAXES AND OTHER RECEIPTS

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

MUNICIPAL COMPLIANCE QUESTIONNAIRE

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

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

Names, addresses and telephone numbers of officials.

Mayor

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

Ward V

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

Ward I

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

Ward VI

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

Ward II

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

Ward VII

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

Ward III

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

Ward IV

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 04 October 2022

SUBJECT: IN THE MATTER OF ACCEMPTANCE OF GRANT AWARD FOR
HOMELAND SECURITY GRANT 22LE366 AC

Request: Please find the attached grant contract for a Homeland Security Grant in the amount of \$37,000.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'22 Homeland Security Grant Program

Grant #: 22LE366

Match: There is no match.

Submission Deadline: N/A

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

Robotic Total Station with Accessory Kit (1)

Live Scan Applicant Software (1)



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

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

Sub-Recipient Name: City of Tupelo Police Department

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$37,000.00

Grant Number: 22LE366

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

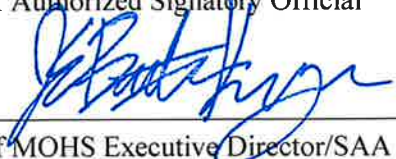
Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as 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 Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

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

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



916122

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

Item # 39.

1. Sub-Recipient's Name: City of Tupelo Police Department Mailing Address: 71 East Troy Street Tupelo, MS 38804 Telephone Number: 662.841.6565 E-Mail: abby.christian@tupeloms.gov	2. Effective Date of Grant: September 1, 2022 3. Sub-Recipient Grant Number: 22LE366 4. Grant Identifier (Funding Source & Year): EMW-2022-SS-0006 5. Period of Performance: Start and End Dates: September 1, 2022-August 31, 2023 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method
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7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - DK9PFM6XSDR7	9. Congressional District: 1
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2022	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. Indirect Cost Rate Charged: \$0.00	

15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00 (1) Federal	\$37,000.00	\$0.00 100%
(2) Personal Services-Fringe	\$0.00 (2) State	\$0.00	\$0.00 0%
(3) Contractual Services	\$0.00 (3) Local	\$0.00	\$0.00 0%
(4) Travel	\$0.00 (4) Other	\$0.00	\$0.00 0%
(5) Equipment	\$37,000.00 Total:	\$37,000.00	\$0.00 100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	FY19 FY20 FY21
TOTAL	\$37,000.00	TOTAL:	\$50,122.00 \$83,361.00 \$10,000.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

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

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

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

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

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

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

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

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

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

FY22 PROGRAM MILESTONE SCHEDULE

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

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3RD QUARTER (March, APRIL & MAY)

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

FY22 PROGRAM MILESTONE SCHEDULE**4th QUARTER (June, July & August)**

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

CLOSEOUT (September 1-October 1)

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

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Tupelo Police Department			
2. Sub-Recipient Grant Number: 22LE366	3. Grant ID: FY22HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023
6. Activity: Homeland Security Grant Program			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget			Total
		Federal	All Other		
Personal Services-Salary		\$0.00	\$0.00		\$0.00
Personal Services-Fringe		\$0.00	\$0.00		\$0.00
Contractual Services		\$0.00	\$0.00		\$0.00
		\$0.00	\$0.00		\$0.00
Equipment	1. Robotic Total Station with Accessory Kit 1 @ \$28,000.00 2. Live Scan Applicant Software 1 @ \$9,000.00	\$37,000.00	\$0.00		\$37,000.00
Commodities/Supplies		\$0.00	\$0.00		\$0.00
Other:		\$0.00	\$0.00		\$0.00

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TOTALS	\$37,000.00	\$0.00	\$37,000.00
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MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

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

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

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

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

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

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2022 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations

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

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

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

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

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid

restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

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

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

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America’s Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

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

XVI. Federal Debt Status

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

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

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

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

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

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

XXII. Lobbying Prohibitions

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

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

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

XXX. Reporting of Matters Related to Recipient Integrity and Performance

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

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

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

XXXVI. USA PATRIOT Act of 2001

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

XXXVII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

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

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

1. Lobbying

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search

on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At any time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

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

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

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

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

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

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

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

8. Conflict of Interest

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

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

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

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain.
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (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 must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient 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.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient 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.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 15 days after each reporting quarter:

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

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA 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 (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. 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.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly 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 with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant 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.
48. 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).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. 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.

51. 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.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
 - (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
 - (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
 - (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
 - (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. 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.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. 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.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly reports, and/or other required reports, or incomplete reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

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

SUB-RECIPIENT:

ATTESTS:

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

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

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

By:  _____
**Executive Director/SAA
Mississippi Office of Homeland Security**

Date: 9/16/22

Appendix Documents

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: City of Tupelo, Inc. Grant Number: 22LE366
 Agency Address: 71 E Troy St, Tupelo, MS 38804
 Agency Phone Number: 662-841-6565 Agency Fax Number: 662-840-2579

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Abby Christian Title: Grant Administrator
 (Designated Sub-Recipient Grant Administrator)

Phone Number: 662-841-6565

Email Address: abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

Item # 39.

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Kim Hanna Title: CFO/City Clerk
(Sub-Recipient Financial Officer)

Phone Number: 662-841-6502

Email Address: kim.hanna@tupeloms.gov

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Todd Jordan Title: Mayor
(Grant Authorized Signatory Official)

Phone Number: 662-841-6413

Email Address: todd.jordan@tupeloms.gov

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Item # 39.

