TUPELO REGULAR CITY COUNCIL MEETING

JULY 21, 2026 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL PRESIDENT LYNN BRYAN

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER NETTIE DAVIS

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

1. IN THE MATTER OF PROCLAMATION FOR GENO JONES DAY

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

2. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **TN**

APPEALS

CITIZEN HEARING

BONNIE BAHRE
LORA FREEMAN

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

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

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

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

5. 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**

6. 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**

   TABLED 05/19/26
   TABLED 06/02/26
   TABLED 06/16/26
   TABLED 07/07/26

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

8. IN THE MATTER OF LOT MOWING **TN**

9. IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MEETING MINUTES OF JUNE 1, 2026 **TN**

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

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

12. 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**

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

14. IN THE MATTER OF SOLE SOURCE PROCUREMENT – MUELLER SYSTEMS **JT**

15. IN THE MATTER OF RATIFICATION OF AN ENERGY SERVICES AGREEMENT WITH SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC, APPROVED ON JULY 7, 2026 **SR**

16. 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**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT

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

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:

PRELIMINARY LOT MOWING LIST 7-21-26

RECORD #	VIOLATION ADDRESS	PARCEL ID	OWNER NAME	Owner Street Name	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-349	405 SOUTH FOSTER DRIVE, TUPELO, MS 38801	077P-35-232-00	TLGFY LLC	PO BOX 8155	GULFPORT	MS	39506	RS
LM-26-348	3302 MEADOW DRIVE, TUPELO, MS 38801	105H-15-055-00	DUKES ELIJAH & RENEE	P O BOX 162	NEW ALBANY	MS	38652	RS
LM-26-347	3037 BEASLEY DRIVE, TUPELO, MS 38801	105D-15-054-00	TUCKER JAMES L & ELNOIS R (LE)	271 ROAD 1467	PLANTERSVILLE	MS	38862	RS
LM-26-346	3347 MEADOW DRIVE, TUPELO, MS 38801	105H-15-032-00	BROWN LATRAVIOUS	3392 CRAIGMONT CIRCLE	TUPELO	MS	38801	RS
LM-26-345	3289 BEASLEY DRIVE, TUPELO, MS	105H-15-007-00	CUMMINGS WILLIE J C/O GLENDA CUMMINGS	513 1/2 ROGERS LANE	TUPELO	MS	38801	RS
LM-26-344	1314 BUTLER PARK BOULEVARD, TUPELO, MS 38801	078B-28-011-58	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-343	4052 LONGVIEW LAKE DRIVE, TUPELO, MS 38801	078B-28-010-11	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-342	N COLEY RD, TUPELO	078B-28-010-08	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-341	N COLEY RD, TUPELO	078B-28-010-06	BOLDIZAR BRADLEY A & ALYSON BLAIR	4408 MEADOW CIRCLE	BELDEN	MS	38826	JLB
LM-26-340	N COLEY RD, TUPELO, MS	078B-28-010-04	CLAYTON MATT AND DONNA	1305 CHARLESTON BOULEVA	TUPELO	MS	38801	JLB
LM-26-339	N COLEY RD, TUPELO	078B-28-010-05	CHRISTOPHER W GIBSON & CHRISTINA GIBSON	2224 S CLA-WOOD PL	TUPELO	MS	38801	JLB
LM-26-338	N COLEY RD, TUPELO	078B-28-010-03	NAHUM VALENTINO SERIO & TATA MICHELLE SERIO	1290 BUTLER PARK DRIVE	TUPELO	MS	38801	JLB
LM-26-337	1309 HIGH LINE DRIVE, TUPELO, MS 38801	078B-28-011-66	JANIE PARKS PILLOW	1309 HIGH LINE DR	TUPELO	MS	38801	JLB
LM-26-336	1343 HIGH LINE DRIVE, TUPELO, MS 38801	078B-28-011-63	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-335	4334 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-87	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-334	4370 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-84	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-333	4369 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-80	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-332	2602 WEST MAIN STREET, TUPELO, MS 38801	077N-35-006-01	NATIONAL RETAIL PROPERTIES LP	450 S ORANGE AVE	ORLANDO	FL	32801	JLB
LM-26-330	1966 BORDEAUX LANE, TUPELO, MS 38804	076K-23-047-04	STOCKBURGER DUANE L & JEANE G REVOCABLE TRUST	REVOCABLE TRUST	TUPELO	MS	38804	SB
LM-26-329	108 LAKE STREET, TUPELO, MS 38804	088N-33-093-00	KITTY'S HOUSE OF CARPET LLC	1291 E MAIN ST	TUPELO	MS	38804	JLB
LM-26-328	3289 UNIT A GREEN STREET, TUPELO, MS 38801	106D-13-053-00	PATEL NEAL	128 SUMMER LAKE DR	RIDGELAND	MS	39157	RS
LM-26-327	1103 BICKERSTAFF STREET, TUPELO, MS 38801	106G-13-155-00	JM Harrison Properties LLC Jason Harrison	1835B Nelle Street	TUPELO	MS	38801	RS
LM-26-326	3592 SOUTH GREEN STREET, TUPELO, MS 38801	106H-13-002-00	MAIZ ELDA	3592 S GREEN STREET	TUPELO	MS	38801	RS
LM-26-325	W MAIN AND S THOMAS ST, TUPELO	077P-35-256-00	HANCOCK L D FAMILY LLC	P O BOX 2431	TUPLEO	MS	38803	JLB
LM-26-324	1201 NIXON DRIVE, TUPELO, MS 38801	101M-12-107-08	GREEN ELIDE CRISTINA GARRIDO	186 RIDGELAKE DR	TUPELO	MS	38801	JLB
LM-26-323	1307 NORTH GREEN STREET, TUPELO, MS 38804	089B-30-017-00	CHURCH TEMPLE OF COMPASSION & DELIV	P O BOX 1362	TUPELO	MS	38802	JLB

PRELIMINARY LOT MOWING LIST 7-21-26

LM-26-322	N GREEN ST, TUPELO	089B-30-034-00	CHURCH TEMPLE OF COMPASSION & DELIVERANCE INC	1148 N MADISON ST	TUPELO	MS	38804	JLB
LM-26-320	3078 MOORE AVENUE, TUPELO, MS 38801	105D-15-034-00	BMO PROPERTIES LLC	114 ROBINS ST	TUPELO	MS	38804	RS
LM-26-319	2876 BEASLEY DRIVE, TUPELO, MS 38801	105D-15-021-00	RAY EARNESTINE (LE)	168 REED CIRCLE	MEDINA	TN	38355	RS
LM-26-317	1101 PRESIDENT AVENUE, TUPELO, MS 38801	101D-01-105-00	GREESON LAURA A	1101 PRESIDENT	TUPELO	MS	38801	JLB
LM-26-316	904 GARFIELD STREET, TUPELO, MS 38801	101H-01-074-00	AGUILAR GARCIA AURA M	904 GARFIELD STREET	TUPELO	MS	38801	JLB
LM-26-315	808 GARFIELD STREET, TUPELO, MS 38801	113E-06-006-00	808 GARFIELD LLC	961 S GLOSTER STREET	TUPELO	MS	38801	JLB
LM-26-314	1205 QUEENSGATE DRIVE, TUPELO, MS 38801	101C-01-037-00	GREER JIMMY WAYNE	P O BOX 2615	TUPELO	MS	38803	JLB
LM-26-313	1608 SOUTH GLOSTER STREET, TUPELO, MS 38801	106D-13-035-00	RAYMAH CAFE INC	14504 TREELINE DR	OLIVE BRANCH	MS	38654	JLB
LM-26-312	675 WEST MAIN STREET SUITE A, Unit A, TUPELO, MS 38804	089N-31-078-00	JOYNER ERNEST IIIBECK REALTY & PROPERTY MANAGEMENT	P O BOX 1095	TUPELO	MS	38802	JLB
LM-26-153	532 WEST BARNES STREET, TUPELO, MS 38804	089F-30-025-00	CHRISTIAN CAREPLEX	906 N MADISON STREET	TUPELO	MS	38801	EG

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

_____
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

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**

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**

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 repla 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

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 [illegible] 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. §§ 4 402 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 t[illegible]cy 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 Orde 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 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. 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 expend 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 immediat
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 u o 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 le 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 encou 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

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 a 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.

PRELIMINARY LOT MOWING LIST 7-21-26

RECORD #	VIOLATION ADDRESS	PARCEL ID	OWNER NAME	Owner Street Name	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-349	405 SOUTH FOSTER DRIVE, TUPELO, MS 38801	077P-35-232-00	TLGFY LLC	PO BOX 8155	GULFPORT	MS	39506	RS
LM-26-348	3302 MEADOW DRIVE, TUPELO, MS 38801	105H-15-055-00	DUKES ELIJAH & RENEE	P O BOX 162	NEW ALBANY	MS	38652	RS
LM-26-347	3037 BEASLEY DRIVE, TUPELO, MS 38801	105D-15-054-00	TUCKER JAMES L & ELNOIS R (LE)	271 ROAD 1467	PLANTERSVILLE	MS	38862	RS
LM-26-346	3347 MEADOW DRIVE, TUPELO, MS 38801	105H-15-032-00	BROWN LATRAVIOUS	3392 CRAIGMONT CIRCLE	TUPELO	MS	38801	RS
LM-26-345	3289 BEASLEY DRIVE, TUPELO, MS	105H-15-007-00	CUMMINGS WILLIE J C/O GLENDA CUMMINGS	513 1/2 ROGERS LANE	TUPELO	MS	38801	RS
LM-26-344	1314 BUTLER PARK BOULEVARD, TUPELO, MS 38801	078B-28-011-58	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-343	4052 LONGVIEW LAKE DRIVE, TUPELO, MS 38801	078B-28-010-11	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-342	N COLEY RD, TUPELO	078B-28-010-08	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-341	N COLEY RD, TUPELO	078B-28-010-06	BOLDIZAR BRADLEY A & ALYSON BLAIR	4408 MEADOW CIRCLE	BELDEN	MS	38826	JLB
LM-26-340	N COLEY RD, TUPELO, MS	078B-28-010-04	CLAYTON MATT AND DONNA	1305 CHARLESTON BOULEVA	TUPELO	MS	38801	JLB
LM-26-339	N COLEY RD, TUPELO	078B-28-010-05	CHRISTOPHER W GIBSON & CHRISTINA GIBSON	2224 S CLA-WOOD PL	TUPELO	MS	38801	JLB
LM-26-338	N COLEY RD, TUPELO	078B-28-010-03	NAHUM VALENTINO SERIO & TATA MICHELLE SERIO	1290 BUTLER PARK DRIVE	TUPELO	MS	38801	JLB
LM-26-337	1309 HIGH LINE DRIVE, TUPELO, MS 38801	078B-28-011-66	JANIE PARKS PILLOW	1309 HIGH LINE DR	TUPELO	MS	38801	JLB
LM-26-336	1343 HIGH LINE DRIVE, TUPELO, MS 38801	078B-28-011-63	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-335	4334 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-87	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-334	4370 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-84	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-333	4369 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-80	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-332	2602 WEST MAIN STREET, TUPELO, MS 38801	077N-35-006-01	NATIONAL RETAIL PROPERTIES LP	450 S ORANGE AVE	ORLANDO	FL	32801	JLB
LM-26-330	1966 BORDEAUX LANE, TUPELO, MS 38804	076K-23-047-04	STOCKBURGER DUANE L & JEANE G REVOCABLE TRUST	REVOCABLE TRUST	TUPELO	MS	38804	SB
LM-26-329	108 LAKE STREET, TUPELO, MS 38804	088N-33-093-00	KITTY'S HOUSE OF CARPET LLC	1291 E MAIN ST	TUPELO	MS	38804	JLB
LM-26-328	3289 UNIT A GREEN STREET, TUPELO, MS 38801	106D-13-053-00	PATEL NEAL	128 SUMMER LAKE DR	RIDGELAND	MS	39157	RS
LM-26-327	1103 BICKERSTAFF STREET, TUPELO, MS 38801	106G-13-155-00	JM Harrison Properties LLC Jason Harrison	1835B Nelle Street	TUPELO	MS	38801	RS
LM-26-326	3592 SOUTH GREEN STREET, TUPELO, MS 38801	106H-13-002-00	MAIZ ELDA	3592 S GREEN STREET	TUPELO	MS	38801	RS
LM-26-325	W MAIN AND S THOMAS ST, TUPELO	077P-35-256-00	HANCOCK L D FAMILY LLC	P O BOX 2431	TUPLEO	MS	38803	JLB
LM-26-324	1201 NIXON DRIVE, TUPELO, MS 38801	101M-12-107-08	GREEN ELIDE CRISTINA GARRIDO	186 RIDGELAKE DR	TUPELO	MS	38801	JLB
LM-26-323	1307 NORTH GREEN STREET, TUPELO, MS 38804	089B-30-017-00	CHURCH TEMPLE OF COMPASSION & DELIV	P O BOX 1362	TUPELO	MS	38802	JLB

PRELIMINARY LOT MOWING LIST 7-21-26

LM-26-322	N GREEN ST, TUPELO	089B-30-034-00	CHURCH TEMPLE OF COMPASSION & DELIVERANCE INC	1148 N MADISON ST	TUPELO	MS	38804	JLB
LM-26-320	3078 MOORE AVENUE, TUPELO, MS 38801	105D-15-034-00	BMO PROPERTIES LLC	114 ROBINS ST	TUPELO	MS	38804	RS
LM-26-319	2876 BEASLEY DRIVE, TUPELO, MS 38801	105D-15-021-00	RAY EARNESTINE (LE)	168 REED CIRCLE	MEDINA	TN	38355	RS
LM-26-317	1101 PRESIDENT AVENUE, TUPELO, MS 38801	101D-01-105-00	GREESON LAURA A	1101 PRESIDENT	TUPELO	MS	38801	JLB
LM-26-316	904 GARFIELD STREET, TUPELO, MS 38801	101H-01-074-00	AGUILAR GARCIA AURA M	904 GARFIELD STREET	TUPELO	MS	38801	JLB
LM-26-315	808 GARFIELD STREET, TUPELO, MS 38801	113E-06-006-00	808 GARFIELD LLC	961 S GLOSTER STREET	TUPELO	MS	38801	JLB
LM-26-314	1205 QUEENSGATE DRIVE, TUPELO, MS 38801	101C-01-037-00	GREER JIMMY WAYNE	P O BOX 2615	TUPELO	MS	38803	JLB
LM-26-313	1608 SOUTH GLOSTER STREET, TUPELO, MS 38801	106D-13-035-00	RAYMAH CAFE INC	14504 TREELINE DR	OLIVE BRANCH	MS	38654	JLB
LM-26-312	675 WEST MAIN STREET SUITE A, Unit A, TUPELO, MS 38804	089N-31-078-00	JOYNER ERNEST IIIBECK REALTY & PROPERTY MANAGEMENT	P O BOX 1095	TUPELO	MS	38802	JLB
LM-26-153	532 WEST BARNES STREET, TUPELO, MS 38804	089F-30-025-00	CHRISTIAN CAREPLEX	906 N MADISON STREET	TUPELO	MS	38801	EG

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: MK / 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	0.433AC	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 MOORESVILLE 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

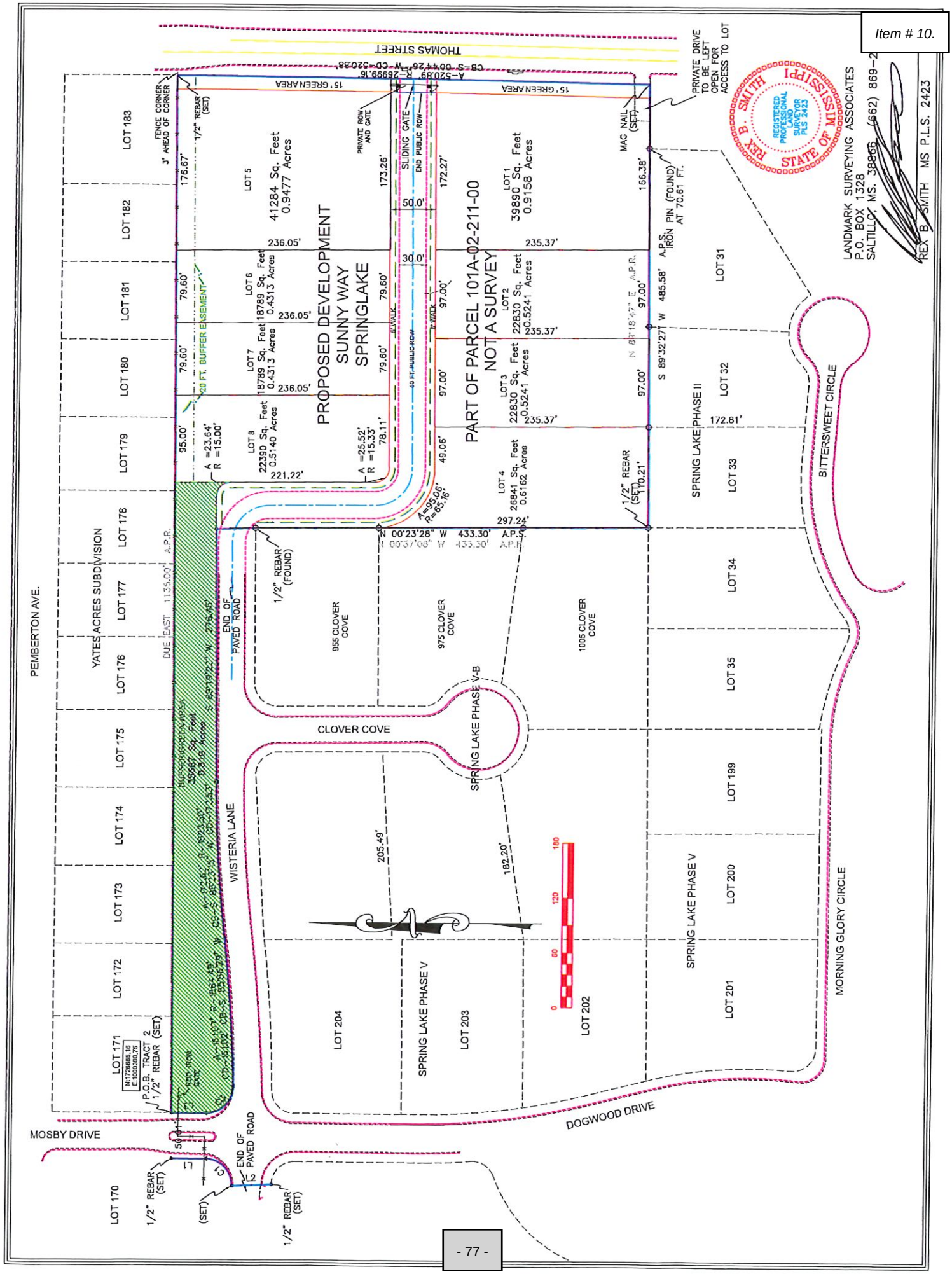
PLEASE SEE REVERSE SIDE

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


PROPOSED DEVELOPMENT
SUNNY WAY
SPRINGLAKE
PART OF PARCEL 101A-02-211-00
NOT A SURVEY
LOT 5
41284 Sq. Feet
0.9477 Acres
LOT 6
18789 Sq. Feet
0.4313 Acres
LOT 7
18789 Sq. Feet
0.4313 Acres
LOT 8
22390 Sq. Feet
0.5140 Acres
LOT 1
39890 Sq. Feet
0.9158 Acres
LOT 2
22830 Sq. Feet
0.5241 Acres
LOT 3
22830 Sq. Feet
0.5241 Acres
LOT 4
26841 Sq. Feet
0.6162 Acres
15' GREEN AREA
20 FT. BUFFER EASEMENT
60 FT. PUBLIC ROW
PRIVATE ROW AND GATE
SLIDING GATE
END PUBLIC ROW
PRIVATE DRIVE TO BE LEFT OPEN FOR ACCESS TO LOT
MAG NAIL (SET)
1/2" REBAR (SET)
FENCE CORNER 3' AHEAD OF CORNER
1/2" REBAR (FOUND)
A.P.S. IRON PIN (FOUND) AT 70.61 FT.
N 00°23'28" W 433.30' A.P.S.
N 00°37'08" W 433.30' A.P.R.
S 89°32'27" W 485.58' A.P.S.
N 89°18'47" E A.P.R.
297.24'
172.81'
221.22'
235.37'
236.05'
50.0'
30.0'
173.26'
172.27'
166.38'
176.67'
95.00'
79.60'
78.11'
49.06'
97.00'
A=95.06'
R=65.16'
A =23.64'
R =15.00'
A =25.52'
R =15.33'
REX B. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR PLS 2423
STATE OF MISSISSIPPI
LANDMARK SURVEYING ASSOCIATES
P.O. BOX 1328
SALTILLO, MS. 38866 (662) 869-2
REX B. SMITH MS P.L.S. 2423
THOMAS STREET
CB=S 00°44'26" W CD=520.38'
A=520.89' R=26999.16'
PEMBERTON AVE.
YATES ACRES SUBDIVISION
A.P.R.
DUE EAST 1135.00'
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LOT 203
LOT 204
SPRING LAKE PHASE II
SPRING LAKE PHASE V
SPRING LAKE PHASE V-B
955 CLOVER COVE
975 CLOVER COVE
1005 CLOVER COVE
CLOVER COVE
WISTERIA LANE
BITTERSWEET CIRCLE
MORNING GLORY CIRCLE
DOGWOOD DRIVE
MOSBY DRIVE
END OF PAVED ROAD
END OF PAVED ROAD
15467 SQ. Feet
0.3519 Acres
N=1726885.18
E=1009380.75
P.O.B. TRACT 2
1/2" REBAR (SET)
1/2" REBAR (SET)
1/2" REBAR (SET)
1/2" REBAR (SET)
(SET)
205.49'
182.20'
50.01'
0
60
120
180

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

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

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 1366 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	$ 75,000.00	$ 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

Minute Entry Sign Up Sheet

Date: 7/9/2026
Time: 10:00

Bid # 2026-030PW Department: PW

Project: BRIDGE REPAIR #69 & #97

Attendance	Company
Jade Armstrong	CoT
CLINT HAWKINS	CCE
[illegible]	CoT
Allen Tatum	Phillips Cont.
Erin Hanna	CoT
Stephen Read	CCT

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

11403-MC Century Constr. Group, Inc. Base Bid $ 293,565
P.O. Box 1366
Tupelo, MS 38802
P: 662-844-3331
F: 662-842-7052
11403-MC
Travelers 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: 662-436-7723
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
P: 662-380-5285
26445-MC
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
Bozza-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 Thunder 50%

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

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

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

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.

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 Shepard, Sandra Corona, Walker Wilks, Ivette Bustos, Chase Seyforth, Robert F. Laing, