REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JULY 21, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, July 21, 2026, at 6:00 p.m. The following Council Members attended: Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Janet Gaston, Bentley Nolan, and Rosie Jones. Also attending were City Attorney Ben Logan, and Sandra Shumaker, Clerk of the Council. Council Member Lynn Bryan asked Kelly Wayne Knight to give the invocation, and Council Member Nettie Davis asked Kaiser Wiygul of Boy Scout Troop #12 to lead the pledge of allegiance. President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard to approve the agenda and the agenda order as presented. The vote was unanimous in favor.

IN THE MATTER OF PROCLAMATION FOR GENO JONES DAY

Mayor Todd Jordan proclaimed August 1, 2026, as Geno Jones Day in honor of his musical talent and dedication to teaching and contributions to the community, citizens and events held throughout the city. APPENDIX "A"

RECOGNITION GIRL/BOY SCOUTS

The Mayor welcomed the following members of Boy Scout Troop #12 who attended the council meeting to earn Citizenship in the Community and Communications merit badges.

Collins Foote, son of Chuck and Amelia Foote
Jameson Armstrong, son of Jonathan and Carolee Armstrong
Emerson Iser, son of Richard and Sarah Iser
Bryson Hunter, son of Ben and Corey Hunter
Gus Jones, son of George and Lori Jones
Kaiser Wiygul, son of Jess & Katie Wiygul
Henry Mize, son of Paul and Boone Mize

Krista Williamson introduced the scouts of Troop 2627. Whitney Atkinson, Levi Williamson and Milla Harris

PUBLIC RECOGNITION

Council Member Beard recognized the scouts attending the council meeting. Troop 12 has been meeting for 600 consecutive months in a row. A reunion was held this past weekend with surviving members of the original group.

Council Member Davis requested that everyone pray for the family of Nolan Wells who passed away on the weekend of July 4, 2026. Ms. Nettie reviewed the history of the C.C. Augustus pool and Mr. Augustus, who contributed a great deal to the community.

Council Member Gaston stated that Tupelo hosted 300 swimmers for the MS State swim meet last weekend. People come and stay for these events generating lodging and sales tax revenues for the city. She thanked the Aquatic Center employees and parent volunteers for all the hard work.

Council Member Jones thanked Ms. Nettie for recounting the history of the C.C. Augustus Pool. She requested everyone be in prayer for the family of Anthony Rogers because his brother passed away recently. She thanked those who participated in the Juneteenth parade.

Vice President Nolan thanked the city employees who donated blood at the City of Tupelo blood drive today. It was a good turnout. The AEE Mingle event is being held at the Gum Tree Museum this weekend. This event provides grants to teachers for the school year. He welcomed the THS class of 2006 for their 20-year class reunion.

President Bryan added to the statements made by Council Member Beard regarding the history of Boy Scout Troop 12 stating that July 21, 2026, is the 100th birthday of the Charter for this troop. They recently went on their 900th campout to the Ocoee River. Troop 12 has also produced 485 Eagle Scouts. It's a good community organization. He also apologized to Council Member Jones for comments made at the July 7, 2026, meeting.

MAYOR'S REMARKS

Mayor Jordan reported that the use tax for the year was up approximately $600,000. Sales tax is still good at 7% for last month. The curb, gutter & drainage bid for the road running from the Natchez Trace to Barnes Crossing Road opened at $400,000 under budget.

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on this matter. APPENDIX "B"

CITIZEN HEARING

Lora Freeman asked the council to consider code issues on Craigmont Circle. Neighbors do not keep their yards and have aggressive dogs that hinder her freedom of movement in the yard and neighborhood. Members of council have spoken with him but further action needs to be taken. Council President Bryan requested that the matter be checked by code enforcement.

Bonnie Bahre spoke to the council regarding the decision to allow City of Tupelo police officers that are also employed by Signal Security to wear their police uniforms and use city vehicles. She stated that this company has their own vehicles and also provides uniforms for their employees. She feels that this allows Wal-Mart to get special security that does not serve the public interest. She read Statute 17-25-11 and voiced concern that this action is in violation of the code. It also adds to the city's liability for unlawful detainment and arrest. She does not feel it will deter crime and referred to events that have happened in the same parking lot while uniformed police officers were working for Signal Security. She encouraged that officers spend their time developing relationships and commended the TPD for the strides they have made so far in this effort.

Police Chief John Quaka requested that the council allow him to respond. Vice President Nolan moved, seconded by Council Member Jones, to suspend the rules and allow the Chief to speak before the council. The vote was unanimous in favor.

Chief Quaka stated that the council has approved the use of police officer uniforms only a few times. One of the places officers are allowed to wear their uniforms is at the mall and there have been no complaints. He stated that the TPD was in talks with Signal Corp prior to recent events that have been reported in the news. The Chief read statistics regarding crime reports at Walmart stores. Prior to this current detail, TPD has responded to 224 calls of service in six months. The North Gloster Walmart had 72 incident reports. The Walmart on West Main Street had 157 during the same time frame. Incident reports here were higher at this Walmart and more felonious. The ability to have officers patrolling these areas while being funded by another company is something he supports. He takes full responsibility for this action and if he finds out in another six months this action does not deter crime, he will pull back. He feels that having a trained officer at these locations is better than an untrained employee hired by the security company. This is in the best interest of public safety.

Council Member Jones asked about the course of action if another company requests this same type of security. He responded that it would be brought to the council for approval if the area in question has an issue of high crime. There are numerous companies throughout the City of Tupelo that hire off-duty officers for security. The only issue that will be brought before council is the use of badges, service weapons, uniforms and use of a police vehicle.

IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF JULY 7, 2026

Council Member Beard moved, seconded by Council Member Davis, to approve the city council minutes of July 7, 2026, as presented. The vote was unanimous in favor. APPENDIX "C"

IN THE MATTER OF BILL PAY

The bills were reviewed at 4:30 p.m. by Council Member Travis Beard, Council Member Bentley Nolan and Council Member Nettie Davis. Council Member Beard moved, seconded by Council Member Gaston, to approve payment of the bills as presented with check numbers 443371-443683 and 50004453 – 50004481.. The vote was unanimous in favor. APPENDIX "D"

IN THE MATTER OF APPROVAL FOR MAYOR TO EXECUTE A CONTRACT BETWEEN THE MISSISSIPPI OFFICE OF HOMELAND SECURITY AND THE CITY OF TUPELO FOR THE SLCGP GRANT AWARD NUMBER 24CS366 – FIREWALL, DEPLOYABLE NETWORKING, POWER SUPPLY, FIBER LOOP EQUIPMENT AND ENCLOSURE

Abby Christian stated that the execution of the contract between the City of Tupelo and the MS Department of Homeland Security (MSDHS) was for the grant award #24CS366 to purchase necessary equipment and build a disaster recovery area that will be located at Fire Station 5. It is matched by MSDHS. Council Member Davis moved, seconded by Vice President Nolan, to approve the grant as presented. The vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF APPROVAL OF A CONTRACT BETWEEN THE CITY OF TUPELO AND HDR FOR RFQ NUMBER 2026-019PW – FY22 RAISE PRELIMINARY ENGINEERING

AND TO AUTHORIZE THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF TUPELO

Vice President Nolan moved, seconded by Council Member Gaston, to take this item off the table and allow council to proceed with a vote. The vote was unanimous in favor

Council Member Davis moved, seconded by Council Member Beard, to approve this contract. The vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF APPROVAL FOR CITY TO SUBMIT THE FY26 STATE BORDER SECURITY REINFORCEMENT FUND (SBSRF) GRANT APPLCIATION

Grant Writer Abby Christian requested council approval for the submission of this grant. The funds will go to purchase roadside X-Ray, drones, cold cameras, night vision goggles, handheld chemical analyzers, and provide for the upgrade of SOG vehicles with LPR technology. There is no match for this grant. Vice President Nolan moved, seconded by Council Member Beard, to approve the submission of this grant. The vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF LOT MOWING

Council Member Gaston moved, seconded by Council Member Beard, to approve the final lot mowing list of July 21, 2026. Council Member Davis asked about mowing property at 532 Barnes Street. Development Services Director Tanner Newman stated that it would be mowed soon. The vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MEETING MINUTES OF JUNE 1, 2026

Council Member Beard moved, seconded by Council Member Nolan, to approve the planning committee minutes as presented. The vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF REVIEW AND APPROVE PRELIMINARY PLAT MAP FOR SUNNY WAY SUBDIVISION-SPRINGLAKE

Council Member Beard moved, seconded by Council Member Mims, to approve the plat map as presented. The vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR MAY 11, 2026, AND JUNE 8, 2026

Vice President Nolan moved, seconded by Council Member Davis, to approve the MTP meeting minutes as presented. The vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF BID AWARD APPROVAL FOR THE BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD) AND BRIDGE #97 (RANKIN BLVD EXT) 2026-030PW

Council Member Beard moved, seconded by Council Member Davis, to approve and award the bid for bridge repairs to bridges located at Colonial Estates Road, (69), and Rankin Boulevard Extended, (97), to M&N Excavators, Inc. in the amount of $162,919.50. The vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF CVB BOARD MINS. JULY 7, 2026

Council Member Gaston moved, seconded by Council Member Davis, to approve the CVB board meeting minutes as presented. The vote was unanimous in favor. APPENDIX "M"

IN THE MATTER OF SOLE SOURCE PROCUREMENT – MUELLER SYSTEMS

Vice President Nolan moved, seconded by Council Member Beard, to approve the renewal of Mueller Systems as the sole source vendor for AMI water meters. The vote was unanimous in favor. APPENDIX "N"

IN THE MATTER OF RATIFICATION OF AN ENERGY SERVICES AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC, APPROVED ON JULY 7, 2026
IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF SPRING STREET AND JEFFERSON STREET IN THE CITY OF TUPELO, MISSISSIPPI AND TO APPROVED THE EXECUTED PURCHASE AGREEMENT

Council Member Davis moved, seconded by Vice President Nolan, to approve this order and ratify the executed contract for this property purchase. The vote was unanimous in favor. APPENDIX "O"

EXECUTIVE SESSION

Council Member Beard, seconded by Council Member Gaston, to determine the need for executive session. The vote was unanimous in favor.

City Attorney Ben Logan stated that there is a matter of pending litigation and two property purchases that were considered proper items for executive session

Council Member Davis moved, seconded by Vice President Nolan, to enter executive session at 6:47 p.m. The vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Gaston, to leave executive session and return to regular session at 7:08 p.m. The vote was unanimous in favor.

IN THE MATTER OF RETAINING BRAD MORRIS LAW FIRM AND THE FOREVER JUSTICE ALLIANCE TO REPRESENT THE CITY ON A CONTINGENCY BASIS FOR ANY CLAIMS THE CITY MAY HAVE RELATED TO ANY RELEASE OR THREAT OF RELEASE OF PFAS-PFOS OR RELATED "FOREVER CHEMICALS", APPROVE THE CONTRACT AND AUTHORIZE THE MAYOR TO SIGN THE AUTHORITY TO REPRESENT CONTRACT

Council Vice President Nolan moved, seconded by Council Member Beard to approve the city to retain the Brad Morris Law Firm in the above-mentioned matter. The vote was unanimous in favor. APPENDIX "Q"

IN THE MATTER OF A MEMORANDUM OF UNDERSTANDING FOR A DEVELOPMENT AGREEMENT OF 125 EAST MAIN STREET BETWEEN THE CITY OF TUPELO,

MISSISSIPPI AND GUARANTY BANK AND TRUST AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT AT THE CLOSING OF THE PROPERTY BETWEEN GUARANTY BANK AND THE PROPERTY OWNERS, SUBJECT TO LATER RATIFICATION BY CITY COUNCIL

Council Member Beard moved, seconded by Council Member Mims to approve the Memorandum of Understanding for a Development Agreement between the City of Tupelo and Guaranty Bank for the development of property located at 125 East Main Street. The vote was unanimous in favor. APPENDIX "R"

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Beard moved, seconded by Vice President Nolan, to adjourn the city council meeting of July 21, 2026, at 7:10 pm.

LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:

Sandra Shumaker
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED

Todd Jordan
TODD JORDAN, MAYOR

08-04-2026
DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Scott Costello, Communications Director

DATE July 17, 2026

SUBJECT: IN THE MATTER OF PROCLAMATION FOR GENO JONES DAY

Request:

Mayor Jordan Reads Proclamation for Geno Jones Day.

OFFICE OF THE MAYOR

GENO JONES DAY

PROCLAMATION

WHEREAS, Mr. Geno M. Jones, a beloved resident of the City of Tupelo, departed this life on Saturday, December 28, 2024, leaving behind a remarkable legacy of faith, music, education and service; and

WHEREAS, throughout his distinguished life, Mr. Jones faithfully used his God-given gifts as an accomplished pianist, vocalist, educator and mentor, earning local and national recognition for his exceptional musical talent and his commitment to music education; and

WHEREAS, Mr. Jones devoted 28 years of service to the Tupelo Public School District, investing in the lives of students, providing compassionate care, encouragement, and support while instilling values that extended far beyond the classroom. He also faithfully served for more than 20 years as the musician for Tupelo High School's Black History Program, accompanying and inspiring the renowned THS Black Voices; and

WHEREAS, in 1993, Mr. Jones co-founded Geno Jones & Focus, a gospel ensemble whose inspiring blend of traditional and contemporary gospel music; and

WHEREAS, as music director of Geno Jones & Focus, Mr. Jones became a cherished fixture throughout northeast Mississippi, performing at banquets, weddings, church services, gospel concerts, and numerous community events, an enduring commitment that contributed to the ensemble receiving the 2018 Image Award; and

WHEREAS, Mr. Jones was honored with opportunities to lead his ensemble in performances alongside and in opening for distinguished artists and leaders, including the Mississippi Mass Choir, the Reverend Jesse Jackson, Donnie McClurkin, Kirk Franklin, Dolly Parton, Yolanda Adams, Vickie Winans, and the late Nell Carter; and

WHEREAS, Mr. Jones, through his leadership and participation in events such as the Tupelo Community Forward Festival, the Juneteenth Tupelo Freedom Celebration, the Tupelo/Lee County NAACP Freedom Fund Banquet, the UNCF Banquet, and many others, strengthened relationships, inspired collaboration, and enriched the cultural life of our city; and

WHEREAS, the City of Tupelo has been immeasurably blessed by the life and service of Mr. Geno M. Jones.

NOW, THEREFORE, I, Todd Jordan, Mayor of the City of Tupelo, Mississippi, do hereby proclaim August 1st, 2026, as Geno Jones Day in the City of Tupelo, honoring Mr. Jones for his long-standing service to the city and its citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Tupelo to be affixed on this day, July 21, 2026.

Todd Jordan, Mayor

ATTEST:

Kim Hanna, City Clerk

APPENDIX A

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 07/21/26

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **TN**

Request:

FINAL LOT MOWING LIST 07/21/26

RECORD #	PARCEL ID	VIOLATION ADDRESS	CODE INSP	OWNER NAME	OWNER ADDRESS	OWNER CITY/STATE/ZIP		
LM-26-349	077P-35-232-00	405 SOUTH FOSTER DRIVE, TUPELO, MS 38801	RS	TLGFY LLC	PO BOX 8155	GULFPORT	MS	39506
LM-26-346	105H-15-032-00	3347 MEADOW DRIVE, TUPELO, MS 38801	RS	BROWN LATRAVIOUS	3392 CRAIGMONT CIRCLE	TUPELO	MS	38801
LM-26-344	078B-28-011-58	1314 BUTLER PARK BOULEVARD, TUPELO, MS 38801	JLB	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804
LM-26-343	078B-28-010-11	4052 LONGVIEW LAKE DRIVE, TUPELO, MS 38801	JLB	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804
LM-26-342	078B-28-010-08	BUTLER PARK BLVD	JLB	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804
LM-26-337	078B-28-011-66	1309 HIGH LINE DRIVE, TUPELO, MS 38801	JLB	JANIE PARKS PILLOW	1309 HIGH LINE DR	TUPELO	MS	38801
LM-26-330	076K-23-047-04	1966 BORDEAUX LANE, TUPELO, MS 38804	SB	STOCKBURGER DUANE L & JEANE G REVOCABLE TRUST	REVOCABLE TRUST	TUPELO	MS	38804
LM-26-326	106H-13-002-00	3592 SOUTH GREEN STREET, TUPELO, MS 38801	RS	MAIZ ELDA	3592 S GREEN STREET	TUPELO	MS	38801
LM-26-312	089N-31-078-00	675 WEST MAIN STREET SUITE A, Unit A, TUPELO, MS 38804	JLB	JOYNER ERNEST IIIBECK REALTY & PROPERTY MANAGEMENT	P O BOX 1095	TUPELO	MS	38802
LM-26-153	089F-30-025-00	532 WEST BARNES STREET, TUPELO, MS 38804	EG	CHRISTIAN CAREPLEX	906 N MADISON STREET	TUPELO	MS	38801

APPENDIX B

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE JULY 21, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF JULY 7, 2026

REQUEST: REVIEW AND APPROVE

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JULY 7, 2026

The Tupelo City Council held its regular meeting in the Council Chambers of the City Hall building on Tuesday, July 7, 2026, at 6:00 p.m. The following Council Members attended: Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Janet Gaston, Bentley Nolan, and Rosie Jones. Also attending were City Attorney Ben Logan, and Sandra Shumaker, Clerk of the Council. Council Member Lynn Bryan asked Kelly Wayne Knight to give the invocation, and Council Member Nettie Davis led the pledge of allegiance. President Janet Gaston called the meeting to order at 6:00 p.m.

IN THE MATTER OF ELECTION OF CITY COUNCIL PRESIDENT

Council Member Bentley Nolan, seconded by Council Member Travis Beard, nominated Council Vice President Bryan to serve in the position of 2026-2027 President of the Tupelo City Council. The vote was 5-1 with Council Member Rosie Jones opposing the nomination. APPENDIX "A"

IN THE MATTER OF ELECTION OF A CITY COUNCIL VICE PRESIDENT

Council Member Travis Beard moved, seconded by Council Member Gaston, to nominate Council Member Bentley Nolan to serve in the position of 2026-2027 Vice President of the Tupelo City Council. The vote was unanimous in favor. APPENDIX "B"

Council President Bryan, Vice President Nolan and Mayor Jordan presented Council Member Gaston with a plaque and thanked her for serving as the 2025-2026 president of the council.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard to approve the agenda and the agenda order as presented. The vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Nettie Davis thanked the city and everyone who supported the Carver Reunion. The three-day event hosted 300 people over three days. She also announced that due to inconsistent weather, the Juneteenth parade has been moved to July 18, 2026. Council Member Davis then asked for prayer for the family of Julian Vaughn who passed away recently.

Council Member Gaston thanked the city and the Department of Parks & Recreation for a great Fourth of July celebration and recognized the hard work of the employees and volunteers.

Council Member Jones welcomed those attending the council meeting and wished everyone a happy 250th anniversary of the United States. She welcomed and thanked citizens who attend the council meetings. She also stated that the capital budget meeting would involve discussions about the items that have been on the agenda.

MAYOR'S REMARKS

Mayor Jordan thanked Alex Farned and the Department of Parks & Recreation for a great Fourth of July celebration. He stated that the Juneteenth celebration hosted approximately 900 visitors. There will be a swimming meet held at the aquatic center in two weeks that will host 300 swimmers.

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA)

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on this matter. APPENDIX "C"

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION PROPERTIES

Property located at 843 South Green Street, Parcel Number 089F-30-060-00 has been noticed for demolition. No one appeared to speak on this matter. APPENDIX "D"

REVIEW AND APPROVE REQUEST TO REZONE PROPERTY LOCATED OFF NORTH GLOSTER STREET FROM A/O – AGRICULTURE/OPEN SPACE TO RC – REGIONAL COMMERCIAL

Council Member Gaston moved, seconded by Council Member Davis, to approve the ordinance to rezone parcels 084S-18-001-18, 084S-18-001-04, 084S-18-001-19, 083U-07-066-06, 083U-07-003-00 and 083U-07-005-00 along Woodford Way as presented. The vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF ORDINANCE TO ESTABLISH THE WOODFORD WAY OVERLAY DISTRICT

Vice President Nolan moved, seconded by Council Member Beard, to approve the ordinance establishing the Woodford Way Overlay District as presented. The vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF ORDINANCE TO UPDATE THE DESIGN GUIDELINES FOR THE MIXED-USE DOWNTOWN OVERLAY DISTRICT

Council Member Davis moved, seconded by Council Member Gaston, to approve the ordinance as presented. The vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF ORDINANCE TO UPDATE DEFINITIONS AND STANDARDS FOR CONGREGATE LIVING FACILITIES

Council Member Beard moved, seconded by Vice President Nolan, to approve the ordinance updating definitions and standards for congregate living facilities as presented. The vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF JUNE 16, 2026

Council Member Beard moved, seconded by Council Member Davis, to approve the council meeting minutes of June 16, 2026, as presented. The vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF BILL PAY

The bills were reviewed by Council Member Janet Gaston, Council Member Travis Beard and Council Member Bentley Nolan. Council Member Beard moved, seconded by Council Member Davis, to approve the payment of the bills with check #442925-443309 and 50004412-50004452. The vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Gaston moved, seconded by Council Member Mims, to approve the amount of $500.00 to the THS Cheer Boosters for the THS 2026 football program. The vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF BUDGET AMENDMENT #6 FOR FY 2026

Council Member Beard moved, seconded by Vice President Nolan, to approve Budget Amendment #6 as presented. The vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF REVIEW AND APPROVE PROPERTIES FOR DEMOLITION

Council Member Beard moved, seconded by Vice President Nolan, to adjudicate the property or parcel of land in its then condition to be a menace to the public health, safety and welfare of the community and approve the cleaning and demolition of the property located at 843 South Green Street, Parcel Number 089F-30-060-00 for demolition. The vote was unanimous in favor. APPENDIX "M"

IN THE MATTER OF MOWING

Council Member Gaston moved, seconded by Council Member Mims, to approve the final lot mowing list as presented. The vote was unanimous in favor. APPENDIX "N"

IN THE MATTER OF REVIEW AND APPROVE LOT MOWING LIENS

Council Member Mims moved, seconded by Council Member Gaston, to approve liens to be placed on the properties listed below for lot mowing. Council Member Davis asked about the payment process for these liens and Tanner Newman, Director of Development Services, responded that the liens would be filed at the Lee County Courthouse and can be paid at any time. At the end of the fiscal year, the unpaid liens would be turned over to the county to be applied to the tax rolls. The vote was unanimous in favor. APPENDIX "O"

514 CLINTON ST.	089F-30-005-00	$300.00
481 SOUTH FEEMSTER LAKE	088Q-34-031-00	$300.00
1400 CENTRAL AVENUE	077Q-36-081-00	$300.00
1518 CENTRAL AVENUE	077Q-36-156-00	$300.00
2411 DANNY STREET	077P-35-006-00	$300.00
401 MONUMENT DRIVE	101B-02-140-00	$300.00
905 HARRISON STREET	101D-01-179-00	$300.00

2005 WAYNE DRIVE	101B-02-140-01	$300.00
2308 TORREY STREET	077P-35-187-00	$300.00
2317 ENGLEWOOD DRIVE	101B-02-247-00	$300.00
202 ENOCH AVENUE	077Q-36-219-00	$300.00
122 HARVESTER SQUARE	079V-32-147-00	$300.00

IN THE MATTER OF APPROVAL OF A CONTRACT BETWEEN THE CITY OF TUPELO AND HDR FOR RFQ NUMBER 2026-019PW – FY22 RAISE PRELIMINARY ENGINEERING AND TO AUTHORIZE THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF TUPELO

This item was tabled on 05/19/26 and remained on the table on 06/02/26 and 06/16/26. The council left this item on the table pending continued legal review and negotiation of the contract. APPENDIX "P"

IN THE MATTER OF APPROVAL AUTHORIZING TUPELO PD OFFICERS TO UTILIZE THEIR DEPARTMENT UNIFORM, SERVICE WEAPON, AND DEPARTMENT VEHICLE WHILE PERFORMING PRIVATE SECURITY AT WALMART LOCATIONS WITHIN THE CITY LIMITS OF TUPELO

Council Member Gaston moved, seconded by Council Member Beard, to approve this item as presented. The vote was 6-1 in favor with Council Member Jones opposed. APPENDIX "Q"

IN THE MATTER OF CHANGE ORDER APPROVAL NO. 1 TOWN CREEK EROSION CONTROL BRIDGE NO. 206 BID NO. 2025-029PW

Council Member Davis moved, seconded by Council Member Gaston, to approve this change order as presented. The vote was unanimous in favor. APPENDIX "R"

IN THE MATTER OF CVB BOARD MINS. JUNE 2, 2026

Vice President Nolan moved, seconded by Council Member Beard, to approve the minutes of June 2, 2026, as presented. The vote was unanimous in favor. APPENDIX "S"

IN THE MATTER OF CVB INT'L TRAVEL FOR JENNIE BRADFORD CURLEE DEPUTY DIRECTOR ON SEPTEMBER 25TH -OCT 4TH AND OCT 16-23,2026

Council Member Beard moved, seconded by Council Member Davis, to approve the international travel request for Jennie Bradford Curlee for Travel Brand USA Travel week in Amsterdam, Netherlands and JRNY Media Event in London, England Sept.25- Oct.4 2026. Ms. Bradford-Curlee will then travel to Mississippi UK sales and Media Mission in London, England on Oct. 16-23, 2026. Each trip will cost an estimated $6,000 with a daily per diem rate of $174.00. The vote was unanimous in favor. APPENDIX "T"

IN THE MATTER OF WATER & LIGHT REQUEST APPROVAL FOR SURPLUS ITEMS

Council Member Gaston moved, seconded by Vice President Nolan, to approve the surplus by destruction of computers that are too old to be refurbished and no longer of use to the City of Tupelo. The vote was unanimous in favor. APPENDIX "U"

IN THE MATTER OF APPROVAL OF A SOLE SOURCE VENDOR FOR SCHWEITZER ENGINEERING PRODUCTS

Council Member Beard moved, seconded by Council Member Gaston, to approve Power Connections. Inc. as a sole source vendor for the purchase of Schweitzer relays, voltage regulator controls, capacitor bank controls and communication devices for the SCADA system used in our electrical substations and distribution system. These items and their integral parts are not interchangeable with other manufacturers. The vote was unanimous in favor. APPENDIX "V"

IN THE MATTER OF APPROVAL OF CHANGE ORDER #2 FOR TULIPS SEWER IMPROVEMENTS (BID NO. 2025-019WL) SRF/ARC

Council Member Gaston moved, seconded by Vice President Nolan, to approve change order #2 for Tulips Sewer by adding 45 days to the completion date due to waiting on parts. The vote was unanimous in favor. APPENDIX "W"

IN THE MATTER OF APPROVAL OF AN ENERGY SERVICES AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. – TUPELO AQUATIC CENTER – AND TO AUTHORIZE THE MAYOR TO EXECUTE

Vice President Nolan moved, seconded by Council Member Gaston, to approve subject to legal approval of the design parameters and subsequent ratification by city council. The vote was unanimous in favor. APPENDIX "X"

PROOF OF PUBLICATION OF ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI TO REZONE CERTAIN PROPERTY IDENTIFIED AS LEE COUNTY TAX PARCELS 079L-32-005-02, 079L-32-005-21, 079L-32-005-22, 079L-32-005-20, and 079L-32-005-23, LOCATED ON LOCUST LANE, FROM AGRICULTURAL OPEN SPACE PROTECTION DISTRICT (AO) TO MEDIUM DENSITY RESIDENTIAL (MDR)

Council Member Davis moved, seconded by Vice President Nolan, to spread this proof of publication of the ordinance in the minutes. The vote was unanimous in favor.
APPENDIX "Y"

IN THE MATTER OF RATIFICATION OF REIMBURSEMENT AGREEMENT WITH TOMBIGBEE ELECTRIC POWER ASSOCIATION (TEPA)

Council Member Beard moved, seconded by Council Member Nolan, to ratify the reimbursement agreement as executed by the city and TEPA. The vote was unanimous in favor. APPENDIX "Z"

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Beard moved, seconded by Council Member Gaston, to adjourn the city council meeting of July 7, 2026 at 6:39 pm.

LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:

SANDRA SHUMAKER
COUNCIL CLERK

APPROVED

TODD JORDAN, MAYOR

07-21-24
DATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: KIM HANNA, CFO

DATE 07/21/2026

SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

COUNCIL MEMBER ROSIE JONES
COUNCIL MEMBER BENTLEY NOLAN
COUNCIL MEMBER NETTIE DAVIS

CHECK INFORMATION FOR COUNCIL MEETING
July 21, 2026

FUND	-CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-443371-443683 50004453-50004481

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 16 July 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR MAYOR TO EXECUTE A CONTRACT BETWEEN THE MISSISSIPPI OFFICE OF HOMELAND SECURITY AND THE CITY OF TUPELO FOR THE SLCGP GRANT AWARD NUMBER 24CS366 – FIREWALL, DEPLOYABLE NETWORKING, POWER SUPPLY, FIBER LOOP EQUIPMENT AND ENCLOSESURE **AC**

Request: I'm asking the Council for approval for the Mayor to execute a contract between MOHS and the City for award number 24CS366. This award funding is to purchase necessary equipment to build a disaster recovery area at Fire Station 5.

Agency: Mississippi Office of Homeland Security (MOHS)

Grant: State and Local Cybersecurity Grant Program (SLCGP)

Match: *There is no match for Tupelo.*

The following grant funds are obligated:					
Cost Summary		**Source of Funds**		**Match**	**Ratio%**
Contractual Services	$11,696.00	**Federal**	$105,696.00	$0.00	70%
Equipment	$92,000.00	**State**	$45,298.29	$0.00	0%
Training	$0.00	**Local**	$0.00	$0.00	0%
Other	$2,000.00	**Other**	$0.00	$0.00	0%
Total	$105,696.00	**Total:**	***$150,994.29***	$0.00	100%

Submission Deadline: 7/31/26

State and Local Cybersecurity Grant Program
(SLCGP) Award Appendix
Documentation for Award Packet.

Please return the following forms along with the Award Letter and Award Agreement for a complete Award Packet.

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 holds the full responsibility of the program to remain in state and federal compliances.

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

Agency Name: _____ **Grant Number:** _____

Agency Address: _____

Agency Phone Number: _____ **Agency Fax Number:** _____

Sub-Recipient Grant Administrator (SGA) 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: _____ **Title:** _____
(Designated Sub-Recipient Grant Administrator)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer 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 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: _____ **Title:** _____
(Sub-Recipient Financial Officer)

Phone Number: _____

Email Address: _____

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: _____ **Title:** _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Program Scope of Work

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.

Agency Mission Statement

As part of FEMA's requirement for additional information regarding sub-recipients, FEMA now requires that with each federal request for payment for a sub-recipient, the MOHS is now required to submit the agency's Mission Statement. Please provide the agency's most current Mission Statement for the Agency.

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	
Zip Code +4 Digits (Required)	
Unique Entity Identification (UEI) #	
Amount of Award:	

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

1. More than 80% of the Agency organization's annual gross revenue is 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**

_____ _____

Authorized Signatory Official (Printed Name) **Title**

Mississippi Accountability System for Government Information and Collaboration (MAGIC)
Financial Form

To help the Mississippi Office of Homeland Security process advance or reimbursement funding smoothly and without delays, please submit the following information and documents. Once received, the grant funding will be prepared for disbursement based on the materials provided.

Document to Provide MOHS:

- W-9 Form:

MAGIC Agency Contact Information	
Agency Name:	
MAGIC Grant Identification Number:	
MAGIC Grantee Contact:	
MAGIC Grantee Address:	
MAGIC Contact Email Address:	
When processed, where will funding be sent? Ex. City/Town; Board of Supervisors, Police Dept. EMA Dept., School District	
Unique Entity Identification Number (UEI):	
UEI Expiration Date :	

I certify that the above information is true and accurate.

_____ _____

Authorized Signatory Official (Signature) **Date**

_____ _____

Authorized Signatory Official (Printed Name) **Title**

APPENDIX E

Mississippi Office of Homeland Security
FEMA Non-Disaster Reimbursement Request

Per FEMA guidance within the FEMA Notice of Funding Documents for Non-Disaster Grants, each reimbursement request to FEMA must ensure the following information for Sub-Recipient Funding Requests.

Agency Name: _____

1. **Is Funding Directly or Indirectly to Sub-Recipient?**	
☒ **Directly** to the Sub-Recipient	☐ Indirectly to the Sub-Recipient
2. Please provide in the space below, the Mission Statement of the Agency.	
3. **Does the Sub-Recipient's work or mission involve supporting aliens, regardless of whether FEMA funds support such activities?**	
☐ Yes. Agency's work or mission **will** involve supporting aliens.	☐ No. Agency's work or mission **will not** involve supporting aliens.
4. **Will any payment request to the Sub-Recipient include an activity involving support for aliens?**	
☐ Yes. Agency's payment request **will** include activities that involve supporting aliens.	☐ No. Agency's payment request **will not** include activities that involve supporting aliens.
5. Does the Sub-Recipient have and follow any Diversity, Equity and Inclusion (DEI) practices?	
☐ Yes. Agency **has and follows** DEI practices.	☐ No. Agency **does not have nor follows** DEI practices.
6. Are any foreign nationals or noncitizens employed by the Sub-Recipient agency in roles that involve managing program requirements, processing reimbursements or advances, or performing any activities related to this grant program?	
☐ Yes. Agency **has** foreign nationals or noncitizens employed within the agency that perform grant-related activities. If so, please provide a short bio or resume for all individuals.	☐ No. Agency **does not have** foreign nationals or noncitizens employed within the agency that perform grant-related activities.

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature) **Date**

Authorized Signatory Official (Printed Name) **Title**

APPENDIX E

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

MISSISSIPPI OFFICE OF HOMELAND SECURITY
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Tupelo, City of

Project Title: FY24 State and Local Cyber Security Grant Program-Grant Awards

Grant Period: 6/15/2026-12/12/2029 **Date of Award: 6/15/2026**

Total Amount of Award: $105,696.00 **Grant Number: 24CS366**
Total State Share (Match): $45,298.29
Total Grant Amount Federal + Match: $150,994.29

In accordance with the provisions of Federal Fiscal Year 2024 FEMA State and Local Cybersecurity Grant Program, the Mississippi Office of HomelandSecurity (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.137 and MOHS federal grant number is EMW-2024-CY-05009. 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 **July 31, 2026**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

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

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, State and Local Cybersecurity 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



Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

APPENDIX E

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM PROJECT DESCRIPTION

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GOALS AND OBJECTIVES

GOAL: Demonstrate how the projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustain existing capabilities per the CISA-approved Investment Justification

OBJECTIVES:

Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.

Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.

Objective 3: Implement security protections commensurate with risk.

Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

PROGRAM MILESTONE SCHEDULE

1st Quarter (September, October & November)

- Attend a required Grant Implementation Meeting.
  - In Person Meeting: Submit Grant Implementation Acknowledgement form at the MOHS Implementation Meeting.
  - Virtual Meeting: Submit Grant Implementation Acknowledgement to mohsgrants@dps.ms.gov, by **July 31, 2026.**
- Submit the following required documentation for the Grant Award. Forms should be executed by the Signatory Authorized Official. A copy of the following forms must be maintained in the Agency file and will be reviewed during grant monitoring. A submission deadline has been set for **July 31, 2026,** for the following forms.
  - Grant Award Letter, Agreement and Appendix documents.
  - Environmental Historic Preservation (EHP) Form, if required.
  - NIMS Certifications (100, 200, 700 and 800), if not submitted
  - Latest Audit, if not submitted.
  - Memorandum of Understanding for License Plate Reader, if required.
  - State and Local Cybersecurity Grant Program Memorandum of Understanding and Consent Form.
  - Nationwide Cybersecurity Review (NCSR) Assessment (Open from October 1-February 28th)
- Solicit quotes and/or bids for equipment. (If equipment is over $5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th.**
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

PROGRAM MILESTONE SCHEDULE

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

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

3RD QUARTER (March, APRIL & MAY)

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

4th QUARTER (June, July, and August)

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

CLOSEOUT (September 1-October 1)

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

MISSISSIPPI OFFICE OF HOMELAND SECURITY
GRANT AGREEMENT

Sub-Recipient's Name: Tupelo, City of Mailing Address: 71 East Troy Street Tupelo, MS 38804 Telephone Number: (662) 841-6565 Email Address: abby.christian@tupeloms.gov	Effective Date of Grant: June 15, 2026 Sub-Recipient Grant Number: 24CS366 Grant Identifier (Funding Source & Year): EMW-2024-CY-05009 Period of Performance: Start and End Dates: June 15, 2026-December 12, 2029 Subgrant Payment Method: X Cost Reimbursement Method

CFDA # - 97.137- State and Local Cybersecurity Grant Program	UEI #-DK9PFM6XSDR7	Congressional District: 1st
FAIN #: 646000779	Initial Federal Award Date: December 13, 2024	Federal Awarding Agency: Homeland Security (800)368-6498
Research and Development Grant: ____Yes __X_No	Indirect Cost Rate Charged: $0.00	

The following grant funds are obligated:

Cost Summary		Source of Funds		Match	Ratio %
Contractual Services	$11,696.00	Federal	$105,696.00	$0.00	70%
Equipment	$92,000.00	State	$45,298.29	$0.00	0%
Training	$0.00	Local	$0.00	$0.00	0%
Other	$2,000.00	Other	$0.00	$0.00	0%
Total	$105,696.00	Total:	$150,994.29	$0.00	100%

Total of All Federal Grants Through MOHS to Agency:

	FY23	FY24	FY25
Number of Grants:	0	0	0
Total Award Funding of Grants:	$0.00	$0.00	$0.00

The Sub-Recipient agrees to operate the program described in this Grant Agreement in full accordance with all provisions contained herein. The following sections are attached to and incorporated into this Agreement: the Final Approved Agreement, including the Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances; and all required supporting documentation. All policies, terms, conditions, and provisions contained in the funding guidelines, the Grant Agreement, and the Agreement of Understanding—each of which has been provided to the Sub-Recipient—are hereby incorporated by reference. The Sub-Recipient agrees to fully comply with all such requirements.

Approval from Grantee:	Approval from Sub-Recipient:
Signature Date 6/19/26 Name: James Brinson Title: MOHS Executive Director/SAA	Signature Date Name: Title: Authorized Signatory Official

State and Local Cybersecurity Grant Program (SLCGP)	
Executive Committee Grant Review and Grant Award Amounts	
Agency Name:	**Tupelo, City of**
Grant Funding Year:	**FY24 State and Local Cybersecurity**
Grant Number:	**24CS366**

Cybersecurity Contractual Services Approved:			
Description of Contractual Service:	**Contractual Service Costs**	**Quantity of Service**	**Total**
Support Contract for Managed Services	$731.00	16	$11,696.00
	Total Contractual Service Costs		**$11,696.00**

Cybersecurity Equipment Approved:				
FEMA AEL Number:	**Description of Equipment:**	**Item Cost:**	**Quantity**	**Total:**
04HW-03-NETD	Deployable Networking	$8,000.00	3	$24,000.00
05NP-00-FWAL	Firewall	$14,000.00	1	$14,000.00
04HW-03-NETD	Deployable Networking	$3,000.00	1	$3,000.00
04HW-03-NETD	Uniterruptible Power Supply	$6,000.00	1	$6,000.00
04HW-03-NETD	Fiber Loop Equipment	$3,000.00	15	$45,000.00
	Total Equipment Cost:			**$92,000.00**

Other Cybersecurity Expenses:			
Item Type	**Item Cost**	**Item Quantity**	**Total:**
Cabinet Enclosure for Equipment	$2,000.00	1	$2,000.00
	Total Other Cybersecurity Cost:		**$2,000.00**

Approval Budget: This grant application has been reviewed and approved by the MOHS Executive Review Committee for all costs and items listed above.

Approved Award Categories	Federal Award	State Match	Federal Award + Match
Total Cybersecurity Contractual Services Approved:	**$11,696.00**	**$5,012.57**	**$16,708.57**
Total Cybersecurity Equipment Approved:	**$92,000.00**	**$39,428.57**	**$131,428.57**
Total Cybersecurity Training/Workforce Development Approved:	**$0.00**	**$0.00**	**$0.00**
Total Other Cybersecurity Expenses Approved:	**$2,000.00**	**$857.14**	**$2,857.14**
Total Grant Award:	**$105,696.00**	**$45,298.29**	**$150,994.29**

EHP Needed:	**EHP is Required**
Match Requirement:	As a condition of the FY24 SLCGP Grant, a 30% match is required based on the total amount of grant funds awarded. The funding amount shown above reflects the portion of grant funds awarded to the sub-recipient for eligible grant activities. The Mississippi Office of Homeland Security (MOHS) will provide the required match on behalf of all sub-recipients. MOHS will be responsible for documenting and tracking the match in accordance with grant requirements. Subrecipients are not required to provide or track the match themselves.

All Equipment and Commodities need to be ordered, purchased and reimbursed within the grant period of performance. Extensions will not be available with current grant funds. Items provided in these grant amounts were awarded by the Executive Committee and are not allowed to be modified or revised at time of award. Modifications will be limited.

MISSISSIPPI OFFICE HOMELAND SECURITY
GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

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

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

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

The following list of terms and conditions should be reviewed and followed. Terms and Conditions listed below are applicable, as of the time of the Application. Each Sub-Recipient will abide by the latest federal terms and conditions, as published by FEMA.

Introduction:

This section provides the policy for the Department of Homeland Security (DHS) Standard Terms and Conditions. These DHS Standard Terms and Conditions are referenced in the Notice of Award which includes all terms and conditions of a specific award. The Notice of Funding Opportunity (NOFO) for each DHS program describes program requirements and may include program specific terms and conditions.

Revisions from the previous DHS Standard Terms and Conditions dated April 18, 2025, are due to changes in statutes, regulations, and executive orders. The following terms are added for Fiscal Year (FY) 2026: a. American Security Drone Act of 2023. b. Executive Order 14332, Improving Oversight of Federal Grantmaking

The following terms are updated:
a. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
b. Termination of a Federal Award.
c. National Environmental Policy Act (NEPA) of 1969.

The following terms are removed:
a. Civil Rights Civil Liberties (CRCL) Evaluation Tool.
b. Limited English Proficiency (Civil Rights Act of 1964, Title VI).

Future revisions will be captured in a summary of changes within this policy section.

These DHS Standard Terms and Conditions are effective April 16, 2026. This section will be updated, as necessary to comply with the statutes, regulations in Title 2 Code of Federal Regulations (C.F.R.), agency regulations, executive orders, and DHS policy.

Responsibilities:

All recipients, including pass-through entities and their subrecipients, are responsible for complying with the DHS Standard Terms and Conditions.

Policy:
The DHS Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2026, and flow down to subrecipients unless a term or condition specifically indicates otherwise. For Federal continuation awards made in subsequent Fiscal Years (FYs), the current1 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

These FY 2026 DHS Standard Terms and Conditions are also maintained on the DHS website at https://www.dhs.gov/publication/dhs-standard-terms-and-conditions

1. **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**
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.

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

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

1) Recipients must cooperate with any DHS compliance reviews or compliance investigations.

2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

3. **Standard Terms and Conditions**
3-1. Laws and Regulations

Laws and Regulations	Terms and Conditions	Authorities
Age Discrimination Act of 1975	Recipients must comply with the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.	Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.)
American Security Drone Act of 2023	Recipients must comply with the American Security Drone Act of 2023, of the National Defense	41 U.S.C. § 3901 note prec.

	Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.	
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.	Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213)
Civil Rights Act of 1964 – Title VI	Recipients must comply with the Civil Rights Act of 1964, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.	Pub. L. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq. 6 C.F.R. Part 21. 44 C.F.R. Part 7.
Civil Rights Act of 1968 – Title VIII	Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.	Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 24 C.F.R. Part 100 24 C.F.R. Part 100, Subpart D.
Communication and Cooperation with the Department of Homeland Security and Immigration Officials	(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including	8 U.S.C. §§ 1373 and 1644 8 U.S.C. § 1324 28 U.S.C. § 1746

	preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant. (2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and	

	(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (4) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.	
CHIPS and Science Act of 2022	(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of	Pub. L. 117-167

	harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.	

Copyright	Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.	17 U.S.C. §§ 401 or 402 2 C.F.R. § 200.315
Debarment and Suspension	Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.	2 C.F.R. Part 3000 Executive Orders 12549 and 12689
Drug Free Workplace Act of 1988	Recipients must comply with the Drug-Free Workplace Act of 1988 and 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 of the Drug-Free Workplace Act of 1988.	41 U.S.C. §§ 8101-8106 2 C.F.R. Part 3001 2 C.F.R. Part 182
Duplicative Costs	Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.	2 C.F.R. § 200.403(f)
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 (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. FEMA's implementing regulations are in 44 C.F.R. Part 19.	Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et. Seq.) 6 C.F.R. Part 17. 44 C.F.R. Part 19

Energy Policy and Conservation Act of 1975	Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.	Pub. L. 94-163 (codified as amended at 42 U.S.C. § 6201 et seq.)
Equal Treatment of Faith-Based Organizations	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. 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.	6 C.F.R. Part 19
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 prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.	31 U.S.C. §§ 3729-3733 31 U.S.C. §§ 3801-3812
Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act	Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification.	31 U.S.C. § 3729(b)(4) 8 U.S.C. § 1101(a)(3) 2 C.F.R. § 200.346 Executive Order 14190

	(a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.	
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.	OMB Circular A-129
Fly America Act	Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) 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.	49 U.S.C. § 40118 Amendment to Comptroller General Decision B-138942
Hotel and Motel Fire Safety Act of 1990	Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990.	15 U.S.C. § 2225a

John S. McCain National Defense Authorization Act of Fiscal Year 2019	Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.	Pub. L. 115-232 (2018) 2 C.F.R. §§ 200.216, 200.327, 200.471 Appendix II to 2 C.F.R. Part 200
Lobbying Prohibitions	None of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).	31 U.S.C. § 1352 6 C.F.R. Part 9 Appendix A to 6 C.F.R. Part 9 Appendix B to 6 C.F.R. Part 9
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.)
National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022	(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."	Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951)

Patents and Intellectual Property Rights	Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.	35 U.S.C. § 200 et seq. 37 C.F.R. § 401.14
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 at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.	Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) 40 C.F.R. Part 247 2 C.F.R. § 200.323
Rehabilitation Act of 1973	Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.	Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794)
Reporting Recipient Integrity and Performance Matters	If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.	2 C.F.R. Part 200, Appendix XII
Reporting Subawards and Executive Compensation	For federal awards that total or exceed $30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.	2 C.F.R. Part 170, Appendix A

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:	2 CFR Part 184

	i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.	
Subrecipient Monitoring and Management	Pass-through entities must comply with the requirements for subrecipient monitoring and management.	2 C.F.R. §§ 200.331-333
System for Award Management and Unique Entity Identifier Requirements	Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.	2 C.F.R. Part 25, Appendix A
Termination of a Federal Award	(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award;	Pub. L. 117-167 Pub. L. 117-58, Division F

	(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.	Executive Order 14332
Trafficking Victims Protection Act of 2000	Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.	Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104) 2 C.F.R. § 175.105

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)	Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175– 175c	Pub. L. 107-56 18 U.S.C. §§ 175-175c
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.	10 U.S.C § 4701 41 U.S.C. § 4712

3-2. Executive Orders

Executive Order	Terms and Conditions
All Executive Orders Related to Grants	Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Executive Order 14332, Improving Oversight of Federal Grantmaking	Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving	Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism	Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

3-3. DHS Policy

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

Activities Conducted Abroad	Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Collection and Use of Personally Identifiable Information	(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. 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.
Non-Supplanting Requirements	Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Notice of Funding Opportunity (NOFO) Requirements	All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
SAFECOM	Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Use of DHS Seal, Logo, and Flags	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

FEMA Standard Terms and Conditions

FEMA STANDARD TERMS AND CONDITIONS

https://www.fema.gov/fact-sheet/fiscal-year-2025-fema-standard-terms-and-conditions

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

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could impact the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant program officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project. Otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review.

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

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

2. Applicability of DHS Standard Terms and Conditions to Tribes

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

3. Acceptance of Post Award Changes

Should FEMA determine that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been

made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

4. Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a state or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with state laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

5. Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is using its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA.

For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate
2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

7. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification
In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Mississippi Office of Homeland Security
Terms and Conditions:

Compliance and Regulations:

- The Sub-Recipient must comply with **2 CFR 200** and all applicable federal, state, and local laws, regulations, and requirements.

- The Sub-Recipient shall comply with the **Hatch Act**, which restricts political activities of public employees, as well as **44 CFR Part 18**, *New Restrictions on Lobbying*.

- The Sub-Recipient shall comply, when applicable, with the labor standards provisions of the **Davis-Bacon Act**.

- The Sub-Recipient is required to update and align its existing incident management and emergency operations plans with the coordinating structures, processes, and protocols outlined in the **National Response Plan**.

- The Sub-Recipient must ensure meaningful citizen engagement by expanding plans and task force memberships to incorporate public participation; conducting awareness and outreach activities; involving citizens in training and exercises; and developing or enhancing programs that integrate citizen and volunteer support into emergency response disciplines.

- The **Signatory Authorized Official** (SAO) is responsible for committing to the terms of this Agreement, allocating local funds for equipment purchases or for supporting jurisdictional exercises, training, and planning activities, and executing this Agreement on behalf of the Sub-Recipient's jurisdiction. By signing, the designated representative certifies that they possess the legal authority to receive assistance.

- The Signatory Authorized Official shall appoint one or more individuals to serve as the **Sub-Recipient Grant Administrator (SGA)**. The SGA is responsible for developing and attaching the scope of work, securing project approvals from appropriate officials, submitting applications to the Recipient, managing equipment distribution and training, preparing required reports, and submitting all supporting documentation and reimbursement requests to the Recipient on behalf of the Sub-Recipient.

Grant Funding:

- Grant funds expended prior to the date of the award letter are not eligible for reimbursement. No costs or obligations may be incurred under this Agreement until the Recipient notifies the Sub-Recipient in writing that the Award has been executed and funds are available.

- Sub-Recipients shall use awarded funds solely for the purposes approved by the Mississippi Office of Homeland Security (MOHS). Any changes or revisions to the scope of work or budget must receive prior written approval from MOHS.

- The Sub-Recipient shall comply with all cost-sharing requirements associated with the awarded grant, if applicable.

- The Sub-Recipient shall not enter contracts or purchase goods from any party or vendor that is debarred or suspended from participation in Federal assistance programs. The Sub-Recipient must comply with all applicable Federal and State procurement laws and regulations and is responsible for adhering to all local, state, and federal procurement requirements.

• The Sub-Recipient shall establish and maintain an accounting system that properly records all expenditures of awarded funds in accordance with generally accepted accounting principles and **2 CFR 200**, or as otherwise directed by the DPS Authorized Representative and MOHS.

• Sub-Recipients shall provide all required financial and program documentation necessary to meet the terms and conditions of receiving Federal and State assistance.

• The period of performance for this Grant Agreement begins on the date the Sub-Recipient accepts the Award and continues through the designated performance period, unless terminated by MOHS and/or the Department of Public Safety.

• The Sub-Recipient shall return to the State, within thirty (30) days of a request from DPS/MOHS, any funds determined to be unsupported by audit findings or Federal/State review of documentation related to the Award.

• All radios and radio communications equipment purchased with grant funds must be **APCO 25 compliant** and adhere to the **Project 25** standards for voice and low-to-moderate speed data interoperability, when applicable.

• Contractual services including internet service, radio service, cellular service, satellite phone service, and similar items, are eligible for grant funding for up to twelve (12) months during the period of performance. Some grant programs may authorize longer periods (e.g., SLCGP).

• The Sub-Recipient shall develop and enhance capabilities to prevent, respond to, and recover from terrorism events. This may include purchasing specialized equipment listed on the FEMA Authorized Equipment List (AEL) or supporting planning, training, and exercise activities related to terrorism preparedness. Equipment not listed on the FEMA AEL or purchased without prior approval will be disallowed.

• Position descriptions are required for all personnel whose salaries are paid with grant funds. Organizational charts identifying grant-funded positions must also be provided.

• The Recipient shall not be liable under this Agreement for any amount exceeding the funds allocated to the State by FEMA and the Office for Domestic Preparedness for the grant performance period.

• Reimbursement is contingent upon expenditures being made in accordance with all applicable local, state, and federal regulations, policies, and guidelines, and upon submission of reimbursement requests consistent with the SAA's grant policies and procedures manual.

• Requests for advance funding to support equipment purchases or other expenditures must be submitted in writing to MOHS with justification. Requests must include documentation supporting the need, such as shortages of local funds or absence of the item in the jurisdiction's current budget.

Equipment/Supplies for Program Activities:

• Equipment purchased under this Agreement must be stored, maintained, and used in accordance with the purpose and objectives of the Grant Agreement. Adequate maintenance procedures must be established to ensure the equipment remains in good working condition.

• Property records must be maintained and must include: a description of the property; serial or identification number; source of the property; title holder; acquisition date; cost; percentage of Federal participation; location, use, and condition; and any disposition information, including disposal date and sale price.

• If equipment or assets are damaged, lost, or stolen, the Sub-Recipient must notify MOHS immediately. For equipment that has reached the end of its useful life or requires disposal or sale, instructions are available at www.homelandsecurity.ms.gov under *Grants → Grant Forms*.

• All equipment awarded under this Agreement should be ordered within ninety (90) days of project implementation. If unforeseen circumstances prevent timely ordering, the Sub-Recipient must notify MOHS with an explanation and a projected purchase date.

• The Sub-Recipient shall immediately notify MOHS if any equipment purchased under this project ceases to be used as intended under the project agreement. In such cases, the Sub-Recipient agrees to transfer or dispose of the equipment as directed by MOHS.

• The Sub-Recipient shall not convey, sell, salvage, transfer, or otherwise dispose of any equipment purchased under this Agreement without the express written approval of MOHS.

• The Sub-Recipient shall maintain, or ensure the maintenance of, all equipment purchased under this project for its full useful life.

Reporting on Program Requirements:

• Each quarter, the Sub-Recipient Grant Administrator (SGA) shall prepare and submit a **Quarterly Request for Reimbursement** to the Mississippi Office of Homeland Security (MOHS). The submission must include all required supporting documentation to verify that expenditures were made in compliance with applicable regulations. MOHS will review the reimbursement package for completeness and process payment through the **Mississippi Accountability System for Government Information and Collaboration (MAGIC)**.

• Programmatic **and Financial Reports** are due within **15 days** following the end of each reporting quarter. These reports must be submitted in accordance with MOHS reporting requirements and must accurately reflect program progress, expenditures, and compliance with grant conditions.

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

Non-performance of Grant Activities:

• Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and forfeiture of any remaining grant funds, as determined by the Recipient.

• Failure to expend all awarded grant funds by the deadline stated in the Award Letter, or failure to comply with Recipient requests and guidelines, will result in the reallocation of unspent funds and the immediate redistribution of all equipment purchased with grant funds.

• Failure to maintain an adequate response capability, as determined by MOHS, will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

• The Recipient and Sub-Recipient agree to fulfill all administrative and financial responsibilities under this Agreement in accordance with FEMA policies and all applicable state and federal guidance. The **Biannual Strategy Implementation Report (BSIR)** shall provide updated information on obligations, expenditures, and progress toward grant activities, and shall include updates to all previously submitted information.

Audit Requirements:
All agencies receiving Federal funds administered by MOHS for grant activities must comply with the audit requirements outlined in **2 CFR §200.501**, including the following:

(a) Audit Requirement. Any non-Federal entity that expends **$750,000 or more** in Federal awards during its fiscal year must undergo a single audit or program-specific audit for that year, in accordance with this part.

(b) Single Audit. A non-Federal entity that expends **$750,000 or more** in Federal awards during its fiscal year must have a **single audit** conducted in accordance with §200.514, unless it elects to have a program-specific audit under paragraph (c).

(c) Program-Specific Audit Election. An auditee that expends Federal awards under **only one Federal program** (excluding R&D) and is not otherwise required to undergo a financial statement audit may elect to have a **program-specific audit** conducted under §200.507. A program-specific audit **may not** be elected for R&D unless all Federal awards are from the same Federal agency (or the same agency and pass-through entity) and that agency or pass-through entity approves the election in advance.

(d) Exemption for Entities Expending Less Than $750,000. A non-Federal entity that expends **less than $750,000** in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in §200.503. However, all records must remain available for review by the Federal agency, pass-through entity, or the Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDCs). Management of an auditee that owns or operates an FFRDC may elect to treat the FFRDC as a separate entity for audit purposes.

(f) Sub-Recipients and Contractors. An auditee may simultaneously be a recipient, sub-recipient, and contractor.

- Federal awards expended as a **recipient or sub-recipient** are subject to audit under this part.
- Payments received as a **contractor** for goods or services are **not** considered Federal awards. Determinations regarding whether an entity is a sub-recipient or contractor must follow §200.330.

(g) Compliance Responsibility for Contractors. In most cases, the auditee's responsibility for contractor compliance is limited to ensuring that procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and award terms. Federal award compliance requirements generally do **not** pass through to contractors. However, if a procurement transaction is structured such that the contractor is responsible for program compliance—or if the contractor's records must be reviewed to determine compliance—the audit must include verification that these transactions comply with Federal requirements, particularly when they relate to a major program.

(h) For-Profit Sub-Recipients. Because this part does not apply to for-profit sub-recipients, the pass-through entity must establish appropriate compliance requirements for them. The agreement with a for-profit sub-recipient must clearly describe applicable compliance obligations. Compliance may be ensured through methods such as pre-award audits, monitoring during the agreement period, and post-award audits, consistent with §200.331.

Monitoring/Inspection:
- The Sub-Recipient shall provide the State and any Federal agencies designated by the DPS Authorized Representative full access to, and the right to examine, all records and documents related to the use of award funds.

• A physical inventory of all property and equipment purchased with grant funds must be conducted at least once every two years for the useful life of the property. Inventory results must be reconciled with MOHS property control records. All grant-funded property must be tagged and tracked through an inventory management system.

• The Sub-Recipient must establish a control system that ensures adequate safeguards to prevent loss, damage, or theft of property. Any such incidents must be investigated.

Monitoring:

• In accordance with Federal guidelines (2 CFR §§200.328–329), the State has established a monitoring plan for evaluating all projects. Each Sub-Recipient may be required to participate in at least one on-site monitoring visit during the grant year. During these visits, all relevant documentation will be reviewed to assess project progress, identify issues, and verify reimbursement activity. The State evaluates each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and award conditions to determine the appropriate level of monitoring.

• Management will review audit findings, questioned costs, and corrective action plans. A written management decision will be issued to the Sub-Recipient indicating whether each audit finding is sustained, the reasons for the determination, required actions (including repayment of disallowed costs or other corrective measures), the auditor's reference numbers, and any available appeal process, as required by 2 CFR §200.521. If corrective actions remain incomplete, a follow-up timetable will be provided.

• MOHS will contact Sub-Recipients for additional information as needed and will determine the appropriate course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as concerns regarding financial capacity), and deficiencies in the Schedule of Expenditures of Federal Awards. Procedures may be adjusted based on the nature or combination of issues to ensure efficient and effective resolution. MOHS will update the status of each audit review until all follow-up actions are completed and the file is formally closed.

Intelligence Sharing:

• Sub-Recipients shall provide available intelligence to the Mississippi Office of Homeland Security (MOHS) and the Mississippi Analysis and Information Center (MSAIC). Intelligence should be shared among local, state, tribal, territorial, and federal agencies with a focus on homeland security matters.

• Any agency or organization that accepts Homeland Security Grant Program (HSGP) funding from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting as directed by the Mississippi Information Liaison Officer (MILO) Program Coordinator, as well as situational reporting for events involving a terrorism, critical infrastructure, or gang-related nexus.

• Agencies using HSGP funds to purchase License Plate Readers (LPRs) must ensure that data collected by the equipment is accessible upon request by MOHS agents or MSAIC analysts and is shareable with other members of the agency's regional fusion center, if applicable.

Other Provisions:

• This Agreement is not intended to conflict with any current laws or regulations of the State of Mississippi or the Sub-Recipient's jurisdiction. If any term of this Agreement is found to be inconsistent with such authority, that term shall be deemed invalid; however, all remaining terms and conditions shall remain in full force and effect.

• The Sub-Recipient must ensure that grant funds support all emergency service-related agencies and departments, including law enforcement, fire, and rescue. Senior officials from these agencies must sign this Agreement and

familiarize themselves with the rules and regulations governing each grant program. Agencies are encouraged to collaborate in identifying and prioritizing needs before submitting their plan.

- All final reimbursement requests, performance reports, and closeout documents must be submitted to MOHS within forty-five (45) days of project completion.

- Sub-Recipients that are delinquent in submitting reimbursement requests, quarterly or progress reports, final accomplishment reports, or that submit incomplete reports lacking sufficient detail may experience delays in reimbursement processing. Reimbursement requests will be processed once complete and accurate reports are received.

- All Sub-Recipients (and/or jurisdictions) must maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate mutual aid capabilities to remain eligible for Department of Homeland Security (DHS) funding and reimbursement of DHS grant funds, when applicable.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for **Tupelo, City of** (Sub-Recipient), I certify by my signature below that I have fully read and understand our duties and responsibilities under this Agreement. I acknowledge that this Grant Agreement does not become effective until it has been signed, dated, and fully executed by both parties—the Mississippi Office of Homeland Security (MOHS) and the Authorized Signatory Official.

By signing below, I affirm that the agency I represent agrees to comply with all Federal, State, and Mississippi Office of Homeland Security certifications, assurances, and associated 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: _____ **Date:** 6/19/26

Executive Director/SAA
Mississippi Office of Homeland Security

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 19 May 2026

SUBJECT: IN THE MATTER OF APPROVAL OF A CONTRACT BETWEEN THE CITY OF TUPELO AND HDR FOR RFQ NUMBER 2026-019PW – FY22 RAISE PRELIMINARY ENGINEERING AND TO AUTHORIZE THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF TUPELO **AC**

Request: To authorize the mayor to sign contract with HDR.

The work covered by this request includes preparation of engineering reports, environmental surveys, preparation of environmental impact statements, assistance with grant application and regulatory compliance, and surveying, plans, specifications of the project. This project shall be completed no later than July 31, 2026. The deadline for completion may be extended at the option of the City if conditions and circumstances allow.

The specific projects to be performed in relation to this Request for Qualifications:

- Highway Overpass Bridge at Eason Boulevard
- Relocation of Switching Operations
- Crossing Improvements for Quiet Zones

SHORT FORM AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES AGREEMENT NUMBER 1

THIS AGREEMENT is made as of this 27th day of July, 2026, between City of Tupelo, Mississippi ("OWNER") a governmental entity, with offices at 71 E Troy Steet, Tupelo, MS 38804, and HDR ENGINEERING, INC., ("ENGINEER" or "CONSULTANT") for services in connection with the project known as Tupelo Rail Improvements Program for a new Highway Overpass Bridge at Eason Boulevard, Relocation of BNSF rail switching operations and crossing modifications for Quiet Zones ("Project");

WHEREAS, OWNER was awarded funds pursuant to the 2022 RAISE Grant program (RAISE grant") administered by the Federal Railroad Administration to fund the planning and engineering necessary to develop plans for construction of a highway overpass bridge over the Kansas City Southern (KCS) line at Eason Boulevard; relocate the Burlington Northern Santa Fe (BNSF)/KCS switching operations away from the intersection at Main Street and Gloster Street; develop two separate Quiet Zones along the BNSF Line; and install supplemental safety measures within Tupelo, Mississippi; and

WHEREAS, the OWNER sought requests for Qualifications ("RFQ") from qualified engineering firms to provide preliminary engineering to be funded through the RAISE grant; and

WHEREAS, upon the receipt of numerous competitive proposals, ENGINEER was selected by the OWNER as providing the proposal most advantageous to the OWNER; and

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services ("Services") in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

APPENDIX F

Exhibit C includes Appendix A Terms and Conditions related to the FY 2022 RAISE Grant, which is attached hereto and incorporated herein by reference. Exhibit D includes the Mandatory Addendum to City of Tupelo Contracts, which is attached hereto and incorporated herein by reference. In the event of a conflict amongst the Exhibits, Exhibit B shall control to the extent that the provisions thereof are allowed by the laws of the State of Mississippi and United States of America.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached "HDR Engineering, Inc. Terms and Conditions for Professional Services."

SECTION IV. COMPENSATION

A. Cost and Fees

The OWNER shall pay the CONSULTANT a fixed fee of One Million Four Hundred and Fifty-Two Thousand Two Hundred and Ninety-Two Dollars ($1,452,292) for the satisfactory completion of the Scope of Services set forth under "Exhibit A", hereto, which shall be the total compensation for the CONSULTANT'S performance under this agreement.

The CONSULTANT shall submit monthly invoices based solely on the percentage of the Scope of Services actually completed during the applicable billing period. The amount of each monthly invoice shall be determined by multiplying the fixed fee of **$1,452,292** by the percentage of the total Scope of Services actually completed as of the date of the invoice, less all amounts previously invoiced and paid.

For example, if the CONSULTANT completes three percent (3%) of the total Scope of Services during the first monthly billing period, the CONSULTANT shall be entitled to invoice three percent (3%) of the fixed fee, or $43,568.76. If the CONSULTANT has completed a cumulative total of ten percent (10%) of the Scope of Services by the end of a subsequent billing period, the CONSULTANT may invoice only the additional seven percent (7%) of the fixed fee not previously billed.

Despite any provision to the contrary included herein or in any exhibit hereto, under no circumstances shall the amount payable by the OWNER to CONSULTANT under this contract exceed One Million Four Hundred and Fifty-two Thousand Two Hundred and Ninety-two Dollars (**$1,452,292)** (Total of all Charges) without the prior written consent of both parties.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the OWNER in a manner and with the specificity satisfactory to OWNER. All billing must be submitted in accordance with the OWNER's Standard Operating Procedures. Each monthly billing shall be based on the percentage of the Project completed as of the end of each monthly billing period as stated above. The OWNER retains the right to verify time and expense records by audit of

APPENDIX F

any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that Federal Railroad Administration and/or the Department of Transportation or any other federal or state agency may audit records associated with this contract at any time during the life of this CONTRACT and thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

Along with each monthly invoice, the CONSULTANT shall provide the OWNER monthly progress reports which shall include at a minimum a detailed narrative of work performed during the billing period for which the CONSULTANT has submitted an invoice and requests payment. The progress report shall include a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Services of the CONTRACT.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the OWNER, and copies thereof shall be furnished upon request, at the OWNER'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The OWNER shall retain 5% of each monthly billing submitted by CONSULTANT until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the OWNER or its designee.

F. Final Payment

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The OWNER will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the OWNER for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the OWNER from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the OWNER, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the OWNER, or the CONSULTANT'S failure to perform according to the prevailing industry standards,

including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the OWNER's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services

described in Exhibit A within a reasonable period of time.

within the time period(s) described in Exhibit A.

as follows:

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion, and upon prior written approval by OWNER, all rates, measures and amounts of ENGINEER'S compensation may be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TUPELO, MS
"OWNER"

BY: Todd Jordan

NAME: Todd Jordan

TITLE: Mayor

ADDRESS: _____

_____

HDR ENGINEERING, INC.

APPENDIX F

"ENGINEER"

BY: 

NAME: Brett L. Geesey

TITLE: Vice President

ADDRESS: 5750 Johnston St, Suite 105
Lafayette, LA 70503

APPENDIX F

EXHIBIT A

SCOPE OF SERVICES

Tupelo Rail Improvements Program (TRIP)
FY22 RAISE

Attachment A – Scope of Work for Grant Management & Administration, NEPA and Permitting Services, Public Involvement, and Preliminary Engineering Design

This scope of work has been prepared for the City of Tupelo, herein referred to as the "CITY".

HDR Engineering, Inc., herein referred to as "HDR", proposes to assist the CITY in the preparation of Grant Management and Administration, National Environmental Policy Act (NEPA) Documentation, Public Involvement, and Preliminary Engineering (PE) services for:

Highway Overpass Bridge at Eason Boulevard

PE and NEPA for Federal Railroad Administration (FRA) review and approval to support the construction of a highway overpass bridge at Eason Boulevard over the Canadian Pacific Kansas City Railway (CPKC) crossing. PE will consist of the preparation of all design development and project delivery documentation necessary to proceed with final design.

Relocation of Switching Operations

PE and NEPA for FRA review and approval to support the Relocation of Switching Operations at Main and Gloster Street through the construction of three rail storage tracks, turnouts, and switches connected to the railroad mainline. PE will consist of the preparation of all design development and project delivery documentation necessary to proceed with final design.

Crossing Modifications for Quiet Zones

PE and NEPA for BNSF Railway (BNSF) and FRA review and approval to support the necessary crossing modifications at six (6) at-grade rail crossings. PE will consist of the preparation of design concept development, recommendations, and project delivery documentation necessary to proceed with final design.

Task 1 Project Management & Coordination

Task 1.1 Project Management

Task 1.1.1 Project Management Plan

Following issuance of the Notice to Proceed and in accordance with HDR's policies and procedures, HDR will prepare a Project Management Plan (PMP) that will function as an operating guide for the Project Team. The PMP will outline the various plans, protocols and procedures for fulfilling the terms and conditions of the contract. The PMP will describe environmental and design standards and guidelines, schedule, budget, monthly invoicing procedures, staffing, reporting procedures, quality control procedures and communication protocols.

Task 1.1.2 Quality Management Plan

In accordance with HDR's Quality Assurance/Quality Control (QA/QC) requirements, a Quality Management Plan (QMP) will be developed either separately or in conjunction with the PMP and implemented for project deliverables that are defined within this scope of work. The QMP will identify project reviews, QC reviews, and checking processes that are to take place during the life of the project. The QMP will be developed to provide technical quality from the inception of preliminary assessments, report development, to finished products, such as design plans and specifications. The QMP will serve as a checklist that the appropriate project coordination and reviews are completed for technical disciplines.

Quality control reviews will be scheduled for each deliverable (draft and final) to provide ample time for QC review comments and changes to be addressed prior to the scheduled submittal date of the specific deliverable(s) to the CITY. Technical reviews will be documented and filed and will be made available for review. The QMP will define contract deliverables, including the number and type of QA/QC activities, level of detail required during the QC review, and other pertinent information including resolution of QC review comments. Internal project reviews will be conducted periodically and at specific milestones as part of the QMP program.

Task 1.1.3 Document Management System

HDR will establish and maintain a web-based collaboration tool for project information sharing and document collaboration. The site will serve as a central location where team members can share issues, contacts, announcements, web links and calendars. Team members can easily create workspaces for meeting discussions, documents, task lists, field investigations and surveys, and other information. HDR will create document libraries or folders for primary project tasks, such as environmental, conceptual design, final design and construction phase services. HDR will provide assistance as needed to users in uploading and downloading single and multiple documents, browsing and editing files, and other document collaboration features.

Task 1.1.4 Schedule

HDR will prepare a detailed project schedule, consisting of the durations, activities and steps necessary to complete the contract tasks. Proposed bi-monthly meetings, key milestones, and interdependencies among tasks will be identified. A tracking and performance list will be kept up to date to supplement project performance.

HDR will coordinate with the CITY to develop the project schedule, identifying specific deliverables that are required to advance the project through completion of NEPA, design, and construction. The project schedule will be updated periodically, as appropriate to reflect changes in project activities or conditions.

The Project Schedule will be submitted to the CITY for review and approval within two (2) weeks after the Notice to Proceed. The engineering design work is expected to be completed in approximately 12 months.

Task 1.1.5 General Project Management

Project management services will be required for the duration of the contract. The Project Manager (PM) will be directly responsible for general project management activities; interfacing with the CITY and FRA, and other agencies; progress meetings; budgets; schedule; and overall quality control associated with the project.

HDR's corporate-wide financial reporting system, Oracle E-Business Suite (EBS) will serve as the management tool to determine project status and to monitor the project throughout the duration of the contract. This process drives key performance indicators to help track the financial health of the project. A baseline budget will be established at the onset of the contract and physical percentage complete (PPC) will be updated. Cost reports and an earned value (EV) forecast generated through EBS will be monitored to track labor hours spent and direct salary costs accrued on a task-by-task basis. The project schedule will also be monitored through EBS. There is no direct deliverable for this work, rather an internal financial and scheduling tool that will be used to monitor the project weekly by the PM.

HDR will prepare monthly progress reporting and invoices for submittal to the CITY. Progress reporting will include updated project milestone dates and report on task and sub-task progress.

HDR will prepare progress reports accompanying HDR's monthly invoices. Progress reports will describe on-going tasks, key meetings conducted during the reporting period, as well as anticipated tasks to be conducted during the upcoming billing period.

Deliverables

- Establish and maintain a SharePoint user site throughout the contract duration
- Monthly invoices accompanied by monthly progress reports and updated schedule which will define key milestones, meetings, task and subtask progress, and task deliverables

- Draft and Final Schedule (in pdf format)

Task 1.2 Project Coordination Meetings

Task 1.2.1 Monthly FRA Project Status Calls

HDR will support the CITY in attending and conducting monthly virtual project status calls with FRA staff according to an agreed upon schedule and at key project milestones. These regularly scheduled monthly project status meetings (virtual format) will focus on key environmental and preliminary design activities, and overall FRA coordination. It is assumed that FRA will organize the meetings, send meeting invitations, and prepare agendas. HDR will develop and distribute materials prior to each meeting, if necessary, assist in facilitating the meetings, and document and distribute meeting minutes and actions items. The CITY will designate staff members to attend project calls and coordinate with HDR in the management of the Project.

Task 1.2.2 Bi-Weekly Design Team Conference Call

HDR will hold virtual design team conference calls to discuss the project. The CITY, HDR and critical subconsultants will attend meetings. Topics will include project status updates, scope, schedule and budget tracking and work that is currently underway and that will be completed in the following two weeks. This will help to confirm that the project schedule will be met, and any obvious project delays can be addressed.

Task 1.2.3 MDOT US 45 Improvements Coordination

HDR will hold virtual design team conference calls to discuss project coordination with the CITY, critical subconsultants, MDOT, and/or MDOT representatives for the US 45 project relative how the two projects could potentially impact each other, how the two projects may need to accommodate each other, or how the TRIP project may need to address any potential impacts to any unchanged portions of the US 45 facility. This is to confirm that the work done as part of this contract works congruently with US 45 as it exists, or improvements proposed during the development of this project as it relates to purpose and needs of this project or those to these potential US 45 improvements. Up to five (5) meetings are assumed in the scope.

Task 1.2.4 Railroad Coordination

Our proactive approach to railroad coordination utilizes up to two one-on-one meetings with the appropriate decision makers at the railroads to launch engagement via kick-off, strengthen confidence in the process to guide the project, and solicit key inputs that will set expectations, drive project development, and identify suitable project alternatives.

Specifically, coordination with BNSF and CPKC for the project will be critical for project Kick Off and development of the Existing Conditions Assessment, Conceptual

SR

Engineering, Capital Cost Estimates, and Preliminary Environmental Impact Analysis activities during the Alternatives Analysis to:

- Perpetuate discussions and project understanding between BNSF, CPKC, and other public and private stakeholders during project development, particularly MDOT and US45 development.
- Understand current and future freight rail operations, network, and facility needs to preserve safety, capacity, functionality, efficiency, reliability, connectivity, access, resiliency, and optimal transportation system performance in the Tupelo Area.
- Identify potential objectives, barriers, challenges, constraints, needs, and opportunities for potential project alternatives from the railway's perspective.
- Confirm approach and assumptions and collect data and other inputs.
- Document requirements for project development, potential infrastructure concepts considered for the grade separations, and project phasing that minimize potential impacts to BNSF, CPKC, public agencies, and the public, during conceptual design.
- Confirm the initial feasibility to engineer and construct various alternatives.
- Conceptually identify potential project risks, impacts, and mitigation measures early.

CITY Activities

The CITY will actively participate in meetings to address any questions or concerns and provide follow-up information as required.

Deliverables

Meeting agenda, handouts and graphics (if relevant to the meeting topic discussion), meeting minutes documenting each of the FRA monthly project status meetings, Bi-weekly Design Team meetings, stakeholder meetings and MDOT US 45 coordination meetings and required tracking and performance list and updates to the project timeline.

Task 2 GRANT ADMINISTRATION

HDR will assist the CITY with oversight and implementation of the Project in accordance with FRA standards. This Task includes preparation of a Detailed Project Management Plan, Schedule, and Budget for FRA review and approval, pursuant to Task 1 of the executed Grant Agreement. HDR will provide ongoing support related to FRA Deliverables, including monitoring and updating the PMP as needed.

Task 2.1 Project Management Plan (PMP)

- HDR will work with the CITY to develop a comprehensive Project Management Plan and provide recommendations for suggested revisions.

- HDR will support the CITY with the submission of Task 1 Deliverable requirements to the FRA, including engaging in supporting correspondence and assistance addressing FRA review comments
- HDR will be available to discuss Deliverable development with the CITY and the FRA, as needed.
- As the Detailed Project Work Plan is intended to be a living document, HDR will monitor project progress and update the Detailed Project Work Plan, when necessary, recommending submitting revisions to FRA, as appropriate.
- HDR will develop a written report that states the general design assumptions for this project for submittal to the FRA on behalf of the CITY, as part of the grant administration.

Task 2.1.1 Schedule

- HDR will review supporting Grant Agreement and Grant documentation, in coordination with the developing procurement and delivery timeline, and will propose a detailed, Gant-style procurement and construction schedule to accompany the PMP.
- HDR's Detailed Schedule will include all relevant project development milestones as identified in the FRA Grant Agreement.
- HDR will monitor the project schedule and update when applicable, recommending submitting revisions to the FRA as appropriate.

Task 2.1.2 Budget

- HDR will review Grant documentation and funding sources and create a detailed project Budget conforming to FRA guidance and using FRA Standard Cost Categories as appropriate.
- The detailed Budget will identify projected costs by task and sub-task to reflect the developing procurement approach as appropriate and create a budget that the CITY/HDR can use to manage reimbursement requests to the FRA.
- HDR will monitor the project budget, identifying and documenting variances, recommending the proper method to notify FRA of budget changes, and will assist with budget adjustments requests if necessary.

CITY Activities

- The CITY will provide to HDR relevant Project development documentation, including the executed Grant Agreement and project Application Materials.
- The CITY will provide to HDR necessary structure information to complete the necessary components of the PMP, Schedule, and Budget, including things such as internal procurement policies, internal risk analysis processes, and staff biographies as applicable.

Deliverables

- Draft Project Management Plan, Schedule and Budget.

- Revised Project Management Plan, Schedule and Budget for approval by FRA

Assumptions

- HDR will work from the PMP, Schedule, and Budget
- HDR will consult and integrate relevant FRA templates and guidance documentation in its review and comments, and in the crafting of Deliverables for FRA submission.
- Work on subsequent Project tasks identified in the Grant Agreement cannot begin until the CITY receives FRA approval of the PMP, Schedule, and Budget.

Task 2.2 Federal Reporting, Documentation, Compliance and Administration

Federal grant recipients must comply with all federal reporting compliance to keep awards of federal funding in good standing. HDR will assist the CITY in the completion of federal reporting requirements throughout the period of performance identified in the Grant Agreement.

HDR Activities

- HDR will provide draft Quarterly Progress Reports for review by the CITY and submission to the FRA.
- HDR will provide draft SF-425s outlining financial progress on a quarterly basis, for review by the CITY and submission to the FRA.
- HDR will provide draft performance measurement reporting, as required by the grant agreement performance measurements, for review by the CITY and submission to the FRA to conform to grant program requirements.
- HDR will provide compliance assistance with applicable miscellaneous reporting requirements under 2 CFR 180 and 2 CFR 200 Appendix XII.
- HDR will draft a comprehensive, narrative Final Performance Report (under Task 3 of the Grant Agreement) that details project development, implementation, and delivery.

CITY Activities

- As the Grantee, the CITY will review reports prepared by HDR for submission to the FRA and use specified processes to submit the reports to FRA.
- The CITY will share necessary financial, invoicing and accounting information with HDR as required to complete the Quarterly Progress Reports and quarterly financial worksheets.

Deliverables

- Federal Financial Reports

- Draft Final Performance Report
- Final Performance Report
- CRISI Performance Measurement Reports

Assumptions

- HDR will prepare grant reporting using current FRA Quarterly Reporting Templates and SF-425 forms.

Task 2.3 Federal Compliance HDR Services

Verification of compliance with appliable federal laws, rules and regulations is required at many points during the life of federally funded project. HDR will provide consulting services to assist the CITY with the identification of applicable regulatory concern, the integration of appropriate regulatory language in relevant project documentation, and the completion of documentation pursuant to applicable federal regulatory requirements.

HDR Activities

- HDR will review the Grant Agreement terms and conditions and identify appropriate terms and conditions to replicate in project procurement documentation.
- HDR will assist with crafting appropriate contractual documentation that contains the necessary "flow- down" of applicable federal regulations into contracts and subcontracts
- HDR will assist the CITY with completing necessary documentation supporting compliance with applicable federal regulations

CITY Activities

- The CITY will provide to HDR the complete Grant Agreement, including all relevant terms and conditions and standard FRA assurances.
- The CITY will provide any standard or typical procurement and/or contract language, such as the CITY terms and conditions, to HDR for review.
- The CITY will integrate appropriate federal regulatory language and guidance into project procurement materials to support this Project

Deliverables

- HDR review of project implementation documents, including RFPs and contracts.

Assumptions

- The executed FRA Grant Agreement identifies appliable program Terms and Conditions, which include Consolidated Rail Infrastructure and Safety Improvement Clauses.

- Some federal regulations, including Buy America and the Davis-Bacon Act, have supplemental documentation and project delivery requirements to demonstrate compliance.

Task 3 Environmental Documentation

As assumed in the Project Management Plan provided to the FRA by the CITY, this scope assumes the proposed project would meet the requirements for a National Environmental Policy Act (NEPA) Categorical Exclusion (CE). The CE would be prepared to meet FRA's regulations and guidance for implementing the National Environmental Policy Act (NEPA; 23 Code of Federal Regulations [CFR] § 771.111). The CE content shall be in sufficient detail to meet regulatory requirements for legal sufficiency. The CE worksheet will summarize the technical studies for addressing environmental conditions and any changes to the environment resulting from the Project. Other supporting documentation and technical reports will be incorporated by reference or attached as appendices.

The following resources, as listed in Task 3.1, have been identified as requiring technical memoranda necessary for analysis of the project. These memoranda will be appended to the CE worksheet.

Task 3.1 Technical Reports

Task 3.1.1 Aquatic Resources Delineation

HDR will conduct a desktop evaluation of existing data. This desktop evaluation will be limited to the review of readily available online data sets to identify boundaries of potential waters of the U.S. (WOTUS) within the study area to improve field efficiencies. HDR will use information such as regular color and color-infrared (if available) aerial photography, National Wetland Inventory (NWI) maps, National Hydrography Dataset (NHD) maps, National Land Cover Database (NLCD), U.S. Geological Survey (USGS) topographic maps, U.S. Department of Agriculture (USDA) Digital Elevation Models, USDA-Natural Resources Conservation Service (NRCS) soils maps (including depth to confining layer and depth to water table), LIDAR (if available) and Federal Emergency Management Agency maps.

Under this task, two qualified HDR employees will conduct a pedestrian field delineation to determine and delineate aquatic resources, including potential WOTUS. A delineation of wetland boundaries will be conducted based on existing soils, vegetation, and hydrology in accordance with the current *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region* and the *1987 Corps Wetland Delineation Manual*, and the USACE Mobile District guidance applicable at the time of the work. Potential USACE-regulated boundaries (i.e., aquatic features) will be mapped using a sub-meter GPS device. HDR will also determine the potential presence of protected species habitat within the study area while on-site.

HDR will identify and evaluate potential WOTUS based on HDR's professional opinion and interpretation of the Supreme Court ruling in Sackett as well as the pre-2015 regulatory regime consistent with Sackett, if still current at the time, or under final, revised definitions if applicable. Pending new guidance and rules/definitions from the EPA and USACE, HDR will use our professional judgment on the potential jurisdiction of wetlands and aquatic features based on the definitions in place at the time of the development of the *Aquatic Resources Delineation Report.* Revisions and updates for regulatory changes after submitting the *aquatic resources delineation report* are not included.

CITY Activities

The CITY will provide HDR site access and coordinate site access outside of the CITY right of way, including a flagman at no cost to HDR for work within existing railroad right-of-way, if needed.

Deliverables

Aquatic Resources Delineation Report (electronic)

Assumptions

- The study area includes the proposed location of the highway overpass bridge at Eason Boulevard (approximately 200 – feet on either side of the existing road centerline from Garfield Street to approximately Highway 45), the relocation of switching operations (approximately 200 feet of the proposed alignment centerline) and crossing modifications for quiet zones at six locations, including a 100-foot buffer at each crossing located on xx street, xx street…etc.
- The survey team members will take Federal Railroad Administration (FRA), Roadway Workers training and on-track safety training prior to performing the survey.
- All waterbodies identified will be under federal jurisdiction.
- Field delineation including habitat assessment will be performed in one mobilization. HDR assumes site access conditions will allow the delineation and site investigation field work to be performed in no more than 5, 10-hour days, plus time and expenses for travel, for a team of two HDR professionals. Additional scope and fee will be necessary for additional mobilizations related to unforeseen site conditions, on-track safety delays, or weather delays.
- Preparation of a Section 10/404 permit application, jurisdictional determination request or coordination with the USACE is not included in this scope and fee estimate.
- No mitigation for impacts to waterbodies will be required or developed. HDR will respond to up to one iteration of comments from the CITY on the report.

- No onsite or virtual meetings with the USACE are included in this SOS and fee.
- Flagging wetland boundaries onsite is not included in this scope of services.
- No mitigation will be required as a part of site activities.

Task 3.1.2 Threatened/Endangered Species

Based on a desktop review of the US Fish and Wildlife Service (USFWS) Information for Planning and Conservation (IPaC) tool list of species, Endangered Species Act (ESA) threatened or endangered species habitat, including the Indiana bat (endangered), Tricolored bat (proposed endangered), alligator snapping turtle (proposed threatened), monarch butterfly (proposed threatened) and Price potato bean (threatened) may occur within the Project area. No designated critical habitat is mapped within the project vicinity, but several wildlife species may occur in or near the project site. For efficiencies, HDR will conduct a site visit Under Subtask 3.1.1 to assess the presence of suitable habitat for the above listed species within the same study areas defined in Subtask 3.1.1. HDR will prepare a technical memo describing the habitat and effects on Federally protected species from the construction and operation of the project for inclusion in the NEPA documentation.

CITY Activities

The CITY will provide HDR site access and coordinate site access outside of the CITY right of way , including a flagman at no cost to HDR for work within existing railroad right-of-way, if needed.

Deliverables

- Threatened and Endangered Species Memorandum (electronic)

Assumptions

- Habitat assessment will be conducted concurrently with the aquatic resources delineation under Subtask 3.1.1.
- Endangered Species Act Section 7 consultation, if necessary, will be led by the FRA and will result in "no effect" or "not likely to adversely affect" determination for species.
- A biological assessment will not be required.
- No mitigation will be required as part of site activities; however, avoidane and minimization measures may need to be implemented for bat species assuming tree removal is required during construction activities.
- It is assumed no species-specific or absence/presence surveys will be required.

Task 3.1.3 Cultural Resources

HDR will review records from the Mississippi Department of Archives and History (MDAH), which serves as the State Historic Preservation Office (SHPO), to gather information on previously recorded cultural resources and surveys within the vicinity of the project area. This includes a preliminary check for previously recorded archaeological sites, historic landmarks, cemeteries, and built environment historic resources, and previously conducted cultural resource surveys that overlap the project area. Based on the results of the records review as well as a review of historical land surveys, maps, and aerial imagery, HDR will conduct appropriate cultural resources investigations. Archaeological survey will include areas that have not been covered by previous surveys or have not been surveyed to the current MDAH standards.

It is anticipated that activities associated with switch installation, track improvements, and at-grade crossings are exempted from Section 106 review under the Program Comment to Exempt Consideration of Effects to Rail Properties Within Rail Rights-of-Way, issued by the Advisory Council on Historic Preservation in 2018. It is anticipated that the new rail spur, highway overpass bridge, and access routes or redirection of vehicular traffic are subject to traditional Section 106 compliance. A built environment survey along the corridor may be required if the records review indicates the presence of non-rail-related historic properties (resources listed in or eligible for listing in the National Register of Historic Places) on parcels adjacent to activities covered by the Program Comment. This would apply to:

- Eason Boulevard between S Madison Street and US 45
- CPKC between mileposts 277.5 and 278.5
- BNSF between mileposts 588.5 and 589.5

Cultural resources survey is anticipated for the BNSF to CPKC switching spur. The archaeological investigation will consist of pedestrian surface inspection supplemented by subsurface shovel test excavation. The built environment survey will consist of documentation of historic-age resources (45 years old or older) potentially affected by the new rail spur, considering physical, visual, and atmospheric effects.

In addition, a built resources survey is anticipated for the highway overpass bridge at Eason Boulevard. As the new bridge will be elevated, the built environment survey will consist of documentation of historic-age resources potentially affected by the bridge, considering visual and atmospheric effects. No physical effects of the project on historic properties is anticipated at this location.

At the conclusion of the cultural resources investigations, HDR will produce a Cultural Resources Survey Report to be reviewed by the CITY and then submitted to FRA and MDAH for Section 106 review.

CITY Activities

- The CITY will provide HDR site access and coordinate site access outside of the CITY right of way.

Deliverables

- Draft Cultural Resources Survey Report
- Final Cultural Resources Survey Report

Assumptions

- The Area of Potential Effects (APE) for archaeological resources will include a 50-foot buffer of the proposed limits of impact associated with the new switching spur, as well laydown or staging areas, or areas associated with access routes or redirection of vehicular traffic.
- The APE for the built environment survey will include the proposed limits of impact, parcels with known historic properties adjacent to activities subject to the Program Comment, as well as the parcels within the viewshed of project activities subject to traditional Section 106 compliance.
- The project will not result in an adverse effect determination.
- No archaeological resources will be found.
- No more than 20 built resources will require survey.
- HDR will prepare the Section 106 consultation letter template provided by FRA, as well as provide a list of Federally Recognized Tribal Nations based on the TDAT database. FRA will be responsible for completion of the letter and transmission to MDAH
- Additional archaeological investigations such as Phase II site testing, Phase III data recovery, or monitoring are not included.
- Consulting party coordination and Section 106 activities resulting from an adverse effect finding are not included.

Task 3.1.4 Noise & Vibration

HDR will perform a screening level noise and vibration analysis in accordance with FRA procedures to identify noise and vibration sensitive land uses in the project study area. If noise and vibration sensitive land uses are identified within the screening HDR will perform a general noise and general vibration analysis to assess potential noise and vibration impacts as a result of construction and operation of the Project. Noise analyses shall be performed for both Build and No-Build Alternatives.

HDR proposes to measure existing noise levels in accordance with FRA methods, for a continuous 24-hour period at up to eight noise-sensitive locations in the study area. HDR assumes these locations will be residences where overnight sleep occurs. HDR recommends that these measurements occur at noise-sensitive locations, which requires right of entry. Therefore, HDR also proposes to coordinate with the CITY, to obtain right of entry (discussed more in section Task 5.1) for the purposes of measuring existing noise levels for 24 hours. This includes preparing and

sending a letter via certified mail, return postage, and up to three follow-up telephone calls with the landowners.

This task includes coordination for: data collection and review, team meetings / conference calls, a conference call to discuss right of entry if necessary, safety training for field work, equipment preparation and mobilization, round-trip travel for data collection, etc.

Due to the slow speeds of trains on-site, train-induced, ground-borne vibration is not likely to reach FRA impact levels off-site. HDR proposes to perform a General Vibration Assessment using methods recommended by FRA. This task includes coordination for: data collection and review, team meetings/conference calls, a conference call to discuss methodology with FRA if necessary, internal coordination/document review, and quality call review.

This project is considered Type I because of the substantial vertical change to the existing roadway. Hence, HDR will also perform a traffic noise analysis in accordance with the current version of the MDOT Highway Noise Policy (FHWA approved August 30, 2021). Noise analyses will be conducted to document the noise impacts and evaluate mitigation. Noise analyses shall be performed for all alternatives.

A. Comply with all noise policy, guidelines and standards as expressed in the MDOT Highway Noise Policy. Upon request, the CITY shall provide the HDR with existing and predicted (future) traffic data and aerial photography as needed and as available.
B. Project site reconnaissance will be conducted to identify and confirm noise-sensitive adjacent land use developments within the project area.
C. Short-term noise monitoring will be conducted to validate the existing traffic noise model (TNM).
D. Determine existing, no-build, and build noise levels for all alternatives. Computer modeling shall be accomplished with the latest FHWA approved Traffic Noise Model (TNM) software program which must be purchased at the expense of HDR from the software distributor as needed.
E. Identify impacted receivers in accordance with the absolute and relative impact criteria.
F. Consider and evaluate all required noise abatement measures for impacted receivers in accordance with the feasible and reasonable criteria.
G. Propose noise abatement measures that are both feasible and reasonable. It is assumed; no viable noise abatement measures can be implemented to mitigate traffic noise impacts within the project corridor.

H. Determine predicted (future) noise impact contours for transportation activities where there is adjacent undeveloped property where residential or commercial development is likely to occur in the near future.

CITY Activities

- The CITY will provide HDR site access and coordinate site access outside of the CITY right of way.

Deliverables

- Draft Noise and Vibration Technical Memorandum
- Final Noise and Vibration Technical Memorandum

Assumptions

- Detailed noise and vibration analyses including vibration measurement, and mitigation developed are out of scope. Upon request, the CITY shall provide the HDR with existing and predicted (future) traffic data and, when available, aerial photography as needed.
- By project location site visit, identify adjacent noise-sensitive land uses that might be impacted by highway traffic noise and may benefit from feasible and reasonable noise abatement.
- Noise abatement for modifications to Eason Boulevard will not be required or included in the preliminary design if potentially required solely for this portion of the project.

Task 3.1.5 Hazardous Materials

HDR will conduct a site assessment to identify known hazardous or regulated materials sites and facilities within the Project limits. A current report will be ordered from EDR to include historical use records. Of special concern will be identification of hazardous materials near the existing or proposed rail right-of-way. HDR will conduct a visual assessment of the Project including interviews when possible. HDR will prepare a technical memorandum to include results of the assessment and documenting any recognized hazardous environmental conditions, as specified in ASTM E 1527-13.

CITY Activities

- The CITY will provide HDR site access and coordinate site access outside of the CITY right of way.

Deliverables

- Hazardous Materials Technical Memorandum (electronic)

Assumptions

- Phase 1 ESA Activities would be conducted under a supplemental work authorization

Task 3.2 NEPA Categorical Exclusion Worksheet

It is anticipated that the project will be evaluated as one CE to fulfill the National Environmental Policy Act (NEPA) under the Council of Environmental Quality (CEQ) regulations. The CE class of action is typical for projects proposed to be located within existing transportation right-of- way and without significant environmental impacts. One CE will be prepared for all proposed improvements.

The scope of work assumes the level of environmental analyses and FRA review process is consistent with a CE. If FRA determines that an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) is required, the level of effort to prepare an EA or an EIS is beyond this proposed scope of work. Within first six (6) weeks following the NTP, the Contractor will prepare information to determine the applicability of, and recommend a CE class of action, for the project. FRA anticipates two rounds of comments on the CE Worksheet before it can be finalized. HDR will update the FRA CE Worksheet included with the grant application; with special attention to key sections of the CE Worksheet noted below.

Task 3.2.1 Important **Farmlands**

Following Federal Farmland Protection Policy Act guidelines, HDR will analyze and summarize any prime and other important farmlands within the project limits, and will coordinate with the NRCS, if necessary.

Task 3.2.2 Land Use

HDR will characterize affected land use and review existing land use plans for the area along and adjacent to the study area. Determine the potential impacts of the project on land use and whether the proposed action and No-Build Alternative would be consistent with existing land use and development plans. If necessary, HDR will coordinate with local governmental contacts for land use and development plans and determine if any joint development is proposed. HDR will determine the additional ROW required for the project based on a comparison of existing ROW boundaries, parcel boundaries, and impact and include a discussion on any potential displacements (residential/farmstead, commercial, industrial).

Task 3.2.3 Parks and Recreation

HDR will identify any properties in or abutting the Project limits, labeled as or used for Parks and Recreation, and determine whether there is a use and whether the property can be avoided. Project impacts to properties identified as parks and recreation will be summarized in this section.

Task 3.2.4 Water Resources

Findings from the Aquatic Resources Delineation Report described in Task 3.1.1 will be summarized in this section of the CE Worksheet, along with sections on surface waters, water quality, stormwater, and ground water. The current environment will be described in the CE Worksheet, and the potential for the Project to affect water resources in the Project limits.

Task 3.2.5 Threatened and Endangered Species

Findings from the Threatened and Endangered Species Report described in Task 3.1.2 will be summarized in this section of the CE Worksheet. The current environment will be described in the CE Worksheet, and the potential for the Project to affect state and federal species in the Project limits.

Task 3.2.6 Cultural Resources

Findings from the Cultural Resources Reports described in Task 3.1.3 will be summarized in this section of the CE Worksheet. The current environment will be described in the CE Worksheet, and the potential for the Project to affect cultural resources within the Project limits.

Task 3.2.7 Hazardous Materials

Findings from the Hazardous Materials Technical Report described in Task 3.1.4 above will be summarized in this section of the CE Worksheet. The current environment will be described and the potential for the Project to be affected by or affect current hazardous materials and known contamination in the Project Limits will be documented.

Task 3.2.8 Noise and Vibration

Findings from the Noise and Vibration Technical Report described in Task 3.1.4 will be summarized in this section of the CE Worksheet. The current environment will be described and the potential for the Project to affect sensitive receptors in the Project Limits.

Task 3.2.9 Air Quality

Lee County is currently in attainment for all NAAQS; therefore, conformity rules do not apply. This section will discuss Air Quality in general and the Project's potential benefit.

Task 3.2.10 Transportation

This section will summarize project impacts to transportation, traffic and parking, address capacity constraints and potential impacts to existing railroad and highway

operations. A summary of coordination with host railroads and the roadway authorities impacted by this project will also be included in this section.

Task 3.2.11 Public Safety

This section will discuss project impacts on public safety in the context of interactions between the trains, vehicles and people.

- Construction Impacts
  The potential impacts of construction activities will be evaluated in each section of the CE worksheet. This will include a discussion of impacts of construction equipment and personnel as well as impacts on the public during construction.

- Public and Agency Coordination
  Prepare the Comments and Coordination chapter of the EA. Describe the public and agency coordination efforts for this Project, and summarize the input received, including future permitting requirements

Each technical environmental resource analysis will be documented directly within the CE Worksheet or within a separate technical report memorandum, when issues need or are required to be documented. The analyses will identify existing baseline conditions for each environmental resource, document the evaluation methodology, identify and analyze potential effects, and identify strategies to minimize those effects. Potential permits and their requirements to implement the project will be identified and placed at the beginning of the CE Worksheet. Mitigation measures or enhancements committed to by the CITY will also be listed in this summary. Technical reports, if required, will form the basis for topical summaries in the Preliminary Draft CE. HDR will prepare the Preliminary Draft CE Worksheet that meets FRA guidelines.

The Preliminary Draft CE Worksheet will be submitted to the CITY, and once approved, forwarded to FRA for review. Following FRA's initial review, the environmental team will address FRA comments on the Preliminary Draft CE; a comment response table or Word document with tracked changes will be prepared to show how each comment was addressed. The revised document, a Draft CE Worksheet, will be resubmitted to the CITY and FRA to determine that each comment was addressed.

FRA comments on the Draft CE Worksheet will be addressed by HDR and will also include a comment response table or Word document with tracked changes to show how each comment was addressed.

HDR will prepare and submit a Final CE Worksheet that will be submitted to FRA. The CE Worksheet will be compiled including relevant separate technical environmental resources reports; where applicable.

Meetings

Up to 10 meetings with the FRA NEPA team will occur. Each meeting will be virtual, up to 1 hour in length for up to three HDR staff.

CITY Activities

The CITY will provide HDR with existing environmental reports for the project areas, if available.

Deliverables

Preliminary Draft CE Worksheet
Draft CE Worksheet
Final CE Worksheet

Assumptions

- One round of reviews will occur on the Preliminary and Draft CE Worksheets.
- Air conformity analysis will not be required.
- Noise and vibration baseline data will not be required for the analysis. No impacts to sensitive receptors will occur.
- No communities and environmental justice analysis will be required.
- No navigable waters or coastal zones occur within the project limits.
- Meetings will be held in conjunction with regularly scheduled FRA monthly meeting. It is assumed up to five (5) separate meetings will be required.

This scope does not include effort for preparing Section 4(f) documentation. If an unavoidable use of a Section 4(f) property is determined to be likely to occur, the effort to prepare the needed documentation could be added as a supplement to the contract. No Section 6(f) properties are anticipated to be present within the Project limits. If a Section 6(f) property is identified, the effort to prepare the needed documentation could be added as a supplement to the contract.

Task 4 PUBLIC INVOLVEMENT

Our Stakeholder and Public Involvement approach to meeting the project goals includes high-impact engagement that creatively captures, interprets, and documents meaningful input to streamline project advancement, manage risks, and be compatible with NEPA requirements. Although a Categorical Exclusion (CE) does not require high levels of public engagement, engaging the communities our projects impact is critical for project success. Our process will develop and implement a stakeholder and public involvement plan with a strong focus on meaningful public engagement, input, and education while coordinating with key stakeholders and partners.

HDR will provide the following public involvement services to support the project's success, assuming a CE level of review.

Task 4.1 Stakeholder and Public Involvement Plan

HDR will work closely with the CITY to develop a Stakeholder and Public Involvement Plan based on the Project Management Plan approved by the FRA.

The Stakeholder and Public Involvement Plan will offer detail on the engagement work to be performed throughout the NEPA process, including a list of key stakeholders, specific tactics, and logistics to communicate and engage with those audiences; list of communications collateral materials to be prepared; and a proposed schedule of activities in alignment with the project's schedule and milestones. The plan will be data-driven, informed by a community analytics review, and include specific tools, tactics, and strategies for equitable outreach to low-income, communities of colors, and historically disenfranchised areas within the study area. In addition, the plan will consider necessary tribal outreach/co-creation, outlining strategies, tools and techniques to perform meaningful outreach.

Task 4.1.1 Public and Stakeholder Outreach Implementation

HDR will develop a nuanced approach to engagement that cost-effectively connects with the community to obtain feedback on problems and considerations related to the project, especially at the six at-grade rail crossings and associated quiet zones, and incorporates broader safety, mobility, and quality of life conversations as appropriate. HDR will also support property-owner engagement along the proposed overpass corridor for early education and risk management. Meaningful and authentic outreach is relational rather than transactional and will be essential to gathering input and participation that informs the project team and decision-makers.

Task 4.2 General Program Education

HDR will implement public outreach and education materials in accordance with the approved Stakeholder and Public Engagement Plan. This will include up to five (5) deliverables for print or online distribution, which could include a flyer or project one-pager, a direct mailer or door hanger, letter, a text-based email, a press release, social media posts, or talking points.

HDR will also provide webpage content and graphics for the CITY to develop a project webpage on their existing website. This webpage will serve as an online information hub for the project and allow community members to review project information and participate in a quiet zone survey (see task 4.2.2).

HDR will also provide up to 25 hours of coordination to share project information and support implementation of deliverables provided in this task as necessary.

Task 4.2.1 Online Survey

HDR will craft an online survey to understand the public's current sentiment on the project, quiet zones, and the potential short-term and long-term solutions/ modifications within quiet zones. The survey will include up to 15 questions and take no longer than five minutes to complete. The survey will be developed and hosted on Jotform by HDR.

Task 4.2.2 Key Stakeholder Outreach

HDR will support outreach efforts to local, state, and federal stakeholders, such as the FRA, MDOT, nearby and impacted businesses, utilities, hospitals and emergency services, flood districts, resource agencies, and tribal entities.

For the Quiet Zone portion of this scope, HDR will host up to two community meetings in collaboration with the CITY along the residential portion of the corridor to share survey results, gather additional feedback, hear concerns, and share scenarios for Quiet Zone development. HDR will develop a presentation (up to 10 slides), associated talking points, and up to two (2) display boards. Meeting content would be the same for both. HDR will also assist the technical team in updating the community meeting materials for coordination with rail stakeholders, such as FRA, MDOT, the County and the railway, as needed.

For the Overpass and Switch portions of this scope, HDR will conduct up to 5 stakeholder briefings with key stakeholders, such as FRA, MDOT, County, nearby and impacted businesses, utilities, hospitals and emergency services, flood districts, and resource agencies. HDR will develop a presentation (up to 10 slides), associated talking points, and a one-pager to support these efforts.

CITY Activities

- The CITY will provide and/or coordinate meeting spaces.
- The CITY will disseminate meeting outreach and advertisements according to the agreed upon Stakeholder and Public Involvement Plan.
- The CITY will provide knowledgeable, informed personnel to help staff the meetings.
- The CITY will provide brand standards and applicable design assets, including iconography and photography.

Deliverables

- Draft and final Stakeholder and Public Involvement Plan
- Draft and final outreach and education materials (up to 5)
- Draft and final project webpage content with up to three graphics and up to one content update
- Planning for and facilitation of up to two (2) quiet zone community meetings, including:
    - Draft and final invite (1)
    - Draft and final agenda (1)
    - Draft and final talking points (1)
    - Draft and final presentation up to 10 slides (1)
    - Draft and final display boards (up to 2)
    - Draft and final meeting summaries (2)
- Up to 5 stakeholder briefings, including:
    - Draft and final invite (1)
    - Draft and final agenda (1)
    - Draft and final talking points (1)
    - Draft and final presentation (1)
    - Draft and final one-pager (1)
    - Draft and final meeting summaries (up to 10)

Assumptions

- This scope does not include costs for outreach implementation, such as printing, postage, or craft services.
- Outreach and education materials do not include video production, illustrations, or 3D renderings.
- The CITY is responsible for designing, developing, and hosting the project webpage.
- This scope assumes quiet zone community meetings will be up to 1.5 hours each.
- This scope assumes overpass stakeholder briefings will be up to one hour each.
- Assumes the two community meetings will happen within a two-day period to limit travel. Travel included one HDR staff member.
- Assumes the stakeholder briefings will occur close together or in the same timeframe as quiet zone community meetings to limit travel time. Travel included one HDR staff member.

- Mileage and accommodation are reimbursable.
- Deliverables will be provided to the client electronically.
- Venue coordination and logistics management are not included in this scope.
- HDR assumes that each of the review periods will not exceed two weeks.
- HDR's enterprise Jotform account will be used to create, host, and distribute online surveys/forms. Data collected through each survey/form will be hosted by Jotform on HDR's dedicated enterprise server. Data collected through surveys/forms remains the property of the client. HDR does not claim ownership of the data and acts solely as a facilitator using Jotform's enterprise services. Surveys and associated data are subject to the Terms of Service agreed upon between Jotform and HDR as part of an Enterprise license. HDR is not responsible for data breaches, unauthorized access, or data loss arising from Jotform's hosting, infrastructure, or operations. HDR employs best practices for form and survey development but does not provide legal or compliance advice regarding GDPR, HIPAA, CCPA, or other applicable federal or international data privacy laws.

Task 5 PRELIMINARY ENGINEERING

The scope of work for Preliminary Engineering includes coordination with internal and external design specialties, site utility coordination, topographic survey, geotechnical exploration and reporting, existing concept design review, and development of 30% engineering design drawings for approval and acceptance by the FRA.

Task 5.1 Right of Entry Preparations

Right of Entry will be required to obtain topographic survey, geotechnical investigations and environmental surveys from private landowners and railroad property. HDR will assist the CITY in obtaining the agreements and permits from the railroads.

The following activities are expected to need entry approval and/or permits:

- WoW review
- Traffic Noise and Vibration monitoring
- CRS review
- Topographical Survey
- Geotechnical Borings
- Hazardous Materials
- Hydraulic Analysis

CITY Activities

- Provide access to CITY owned property as required.

- Obtain right of entry from private landowners onto private property
- Obtain right of entry permits from both CPKC and UP railroads.
- Pay for any fees or flagging costs associated with the railroad right of entry.

Assumptions

- Right of entry permits for the railroads will be under the CITY
- The CITY will incur any costs associated with obtaining railroad right of entry permits and any associated flagging costs.

Task 5.2 Topographic Survey

Task 5.2.1 Coordination

- HDR will coordinate with Cook Coggin Engineers, Inc. and the CITY and representatives of Railroads to provide flagging and property access for field work.
- HDR Engineering representatives will be on-site during the first day of surveying at each location.
- HDR will make BUD calls to have utilities in survey corridor marked
- No individual trees will be surveyed

Task 5.2.2 Highway Overpass at Eason Boulevard

- Survey Eason Boulevard from Green Street to US 45 for a total length of approximately 3,500-ft
- Width of survey corridor will be 300-ft from centerline of Eason Boulevard to the north and 500-ft to the south for a total width of 800-ft.
- Locate all drainage features and structures within the Eason Boulevard corridor including but not limited to cross-sectional opening area, height and width (or diameter if applicable) of opening, length of structure along flowline, and invert elevation both on the upstream and downstream structure ends along the flowline, and flowline information upstream and downstream of each structure, meeting MDOT Survey standards for this information
- Locate above-ground utility features, including poles and overhead wires, and other utility appurtenances adjacent to or within project limits and along the corridor
- Locate field marked underground utilities, features and other underground appurtenances
- Locate various railroad features including signal boxes, scales, crossing equipment, and other appurtenances.
- Survey existing roadways, gravel lots, concrete pads, walls and guard rails within the project limits.
- Obtain ground shots from the alignment, back to the existing buildings to the south and a shot at each building corner, and any doorways on the north side of the buildings to approximate a finish floor.

- Will establish up to five (5) semi-permanent control monuments to be utilized during the survey.
- Survey submittals should be submitted in accordance with MDOT standards as applicable.

Task 5.2.3 Relocation of Switching Operations

- Survey proposed railroad location between Eason Boulevard and US 45 and the CPKC and UP railroads
    - Corridor length of survey is 8,000-ft
    - Corridor width of 400-ft (200-ft from centerline of railroad
- Obtain railroad top of rail shots in 100-ft increments
    - UP length of 2,000-ft
    - CPKC length of 2,500-ft
- Locate above-ground utility features, including poles and overhead wires, and other utility appurtenances adjacent to or within project limits and along the corridor
- Locate field marked underground utilities, features and other underground appurtenances
- Locate various railroad features including signal boxes, scales, crossing equipment, and other appurtenances.
- Survey existing roadways, gravel lots, concrete pads, walls and guard rails within the project limits.
- Obtain ground shots from the alignment, back to the existing buildings to the south and a shot at each building corner, and any doorways on the north side of the buildings to approximate a finish floor.
- Locate all drainage features and structures within corridor
- Will establish up to seven (7) semi-permanent control monuments to be utilized during the survey.

Task 5.2.4 Crossing Modifications for Quiet Zones

- Survey eight (8) railroad at-grade crossing locations as indicated in Table 1 below.
    - Survey shall extend 250-ft along the roadway and on each side of the railroad (500-ft total)
    - Corridor width of 100-ft (50-ft from centerline of roadway)
- Locate above-ground utility features, including poles and overhead wires, and other utility appurtenances adjacent to or within project limits and along the corridor
- Locate field marked underground utilities, features and other underground appurtenances
- Locate various railroad features including signal boxes, scales, crossing equipment, and other appurtenances.

- Survey existing roadways, gravel lots, concrete pads, walls and guard rails within the project limits.
- Locate all drainage features and structures within corridor
- Will establish up to eight (8) semi-permanent control monuments to be utilized during the survey.

Task 5.2.5 Control Survey

- Surveyor will be using a combination of conventional survey methods and GNSS methods will be utilized to capture the entire areas.
- Existing rail shots will be with a total station, and ground shots will be with GPS receiver using RTK.
- Semi-permanent control monuments to be utilized during the survey using standard GNSS methodology.
- Control points will be No. 5 rebar with red plastic cap stamped "SAM CONTROL". Approximately 1000-ft. maximum spacing along the railroad alignment.
- Horizontal Datum and basis of bearings will be the Mississippi State Plane Coordinate System, East Zone, (NAD83) (2011) and units will be U.S. Survey Feet.
- Vertical Project Datum will be GPS derived heights relative to NAVD 88 derived using Geoid 18.

Task 5.2.6 Additional Survey Services

- In addition to the services outlined above, will provide additional services as requested by the client on a time and materials basis, based upon our Contract Rate Schedule. If requested, a scope of work and estimated fee will be provided in writing prior to proceeding with any additional service. These additional services include, but are not limited to, the following:
- Any additional services not specifically outlined above
- Survey for Staking or As-built
- Subsurface Utility Engineering (SUE) services QL-A or QL-B.
- Property research or boundary survey.
- Exhibits and/or Plats
- Obtaining, plotting or staking right-of-way mapping.
- Resetting of Control

Task 5.3 Geotechnical

HDR will provide geotechnical services to support the preliminary design of the proposed Tupelo Rail Improvements Program. These improvements include the Highway Overpass at Eason Boulevard and Relocation of Switching Operations. HDR's subconsultant, Burns, Cooley, and Dennis, will provide drilling and laboratory testing services. HDR geotechnical staff will log the borings and collect soil samples during the subsurface investigation, assign the appropriate laboratory testing on the collected soils, perform geotechnical analysis based on

the data derived from the subsurface investigation, and develop a preliminary geotechnical report including recommendations for the proposed construction.

Task 5.3.1 Field Exploration Program

HDR will conduct a site visit to stake the proposed 10 borings (4 borings at the Highway Overpass Bridge at Eason Boulevard and 6 along proposed rail alignments) and provide on-site personnel during the field operations. Under the direction of HDR, the subconsultant will conduct a subsurface drilling and laboratory testing program. The field exploration program will consist of the following:

- Mobilizing the drill crew and equipment to the project sites.
- Collecting soil samples at 2.5-ft intervals to a depth of 10 feet and at 5-ft intervals thereafter until the planned boring termination depth. The total estimated drilling footage for the preliminary phase of the project is 820 feet. An estimated 204 geotechnical soil samples will be collected in general accordance with ASTM D1586 (Standard Method for Penetration Test and Split-Barrel Sampling of Soils). The standard penetration test (SPT) blow counts (N-values) will be recorded.
- Collecting relatively undisturbed geotechnical soil samples in general accordance with ASTM D1587 (Standard Practice for Thin-Walled Tube Sampling of Soils) for cohesive soils at depths as directed by the on-site HDR geotechnical engineer. A total of 16 undisturbed samples have been assumed.
- Collect a total of 2 bulk samples of sufficient size at the various sites to perform classification, moisture-density, and CBR testing.
- Perform depth-to-water measurements in open boreholes during drilling, 15 minutes after encountering groundwater, and prior to backfilling. If practical, the top of boring is to be covered for safety and a 24-hour groundwater reading obtained. Any anomalies observed that could affect the measured level of ground water in the borehole will be noted.
- The on-site HDR engineer will develop the field boring logs, perform the needed visual classifications, and estimate the undrained shear strengths in cohesive soil samples using a pocket penetrometer.
- All boreholes will be backfilled after the 24-hour water level measurement in accordance with local, state and federal requirements.
- Upon completion of the drilling activities, the collected soil samples will be packaged and transported to the geotechnical laboratory for testing.
- Samples are to be protected from damage due to excessive shock or extreme temperatures both before and during transport to the laboratory, to the extent practical.
- Disturbed areas due to the drilling operations will be reclaimed, and the sites restored to the conditions initially encountered as much as practical.
- Laboratory Testing Program
- Specific sample testing assignments will be provided by HDR after review of the field boring logs and pocket penetrometer results.
- The laboratory testing program will be conducted in accordance with current ASTM standards and standard state of the practice guidelines.
- The test type and quantity estimate for scheduling and budgeting purposes for the work are summarized below.

Test	Standard	Total
Atterberg Limits	ASTM D4318	80
Water Content	ASTM D2216	80
Particle Size Analyses w/ Hydrometer	ASTM D422	80
Unconfined Compression	ASTM D2166	16
Moisture-Density	ASTM D698	2
CBR	ASTM D1883	2
One-Dimensional Consolidation	ASTM D2435	2

Task 5.3.2 General Notes

- It is assumed that the CITY will provide HDR with existing plans, geotechnical reports, and other available relevant information. The CITY will review HDR submittals and provide comments in a timely manner as requested.
- The CITY will provide a flagman with a 14-day notice of the need given to the CITY by HDR or its subconsultant.
- The CITY will provide any private utility locates prior to drilling mobilization and site surveys.
- The borings will be located in the field by HDR via handheld GPS and staked prior to the subsurface investigation.
- HDR assumes sufficient track time will be provided, if required, for field work to be completed with minimal interruption. Should field crews accrue more than 1 hour of stand-by time, additional fees may be required.
- It is understood that access is generally favorable for most of the proposed project alignments. Subsurface investigation fees assume the sites are accessible using a truck and/or ATV mounted drill rig and that minimal clearing of brush/trees is required. If access is difficult and clearing requires additional equipment or excess time, additional costs will be incurred.
- The subsurface investigation and design will be performed in accordance with AREMA and current geotechnical state of practice techniques.
- HDR or its subconsultants will call Mississippi 811 and complete public utility locates prior to drilling operations.
- Additional utility location actions beyond contacting the above utility locators are not included in this Scope of Services.
- HDR geotechnical services are complete upon delivery of the final report. Additional services (i.e., Final Design Services, Construction Services) may be provided under separate scope and additional fee.

Task 5.3.3 Engineering Assessment

- Upon completion of the subsurface drilling and laboratory testing programs, a preliminary geotechnical report will be prepared summarizing the encountered subsurface conditions at each site and the laboratory test

results. The report may also include the following preliminary design recommendations as deemed applicable:

- Potential geologic hazards.
    - Depth of topsoil stripping required prior to excavation and filling operations.
    - Excavation required to remove unstable subgrade conditions.
    - Compaction recommendations.
    - Recommended embankment design for the proposed new track sections.
    - MSE wall design, including foundations and internal stability.
    - Deep Foundation design, assuming either driven piles or drilled shafts.
    - Global stability checks for two embankment sections (1 cut and 1 fill).
    - Short-term and long-term embankment settlement.
    - Subballast and Ballast thickness calculations.
    - Allowable bearing capacity of the underlying soils.
    - Earth pressure coefficients for culvert extensions (if needed).
    - Seismic design considerations.
    - Pavement thickness calculations.
    - Construction recommendations.

Deliverables

Preliminary Geotechnical Design Report.

Task 5.4 Utility Coordination

HDR will perform preliminary research of existing third-party utilities within the project footprint. Research methods will include review of information provided by the CITY, permits received from the railroads, information obtained through 811 / One Call, publicly available online data, as-built drawings received from utility owners, and visual observations from on-site visits and/or Google Earth.

HDR will determine a single point of contact with each utility owner that would be their representative for coordination of necessary adjustments or protections to their facilities. HDR will coordinate with any utilities found in the vicinity of each location to provide an opportunity to anticipate early in the project any relocations that may be needed by the utility to allow the project to be completed as designed. HDR will conduct up to 1 on-site meeting as needed with utility owners. Also, internal coordination between the utility owners and the civil/site designers to identify and avoid utility conflicts if possible.

The findings from the Utility Research investigation will be provided in a spreadsheet format with the approximate station locations of the utility, type of facility, current known owner, and point of contact for each utility owner.

Assumptions

- Vertical and horizontal clearance distances from existing utilities to proposed work will be estimated based on available data received from existing permits and/or as-built drawings received from the utility owners, where available.
- Attempt to obtain existing utility license agreement information from the railroads for those utility facilities within the project footprint, as well as license agreement information for those approved by the railroad after notice-to-proceed.
- As some utilities require payment for duplication and delivery of record drawings, the fees associated with obtaining this information from utility owners are difficult to estimate during scoping; therefore, these fees are not included in the cost estimate and will be reimbursed to HDR by the City as an expense.
- Investigation of existing utilities is limited to third party utility owners and does not include facilities such as railroad owned facilities such as signal, electrical, telecom, etc.
- HDR will only focus utility research within existing the proposed project footprint and will not be investigating utilities outside the proposed project footprint.

Deliverables

- Utility Matrix spreadsheet consisting of known utility owners within the project footprint and the contact information for each company's representative. Additionally, this document will include additional data obtained regarding the type, size, and commodity of the existing utilities.
- Utility Layout will include a .kmz and .dgn file of the project footprint with the general project alignment overlay. All utilities, determined by as-built drawings from a utility company, permits or other available data, will be placed on this layout in their approximate locations.

Task 5.5 Highway Overpass Bridge at Eason Boulevard Design

Task 5.5.1 Roadway

- Evaluate alternative to maintain traffic on the existing alignment during reconstruction of Eason Boulevard as referenced in the grant application.
- Evaluate up to two alternatives to shift Eason Boulevard to the south in order to maintain traffic along the existing alignment during construction.
- Evaluate horizontal and vertical alignment options for each alternatives for shifting of the alignment
- Coordinate with designer of MDOT US 45 project relative to potential impacts at the US 45/Eason Boulevard interchange surrounding area and what the plans are for improvements to the interchange.

- Evaluate access to existing businesses that will be impacted by the reconstruction of Eason Boulevard.

Task 5.5.2 Structure

Evaluate span arrangements, span depths, curvature, and skew (if any) for the proposed structure over all railway(s) anticipated for each of the alternatives evaluated.

Task 5.5.3 MDOT Coordination

Coordinate with MDOT US 45 project designer regarding potential impacts to the US 45 interchange and what MDOT's plans are for improvements to the interchange (and US 45 crossing of BNSF railroad as applicable).

Meetings

- Up to 4 meetings are anticipated for MDOT Coordination

CITY Activities

- The CITY will have at least one representative available for MDOT coordination meetings.

Deliverables

- Draft 30% plans
- Coordination Meeting Minutes

Assumptions

- Maintenance of Traffic will be considered along Eason Boulevard and adjacent to businesses throughout the construction of the selected alternative.
- Modification to the west US 45 interchange ramps intersection on Eason Boulevard will require a U-Turn analysis for eastbound traffic on Eason Boulevard. and Frontage Road needing to go west.
- MDOT Bridge and Roadway standards will be used for the Eason Boulevard design in all alternatives unless otherwise noted for the highway and structural requirements.
- Modifications to the intersection of Eason Boulevard and Green Street will not be required.
- Railroad clearances and other design standards shall adhere to the most recent AREMA and CPKC standards.
- Up to 3 preliminary alternatives will be compared for geometrical design and maintenance of traffic before selection of one alternative to be developed for environmental impacts

Task 5.6 Relocation of Switching Operations Track & Civil Design

Preliminary Engineering for FRA review and approval to support the Relocation of BNSF Switching Operations at Main and Gloster Street through the construction of three rail storage tracks, turnouts, and switches connected to the railroad mainline. PE will consist of the preparation of all design development and project delivery documentation necessary to proceed with final design. Preliminary Engineering will consist of the preparation of all design development and project delivery documentation necessary to proceed with final design, as detailed in the Detailed Work Plan. The concept will follow the guidance provided by the detailed notes from discussions with the railroads during the original study as outlined below:

- Develop 3 yard tracks approximately 3,300' in length utilizing up to a 6-degree curve.
    - Track centers will be 25'.
    - The North end will terminate at approximately MP 589.10 at the north end and at approximately MP 589.63 at the south end.
- Connections to the maintrack will utilize No 15 turnouts.
- The crossing at MP 589.64 will be closed via new overpass.
- A new connection track to tie-in to the main track at the south end of the proposed yard tracks @ MP 589.63.
- Provide a Maintenance of Way access road from Eason Avenue to access north and south of the yard.

Task 5.6.1 Conceptual Study

- **Contact Stakeholders**: Early communication with relevant stakeholders will be critical to study success. HDR will establish contact with representatives from the FRA, BNSF, CPKC and other partner agencies to inform them of the project and request information needed to complete the evaluation. HDR will work with stakeholders to identify project purpose, constraints and goals. This information will be utilized to develop concepts to present to stakeholders for concurrence.
- The concepts developed for the relocation of switching operations will be presented to stakeholders for review and comment. Key stakeholders are the operating railroads BNSF and CPKC. Since the original concepts were developed in 2013, railroad operations likely have evolved. CPKC (formally KCS) was acquired and likely has different operating rules/requirements, so getting both railroad input and engagement based on current operations will be necessary. It is likely that some elements may be revised to match the existing conditions or requirements of these important stakeholders. It is anticipated that no more than three (3) conceptual designs will be provided to the railroads for their review and are included in this scope of work. Additional revisions, if needed, are not included and may be added as additional scope of work.

Task 5.6.2 Preliminary Engineering

Preliminary 30% Plans will consist of

- General Plan and Elevation (GPE)
- Proposed Track Profile
- Proposed Typical Sections

Once a concept is approved, PE will be developed for FRA review and approval to support the relocation of switching operations for the project. PE will consist of the preparation of all design development and project delivery documentation necessary to proceed to final design as identified in the Project Management Plan. Final Design is not included in this scope of work. PE elements included are as follows:

Task 5.6.3 Design Services

HDR will utilize publicly available data and data obtained from field investigations to complete 30% preliminary engineering to accommodate the aspects of the project.

Design services shall include:

- Conceptual Engineering of up to three (3) horizontal alignments and connections to existing rail facilities to be submitted to CPKC and BNSF for review.
- Detailed horizontal and vertical alignments based on survey of the accepted concept.
- Develop detailed grading models to develop quantities, identify drainage and project impact areas.
- Structures design
- Incorporate drainage mitigation into the project design.
- Identify utility, real estate, environmental and other potential impacts and review mitigation strategies with the project team and stakeholders.
- Identify any required property acquisition.
- Prepare 30% submittal to be submitted to CPKC and BNSF for their review and approval. The plans will be developed using BNSF CAD guidelines identified in BNSF's Public Projects Manual 2024.
- Incorporate any comments from operating railroads into 30% submittal to be submitted to FRA for their review and approval.

Deliverables

- Conceptual Exhibits of three (3) alternatives
  - Horizontal drawings to depict each alternative
- 30% Construction Plans (11x17)
  - Horizontal and Vertical drawings at 100-ft per inch
  - Cross Sections as required to accurately estimate fill and cut quantities showing existing and proposed design (100-ft intervals)
  - Quantities and Estimate of Probable Construction Cost (30% Contingency)
- FRA Review
  - HDR will respond to any FRA comments via the FRA comment log
  - HDR will revise plans to address FRA comments

Assumptions

- Mainline tracks will be designed per current AREMA, CPKC and BNSF Standards and specifications as applicable.
- Industrial spur tracks will be designed according to current AREMA, CPKC and BNSF Industry Track Standards and specifications as applicable.
- Assuming two (2) bridges and three (3) culverts for structural design
- For the proposed BNSF Bridge over Kings Creek, a wider non-standard two-span option may need to be considered to accommodate three railroad tracks.
- Both a 42" steel beam and 42" prestressed double cell box beam superstructure options will be considered during conceptual Kings Creek design. The abutments and piers are anticipated to consist of deep foundation supported footings.
- The proposed Kings Creek bridge is anticipated to be 110 feet long, measured face-to face of abutments, with an approximate 66 feet out-to-out width. The final structure will accommodate three (3) tracks.
- For the proposed structures located over each of the two tributaries to Kings Creek, HDR will begin the potential structure evaluations with a double-cell precast concrete box culvert option designed to support three (3) BNSF tracks and loading in accordance with AREMA requirements.
- For the proposed overpass structure over Eason Boulevard HDR will begin the potential structure evaluations with a two-span option consisting of multiple 30" precast double cell box beam girders carrying a single track.
- Deep foundation alternatives – including driven piles and drilled shaft – will be evaluated for the abutments and piers.
- A phased construction approach will be evaluated to minimize impacts to roadway traffic while maintaining required clearances over Eason Boulevard.
- The proposed Eason Boulevard structure is anticipated to have an approximate length of 157 ft, measured face-to-face of abutment backwalls, and an overall out-to-out structure width of approximately 78.5 ft.

Task 5.7 Preliminary Hydraulic Crossing Analysis – FEMA Floodway Analysis

HDR will perform a preliminary hydraulic analysis to assess conveyance, floodplain impacts, and regulatory compliance for the proposed crossing of Kings Creek and related tributaries. This reach is mapped within a FEMA regulatory floodway, which constrains the design to avoid increases in the Base Flood Elevation (BFE) per 44 CFR 60.3(d).

The analysis will be based on the effective FEMA hydraulic model, supplemented as needed to reflect current site conditions, updated survey, and proposed geometry. Cross sections will be revised in the vicinity of the crossing to capture the tributary alignment, overbank extents, and floodplain storage. The proposed structure will be incorporated into the model using appropriate hydraulic representations of the culvert geometry, skew, and inlet and outlet control conditions.

Hydraulic performance will be evaluated for the 1 percent annual chance event, with additional checks at lower and higher frequency events to understand conveyance behavior and potential roadway or track overtopping risk. Key output parameters will include water surface elevations, energy grade line, velocity distribution, and flow splits through the structure and overbanks.

The primary design objective is to maintain a no-rise condition within the regulatory floodway. Initial model runs will assess whether a combination of the anticipated three hydraulic structures per run, including a proposed double-cell box culvert configuration at Kings Creek, meet this criterion. If increases in water surface elevation are identified, HDR will refine the design by adjusting structure geometry, invert elevations, span arrangement, or overall conveyance area. Up to two additional alternatives of structural combinations will be evaluated, including larger multi-cell culverts or alternative crossing types, to achieve a compliant solution.

Backwater effects, contraction and expansion losses, and potential local scour conditions will be qualitatively reviewed at this stage to inform subsequent design development. The analysis will also consider debris potential and blockage sensitivity given the relatively small opening and skewed alignment.

Should a no-rise condition not be achieved without introducing disproportionate structural or constructability constraints, HDR will document the magnitude and extent of hydraulic impacts that would support the development of a CLOMR/LOMR package (not part of this scope) to revise the effective floodway and Flood Insurance Rate Maps. All assumptions, methods, and results will be documented in a technical memorandum suitable for agency review and progression to final design.

CITY Activities

- Request and / or provide the effective FEMA model for Kings Creek.

Deliverables

- Updated effective model
- No-rise Certification (if achievable) and back-up documentation for findings
- Technical Memorandum of Hydraulic Analysis (if no-rise certification is not achieved) for preliminary structural combination alternatives.

Assumptions

- The effective model will be provided.
- HEC-RAS (1D steady flow) is the platform used in the effective model and will be used for consistency.
- The mapped floodway limits and Base Flood Elevation are accepted as correct unless superseded by updated data during design.
- Peak discharges for the 1 percent annual chance event are adopted from the effective FEMA model without modification at this stage.
- No interim watershed changes (land use, storage, or upstream controls) are assumed unless documented and incorporated into the effective model.

- Existing cross sections outside the project limits are assumed to remain unchanged and hydraulically representative.
- Available survey, mapping, and GIS data are assumed sufficient to represent channel geometry and overbank extents for preliminary evaluation.
- Available survey, mapping, and GIS data are assumed sufficient to represent channel geometry and overbank extents for preliminary evaluation.
- Ineffective flow areas, blocked obstructions, and overbank roughness extents from the effective model are assumed valid unless field conditions indicate otherwise.
- Manning's n values will be adopted from the effective model and assumed appropriate for existing conditions.
- No adjustment for seasonal vegetation variation or future maintenance conditions at this stage.
- Preliminary geometry assumes two or more cells with clear spans of 10 ft or less and an overall skewed length of approximately 70 ft.
- Entrance loss coefficients, contraction and expansion coefficients, and tailwater control are based on standard guidance and are not field calibrated.
- Subcritical flow is assumed for the 1-percent annual chance event unless model results indicate otherwise.
- Tailwater is controlled by downstream channel conditions as defined in the effective model.
- No significant debris blockage, sediment aggradation, or channel instability is explicitly modeled. Sensitivity to blockage may be qualitatively considered.
- A no-rise condition is defined as no increase in computed water surface elevation within the regulatory floodway (0.00 ft increase, within model precision).
- Encroachments associated with the proposed structure are limited to those tested within the hydraulic model.
- Upstream and downstream boundary conditions match the effective model and are assumed appropriate for representing the flood profile through the study reach.
- The analysis is limited to hydraulic performance at and near the crossing. Broader system effects are assumed negligible unless indicated by modeling.
- Results are intended for screening and alternative development, not final design certification.
- It is anticipated that a no-rise will not be achieved within the scope of this analysis.
- If no-rise cannot be achieved under reasonable design constraints, it is assumed that a CLOMR/LOMR process will be pursued outside of the scope of this work to revise the floodway and FIRM.

Task 5.8 Quiet Zone Evaluation and Recommendations

The CITY has identified six (6) at-grade crossings along the BNSF's Birmingham Subdivision to be evaluated through the preparation of design concepts development, recommendations, and project delivery documentation necessary to proceed with final design to establish two separate FRA designated quiet zones. It is understood that modifications have been completed, using MDOT TAP Grant funding, at the North Park Street and South Spring Street crossings, installing Supplemental Safety Measures (SSM) that comply with the FRA quiet zone rules (49 CFR Part 222). The CITY desires to establish two (2) quiet zones with the crossings to be included identified in Table 1 below. The first quiet zone, with the limits from the crossing at Jackson Street to the crossing at North Park Street, identified as the North Quiet Zone and the second quiet zone, with the limits from the crossing at South Church Street to Elizabeth Street, identified as the South Quiet Zone. While SSMs have been installed at the North Park Street and South Spring Street crossings, they will still need to be included in the evaluation of the proposed quiet zones. The two quiet zones are separated by the crossing at Gloster Street (SH 145)/Main Street (SH 178) and this crossing is not included in either quiet zone. The six (6) crossings included in the table below that don't indicate having SSMs, will be evaluated to determine modifications that are necessary to be FRA quiet rule compliant. The minimum quiet zone requirements include all public grade crossings being equipped with gates, flashing lights, power out indicators, and constant warning time (CWT) devices. If one or more crossings do not meet these minimum requirements, they must be modified. Based on a preliminary review of the FRA grade crossing inventory, four of the crossings indicate not being equipped with CWT devices. These crossings will need to be evaluated to determine if this information is accurate. The tasks that follow further detail the process to evaluate the crossings to determine what is necessary to establish the proposed two quiet zones.

TABLE 1: Existing Grade Crossing Warning Devices

CROSSING ID	STREET	MILEPOST	CROSSING TYPE	GATES	LIGHTS	CWT	SSMs
North Quiet Zone - Proposed							
667343B	Jackson Street	586.70	Public	Yes	Yes	Yes	No
667344H	Blair Street	587.04	Public	Yes	Yes	Yes	No
667345P	Jefferson Street	587.33	Public	Yes	Yes	Yes	No
667346W	North Park Street	587.36	Public	Yes	Yes	Yes	Yes
South Quiet Zone - Proposed							
667348K	South Church Street	587.95	Public	Yes	Yes	No1	No
667349S	South Green Street	588.01	Public	Yes	Yes	No2	No
667350L	South Spring Street	588.16	Public	Yes	Yes	No2	Yes
667354N	Elizabeth Street	588.52	Public	Yes	Yes	No2	No

1. FRA Inventory indicates DC circuity, field verification required
2. FRA Inventory indicates motion sensors, field verification required

Task 5.8.1 Initiate Study

- **Online Kick-off Meeting**: HDR will hold a kickoff meeting with the CITY and other interested stakeholders to discuss the overall quiet zone process, key deliverables, and project timeline. HDR will prepare an MS PowerPoint summary including a base map of the proposed crossing locations, a summary of the relevant FRA grade crossing inventory information, and a summary of the FRA accident/incident reports for the past five years (accidents within this time frame are included in the FRA's quiet zone risk calculations).
- **Contact Stakeholders**: Early communication with relevant stakeholders will be critical to study success. HDR will establish contact with representatives from the FRA, BNSF, MDOT, and other partner agencies to inform them of the project and request information needed to complete the evaluation.

Task 5.8.2 Preliminary Investigation/Risk Index Update and Review

- **Data Collection**: HDR will collect grade crossing inventory forms and accident/incident reports for each grade crossing in the project corridor. Confirm inventory traffic counts with CITY and collect updated traffic counts from the CITY if available. Traffic counts should be within one to three years for the FRA risk calculations. Grade crossing information will be summarized to highlight which crossings will need to be upgraded to meet the minimum requirements for quiet zone implementation.
- **Map/Layout Development**: HDR will prepare base maps showing crossing locations and type. Prepare individual crossing aerials to highlight layout and characteristics of each crossing.
- **Initial Risk Calculations:** HDR will conduct preliminary risk calculations using FRA's online risk calculator. The inputs for each crossing will be updated based on the collected data. This calculation of the current risk levels will highlight the relative risk from crossing to crossing. While the CITY has indicated that SSMs are to be installed at each of the six (6) crossings, alternatives will be evaluated that may not require SSMs at each crossing potentially saving project costs and schedule.

Task 5.8.3 Preliminary Design Stage and Agency Input

In addition to the public engagement efforts listed in Task 4, HDR will conduct:

- **Diagnostic Meetings:** HDR will coordinate and facilitate a preliminary, virtual prediagnostic meeting and an on-site diagnostic meeting with representatives from FRA, MDOT, BNSF, the CITY, and other partner stakeholders. The purpose of the meeting is to conduct crossing-by-crossing reviews to determine existing conditions and identify relevant safety issues that should be addressed. While the CITY has indicated the installation of supplemental safety measures (SSMs) are the desired modifications, both SSMs and alternative safety measures (ASMs) will be identified and reviewed by the diagnostic team. HDR will prepare diagnostic meeting packets for the participants including:

- Evaluation form and aerial image of each crossing to record findings and discussion
- Overview map of the corridor
- FRA grade crossing inventory forms for each crossing
- Accident/incident reports for each crossing (within past five years).

Task 5.8.4 Concept Development and Evaluation

- **Scenario Development**: HDR will develop up to two implementation scenarios for the proposed North and South Quiet Zones based on the SSM and ASM modifications recommended during the diagnostic meeting. HDR will work with the CITY to develop a range of scenarios with specific focuses including: 1) providing the greatest reduction in risk level, 2) identifying the lowest cost option that allows for implementation, 3) identifying the scenario with the smallest impact to access to properties adjacent to the crossings, and 4) identify the shortest anticipated schedule. HDR will work to create change scenarios that result in a quiet zone risk level below the Risk Index With Horns (RIWH) threshold as calculated by the FRA quiet zone calculator. Meeting this threshold will allow for easier implementation and substantially reduce the potential that the quiet zone would be revoked in the future. Improvement scenarios that result in a quiet zone risk level below the Nationwide Significant Risk Threshold (NSRT) will also be considered.

Task 5.8.5 Final Report and Presentation to City Council

- **Draft and Final Report:** HDR will prepare a final draft report summarizing the quiet zone evaluation process including the diagnostic review recommendations, the proposed scenarios (with planning-level layouts and cost estimates), and a discussion of the next steps required for quiet zone implementation. The report will be finalized after incorporating feedback from CITY staff.
- **Detailed Implementation Plan:** HDR will prepare a detailed implementation plan to be included in the Final Report outlining the recommended actions for the CITY to implement the quiet zones. The precise steps required will depend on the scenario selected by the CITY. The Implementation Plan will include the following information:
  - Prioritization of crossing safety modifications.
  - Planning-level layouts and cost estimates for proposed modifications.
  - Estimated timeline for implementation including construction, document review time by the FRA and railroad, and a final date for quiet zone establishment.
  - Summary of quiet zone risk levels used to establish quiet zone designation.

- Documents for Quiet Zone Implementation: HDR will prepare and submit documents to relevant stakeholders to allow for quiet zone implementation as required by the FRA Quiet Zone Rule. Potential submittal documents include the following:
    - Notice of Intent (NOI): This notice is required for all quiet zones. It is distributed to the FRA, MDOT, the railroad(s), and other relevant stakeholders to announce the City's intention to establish a quiet zone and the planned improvement proposed to qualify for implementation.
    - Quiet Zone Application: Required in cases where ASM improvements are proposed. This application documents the calculations used to determine the new risk levels and is subject to review by the FRA.
    - CWT Waiver Request: Required in cases where the installation of CWT detectors is determined by the diagnostic team to not be "reasonably practical." This request documents the decision by the FRA to waive certain instances of the CWT requirement.

Task 5.8.6 Meetings

- Virtual kickoff meeting with the identified CITY representatives attended by two (2) HDR resources with the meeting lasting no more than two (2) hours.
- Virtual Pre-Diagnostic meeting to be attended by two (2) HDR resources with the meeting lasting no more than three (3) hours.
- Field Diagnostic meeting to be attended by two (2) HDR resources with the meeting lasting no more than eight (8) hours.
- Final Quiet Zone Report presentation to the CITY Council attended by two (2) HDR resources with the meeting lasting no more than one (1) hour.
- HDR will prepare and distribute meeting minutes documenting the discussion and recommendations of the group. Draft minutes will be submitted to attendees for review and comment prior to being finalized.

City Activities

- Provide information regarding the design and construction of the two (2) crossings (North Park Street and South Spring Street) that are equipped with SSMs.
- Provide updated traffic counts, within the last five (5) years, for all eight (8) crossings including in the proposed North and South Quiet Zones.
- Provide access to the six (6) crossings included in the Quiet Zone study area.

Deliverables:

- Minutes from the meetings as identified above.
- Preliminary map layout
- Scenario development document (2 total)
- Draft Quiet Zone Report
- Final Quiet Zone Report and presentation
- Detailed Implementation Plan
- Notice of Intent (NOI)

- Quiet Zone Application, if applicable
- CWT Waiver Request, if applicable

Assumptions

- The Field Diagnostic meeting will consist of the review of eight (8) crossings, and it is assumed all eight (8) crossings can be reviewed in an eight (8) hour day. Travel to the site will be required the day prior to the site visit and travel back will be required the day after the field visit.
- The CITY Council presentation meeting will consist of the review of final quiet zone report, and it is assumed this presentation will be one (1) hour in length. Travel to the site will be required the day prior to the presentation and travel back will be required the day after the presentation.
- Traffic counts for the eight (8) crossings included within the two proposed quiet zones are not included in this scope of work, although can be added for an additional fee if desired by the CITY.
- It is assumed that the eight (8) crossings/roadways included within the two (2) quiet zones are under the sole jurisdiction of the CITY thus not requiring added coordination with other road authorities.
- HDR will develop the draft NOI for review although the CITY is responsible for signing and delivering the NOI, on CITY letterhead, to the railroad, FRA, and other stakeholders.
- The scope of work does not include the preparation of the Notice of Establishment (NOE) given this is a preliminary evaluation and per the FRA Quiet Zone process, the modifications to the crossings must be completed prior to the submission of the NOE.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. **STANDARD OF PERFORMANCE**
The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. **INSURANCE/INDEMNITY**
ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of $250,000; Automobile Liability insurance of $1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of $1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of $1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of $1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, to the extent allowed by Mississippi law, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. **OPINIONS OF PROBABLE COST**
Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. **CONSTRUCTION PROCEDURES**
ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees, to the extent allowed by Mississippi law, to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. **CONTROLLING LAW**
This Agreement is to be governed by the law of the State of Mississippi.

6. **SERVICES AND INFORMATION**
OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. **SUCCESSORS, ASSIGNS AND BENEFICIARIES**
OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. **RE-USE OF DOCUMENTS**
All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project, including for the purpose of future engineering and/or architectural services related to the project, construction, and procurement related thereto; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project except as herein stated. Any reuse without

written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER, to the extent allowed by Mississippi law, will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. **TERMINATION OF AGREEMENT**
OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. **SEVERABILITY**
If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. **INVOICES**
ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. **CHANGES**
The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly as agreed to by the OWNER.

13. **CONTROLLING AGREEMENT**
~~These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.~~

14. **EQUAL EMPLOYMENT AND NONDISCRIMINATION**
In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. **HAZARDOUS MATERIALS**
OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall, to the extent allowed by Mississippi law, indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the

APPENDIX F

consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

~~**OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF $1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.**~~

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party. Specifically, in the event that all or a portion of the services is performed in the State of Florida, the following provision shall be applicable:

THE PARTIES ACKNOWLEDGE THAT PURSUANT TO APPLICABLE FLORIDA STATUTES AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE WITH REGARD TO SERVICES PROVIDED UNDER THIS

AGREEMENT. To the maximum extent permitted by law, the Parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each Party and of any entity for whom a Party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a Party. The Parties further acknowledge that the Florida statutes referred to above include but are not limited to: §558.0035(1)(a)-(e);§471.023(3)(an engineer is personally liable for negligence except as provided in § 558.0035); §472.021(3) (surveyor and mapper); §481.219(11)(architect and interior designer);§481.319(6) (landscape architect); and §492.111(4) (geologist).

EXHIBIT C

APPENDIX A FY 2022 RAISE GRANT

APPENDIX A

Performance under the FY 2022 RAISE Grant award shall be subject to the following:

REMEDIES:
If the Contractor fails to complete the services required under this Agreement within the time specified herein, as may be amended by written change order or extension approved by the CITY, the City is entitled to terminate the Agreement and seek direct damages against Contractor.

TERMINATION FOR CAUSE AND CONVENIENCE:
In addition to other provisions of this Agreement, CITY has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) day's written notice. In the event the Agreement is terminated by CITY in accordance with this provision, CITY agrees to pay Contractor for all work completed.

EQUAL EMPLOYMENT OPPORTUNITY:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be

provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
    a. *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors

and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT: For all prime construction contracts in excess of $2,000 awarded by non–Federal entities must include a provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non–Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency.

COPELAND "ANTI–KICKBACK" ACT: The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non–Federal entity must report all suspected or reported violations to the Federal awarding agency. (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The clause is only required in situations where the Davis-Bacon Act also applies.

EFFECT OF URBAN OR RURAL DESIGNATION. Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

EFFECT OF HISTORICALLY DISADVANTAGED COMMUNITY OR AREA OF PERSISTENT POVERTY DESIGNATION. If section 3 of schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Recipient provided to the USDOT, including the Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

DISCLAIMER OF FEDERAL LIABILITY: The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

RELOCATION AND REAL PROPERTY ACQUISITION.

a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D-E.
c) The Recipient shall make available to displaced persons comparable replacement dwellings in accordance with 49 C.F.R. 24.

EQUIPMENT DISPOSITION:

In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

a. if the entity that acquired the equipment is a State the State shall dispose of that equipment in accordance with State laws and procedures; and

b. if the entity that acquired the equipment is an Indian Tribe, the Indian Tribe shall dispose of that equipment in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. 200.313; and

c. if the entity that acquired the equipment is neither a State nor an Indian Tribe, that entity shall request disposition instructions from the Administering Operating Administration.

b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.310-200.316 and 2 C.F.R. 1201.313.

c) The Recipient shall ensure compliance with this section 22.5 for all tiers of subawards under this award.

ENVIRONMENTAL REVIEW.

a) In this section, **"Environmental Review Entity"** means:
   a. if the Project is located in a State that has assumed responsibilities for environmental review activities as may be authorized by law, including under 23
      U.S.C. 327, and the Project is within the scope of the assumed responsibilities, the State; and
   b. for all other cases, the FRA.
b) Except as authorized under section 22.6(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

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a. the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
b. if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

c) If the Recipient is purchasing railroad components or materials that can be used for other projects or resold, then the Recipient shall comply with 23 C.F.R. 771. l 13(d)(4).

d) The Recipient acknowledges that:
a. the Environmental Review Entity's actions under section 22.6(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
b. applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

f) The activities described in schedule Band other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:
a. the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or
b. if the USDOT determines that the condition at section 10. l(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.l(a)(5).

g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project. Section 3 of schedule B identifies documents describing mitigation activities, but the absence of a document from that section does not relieve the Recipient of any compliance obligations.

PROJECT MAINTENANCE REQUIREMENT. The Recipient shall ensure that the Project Property is maintained in good operating order and in accordance with 2 C.F.R. 200.310-200.316, 1201.313 and any guidelines, directives, or regulations that the USDOT, including the FRA, amy issue.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: This requirement applies to certain contracts awarded by the non-federal entity exceeding $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Standard: Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity exceeding $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work exceeding the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked beyond 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City of Tupelo, Mississippi shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: This requirement applies to contracts awarded by a non-Federal entity of amounts exceeding $150,000 under a federal grant.

Standard: If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, G.
Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the City of Tupelo and understands and agrees that the City of Tupelo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance. Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to City of Tupelo and understands and agrees that the City of Tupelo will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION:
Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by **City of Tupelo**. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Tupelo, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT:

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification: If applicable, contractors must sign and submit to the non-Federal entity a certification of the above.

PROCUREMENT OF RECOVERED MATERIALS:

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS.

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the Federal Grant Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the Federal Grant Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Grant Administrator or the Comptroller General of the United States.

CHANGES: the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: "This is an acknowledgement that USDOT financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, USDOT policies, procedures, and directives."

NO OBLIGATION BY FEDERAL GOVERNMENT: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:
"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

BUY AMERICA:

a) For the purpose of the award term at exhibit B, term B.5, the Project is "a project for infrastructure." The Recipient acknowledges that iron, steel, manufactured products, and construction materials used in the Project are subject to the domestic content procurement preference in that award term and this agreement is not a waiver of that preference.
b) If the Recipient uses iron, steel, manufactured products, or construction materials that are not produced in the United States in violation of the award term at exhibit B, term B.5, the USDOT may disallow and deny reimbursement of costs incurred by the Recipient and take other remedial actions under article 9 and 2 C.F.R. 200.339–200.340.
c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, 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). The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

SMALL AND DISADVANTAGED BUSINESS REQUIREMENTS.

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").
(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms").

FOREIGN MARKET RESTRICTIONS. The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

PASS-THROUGH ENTITY RESPONSIBILITIES. If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

GENERAL FEDERAL LEGISLATION

A. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
B. Hatch Act - 5 U.S.C. § 1501 et seq.
C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. § 4601 et seq.
D. National Historic Preservation Act of 1966- Section 106 - 54 U.S.C. § 306108
E. Archeological and Historic Preservation Act of 1974- 54 U.S.C. §§ 312501-312508
F. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
G. Section 7 of the Endangered Species Act, P.L. 93-205, as amended- 16 U.S.C. § 1536
H. Coastal Zone Management Act, P.L. 92-583, as amended- 16 U.S.C. § 1451 et seq.
I. Flood Disaster Protection Act of 1973, Section 102(a)-42 U.S.C. § 4012a
J. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
K. American Indian Religious Freedom Act, P.L. 95-341, as amended
L. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq.
M. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended - 42 U.S.C. § 4541 et seq.
N. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
O. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
P. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
Q. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
R. Wild and Scenic Rivers Act, P.L. 90-542, as amended- 16 U.S.C. § 1271 et seq.
S. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
T. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
U. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681 1683 and §§ 1685-1687
V. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
W. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
X. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial transactions – 31 USC § 1352

Y. Freedom of information Act - 5 U.S.C. § 552, as amended
Z. Magnuson-Stevens Fishery Conservation and Management Act- 16 U.S.C. § 1801 et seq. gg.
AA. Farmland Protection Policy Act of 1981 - 7 U.S.C. § 4201 et seq.
BB. Noise Control Act of 1972 - 42 U.S.C. § 4901 et seq.
CC. Fish and Wildlife Coordination Act of 1956 - 16 U.S.C. § 661 et seq.
DD. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
EE. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
FF. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended-42 U.S.C. §§ 9601-9657
GG. Safe Drinking Water Act - 42 U.S.C. §§ 300f to 300j-26 nn.
HH. The Wilderness Act- 16 U.S.C. §§ 1131-1136
II. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 - 42 U.S.C. § 6901 et seq.
JJ. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
KK. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252)
LL. Cargo Preference Act of 1954 -46 U.S.C. § 55305
MM. Build America, Buy America Act -Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298
NN. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub.L. 115-232
OO. Bringing in and harboring certain aliens - 8 U.S.C. 1324
PP. Aiding or assisting certain aliens to enter – 8 USC 1327

EXECUTIVE ORDERS

A. Executive Order 11990 - Protection of Wetlands
B. Executive Order 12372 - Intergovernmental Review of Federal Programs
C. Executive Order 12549 - Debarment and Suspension
D. Executive Order 14005 - Ensuring the Future is Made in All of America by All of America's
E. Workers
F. Executive Order 14025 - Worker Organizing and Empowerment
G. Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
H. Executive Order 14154, Unleashing American Energy
I. Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
J. Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
K. Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

GENERAL FEDERAL REGULATIONS

A. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - 2 CFR Parts 200, 1201
B. Non-procurement Suspension and Debarment- 2 CFR Parts 180, 1200
C. Investigative and Enforcement Procedures - 14 CFR Part 13

D. Procedures for predetermination of wage rates - 29 CFR Part 1
E. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 CFR Part 3
F. Labor standards provision applicable to contracts governing federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act)- 29 CFR Part 5
G. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements)-41 CFR Parts 60 et seq.
H. New Restrictions on Lobbying - 49 CFR Part 20
I. Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 - 49 CFR Part 21, including any amendments thereto
J. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 CFR Part 24
K. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 CFR Part 25
L. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 CFR Part 27
M. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 CFR Part 35
N. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation - 49 CFR Part 28
O. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 CFR Part 30
P. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)-49 CFR Part 32
Q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A-49 CFR Parts 37 and 38

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:
    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will act with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter any litigation to protect the interest of the Recipient. In addition, the contractor may request the United States to enter the litigation to protect the

interest of the United States.

APPENDIX C

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination based on sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination based on disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination based on age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's non-discrimination statute (49 USC § 47123) Prohibits discrimination based on race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 et seq).

EXHBIIT D

MANDATORY ADDENDUM TO CITY OF TUPELO CONTRACTS

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (hereinafter "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 (11^{th}) 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.

10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice.
Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).

11. 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).

12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.

14. 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).

15. 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).

16. 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.

17. 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).

18. 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

19. 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

20. All payments shall be made by TUPELO within thirty (30) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

TUPELO

Date:

HDR ENGINEERING, INC.

Date: July 27, 2026

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 16 Jul 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR CITY TO SUBMIT THE FY26 STATE BORDER SECURITY REINFORCEMENT FUND (SBSRF) GRANT APPLCIATION **AC**

Request: I'm asking the Council for authority to submit the SBSRF application.

Agency: Mississippi Office of Homeland Security (MOHS)

Grant: State Border Security Reinforcement Fund (SBSRF)

Match: No match required

Submission Deadline: 22 July 2026

Overview: This funding will be used for the purchase of:

- Roadside X-Ray
- Handheld Chemical Analyzer
- Upfit of SOG Vehicles w/ LPR technology
- LPRs (2)

Mississippi Office of Homeland Security Grant Program (HSGP)
FY26 State Border Security Reinforcement Fund (SBSRF)
Notice of Funding Announcement
June 23, 2026

Purpose: The purpose of this announcement is to provide notice of the release of funding opportunities for the FY26 Homeland Security-State Border Security Reinforcement Fund (SBSRF).

FEMA Overview of Program: The State Border Security Reinforcement Fund (SBSRF) is administered by the Federal Emergency Management Agency (FEMA). It is a competitive program designed to reinforce border security at every level. By combining transparent competition, strict compliance, robust oversight, and executive flexibility, SBSRF advances both the statutory requirements of Congress and the executive priorities of the Trump Administration, ensuring effective border security for the nation. The federal Notice of Funding will be uploaded on the MOHS website shortly.

Federal Funding: The SBSRF is an authorization provided by the Working Families Tax Cut of 2025. DHS is making a total of **$9.9 billion dollars** available for states to apply for funds. This is unprecedented funding, in which Mississippi is planning a large request to take full participation into this funding opportunity. With that opportunity will be the inclusion of funding opportunities for sub-awards.

- SBSRF has no required Match required for grant funding.

Period of Performance: The SBSRF award is a one (1) time grant that will be awarded on or around September 1, 2026, and have a period of performance of eight (8) years. This funding will have **NO** extensions to extend funding past the period of performance.

As with all MOHS grant programs, the MOHS encourages all grant sub-recipients to procure, implement and close out their grant awards within one (1) year, so the sub-recipient can fully implement their program as quickly as possible.

Sub-Recipient Eligibility*: The Mississippi Office of Homeland Security (MOHS) will be applying for the SBSRF, as the State Administrative Agency (SAA) and on behalf of sub-recipients, as listed in the Notice of Funding. Funding eligibility is available for local entities and state agencies.

Eligible sub-applicants are "local" entities, which include:

- Local Police Departments and County Sheriff's Offices (key roles in border enforcement, detention, and interdiction operations)
- State Police or Highway Patrol Units (multi-jurisdictional response and support)
- Local Emergency Management Agencies (disaster response, logistics, and resource allocation)
- Regional Joint Task Forces or Multi-Agency Border Security Groups (coordination across agencies)
- County or City Detention Facilities (detention, processing, and relocation support)
- Regional Fusion Centers or Intelligence Units (intelligence analysis and information sharing)

*Due to the nature of this grant, only applicants that perform the tasks and activities will be considered. This grant has a very high priority for law enforcement agencies that can and will participate in border security and response.

Sub-Applicant Criteria: Under SBSRF, eligible sub-applicants may apply to and receive subawards from the SAA. Sub-applicants must work directly with the SAA to be included in the application and must have the capacity to perform each allowable activity as proposed by the applicant. Eligible sub-applicants, as stated in the NOFO, are local governments as defined by 2 C.F.R. § 200.1.

Program Allowable Activities and Focus: SBSRF allowable activities that the MOHS will focus on for the FY26 SBSRF Application are as follows:

- Construction or installation of a border wall, border fencing or other barrier, or buoys along the southern border of the United States.

- Detection and interdiction of illicit substances and aliens who have unlawfully entered the United States and have committed a crime under federal, state, or local law.

Application & Fact Sheet Release Date: The Mississippi Office of Homeland Security (MOHS) will release the State Border Security Reinforcement Fund (SBSRF) application on **Wednesday, June 24, 2026**. The application and accompanying Fact Sheet will be available on the MOHS website at: https://www.homelandsecurity.ms.gov/

The FY26 SBSRF application will be accessible only through an electronic link provided on the website beginning **Wednesday, June 24, 2026**. All submissions must be completed and submitted through the link on the MOHS website and/or emailed to potential applicants.

Grant Writing Workshops: Due to the quick turn-round and other pending deadlines within the MOHS, there will be no scheduled grant writing sessions during this initial application. For future grant application submissions, the MOHS will hold available sessions, to assist with grant writing.

Application Deadline: All applications and required documentation must be submitted electronically through the designated website link no later than **Wednesday, July 22, 2026, at 5:00 p.m.** For Applications to be considered complete:

- All fields within the application must be fully filled out
- All required information must be submitted
- The application must include an electronic signature

MOHS requests that all jurisdictions prioritize funding requests that address capability targets and gaps identified through a formal needs assessment. **Applications submitted after the deadline will not be considered for funding**. Submission of an application does not guarantee an award.

FEMA Federal Grant Information: Additional federal grant guidance and program information can be found at: https://www.fema.gov/grants/preparedness/homeland-security

Questions: For questions related to the grant application, guidelines, or technical assistance, please contact: mohsgrants@dps.ms.gov

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 07/21/26

SUBJECT: IN THE MATTER OF LOT MOWING **TN**

REQUEST:

PLEASE REVIEW AND APPROVE THE FINAL LOT MOWING LIST.

FINAL LOT MOWING LIST 07/21/26

RECORD #	PARCEL ID	VIOLATION ADDRESS	CODE INSP	OWNER NAME	OWNER ADDRESS	OWNER CITY/STATE/ZIP		
LM-26-349	077P-35-232-00	405 SOUTH FOSTER DRIVE, TUPELO, MS 38801	RS	TLGFY LLC	PO BOX 8155	GULFPORT	MS	39506
LM-26-346	105H-15-032-00	3347 MEADOW DRIVE, TUPELO, MS 38801	RS	BROWN LATRAVIOUS	3392 CRAIGMONT CIRCLE	TUPELO	MS	38801
LM-26-344	078B-28-011-58	1314 BUTLER PARK BOULEVARD, TUPELO, MS 38801	JLB	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804
LM-26-343	078B-28-010-11	4052 LONGVIEW LAKE DRIVE, TUPELO, MS 38801	JLB	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804
LM-26-342	078B-28-010-08	BUTLER PARK BLVD	JLB	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804
LM-26-337	078B-28-011-66	1309 HIGH LINE DRIVE, TUPELO, MS 38801	JLB	JANIE PARKS PILLOW	1309 HIGH LINE DR	TUPELO	MS	38801
LM-26-330	076K-23-047-04	1966 BORDEAUX LANE, TUPELO, MS 38804	SB	STOCKBURGER DUANE L & JEANE G REVOCABLE TRUST	REVOCABLE TRUST	TUPELO	MS	38804
LM-26-326	106H-13-002-00	3592 SOUTH GREEN STREET, TUPELO, MS 38801	RS	MAIZ ELDA	3592 S GREEN STREET	TUPELO	MS	38801
LM-26-312	089N-31-078-00	675 WEST MAIN STREET SUITE A, Unit A, TUPELO, MS 38804	JLB	JOYNER ERNEST IIIBECK REALTY & PROPERTY MANAGEMENT	P O BOX 1095	TUPELO	MS	38802
LM-26-153	089F-30-025-00	532 WEST BARNES STREET, TUPELO, MS 38804	EG	CHRISTIAN CAREPLEX	906 N MADISON STREET	TUPELO	MS	38801

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE JULY 21, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MEETING MINUTES OF JUNE 1, 2026

REQUEST: REVIEW AND APPROVE

CITY OF TUPELO

PLANNING COMMITTEE MEETING MINUTES
Date: June 1, 2026, 6:00 P. M.
Location: City Council Chambers, City Hall, 71 East Troy Street, Tupelo, MS

CALL TO ORDER

Ms. Leslie Mart called the meeting to order at 6:00 P.M.

- **Invocation**: Mr. Lindsey Leake
- **Pledge of Allegiance**: Ms. Patti Thompson

Board and staff introduced themselves for the record.

Committee Members Present:
Mr. Mark Williams via conference call, Mr. Aaron Washington, Ms. Pam Hadley, Ms. Leslie Mart, Ms. Patti Thompson, Mr. Scott Davis, and Mr. Lindsey Leake.

Staff Present:
Mr. Tanner Newman, Director of Development Services, Mr. Pat Falkner, Planning Consultant, Ms. Kim Rushing, Community Development and Outreach Coordinator, Mr. Patrick Reagan, Chief Building Inspector

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APPROVAL OF MINUTES

- **Action**: Mr. Scott Davis moved to approve the May 4, 2026, meeting's minutes, seconded by Ms. Pam Hadley.
- **Vote**: **Approved** by a show of hands. **Motion carried.**

REPORT OF COUNCIL ACTION

- No appeals were made following the May meeting.
- **RZ26-02 Zoning Map Change** (Parcels 084S-18-001-18, 084S-18-001-04, 084S-18-001-19, 083U-07-066-06, 083U-07-003-00, 083U-07-005-00) public hearing will be held during the June 2, 2026, City Council meeting.

NEW BUSINESS

MAJSUB 26-03: Sunny Way Spring Lake Subdivision - West side of South Thomas St., south of Yates Acres subdivision (Parcel – 101A-02-211-00)

Location: West side of South Thomas Street, south of Yates Acres Subdivision MDR
Request: Preliminary Plat Approval of an eight (8) lot major subdivision on currently vacant land of 6.65 acres.

Notices: Mr. Newman confirmed that adjoining property owners were notified. There were several phone inquiries regarding the application.

Applicant: VIVAAN, Inc. Vinod Kumar 880 Eads Creek Rd. Saltillo, MS 38866

- The proposal is to create eight lots: two one-acre lots and six approximately half-acre lots.
- Mr. Kumar plans to build his own house on one lot and sell the remaining lots or build homes to sell on the remaining lots.

Public Hearing: Ms. Mart opened the public portion of the meeting.

- **Leigh Murphy**, 2808 Columbine Place, Tupelo, MS – Ms. Murphy, a resident of the Spring Lake subdivision and a member of the Spring Lake Homeowners Association Board, addressed the Planning Committee regarding concerns and recommendations submitted by homeowners in the subdivision regarding the proposed development. Ms. Murphy presented three recommendations for the committee's consideration. Ms. Murphy requested that, if the proposed development is approved, the committee include a recommendation in the minutes that the developer not be permitted to use the "Spring Lake" name for the new subdivision unless the development becomes part of the Spring Lake Homeowners Association and adheres to the subdivision's restrictive covenants. She stated that homeowners believe that the use of the Spring Lake name without such affiliation could create confusion or mislead prospective homebuyers about the relationship between the proposed development and the existing Spring Lake subdivision. Ms. Murphy noted that the developer has proposed a gated access point from Thomas Street. She requested that, should the development become part of the Spring Lake Homeowners Association and operate under its covenants, residents of the existing Spring Lake subdivision be provided access through the gate, including access to any required entry codes. Ms. Murphy requested that, if the development joins the Spring Lake Homeowners Association and adopts its covenants, any common areas and green spaces within the proposed development be designed and maintained in a manner consistent with the appearance and character of the existing Spring Lake subdivision. Ms. Murphy thanked the committee for its consideration and requested that these

recommendations be included in the meeting minutes and considered as part of the review process.

- **Sherry Webb**, 1448 Columbine Drive, Tupelo, MS –Ms. Sherry Webb, a resident of the Spring Lake subdivision and a member of the Spring Lake Homeowners Association Board, addressed the Planning Committee regarding the proposed development adjacent to Spring Lake. Ms. Webb reiterated concerns previously expressed about the proposed development's use of the Spring Lake name if it is not formally affiliated with the existing Spring Lake subdivision and homeowners' association. She emphasized, however, that Spring Lake residents and HOA leadership are supportive of the proposed development becoming part of the Spring Lake community. Ms. Webb stated that homeowners would welcome the development's inclusion in the Spring Lake Homeowners Association and believe such affiliation would be beneficial to future residents. Ms. Webb noted that inclusion in the homeowners association would provide access to Spring Lake amenities, including the neighborhood pool, lake, tennis courts, and other common facilities. She also stated that future residents would benefit from the protections and standards provided by the subdivision's restrictive covenants. Regarding gated access, Ms. Webb expressed support for reciprocal access between the existing subdivision and the proposed development. She indicated that, should the development become part of the homeowners' association, residents would support sharing gate access codes to ensure equal access between the connected areas. In closing, Ms. Webb stated that the Spring Lake community would welcome residents of the proposed development and would like them to become part of the existing neighborhood and community.

- **Keith Kantack**, 1810 Sunflower Circle, Tupelo, MS – Mr. Keith Kantack, a resident of Spring Lake for approximately ten years, addressed the Planning Committee regarding the proposed development adjacent to the Spring Lake subdivision. Mr. Kantack noted that a significant majority of those in attendance (at or slightly above 75% of the audience, as shown by the raising of hands) were present due to concerns about the proposed development. He expressed concern that the developer had not provided sufficient details about the project, stating that residents had received limited information regarding the scope, construction plans, housing types, and overall development standards. Mr. Kantack acknowledged the developer's stated language barrier and requested that the committee allow adequate time for communication and understanding throughout the review process. He also noted uncertainty about who was officially representing the developer, citing conflicting information from the developer's realtor and statements made during the meeting about the potential adoption of Spring Lake's restrictive covenants. Speaking both as an individual resident and on behalf of Spring Lake Homeowners Association President Dr. Marty Herman, who was unable to attend, Mr. Kantack outlined several concerns raised by neighborhood residents, including Preservation and use of the Spring Lake name in connection with the proposed development. Architectural standards and compatibility with the existing neighborhood. Construction and building process standards. Long-term enforcement of restrictive covenants. Potential adoption of Spring Lake's existing covenants and participation in the

homeowners' association. Access to neighborhood amenities and common areas. Future identification and management of residents and visitors if the development remains separate from the existing association. Mr. Kantack also raised concerns regarding the proposed access point to Thomas Street, describing the location as a heavily traveled area with a downhill grade and a nearby four-way stop. He expressed concerns about traffic safety, vehicle movements, and potential confusion for motorists attempting to enter Spring Lake through the proposed gated development. He suggested consideration of alternative access arrangements, including the possibility of a cul-de-sac. Additionally, Mr. Kantack referenced what he understood to be historical Planned Unit Development restrictions and deed requirements associated with the Spring Lake property, indicating that covenants may be relevant to the proposed development. In closing, Mr. Kantack stated that residents believe additional discussion and clarification are needed before any decision is made. He requested that the Planning Committee postpone action on the proposal to allow further communication between the developer, neighborhood representatives, and other interested parties.

- **Janet Gaston**, 1764 Columbine, Tupelo, MS – Ms. Janet Gaston, a resident of the Spring Lake subdivision, addressed the Planning Committee regarding the proposed development adjacent to Spring Lake. Ms. Gaston stated that previous speakers had already discussed many of the concerns she intended to raise. She noted that she had received numerous inquiries from residents regarding the proposed development and indicated that many questions remain unanswered. A primary concern raised by Ms. Gaston was whether the proposed development would be compatible with the existing character and standards of the Spring Lake subdivision. She stated that, if the developments are physically connected by roads, the transition between the existing neighborhood and the proposed development should be seamless and consistent in appearance and design. She emphasized the importance of maintaining compatibility so that residents do not perceive the areas as separate or significantly different neighborhoods. Ms. Gaston also referenced information provided by the original developer of Spring Lake, indicating that the subdivision was approved by the City as a master-planned community or Planned Unit Development (PUD) in the 1990s. She expressed uncertainty regarding whether those approvals, restrictions, or covenants remain applicable and requested that the matter be researched and verified. Ms. Gaston stated that, if such requirements remain in effect, it is her understanding that the existing covenants could potentially extend to the proposed development. She indicated that clarification of this issue could help address many of the questions and concerns raised by residents. Additionally, Ms. Gaston expressed concern regarding the potential use of the Spring Lake name by the proposed development. She stated that such use could create confusion for motorists and visitors who may assume they can access the existing Spring Lake subdivision through the proposed entrance. She further noted concerns regarding traffic safety along Thomas Street, citing the roadway's traffic conditions and driving patterns as factors that could increase the potential for confusion or unsafe situations. In closing, Ms. Gaston requested that the applicability of any master-planned community or Planned Unit Development requirements be researched and verified. She also stated that

she would welcome the proposed development as part of the Spring Lake community if it chose to join the homeowners association and participate in the neighborhood's existing amenities and standards.

- **Cathy Fitzpatrick**, 2709 Columbine Place, Tupelo, MS – Ms. Kathy Fitzpatrick stated that the primary goal of many residents attending the meeting was to encourage the proposed development to become part of Spring Lake and participate in the neighborhood covenants and HOA structure. She noted that this meeting represented the first opportunity many residents had to publicly comment on the proposal.

- **Emery Pittman**, 605 South Thomas Street, Tupelo, MS –Mr. Emory Pittman, a nearby resident, expressed concern regarding the long-term oversight and governance of the proposed development if it remained separate from the Spring Lake HOA and covenants.

Applicant Response – Mr. Kumar

- Mr. Kumar responded to comments raised during the public hearing. He stated that he believed some comments regarding his English-speaking abilities were personal in nature. He emphasized that he had complied with all City requirements and development procedures, including retaining professional legal and architectural assistance.
- Mr. Kumar also discussed his business ownership and community involvement, including charitable contributions and donations within the community.
- Regarding Spring Lake affiliation, Mr. Kumar stated that he had previously discussed the possibility of joining the Spring Lake community and homeowners association with neighborhood representatives and remained open to further discussions. He also indicated willingness to discuss gate access arrangements and stated that he intended to comply with all City development requirements and standards.
- Mr. Kumar presented photographs of homes he had previously constructed and stated that he intended for the proposed development to include high-quality homes compatible with the area.
- Mr. Kumar also spoke about his involvement in the community, stating that he owns a business in Mooreville and contributes through taxes, charitable donations, and community support efforts. He referenced a recent donation commitment of building materials to a local fire department project as an example of his community involvement.
- Regarding concerns about the use of the Spring Lake name and affiliation with the Spring Lake Homeowners Association, Mr. Kumar stated that he now better understands residents' concerns and indicated he would revise the subdivision name application. He stated that he had previously expressed a willingness to discuss potential inclusion in the Spring Lake community and homeowners association with neighborhood representatives, including Dr. Marty Herman, but that no additional meetings or follow-up conversations had occurred after that initial discussion.
- Mr. Kumar stated that he intends for the proposed development to comply with all City requirements and standards. He emphasized that he would follow any conditions or

regulations established by the City regarding lot sizes, setbacks, roadway requirements, or gate placement.

- In response to comments regarding the proposed gated access and roadway connection, Mr. Kumar stated that he did not object to discussing shared access arrangements. He reiterated that he would comply with any spacing or setback requirements established by the City.

  The Planning Committee Chair then concluded the public comment exchange and indicated that the committee would proceed with questions and discussion.

STAFF ANALYSIS AND COMMITTEE DISCUSSION:

Mr. Newman stated that the proposed development met the requirements of the Tupelo Development Code. He noted that the property was zoned Medium Density Residential, where significantly smaller lot sizes would ordinarily be permitted. Mr. Newman explained that the City had requested the larger-lot flexible variance specifically to make the development more compatible with the adjacent Spring Lake subdivision and that the applicant had complied with that request.

Mr. Newman further clarified that:

- The Planning Committee's role was limited to determining whether the application met Development Code standards.
- The City does not regulate or enforce private subdivision covenants or homeowners association agreements.
- Gate access, fire access requirements, and roadway engineering details would be addressed during the development process.
- Any approved lot sizes and layout would be fixed unless future modifications were approved through an additional review process.

Committee members discussed concerns raised by residents about neighborhood compatibility, covenants, roadway access, and the original Spring Lake master plan. Interim planning official Mr. Faulkner provided historical context regarding the original Spring Lake development, noting that the broader area had historically been intended for continued residential expansion but had not been fully platted in advance.

Ward 6 Councilman Mark Williams, who recused himself due to residing in Spring Lake, participated remotely and suggested that additional discussions between the developer and the Spring Lake HOA could be beneficial in resolving concerns and improving coordination between the parties.

During committee discussion, staff reiterated that the application met all applicable City development standards and that matters relating to private covenants and HOA participation were outside the authority of the Planning Committee and City Council.

Motion and Vote:

- **Action:** Motion was made by Ms. Patti Thompson to **approve MAJSUB 26-03** plat as presented. Ms. Pam Hadley seconded the motion.
- **Vote**: **Approved** by a show of hands. **Motion carried** (approval). Mr. Mark Williams recused himself from voting.

Appeal Notice:

Mr. Newman advised attendees that the application would next proceed to the Tupelo City Council for final consideration at a future public meeting, with additional public notice to be provided prior to that hearing.

FLEXVAR 26-04 West side of South Thomas St. (Parcel- 010A-02-211-00)

Location: West side of South Thomas Street, south of Yates Acres Subdivision MDR
Request: Request by flexible variance to allow larger lot sizes rather than the required minimum lot size of 4,000 sq. ft. and 50-foot frontage.

Notices: Mr. Newman confirmed that adjoining property owners were notified. There have been no responses.

Applicant: VIVAAN, Inc. Vinod Kumar 880 Eads Creek Rd. Saltillo, MS 38866

Staff Analysis: Department of Development Services staff stated that the request for larger lot sizes had been initiated at the recommendation of City staff to encourage compatibility with the surrounding Spring Lake development pattern.

Public Hearing:
Ms. Mart opened the public portion of the meeting.

Keith Kantack, 1810 Sunflower Circle, Tupelo, MS –
Mr. Kantuack asked for an explanation of what the variance meant. After an explanation from Mr. Newman, Mr. Kantack stated that Spring Lake residents supported larger lot sizes and appreciated the effort to maintain compatibility with the existing neighborhood.

Motion and Vote:

Action: Motion was made by Mr. Scott Davis to **approve FLEXVAR 26-04**; Mr. Lindsey Leake seconded the motion.
• **Vote**: **Approved** by a show of hands. **Motion carried** (approval). Mr. Mark Williams recused himself from voting.

Next Steps:
Staff advised attendees that the flexible variance approval constituted a final administrative action subject to the applicable appeal period and noted that the major subdivision application would proceed to the Tupelo City Council for further consideration.

Motion was made to take a five-minute break by Ms. Thompson, seconded by Mr. Aaron Washington.

OLD BUSINESS

Item T826.0

Request: Consider proposed amendments to chapters 2, 4, 5, and 11 of the Tupelo Development Code.

Notices: Mr. Newman stated at the May meeting that this was strictly a public notice, advertised under the statute governing public notices. (Daily Journal ad #1716410) A public hearing was held at the May meeting on the congregate living text amendments and the Downtown Guidelines.

Tupelo Development Code Amendments

- Proposed amendments to chapters 2, 4, 5, and 11 of the Tupelo Development Code for Congregate living and mixed-use downtown guidelines.
- The primary purpose is to amend the Development Code to establish definitions, classifications, and regulations for congregate living uses.
- Chapter 2 amendments include removing the existing priority congregate living definition and redefining "family" and "congregate living."
- The definition of "family" is clarified as an individual or two or more persons related by blood, marriage, legal guardianship or adoption living together as a single house housekeeping unit where a group of not more than five unrelated persons living together as a single housekeeping unit in a dwelling unit. A family shall not include an arrangement meeting the definition of congregate living.

Congregate Living Classifications and Locations

- Congregate living is classified into three uses: Congregate Living 1, 2, and 3, with specific criteria for each.
- **Congregate Living 1:** Not more than five residents, no on-site staff or structured services, functionally equivalent to a single housekeeping unit but not meeting the definition of a family. Allowed in the same location as a single-family residential unit.

- **Congregate Living 2:** Six to 16 residents OR provides on-site supervision/staffing OR provides supportive services. Recommended for residential zones as a flexible or compatible use, requiring additional Chapter 11 guidelines.
- **Congregate Living 3:** More than 16 residents with continuous or scheduled staffing supervision, typically for medical/custodial care, high turnover, or transient occupancy, resembling an institutional setting. Generally allowed in the same locations as institutional uses.
- The use of "or" and "and" in the definitions is deliberate; Congregate Living 1 requires all conditions to be met, while Congregate Living 2 requires only one of the listed conditions.

Regulatory Requirements and Approval Process

- Existing separation requirements remain: 1500ft between facilities in mixed-use zones and 2500 foot buffer outside mixed-use zones.
- New buffering and landscaping requirements are instituted between residential and congregate living uses.
- Applications for compatible and flexible use must include a "full site plan, operational plan, occupant load, staff plan, parking analysis, fire safety plan and an accessibility plan."
- Congregate living uses shall be registered as a rental property and are subject to a rental inspection program every two years and the Tupelo Fire Department annual inspection program.

Downtown Design Guidelines & Decisions

- 12 revisions to the downtown Tupelo Main Street design guidelines were presented by Director Lucia Randle, marking the first updates since 2012.
- Key revisions include guidelines for paint colors in the downtown overlay and maintaining historic integrity during remodeling of commercial and residential buildings.

Motion and Vote:

Action: Motion was made by Mr. Davis to **approve** proposed amendments to chapters 2,4,5, and 11 of the Tupelo Development Code. Mr. Washington seconded the motion.
Vote: **Motion carried**; the matter was **approved.**

Motion and Vote:

Action: Mr. Leake made a motion to **approve** the proposed Tupelo Downtown Main Street Association design guideline revisions, and Ms. Hadley seconded.
Vote: Motion carried; the matter was **approved**.

OTHER BUSINESS

Upcoming Planning & Meetings

- The next work session, originally scheduled for June 29th, has been canceled due to key members being out of town and no applications on the agenda.
- The comprehensive plan is expected to be ready for review and a vote within the next few weeks.
- A special call meeting will be called for either late June or early July, specifically for the comprehensive plan review.

ADJOURNMENT

Action: Motion was made by Ms. Hadley to adjourn, seconded by Mr. Washington. Motion carried.

Meeting adjourned.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE 07/21/26

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE PRELIMINARY PLAT MAP FOR SUNNY WAY SUBDIVISION-SPRINGLAKE **TN**

Request:

MAJOR SUBDIVISION APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 Fax: (662) 841-6550
Email: permits@tupeloms.gov

MUNIS MAJSUB 26-03
Received By: KK / MS
Date Received: 05/04/26
(for office use only)

Permit Fee: $250.00 *(Non-refundable)*

A pre-application conference is required prior to application submittal. All materials required 4 weeks prior to scheduled Planning Committee Review. Applicant must be present at Planning Committee review. All reviews are held at City Hall, 71 E. Troy St. See Major Subdivision Checklist for required attachments.

PROJECT DESCRIPTION

PROJECT LOCATION:
(LOCATION AND/OR EXISTING PARCEL NUMBER(S): THOMAS ST & EXTENSION OF WISTERIA LANE PART OF PARCEL NO. 101A-02-211.00

PROPOSED SUBDIVISION NAME: SUNNY WAY SPRINGLAKE

PROPOSED RESIDENTIAL CONSTRUCTION TYPE(S): SINGLE FAMILY RESIDENTIAL

PROPOSED NON-RESIDENTIAL CONSTRUCTION TYPE(S): N/A

Project Acreage	6.65	Current Zoning	MDR	Existing Structures	Y (N)
Number of Lots	8	Proposed Zoning	MDR	Demolition Required	Y (N)
Minimum Lot Size	0.43BAC	Current Land Use	VACANT	Clearing Required	(Y) N
Maximum Lot Size	0.947AC	Proposed Land Use	RESIDENTIAL	Cut/Fill Required	(Y) N
Chickasaw Review	Y (N)	Overlay District	Y (N)	Proposed Signage	Y (N)
Flood Zone	Y (N)	Historic District	Y (N)	Other Zoning Requests	Y (N)
Suspect Soils	Y (N)	Special Use Standards	Y (N)		

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: VIVAAN, LLC Email: VINOD1087@ICLOUD.COM

Address: 3640 Hwy 178 E City: Fayette MOORE VILLE State: MS Zip Code: 38857

Phone Number(s): 662-315-4445

APPLICANT CONTACT INFORMATION *(if different from owner)*:

Name: VINOD KUMAR Email: SAME

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number(s): SAME

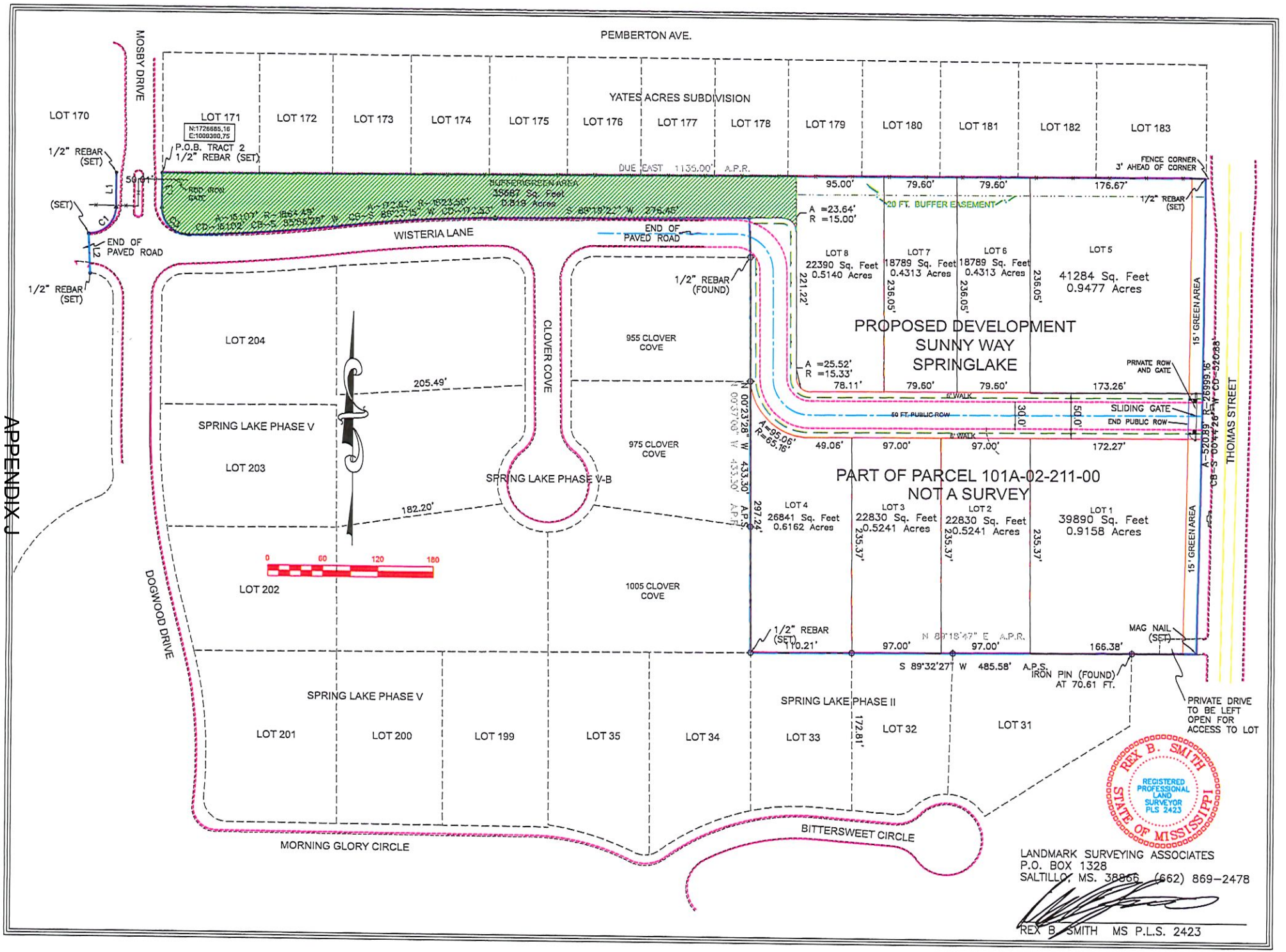
PLEASE SEE REVERSE SIDE

Required Attachments ***(all required attachments must be submitted BEFORE the permit can be issued)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission ✓
2. Site/Development Plan. (Signed and Sealed) ___
3. Preliminary Plat (Signed and Sealed) ✓
4. Geo-referenced AutoCad .dwg file of survey ___
5. Survey of lots ___
6. Assigned Parcels and Parcel Map from the Tax Assessor's Office ___

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the Planning Committee meeting, the application could be tabled or denied. I further understand that if I am not the property owner, notarized permission from the property owner is required for application to be processed.

Applicant Signature: _____ **Date:** 05-03-2026


PEMBERTON AVE.
MOSBY DRIVE
YATES ACRES SUBDIVISION
LOT 170
LOT 171
LOT 172
LOT 173
LOT 174
LOT 175
LOT 176
LOT 177
LOT 178
LOT 179
LOT 180
LOT 181
LOT 182
LOT 183
N:1726685.16
E:1000390.75
P.O.B. TRACT 2
1/2" REBAR (SET)
1/2" REBAR (SET)
DUE EAST 1135.00' A.P.R.
FENCE CORNER
3' AHEAD OF CORNER
50.00'
RDD IRON GATE
BUFFER/GREEN AREA
35687 Sq. Feet
0.819 Acres
A=15107' R=1864.45'
CD=15102 CB=S 82°56'29" W
A=72.62' R=1523.50'
CB=S 86°23'15" W CD=72.53'
S 89°19'22" W 276.45'
95.00'
79.60'
79.60'
176.67'
20 FT. BUFFER EASEMENT
1/2" REBAR (SET)
A =23.64'
R =15.00'
WISTERIA LANE
END OF PAVED ROAD
END OF PAVED ROAD
1/2" REBAR (SET)
1/2" REBAR (FOUND)
LOT 8
22390 Sq. Feet
0.5140 Acres
LOT 7
18789 Sq. Feet
0.4313 Acres
LOT 6
18789 Sq. Feet
0.4313 Acres
LOT 5
41284 Sq. Feet
0.9477 Acres
221.22'
236.05'
236.05'
236.05'
PROPOSED DEVELOPMENT
SUNNY WAY
SPRINGLAKE
15' GREEN AREA
A =25.52'
R =15.33'
78.11'
79.60'
79.60'
173.26'
PRIVATE ROW AND GATE
6' WALK
50 FT. PUBLIC ROW
30.0'
50.0'
SLIDING GATE
END PUBLIC ROW
6' WALK
A=95.06'
R=65.16'
49.06'
97.00'
97.00'
172.27'
A=520.89' R=26999.16'
CB=S 00°44'26" W CD=520.88'
THOMAS STREET
LOT 204
205.49'
SPRING LAKE PHASE V
LOT 203
182.20'
CLOVER COVE
955 CLOVER COVE
975 CLOVER COVE
1005 CLOVER COVE
SPRING LAKE PHASE V-B
N 00°23'28" W 433.30' A.P.S.
N 00°37'03" W 433.30' A.P.R.
297.24'
PART OF PARCEL 101A-02-211-00
NOT A SURVEY
LOT 4
26841 Sq. Feet
0.6162 Acres
LOT 3
22830 Sq. Feet
0.5241 Acres
LOT 2
22830 Sq. Feet
0.5241 Acres
LOT 1
39890 Sq. Feet
0.9158 Acres
235.37'
235.37'
235.37'
15' GREEN AREA
0
60
120
180
LOT 202
DOGWOOD DRIVE
1/2" REBAR (SET)
110.21'
N 89°18'47" E A.P.R.
97.00'
97.00'
166.38'
MAG NAIL (SET)
S 89°32'27" W 485.58' A.P.S.
IRON PIN (FOUND) AT 70.61 FT.
PRIVATE DRIVE TO BE LEFT OPEN FOR ACCESS TO LOT
SPRING LAKE PHASE V
SPRING LAKE PHASE II
LOT 201
LOT 200
LOT 199
LOT 35
LOT 34
LOT 33
LOT 32
LOT 31
172.81'
MORNING GLORY CIRCLE
BITTERSWEET CIRCLE
REX B. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR PLS 2423
STATE OF MISSISSIPPI
LANDMARK SURVEYING ASSOCIATES
P.O. BOX 1328
SALTILLO, MS. 38866 (662) 869-2478
REX B. SMITH MS P.L.S. 2423

APPENDIX J

City of Tupelo
Planning Committee Meeting
June 1, 2026, 6:00 PM

Project: Major Subdivision

Project Proposal Summary: Sunny Way Springlake subdivision, 8 lots

Planning Committee Action Required: Public Hearing to consider recommendation of approval, disapproval, or deferment of the preliminary plat (3.2.1)

Application Number:	MAJSUB26-03	**Application Type:** Major Subdivision
Parcel Numbers:	101A-02-211-00	Meeting Date: June 1, 2026
Applicant:	Vindo Kumar	Owner/developer
Location:	West side of South Thomas Street, south of Yates Acres subdivision	
Purpose:	Preliminary Plat Approval	
Present Zoning:	MDR	
Existing Land Use:	Vacant	
Size of Property:	6.65 acres	
Surrounding Land Use and Zoning:	Medium Density Residential on all sides	
Future Land Use:	residential	
Applicable Regulations:	12.10.15 Subdivisions, Action by Planning Committee;4.8.4, Development Standards in Medium Density Residential zoning district.	

Driving Directions: From City Hall proceed west on Main Street to Thomas Street; south on Thomas Street; subject property is on the right past Pendleton Avenue.

Special Information: The property connects to the Spring Lake street system and was bought from the owners of that development, but is not otherwise connected.

STAFF ANALYSIS

Development Code Review:

12.10.15 (3)

The preliminary plat shall be approved by the Planning Committee if it meets the following criteria:

(a) Conforms with all the provisions and requirements of applicable adopted plans, including but not limited to the Comprehensive Plan, greenways plans, or transportation plans;

(b) Conforms with all the provisions and requirements of this Code; and

(c) Conforms with all the provisions and requirements of other applicable Codes not included in this Code.

Use: Proposed use is for single family residential which is a use by right in MDR.

Lots, Setbacks, and Boundary Lines:
Residential lots proposed adjacent to existing residential lots may not be smaller than 75% of the average size of the adjacent lots. The development adjoins lots in the Spring Lake development and in the Yates Acres subdivision; proposed lots meet the minimum size standard for this requirement. Because the new development is planned to be consistent with the Spring Lake development pattern, which was established prior to the current zoning of Medium Density, the lots exceed the maximum lot size for MDR. This point is addressed as a variance request on the present agenda.

Block Length: Maximum block length in the zoning district is 750 feet. The length of the block created by the subdivision is less than 500 feet.

Traffic Impact: Access drive ingress/egress is proposed by connection to Wisteria Drive on the west and a gated exit onto Thomas Street on the east. The exit to Thomas will allow traffic from the new development to avoid having to drive through Spring Lake to the main exit.

Storm Water Management/Drainage: No storm water/drainage plan submitted, will be reviewed as part of subdivision construction application.

Streets. The street rights of way meet the minimum dimensions.

Sidewalks: Sidewalks are not shown on the preliminary plat. Section 6.8.7.2 (2) allows the sidewalk requirement to be waived on a finding that there are no sidewalks existing or planned to which the new subdivision could be connected. There are no sidewalks in the vicinity to be connected to.

Utilities:. Final utility access will be reviewed as part of subdivision construction application.

Lighting Plan: No proposed lighting plan submitted, will be reviewed as part of subdivision construction application.

Buffers:. Low intensity residential use is not required to provide buffers against adjacent properties.

Tree Survey: No tree survey submitted.

Open Space: 10% required (.67 acres); two areas of green space are shown; area is not calculated but appears to be sufficient.

Allowable Variances and Administrative Adjustments: Sidewalk requirement is waived.

Summary Analysis and Recommendations: The proposed subdivision is intended to be compatible with the development pattern of the adjacent Spring Lake subdivision, which is why the lots will require a variance to match those larger lot sizes rather than having smaller lots that fit the MDR maximum size standard. The recommendation is for approval contingent on approval of the concurrent variance application.

Note: All Major Subdivision decisions are recommendations to the City Council. Tupelo City Council must approve any Major Subdivision to provide the development with a permit (3.1.1)

MAJOR SUBDIVISION APPLICATION

City of Tupelo | Department of Development Services
Mail: P O Box 1485, Tupelo, MS 38802-1485
Phone: (662) 841-6510 Fax: (662) 841-6550
Email: permits@tupeloms.gov

MUNIS MAJSUB 26-03
Received By: KK / MS
Date Received: 05/04/26
(for office use only)

Permit Fee: $250.00 *(Non-refundable)*

A pre-application conference is required prior to application submittal. All materials required 4 weeks prior to scheduled Planning Committee Review. Applicant must be present at Planning Committee review. All reviews are held at City Hall, 71 E. Troy St. See Major Subdivision Checklist for required attachments.

PROJECT DESCRIPTION

PROJECT LOCATION:
(LOCATION AND/OR EXISTING PARCEL NUMBER(S): THOMAS ST & EXTENSION OF WISTERIA LANE PART OF PARCEL NO. 101A-02-211.00

PROPOSED SUBDIVISION NAME: SUNNY WAY SPRINGLAKE

PROPOSED RESIDENTIAL CONSTRUCTION TYPE(S): SINGLE FAMILY RESIDENTIAL

PROPOSED NON-RESIDENTIAL CONSTRUCTION TYPE(S): N/A

Project Acreage	6.65	Current Zoning	MDR	Existing Structures	Y (N)
Number of Lots	8	Proposed Zoning	MDR	Demolition Required	Y (N)
Minimum Lot Size	0.43BAC	Current Land Use	VACANT	Clearing Required	(Y) N
Maximum Lot Size	0.947AC	Proposed Land Use	RESIDENTIAL	Cut/Fill Required	(Y) N
Chickasaw Review	Y (N)	Overlay District	Y (N)	Proposed Signage	Y (N)
Flood Zone	Y (N)	Historic District	Y (N)	Other Zoning Requests	Y (N)
Suspect Soils	Y (N)	Special Use Standards	Y (N)		

CONTACT INFORMATION

OWNER CONTACT INFORMATION:

Owner Name: VIVAAN, LLC Email: VINOD1087@ICLOUD.COM

Address: 3640 Hwy 178 E City: Fayette MOORE VILLE State: MS Zip Code: 38857

Phone Number(s): 662-315-4445

APPLICANT CONTACT INFORMATION *(if different from owner)*:

Name: VINOD KUMAR Email: SAME

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number(s): SAME

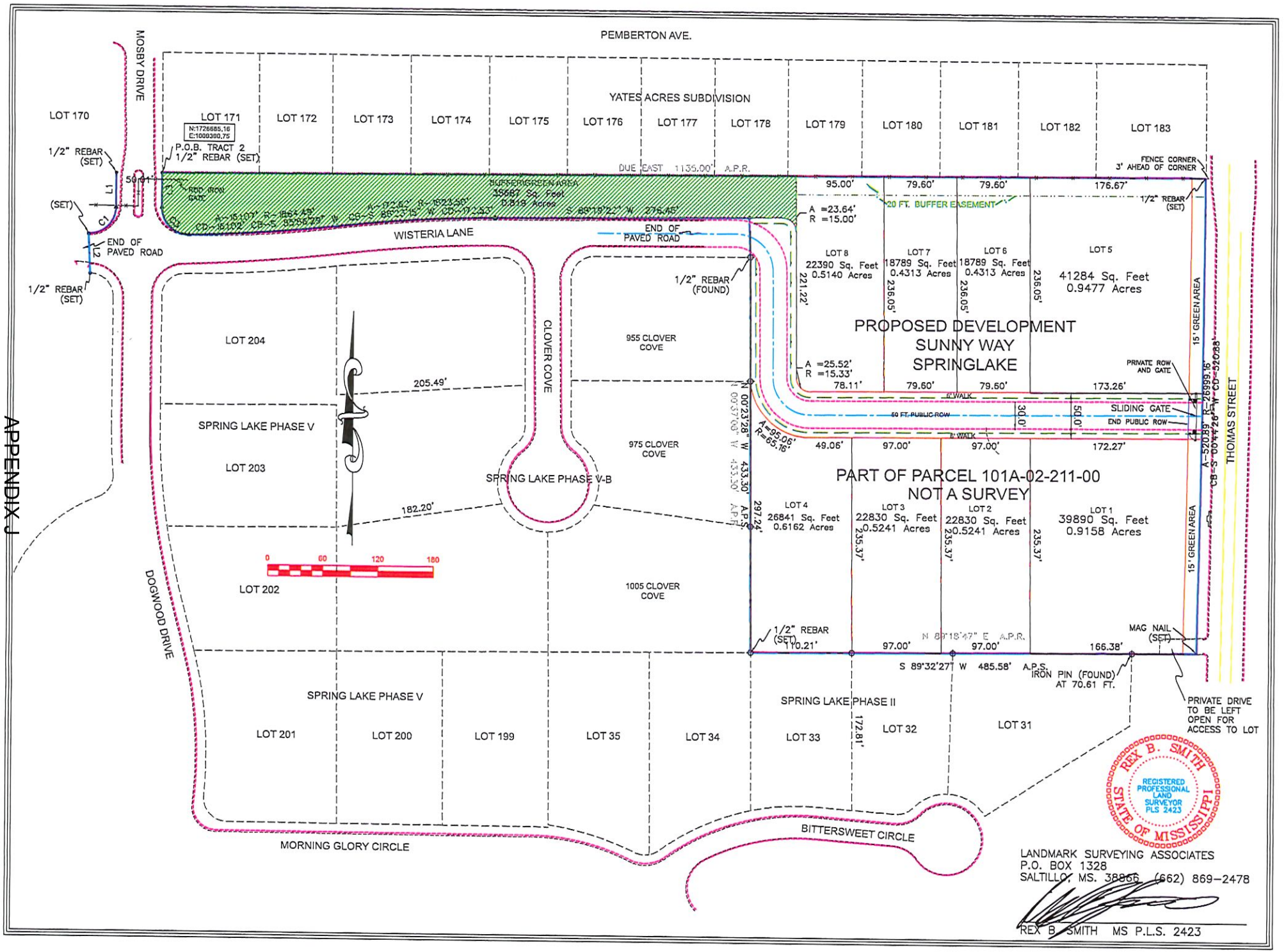
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Required Attachments ***(all required attachments must be submitted BEFORE the permit can be issued)***

1. Recorded deed; if owner and applicant are not the same, current lease and owner permission ✓
2. Site/Development Plan. (Signed and Sealed) ___
3. Preliminary Plat (Signed and Sealed) ✓
4. Geo-referenced AutoCad .dwg file of survey ___
5. Survey of lots ___
6. Assigned Parcels and Parcel Map from the Tax Assessor's Office ___

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code. I understand that if I or my representative does not attend the Planning Committee meeting, the application could be tabled or denied. I further understand that if I am not the property owner, notarized permission from the property owner is required for application to be processed.

Applicant Signature: _____ **Date:** 05-03-2026


PEMBERTON AVE.
MOSBY DRIVE
YATES ACRES SUBDIVISION
LOT 170
LOT 171
LOT 172
LOT 173
LOT 174
LOT 175
LOT 176
LOT 177
LOT 178
LOT 179
LOT 180
LOT 181
LOT 182
LOT 183
N:1726685.16
E:1000390.75
P.O.B. TRACT 2
1/2" REBAR (SET)
1/2" REBAR (SET)
DUE EAST 1135.00' A.P.R.
FENCE CORNER
3' AHEAD OF CORNER
50.00'
RDD IRON GATE
BUFFER/GREEN AREA
35687 Sq. Feet
0.819 Acres
A=15107' R=1864.45'
CD=15102 CB=S 82°56'29" W
A=72.62' R=1523.50'
CB=S 86°23'15" W CD=72.53'
S 89°19'22" W 276.45'
95.00'
79.60'
79.60'
176.67'
20 FT. BUFFER EASEMENT
1/2" REBAR (SET)
A =23.64'
R =15.00'
WISTERIA LANE
END OF PAVED ROAD
END OF PAVED ROAD
1/2" REBAR (SET)
1/2" REBAR (FOUND)
LOT 8
22390 Sq. Feet
0.5140 Acres
LOT 7
18789 Sq. Feet
0.4313 Acres
LOT 6
18789 Sq. Feet
0.4313 Acres
LOT 5
41284 Sq. Feet
0.9477 Acres
221.22'
236.05'
236.05'
236.05'
PROPOSED DEVELOPMENT
SUNNY WAY
SPRINGLAKE
15' GREEN AREA
A =25.52'
R =15.33'
78.11'
79.60'
79.60'
173.26'
PRIVATE ROW AND GATE
6' WALK
50 FT. PUBLIC ROW
30.0'
50.0'
SLIDING GATE
END PUBLIC ROW
6' WALK
A=95.06'
R=65.16'
49.06'
97.00'
97.00'
172.27'
A=520.89' R=26999.16'
CB=S 00°44'26" W CD=520.88'
THOMAS STREET
LOT 204
205.49'
SPRING LAKE PHASE V
LOT 203
182.20'
CLOVER COVE
955 CLOVER COVE
975 CLOVER COVE
1005 CLOVER COVE
SPRING LAKE PHASE V-B
N 00°23'28" W 433.30' A.P.S.
N 00°37'03" W 433.30' A.P.R.
297.24'
PART OF PARCEL 101A-02-211-00
NOT A SURVEY
LOT 4
26841 Sq. Feet
0.6162 Acres
LOT 3
22830 Sq. Feet
0.5241 Acres
LOT 2
22830 Sq. Feet
0.5241 Acres
LOT 1
39890 Sq. Feet
0.9158 Acres
235.37'
235.37'
235.37'
15' GREEN AREA
0
60
120
180
LOT 202
DOGWOOD DRIVE
1/2" REBAR (SET)
110.21'
N 89°18'47" E A.P.R.
97.00'
97.00'
166.38'
MAG NAIL (SET)
S 89°32'27" W 485.58' A.P.S.
IRON PIN (FOUND) AT 70.61 FT.
PRIVATE DRIVE TO BE LEFT OPEN FOR ACCESS TO LOT
SPRING LAKE PHASE V
SPRING LAKE PHASE II
LOT 201
LOT 200
LOT 199
LOT 35
LOT 34
LOT 33
LOT 32
LOT 31
172.81'
MORNING GLORY CIRCLE
BITTERSWEET CIRCLE
REX B. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR PLS 2423
STATE OF MISSISSIPPI
LANDMARK SURVEYING ASSOCIATES
P.O. BOX 1328
SALTILLO, MS. 38866 (662) 869-2478
REX B. SMITH MS P.L.S. 2423

APPENDIX J

City of Tupelo
Planning Committee Meeting
June 1, 2026, 6:00 PM

Project: Major Subdivision

Project Proposal Summary: Sunny Way Springlake subdivision, 8 lots

Planning Committee Action Required: Public Hearing to consider recommendation of approval, disapproval, or deferment of the preliminary plat (3.2.1)

Application Number:	MAJSUB26-03	**Application Type:** Major Subdivision
Parcel Numbers:	101A-02-211-00	Meeting Date: June 1, 2026
Applicant:	Vindo Kumar	Owner/developer
Location:	West side of South Thomas Street, south of Yates Acres subdivision	
Purpose:	Preliminary Plat Approval	
Present Zoning:	MDR	
Existing Land Use:	Vacant	
Size of Property:	6.65 acres	
Surrounding Land Use and Zoning:	Medium Density Residential on all sides	
Future Land Use:	residential	
Applicable Regulations:	12.10.15 Subdivisions, Action by Planning Committee;4.8.4, Development Standards in Medium Density Residential zoning district.	

Driving Directions: From City Hall proceed west on Main Street to Thomas Street; south on Thomas Street; subject property is on the right past Pendleton Avenue.

Special Information: The property connects to the Spring Lake street system and was bought from the owners of that development, but is not otherwise connected.

STAFF ANALYSIS

Development Code Review:

12.10.15 (3)

The preliminary plat shall be approved by the Planning Committee if it meets the following criteria:

(a) Conforms with all the provisions and requirements of applicable adopted plans, including but not limited to the Comprehensive Plan, greenways plans, or transportation plans;

(b) Conforms with all the provisions and requirements of this Code; and

(c) Conforms with all the provisions and requirements of other applicable Codes not included in this Code.

Use: Proposed use is for single family residential which is a use by right in MDR.

Lots, Setbacks, and Boundary Lines:
Residential lots proposed adjacent to existing residential lots may not be smaller than 75% of the average size of the adjacent lots. The development adjoins lots in the Spring Lake development and in the Yates Acres subdivision; proposed lots meet the minimum size standard for this requirement. Because the new development is planned to be consistent with the Spring Lake development pattern, which was established prior to the current zoning of Medium Density, the lots exceed the maximum lot size for MDR. This point is addressed as a variance request on the present agenda.

Block Length: Maximum block length in the zoning district is 750 feet. The length of the block created by the subdivision is less than 500 feet.

Traffic Impact: Access drive ingress/egress is proposed by connection to Wisteria Drive on the west and a gated exit onto Thomas Street on the east. The exit to Thomas will allow traffic from the new development to avoid having to drive through Spring Lake to the main exit.

Storm Water Management/Drainage: No storm water/drainage plan submitted, will be reviewed as part of subdivision construction application.

Streets. The street rights of way meet the minimum dimensions.

Sidewalks: Sidewalks are not shown on the preliminary plat. Section 6.8.7.2 (2) allows the sidewalk requirement to be waived on a finding that there are no sidewalks existing or planned to which the new subdivision could be connected. There are no sidewalks in the vicinity to be connected to.

Utilities:. Final utility access will be reviewed as part of subdivision construction application.

Lighting Plan: No proposed lighting plan submitted, will be reviewed as part of subdivision construction application.

Buffers:. Low intensity residential use is not required to provide buffers against adjacent properties.

Tree Survey: No tree survey submitted.

Open Space: 10% required (.67 acres); two areas of green space are shown; area is not calculated but appears to be sufficient.

Allowable Variances and Administrative Adjustments: Sidewalk requirement is waived.

Summary Analysis and Recommendations: The proposed subdivision is intended to be compatible with the development pattern of the adjacent Spring Lake subdivision, which is why the lots will require a variance to match those larger lot sizes rather than having smaller lots that fit the MDR maximum size standard. The recommendation is for approval contingent on approval of the concurrent variance application.

Note: All Major Subdivision decisions are recommendations to the City Council. Tupelo City Council must approve any Major Subdivision to provide the development with a permit (3.1.1)

AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE July 15, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR MAY 11, 2026 AND JUNE 8, 2026 **DRB**

Request: DRB

In the matter of creation of approval of Major Thoroughfare Committee Minutes for May 11, 2026 and June 8, 2026

Tupelo Major Thoroughfare Program Minutes

Date: 05/11/2026 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:00 PM

ROLL CALL: Jennifer Robertson

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Greg Pirkle Dan Rupert Robin Hare Danny Riley Stuart Johnson Bill Cleveland
Robert Traylor David Rumbarger Drew Robertson Ted Roach Charlotte Loden Ernie Joyner

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Raphael Henry George Jones Terry Bullard Jon Milstead

OTHERS PRESENT:

Jennifer Robertson Dennis Bonds John White Kelly Knight Johnny Timmons Ben Logan
Don Lewis Bentley Nolan Janet Gaston

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the March 10, 2026 Major Thoroughfare Program regular meeting.. Dan Rupert made a motion to accept the minutes. Ernie Joyner seconded the motion. Chairman Greg Pirkle also asked the Committee to review and approve the minutes of the April 13, 2026 Major Thoroughfare Program regular meeting. Ernie Joyner made the motion to accept the minutes. Dan Rupert seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hannah was on vacation and no Financial Report was available.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Northern Loop (New Connector Road to NTP)
  Will be designed in house, advertised and bid. Decision to proceed with award will depend on available Maintenance Funds.
- New Road (Gloster to Northern Loop)
  - Phase 1 (Gloster to rear of Target) is substantially complete. Asphalt Surface, Striping, and signalization will be done to match Target opening date.
  - Work is proceeding on Phase 2 Section from rear of Target to the Northern Loop Contract Completion date is 11/03/26. Expect to be completed well ahead of November deadline.
  - Current Activity:
  - Box Culverts are now completed - some backfill work to be completed
  - Finishing placing and backfilling crossdrains
  - Placing select borrow material to finish building up the roadbed
- Jackson Street (Madison to Front)
  - Project close out

Open Discussion

Greg Pirkle mentioned the Engineering Selection Committee would be selected soon and probably begin meeting around July.

Chairman Greg Pirkle

Recorded by Dennis Bonds

Submitted by Dennis Bonds

APPENDIX K

Tupelo Major Thoroughfare Program Minutes

Date: 06/8/2026 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 4:49 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Greg Pirkle Dan Rupert Danny Riley Jon Milstead Ted Roach Ernie Joyner Drew Robertson

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Raphael Henry Bill Cleveland George Jones Robert Traylor David Rumbarger
Charlotte Loden Robin Hare Stuart Johnson Terry Bullard

OTHERS PRESENT:

Brent Spears Dennis Bonds Kim Hannah Hayden Harris Kelly Knight Johnny Timmons
Ben Logan Don Lewis Janet Gaston

Approval of Minutes

Jennifer Roberson was out of town and unable to get the minutes from the May 11, 2026 meeting. Minutes will be ready to for the Committee to approve at the next meeting.

Budget Report

Kim Hannah reviewed the Major Thoroughfare Phase VII Budget Report for the month ending May 31, 2026. Beginning Cash Balance was $1,712,922. Total Revenue from Property Tax was $121,622, Interest Earned was $10,224. Total Revenue was $131,846. Total Expenditures for May were $528,264, $14,810 for personnel cost, $146,785 for West Jackson St. (Madison to Front), and $366,670 for Barnes Crossing to Gloster (New Road). Ending Cash Balance for May is $1,316,504

.

Current Projects

Dennis Bonds reviewed updates on the current projects

- West Barnes Crossing Curb & Gutter (Natchez Trace Bridge to Crossroads Blvd)
  Design is completed, completing specs and plans final assembly. Will be advertised for bid ASAP.
- New Road (Gloster to Northern Loop)
  - Phase 1 (Gloster to rear of Target) is substantially complete. Asphalt Surface, Striping, and signalization will be done to match Target opening date.
  - Work is proceeding on Phase 2 Section from rear of Target to the Northern Loop. Contract Completion date is 11/03/26. Expect to be completed well ahead of November deadline.
  - Current Activity:
  - Final lift of select borrow material is placed on entire roadway
  - Crushed Limestone place on 87% of roadway
- Jackson Street (Madison to Front)
  - Project close out

Open Discussion

Chairman Greg Pirkle informed the committee the next thing they needed to do was have a Engineering selection committee. He told the group who he would like to be on the committee. He listed Terry Bullard, Bill Cleveland, George Jones, John Milstead, Drew Robertson, Dan Rupert, Robin Haire, and Stuart Johnson.

Chairman Greg Pirkle

Recorded by Dennis Bonds

Submitted by Dennis Bonds

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE July 15, 2026

SUBJECT: IN THE MATTER OF BID AWARD APPROVAL FOR THE BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD) AND BRIDGE #97 (RANKIN BLVD EXT) 2026-030PW - **KWK**

Request:

We are requesting the approval to award the bid for the Bridge Repair for Bridge #69 (Colonial Estates Rd) and Bridge #97 (Rankin Blvd Ext) Bid No. 2026-030PW to the following –

Lowest and Best Bidder –

M&N Excavators, Inc. $162,919.50

Other Bids Received –

Phillips Contracting Co., Inc.	$173,494.00
Talbot Brothers Contracting Co., Inc.	$244,620.00
Century Construction Group, Inc.	$293,565.00

COOK COGGIN ENGINEERS, INC.
CONSULTANTS

3-10289-26P

July 13, 2026

Todd Jordan, Mayor
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLVD. EXTENDED), BID NO. 2026-030PW TUPELO, MS

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the tabulation is enclosed along with the original bids.

Please note that **M&N EXCAVATORS, INC.** submitted the low BID of **$162,919.50.**

Therefore, given the Tabulated Bids and designated budget, results indicate an award to **M&N EXCAVATORS, INC.** in the amount of their total BID for a contract award of **$162,919.50.**

Please advise should there be concerns.

Clint Hawkins, P.E.
Project Engineer

Copy To: M&N Excavators, Inc., 19 County Road 418, Oxford, MS 38655

703 Crossover Road • Tupelo, MS 38801 • (662) 841-7381 / FAX (662) 844-4564

APPENDIX L

TABULATION OF BIDS
CITY OF TUPELO
BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD) &
BRIDGE #97 (RANKIN BLVD, EXTENDED), BID NO. 2026-030PW
3-10289

CCE CONSULTANTS
COOK COGGIN ENGINEERS, INC.
703 Crossover Road Tupelo, MS 38801 (662) 842-7381 / FAX 844-4564

July 9, 2026 @ 10:00am Tupelo City Hall, 71 East Troy Street, Tupelo, MS 38804				26445-MC M&N Excavators, Inc. 19 County Road 418 Oxford, MS 38655		00229-MC Phillips Contracting Co., Inc. P.O. Box 7530 Columbus, MS 39705		02174-MC Talbot Bros. Contracting Co., Inc. P.O. Box 364 Nesbit, MS 38651		11403-MC Century Construction Group, Inc. P.O. Box 1368 Tupelo, MS 38802	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	EXT										
BASE BID											
1	Mobilization	1	LS	$ 15,500.00	$ 15,500.00	$ 24,000.00	$ 24,000.00	$ 97,000.00	$ 97,000.00	$ 30,000.00	$ 30,000.00
2	Maintenance of Traffic	1	LS	$ 11,000.00	$ 11,000.00	$ 9,000.00	$ 9,000.00	$ 76,000.00	$ 75,000.00	$ 100,000.00	$ 100,000.00
3	Piling Splices	90	LinFt	$ 865.00	$ 77,850.00	$ 600.00	$ 54,000.00	$ 170.00	$ 15,300.00	$ 350.00	$ 31,500.00
4	Bridge Concrete, Class "B"	7	CuYd	$ 4,250.00	$ 29,750.00	$ 10,000.00	$ 70,000.00	$ 5,000.00	$ 35,000.00	$ 14,000.00	$ 98,000.00
5	Reinforcement	327	Lbs	$ 18.00	$ 5,886.00	$ 2.00	$ 654.00	$ 10.00	$ 3,270.00	$ 25.00	$ 8,175.00
6	3-1/2"x 3-1/2"x 5/16" Angle Bracing	234	LinFt	$ 98.00	$ 22,932.00	$ 60.00	$ 14,040.00	$ 75.00	$ 17,550.00	$ 110.00	$ 25,740.00
7	Floating Turbidity Curtain	150	LinFt	$ 0.01	$ 1.50	$ 12.00	$ 1,800.00	$ 10.00	$ 1,500.00	$ 1.00	$ 150.00
	TOTAL BASE BID				$ 162,919.50		$ 173,494.00		$ 244,620.00		$ 293,565.00

APPENDIX L

- 88 -

Item # 12.

Minute Entry Sign Up Sheet

Date: 7/9/2026
Time: 10:00

Bid # 2026-030PW Department: PW

Project: BRIDGE REPAIR #69 & #97

Attendance	Company
Cade Armstrong	COT
CLINT HAWKINS	CCE
[illegible]	COT
Allen Tatum	Phillips Cont.
Tim Hanna	COT
Stephen Read	COT

APPENDIX L

Bid Opening
Bridge Repair for Bridge #69 (Colonial Estates Rd) &
Bridge #97 (Rankin Blvd. Extended)
Bid No. 2026-030PW
Tupelo City Hall
71 East Troy Street
Tupelo, MS 38804
July 9, 2026 @ 10:00 AM

11403-MC Century Constr. Group, Inc. Base Bid $ 293,565
P.O. Box 1366
Tupelo, MS 38802
P: 662-844-3331 11403-MC
F: 662-842-7052 Traveler 5%
Asbestos Abatement or Removal; Box Culverts; Building Construction; Construction Management; Demolition; Excavation, Grading & Drainage; Heavy Construction; Highway, Street and Bridge Construction; Mechanical Work; Municipal and Public Works Construction

24198-MC Hope Enterprises, LLC Base Bid $ _____
191 Devereaux Dr
Natchez, MS 39120
P: 662-436-7123
Building Construction; Electrical Work; Heavy Construction; Highway, Street and Bridge Construction; Mechanical Work

26445-MC M&N Excavators, Inc. Base Bid $ 162,919.50
19 County Road 418
Oxford, MS 38655 26445-MC
P: 662-380-5285 Allegiance 5%
Building Construction; Construction Management; Highway, Street and Bridge Construction; Municipal and Public Works Construction

00229-MC Phillips Contracting Co., Inc. Base Bid $ 173,494
P.O. Box 7530
Columbus, MS 39705
P: 662-328-6250
F: 662-329-3291
Building Construction; Heavy Construction; Highway, Street and Bridge Construction; Municipal and Public Works Construction

00229-MC
Fidelity 5%

10289

Bid Opening
Bridge Repair for Bridge #69 (Colonial Estates Rd) &
Bridge #97 (Rankin Blvd. Extended)
Bid No. 2026-030PW
Tupelo City Hall
71 East Troy Street
Tupelo, MS 38804
July 9, 2026 @ 10:00 AM

02174-MC Talbot Bros. Contracting Co., Inc. Base Bid $ 244,620

P.O. Box 364
Nesbit, MS 38651
P: 662-429-7291
F: 662-429-7250
Building Construction; Foundations; Heavy Construction; Highway, Street and Bridge Construction; Municipal and Public Works Construction 02174-MC

Travelers 5%

SITE WORK • UTILITIES • CONCRETE • GENERAL CONTRACTING

ADDRESSEE:

TUPELO CITY HALL, TAX OFFICE, ATTENTION: CADE ARMSTRONG, 71 EAST TROY STREET, TUPELO, MS 38804

BID OF:

M & N EXCAVATORS, INC.

PERMANENT ADDRESS:

19 COUNTY ROAD 418
OXFORD, MS 38655

FOR:

CITY OF TUPELO

BRIDGE REPAIRS FOR BRIDGE #69 (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLV. EXTENDED)

BID NO. 2026-030PW

DATE:

JULY 9TH, 2026 AT 10:00 AM

CERTICATE OF RESPONSIBITY NUMBER:

26445-MC

PO Box 2 FORD MS 38655
PHONE: 662-5 FAX: 662-513-4279
EMAIL: INFO@MNEXC.COM

APPENDIX L

COOK COGGIN ENGINEERS, INC.
CONSULTANTS

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLVD. EXTENDED)

FOR

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI



BID NO 2026-030PW
CCE 3-10289-26P

JUNE 2026

703 Crossover Road • Tupelo, MS 38801 • (662) 842-7381 / FAX (662) 844-4564

APPENDIX L

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLVD. EXTENDED)

FOR

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

CITY OF TUPELO
Mayor Todd Jordan

Alder(wo)men:
Janet Gaston
Lynn Bryan
Travis Beard
Nettie Davis
Bently Nolan
Chad Mims
Rosie Jones

Ben Logan, City Attorney
Kim Hanna, Chief Financial Officer

COOK COGGIN ENGINEERS, INC.
703 Crossover Road
Tupelo Mississippi 38801

ASSEMBLY OF SPECIFICATIONS AND CONTRACT DOCUMENTS
BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD)
& BRIDGE #97 (RANKIN BLVD. EXTENDED)
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

CONTRACTS:

00 11 13	Advertisement for Bids
00 21 13	Instructions for Bidders
00 41 43	Bid Form
00 43 13	Bid Bond
00 51 00	Notice of Award
00 52 13	Contract Agreement
00 55 00	Notice to Proceed
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 62 00	Owners Attorney
00 71 99	Certificate of Liability Insurance (Sample Form)
00 72 00	General Conditions
00 72 02	Mandatory Addendum to Tupelo Contracts
00 73 01	Supplemental General Conditions

SPECIFICATIONS:

01 06 02	General Specifications for Bridge Improvements

SPECIAL PROVISIONS:

SS 901-S-803-1	LRFD Drive Pile Specifications
SS 901-S-804-1	Concrete Bridges & Structures

SPECIFICATIONS BY REFERENCE:
Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition



ADVERTISEMENT FOR BIDS

Separate and sealed bids or electronic bids for the construction of ***BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLVD. EXTENDED), BID NO. 2026-030PW*** will be received by the ***CITY OF TUPELO*** until ***10:00 A.M.*** on ***THURSDAY THE 9TH DAY OF JULY 2026*** and then at said office publicly opened and read aloud. Sealed bids will be received until the designated date and time at ***TUPELO CITY HALL, TAX OFFICE, ATTENTION: CADE ARMSTRONG, 71 EAST TROY STREET, TUPELO, MS 38804.*** Electronic bids will be received until the date and time via electronic online submission through www.cceplanroom.com.

This project consists of pile splicing and other associated bridge repairs.

The Contract Documents may be examined at the following locations: ***TUPELO CITY HALL, 71 EAST TROY STREET, TUPELO, MS 38804,*** and Cook Coggin Engineers, Inc., 703 Crossover Road, Tupelo, Mississippi 38801.

Registering for a free account at www.cceplanroom.com will enable bidders to view and/or order Contract Documents online. The only requirement for account registration is a valid email address. Questions regarding website registration or online orders shall be directed to Plan House Printing at (662) 407-0193.

Contract Documents are issued to potential Bidders from Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804. Bidders may opt to purchase Contract Documents online at www.cceplanroom.com. All payments for Bid Documents are non-refundable and shall be made payable to Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing, on behalf of the Engineer, and whose name appears on the official list of Plan holders maintained by Plan House Printing.

Each bidder must deposit with this bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. For Bidders submitting bids electronically, the bond submitted must be either a bond issued by the Surety in electronic format or the original hard copy of the bid bond must be submitted to the ***CITY OF TUPELO, TAX OFFICE, ATTENTION: CADE ARMSTRONG, 71 EAST TROY STREET, TUPELO, MISSISSIPPI 38804***, prior to bid opening in order for the bid to be valid.

No Bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish surety bonds subject to the conditions provided in the Information for Bidders.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid.

A conditional or qualified Bid will not be accepted. Award will be made to the lowest or best responsible, responsive Bidder.

The Owner reserves the right to waive any informality or to reject any or all Bids.

CITY OF TUPELO
MAYOR TODD JORDAN

Publish: June 5, 12, 2026

APPENDIX L

INSTRUCTIONS FOR BIDDERS

Bids will be received by the Owner at the time and place designated in the Advertisement for Bids, and then at said office publicly opened and read aloud.

BIDDING As a condition precedent to the opening of a Bid, Bids, when submitted as a paper version shall be sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope.

(1) Addressee: Name of the Owner

(2) For: Name of the project and contract designation for which the Bid is submitted.

(3) Bid of: Name of Person or Firm submitting the Bid.

(4) Permanent Address of the Bidder: Post Office Box Number, or Street Address, and the City and State of the Bidder.

(5) Certification: Certificate of Responsibility Number as issued by the Mississippi State Board of Public Contractors or a statement signifying the Bid is not in excess of $50,000.00.

PAPER BIDS If a Bid is delivered by mail or commercial courier, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as above.

ELECTRONIC BIDS **Electronic bidding ONLY applies when the ADVERTISEMENT FOR BIDS indicates Electronic Bidding.**

As a condition precedent to the opening of a Bid, Bids submitted electronically shall meet the same functional and documentary requirements (Bid Form, Bid Bond, documents, certifications, attachments, etc.) as above for Bids submitted in paper form. Unless provided for otherwise, Bids submitted electronically shall be scanned images of completely executed bid documents delivered to the Owner in Portable Document Format (PDF). Bids may be submitted electronically either as an assembly in a single bookmarked PDF file or as an ordered series of multiple PDF files. The first page of the PDF assembly, or the first PDF file in an ordered series of multiple file Bids, shall display the same information that is required to be written on the outside or face of the envelope for Bids submitted in paper form. Bids submitted electronically that are corrupt or have corrupted attachments will not be considered.

ALL BIDS (PAPER OR ELECTRONIC) The Bidder's contract designation as issued by the Mississippi State Board of Contractors must coincide with the type of project he is bidding.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by the plan house designated on the advertisement for bids, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by the Owner.

No Bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time receiving Bids must be submitted when required by the Owner.

All Bids must be made on the required Bid Form with all Addenda acknowledged. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall submit with the Bid a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead submitted with his Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Each Bidder is responsible for inspecting the site and reading and being thoroughly familiar with the contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid. Bidders must satisfy themselves of the accuracy of any estimated quantities on the Bid Form by examination of the site and a review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Owner shall provide to Bidders prior to Bidding, information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the

total amount of the Bid and have as a surety thereon a Surety company currently authorized and licensed in good standing to conduct business within the State. Bid Bonds shall be executed by a Mississippi agent or a qualified nonresident agent. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State to represent Surety companies. A certified check may be used in lieu of a Bid Bond.

A conditional or qualified Bid will not be accepted.

AWARD The Owner has the right to reject any and all Bids.

The award will be made based on the lowest and best bid for the base bid or for the base bid and any combination of alternate bids, as the Owner chooses.

The responsiveness of the Bidder will be determined by the completeness and regularity of the Bid, without excisions or special conditions and having no alternative Bids for any items unless provided for on the Bid Form. The responsibility of the Bidder will be determined by whether or not he maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established and has adequate financial status to meet his obligations contingent to the work.

Performance and Payment Bonds and Certificates of Insurance are NOT REQUIRED for MATERIAL ONLY CONTRACTS.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the

OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

THE CONTRACT Where all or part of the work is to be unit price work, the estimated item quantities set out in the Bid form are not guaranteed and are solely for the purpose of comparison of Bids; payment will be made on the actual quantity of each item installed and accepted. It is understood that the quantities of items may be increased and decreased for which payment will be made at the unit price Bid. It is also understood that the location of some work items may be changed from that shown on the drawings and such change in location shall be made at the unit price Bid for the various items of work involved.

Included in these documents is the "Prime Consultant/Contractors EEV Certification and Agreement". This document must be executed and made part of the contract after award. It does not have to be executed at the time of the bidding.

If multiple contracts are bid, each contract will be amended by strikethrough of non-applicable contract wording to clearly identify which contract is being awarded. The following sections will be amended in this manner: 00 51 00 Notice of Award, 00 52 13 Contract Agreement, 00 55 00 Notice to Proceed, 00 61 13.13 Performance Bond, 00 61 13.16 Payment Bond.

INTERPRETATIONS AND ADDENDA Should a Bidder find discrepancies in, or omissions from the specifications or other contract documents, or should he be in doubt as to the meaning of any part thereof, he should at once submit to COOK COGGIN ENGINEERS, INC., P.O. Box 1526, Tupelo, Mississippi 38802, a written request for an interpretation. No oral interpretation will be made to any Bidder as to the meaning of any of the Contract Documents, or no oral interpretation shall be effective to modify any of the provisions of the contract documents. The Engineers will make interpretations by duly issued Addenda which will be mailed or delivered to Bidders of record receiving copies of the Contract Documents; and neither the Owner nor the Engineers will be responsible for any other explanation or interpretation of the documents.

APPENDIX L

STORM WATER POLLUTION PREVENTION The Mississippi Department of Environmental Quality (MDEQ) is the National Pollutant Discharge Elimination System (NPDES) permit authority for the State of Mississippi. Current regulations require NPDES stormwater construction discharge permit coverage for construction activities which disturb one or more acres of land, or less than one acre if part of a larger common plan of development or sale.

BID FORM

Proposal of MtN Excavators, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Kansas, doing business as a Corporation

* to ***CITY OF TUPELO*** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for ***BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) BRIDGE #97 – (RANKIN BLVD. EXTENDED)*** in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $800.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

NONE

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Project #10289

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE REPAIR FOR BRIDGES #69 & 97 (COLONIAL ESTATES RD & RANKIN BLVD EXT)					
BASE BID					
1	Mobilization	1	LS	$ 15500.00	$ 15500.00
2	Maintenance of Traffic	1	LS	$ 11000.00	$ 11000.00
3	Piling Splices	90	LinFt	$ 865.00	$ 77850.00
4	Bridge Concrete, Class "B"	7	CuYd	$ 4250.00	$ 29750.00
5	Reinforcement	327	Lbs	$ 18.00	$ 5886.00
6	3-1/2" x 3-1/2" x 5/16" Angle Bracing	234	LinFt	$ 98.00	$ 22932.00
7	Floating Turbidity Curtain	150	LinFt	$ 0.01	$ 1.50
				TOTAL BASE BID PRICE	$ 162,919.50

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
Riverside Traffic Systems, Inc.	1283 St. Hwy 178 W. New Albany, MS 38652	Maintenance of Traffic	$11,000.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of 5% of _____ Dollars, ($ 162,919.50) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

✓ Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 9th day of July, 2026.

By _____ Title President

Company M+N Excavators, Inc.

Address 19 CR 418, Oxford, MS 38655

Phone 662-380-5285

Employer Identification No. 831628283

Email Address Carry.gillespie@mnexc.com

SEAL ~~(If bid is by~~ a corporation.)

M&N Excavators, Inc. CORPORATE SEAL 2020 KANSAS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, M & N Excavators, Inc.

as Principal, and Allegheny Casualty Company

as Surety, are hereby held and firmly bound unto ***CITY OF TUPELO*** , as owner in the penal sum of Five Percent (5%) of the Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 9th day of July, 20 26.

The condition of the above obligation is such that whereas the Principal has submitted to ***CITY OF TUPELO*** a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the ***BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) BRIDGE #97 – (RANKIN BLVD. EXTENDED)***

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

M & N Excavators, Inc., 19 County Road 418, Oxford, MS 38655

Larry Gillespie, President Principal

M & N Excavators, Inc. CORPORATE SEAL 2020 MISSISSIPPI

Allegheny Casualty Company, One Newark Center, 20th Floor, Newark, NJ 07102 (800) 333-4167

Surety

SEAL

By:

Veronica Lawver, Attorney-in-Fact
MS License No. 10778118

allegheny CASUALTY COMPANY
One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Marina Tapia, Rachel A Mullen, KD Wapato, Abigail E Curtiss, Debra J Scarborough, Christy M Braile, Teresa D Kelly, Caitlyn Magennis, Lourdes Scheel, Hillary D Sheperd, Sandra Corona, Walker Wilks, Ivette Bustos, Chase Seyforth, Robert F. Laing, Veronica Lawver, Maegen I Allhands, Jason Fomenko, Kathleen Coen, Adam Martin, Amy S Fulton, Kristin D Thurber, Erin C Lavin, April M. Terbay, Danielle R. Capps, Kayla A. Woodward, Rebecca S. Leal

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December 2021

ALLEGHENY CASUALTY COMPANY CORPORATE SEAL 1938 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

Robert Karanick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.

Michele A. Aleman NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A Aleman, a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 9th day of July, 2026.

ALLEGHENY CASUALTY COMPANY CORPORATE SEAL 1938 NEW JERSEY

James Portman, Secretary

ACC-9001 (08/21)

APPENDIX L

Item # 12

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD) BRIDGE #97 (RANKIN BLVD. EXT.)

Termini: CITY OF TUPELO

Prime Consultant: M&N Excavators, Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

114456
EEV* Company Identification Number [Required]

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

BY: _____ 7-9-2026
Authorized Officer or Agent — Date

Gillespie — President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

M & N Excavators, Inc. CORPORATE SEAL 2020 KANSAS

SWORN TO AND SUBSCRIBED before me on this the 9th day of July, 2026.

Terry F King
NOTARY PUBLIC
My Commission Expires: 3-17-2027

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

★ STATE OF MISSISSIPPI ★
TERRY FRANCES KING, NOTARY PUBLIC
PONTOTOC COUNTY
MY COMMISSION EXPIRES MARCH 16, 2027
COMMISSION NUMBER 55239

APPENDIX L

NOTICE OF AWARD

DATE: _____

TO: _____
_____
_____

PROJECT DESCRIPTION: ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)***

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 20___.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this ___ day of _____ 20__.

CITY OF TUPELO
Owner

By Todd Jordan

Title Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

this _____ day of _____,20___.

By _____

Title _____

CONTRACT AGREEMENT

This Agreement, made this the _____ day of _____, 20__, by and between ***CITY OF TUPELO***, hereinafter called the Contractor, and the ***CITY OF TUPELO***, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)*** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated ***JUNE 2026*** and Construction Plans entitled ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)*** Sheets 1 through ___, dated ***JUNE 2026***, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of _____ _____ Dollars ($_____) being the amount of the accepted proposal for ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)*** subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 45 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the

control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of $800.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 3 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: ***CITY OF TUPELO***	CONTRACTOR:
By_____	By_____
Title Mayor Todd Jordan	Title_____
ATTEST:_____	ATTEST:_____
Title_____	Title_____

NOTICE TO PROCEED

TO: _____ DATE: _____

_____

Project: ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)***

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20 __, on or before _____, 20___, and you are to complete the WORK within 45 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

CITY OF TUPELO
Owner

By _____

Title Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By _____

this ___ day of _____,20___.

By _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto _____

CITY OF TUPELO
(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars ($_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) &
BRDGE #97 (RANKIN BLVD. EXTENDED)

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the

OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____
Principal

_____
(Principal) Secretary

BY_____

(SEAL)_____
(Address)

_____
(Address)

_____
(Surety)

ATTEST:

(SEAL)

_____
(Witness to Surety)

BY_____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO
(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____ Dollars
($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) &
BRDGE #97 (RANKIN BLVD. EXTENDED)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (Number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20___.

ATTEST:

_____
Principal

_____
(Principal) Secretary

BY_____

(SEAL)_____

_____
(Address)

_____
(Surety)

ATTEST:

(SEAL)

_____
(Witness to Surety)

BY_____
Attorney-in-Fact

_____
(Address)

_____
(Address)

_____

_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, ***BEN LOGAN,*** the duly authorized and acting legal representative of the ***CITY OF TUPELO***, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ Date: _____

Item # 12.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A :
INSURED	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG $
	☐ POLICY ☐ PRO-JECT ☐ LOC						$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO						BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) $
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE $
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE $
	DED ☐ RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE July 15, 2026

SUBJECT: IN THE MATTER OF CVB BOARD MINS. JULY 7, 2026 **SC**

Request:

Approval of July board minutes.

Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, July 7, 2026

The Tupelo Convention & Visitors Bureau met Tuesday, July 7, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Louis Britton, Ashley Elkins, Leslie Nabors, and Emily Elliott. Staff members present were Jan Pannell, Jennie Bradford Curlee, Pier Cummings, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:02 p.m.

Leslie Nabors made a motion to approve the agenda. Emily Elliott seconded the motion. All voting aye, the motion carried.

Louis Britton moved that the minutes from June 2, 2026, be approved as presented. Ashley Elkins seconded the motion. All voting aye, the motion carried.

Stephanie Coomer presented the financial report.

Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

Stephanie Coomer presented the Order for Tupelo Hardware Company. The Order included an inventory list and purchase agreement for items of personal property that were historic and relevant to the preservation of the Tupelo Hardware story. The Order declared these items as single source items within the meaning of Miss. Code Ann. 31-7-13 (1972, as amended) because they are unique, historically significant, and available from only one source. Emily Elliott moved that the Order be adopted and the motion was seconded by Louis Britton. All voting aye, the Order was adopted.

Stephanie Coomer presented the FY' 27 budget.

The meeting adjourned at 2:47 p.m.

Submitted by:

Emily Elliott, Secretary

Stephanie Coomer, Chairman

APPENDIX M

ORDER

AN ORDER DECLARING CERTAIN HISTORIC MEMORABILIA AND RELICS LOCATED WITHIN THE HISTORIC TUPELO HARDWARE BUILDING TO BE NONCOMPETITIVE ITEMS ONLY AVAILABLE FROM THE TUPELO HARDWARE COMPANY, TO AUTHORIZE THE PURCHASE OF THOSE ITEMS, AND FOR RELATED PURPOSES

WHEREAS, the City of Tupelo recently acquired the Tupelo Hardware Building, a historic landmark that is significant to the history and heritage of the City of Tupelo that serves as one of the most prominent attractions of tourism in the city of Tupelo; and

WHEREAS, certain items of personal property currently located within the building are original to, or have long been associated with, the operation and history of the Tupelo Hardware Building; and

WHEREAS, the historical and touristic value of these items is tied to their connection with the Tupelo Hardware Building, and that value would be lost if the items were separated from the building or replaced with similar items; and

WHEREAS, the Tupelo Convention and Visitors Bureau ("Tupelo CVB") has jurisdiction and authority over all matters relating to the establishment, promotion and development of tourism and conventions and related matters within the City of Tupelo, Mississippi, and is authorized to contract for the construction, furnishing, equipping and operation of any and all facilities necessary or useful in the promotion of tourism and conventions; and

WHEREAS, the Tupelo CVB finds that preserving these items with the building is in the best interest of the City and will help maintain the historical integrity of the property and to foster and encourage tourism for generations to come; and

WHEREAS, these items are unique and are available only from the current owner, and the City cannot obtain comparable items from another source that would serve the same public purpose; and

WHEREAS, the Tupelo CVB therefore finds that the items described in Exhibit "A" constitute single source items within the meaning of Miss. Code Ann. § 31-7-13 (1972, as amended) because they are unique, historically significant, and available from only one source; and

WHEREAS, the price to be expended on the items has been negotiated and is fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, that the CVB Board of Directors of the City of Tupelo, Mississippi, finds the following, to wit:

1. The prefatory paragraphs of this Order are hereby found to be true, correct, and accurate and in accordance with the provisions of Miss. Code Ann. § 31-7-13(m)(viii)

(1972, as amended), and shall be incorporated herein as the findings of the CVB Board of Directors of the City of Tupelo.

2. The corresponding purchase agreement and items of personal property included herein as Exhibit "A" are approved and declared to be single-source items which may be purchased, without the need for competitive bidding, and for the agreed upon price of One Hundred and Twenty-Two Thousand Seven Hundred and Ten Dollars ($122,710).

After a full discussion of this matter, Board Member Emily Elliott moved that the foregoing Order be adopted and said motion was seconded by Board Member Louis Britton and with there being no request that it be read aloud, and upon the question being put to a vote, the results were as follows:

Board Member Browning voted	Not Present
Board Member Nabors voted	Affirmative
Board Member Patel voted	Not Present
Board Member Elkins voted	Affirmative
Board Member Britton voted	Affirmative
Board Member Elliott voted	Affirmative
Board Member Coomer voted	Affirmative

The motion having received the affirmative vote of a majority of the members present; the Chair declared the motion carried and the Order adopted.

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Tupelo CVB Board of Directors on this the 7th day of July, 2026.

CITY OF TUPELO, MISSISSIPPI
TUPELO CONVENTION AND VISITORS BUREAU

By: Stephanie Coomer
Stephanie Coomer, Chair

ATTEST:

Secretary

EXHIBIT "A"

Purchase Agreement and Inventory List

TUPELO HARDWARE COMPANY - FIXTURES, FURNITURE & EQUIPMENT PROPOSAL SUMMARY

5-Mar-26

CATEGORY	TOTAL
MERCHANDISE, FIXTURES,	$ 24,460.00
ELVIS MEMORABILIA & EQUIPMENT	
CASE KNIFE INVENTORY	$ 3,220.00
LARGE FIXTURES	$ 88,220.00
ESTIMATE OF REMAINING GOODS	$ 3,950.00
ADDITIONS FROM 6.2.26	$2,860.00
TOTAL	$ 122,710.00
updated on 6.8.26	

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
1	DOOR KNOB & LOCK DISPLAY	TABLE 1	DISPLAY	10	10
1	ONTARIO SWIVAL KNIFE RACK	TABLE 1	DISPLAY	10	10
1	LOCK NUT DISPLAY	TABLE 1	DISPLAY	10	10
1	SHARPENING STONE & DISPLAY	TABLE 1	DISPLAY	10	10
1	BATTERY DISPLAY	TABLE 1	DISPLAY	10	10
1	BRASS BUTTS DISPLAY	EAST WALL	DISPLAY	10	10
1	SCOTTIE SLIDING DOOR DISPLAY	EAST WALL	DISPLAY	10	10
1	KNIFE SHARPENER DISPLAY	SMALL ENG.	DISPLAY	10	10
1	VISE GRIP, PLIER & WRENCH DISPLAY (ON FLOOR)	SMALL ENG.	DISPLAY	20	20
5	CASE KNIFE DISPLAY CASES	SMALL ENG.	DISPLAY	30	150
1	SCHRADE TOOL DISPLAY	SMALL ENG.	DISPLAY	30	30
2	VALSPAR PAINT COLOR DISPLAY	TABLE 1	DISPLAY	20	40
2	METAL DISPLAY CASES	TABLE 3	DISPLAY	20	40
2	REVOLVING CASE KNIFE DISPLAYS	TABLE 3	DISPLAY	30	60
1	SNAP DISPLAY BOARD--FRONT OF FLOYD		DISPLAY	40	40
2	MASTER LOCK DISPLAYS--AS GOING INTO 2nd BUILDING		DISPLAY	10	20
1	HYDE TOOL DISPLAY TURN AROUND STAND		DISPLAY	40	40
2	KNOB DISPLAYS		DISPLAY	20	40
3	BOOK DISPLAY STANDS	ELVIS COUNTER	DISPLAY	15	45
1	THOR SPEEDWAY TOOL DISPLAY		DISPLAY	15	15
1	CORBIN DOOR CLOSER DISPLAY		DISPLAY	10	10
1	VICTOR HACK SAW BLADE RACK		DISPLAY	10	10
1	AMERICA'S BEST POCKET KNIFE DISPLAY		DISPLAY	50	50
1	VARIOUS KINDS OF TRAPS DISPLAY	BY SIDE DOOR	DISPLAY	40	40
14	FRAMED ELVIS PHOTOS/NEWSPAPER ARTICLES	ELVIS COUNTER	ELVIS MEMORABIL	5	70
1	FRAMED PICTURE OF ELVIS MADE FROM BUTTONS	ELVIS COUNTER	ELVIS MEMORABIL	150	150
1	SIGNED GUITAR	ELVIS COUNTER	ELVIS MEMORABIL	400	400
1	PROP RIFLE	ELVIS COUNTER	ELVIS MEMORABIL	50	50
1	BOBO LETTER ABOUT SELLING OF ORIGINAL GUITAR	ELVIS COUNTER	ELVIS MEMORABIL	100	100
1	PICTURE OF MR. BOBO	ELVIS COUNTER	ELVIS MEMORABIL	20	20
1	FRAMED ARTICLE OF AEROSMITH BUYING GUITAR AT THC	EAST WALL	ELVIS MEMORABIL	40	40
11	ELVIS FESTIVAL PICTURES FRAMED	2nd BUILDING	ELVIS MEMORABIL	25	275

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
1	ORIGINAL GUITAR PICTURE FRAMED	EAST WALL	ELVIS MEMORABIL	50	50
3	PACKS ELVIS IN RED POSTCARDS-- MADE FROM BUTTONS	COUNTER	ELVIS MEMORABIL	25	75
1	DIAMOND EDGE TUPELO HARDWARE FRAMED READING	EAST WALL	FRAMED ITEMS	50	50
1	BIG THERMOMETER	TABLE 1	FIXTURES	80	80
1	TABLE DESK LIGHT	TABLE 1	FIXTURES	40	40
1	ESTWING BIG PLASTIC HAMMER	TABLE 3	FIXTURES	40	40
1	ROPE MEASURER OR COUNTER	TABLE 3	FIXTURES	10	10
13	VINTAGE CHAIN HOLDER WOODEN BOXES--UNDER KEY MACHINE TABLE		FIXTURES	40	520
2	WOODEN TREE STANDS--IN FRONT OF KEY MACHINE TABLE		FIXTURES	80	160
4	BRASS FITTING DRAWERS--BY STAIRS		FIXTURES	40	160
1	CASE LIGHTED SIGN--ROUND	ELVIS COUNTER	FIXTURES	60	60
1	CASE 100th ANNIVERSARY DISPLAY MEDALLION	ELVIS COUNTER	FIXTURES	40	40
1	DIAMOND WRENCH DISPLAY BOARD	2nd BUILDING	FIXTURES	250	250
1	DIAMOND PLIERS DISPLAY BOARD	2nd BUILDING	FIXTURES	250	250
1	DIAMOND SLIP JOINT PLIERS DISPLAY BOARD	2nd BUILDING	FIXTURES	250	250
1	DIAMOND VARIOUS TOOLS DISPLAY BOARD	2nd BUILDING	FIXTURES	250	250
1	DIAMOND SNIPS DISPLAY BOARD	2nd BUILDING	FIXTURES	250	250
1	HELLER TOOL COMPANY FILE DISPLAY BOARD	2nd BUILDING	FIXTURES	250	250
1	MIRRO-MATIC BOX		FIXTURES	20	20
420	WOODEN BOXES	EAST WALL	FIXTURES	25	10500
2	RACKS OLD KEY BLANKS		FIXTURES	30	60
7	NAIL SETS		FIXTURES	15	105
2	MODERN WEIGHING SCALES	EAST WALL	FIXTURES	25	50
1	MR. BILLY'S STOOL CHAIR		FIXTURES	50	50
6	AMERICAN BANNERS		FIXTURES	25	150
4	TUPELO HARDWARE PICTURES	2nd BUILDING	FIXTURES	20	80
2	GUMTREE FESTIVAL POSTERS FRAMED	2nd BUILDING	FRAMED ITEMS	20	40
1	COLLECTABLE BRIGGS AND STRATON MINIATURE COOLER/GRILL		FIXTURES	50	50
2	ANTIQUE GUM BALL MACHINES---1 SQUARE 1 ROUND		FIXTURES	50	100
1	5 DRAWER WOODEN CABINET		FIXTURES	200	200
1	OLEPUT POSTER FRAMED	2nd BUILDING	FRAMED ITEMS	20	20
1	ROOTS OF ELVIS FRAMED PICTURE	EAST WALL	FRAMED ITEMS	20	20

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
3	HANDPAINTED PICTURES OF TUPELO HARDWARE		FRAMED ITEMS	20	60
4	PICTURES OF THINGS IN THC STORE (SOME FRAMED & SOME NOT)		FRAMED ITEMS	10	40
4	PICTURES OF OFF SITE THINGS		FRAMED ITEMS	10	40
1	PICTURE OF DESTRUCTION	ELVIS COUNTER	FRAMED ITEMS	20	20
4	HEAVY BRASS HOSE BIBB	TABLE 1	MERCHANDISE		0
1	CAMPING COOLER CAN	TABLE 1	MERCHANDISE		0
1	MEAT GRINDER	TABLE 1	MERCHANDISE		0
2	VINTAGE CAN OPENERS	TABLE 1	MERCHANDISE		0
1	GAL. BROWN JUG	TABLE 1	MERCHANDISE		0
2	DOOR LOCKS	TABLE 1	MERCHANDISE		0
1	BOX OF 12 STRAIGHT LINE CHALK	TABLE 1	MERCHANDISE		0
32	STICKS FLAT SOAPSTONES	TABLE 1	MERCHANDISE		0
1	STEP LADDER	TABLE 1	MERCHANDISE		0
1	SCREEN & COMBINATION DOOR LOCK	TABLE 1	MERCHANDISE		0
1	CONFECTIONARY SCALE	TABLE 1	MERCHANDISE		0
1	WEIGHING SCALE	TABLE 1	MERCHANDISE		0
2	CLEAR GLASS LOOP JARS	TABLE 1	MERCHANDISE		0
2	HANGING JUG	TABLE 1	MERCHANDISE		0
1	TABLE FAN	TABLE 1	MERCHANDISE		0
8	RANGERLITE FLASHLIGHTS	TABLE 1	MERCHANDISE		0
1	BIG LODGE BLACK POT	TABLE 1	MERCHANDISE		0
2	FLY SWATTERS	TABLE 1	MERCHANDISE		0
1	2ft. ALUMIUM LEVEL	TABLE 1	MERCHANDISE		0
1	HOG HANGER	TABLE 1	MERCHANDISE		0
1	STRAP TIGHTENER	TABLE 1	MERCHANDISE		0
2	HAND HELD SPRAYERS	TABLE 1	MERCHANDISE		0
1	PAINT SPRAYER	TABLE 1	MERCHANDISE		0
1	TENNIS RACKET	TABLE 1	MERCHANDISE		0
2	GALVANIZED BUCKET	TABLE 1	MERCHANDISE		0
4	VARIOUS SIZES METAL ESTWING PANS	TABLE 1	MERCHANDISE		0
1	NEEDLE & SHUTTLES HOLDER	TABLE 1	MERCHANDISE		0
1	HEAVY CASTER WHEEL	TABLE 1	MERCHANDISE		0

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
1	BIG MACHINE WHEEL	TABLE 1	MERCHANDISE		0
1	BALAN SAW CASE	TABLE 1	MERCHANDISE		0
1	SLATTED FOLDING WOODEN TABLE	TABLE 1	MERCHANDISE		0
1	PEG WOODEN DOWELS W/LEATHER STRAPS- MAYBE FOR HORSES	TABLE 1	MERCHANDISE		0
1	NELSON METAL YARD SPRINKLER	TABLE 1	MERCHANDISE		0
1	GUN POWDER CAN	EAST WALL	MERCHANDISE		0
4	MILLER FALLS TOOL BOXES	EAST WALL	MERCHANDISE		0
1	VINTAGE TABLETOP CAN OPENER	EAST WALL	MERCHANDISE		0
1	OVAL METAL PAN	EAST WALL	MERCHANDISE		0
4	CAST IRON HANGING HOOKS	EAST WALL	MERCHANDISE		0
2	VINTAGE LIGHT BULBS	EAST WALL	MERCHANDISE		0
5	RED LANTERN GLOBES	EAST WALL	MERCHANDISE		0
1	LARGE METAL GAL, GAS CAN	SMALL ENG.	MERCHANDISE		0
2	SMALL METAL GAS CAN	SMALL ENG.	MERCHANDISE		0
1	GALVANIZED BLACK METAL CAN	TABLE 3	MERCHANDISE		0
1	BIG BLUE METAL SPRAYER -HAND HELD	TABLE 3	MERCHANDISE		0
10	CAST IRON SHOVEL HOOKS	TABLE 3	MERCHANDISE		0
1	NEON GREEN LARGE GARDEN SPRAYER	TABLE 3	MERCHANDISE		0
3	FAN ON STAND	TABLE 3	MERCHANDISE		0
1	HOSPITAL BED PAN	TABLE 3	MERCHANDISE		0
1	WOODEN FOLDING FRAME & COT BED	TABLE 3	MERCHANDISE		0
2	PICTURE EASELS	TABLE 3	MERCHANDISE		0
1	PUMP SPRAYER FOR A TANK	TABLE 3	MERCHANDISE		0
1	WALL BRACKET		MERCHANDISE		0
3	BOXES MODERN CHRISTMAS DÉCOR	TABLE 3	MERCHANDISE		0
9	BOXES ANTIQUE CHRISTMAS LIGHTS	TABLE 3	MERCHANDISE		0
1	TRANSISTOR RADIO	ELVIS COUNTER	MERCHANDISE		0
2	ALLADIN WICKS	ELVIS COUNTER	MERCHANDISE		0
1	MANTLE BRASS ADAPTER	ELVIS COUNTER	MERCHANDISE		0
4	GENIE II REPLACEMENT BOWLS	ELVIS COUNTER	MERCHANDISE		0
1	4D SASH LOCKS	ELVIS COUNTER	MERCHANDISE		0
8	STOVE WICKS	ELVIS COUNTER	MERCHANDISE		0

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
2	LAMP SHADES	ELVIS COUNTER	MERCHANDISE		0
2	SHADE RING BRASS PLATES	ELVIS COUNTER	MERCHANDISE		0
1	PUMP SPRAYER	TABLE 3	MERCHANDISE		0
18	VINTAGE MARBLE SETS - BOX OF 5	TABLE 3	MERCHANDISE		0
6	LITTLE PULLSTRING BAGS OF GENIUNE TOY GUN AMMUNITION--RO	TABLE 3	MERCHANDISE		0
1	AXE HOLDER		MERCHANDISE		0
1	BOX OF CHARCOAL TONGS		MERCHANDISE		0
7	SMALL BOXES KURLY KATE METAL SPONGE		MERCHANDISE		0
5	METAL BRACKETS		MERCHANDISE		0
1	FAIRBANKS BALANCE BEAM SCALES		MERCHANDISE		0
2	CAR JACKS		MERCHANDISE		0
1	SHAPLEIGH TRAVELING TRUNK		MERCHANDISE		0
1	CAST IRON GRIDDLE	TABLE 2	MERCHANDISE		0
4	GALVANIZED PAILS WITH BAIL HANDLE	TABLE 2	MERCHANDISE		0
1	WOODEN FRUIT BASKET	TABLE 2	MERCHANDISE		0
1	MEDIUM WHISKEY BARREL	TABLE 2	MERCHANDISE		0
1	SET GLASS PUNCH BOWL WITH CUPS	TABLE 2	MERCHANDISE		0
1	SOLVENT CAN--METAL RED ENAMEL	TABLE 2	MERCHANDISE		0
1	COBBLERS TOOL BOX	TABLE 2	MERCHANDISE		0
18	NESTED METAL ORANGE PANS	TABLE 2	MERCHANDISE		0
4	LARGE MILITARY CANTEENS	TABLE 2	MERCHANDISE		0
1	GALLON SQUARE JAR	TABLE 2	MERCHANDISE		0
1	MINNOW TRAP	TABLE 2	MERCHANDISE		0
5	CLEAR GLASS BOTTLES	TABLE 2	MERCHANDISE		0
1	PAINT CAN SHAKER	TABLE 2	MERCHANDISE		0
6	1QT. METAL MEASURING CUPS	TABLE 2	MERCHANDISE		0
1	OLD METAL GALVANIZED HAND PUMP SPRAYER	TABLE 2	MERCHANDISE		0
1	SNOW SLED--BROKEN	TABLE 2	MERCHANDISE		0
1	QT. METAL OIL CAN	TABLE 2	MERCHANDISE		0
3	GALVANIZED CHICKEN WATERERS	TABLE 2	MERCHANDISE		0
1	WOOD AND METAL SHORT STOOL--BROKEN		MERCHANDISE		0
2	OLD CHURNS-- 1 BROWN & 1	TABLE 3	MERCHANDISE		0

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
4	ICE CREAM MAKER WOODEN BUCKETS	TABLE 3	MERCHANDISE		0
23	WOOODEN KEG BARRELS	TABLE 3	MERCHANDISE		0
1	GALVANIZED FOOT PAIL		MERCHANDISE		0
1	#2 WASH TUB GALVANIZED		MERCHANDISE		0
1	GOLF DRIVER	TABLE 1	MERCHANDISE		0
1	STANDARD GALVANIZED LITTLE PAIL	EAST WALL	MERCHANDISE		0
1	CONTAINER OF OLD GLASS MILK JARS		MERCHANDISE		0
14	TUPELO HARDWARE YARDSTICKS		MERCHANDISE		0
1	ELECTRIC LIGHT UP SANTA FACE	DÉCOR	MERCHANDISE		0
3	AMERICAN FLAGS		MERCHANDISE		0
1	STATE FLAG FOR MISSISSIPPI	EAST WALL	MERCHANDISE		0
1	UNIDENTIFIED TUB		MERCHANDISE		0
			MERCHANDISE	**TOTAL**	**4000**
1	PENCIL SHARPENER	EAST WALL	OFFICE	10	10
1	SAMSONITE BRIEFCASE	OFFICE	OFFICE	10	10
1	TUPELO HARDWARE FILE CARRY BAG	OFFICE	OFFICE	10	10
1	METAL TAPE DISPENSER	OFFICE	OFFICE	20	20
1	DESK CALENDAR FROM 1959	OFFICE	OFFICE	10	10
3	ADDING MACHINES	OFFICE	OFFICE	20	60
3	VINTAGE CLIPBOARDS	OFFICE	OFFICE	5	15
1	OLD CREDIT CARD MACHINE	OFFICE	OFFICE	0	0
1	BRASS LETTER HOLDER	OFFICE	OFFICE	10	10
23	VINTAGE LETTER BOOKS	OFFICE	OFFICE	10	230
2	SETS THOMAS REGISTRY BOOKS	OFFICE	OFFICE	20	40
1	REMITTANCE BOOK	OFFICE	OFFICE	10	10
7	ANTIQUE ORDER BOOKS	OFFICE	OFFICE	10	70
1	TURKEY CALENDAR FROM 1965	EAST WALL	OFFICE	10	10
1	IBM ELECTRIC TYPEWRITER	SMALL ENG.	OFFICE	100	100
2	ROYAL MANUEL TYPEWRITERS		OFFICE	100	200
1	LITTLE WHITE TIN FILING BOX		OFFICE	10	10
1	VARIOUS OFFICE SUPPLIES IN BOX		OFFICE	25	25
1	CASE DISPLAY SIGN IN PLASTIC	TABLE 1	SIGNAGE	10	10

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
1	CASE WOODEN DISPLAY SIGN	SMALL ENG.	SIGNAGE	10	10
1	LIGHTED VALSPAR PAINT COLOR CLOCK	SMALL ENG.	SIGNAGE	250	250
1	SKIL LIGHTED SIGN	SMALL ENG.	SIGNAGE	100	100
1	PLASTIC SKIL SIGN	EAST WALL	SIGNAGE	100	100
1	LUFKIN RULER SIGN	TABLE 3	SIGNAGE	20	20
1	HARGRAVE SPRING CLAMPS SIGN	TABLE 3	SIGNAGE	20	20
2	WELLS LAMONT SIGNS--1 METAL & 1 CARDBOARD	TABLE 3	SIGNAGE	20	40
1	REDI BOLT SIGNS	TABLE 3	SIGNAGE	20	20
1	NO PARKING SIGNS	TABLE 3	SIGNAGE	10	10
1	HAND PAINTED TUPELO HARDWARE SIGN	TABLE 3	SIGNAGE	20	20
18	CLINTON ENGINE SIGNS	TABLE 3	SIGNAGE	75	1350
1	MILWAUKEE SIGN--UNDER CLOCK	NORTH WALL	SIGNAGE	10	10
2	ALLADIN SIGNS		SIGNAGE	10	20
1	PLASTIC KOHLER SIGN		SIGNAGE	10	10
1	METAL KOHLER SIGN		SIGNAGE	20	20
1	MASTER LOCK GLASS SIGN		SIGNAGE	20	20
1	LAMSON BOLTS-NUTS MEASURING SIGN	TABLE 2	SIGNAGE	20	20
2	RIDGID LIGHT UP SIGNS	EAST WALL	SIGNAGE	50	100
9	VINTAGE SIGNAGE		SIGNAGE	15	135
1	JACUZZI W2ATER PUMPS - LIGHTED SIGN		SIGNAGE	250	250
1	MITER SAW WITH BASE, GRAY	TABLE 1	TOOLS		0
1	ELECTRIC JIG SAW	TABLE 1	TOOLS		0
1	PRUNING SAW	TABLE 1	TOOLS		0
3	PRUNING SAW BLADES	TABLE 1	TOOLS		0
6	STEEL CUTTING SNIPS	TABLE 1	TOOLS		0
1	BOLT CUTTERS	TABLE 1	TOOLS		0
1	SMALL ANVIL	TABLE 1	TOOLS		0
1	MILWAUKEE METAL BAND SAW BOX	TABLE 1	TOOLS		0
1	SKIL DRILL	TABLE 1	TOOLS		0
2	TACK & NAIL PULLER	TABLE 1	TOOLS		0
6	BRACING SOCKET WRENCH	TABLE 1	TOOLS		0
1	PLOW BLADE	TABLE 1	TOOLS		0

QTY	DESCRIPTION	LOCATION	CATEGORY
1	SCOOP (GRAIN)	TABLE 1	TOOLS
1	PIPE CUTTING WRENCH	TABLE 1	TOOLS
1	PLOW WHEEL	TABLE 1	TOOLS
1	SMALL RAKE	TABLE 1	TOOLS
1	HALF MOON HOE	TABLE 1	TOOLS
2	6"METAL C CLAMPS	TABLE 1	TOOLS
1	SKIL PLANE ATTACHMENT	TABLE 1	TOOLS
1	CONCRETE FINISHING TROWEL	TABLE 1	TOOLS
1	CROSS CUT SAW	TABLE 1	TOOLS
2	RAW HIDE HAMMERS	TABLE 1	TOOLS
1	PAIR GIANT SNIPS	TABLE 1	TOOLS
1	RED VISE	EAST WALL	TOOLS
1	STRAIGHT HOE SCRAPER	EAST WALL	TOOLS
1	BENCH VISE	SMALL ENG.	TOOLS
1	PRUNNER POLE	SMALL ENG.	TOOLS
2	ROW SEEDERS	TABLE 3	TOOLS
5	CEMENT JOINTERS	TABLE 2	TOOLS
1	MANUEL HAND CRANK SHARPENER	TABLE 2	TOOLS
1	NEW SYTHE BLADE	EAST WALL	TOOLS
4	BOXES BONE SCRAPERS	EAST WALL	TOOLS
4	BOXES BLADES FOR BONE SCRAPERS ONLY	EAST WALL	TOOLS
1	SLING BLADE		TOOLS

CASE KNIFE DISPLAY INVENTORY

SKU	PRICE
CV#109	$57.99
#083	$52.99
CV#091	$46.99
#253	$17.99
#156	$24.99
#00118	$24.99
CV#263	$79.99
#133	$74.99
#00111	$103.99
CV#030	$49.99
#38920	$76.99
CV#035	$62.99
CV#032	$34.99
#095	$34.99
CV#031	$49.99
#135	$49.99
#092	$39.99
#00158	$35.99
#041	$37.99
#004	$36.99
CV#029	$51.99
#220	$55.99
#07004	$143.99
#128	$73.99
#046	$49.99
#045	$59.99
#081	$57.99
#07014	$63.99
#38923	$80.99
#106	$65.99
#217	$63.99
#07012	$60.99
#07003	$71.99
CV#079	$73.99
#00169	$94.99
CV#161	$54.99
#00177	$102.99
CV#039	$75.99
#013	$61.99
#042	$75.99
CV#077	$61.99

CV#163	$66.99
#07011	$67.99
#00052	$131.99
#362	$64.99
#00342	$37.99
#07019	$91.99
#164	$66.99
CV#204	$84.99
#189	$105.99
TOTAL	3220.5

TUPELO HARDWARE COMPANY
LARGE FIXTURE / CONTENT SALE LIST, 3.2.26

QTY	ITEM	COST	EXT COST	CATEGORY
1	20' WOODEN DISPLAY TABLE (KEY COUNTER)	6000	6000	1
1	20' WOODEN SALES COUNTER	6000	6000	1
1	MODERN PC COUNTER (beside sales counter)	400	400	1
7	GLASS SHOWCASES	4000	28000	1
2	OBLONG 3 LEVEL DISPLAYS (LODGE CAST IRON)	60	120	
13	RECTANGULAR SALES TABLES / CURVED CORNER	800	10400	1
1	RECTANGULAR FARM TABLE, PAINTED GRAY	800	800	
1	LG RECTANGULAR DISPLAY TABLE (ROPE TABLE)	800	800	1
1	VINTAGE WOODEN DRAFTING TABLE	4000	4000	1
3	RECTANGULAR SALES TABLES / CURVED CORNER	800	2400	1
2	FLORET STYLE METAL NAIL BINS	1000	2000	2
1	STANDARD ROTARY NAIL BIN	800	800	2
2	JOHN CHARLTON HANGING SCALE	250	500	2
1	MINIATURE OCTAGONAL WOODEN BOLT BIN	1500	1500	2
1	LG OCTAGONAL BOLT BIN W/ BASE	5000	5000	2
1	VINTAGE CASE KNIFE DISPLAY W/ INVENTORY	6000	6000	2
2	VINTAGE METAL DESKS	1500	3000	2
1	DOUBLE DOOR MOSLER SAFE, SERIAL # 238767	4000	5000	3
1	SINGLE DOOR SAFE, CARY CO., SERIAL # 203561	2000	3000	3
1	CLINTON CHAINSAW SIGN, HANGING	1500	1500	4
2	1-1/4"X18" X 20 ft RED OAK BOARDS	200	400	
1	VINTAGE CASH REGISTER	600	600	
		TOTAL	88220	

1 WOODEN TABLES / DISPLAYS
2 FIXTURES
3 SAFES
4 EXTRAS

APPENDIX N

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE
1	ICE CREAM MAKER WOODEN BUCKET		MERCHANDISE	15
26	WOODEN BOXES		FIXTURE	25
1	OLD LAWN CHAIR		MERCHANDISE	15
1	BETHLEHEM WIRE ROPE DISPLAY		DISPLAY	20
1	WHITEHALL WOODEN TREE DISPLAY		FIXTURE	15
1	SHAPLEIGH AMERICAN FORK & HOE DISPLAY		DISPLAY	20
1	ROUND BLUE COOLER		MERCHANDISE	10
4	GALVANIZED BUCKETS		MERCHANDISE	10
1	OLD SPRAYER		MERCHANDISE	10
1	GORILLA GLUE THERMOMETER		FIXTURE	10
1	ANTIQUE GREEN ICE PICK		MERCHANDISE	5
1	CLINTON FACTORY SCHOOL GRADUATE SIGN		SIGNAGE	25
1	HUDSON LEKTRIK GLASS PAINT SPRAYER		MERCHANDISE	20
13	YARDSTICKS		MERCHANDISE	2
1	SQUARE DRIVE CHAIN		MERCHANDISE	30
1	CAST IRON TAPE DISPENSER		OFFICE	20
2	BICYCLE PUMPS		MERCHANDISE	10
1	DRUM WRENCH		MERCHANDISE	10
1	OIL CAN		MERCHANDISE	10
1	BASSICK CASTER DISPLAY		DISPLAY	20
3	DITCH BANK BLADES--1REG. 2 STRAIGHT		TOOLS	5
1	OLD ENAMEL DOUBLE SIDED SINK		MERCHANDISE	40
2	LAUNDRY HAMPERS		MERCHANDISE	25
1	HALF MOON HOE		TOOLS	20
1	ROYAL MANUEL TYPEWRITER		OFFICE	60
5	VINTAGE ADDING MACHINES		OFFICE	40
1	#3 WASH TUB		MERCHANDISE	15
2	TYPING DESKS		OFFICE	20
2	PAINT DISPLAYS		DISPLAY	10
2	TOOL BOXES W/TOOLS		TOOLS	20
1	LONG ORIGINAL LIGHT FIXTURE		FIXTURE	100
1	SHORT ORIGINAL LIGHT FIXTURE		FIXTURE	75
1	BOX + VARIOUS SIZE HOUSEHOLD DINNERWARE		MERCHANDISE	100
7	ROUNDED TIN NESCO BREAD BOXES		MERCHANDISE	15
1	ANTIQUE 2-WHEELER		MERCHANDISE	100
1	BOX STEEL WOOL ROLLS		MERCHANDISE	40
1	ANVIL		MERCHANDISE	40
1	COASTER BRAKE		MERCHANDISE	10
2	SETS AND IRONS		MERCHANDISE	20
1	AVERY FARM CONTRAPTION		MERCHANDISE	20
2	OLD LEAF RAKES		MERCHANDISE	15
2	BALANCE BEAM SCALES		MERCHANDISE	100
1	ADDING MACHINE STAND		OFFICE	20

1	SEVERAL UNKNOWN GLASS ITEMS	MERCHANDISE	10
7	PAIR SCISSORS -SOME WISS BRAND	MERCHANDISE	10
4	ANTIQUE HAND HELD CAN OPENERS	MERCHANDISE	10
1	LETTER STAMPS	OFFICE	25
3	PROMOTIONAL BANNERS	FIXTURE	30
1	WATER HAND PUMP	MERCHANDISE	20
1	BARREL PUMP	MERCHANDISE	10
1	PIPE THREADER	MERCHANDISE	20
1	PITCH FORK	MERCHANDISE	15
1	HAND AUGER DRILL	TOOLS	20
7	1 1/4" PIPE BALLS	MERCHANDISE	2
1	OLD CAMPING STOOL	MERCHANDISE	10
4	STEEL STOVE SPINDLES	MERCHANDISE	5
17	HEAVY IRON EQIPMENT	MERCHANDISE	5
1	ROLL 1/4" SISAL ROPE	MERCHANDISE	20
1	BRASS COAT STAND	FIXTURE	25
1	LAMP BASE ONLY	FIXTURE	25
1	LAMP SHADE WITH DUCKS ON IT	MERCHANDISE	20
1	GLASS ALADDIN MANTLE LAMP SHADE	MERCHANDISE	20
1	SEVERAL TOOL POUCHES	MERCHANDISE	10
2	OLD COMMERCIAL DOOR LOCKS	MERCHANDISE	20
1	BOLT CUTTERS	TOOLS	20
2	WHEEL BARROW FRAMES-ANTIQUE SHAPLEIGH	MERCHANDISE	50
1	FRAMED PICTURE OF "THE MAGIC MOMENT"	MEMORABLIA	150
1	FRAMED PICTURE OF "REFLECTIONS OF A KING"	MEMORABLIA	150
1	BRIDGES POCKET KNIFE ASSORTMENT	DISPLAY	100
1	SET OF BLUE PRINTS - BUILDING 1	OFFICE	250
1	SET OF BLUE PRINTS - BUILDING 2	OFFICE	150
1	INK PRINT BLOCK- PORTRAIT OF BUILDING 1	OFFICE	50

TOTAL

EXTPRICE	CATEGORIES
15	
650	
15	
20	
15	
20	
10	
40	
10	
10	
5	
25	
20	
26	
30	
20	
20	
10	
10	
20	
15	
40	
50	
20	
60	
200	
15	
40	
20	
40	
100	
75	
100	
105	
100	
40	
40	
10	
40	
20	
30	
200	
20	

10
70
40
25
90
20
10
20
15
20
14
10
20
85
20
25
25
20
20
10
40
20
100
150
150
100
250
150
50

3950

QTY	DESCRIPTION	LOCATION	CATEGORY	PRICE	EXTPRICE
130	DIAMOND EDGE PRINTS	GUITAR COUNTER		12	1560
1	SKIL SAW LIGHTED SIGN	PIPE SHED	SIGNAGE	800	800
1	SACHS DOLMAR METAL SIGN	PIPE SHED	SIGNAGE	100	100
1	MUSIC SPRING WOODEN CABINET	BUILDING 2	FIXTURE	400	400
				TOTAL	2860

CATEGORIES

APPENDIX N

No portion of the Purchase Price shall be subject to offset, deduction, or installment payment unless expressly agreed in writing by Seller.

4. BILL OF SALE

Upon Seller's receipt of the full Purchase Price, Seller hereby grants, bargains, sells, transfers, assigns, and delivers to Buyer all right, title, and interest in and to the FF&E, to have and to hold the same unto Buyer, its successors and assigns forever.

Until such time as the Purchase Price is paid in full, title to the FF&E shall remain with Seller.

5. CONDITION OF FF&E

Buyer acknowledges and agrees that:

- The FF&E is sold **AS IS, WHERE IS**, with all faults
- Many items are used, aged, or of historical nature
- No warranties are made as to condition, functionality, or fitness for a particular purpose

6. INTENDED USE

Buyer acknowledges that the FF&E is being acquired, in part, for historical preservation and aesthetic purposes, including use by the CVB for tourism promotion, retail display, and interpretive experiences.

7. TITLE AND AUTHORITY

Seller represents that it has good and marketable title to the FF&E and full authority to sell and transfer the same.

8. RISK OF LOSS

Risk of loss shall transfer to Buyer upon execution of this Agreement or upon removal of the FF&E from the Property, whichever occurs first.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the FF&E and supersedes all prior discussions or agreements.

10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Mississippi.

11. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Tupelo Hardware Company, Inc.

By: _____

Name: George H. Booth, III
Title: _____

Date: _____

City of Tupelo, Mississippi

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – FF&E INVENTORY AND PURCHASE PRICE

(Attach spreadsheet listing all FF&E items, descriptions, and total agreed value)

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE July 15, 2026

SUBJECT: IN THE MATTER OF SOLE SOURCE PROCUREMENT – MUELLER SYSTEMS **JT**

Request:

At the regular meeting on July 1, 2025, the city council approved the award of a sole source procurement of our AMI water meters and associated equipment to Mueller Systems. I respectfully request that this sole source procurement be renewed and extended since we have the Mueller AMI metering system installed within our system and there are no compatible metering systems.

Mueller Systems
10210 Statesville Boulevard
Cleveland, NC 27013

office: 704-278-2221
toll free: 800-323-8584

July 7, 2026

Tupelo Water & Light Department
PO Box 588
Tupelo, MS 38802-0588

Subject: Sole Source Manufacturer

To Whom It May Concern,

Mueller Systems, LLC is a leading innovator and provider of Advanced Metering Infrastructure (AMI), Automated Meter Reading (AMR), and water meters. Mueller Systems, originally founded in 1859, manufactures our products at our ISO certified facility in Cleveland, North Carolina. We are a wholly owned subsidiary of Mueller Water Products and, along with our sister companies, we are one of the largest manufacturers of smart water distribution products in the world. Mueller Systems has the distinction of sole source manufacturer and distributor of Mueller Systems' products, which include water meters, data acquisition components, systems integration, software, analytics, and other smart water applications and capabilities.
Should you have any questions, please do not hesitate to contact your Mueller Systems Territory Manager, Jerry Johnson, at jerryjohnson@muellerwp.com or 704-903-2250. We appreciate the opportunity to be of service to you.

Sincerely,

K. Anita Short
Proposal Manager

CC: File
Jerry Johnson

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE July 17, 2026

SUBJECT: IN THE MATTER OF RATIFICATION OF AN ENERGY SERVICES AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC, APPROVED ON JULY 7, 2026 **SR**

Request:

For ratification is the executed Energy Services Agreement with Schneider Electric for mechanical improvements at the Tupelo Aquatic Center.

ENERGY SERVICES AGREEMENT

This Energy Services Agreement is entered into as of July 7, 2026 (the "Effective Date") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Tupelo, MS ("Customer").

ARTICLE 1 – DEFINITIONS

1.1. "Change Order" means a written document executed by both parties for purposes of modifying the Scope of Work, the Project Price, and/or Project Time.

1.2. "Contract" means this Energy Services Agreement, together with the following schedules, exhibits, and other documents, each of which is attached hereto and incorporated herein by this reference:

SCHEDULE I: Scope of Work
SCHEDULE 2: Exhibit A Performance Assurance Support Services
Appendix A: Anticipated Utility Cost Impacts

1.3. "Date of Commencement" means the later of the Effective Date and the date on which ESCO receives payment of the Project Development Costs.

1.4. "Deliverables" means the Products, Software, documents, and services provided under this Contract, together with the information and technologies included therein or therewith.

1.5. "Final Completion" means that Substantial Completion of the Project has been achieved and all Punch List Items have been completed.

1.6. "Notice" means written notice delivered in accordance with Section 11.1.

1.7. "Project" means the materials, equipment, labor, services and improvements to the Project Site(s) to be provided by ESCO in accordance with and subject to the terms and conditions of this Contract, as set forth in the Scope of Work. For the avoidance of doubt, the Scope of Work shall represent the entirety of the intended and agreed upon scope of the Project.

1.8. "Project Development Costs" means, collectively, (i) all costs and expenses incurred by ESCO in connection with designing, developing, or engineering the Project, along with (ii) 10% of the total Project Price for costs and expenses relating to procurement of equipment, materials, bonds, and other project start-up and mobilization expenses. The initial invoice for these costs will be $1,397,682.

1.9. "Project Site(s)" means the facilities of the Customer on or at which Work is to be performed, as identified in the Scope of Work.

1.10. "Scope of Work" means Schedule I and the contents thereof.

1.11. "State" means Mississippi.

1.12. "Substantial Completion" (as used with respect to the Project as a whole or any discrete portion(s) of the Work, as appropriate) means the point at which such Work is operational, ready for use by Customer, and fully complete except for minor adjustments and/or corrections ("Punch List Items").

1.13. "Substantial Completion Letter" means a letter notifying Customer that Substantial Completion has been achieved with respect to the portion of the Work described therein.

1.14. "Warranty Period" means one (1) year from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.

1.15. "Work" means the services required to be performed by ESCO pursuant to the Scope of Work, whether completed or partially completed, and all materials, equipment, labor and services required to be provided in order for ESCO to perform such services in accordance with the terms and conditions of the Contract. Work may refer to the whole or parts of the Scope of Work.

1.16. "Incentive Funds" means tax credits, energy efficiency rebates, incentives, and/or loan programs for which Customer may apply or otherwise be eligible in connection with the Project.

ARTICLE 2 – PROJECT PRICE AND PAYMENT

2.1. Project Price. The total price of the Work to be performed by ESCO pursuant to this Contract shall be $7,715,476 (the "Project Price"), which shall be inclusive of the Project Development Costs.

2.2. Schedule of Values. ESCO will develop a schedule that delineates the items to be completed pursuant to the Scope of Work and apportions the Project Price among such items ("Schedule of Values") and shall endeavor to provide such Schedule of Values to Customer within thirty (30) days of the Date of Commencement. Within ten (10) business days of receipt, Customer shall review the Schedule of Values and shall advise ESCO if Customer identifies any items requiring correction or clarification.

2.3. Payment of Project Development Costs. Within thirty (30) days of the Effective Date, Customer shall make payment to ESCO for the Project Development Costs, as defined above.

2.4. Invoicing and Payment. ESCO shall invoice Customer monthly for progress payments based on the completion to date of items delineated on the Schedule of Values. Amounts invoiced must be paid or disputed by written Notice within thirty (30) days of the applicable invoice date. If ESCO has not received payment of all undisputed amounts within thirty (30) days of the applicable invoice date, then a late penalty equal to one percent (1%) or the late penalty imposed by applicable law will be applied to the overdue amounts each month until paid. Final Payment shall be paid in accordance with Section 6.4 (Final Payment).

2.5. Withholding of Payment. Upon providing written Notice of a payment dispute pursuant to Section 2.4, Customer may withhold payment of amounts otherwise due hereunder (i) if ESCO repeatedly or materially fails, refuses or neglects to fulfill its obligations under this Contract, and (ii) Customer has provided written Notice of default to ESCO detailing the alleged failure, refusal, or neglect, and the failure, refusal, or neglect has not yet been cured.

2.6. Taxes. ESCO and Customer agree to take all necessary measures to comply with all tax laws and regulations that apply to this Contract. ESCO shall be responsible for and pay when due all taxes for which ESCO is liable by reason of the performance of this Contract. Customer shall be responsible for and pay when due all taxes, if any, for which Customer is liable by reason of the performance of this Contract. Any changes in foreign exchange rates, sales taxes, tariffs or other taxes, duties or charges occurring after the Effective Date that has an impact on the cost of the Project including any Deliverables or component or part thereof provided by ESCO in connection with the Scope of Work shall be chargeable to the Customer.

ARTICLE 3 – ESCO'S PERFORMANCE OF THE WORK

3.1. Standard of Performance. ESCO shall supervise and direct the Work using such degree of care, skill and attention as is reasonably expected of professionals providing similar services within the State under similar circumstances (such circumstances to include, for example, conditions present at the Project Site(s) and any financial or other constraints applicable to the Project). ESCO shall be solely responsible for coordinating and/or performing all portions of the Work and shall have control over the means, methods, techniques, sequences and procedures used in the performance of the Work, unless the Scope of Work gives other specific instructions concerning these matters. All construction documents that are required to be prepared by ESCO in connection with the Work shall be prepared by qualified personnel and shall be in accordance with applicable codes, regulations, and laws. The ESCO shall remain responsible for all Work performed, whether performed by the ESCO or its Subcontractors.

3.2. Labor and Materials. Unless otherwise provided in the Scope of Work, ESCO shall provide and pay for all labor, materials, tools, equipment, machinery, and transportation necessary for the proper execution and completion of the Work. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of ESCO, the parties shall in good faith negotiate such changes (if any) as the parties deem equitable and appropriate under the circumstances and shall memorialize any agreed changes in a Change Order.

3.3. Licenses and Compliance with Law. ESCO currently has or shall timely obtain, and shall maintain, all such licenses, permits, qualifications and approvals as it is legally required to hold for performance of the Work. ESCO shall comply with all applicable laws and regulations bearing ESCO's performance of the Work.

3.4. Incentive Funds. ESCO makes no representation, warranty or guarantee that the Project or the performance thereof will entitle the Customer to receive any Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Project Price, unless stated otherwise herein, or the payment timeline associated with payment of the Project Price. Any and all rebate or incentive deposits paid by ESCO will be immediately returned to ESCO when received by Customer.

3.5. Regular Working Hours. Work will be performed during normal working hours (meaning 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding ESCO holidays) unless the parties specifically agree otherwise in writing. ESCO will use commercially reasonable efforts to minimize disturbances to Customer's operations while performing the Work.

3.6. Safety. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to, (1) employees performing the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the Project Site(s) or adjacent thereto.

3.7. Clean-Up. ESCO shall keep the Project Site(s) free from accumulation of waste materials and rubbish caused by its performance of the Work. Upon completion of the Work, ESCO shall remove from the Project Site(s) all waste materials and rubbish caused by its performance of the Work, all of ESCO's tools, equipment, machinery, and any surplus materials.

3.8. Employees.

3.8.1. Responsibility for Employees. ESCO is responsible for the supervision, direction, and control of its employees performing Work on the Project. ESCO shall pay all wages, salaries, and other amounts due its employees in compliance with applicable law.

3.8.2. No Unlawful Discrimination. ESCO represents and warrants that it is an equal opportunity employer and agrees that it shall not discriminate in violation of any applicable federal, state, or other law, rule, or regulation, including, but not limited, to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age.

3.9. Subcontractors. A "Subcontractor" is a person or entity that has a written contract with ESCO to perform a portion of the Work at the Project Site(s) (such written contract, a "Subcontract").

3.9.1. Use of Subcontractors. ESCO may use one or more Subcontractors to perform portions of the Work. If requested in writing by Customer, ESCO shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work.

3.9.2. ESCO's Responsibility for Subcontractors. ESCO shall remain ultimately responsible for the performance of its obligations under this Contract and shall be responsible for the acts and omissions of its Subcontractors (and any persons and entities employed by such Subcontractors) in their performance of the Work.

3.9.3. Subcontracts. Each Subcontract shall be consistent with the terms and conditions of this Contract and shall require the Subcontractor, to the extent applicable to the scope, quality, character, and manner of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms and conditions of this Contract and to assume all the obligations and responsibilities that ESCO assumes toward Customer thereunder. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Contract.

3.9.4. Payment of Subcontractors. ESCO shall timely pay each of its Subcontractors in accordance with their respective Subcontracts and in compliance with applicable law.

3.10. Unforeseen Conditions. "Unforeseen Conditions" means and includes any subsurface, concealed, latent or other physical conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions contemplated in the Scope of Work or known by ESCO. In the event ESCO encounters Unforeseen Conditions that impact the Project, ESCO shall inform Customer of such conditions promptly and before such conditions are further disturbed. To the extent ESCO incurs additional costs or delays as a result of Unforeseen Conditions, the parties shall execute a Change Order reflecting an equitable adjustment to the Project Price, the Project Time, and/or the Scope of Work, as appropriate.

3.11. Hazardous Materials.

3.11.1. Exclusion for Hazardous Materials. The Work to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder, expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials, unless and except to the extent the Scope of Work provides otherwise. As used herein, "hazardous materials" shall be understood to include, but not be limited to, asbestos, lead, polychlorinated biphenyls (PCBs), mold, petroleum products, and any other material or substance known to have adverse health risks. Customer agrees that all duties and obligations in connection with any hazardous materials located at the Project Site(s) or affecting the Work are strictly the responsibility of Customer, unless and except to the extent ESCO expressly assumes such duties and obligations pursuant to the Scope of Work. Customer will provide any hazardous

materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents that, to the best of Customer's knowledge, there are no hazardous materials at the Project Site(s) that will or would reasonably be expected to affect, be affected by, come in contact with, or otherwise impact or interfere with the Work, unless and except to the extent the Scope of Work provides otherwise.

3.11.2. Responsibilities Upon Encounter. If, in performing or preparing to perform the Work, ESCO encounters or has reason to suspect the presence of hazardous materials of a different type or in a different amount or location than described in the Scope of Work, ESCO is authorized to immediately cease any and all Work that may be affected thereby, and ESCO will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO's Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Project Price for any increased costs or other charges incurred by ESCO in connection with the exercise of its rights under this paragraph. Unless and except to the extent ESCO expressly assumes any such responsibilities pursuant to the Scope of Work, Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by State law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

3.12. Ownership and Use. The Work may include the sale to Customer of materials, goods, equipment and/or other tangible personal property ("Products"). Except as otherwise set forth in the Scope of Work, any Products that are included in the Work shall be owned by Customer upon Customer's full payment of the invoice covering such Products. The Work may also involve the licensing of software or software-as-a-service products, subscriptions and/or other digital content ("Software") to Customer. Except as otherwise set forth in the Scope of Work, ESCO grants Customer a limited, personal and non-exclusive license to use Software that is included in the Work, subject to Customer's timely payment of the Project Price, as applicable, and subject to ESCO's and/or its supplier's standard license agreement(s) for such Software, the terms and conditions of which are hereby incorporated by reference. ESCO shall be under no obligation to provide updates or revisions to such Software except to the extent expressly provided in the Scope of Work. Notwithstanding the foregoing, nothing in this Contract shall be deemed or construed to result in the Customer acquiring any ownership interest or rights in any intellectual property of ESCO or any third parties.

3.13. Infringement. Except as otherwise specified, ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, and other Products and Software provided by ESCO pursuant to the Scope of Work ("IP Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such IP Products and shall hold Customer harmless from loss on account thereof. In the event any IP Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either: (i) procure the right for Customer to continue using such IP Product, (ii) modify such IP Product to render it non-infringing (provided such modification does not materially degrade the performance or operation of the IP Product), (iii) replace such IP Product with functionally equivalent, compatible, non-infringing IP Product, or (iv) refund or credit the amount paid for the infringing IP Product. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's IP Products being modified or combined with any other design, process, device, material, Product or Software without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing IP Product subject to specific requirements of Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.

3.14. Warranty. ESCO warrants to Customer that, for the applicable Warranty Period: (i) the Work to be performed hereunder will conform to the requirements of the Contract and will be performed in accordance with applicable industry standards, (ii) any Products manufactured by ESCO and sold hereunder will be free of defects in workmanship and material, and (iii) any Software licensed hereunder will perform its essential functions (however, for the avoidance of doubt, ESCO does not warrant that the Software will operate uninterrupted or error-free, nor does ESCO warrant that the Software will meet any compatibility requirements not specified in the Scope of Work). Work, Products and/or Software that fail to comply with such standards may be deemed defective. If any Work, Product, and/or Software is proven to be defective within the Warranty Period, ESCO shall re-perform such defective Work, repair or replace such defective Product, and/or update or replace such defective Software, as ESCO deems appropriate. The foregoing warranties do not apply to the extent any Work, Product or Software has been: (i) subject to abuse, misuse, neglect, or accident, (ii) subject to improper operation, maintenance, storage or repair, (iii) subject to damage caused by circumstances beyond ESCO's control, or (iv) manufactured, programmed, installed, modified, or repaired other than by ESCO, on ESCO's behalf, or with ESCO's prior written approval. If a defect is found not to be ESCO's responsibility, standard rates for repair, replacement and/or labor shall apply. With respect to Products not manufactured by ESCO, ESCO will pass on any warranties provided to ESCO by its supplier(s). THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTIAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER. TO THE EXTENT ALLOWED BY MISSISSIPPI LAW, ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEAHT OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

ARTICLE 4 – CUSTOMER'S ROLE AND RESPONSIBILITIES

4.1. Cooperation Generally. Customer acknowledges and agrees that timely and proper performance of the Work is dependent on Customer's full and prompt cooperation in reviewing documentation and submittals, issuing approvals, attending meetings, providing facility access (including, without limitation and as appropriate, by providing sufficient keys, access cards, and/or escort services to facilitate timely execution of Work at multiple locations with multiple trades), relocating personnel, furniture, and equipment, and taking such other actions as may be reasonably requested by ESCO in furtherance of ESCO's performance of the Work.

4.2. Submittals. Within fifteen (15) business days of receiving any design, construction or other ESCO submittals, Customer shall review such documentation to confirm acceptance and consistency with the Contract and shall promptly advise ESCO of any issues or questions that are identified.

4.3. Project Meetings. Customer shall ensure that the appropriate Customer representatives attend Project meetings coordinated by ESCO. At ESCO's request, Customer shall provide commercially reasonable cooperation and assistance in scheduling and coordinating Project meetings.

4.4. Filings and Permits. Except for permits and fees that are to be obtained and paid for by ESCO as expressly stated in the Scope of Work, Customer shall make all such filings as are required by the State or other government authorities in connection with the Work and shall obtain and pay for all permits, approvals, inspections, easements, assessments and charges as are required for the use, occupancy or modification of the real property or structures at and around the Project Site(s), including (without limitation) inspections for concrete and/or earthen compaction, where applicable.

4.5. Repairs. Except to the extent the Scope of Work specifically contemplates the repair or replacement by ESCO of any existing system, equipment or other property, all such systems, equipment and other property are assumed to be in normal working order, and any defect(s) in the same that could adversely impact the Work thereby shall be promptly repaired or replaced by Customer.

4.6. Customer Information. Customer agrees that it has provided and shall continue to provide ESCO with all such information, documentation, access, knowledge and history as is available to Customer and as is relevant to ESCO's timely and successful completion of the Project and performance of its other obligations under the Contract, including, without limitation, the following:

4.6.1. Drawings, Specifications and Surveys. Customer shall provide ESCO with copies of or access to (i) all such working drawings, specifications, surveys and "As-Built" drawings as it may have relating to the Project Site(s), to the Work, and/or to work being performed by other companies at the Project Site(s), and (ii) all such surveys as it may have describing the physical characteristics, legal boundaries and restrictions, and/or utility locations at and around the Project Site(s). All drawings, specifications, and surveys furnished to ESCO by Customer are and shall remain the property of Customer.

4.6.2. Facilities Information. Customer shall promptly provide information and documentation relating to Customer's facilities, systems, and equipment and to its maintenance and operations practices. Customer has disclosed or will disclose as promptly as possible upon learning of, all known or suspected deficiencies, defects, and malfunctions of or affecting its facilities, systems or equipment and/or any components thereof, as well as any conditions of the Project Site(s) that should be considered in planning and executing the Work. To facilitate the exchange of relevant facilities information, Customer shall provide ESCO with access to Customer's key facilities personnel and, at ESCO's reasonable request, shall designate a Customer representative to ensure the timely and correct transfer of information requested by ESCO.

4.7. Operations. Customer shall operate all Work installed under this Contract in accordance with the manufacturer's recommendations and the manuals supplied to Customer by ESCO. Customer agrees to protect the Work and operating conditions thereof, and Customer shall promptly notify ESCO in the event of any malfunction in the operation of the Work. Except in the case of emergency, Customer shall not remove, move, turn off or otherwise significantly alter the operation of any Work performed hereunder without ESCO's prior written approval, which approval shall not be unreasonably withheld. Upon receipt of such approval, Customer shall closely follow any instructions provided by ESCO in connection with the same. If, due to an emergency, it is not reasonable to obtain ESCO's approval prior to taking action, Customer shall protect the Work from damage or loss and shall notify ESCO of all actions taken as soon as reasonably possible

thereafter.

4.8. Cybersecurity.

4.8.1. Definitions. For purposes of Section 4.8 (Cybersecurity) only: (i) "Cyber Threat" means any circumstance with the potential to adversely impact Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of the Systems, including through malware, hacking, or similar attacks, (ii) "Patch" means an Update that fixes a vulnerability in a Deliverable, (iii) "Systems" means Customer's computer network, systems, machines, and data, and (iv) "Update" means software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable but does not contain significant new features.

4.8.2. Customer's Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program that contains reasonable and appropriate security measures and safeguards to protect its Systems against Cyber Threats, including those Systems on which it runs the Deliverables. Without limiting the foregoing, Customer shall at a minimum:

(a) have qualified personnel with appropriate expertise in cybersecurity maintain Customer's security program and regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;

(b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly disclosed on ESCO's security notification webpage at https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp or otherwise provided to Customer;

(c) regularly monitor its Systems for possible Cyber Threats;

(d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and

(e) meet the recommendations of ESCO's Recommended Cybersecurity Best Practices, available at https://www.se.com/us/en/download/document/7EN52-0390/ and then-current industry standards.

4.8.3. Customer's Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO's installation instructions and using the latest version of the Deliverables, where applicable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

4.8.4. Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). ESCO shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By

submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

4.9. Export Control. The Deliverables provided by ESCO under this Contract may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract must fully comply with applicable US, EU and/ or other national or international export control laws and regulations ("Export Laws"). Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party restricted by applicable Export Laws; or (ii) be used for those purposes or fields restricted by any Export Laws. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). ESCO shall be excused from performing any obligations under this Contract that would, in ESCO's judgment, violate any Export Laws or expose ESCO to a risk of liability thereunder.

ARTICLE 5 – PROJECT TIME

5.1. Project Time. ESCO projects that it will take 482 days from the Date of Commencement to achieve Substantial Completion of the Project (as the same may be adjusted from time to time in accordance with the terms and conditions of the Contract, the "Project Time").

5.2. Excusable Delay. If ESCO's performance of Work is at any point delayed or obstructed by circumstances beyond ESCO's reasonable control (including, without limitation, acts or omissions of Customer, epidemic, pandemic, quarantine restrictions, changes in applicable law, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, unusually severe shortages in the available supply of and/or unusually severe increases in the cost of materials or equipment needed for performance of the Work, or delays of common carriers) then the parties agree to execute a Change Order allowing for an equitable extension of time for performance of ESCO's Work to cover such delay.

ARTICLE 6 – COMPLETION AND FINAL PAYMENT

6.1. Substantial Completion of Work. ESCO will issue Customer one or more Substantial Completion Letters upon achieving Substantial Completion of discrete portion(s) of Work. Customer shall provide ESCO with written Notice within seven (7) days of ESCO's issuance of a Substantial Completion Letter if Customer disputes the assertion that ESCO has achieved Substantial Completion of the applicable Work, and such Notice shall explain the basis for Customer's dispute and the portion of the applicable Work to which it pertains. The parties shall meet promptly following Customer's issuance of any such Notice of dispute and shall in good faith attempt to resolve the dispute and align on a path forward (i.e. any corrections or adjustments to be made to the Work, Scope of Work, or Project schedule, etc.). Unless timely disputed by Customer, the date on which ESCO issues any such Substantial Completion Letter shall be the "Date of Substantial Completion" with respect to the applicable Work.

6.2. Substantial Completion of the Project. ESCO will issue Customer a Substantial Completion Letter upon achieving Substantial Completion of the Project (the "Project Substantial Completion Letter"). Promptly following ESCO's delivery of a Project Substantial Completion Letter, the parties shall schedule a walk-through to compile a list of Punch List Items that remain to be completed, if any.

6.3. Final Completion of the Project. When all Punch-List Items have been completed, ESCO shall inform Customer that the applicable Work is ready for inspection and shall provide an invoice for

the outstanding balance of the Project Price along with a conditional release of all liens arising out of the Contract. Promptly following Customer's receipt thereof, the parties shall conduct a final walk-through and, upon confirming at the walk-through that all of the agreed Punch-List Items have been completed, Customer shall execute an acknowledgment stating that Final Completion has been achieved as of the date set forth therein (the "Project Completion Date").

6.4. Final Payment. Payment of the final invoice amount ("Final Payment") shall be due within thirty (30) days of the Project Completion Date. The making of Final Payment shall constitute a waiver of claims by the Customer except those arising from: (a) unsettled liens, security interests, or encumbrances arising out of the Contract; (b) the failure of the Work to comply with the requirements of the Contract; or (c) the terms and conditions of warranties expressly provided in the Contract. Upon receipt of Final Payment, ESCO shall deliver an unconditional and final release of all liens arising out of the Contract.

ARTICLE 7 – CHANGES

7.1. Change Request. Customer may request changes to the Scope of Work by submitting a description of the requested changes to ESCO in writing. In response to any such request, ESCO shall provide Customer a written proposal (the "Change Proposal") that describes, in reasonable detail, the proposed changes to the Scope of Work and any corresponding adjustments that would need to be made to the Project Time, and/or the Project Price, as applicable. ESCO may also submit a Change Proposal to Customer in the event that this Contract authorizes or requires the parties to negotiate and/or execute a Change Order or in the event that ESCO otherwise wishes to request a Change Order in good faith, in which case such Change Proposal shall describe the proposed changes in reasonable detail, along with the contractual, legal or other basis for requesting such changes.

7.2. Change Order Process. Within five (5) business days following receipt of the Change Proposal, the parties shall meet and confer, acting reasonably and in good faith, to negotiate a mutually acceptable Change Order in accordance with the principles set forth herein. Promptly following agreement on the terms and conditions of the Change Order, the parties shall execute the same. If the parties do not agree upon the terms and conditions of the Change Order and the proposed change relates to circumstances in which a party is entitled to a Change Order under this Contract, then either party may submit the matter to dispute resolution pursuant to Section 11.6 (Disputes and Choice of Law).

7.3. Customer Delays. In the event of any failure by Customer to timely fulfill its obligations under Article 4 (Customer's Role and Responsibilities) or in the event of any other delay or Work stoppage due to the acts or omissions of Customer or Customer's agents, the Project Time shall be equitably adjusted to reflect such period of interruption and the Project Price shall be equitably adjusted to cover reasonable costs incurred by ESCO due to the delay or Work stoppage, including, without limitation, any demobilization and remobilization costs. ESCO will use commercially reasonable efforts to mitigate such costs.

ARTICLE 8 – SUSPENSION AND TERMINATION

8.1. Non-Appropriation. If Customer is a governmental entity, any applicable State or local law entitling Customer to terminate the Contract due to insufficient appropriation of funds is hereby incorporated in this Section 8.1 by reference. In the event of a termination pursuant to this Section 8.1, Customer shall provide ESCO written Notice of termination as soon as is reasonably possible, and in no event later than the effective date of termination.

8.2. ESCO Default. Customer may terminate the Contract or suspend the performance of Work by providing written Notice to ESCO if: (i) ESCO repeatedly or materially fails, refuses or neglects to fulfill its obligations under the Contract, (ii) Customer has provided written Notice of default to ESCO detailing the alleged failure, refusal, or neglect, and (iii) within thirty (30) days of ESCO's receipt of such written Notice, ESCO has neither cured nor commenced and diligently continued efforts to cure such default.

8.3. Customer Default. ESCO may terminate the Contract or suspend the performance of Work, as applicable, by providing written Notice to Customer if: (i) Customer repeatedly or materially fails, refuses or neglects to fulfill its obligations under the Contract or fails to make any payment(s) to ESCO as and when due hereunder, (ii) ESCO has provided written Notice of default to Customer detailing the alleged failure, refusal, neglect, or payment default, and (iii) within thirty (30) days of Customer's receipt of such written Notice, Customer has neither cured nor commenced and diligently continued efforts to cure such default.

8.4. Prolonged Stoppage of Work. ESCO may terminate the Contract by providing seven (7) days' written Notice to Customer if: (i) Work is stopped due to an act, omission, or request of Customer, other than pursuant to Section 8.2 (ESCO Default), (ii) the Work stoppage is not due to Contractor's negligence, misconduct, or breach of the Contract, and (iii) the Work stoppage is for more than ninety (90) consecutive days or one hundred twenty (120) aggregate days.

8.5. Insolvency. Either party may terminate the Contract by providing written Notice to the other party if the other party: (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

8.6. Payment upon Termination. In the event of any termination other than a termination for cause by Customer pursuant to Section 8.2 (ESCO Default), Customer shall compensate ESCO: (i) in accordance with the Schedule of Values for Work performed and in progress prior to the effective date of termination, and (ii) for reasonable costs and damages incurred by reason of the termination, such as demobilization costs, termination fees, and restocking fees.

8.7. Effect of Termination. Subject to Section 11.7 (Survival; Statute of Limitations), termination of the Contract shall release ESCO of all remaining obligations under the Contract as of the effective date of such termination.

8.8. Other Remedies. Any remedies provided for in this Article 8 shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law. Nothing in this Contract shall be deemed or construed as a waiver by either party of any rights it may have with respect to a wrongful termination by the other party.

ARTICLE 9 – INDEMNIFICATION AND ESCO LIABILITY

9.1 Indemnification. Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officer, directors or assigns, ESCO shall indemnify and hold harmless Customer, and agents and employees thereof from an against all third party claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from performance of the Work, provided such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property (other than the Work itself) but only to the extent caused in whole or in part by negligent acts or omissions of ESCO, a Subcontractor any one directly or indirectly employed by them or anyone for whose acts they may be liable.

9.2 Limitations of Liability.

9.2.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AND TO THE EXTENT ALLOWED BY MISSISSIPPI LAW, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, EXCEPT FOR THOSE SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT CUSTOMER MAY BECOME LIABLE FOR DUE TO ESCO'S NEGLIGENCE OR WILLFUL MISCONDUCT WHICH ESCO IS REQUIRED TO INDEMNIFY CUSTOMER UNDER SECTION 9.1.

9.2.2 The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract price for the specific product, equipment, material or service work performed that gives rise to the claim, excluding third party claims for personal injury, death or property damage or as may be required by law.

ARTICLE 10 – INSURANCE AND BONDS

10.1. Required Insurance. ESCO shall, at its own cost and expense, maintain in effect the following policies of insurance (each a "Policy", and collectively the "Policies") for the applicable period(s) set forth in Section 10.2:

10.1.1. Commercial General Liability Insurance. A policy of commercial general liability insurance, written on an "occurrence" basis, with a liability limit of two million dollars ($2,000,000) per occurrence ("General Liability Policy").

10.1.2. Automobile Liability Insurance. A policy of automobile liability insurance, written on an "occurrence" basis, with a combined single limit of one million dollars ($1,000,000) per accident for bodily injury and property damage ("Auto Liability Policy"). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.

10.1.3. Workers' Compensation and Employer's Liability Insurance. Workers' compensation insurance as required by State law, and employer's liability insurance, written on an "occurrence" basis, with a liability limit of two million dollars ($2,000,000).

10.1.4. Professional Liability Insurance. Professional liability insurance, written on a claims-made (and reported) basis, with a liability limit of two million dollars ($2,000,000) per claim ("Professional Liability Policy").

10.2. Duration of Insurance. The Policies shall be procured by ESCO prior to ESCO's commencement of the Project and, except for the Professional Liability Policy, shall be maintained in effect for at least one year following the earlier of the Project Completion Date or termination of this Contract. ESCO shall maintain the Professional Liability Policy in effect for at least three years following the earlier of the Project Completion Date or termination of this Contract.

10.3. Insurer Rating Standards. The insurance policies required pursuant to this Article must be issued by one or more insurers that are (i) licensed to do business in the State and (ii) have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII."

10.4. Additional Insureds. At Customer's request, ESCO shall include Customer and Customer's directors, officers, employees, and agents as additional insureds on ESCO's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be on ESCO's most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

10.5. Waiver of Subrogation. Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.

10.6. ESCO Insurance is Primary. The General Liability Policy and the Auto Liability Policy shall be endorsed to provide that they are primary and non-contributory.

10.7. Premiums, Deductibles and Self-Insured Retentions. ESCO shall be solely responsible for paying deductibles and self-insured retentions applicable to the Policies.

10.8. Evidence of Coverage. At Customer's request, ESCO shall provide to Customer a duly authorized and executed certificate of insurance evidencing that the required Policies and endorsements are in effect (each a "Certificate of Insurance").

10.9. Notice of Change in Policies. ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a Policy will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

10.10. Review of Coverage. Customer's failure to identify any non-compliance with the requirements of this Article shall not be deemed as a waiver of such requirements.

10.11. Subcontractor Insurance. ESCO shall require each Subcontractor to maintain such levels and types of insurance coverage as are appropriate for the Work to be performed by such Subcontractor.

10.12. Bonds. ESCO shall provide payment and performance bonds for 100% of the Project Price to secure the faithful performance of the Work and to ensure the satisfaction of ESCO's payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract and shall not be construed to guarantee the performance of: (1) any support or maintenance service agreement, or (2) any other guarantees or warranties with terms beyond one (1) year in duration from Substantial Completion Date.

ARTICLE 11 – MISCELLANEOUS

11.1. Notices. All written Notices required to be delivered pursuant to the Contract must be in writing and addressed to the other party at its address set forth below (or to such other address as the receiving party may designate from time to time by providing written notice to the other party in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(a) If to ESCO, to:

Schneider Electric Buildings Americas, Inc.
2204 Lakeshore Dr
Homewood, AL 35209
Attention: Chris Reynolds, Vice President of Operations - Southeast
E-mail: christopher.reynolds@se.com

with copies to:

Schneider Electric Legal Department
70 Mechanic Street
Foxboro, MA 02035
Attention: Time-Sensitive Legal Notice for SEBA

(b) If to the Customer, to:
City of Tupelo
71E Troy Street
Tupelo, MS 38804
Attention: Don Lewis
E-mail: Don.Lewis@tupeloms.gov

11.2. Relationship of Parties. Nothing in this Contract creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between the parties. ESCO is an independent contractor pursuant to this Contract. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

11.3. Public Statements. Customer acknowledges that ESCO may provide information pertaining to this Project and this Contract when responding to requests for proposals, requests for qualifications, requests for references, and other requests from prospective customers and/or government agencies. However, ESCO will not disclose Customer information that has been marked confidential without Customer's prior written consent.

11.4. Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ESCO's ethics or any potential violations of ESCO's Trust Charter (code of conduct), Customer is welcome to make use of ESCO's Trust Line. The Trust Line is a confidential channel through which customers can ask questions and raise concerns. Reports can be made using the following link: https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html.

11.5. Applicable Law Deemed Included. Each and every provision required by applicable law to be included in this Contract is hereby deemed to be so included, and this Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any applicable law is not expressly included herein, or is not correctly included herein, then, upon request of either Customer or ESCO, the parties shall amend this Contract to include or incorporate, or to correctly include or incorporate, such provision.

Without limiting the generality of the foregoing, the following provisions are hereby included at Customer's direction, to the extent legally required:

11.5.1. Intentionally Left Blank

11.6. Disputes and Choice of Law. To the extent allowed by applicable law, the parties shall attempt to resolve any controversy or claim arising out of or relating to this Contract or an alleged breach hereof by mediation under the Construction Industry Mediation Procedures of the American Arbitration Association. If within 30 days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Contract shall be governed by the laws of the State of Mississippi, and any litigation or arbitration proceeding shall take place in the county in which the Project is located.

11.7. Survival; Statute of Limitations. The obligations and rights of the parties under this Contract that by their nature would continue beyond expiration, termination, or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, payment upon termination, and ownership and property rights) shall survive any such expiration, termination, or cancellation. As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the Project Completion Date for acts or failures to act occurring prior to the Project Completion Date, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the Project Completion Date.

11.8. Entire Agreement. This Contract, inclusive of the schedules, exhibits, and other documents attached hereto and expressly incorporated herein, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and verbal understandings, agreements, representations, warranties, and covenants with respect to such subject matter.

11.9. Further Assurances. Upon either party's reasonable request, the other shall execute and deliver all such further documents and instruments, and take all such further acts, as are necessary to give full effect to this Contract and applicable legal requirements.

11.10. Amendment and Modification. No amendment to or modification of this Contract is effective unless it is in writing and signed by an authorized representative of each party.

11.11. Waiver. No waiver under this Contract is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated and does not operate as a waiver on any future occasion.

11.12. Assignment. Customer may not assign any of its rights or delegate any of its obligations under this Contract without the prior written consent of ESCO. ESCO may assign its rights and delegate its obligations to any affiliate or to any person acquiring all or substantially all of ESCO's assets upon the consent of Customer, such consent not to be unreasonably withheld. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Contract.

11.13. Third-Party Beneficiaries. This Contract benefits solely the parties to this Contract and their respective permitted successors and assigns, and nothing in this Contract confers on any other person any express or implied legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

11.14. Interpretation. Unless the context otherwise requires, references in this Contract: (i) to articles, sections, exhibits, schedules, and attachments mean the articles and sections of, and exhibits, schedules, and attachments attached to, this Contract; (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Contract is the result of negotiations between, and has been reviewed by, the parties and their respective legal counsel. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

11.15. Headings. The headings in this Contract are for convenience only and do not affect the interpretation of this Contract.

11.16. Severability. If any term or provision of this Contract is deemed invalid, illegal, or unenforceable pursuant to applicable law, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Contract to affect the original intent of the parties to the greatest extent possible.

11.17. Counterparts. This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

11.18. Due Authority of Signatories. Each party represents and warrants that this Contract constitutes the legal, valid, binding, and enforceable obligation of such party, and that neither the execution nor performance of this Contract constitutes a breach of any agreement that such party has with any third party or violates any law, rule, regulation, or legal duty applicable to such party. Each party further represents and warrants that the execution of this Contract is within such party's legal powers, and that each individual executing this Contract on behalf of such party is duly authorized to do so by all necessary and appropriate action and does so with full legal authority.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Energy Services Agreement to be executed as of the Effective Date by its duly authorized representative below.

City of Tupelo, MS	**Schneider Electric Buildings Americas, Inc.** **Contractor License No. 19977-MC**
By: Todd Jordan (Signature)	By: (Signature)
Name: Todd Jordan	Name: Glenn Gaines
Title: Mayor	Title: Regional Vice President
Date: 07/09/2026	Date: 7.17.2026

SCHEDULE I
SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

1 TUPELO AQUATICS CENTER RENOVATIONS

Facilities

ESCO will provide mechanical upgrades to the following Customer facility:

- Tupelo Aquatics Center

Site-Specific Scope

Tupelo Aquatics Center

Scope of Work is for a design build project. All design details are subject to change as determined by ESCO during final design work following Customer project approval. Final design details include, but are not limited to, equipment sizing, equipment selection, equipment location, extent of demolition, extent of new work, and reuse of existing systems and materials.

This Scope of Work includes upgrades to the natatorium dehumidification and exhaust systems at the Tupelo Aquatics Center. ESCO to perform engineering and construction of the Scope of Work as defined in following sections.

General Scope for Tupelo Aquatics Center

- ECSO to provide testing and balancing services for all new equipment and systems upon completion of the Scope of Work. Certified testing and balancing report to be provided with project closeout documentation.
- ESCO will reuse and/or rework existing sidewall exhaust, return, and supply grills and penetrations in natatorium space as required to accommodate the Scope of Work as determined by ESCO.
- ESCO will temporarily remove and/or relocate existing wall fixtures including, but not limited to, conduits, piping, lighting fixtures, and natatorium devices as required to accommodate the Scope of Work as determined by ESCO. Devices found to be non-functional prior to removal and/or relocation will be reported to Customer using the Equipment Deficiency Report (EDR) process.
- ESCO will update and/or expand existing fire alarm system as required for the Scope of Work as determined by ESCO.
- ESCO will perform structural analysis for all new equipment and systems associated with the Scope of Work. ESCO to provide structural reinforcement as required by the Scope of Work as determined by ESCO.

Exhaust System Improvements

Demolition

- Demolish existing exhaust fans 7, 8, 9, 10, 12, 13 ,14, 15, 16, 17, and 18. Provide insulated curb caps for demolished roof-mounted fans or insulated penetration covers for wall-mounted fans at locations of demolished fans. Exhaust fan numbering and identification is per Customer-provided drawings titled "Tupelo Aquatics Center RE-BID", dated June 12, 2012.
- Demolish five (5) high volume low speed paddle fans located above natatorium bleacher area and associated electrical circuits and dispose of properly.
- Provide insulated blank off plates behind existing sidewall grills to remain abandoned in place. Existing exhaust grills to be re-installed over insulated panel.

New Work

- Provide and install approximately 160 linear feet of bench-style Paddock Evacuator (or equivalent alternative as determined by ESCO) chloramine exhaust system in natatorium.
- Paddock Evacuator exhaust to be connected to auxiliary fan system included with new Seresco DHUs 1 and 2.
- Provide and install new sidewall mounted EF-12 in existing wall penetration. Modify existing wall penetration as required to accommodate new EF-12 as determined by ESCO
- Provide testing and balancing services for new exhaust systems.

Natatorium Ductwork Modifications

Demolition

- Demolish existing supply and return ductwork associated with existing dehumidification units (DHUs) 1 and 2 back to units. This includes all fabric ductwork in natatorium space, metal ductwork in natatorium space, and exterior ductwork connected to DHUs 1 and 2.
    - Existing aluminum ductwork penetrating exterior wall, transiting plenum space, and penetrating interior wall to be reused as determined by ESCO.

New Work

- Provide and install new exterior aluminum ductwork between new DHUs 1 and 2. Ductwork will be externally insulated with 1" duct board insulation with non-painted aluminum jacket.
- Provide and install new interior distribution ductwork for new DHUs 1 and 2 in natatorium space. Interior ductwork will be a combination of materials. Rigid ductwork visible in the natatorium space will be spiral ductwork painted to match interior space as close as possible as determined by ESCO
- Remaining ductwork will be fabric material. Fabric ductwork color selected by Customer from manufacturers standard available colors.

Dehumidification Units 1 and 2 Replacement

Demolition

- Demolish existing Seresco DHUs 1 & 2. Existing concrete pad and electrical service to be retained for reuse.
- Disconnect existing power connections to existing DHUs 1 and 2. Demolish and dispose of properly. Existing flexible conduit connections will serve as final connection points to DHUs 1 and 2. Existing electrical conductors to remain for reuse.
- Demolish existing fence enclosure to extents required to accommodate the Scope of Work as determined by ESCO.

New Work

- Expand existing exterior concrete pad as necessary to accommodate new Seresco DHUs 1 and 2 and associated remoted condensers.
- Provide new electrical circuits for remote condensers to new main electrical distribution panel. Conduit and wiring for new remote condenser power circuits to be run above ground as determined by ESCO.
- Provide and install new DHUs 1 and 2 in outdoor enclosed space. ESCO anticipates new DHUs 1 and 2 to be Seresco CWT-series 100-ton dehumidification units with remote condensers.
- Reconnect existing power feed from existing DHUs 1 and 2 to new air handling portion of new Seresco DHUs 1 and 2.
- Provide wired connection to Customer IP-network for Seresco WebSentry monitoring program.
- Replace or expand fencing as necessary to enclose new equipment with sufficient space for airflow per manufacturer recommendations.

- Provide extended equipment warranties for new Seresco DHUs 1 and 2 per below. All warranty inclusions, exclusion, terms and conditions apply as defined by the manufacturer.
    - (5) five years on equipment driveline
    - (5) five years on compressors
    - (5) five years on coils
    - (10) ten years (pro-rated) on heat exchanger

Electrical Main Distribution Panel Replacement

Demolition

- Disconnect all existing feeders from existing 1200A main distribution panel. Prepare existing feeders for reuse.
- Demolish existing 1200A main distribution panel and dispose of properly.

New Work

- Provide and install new fully rated 1200A main distribution panel with integrated electrical metering capabilities.
- Rework existing electrical feeders as necessary to accommodate installation of the new panel. Extent of rework required as determined by ESCO.
- Terminate existing electrical feeders into new 1200A main distribution panel.

Bleachers

- Provide and assemble tip and roll aluminum bleachers in the following sizes and quantities:
    - (6) four row low-rise bleachers 15' in length
    - (1) four row low-rise bleacher 9' in length
    - (5) two row standard rise bleachers 15' in length

CUSTOMER RESPONSIBILITIES

ESCO provides the following Customer Responsibilities for the Section 2 Tupelo Aquatics Center Renovations Scope of Work:

- Customer acknowledges that the Scope of Work is a complex construction project. Customer acknowledges that ESCO will make best efforts to accommodate swim meet schedule and normal building operations. However, ESCO makes no guarantee that operational or meet schedules will not be impacted by the Scope of Work, which may necessitate rescheduling of activities or modifications to operations.
- Customer acknowledges that the following design parameters for the Tupelo Aquatics Center are accepted. The competition and recreational pool water temperature setpoints shall be 80 degrees Fahrenheit. The natatorium indoor dry bulb air temperature setpoint shall be 82 degrees Fahrenheit. The natatorium relative humidity setpoint shall be 62%. These design parameters are for a design degree day defined as outdoor dry bulb air temperature of 98 degrees Fahrenheit and an outdoor wet bulb air temperature of 80 degrees Fahrenheit. The design parameters are for a maximum natatorium occupancy of 1600 persons.
- Customer agrees to operate the aquatics center on a single existing Seresco unit beginning on February 22nd, 2027 until the start of the shutdown period on March 15th, 2027. Customer acknowledges that ESCO makes no provisions for temporary conditioning during this time period.
- Customer has agreed to close the Aquatics Center to the public for the period beginning March 15th, 2027 through April 2nd, 2027.

- Customer acknowledges that both existing Seresco units will be inoperable during the shutdown period between March 15th, 2027 and April 2nd, 2027 and that ESCO will not provide temporary conditioning to the natatorium space. Any alteration to the shutdown schedule will be communicated by ESCO at the earliest possible date for review and approval by the Customer.
- Customer acknowledges that one-year labor warranty from Seresco for new DHUs 1 and 2 requires connection to Seresco WebSentry system and remote monitoring by manufacturer.
- Customer acknowledges that project elements including, but not limited to, supply ductwork, exhaust ductwork, piping and electrical systems and structural reinforcements will be visible in the natatorium space.
- Customer acknowledges that the Scope of Work involves major renovations to facility systems that will render those systems to be inoperable or to have reduced capability for extended periods of time. ESCO will require closure of natatorium during periods of construction to allow for safe execution of the Scope of Work as determined by ESCO. ESCO will coordinate with Customer to minimize impacts to facility operations to the extent possible as determined by ESCO.
- Customer is responsible for notification to facility staff and public of facility operations changes during execution of the Scope of Work.
- Customer is responsible for identification of areas that may require temporary conditioning equipment during implementation of the Scope of Work. Customer is responsible for provision of temporary conditioning equipment unless specified in the Scope of Work.
- Customer acknowledges that ESCO will make best efforts to limit the incursion of construction debris into the pools during the construction period but that it will not be possible to completely eliminate the incursion of construction debris.
- Customer agrees to perform the following tasks during the shutdown period planned between March 15th, 2027, and April 2nd, 2027
    - Customer will shut down pool pumping systems. Customer acknowledges that ESCO is not responsible for water loss during this period.
    - Customer will operate pool vacuum systems continuously during the shutdown period.
    - Customer will operate pumps continuously on the second to last day of the shutdown period.
    - Customer will perform a strainer cleaning and pool filter change on the final day of the shutdown period.
- Customer agrees that provided aluminum tip and roll bleachers are sufficient to provide necessary seating during events.
- Customer is responsible for placement and storage of aluminum tip and roll bleachers.
- Customer acknowledges that new fencing may not be an exact visual match for existing materials.
- Customer is responsible for ensuring all fire alarm systems are cleared of any existing faults or trouble alerts prior to connection and startup of new HVAC equipment.

CLARIFICATIONS

ESCO provides the following Clarifications for the Section 1 Tupelo Aquatics Center Renovations Scope of Work:

- Performance of the systems installed under this Scope of Work is based on design parameters, operating conditions, and system components expressly included in the Scope of Work. ESCO is not responsible for system performance degradation caused by equipment, systems, or operational conditions outside the Scope of Work.
- All existing equipment naming identification is per Customer-provided drawings titled "Tupelo Aquatic Center Re-Bid" dated June 12th, 2012.

- All existing roof curbs to be reused in the Scope of Work are assumed to be in suitable condition for reuse.
- ESCO will match existing fencing as closely as possible with commercially available material as determined by ESCO.
- Fire alarm modifications are limited to those directly required to support the installation of new equipment included in this Scope of Work. Any upgrades required to bring the existing fire alarm system into full code compliance are excluded unless specifically identified.
- The Mechanical scope above does not include any engineering, equipment, devices, or operating parameters considering recommendations or industry practices related to the operation of the mechanical equipment relative to Pandemic/Epidemic or Post-Pandemic/Post-Epidemic conditions. Operating parameters associated with these conditions can have an impact on savings, system capabilities, and performance.
- Scope of work will require the HVAC systems and heating/cooling in these spaces to be temporarily inoperable. Special coordination with the facility occupants and operations will be required as to minimize space disruption.
- Existing mechanical and electrical system appurtenances found suitable for re-use by ESCO will remain in place for use at the discretion of ESCO. This includes, but is not limited to, support structures, ductwork, electrical conduit, wiring, and piping.
- Reuse of existing components is based on visual inspection and available information. ESCO does not warrant the performance or condition of existing systems or components not replaced under this Scope of Work.
- ESCO will take reasonable care during removal and reinstallation; however, ESCO is not responsible for latent defects, hidden damage, or failures of existing systems not included in the Scope of Work.
- Existing equipment, piping, and accessories made obsolete by this scope are to be abandoned in-place unless demolition and removal are specifically included in Scope of Work.
- Changes to the design intent to include additional operation of system to reduce humidity or include extra conditioning will require adjustments in savings calculations.
- Painting of natural gas lines is limited to new installations only.
- General Clarifications listed at the end of this schedule.

EXCLUSIONS

ESCO excludes the following items for the Section 1 Tupelo Aquatics Center Renovations Scope of Work:

- Testing and balancing is limited to systems installed under this Scope of Work and is performed to verify operation of installed equipment. TAB results may be impacted by existing systems, building conditions, and operational factors outside the Scope of Work.
- Damage to pool surfaces, pool linings or pool equipment caused by construction debris, except when such damage is caused by actual malice or the gross negligence of ESCO or any agent, employee or subcontractor thereof.
- Cost to repair or replace existing roof curbs to be utilized in the Scope of Work.
- Cost to identify, troubleshoot, or repair any existing faults or trouble alerts in fire alarm systems.
- Costs associated with delay in equipment startup due to failure of Customer to correct existing fire alarm faults or trouble alerts.
- After hours fire watch.
- Night/holiday work unless otherwise specified in the Scope of Work.
- Materials and labor associated with modifications to existing systems and equipment not identified in these documents as included in the Scope of Work.
- Commissioning of existing systems not identified in these documents as included in the Scope of Work.
- Waste disposal other than that required to accomplish the Scope of Work.
- Demolition of equipment, piping and accessories indicated herein to be abandoned in-place unless indicated herein to be included.

- The cost for temporary power to facilities at any time during the construction period.
- The cost for temporary food storage facilities at any time during the construction period.
- Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
- Water treatment equipment not specified in the Scope of Work.
- Structural analysis and reinforcement are limited to supporting new equipment installed under this Scope of Work. Pre-existing structural deficiencies or conditions requiring global building upgrades are excluded.
- Repair, removal, or replacement of existing structural and/or architectural systems no longer performing design intent.
- Building envelope modifications not specified in the Scope of Work.
- Painting of existing natural gas lines to be reused.
- Replacement or repair of ductwork and diffusers not specified in the Scope of Work.
- Replacement or repair of ductwork airflow control devices not specified in the Scope of Work.
- Replacement or repair of piping not specified in the Scope of Work.
- Replacement or repair of existing safety devices not specified in the Scope of Work.
- Replacement or repair of any fire alarm system devices and wiring not specified in the Scope of Work.
- Ductwork and piping insulation not specified in the Scope of Work.
- Repair or replacement of electrical systems not specified in the Scope of Work.
- Equipment replacement and their components not specified in the Scope of Work.
- General exclusions listed at the end of this schedule.

END OF SECTION 1 TUPELO AQUATICS CENTER RENOVATIONS

2 BUILDING AUTOMATION SOFTWARE MIGRATION

Facilities

ESCO will provide Building Automation System (BAS) software migration the following Customer facilities:

- Ballard Park
- Bel Air Center
- CC Augustus Park
- Tupelo City Hall
- Eastwood Park
- Dot Cooper Kelly Park
- Fire Station #1
- Fire Station #5
- Fire Station #6
- Haven Acres Community Center
- Haven Acres Community Center
- North Side Boys and Girls Club
- Oren Dunn Museum
- PAL Building
- Parks and Rec Department
- Tupelo Police Station
- Rob Leake Park
- Rockwell Center
- Veterans Park

Project Scope of Work

- ESCO will provide EcoStruxure Enterprise Server software to be installed on Customer-provided server.
- ESCO will provide a central workstation on a virtual machine. Virtual machine to be provided by Customer.
- ESCO will integrate all buildings included in Scope of Work into new EcoStruxure Enterprise Server.
- ESCO will update existing StruxureWare building automation software to EcoStruxure version 3.2.4 or newer. Final determination of software version to be installed to be determined by ESCO.
- ESCO will retain existing graphics package. Graphics package will be migrated to new EcoStruxure software environment.

CUSTOMER RESPONSIBILITIES AND ACKNOWLEDGMENTS

ESCO provides the following Customer responsibilities and acknowledgements for the Section 3 Building Automation Scope of Work:

- Customer acknowledges that the Scope of Work in Section 3 Building Automation Software Migration is limited to software migration only and does not include any troubleshooting, upgrading, or repair of any existing systems in the facilities included.
- Customer is responsible for resolution of any existing networking issues causing an offline state for any of the facilities included.

CLARIFICATIONS

ESCO provides the following Clarifications for the Section 2 Building Automation Software Migration Scope of Work:

- ESCO will be responsible for all final design decisions.
- Communication from each building to the central workstation will be provided through the owner's wide area network.
- Work shall be performed during daytime, evening, weekend, and holiday hours at ESCO discretion, unless otherwise specified in the Scope of Work. ESCO will coordinate the schedule with Customer,

in effort to limit disruptions to facility operations.
- General Clarifications listed at the end of this schedule.

EXCLUSIONS

ESCO excludes the following items for the Section 2 Building Automation Software Migration Scope of Work:

- Troubleshooting, repair, validation, commissioning or any other tasks associated with facilities included in the Scope of Work.
- Upgrade, repair, or replacement of any existing BAS hardware in the facilities included in the Scope of Work.
- General exclusions listed at the end of this schedule.

END OF SECTION 2 BUILDING AUTOMATION SOFTWARE MIGRATION

3 TUPELO AQUATICS CENTER BUILDING AUTOMATION

Facilities

ESCO will provide a new Building Automation System (BAS) at the following Customer facility:

- Tupelo Aquatics Center

Project General Scope of Work

- ESCO will provide site-specific basic user training.

Site-Specific Scope

Tupelo Aquatics Center

General Scope for Tupelo Aquatics Center

- ESCO will demolish existing Delta Automation building automation system. ESCO will reuse existing hardware, devices, or wiring to extent possible as determined by ESCO.
- ESCO will provide and install new EcoStruxure Automation Server hardware and software v6.0 or higher. Final determination of software version to be installed to be determined by ESCO.

Building Automation System Points List

- ESCO will provide and install new building automation system hardware as required to accommodate building automation system points list included below. Extent of upgrade or replacement of existing building automation system hardware as determined by ESCO.

DX Rooftop Units w/Gas Heat (Typical of 4)

Control Points	*Monitoring Points*
▪ Cooling Command	▪ Space Temperature
▪ Heating Command	▪ Space Temperature Setpoint Adj.
▪ Supply Fan Command	▪ Space Override
	▪ Space Humidity
	▪ Supply Air Temperature
	▪ Supply Fan Status

AAON DX Rooftop Outside Units w/Gas Heat (Typical of 2) [1]

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable	▪ Space Temperature
▪ Heating Enable/Disable	▪ Space Temperature Setpoint Adj.
▪ Supply Fan Command	▪ Space Override
	▪ Supply Air Temperature
	▪ Supply Fan Status

Seresco DHUs (Typical of 2)[2]

Control Points	*Monitoring Points*
▪ DHU System Operational Mode	▪ Supply Air Temperature ▪ Return Air Temperature ▪ Return Air Humidity ▪ Space Temperature ▪ Space Humidity

Boiler Plant for Heating Pool Water

Control Points	*Monitoring Points*
▪ Boiler Enable/Disable (x2) ▪ Pump Command (x5) ▪ Pump VFD Speed (x3) ▪ Valve Command (x8)	▪ Hot Water Temperature (x14) ▪ Water Differential Pressure (x3) ▪ Pump VFD Alarm (x3) ▪ Pump VFD Speed Feedback (x3) ▪ Pump Status (x2) ▪ Boiler Status (x2) ▪ Valve Position Feedback (x8)

Miscellaneous

Control Points	*Monitoring Points*
	▪ Outside Air Temperature ▪ Outside Air Humidity ▪ Bldg. kW Meter

[1] Additional monitoring/control points will be available in the BAS through the BACnet integration interface. Inputs and Outputs of existing equipment are subject to change based on availability discovered during integration.

[2] Additional monitoring/control points will be available in the BAS through the BACnet integration interface. Inputs and Outputs of new equipment are subject to change based on final unit selection for new mechanical equipment.

CLARIFICATIONS

ESCO provides the following Clarifications for the Section 3 Building Automation Scope of Work:

- ESCO will be responsible for all final design decisions including controller selection, point configurations, and end device selection and will base such decisions on current standards and engineering practices of ESCO.
- Communication from each building to the central workstation will be provided through the owner's wide area network.
- Work shall be performed during daytime, evening, weekend, and holiday hours at ESCO discretion, unless otherwise specified in the Scope of Work. ESCO will coordinate the schedule with Customer, in effort to limit disruptions to facility operations.
- ESCO will not add or control any window units via the building automation system.
- ESCO will not control any self-contained units (units with integral control, not for remote control) via the building automation system.
- ESCO will reuse existing equipment for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices need repair or replacement, this will be the responsibility of the Customer. ESCO will create an EDR (equipment deficiency report) to give Customer written notification if such equipment or devices are found.

- Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- ESCO will only control equipment and/or devices shown in the Scope of Work, unless devices are not suitable for automated control. Equipment and devices not in the Scope of Work are excluded.
- If equipment/devices controlled by the existing BAS are not in the Scope of Work, ESCO is not responsible for their functionality.
- Conduit will only be used from controller panels to the lower of a finished ceiling or 8' for all low voltage wiring and shall be in compliance with local codes and authorities having jurisdiction.
- ESCO will make the final decision for controller selection, point configurations, and end devices selection based on current standards and engineering practices of ESCO.
- ESCO will not be responsible for any modification or extension of the existing WAN/LAN for execution of this project.
- ESCO will not be responsible for the functionality of the existing safety devices. Pre and post testing of these smoke, fire, and life safety systems will be the responsibility of the Customer and the sequence will be provided to ESCO.
- ESCO will reuse existing safety circuits unless specified in the Scope of Work.
- Demolition of the existing BAS will be performed to the extent needed to implement the new DDC system as determined by ESCO.
- Reuse of enclosures, wire, and end devices will be determined by ESCO.
- General Clarifications listed at the end of this schedule.

EXCLUSIONS

ESCO excludes the following items for the Section 3 Building Automation Scope of Work:

- Troubleshooting, validation, commissioning or any other tasks associated with Tupelo City Hall, Parks and Recreation Office Building, Rockwell Center, and Rob Leake Park.
- Alterations, expansions, or modifications of building automation system beyond what is required for new mechanical as defined in Sections 1 and 2.
- Integration into the building automation system of exhaust fans controlled by occupancy sensors or local switches and exhaust fans that do not exhaust to the exterior of the building.
- Controlling the HVAC equipment located in buildings without WAN/LAN network communication.
- Demolition of existing BAS system beyond extent required for implementation of new work as determined by ESCO.
- Any painting and repair patching of existing walls, sheetrock, plaster, brick, wood, etc. due to the removal of existing thermostats (for retrofit with DDC sensor or new thermostat)
- Hydronic/ air flow testing and balancing on HVAC equipment.
- Repair of existing HVAC and control equipment not specified in the Scope of Work.
- Repair or replacement of existing safeties on equipment or any life safety equipment not specified in the Scope of Work.
- Repair or replacement of non-functional actuators, dampers, and valves not specified in the Scope of Work.
- General exclusions listed at the end of this schedule.

END OF SECTION 3 BUILDING AUTOMATION

GENERAL CLARIFICATIONS

ESCO provides the following clarifications that apply to all scopes of work in Schedule 1. For additional scope specific clarifications, refer to the clarifications listed in each Scope of Work section above.

- In the event of significant delay in acquiring materials or equipment, or a significant increase in the price of materials or equipment, that occurs during the performance of the Contract, the Contract Price and/or the Contract Time, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by 15% between the Effective Date and the date on which such item is scheduled to be purchased and/or installed. Any change to the Contract Price and/or Contract Time shall be subject to the approval of Customer, and any such approval shall not be unreasonably withheld.
    - *Additionally, in the event a significant price increase occurs, ESCO and Customer agree to cooperate in good faith to consider alternative materials and designs that would mitigate the impacts of the significant price increase without significantly decreasing energy savings to be delivered under the Contract or proceed forward with a change order for costs above the 15% increase.*
- Due to unprecedented supply chain issues, it may be necessary to perform portions of the work during times that may be less than ideal in order to maintain project schedule and funding. In the event that work planned for unoccupied periods (i.e. summer or winter breaks) gets delayed due to supply chain and/or market (i.e. labor) issues, ESCO will work with Customer to schedule work during the occupied periods. ESCO will notify and collaborate a plan with the Customer to work around constraints, as possible, to maintain project performance. Customer will work with ESCO to provide accommodations for sufficient access to occupied spaces to allow for completion of the project during the original planned contract duration.
- ESCO will provide Customer with equipment deficiency reports (EDRs) for any existing system deficiencies that impede ESCO ability to execute the Scope of Work.
- ESCO Engineer of Record(s), for applicable scopes, has final decision on design and design specifications, unless provided by Customer and incorporated into this contract. Changes to the design that may differ from the scope of work details in this Schedule will be presented to the Customer prior to implementation.
- Work shall be performed during daytime, evening, weekend, and holiday hours at ESCO discretion, unless otherwise specified in the Scope of Work. ESCO will coordinate the schedule with Customer in an effort to limit disruptions to facility operations.
- ESCO has developed the scope of work under the understanding that Customer has provided ESCO all relative insight and inherent knowledge on the operation of the facilities, any deficiencies of the facilities and/or equipment and any requirements or specifications to be included as part of the scope of work.
- Customer is responsible for the selection of paint colors, flooring colors and other aesthetic matching material for any repairs included in the scope of work. Painting and repairs are limited to 1' radius around the affected area. Matching of color and material is limited by age, selection, etc. Selection and accuracy of color/material matching is the responsibility of Customer. It should be noted that tone differences in color or material may be unavoidable due to age and commercially available options. ESCO will assist in the process.
    - Excessive cost or upgrades are excluded from the scope of work.
    - Re-painting, re-application or re-repair based on the Customer selected color or material selection and acceptance of applied selection is excluded from the scope of work.
- Ceiling tiles and ceiling grid will be re-used unless damaged during construction. Ceiling tiles damaged by ESCO during construction will be replaced with new tiles. Matching of ceiling tile color and pattern shall be limited by current commercial availability should replacement tile be required.

Similar or complementary tiles shall be provided where exact matches are not available. Custom tiles are excluded.

- Customer is responsible for handling and transportation of any salvaged equipment chosen to retain. Customer shall coordinate with ESCO for subcontractor to load equipment onto Customer-provided transportation when equipment is removed from the building. Additional handling of salvaged equipment will result in a Change Order to Customer.
- Removal and storage of ceiling tiles that have been painted or otherwise modified from the original manufacturers' design and appearance will be performed by the Customer. ESCO will not be responsible for damage to ceiling tiles.
- Salvage materials will be turned over to Customer (at Customer's request). Salvage materials not requested to be retained by Customer shall be properly disposed of off the site.
- Customer is responsible for the design, safety, and accessibility of ladders permanently attached to the building.
- Unless specifically included in the scope of work, Customer is responsible for handling and transportation of any salvaged equipment chosen to retain. Customer shall coordinate with ESCO for subcontractor to load equipment onto Customer-provided transportation when equipment is removed from the building. Additional handling of salvaged equipment will result in a Change Order to Customer.
- Customer is responsible for funding and the applicable use of funds for the scopes in this contract. If the funding is deemed not applicable to the work performed under this contract, Customer remains obligated for contract amount via other funding methods.

GENERAL EXCLUSIONS

ESCO provides the following general exclusions that apply to all scopes of work in Schedule 1. For additional scope specific exclusions, refer to the exclusions listed in each Scope of Work section above.

- Anything not clearly defined or stated in the Scope of Work.
- Costs related to delays resulting from failure of Customer to address equipment deficiency reports that impact ESCO ability to execute the Scope of Work or close the project.
- Repairs, remedies, and any development of any such repairs or remedies due to unforeseen, undisclosed, and unidentified conditions
- Warranty for any reused parts or parts provided by Customer.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work
- Cleanup beyond construction debris, such as dusting, air scrubbers
- Structural modifications not specified in the Scope of Work
- Additional labor costs due to restriction of allowable work hours, provided however, ESCO is aware that Customer's facilities are used as public facilities and has been provided the current operating schedules. Any additional cost hereunder shall be limited to costs arising from circumstances of which ESCO was not made aware during the development phase, and that are not reasonably anticipated at the time of this Contract.
- Additional labor costs due to limitations to access and keys.
    - Customer shall provide facility access adequate to the requirements of ESCO and their subcontractors. Keys, access cards, and/or escorts will be provided for all facilities involved in the Scope of Work in a quantity sufficient to facilitate execution of scopes at multiple locations with multiple trades.
    - Customer is subject to change orders for delays resulting from limited or restricted access for scheduled or previously coordinated work. Keys and/or access cards will be issued to ESCO project personnel and subcontractor site foreman or lead personnel.
- Hazardous materials testing and abatement not specified in the Scope of Work

    - Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing.
    - Customer will provide testing for suspected hazardous materials if current test reports are not available.
    - Customer is subject to change orders for delays and additional costs due to hazardous material testing and abatement work stoppages.
- Materials and labor associated with modifications to existing systems and equipment not identified as included in the Scope of Work
    - Patching of fire rated walls beyond area directly affected by Scope of Work
    - Maintenance of egress routes and signage
    - Existing open J boxes
    - Existing wiring resting on ceiling grid.
    - Life safety interlocks
    - Floor repair not specified in the Scope of Work.
    - Painting of an area where equipment was removed or altered.
    - Screening to hide equipment.
- Testing, adjusting, and balancing unless specified in the Scope of Work
- Commissioning of existing systems not identified in the Scope of Work
- The cost for utilities including natural or propane gas, fuel oil, electricity, potable or non-potable water during the construction period.
- The cost for equipment, labor, and/or utilities to provide temporary heating or cooling of facilities during the construction period.
- Cost escalation of materials as a result of a delay in the construction schedule caused by Customer action or inaction.
- Inspection and permitting fees for agencies (state and/or federal) other than the local authority having jurisdiction.
- Repair or replacement of ceiling beyond that required to accomplish the Scope of Work.
- Fees and project costs for third party engineers acting as Customer's agent.
- All damage and performance limitations considered Acts of God
- Any remedies or repairs as the result of Authority Having Jurisdiction inspections that are not defined in the scope of work, including but not limited to, existing electrical, infrastructure, mechanical, or other conditions that are not up to code or impact the performance of the building systems or safety.
- Electronic drawings in any format other than PDF
- Repair or replacement of sprinkler systems or underground utilities not specifically included in the scope of work.
- Landscaping, exterior site work, and any related services not specifically included in the scope of work.
- Costs for delays and remediation of unforeseen and/or hidden conditions related to unanticipated soil conditions, environmental contamination, geological conditions, and archaeological findings.

SCHEDULE 2: EXHIBIT A
PERFORMANCE ASSURANCE SUPPORT SERVICES

SECTION 1 – SERVICES DURING INITIAL TERM

ESCO shall provide the Performance Assurance Support Services (the "Services") defined below to Customer during the Initial Term as defined in Schedule 2.

Contract Year 1

Training

ESCO will provide 8 hours of On-Site training. Customer will schedule training sessions at least 14 days in advance. ESCO and Customer will work to schedule a mutually acceptable date for each visit. Customer will be responsible for providing access to the training location and paying for any fees associated with that location. The training location must include internet and Customer EMS access. ESCO does not impose any restrictions on the number of Customer employees attending training sessions so long as the location will accommodate that number.

Remote System Monitoring & Reporting

ESCO will remotely access your energy management system on a monthly basis. During each session, the system will be inspected, and variables will be compared to the contractual agreement. Additionally, ESCO will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported, and that report will be delivered to Customer electronically. ESCO will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

Remote Energy Management, Training & Technical Support

ESCO will provide 24 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated, and it is the expectation of ESCO that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the ESCO representative documents as used for that task. No credit will be given towards future years if all of the 24 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10-hour blocks which will remain available for use until the end of the next project year.

On-Site Visit

ESCO will provide On-Site Energy Consulting consisting of 2 site visits per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. ESCO and Customer will work to schedule a mutually acceptable date for each visit.

SECTION 2 – SERVICES AFTER INITIAL TERM

After the end of Initial Term and each subsequent term thereafter, Customer may either (1) renew the same level of Service as set forth in the Initial Term or previous term, (2) change the Service level by selecting one or more of the options defined below, or (3) terminate this Agreement and the Savings Guarantee in accordance with the termination provisions contained herein. All prices will be calculated at the time of renewal.

Contract Year 2+ Proposed Pricing: $7,525

Remote System Monitoring & Reporting

ESCO will remotely access your energy management system on a bi-monthly basis. During each session, the system will be inspected, and variables will be compared to the contractual agreement. Additionally, ESCO will inspect the system for other areas of malfunction or energy waste and report those findings for Customer review. All findings will be reported, and that report delivered to customer electronically. ESCO will notify Customer if remote access is not available. Customer is responsible for restoring remote access and notifying ESCO. ESCO is not responsible for providing the planned service session if remote access is unavailable.

Remote Energy Management, Training & Technical Support

ESCO will provide 12 hours of remote energy management support. This time can be used for any of the following activities including scheduling, system adjustment, on-demand remote energy management system training or technical support. All Remote Support is client initiated and it is the expectation of ESCO that if a client does not remain on the phone for the duration of the time required to accomplish the task, the customer will accept the time, up to the limit of the hours already purchased and not used, that the ESCO representative documents as used for that task. No credit will be given towards future years if all of the 12 hours are not used by the end of the project year. If all of the hours are exhausted at any time before the end of the year, additional hours can be purchased in 10-hour blocks which will remain available for use until the end of the next project year.

On-Site Visit

ESCO will provide On-Site Energy Consulting consisting of 1 site visit per year. This service will include a site assessment to determine current conditions and identify areas of improvement. Each site visit will be documented in a report indicating the findings and outlining a plan for further improvement. Customer is responsible for providing access to all mechanical and electrical equipment and any supervision required by Customer. Site visits must be requested 14 days or more prior to the requested date. ESCO and Customer will work to schedule a mutually acceptable date for each visit.

The PASS Services outlined in this contract will be prorated for Year 2 to properly align with the Existing PASS Services from the first phase of work (PC14P0022) signed 3/3/2015. For convenience, after such time a single annual renewal will be paid by CUSTOMER for PASS Services that will encompass both phases of work.

The available service options may be amended from time to time at the sole discretion of ESCO.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE July 17, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF SPRING STREET AND JEFFERSON STREET IN THE CITY OF TUPELO, MISSISSIPPI AND TO APPROVED THE EXECUTED PURCHASE AGREEMENT **SR**

Request:

Approve the attached order and associated contract.

ORDER

ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED ON THE NORTHEAST CORNER OF SPRING STREET AND JEFFERSON STREET IN THE CITY OF TUPELO, MISSISSIPPI AND TO APPROVE THE EXECUTED PURCHASE AGREEMENT

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

WHEREAS, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located on Northeast corner of **North Spring Street, Parcels #089K-31-239-00, #089K-31-240-00, and #089K-31-241-00,** (hereinafter "Subject Property") from **Carroll Park, LLC, A Mississippi Limited Liability Company,** for the best negotiated price of Two Hundred Fifty Thousand Dollars ($250,000.00), which is the lesser of the best negotiated price or the approved appraisal of the fair market value or the price at which the property is offered for sale; and

WHEREAS, the Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

INDEXING INSTRUCTIONS: Northeast Quarter of Section 31, Township 9 South, Range 6 East, In the City of Tupelo, Lee County, Mississippi.

Tract 1: Parcel Number 089K-31-239-00 / PPIN 22456

Commencing at the intersection of the North side of Jefferson Street and the East side of Spring Street and run North 116 feet along the East side of Spring Street for a Point of Beginning; thence run East 100 feet; thence run North 23 feet 4 inches; thence run West 100 foot to the East side of Spring Street; thence run South 23 feet 4 inches to the Point of Beginning.

Lying and being in the Northeast Quarter of Section 31, Township 9 South, Range 6 East, in the City of Tupelo, Lee County, Mississippi.

ALSO Tract 2 Parcel Number 089K-31-240-00 / PPIN 22457

The land described as a storehouse and lot in the City of Tupelo, Mississippi; described as commencing at a point 70 feet North of the Southwest corner of Block 46 in the Sherwood Survey on the East side of Spring Street in the City of Tupelo, Mississippi, said point being 70 feet North of the North side of Jefferson Street and running thence North on the East line of Spring Street a distance of 47 feet to the middle of the partition

wall between the store formerly occupied by Guy Iverson on te North and C.A. Caffey on the South on September 5, 1916, thence East 100 feet; thence South 47 feet; thence West 100 feet to the Point fo Beginning in the Northeast Quarter of Section 31, Township 9 South, range 6 East, in Tupelo, Lee County, Mississippi; intending to describe the land conveyed by deed from the Bank of Tupelo recorded in Book 250 at Page 639 of the Land Records of Lee County, Mississippi; intending to describe and convey the same real property conveyed to the City of Tupelo by Tax Land Patent recorded in Book 1609 at Page 223 of the Land Records on file in the Office of the Chancery Clerk of Lee County, Mississippi.

Subject to the City of Tupelo reserving all mineral rights in and to the above described Tract No. 2

ALSO Tract No. 3: Parcel Number 089K-31-241-00 / PPIN 19146

Beginning at the intersection of the North Line of Jefferson Street with the East Line of Spring Street in the City of Tupelo, Lee County, Mississippi, run thence East along the North line of Jefferson Street 112 feet; thence North 115 feet; thence West 12 feet; thence South 45 feet; thence West 100 feet; thence South 70 feet along the East line of Spring Street to the Point of Beginning.

Said land lying and being in the Northeast Quarter of Section 31, Township 9 South, Range 6 East, In the City of Tupelo, Lee County, Mississippi.

WHEREAS, the City of Tupelo also owns additional properties near the Subject Property; and

WHEREAS, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the redevelopment of this area.

NOW, THEREFORE, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.
2. The City Council authorizes the purchase of the Subject Property for not more than Two Hundred Fifty Thousand Dollars ($250,000.00).
3. The Mayor of the City of Tupelo and the City Clerk are hereby authorized by the City Council to enter into a purchase agreement for the purchase of the Subject Property and hereby approve and ratify the executed contract attached hereto as Exhibit "A": to further execute all documents necessary to effectuate the purchase of the said property.
4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

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

Councilmember Mims voted	Aye
Councilmember Bryan voted	Aye
Councilmember Beard voted	Aye
Councilmember Davis voted	Aye
Councilmember Nolan voted	Aye
Councilmember Gaston voted	Aye
Councilmember Jones voted	Aye

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

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 21st day of July, 2026.

CITY OF TUPELO, MISSISSIPPI

LYNN BRYAN, City Council President

ATTEST:

Sandra Shumaker
SANDRA SHUMAKER
Clerk of Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

07-21-26
DATE

CONTRACT OF PURCHASE

AGREEMENT entered into this the 8th day of July, 2026, by and between **CARROLL PARK, LLC** (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described on the attached Exhibit "A" (the "Subject Property").

1. PRICE. The purchase price of the property shall be Two Hundred and Fifty Thousand and 00/100 Dollars ($250,000.00) and shall be due and payable at closing.

2. CLOSING. Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, free of liens, incumbrances, or clouds on title of any and every kind, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction or reservation which an accurate title search would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.

3. CLOSING COSTS. Seller is to pay for preparation of the warranty deed. Purchaser is to pay for all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated as of the date of closing.

4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller has made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION AND MAINTENANCE AND ADVERTISING: Seller and Purchaser shall work together to reasonably set a time for closing, which shall not exceed 60 days from the effective date of this agreement. Possession shall pass at Closing.

6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.

7. CLOSING AGENT: Buyer and Seller have chosen attorney Steven Cork of Riley, Caldwell, Cork and Alvis, PA to conduct the closing of the Subject Property.

EXHIBIT "A"

8. MISCELLANEOUS: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi. This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

TODD JORDAN,
MAYOR
CITY OF TUPELO, MISSISSIPPI
P.O. BOX 1485
TUPELO, MS 38802

SELLER

WILLIAM DAVID SIMPSON,
MANAGING MEMBER
CARROLL PARK, LLC
532 HEARDTOWN ROAD
TUPELO, MS 38804

INDEXING INSTRUCTIONS:

Northeast Quarter of Section 31, Township 9 South, Range 6 East, In the City of Tupelo, Lee County, Mississippi.

Tract 1: Parcel Number 089K-31-239-00 / PPIN 22456

Commencing at the intersection of the North side of Jefferson Street and the East side of Spring Street and run North 116 feet along the East side of Spring Street for a Point of Beginning; thence run East 100 feet; thence run North 23 feet 4 inches; thence run West 100 feet to the East side of Spring Street; thence run South 23 feet 4 inches to the Point of Beginning.

Lying and being in the Northeast Quarter of Section 31, Township 9 South, Range 6 East, in the City of Tupelo, Lee County, Mississippi.

ALSO Tract 2: Parcel Number 089K-31-240-00 / PPIN 22457

The land described as a storehouse and lot in the City of Tupelo, Mississippi; described as commencing at a point 70 feet North of the Southwest corner of Block 46 in the Sherwood Survey on the East side of Spring Street in the City of Tupelo, Mississippi, said point being 70 feet North of the North side of Jefferson Street and running thence North on the East line of Spring Street a distance of 47 feet to the middle of the partition wall between the store formerly occupied by Guy Iverson on the North and C. A. Caffey on the South on September 5, 1916; thence East 100 feet; thence South 47 feet; thence West 100 feet to the Point fo Beginning in the Northeast Quarter of Section 31, Township 9 South, Range 6 East, in Tupelo, Lee County, Mississippi; intending to describe the land conveyed by deed from the Bank of Tupelo recorded in Book 250 at Page 639 of the Land Records of Lee County, Mississippi; intending to describe and convey the same real property conveyed to the City of Tupelo by Tax Land Patent recorded in Book 1609 at Page 223 of the Land Records on file in the Office of the Chancery Clerk of Lee County, Mississippi.

Subject to the City of Tupelo reserving all mineral rights in and to the above described Tract No. 2.

ALSO Tract No. 3: Parcel Number 089K-31-241-00 / PPIN 19146

Beginning at the intersection of the North Line of Jefferson Street with the East Line of Spring Street in the City of Tupelo, Lee County, Mississippi, run thence East along the North line of Jefferson Street 112 feet; thence North 115 feet; thence West 12 feet; thence South 45 feet; thence West 100 feet; thence South 70 feet along the East line of Spring Street to the Point of Beginning.

Said land lying and being in the Northeast Quarter of Section 31, Township 9 South, Range 6 East, In the City of Tupelo, Lee County, Mississippi.

Docusign Envelope ID: E11F49CE-E7E3-82DD-803C-26BB696F2455

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made and entered into as of the last date of execution by and among the City of Tupelo, Mississippi, acting by and through its City Council ("City") and Guaranty Bank and Trust ("Guaranty"), a Mississippi banking corporation and its successors or permitted assigns.

WHEREAS, Guaranty is purchasing certain real property and easements located in the City located at 125 East Main Street for development and construction of a stand-alone 2-story bank of approximately 3,000 square feet per story;

WHEREAS, the Guaranty expects that the Project will result in a capital investment of not less than Four Million Five Hundred Thousand Dollars ($4,500,000), and that the Project will be substantially completed on or before Thirty-Six (36) months after Guaranty acquires the property;

WHEREAS, City has determined that the proposed Project will benefit the residents of the City by eliminating blight, increasing both employment and tax revenues and the standard of living for the residents of the City; and

WHEREAS, the parties hereto wish to set forth and memorialize their mutual understandings and obligations with respect to the Project in this MOU.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

1. OBLIGATIONS

Section 1.01 The parties hereby agree that, in consideration of Guaranty undertaking the Project with its anticipated elimination of blight, increased employment opportunities and tax revenues, City will provide the respective incentives set forth herein.

Section 1.02 Guaranty hereby agrees that in consideration of the provision of said incentives, it will use its best efforts to develop the Project in the City in accordance with the terms hereof.

2. GUARANTY COMMITMENTS

Section 2.01 Guaranty commits to use its best efforts to develop the Project in the City and to cause the Project to result in the following:

(a) an aggregate private investment in the Project of not less than Four Million Five Hundred Thousand Dollars ($4,500,000) (the "Investment Commitment"); and

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(b) development of the Project Site generally in accordance with the Downtown Project Plan, which will include, but may not be limited to, a two story bank and accessory uses of approximately 3,000 square feet ("Project Site Private Development") to be located at 125 East Main Street. A concept design plan is attached as Exhibit A.

Section 2.02 Guaranty agrees to jointly work and mutually agree with City on a final master plan layout for the Project Site and the development of the Project thereon.

Section 2.03 Guaranty acknowledges and agrees that only right turns out of the property onto East Main Street will be permitted as depicted on Exhibit A.

Section 2.04 Guaranty acknowledges and agrees that the city will allow parallel parking on East Main Street as depicted on Exhibit A at Guaranty's expense.

Section 2.05 Guaranty agees to grant City permanent and temporary easements necessary to re-route a storm water drain that bisects the property and demolish the existing building on the property; and

Section 2.06 Guaranty agrees to comply in all material respects with all mandatory federal, state and local requirements applicable to all projects similar to the Project.

3. CITY COMMITMENTS

Section 3.01 City acknowledges that certain commitments were made to Guaranty to induce it to develop the Project in the City, and that, but for such commitments by City, Guaranty would not have entered into this MOU and agreed to develop the Project in the City in accordance herewith.

Section 3.02 City agrees to permit Guaranty's use of the property as a stand-alone, two story bank building and accessory uses of approximately 3,000 square feet per floor;

Section 3.03 City agrees to pay within forty-five (45) days from the date Guaranty purchases the property the amount of Ten Thousand Dollars ($10,000) for a temporary easement on the property which will allow City at City's expense to demolish the existing structure on the property and relocate the storm water drainage structure under the property.

Existing conditions and preliminary construction plans for these improvements are attached as Exhibit B.

Section 3.04 City agrees to pay within forty-five (45) days from the date Guaranty purchases the property the amount of Sixty-Six Thousand Dollars ($66,000) for a permanent easement on the property which will allow City at City's expense to demolish the existing structure on the property and relocate the storm water drainage structure under the property.

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Existing conditions and preliminary construction plans for these improvements are attached as Exhibit B. It is preliminarily estimated the permanent easement to be .12 acres or 5,227.25 square feet. Should the final storm water relocation project require additional square footage for the permanent easement, City and Guaranty shall mutually agree to the additions, and City will compensate Guaranty on the additional square footage necessary at $12.50 per square foot.

Section 3.05 City agrees to undertake and complete the above demolition and storm water project within one year of Guaranty's purchase of the property.

Section 3.06 City agrees to abide by all public procurement laws for this work and utilize licensed, bonded and insured contractors to perform this work, naming City and Guaranty as additional insureds during the course of City's work.

Section 3.07 The City, on proper application from Guaranty, agrees to use its best efforts to make permitting decisions, facilitate, apply for and receive all such permits contemplated above on an expedited basis, and shall:

Facilitate the timely issuance of all permits, licenses or other approvals which are (i) applied for by Guarantee, its contractor(s) or other designees, or (ii) otherwise issued by the City, to the extent such permits, licenses or other approvals are required in connection with the Project or otherwise desired by Guaranty, its contractor(s) or other designees in connection therewith, including, without limitation, re-zoning approvals, zoning variances, site plan approvals, construction permits, building permits and operating permits, wastewater discharge permits, and storm-water discharge permits, business licenses.

Section 3.08 Upon proper application by Guaranty when the project is concluded, City will grant Guaranty abatement under City's five-year ad valorem tax abatement program for qualifying improvements to the property as determined by the Lee County Tax Assessor.

4. MISCELLANEOUS

Section 4.01 If any clause, provision or paragraph of this MOU is held to be illegal or invalid by any court, or improper, or untenable, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this MOU shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

Section 4.02 The terms of this MOU may be modified or waived only by a separate writing signed by each of the parties that expressly modifies or waives any such term.

Section 4.03. This MOU may be executed in several counterparts all of which shall be regarded for all purposes as original and shall constitute and be but one and the same instrument.

Section 4.04 The parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such

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additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

Section 4.05 The parties agree that they each shall coordinate with Guaranty regarding all press releases, other announcements, events and publications of the parties concerning the project.

Section 4.06 The laws of the State of Mississippi shall govern this MOU.

Section 4.07 All communications and notices expressly provided for herein shall be sent, by registered first class mail or by nationally recognized courier for delivery on the next business day as follows:

GUARANTY BANK AND TRUST.

_____

_____

_____

Tupelo, MS _____

CITY OF TUPELO, MISSISSIPPI

Mayor Todd Jordan
71 East Troy Street (38804)
P. O. Box 1485
Tupelo, MS 38802

Section 4.08 The commitments and obligations of the parties set out in this MOU shall be subject to force majeure which shall be defined as any failure or delay by Guaranty to perform its obligations and commitments under the terms of this MOU by reason of fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God and any other cause, similar or dissimilar, which to be applicable must materially impact construction of the Project. If such force majeure event should occur, any such commitments of Guaranty which are not met due to force majeure shall be extended for the period that such force majeure caused such delay. The parties hereto agree to negotiate in good faith to resolve any such situation in the best interest of the Project.

Section 4.09 Until Guaranty purchases the property located at 125 East Main Street, the nature and amount of incentives set forth in this MOU are strictly confidential. Except for disclosures (i) to the parties hereto and their respective agents, employees, lawyers, accountants, architects, engineers and advisors, to prospective investors, partners and lenders and their respective

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agents, employees, lawyers, accountants, architects, engineers and advisors and to prospective tenants or purchasers of all or part of the Project and their respective agents, employees, lawyers, accountants, architects, engineers and advisors; and (ii) required by law, including, but not limited to, a request under the Mississippi Public Records Act or the Freedom of Information Act, the terms set forth herein may not be disclosed by any party without the prior written consent of all parties hereto. Nothing in the foregoing shall limit the ability of Guaranty to disclose the Project or Guaranty's commitments with respect to the Project.

Section 6.10 Any assignment by the Guaranty of all or any portion of this MOU shall require the prior consent and approval of City.

Section 6.11 The exhibits, annexes and schedules identified in this MOU and annexed hereto are incorporated herein by reference and made a part hereof. If any provision of this MOU conflicts with or is inconsistent with any ancillary agreement relating to the matters contemplated hereby or with any exhibit, annex or schedule annexed hereto, the terms, conditions and obligations set forth in this MOU shall control.

IN WITNESS WHEREOF, Guaranty has caused its name to be hereunto subscribed by a duly authorized officer, and City has caused its name to be hereunto subscribed by the Mayor as of the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGES]

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CITY OF TUPELO, MISSISSIPPI

BY: _____
TODD JORDAN, Mayor

DATE: _____

ATTESTED BY:

_____

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GUARANTY BANK AND TRUST

BY: Signed by: Huey L Townsend, Jr. 32EF33703B314E8...

DATE:
8/13/2026

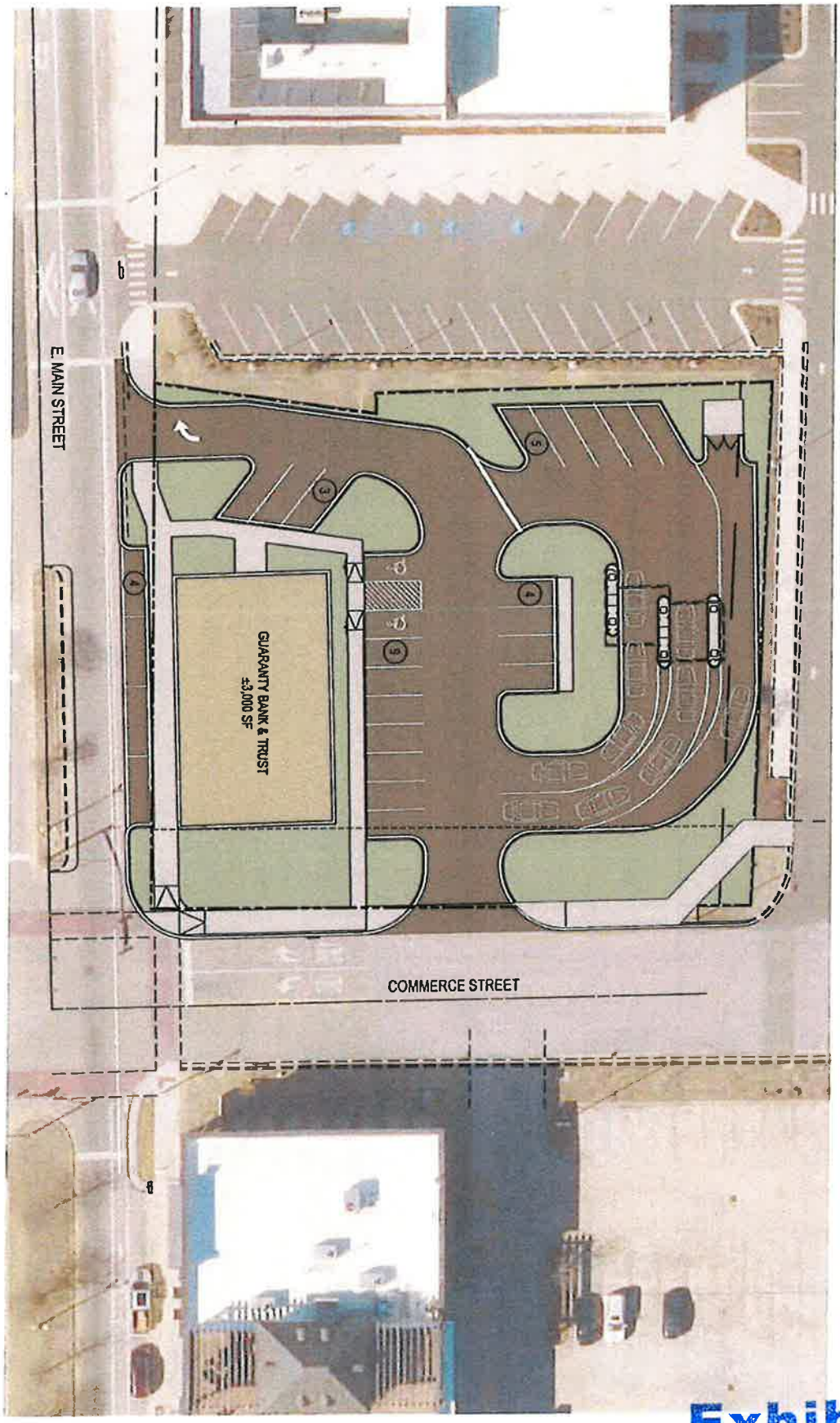
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GUARANTY BANK - TUPELO, MS

SITE CONCEPT C

OFFSTREET PARKING REQUIRED = 10 STALLS
ONSTREET PARKING PROVIDED = 4 STALLS

OFFSTREET PARKING PROVIDED = 21 STALLS



NORTH

0 15 30 60

1 INCH = 30 FEET

Exhibit A

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APPENDIX R

F:\CCE\proj\Tupelo Public Works\Current\3-08858-11C Tupelo Public Works Misc. Eng\Commerce & Main Drainage\01 Title Sheet.dgn

CONSTRUCTION PLANS
OF
COMMERCE STREET DRAINAGE
FOR
TUPELO PUBLIC WORKS DEPARTMENT
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

MUNICIPAL OFFICIALS

MAYOR	TODD JORDAN
CITY COUNCIL	CHAD MIMS
	LYNN BRYAN
	TRAVIS BEARD
	NETTIE DAVIS
	BUDDY PALMER
	JANET GASTON
	ROSIE JONES
WATER & SEWER SUPERINTENDENT	DAVID COLE
WATER & LIGHT DEPT DIRECTOR	JOHNNY TIMMONS
CITY ATTORNEY	BEN LOGAN



PLAN ASSEMBLY

TITLE SHEET & VICINITY MAP	1
EXISTING CONDITIONS	2
PROPOSED IMPROVEMENTS - OPTION #1	3
PROPOSED IMPROVEMENTS - OPTION #2	4

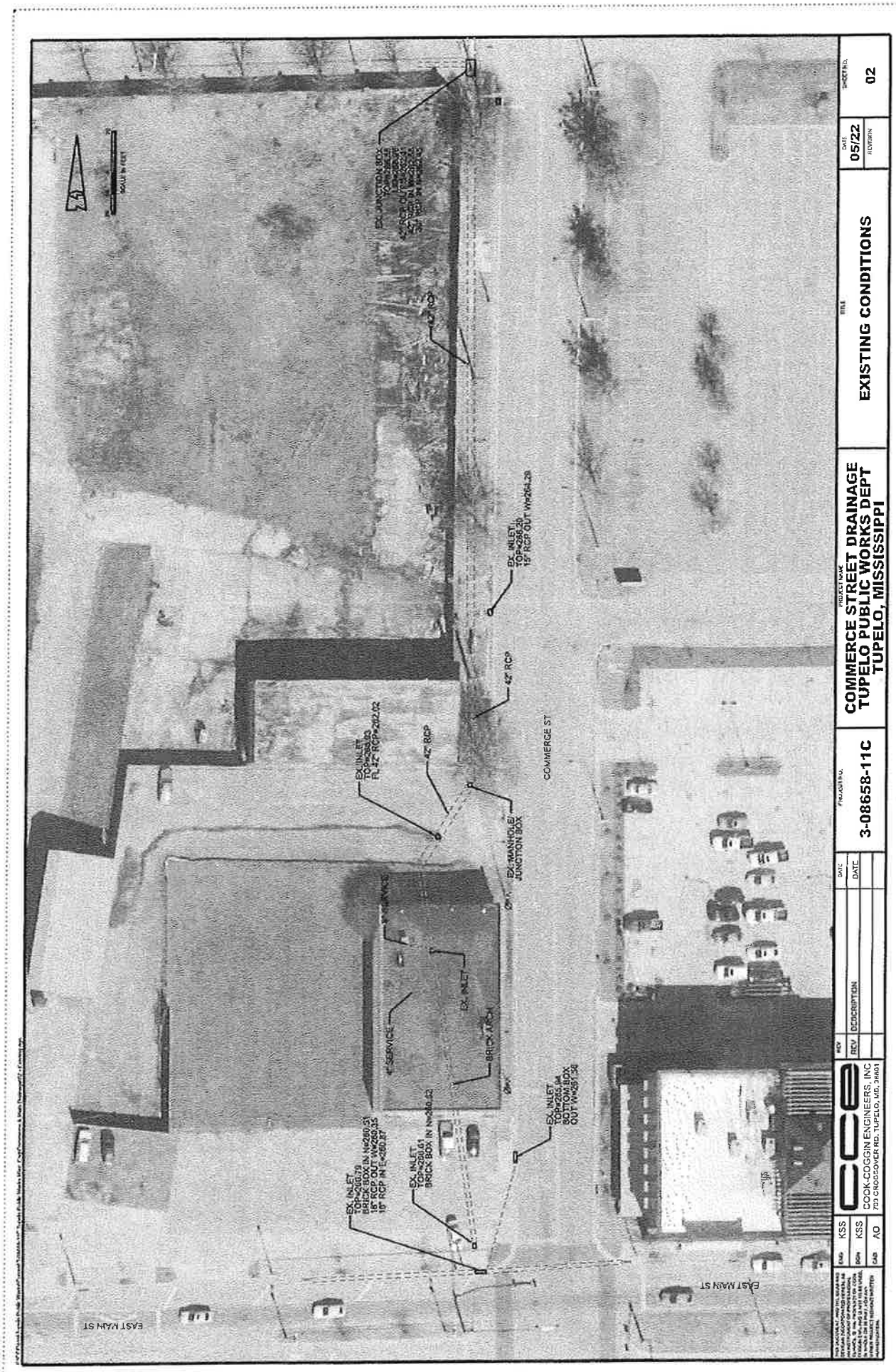
PRELIMINARY

COOK COGGIN ENGINEERS, INC.
CONSULTANTS

SEPTEMBER 2022

EXHIBIT B

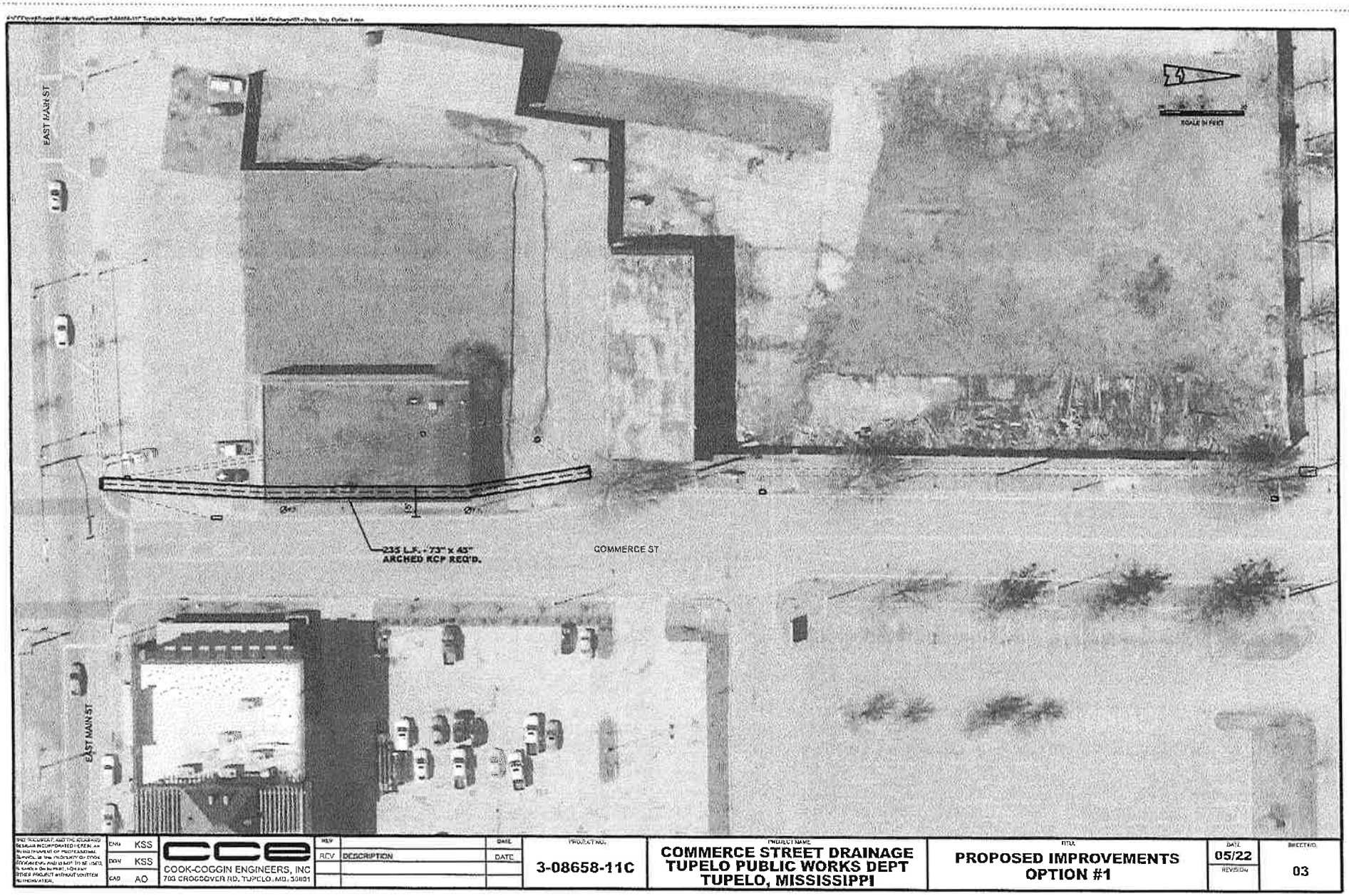
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APPENDIX R

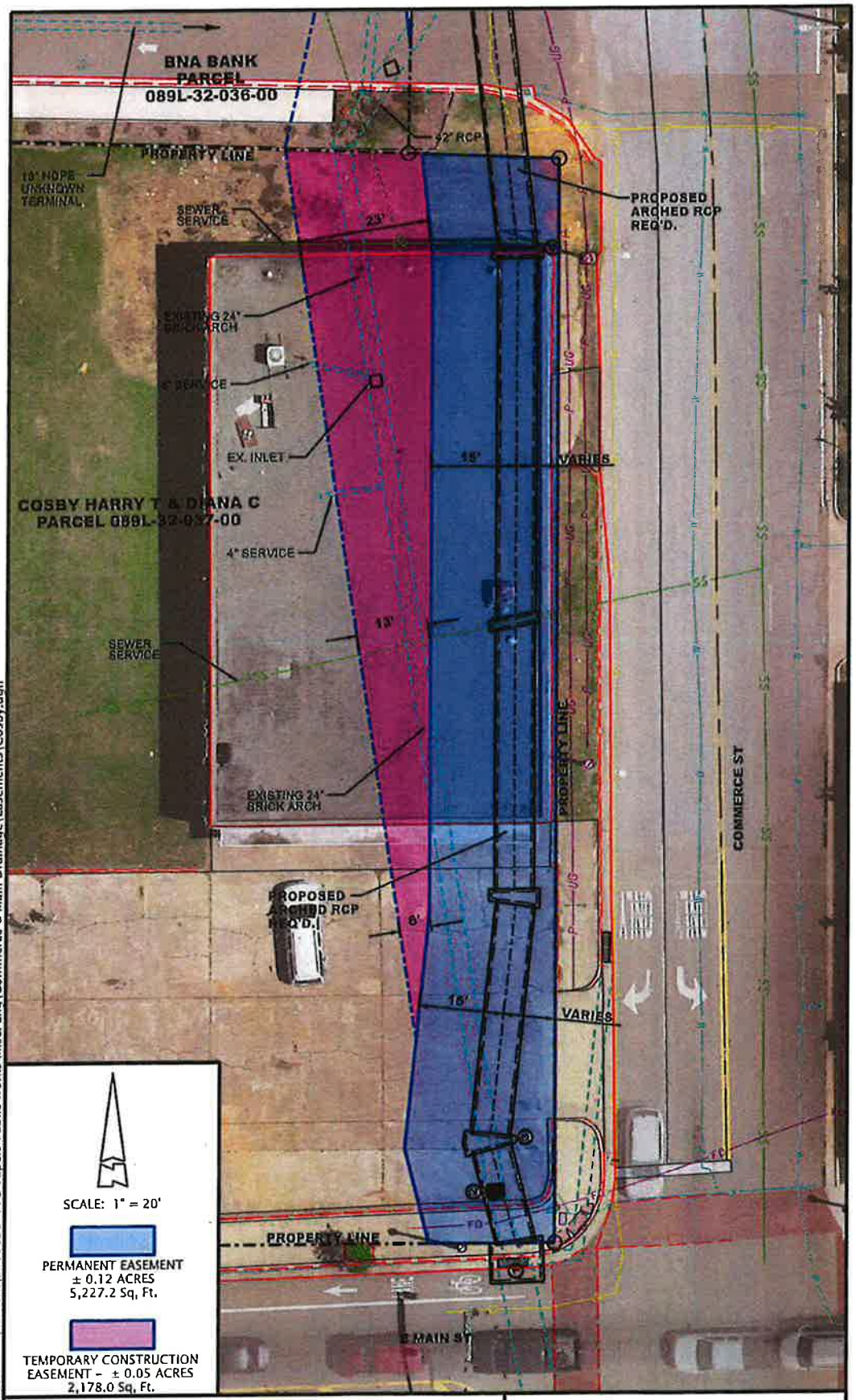
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APPENDIX R



ENG	KSS	COOK-COGGIN ENGINEERS, INC 703 CROSSOVER RD. TUPELO, MS. 38801	REV	DESCRIPTION	DATE	PROJECT NO. 3-08658-11C	PROJECT NAME COMMERCE STREET DRAINAGE TUPELO PUBLIC WORKS DEPT TUPELO, MISSISSIPPI	TITLE PROPOSED IMPROVEMENTS OPTION #1	DATE 05/22 REVISION	SHEET NO. 03
DSN	KSS									
CAD	AO									

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COSBY HARRY T & DIANA C
PARCEL 089L-32-037-00
COMMERCE ST. DRAINAGE IMPROVEMENTS
TUPELO, MISSISSIPPI

CCE
COOK-COGGIN ENGINEERS, INC.
703 CROSSOVER RD. TUPELO, MS. 38801

DR. BY. AO | DATE: 1/7/2025 REV. DATE: 7-9-2026 | JOB NO. 3-08658-11C | SHEET NO. 1 OF 1

APPENDIX R