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) City of Tupelo, Inc. has authorized and approved (print designated sub-recipient grant administrator official name) Abby Christian to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

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

Sub-Recipient Grant Administrator (SGA)

Name: Abby Christian Title: Grant Administrator
(Designated Sub-Recipient Grant Administrator)

Agency Name: City of Tupelo, Inc.

Mailing Address: 71 E. Troy St

City: Tupelo Zip Code: 38804

Telephone Number: 662-841-6565 Fax Number: 662-840-2579

Email Address: abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: _____

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: Mayor

Date: _____

Grant Agreement-Scope of Work

Item # 39.

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

With the purchase of the Robotic Total Station and Live Scan Applicant Software, the Tupelo Police Department will improve their capability to mitigate and respond to security events, and maintain greater technological upgrades and advantages. Specifically, this software/equipment will enhance the department's ability to investigate and have greater in-house capability to serve our area.

Upon contract execution, the City of Tupelo SGA will initiate reverse bids and make sure all state procurement practices are followed. Upon closing of bids, we will issue a purchase order, receive an invoice, and I pay our invoice. Upon receipt of item, we will inventory our item(s), applying asset tags and populating the inventory sheet.

Quarterly, the SGA will complete the quarterly and programmatic reports and return to the Program Manager.

Upon completion of all grant activities, the SGA will submit a closeout form and inventory form, along with all purchase orders, quotes, invoices, check copies, and photos to the Program Manager.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	City of Tupelo, Inc.
City	Tupelo
Zip Code +4 Digits (Required)	38804-4747
Unique Entity Identification (UEI) #	DK9PFM6XSDR7
Amount of Award:	\$37,000

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

- More than 80% of the Agency organization’s annual gross revenue are federal funds.
 Yes (If yes, proceed to Question 2)
 No (If No, stop, proceed to Section 3)
- Federal Revenue exceeds twenty-five (25) million dollars.
 Yes (If Yes, proceed to Question 3)
 No (If No, stop, proceed to Section 3)
- Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
 Yes (If Yes, proceed to Table)
 No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Todd Jordan

Authorized Signatory Official (Printed Name)

Mayor

Title



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 04 October 2022

SUBJECT: IN THE MATTER OF ACCEMPTANCE OF GRANT AWARD FOR
HOMELAND SECURITY GRANT 22LE366B AC

Request: Please find the attached grant contract for a Homeland Security Grant in the amount of \$100,000.00.

Agency: Mississippi Department of Homeland Security

Grant: FY'22 Homeland Security Grant Program

Grant #: 22LE366B

Match: There is no match.

Submission Deadline: N/A

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

Modula and One-Man Portable EOD Robot w/ Radis Tactical Missions (1)

Various Claw, Camera, Firing Circuit Attachments



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

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

Sub-Recipient Name: City of Tupelo Police Department BOMB SQUAD

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$100,000.00

Grant Number: 22LE366B

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

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

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as 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 Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

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

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



9/16/22

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

Item # 40.

1. Sub-Recipient's Name:
City of Tupelo Police Department – BOMB SQUAD

Mailing Address:
71 East Troy Street
Tupelo, MS 38804

Telephone Number: 662.841.6565

E-Mail: abby.christian@tupeloms.gov

2. Effective Date of Grant: September 1, 2022

3. Sub-Recipient Grant Number: 22LE366B

4. Grant Identifier (Funding Source & Year):
EMW-2022-SS-0006

5. Period of Performance: Start and End Dates:
September 1, 2022-August 31, 2023

6. Subgrant Payment Method:
 Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security Grant Program

8. UEI # - DK9PFM6XSDR7

9. Congressional District: 1

10. FAIN #: 646000779

11. Initial Federal Award Date: September 1, 2022

12. Federal Awarding Agency:
Homeland Security (800)368-6498

13. Research and Development Grant:
 Yes No

14: Indirect Cost Rate Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00 (1) Federal	\$100,000.00	\$0.00 100%
(2) Personal Services-Fringe	\$0.00 (2) State	\$0.00	\$0.00 0%
(3) Contractual Services	\$0.00 (3) Local	\$0.00	\$0.00 0%
(4) Travel	\$0.00 (4) Other	\$0.00	\$0.00 0%
(5) Equipment	\$100,000.00 Total:	\$100,000.00	\$0.00 100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	FY19 FY20 FY21
TOTAL	\$100,000.00	TOTAL:	\$50,122.00 \$83,361.00 \$10,000.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:


15. Approval from Sub-Recipient:

Signature _____ Date _____

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

Name: Todd Jordan
Title: Mayor Authorized Signatory Official

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

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

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

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

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

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

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

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

FY22 PROGRAM MILESTONE SCHEDULE

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

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3rd QUARTER (March, APRIL & MAY)

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

FY22 PROGRAM MILESTONE SCHEDULE**4th QUARTER (June, July & August)**

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

CLOSEOUT (September 1-October 1)

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

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Tupelo Police Department – BOMB SQUAD				
2. Sub-Recipient Grant Number: 22LE366B	3. Grant ID: FY22HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023	
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
- 114 -		\$0.00	\$0.00	\$0.00
Equipment	1. Modula & One-Man Portable EOD Robot w/Radis Tactical Missions 1 @ \$47,430.00 2. Various Claw, Camera, Firing Circuit Attachment 1 @ \$52,570.00	\$100,000.00	\$0.00	\$100,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$100,000.00	\$0.00	\$100,000.00

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

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

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

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

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

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

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2022 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations

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

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

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

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

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid

restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

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

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

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America’s Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

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

XVI. Federal Debt Status

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

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

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

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

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

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

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

XXII. Lobbying Prohibitions

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

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

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

XXX. Reporting of Matters Related to Recipient Integrity and Performance

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

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

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

XXXVI. USA PATRIOT Act of 2001

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

XXXVII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

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

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

1. Lobbying

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

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

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

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search

on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

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

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

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

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

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

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

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

8. Conflict of Interest

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

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

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

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain.
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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

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

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (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 must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

- 14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
- 15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
- 16. The Sub-Recipient 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.
- 17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
- 18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
- 19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
- 20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
- 21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
- 22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
- 23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient 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.
- 24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 15 days after each reporting quarter:

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

- 25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA 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 (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. 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.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly 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 with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant 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.
48. 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).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. 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.

51. 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.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. 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.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. 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.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly reports, and/or other required reports, or incomplete reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

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

SUB-RECIPIENT:

ATTESTS:

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

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

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

By: _____
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/10/22

Appendix Documents

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: City of Tupelo, Inc. Grant Number: 22LE366B
 Agency Address: 71 E Troy St, Tupelo, MS 38804
 Agency Phone Number: 662-841-6565 Agency Fax Number: 662-840-2579

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Abby Christian Title: Grant Administrator
 (Designated Sub-Recipient Grant Administrator)

Phone Number: 662-841-6565

Email Address: abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

Item # 40.

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Kim Hanna Title: CFO/City Clerk
(Sub-Recipient Financial Officer)

Phone Number: 662-841-6502

Email Address: kim.hanna@tupeloms.gov

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all 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 the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Todd Jordan Title: Mayor
(Grant Authorized Signatory Official)

Phone Number: 662-841-6413

Email Address: todd.jordan@tupeloms.gov

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Item # 40.

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) City of Tupelo, Inc. has authorized and approved (print designated sub-recipient grant administrator official name) Abby Christian to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

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

Sub-Recipient Grant Administrator (SGA)

Name: Abby Christian Title: Grant Administrator
(Designated Sub-Recipient Grant Administrator)

Agency Name: City of Tupelo, Inc.

Mailing Address: 71 E. Troy St

City: Tupelo Zip Code: 38804

Telephone Number: 662-841-6565 Fax Number: 662-840-2579

Email Address: abby.christian@tupeloms.gov

Signature of Sub-Recipient Grant Administrator: _____

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: Mayor

Date: _____

Grant Agreement-Scope of Work

Item # 40.

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

With the purchase of this one man portable EOD robot for rapid deployment (and accessories), the Tupelo EOD Unit/Tupelo Police Department will improve their capability to mitigate and respond to security events. Specifically, this robot will enhance the department's ability to respond to incidents of terrorism. The ultimate goal of the Tupelo EOD Unit is to provide prevention, deterrence and emergency response to a potential terrorism event within the state of MS.

Upon contract execution, the City of Tupelo SGA will initiate reverse bids and make sure all state procurement practices are followed. Upon closing of bids, we will issue a purchase order, receive an invoice, and I pay our invoice. Upon receipt of item, we will inventory our item(s), applying asset tags and populating the inventory sheet.

Quarterly, the SGA will complete the quarterly and programmatic reports and return to the Program Manager.

Upon completion of all grant activities, the SGA will submit a closeout form and inventory form, along with all purchase orders, quotes, invoices, check copies, and photos to the Program Manager.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	City of Tupelo, Inc.
City	Tupelo
Zip Code +4 Digits (Required)	38804-4747
Unique Entity Identification (UEI) #	DK9PFM6XSDR7
Amount of Award:	\$100,000

Section 2: Compensation Information: Answer only if award is \$30,000.00 or more in federal funds)

1. More than 80% of the Agency organization’s annual gross revenue are federal funds.
 Yes (If yes, proceed to Question 2)
 No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
 Yes (If Yes, proceed to Question 3)
 No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
 Yes (If Yes, proceed to Table)
 No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Todd Jordan

Authorized Signatory Official (Printed Name)

Mayor

Title



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE September 29, 2022

SUBJECT: IN THE MATTER OF APPOINTMENT OF AMY TATE TO TUPELO PUBLIC SCHOOL BOARD FOR A FIVE YEAR TERM **TJ**

Request:

This is a 5 year appointment for Ward 4 replacing Eddie Prather.



Amy Tate, Government Relations Manager, Mississippi



Amy Tate manages the Tennessee Valley Authority's relationships with Mississippi's public officials in the utility's 36-county footprint. She maintains bipartisan working relationships with congressional staff, state legislators, county supervisors and mayors. Tate served on TVA's Media Relations staff and also worked in TVA's Washington, DC office prior to joining the State and Local Government Relations team. Prior to TVA, Tate served under Tupelo Mayor Glenn McCullough, Jr. as the first Public Relations liaison for the City of Tupelo.

Tate was recently named one of Y'all Politics Top 50 Most Influential People in Mississippi and has also been honored by the Mississippi Business Journal as one of their Top 40 Under 40 in 2006. She was in the top ten of the Top 50 Leading Business Women in Mississippi in 2017.

She is a graduate of Leadership Mississippi and the Community Leadership Institute. She serves on the boards of the Tupelo Redevelopment Agency, The Healthcare Foundation of North Mississippi and Mississippi Energy Institute. She co-founded the Milam Elementary Girls Leadership Academy in 2015 and remains active teaching classes. Tate is Past President of the Association for Excellence in Education (AEE) and co-chaired the Tupelo Public School District school bond issue in 2017 which passed with 86% of the vote.

Tate graduated from Mississippi University for Women with a degree in Journalism/Public Relations. She was named Outstanding Graduate by her alma mater in 2013 and is a recent Past President of the Mississippi University for Women Alumni Association. She is a 2012 graduate of Vanderbilt University's Leadership for Accelerated Management Performance through the Owen Graduate School of Management.

She resides in Tupelo with her husband Kevin and their children Avery, a sophomore at Mississippi State, and Walker, a sophomore at Tupelo High School. They are members of Tupelo First United Methodist Church and are active in the Tupelo Public Schools and Boy Scout Troop 12.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

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

Request:

Pursuant to Miss. Code Ann. 1972, § 21-19-11, review and approve final lot mowing list.

Preliminary Lot Mowing Report for 10/4/2022

Item # 42.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43293	077P3506700	107 LAKEVIEW DR	GDA INVESTMENTS LLC	P O BOX 87	RED BANKS, MS 38661	JLS
2.	43294	077P3507401	215 LAKEVIEW DR	WATTS KEVIN & JANICE L	215 LAKEVIEW	TUPELO, MS 38801	JLS
3.	43295	077P3507600	219 LAKEVIEW DR	REINHAUS ROBERT M	PO BOX 3098	TUPELO, MS 38803	JLS
4.	43296	101M1216401	1153 S GLOSTER ST	SETHI S L & RAKSHA	1554 WEST PEACE STREET	CANTON, MS 39046	SB
5.	43301	113T0501500	PAYNE ST	MORGAN STEVE & BILL	PO BOX 365	BOONEVILLE, MS 38829	RS
6.	43302	088N3304700	335 CANAL ST	FAULKNER LLOYD	P O BOX 100	HOUSTON, MS 38851	RS
7.	43304	088N3302600	216 CANAL ST	FKH INVESTMENTS LLC	106 6TH AVE NW	AMORY, MS 38821	RS
8.	43308	088N3305700	151 CANAL ST	WENSLEY COLLEEN M	POST OFFICE BOX 6474	CONCORD, CA 94524-1474	RS
9.	43312	113A0608800	718 CROSSOVER RD	ORTHOPAEDIC PROPERTIES LLC	2033 STONYBROOK COVE	TUPELO, MS 38804	RS
10	43317	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	RS
11	43318	079V3210000	5437 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	DS
12	43320	106G1305001	929 BICKERSTAFF ST	CUMMINGS T C & PAM STL MINISTRIES	1645 SUNFLOWER CIR	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for 10/4/2022

Item # 42.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43321	106C1315500	930 BICKERSTAFF ST	JM HARRISON PROPERTIES LLC	4098 LINCOLN CIRCLE	TUPELO, MS 38801	RS
14	43323	106G1310500	3332 CRAIGMONT CIR	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	RS
15	43324	106G1310600	3346 CRAIGMONT CIR	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	RS
16	43326	077Q3620500	IDA B WELLS ST	HANCOCK ESTATES LP	725 AVIGNON DR STE C	RIDGELAND, MS 39208	SB
17	43328	088Q3400800	1815 MARTIN HILL DR	SEARCY MELVIN & MICKIE	1815 MARTIN HILL DR	TUPELO, MS 38804	RS
18	43330	113E0607900	921 LYNDEN BLVD	COOMBS JOHNNIE	PO BOX 127	BLUE MOUNTAIN, MS 38610	RS
19	43331	113E0611300	908 LYNDEN BLVD	SCRUGGS WESLEY D	1264 N VETERANS BLVD	TUPELO, MS 38804	RS
20	43332	084U1900705	NATION HILL DR	BRISTOW GERALD MITTS	P.O. BOX 362	TUPELO, MS 38802	JLS
21	43333	084U1900701	NATION HILLS DR	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	JLS
22	43334	078H2711100	902 HOLLY HILL DR	JM HARRISON PROPERTIES LLC	4098 LINCOLN CIRCLE	TUPELO, MS 38801	JLS
23	43335	077K3516000	106 PINE HILL DR	COLLIER LYNN B	106 PINEHILL DR	TUPELO, MS 38801	JLS
24	43336	077K3516400	111 PINE HILL DR	MASON CHERYL S	111 PINEHILL	TUPELO, MS 38801	JLS

Preliminary Lot Mowing Report for 10/4/2022

Item # 42.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	43339	078D2702800	1466 GUN CLUB RD	MOORE JEREMIAH	1466 GUN CLUB RD	TUPELO, MS 38801	RS
26	43341	079V3203003	227 SWEETGUM LN	HANCOCK KEVIN D & STACY D	227 SWEETGUM LN	TUPELO, MS 38801	JLS
27	43344	089N3107500	627 CARNATION	HANCOCK LAND TRUST	BILLY HAYGOOD TRUSTEE	TUPELO, MS 38803	SB
28	43345	089N3107400	642 CARNATION	INSULATION SALES OF MISSISSIPP	842 CARNATION	TUPELO, MS 38804	SB
29	43347	113E0614400	813 SHUMACOLA TRL	COLLINS SIMHA ARLETTE	813 SHUMACOLA TRAIL	TUPELO, MS 38801	SB
30	43353	101H0100900	1100 CLEVELAND ST	DABBS ROBERT LOWELL	1100 CLEVELAND	TUPELO, MS 38801	SB
31	43355	101H0115000	819 SHUMACOLA TRL	MAH JEANINE E	3408 DELL GLADE DRIVE	MEMPHIS, TN 38111	SB
32							
33							
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 4, 2022
SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID PROPERTY CLEANING AND DEBRIS REMOVAL TN

Request:

Review and approve the attached Resolution Adjudicating Cost and Assessing Lien Against Real Property under MISS. CODE ANN. 21-19-11 (1972) AS AMENDED for the following properties:

1015 CHICKASAW TRAIL (PARCEL: 113J-07-017-00)

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 40057

ROBERT TEAGUE

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ROBERT TEAGUE (Owner of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

- Property Owner: ROBERT TEAGUE
- Address of Owner: 1015 CHICKASAW TRAIL, TUPELO, MS. 38801
- Parcel Number: 113J-07-017-00
- Address of Violation: 1015 CHICKASAW TRAIL, TUPELO, MS. 38801

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/02/2022** following which the property referenced above was adjudicated to be a menace to the public health and safety, and cleanup and haul off was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/04/2022**, adjudicated the actual cost of cleanup and haul off to be **\$5600.00**. The City of Tupelo, by and through its council, for a total assessment against the property of **\$5600.00**. This amount is assessed as a lien on the real property.

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2022.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 4, 2022
SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTY FOR DEMOLITION
TN

Request:

Pursuant to Miss. Code Ann. 1972, § 21-19-11, the Department of Development Services requests that the Council approve the demolition of the following property:

5661 BUTLER ROAD (PARCEL #079T-29-007-01)



HEARING NOTICE

September 19, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 37493

Vs.

**MARY KELLY WEATHERS
5661 BUTLER ROAD
TUPELO, MS. 38801**

**MARY KELLY WEATHERS
1014 HARRISON STREET
TUPELO, MS. 38801**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **5661 BUTLER ROAD, TUPELO, MS. 38801, PARCEL #079T-29-007-01**, Tupelo MS, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/04/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing**

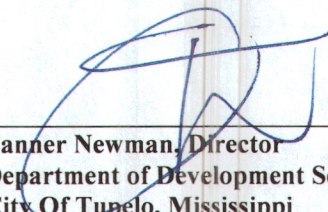
dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

Item # 44.

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

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

WITNESS MY SIGNATURE, THIS THE 19th day of SEPTEMBER, 2022.



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



FRONT OF TRAILER



FRONT



BACK



LEFT SIDE



RIGHT SIDE



RIGHT SIDE WITH LEAN TO

MEMO

DATE: 06/24/2022
 TO: Lynda Ford
 FROM: Stephen N. Reed, Assistant City Attorney
 SUBJECT: 5661 Butler Road
 Parcel # 079T-29-007-01



Lynda,

The following people are interested parties in the above-named property.

Mary Kelly Weathers
 5661 Butler Road
 Tupelo, MS 38801

POST and MAIL

Mary Kelly Weathers
 1014 Harrison Street
 Tupelo, MS 38801

MAIL

POST HEARING NOTICE IN CITY HALL.

SR



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 4, 2022
SUBJECT: IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE
MINUTES OF SEPTEMBER 12, 2022 **TN**

Request:

Review and accept the Planning Committee minutes of September 12, 2022.

Action Taken by Committee

- 1) Recommended City Council **APPROVE** rezoning of parcels fronting Main Street east of Hwy 45 to the intersection of Veterans Boulevard and Main Street for inclusion into the Mixed Used Downtown Zoning District
- 2) Recommended City Council **APPROVE** rezoning of parcels fronting Main Street west of Madison Street to the intersection of Gloster Street for inclusion into the Mixed Used Downtown Zoning District
- 3) Recommended City Council **APPROVE** TA22-03, Text Amendments to Ch. 2 and Ch. 5 of the City of Tupelo's Development Code

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
SEPTEMBER REGULAR MEETING
Monday, September 12, 2022
6:00 PM Council Chambers**

CALL TO ORDER

Chair Pam Hadley called the meeting to order. Committee members Scott Davis, Patti Thompson, Leslie Mart, Chair Pam Hadley, Mark Williams and Bentley Nolan were present. Lindsey Leake and Gus Hildenbrand were absent. Staff members present included City Planner Jenny Savely, Director of Development Services Tanner Newman and Zoning Administrator Russ Wilson. Chair Hadley asked Bentley Nolan to open with a prayer and Mark Williams to lead the pledge. Chair Hadley then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Leslie Mart made a motion to approve the minutes of the July 25, 2022 Planning Committee Meeting. Seconded by Bentley Nolan and passed unanimously. Hadley then opened the regular session section of the meeting.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely reported that the City Council had accepted last month's minutes, but TA22-02 remains in legal review. As part of those minutes, The Major Site Plan for The Presley was approved.

Old Business - None

NEW BUSINESS

COMP22-12 Compatible Use Appeal Hearing – RV Park Campground in Southern Heights Neighborhood Postponed until the October 3, 2022 Planning Committee Meeting at the request of the applicant and his legal counsel.

FLEXVAR22-01 – Self Storage Flexible Use Request for 100 Briar Ridge Road Postponed until the October 3, 2022 Planning Committee Meeting at the request of the applicant.

RZ22-03 Rezoning of parcels along Main Street within the Existing Mixed Use Commercial Corridor (MUCC) and Mixed Use Activity Center (MUAC).

Hadley asked City Planner, Savely to provide the Staff Analysis. Savely said she was presenting two proposals to the committee tonight on behalf of the Department of Development Services, Downtown Tupelo Main Street Association, the Convention and Visitors Bureau and The Tupelo Redevelopment Agency. These organizations have come together to propose for the Planning Committee tonight, and the City Council to review these interesting opportunities. There are two applications which overlap somewhat between the rezoning and the text amendments.

TA22-02 Text Amendments A comprehensive update to Overlay Districts.

Savely stated that she would be presenting both at the same time since they overlap.

The rezoning is part of what we are proposing in conjunction with the Text Amendments. The rezoning covers parcels that front along Main Street and are already included in the Mixed Use Activity Center and the Mixed Use Commercial Corridor zoning districts between the current MUD Zoning District and Veterans Boulevard on the east, and parcels from Madison Street on the west in our current MUD Zoning District to Crosstown which is not currently in the MUD District. We'll explain the benefits of including that in our Mixed Use Downtown. What is being proposed tonight is including those two areas within our Mixed Use Downtown District and then we are required to place those areas in a Mixed Use sub-district, which is being proposed to be Gateway West from Madison to Crosstown, and Gateway East from Hwy 45 to Veterans Boulevard. Inclusion in those sub-districts will give the benefit and oversight that are already enjoyed by the current mixed use parcels within Mixed Use Downtown. Each sub-district has its own specific allowed uses and those would be expanded into the MUCC and MUAC districts.

Scott Davis asked for clarification on a map in the packet. Savely apologized for the error of leaving off the new Gateway East and Gateway West sub-district shading on the map and pointed out that the correction will be included in the maps included in the minutes. The map included in the RZ22-03 packet is the correct one.

Director Newman suggested that if the committee approves, and since one of the presenters has not yet arrive, could Savely go ahead and present some of the highlights of the TA22-03 proposal. This began as a review of our current overlay districts, some of our overlays were acting without their process being codified, which is part of the proposal, to codify these processes and procedures consistent across different overlays. There are also many uses within our overlays which do not have clear definitions, so that's been clarified and codified these definitions within the proposed codes, such as multi-family definitions, drive-thru service, hotels and motels, parking garages and carports, murals, and more that needed to be updated. Simplified procedures for establishing and overlay district have been created, bylaws for overlay operation have codified, standards for response, and guidelines for operations have been established and codified. This helps establish and communicate the guidelines to the public consistently across the various overlays.

Downtown Tupelo Main Street Association oversees development in the MUD district. Savely asked if there were any questions or comments at this point. Newman suggested continuing with the additional presentations before a vote is taken. Newman added that it was evident with the new administration early on that the Downtown efforts had been tremendously successful, but that the question now is "What's Next?" This question led to conversations with Debbie Brangenberg, Lucia Randle, Pat Falkner, Neal McCoy and others, working together as a team to answer that question. After months and months of collaboration, trial and error, tonight we have a joint effort between all these groups and individuals and will all be sharing information tonight in this proposal with the Planning Committee's input to put a plan forward. Newman asked Brangenberg to come forward with her presentation.

Brangenberg thanked all who had participated, saying this has been a long project, beginning in 1991. All the vision and planning previously was based on what already existed, market assessments of what could happen, and then taking a look at land use and how we could use that for future development. This study identified, due to the investment in the old Downtown Mall area (New Coliseum/Arena) that we had property South of Main as a new frontier, which was a rarity to have that much land to develop, thus the Fairpark development came to be from this assessment. There were traffic studies and studies that looked at how to integrate this facility into Downtown and not be just a big box destination. Parking was built out with an eye toward walking to the arena. There were bumps in the road along the way, recessions, Covid and we've continued to push on with the vision included in the master plan, looking toward complementary businesses that could be recruited. We've stayed on plan through 7 administrations since the beginning and kept pushing forward. In 1999 funding was made available to get the infrastruc place. That investment has leveraged over \$180

million in private investment in the Downtown area and that does not include land acquisition, just permits alone. \$22.68 Million in Urban Renewal Bonds has yielded a great opportunity for Tupelo and has really stabilized our downtown area. Moving forward we've had great demand for housing. You have to have density for successful commercial development, and we are not quite there yet, but there are so many opportunities. In 2018, Brangenberg stated that the photos of the Old City County Building, now the Belfry is in place, Main Street-Birthplace Trail received funding to link Downtown to the Birthplace, our #1 Tourist draw. All of these things we have been leveraging our investment to link Downtown. 2018 Main Street Refresh identified 4 strategies which are being targeted and implemented at this time. All of these things came through study, changes in definitions have given more flexibility and has helped lay the groundwork for Lucia and DTMSA to further enhance the product we have here in Tupelo to expand our tax base and the success we have had over the last 30 years. We've maintained the vision, remained true to it, and set the table for the next 30 years.

Newman then asked DTMSA Director Lucia Randle to come forward for her presentation. Randle thanked the committee and those present for the opportunity to speak. The improvements enjoyed today, came from studies done earlier. Randle explained the benefits to those in the proposed expansion areas of the MUD district proposed for Gateway East and Gateway West. Randle mentioned that DTMSA has a four point approach, a comprehensive plan for revitalization, which has been the foundation for all the work going on before and going forward. 1. Economic Vitality, 2. Design, 3. Organization, and 4. Promotion. If these needs are met in all four areas, it results in transformation of an area. With the partnership of the National Main Street organization, the Mississippi Main Street organization, with Downtown Tupelo Main Street Association which is a Great America Main Street Winner, and this partnership with the City of Tupelo and private investors, we can provide the needed resources to Gateway East and Gateway West to bring economic vitality and a visually pleasing connection to Downtown Tupelo for our citizens and guests. Newman then introduced Convention and Visitors Bureau Director, Neal McCoy for his presentation.

Neal McCoy mentioned that his organization can be described as a DMO, which has stood for "Destination Marketing Organization". Place an ad and hope that folks show up. In today's competitive environment, it now stands for "Destination Management Organization". It's not enough to place an ad and hope people show up, you now must create experiences through events. McCoy said you would be hard-pressed to find another community in MS that has a better "front porch" than right here in Downtown Tupelo. Our presentation on Main Street is second to none when you arrive. What CVB looks for now is "What's Next?" We've stuck to the plan, revitalized Downtown Tupelo and now must look to what the next 15-20 years looks like for us. When we invite folks from all over the world to the Birthplace, we want to connect the dots. We do a great job at the Birthplace, but there is an opportunity to connect the dots between the Birthplace and Downtown Tupelo. The City has done the heavy lifting, but the MDOT grant that Debbie referred to means the infrastructure is in place, and now we work with the private sector to create opportunities for commerce along East Main Street. The same thing goes for the western part extending out to Crosstown. So when visitors are arriving into the Downtown area, we want to extend the aesthetically pleasing Main Street presentation. It's all about Destination Management, place making, creating experiences. If a community is a great place to visit that means it's a great place to live.

Newman said that the success of Downtown and Fair Park speaks in and of itself and the goal of project is to expand access both east and west, and that is why we are requesting the rezoning of East Main from Hwy 45 to Veterans and West Main from Madison Street to Crosstown in the Mixed Use Downtown district and with that will come the Gateway East and Gateway West sub-districts which will allow any future development along those stretches to have the amenities and assistance of DTMSA and their design review team reviewing any type of development, exterior facades and assistance with the overall design of any new development. So one of the things we are shooting for is to connect Birthplace with Downtown. The City has already done

the heavy lifting, the utility work, the street work, and now we are looking at the property along that and how we can facilitate the revitalization of that stretch. So the same thing goes for the West Main parcels from Madison to Crosstown, offering them the same kind of assistance. Part of this overall project is that we are offering them 5-year tax abatement on any new development or redevelopment that spends \$10,000 that will receive a 5-year tax abatement that basically means that those that invest that, their property tax will freeze at the level they purchased the property for, so any increase in property value, they would not be taxed on that till that five-year period is over. It's a joint effort, we are all here to answer any questions the committee or the public might have.

Chair Hadley then opened the floor for questions, hearing none, the public input section was closed and opened up the meeting for discussion among the committee members.

Scott Davis asked a question about the closing times suggested for businesses staying open past 5PM. Savely responded that during review of Main Street Refresh, our Central Entertainment District emphasizes after 5PM business. There are certain streets already that have potential to expand what is already there drawing the after-hours pedestrian traffic and we want to encourage that. Newman stressed that current uses will be grandfathered in, but when those locations change occupancy, ownership or use, they would have to come into compliance with these requirements in order to accomplish the goal as we move forward. Leslie Mart asked about those currently under construction. Newman replied that if you currently have a construction permit for a use, or a certificate of occupancy, no changes would be required until any new construction permit came in or certificate of occupancy request after this is approved by the Planning Committee and City Council. Tax incentives are already in place and can be used.

Bentley Nolan asked why this stopped at Veterans instead of going all the way to the turn off of Main to the Birthplace. Neal McCoy said that the idea was to follow the path of the Birthplace Trail which turns off of Main north to at Veterans. It could be expanded later. Newman said he hopes that others Downtown will see the success and hope to expand areas all around the City. There was much other discussion but it came back to the same priority of following the pathway to the Birthplace where the infrastructure followed the grant for the Birthplace Trail. This is not being proposed now, but could be brought up later, since this path and legal notifications did not include those areas in the rezoning process. Newman said you could ask for it to be studied but could not be added in this request. Mart commended the team for their hard work, commitment and perseverance in getting this done.

Bentley Nolan made a motion to approve RZ22-03 (the rezoning), seconded by Scott Davis, with the vote unanimous to approve. After much discussion explaining the reason behind some of the text changes, Mark Williams made a motion to approve TA22-03 (updates to Chapter 2 Definitions and Rules of Construction and Chapter 5 Overlay Districts), seconded by Leslie Mart with the vote all in favor passing unanimously.

Leslie Mart made a motion for the Planning Committee to formally request that the Department of Development Services consider adding the three blocks from Briar Ridge Road/Elvis Presley Drive and Main Street to Veterans Memorial Drive to the Gateway East sub-district. Seconded by Bentley Nolan. All approved that motion except Mark Williams who voted against the motion.

Savely mentioned next steps would be for these motions to be presented to City Council in the form of the minutes and voted on by the Council October 4th, however a work session with the Council will be held tomorrow, September 13th. The Planning Committee Work Session will be Monday, September 26th at 5:15 PM, and the October Planning Committee Meeting will be at 6PM on October 3rd, 2022. As of now, there are only two items on the agenda, those that were tabled here tonight. With there being no further business, the meeting was adjourned after a unanimous vote.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: September 27, 2022
SUBJECT: IN THE MATTER OF MOU WITH CITY OF TUPELO AND FBI **JQ**

Request:

Please accept this letter of request for a Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the Tupelo Police Department (TPD). Attached with this request is also the Mandatory Addendum for all City of Tupelo Contracts.

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

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**FEDERAL BUREAU OF INVESTIGATION
JACKSON SAFE STREETS TASK FORCE (SSTF)
MEMORANDUM OF UNDERSTANDING AND
TUPELO POLICE DEPARTMENT (TPD)****PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the **FEDERAL BUREAU OF INVESTIGATION (FBI)** and the **TUPELO POLICE DEPARTMENT (TPD)**. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Jackson Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL**A. Supervision**

5. Overall management of the SSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Jackson Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignment

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS**A. Investigative Exclusivity**

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for the FBI Jackson Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the SSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Jackson Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SSTF personnel.
31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

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INFORMATION SHARING

33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the SSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the TPD receives a request pursuant to Mississippi Public Records Act's public records statute, M.S. Code 21-61-5, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the TPD will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

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39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

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B. Undercover Operations

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18 and/or Title 21 of the USC while assigned to the SSTF. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official SSTF business and only in accordance with applicable FBI policy, rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency SSTF personnel will require the execution of a separate Vehicle Use Agreement.
56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.
57. Neither the FBI nor the United States shall be responsible for any liability arising from the use of an FBI owned or leased vehicle by SSTF while engaged in any conduct outside the scope of their duties and assignments pursuant to their federal deputation on the SSTF.
58. To the extent permitted by applicable law, TPD agrees to hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by SSTF which is outside the scope of their duties and assignments.

SALARY/OVERTIME COMPENSATION**FOR OFFICIAL USE ONLY**

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59. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
60. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
64. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION**FOR OFFICIAL USE ONLY**

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65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

69. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
70. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.
71. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
72. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
73. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

74. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.

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75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the conduct of personnel assigned to the SSTF or otherwise relating to the SSTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the SSTF. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

- A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
 - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
 - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
 - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General.

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The letter should be provided to Chief Division Counsel (CDC) for the FBI Jackson Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.

78. Liability for any conduct by SSTF undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSTF shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
80. Any participating agency may withdraw from the SSTF at any time by written notification to the SSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
81. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.


MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.
83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

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SIGNATORIES

As to form only 
Chief Division Counsel

8/25/22
Date

Special Agent in Charge
Federal Bureau of Investigation

Date

Chief
Tupelo Police Department

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Bancorpsouth Arena

DATE September 29, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF AUGUST 15, 2022 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF AUGUST 15, 2022

Tupelo Coliseum Commission
Regular Meeting Minutes
August 15, 2022

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, August 15, 2022 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Nat Grubbs
Vice-Chair Neal McCoy
Commissioner- Marcus McCoy
Commissioner- Mike Armour
Commissioner- Jason Hayden
Commissioner- Darrell Marecle
Commissioner Jonathan Waller
Commission Secretary-Cindy Murphy

Representatives of the City of Tupelo Present:
Kevan Kirkpatrick –Executive Director -BancorpSouth Arena and Conference Center
Rosiland Barr- Assistant CFO
Buddy Palmer- City Council

Chair- Nat Grubbs called the meeting to order at 3:00 p.m.

Approval of Minutes from July 25, 2022 Regular Meeting Minutes

Vice-Chair Neal McCoy made a motion to approve the minutes from July 25, 2022, as written seconded by Commissioner Jason Hayden. All commission members voting aye, the motion passed.

Financial Report

Rosiland Barr discussed the financial report.

New Business

Kevan discussed our 2022-2023 budget overview. Commissioner Darrell Marecle made a motion to approve as written, seconded by Commission Marcus McCoy. All commission members voting aye, the motion passed.

September Commission meeting was discussed about moving the date to September 26th. Commissioner Jason Hayden made a motion to approve, seconded by Commissioner Darrell Marecle. All commission members voting aye, the motion passed.

SMC Recycling of scrap metal to remove all the old chiller equipment was discussed. SMC Recycling paying us at 7 cents a pound. Commissioner Jonathan Waller made a motion to

approve, seconded by Commission Secretary Cindy Murphy. All commission members voting aye, the motion passed.

Director's Report

Kevan began by giving us an update on the current projects we have under construction. The concourse floors, chiller and ice plant projects.

Kevan informed the commission he is in the beginning stages of searching for an Assistant Director.

Kevan gave an update on our past events. We had Dancing Like the Stars on July 30th. This was a record year for them. Our Conference Center held 12 meeting events.

Kevan also updated us on the upcoming events. We have Brantley Gilbert and Jelly Roll on August 26th, Dru Hill, Tamar Braxton and Silk on September 3rd, 911 Stair Climb on September 10th and 41 meeting events.

Old Business:

None was discussed

Beverage Approval:

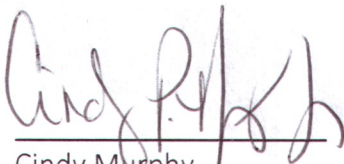
Beverage approval for Brantley Gilbert & Jelly Roll on August 26th and Dru Hill, Tamar Braxton and Silk on September 3rd was discussed. Commissioner Jason Hayden made a motion to approve, seconded by Commission Secretary Cindy Murphy. All commissioners voted aye; the motion passed.

Check Approval:

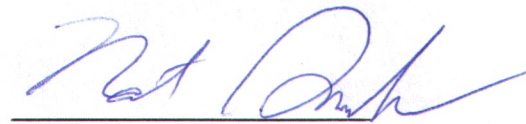
Vice-Chair Neal McCoy asked for a motion to approve the checks from July. Commissioner Jonathan Waller made a motion to approve, seconded by Commissioner Mike Armour. All commissioners voted aye; the motion passed.

Adjournment:

Chair- Nat Grubbs adjourned the meeting at approximately 3:22 p.m.



Cindy Murphy
Secretary



Nat Grubbs
Chair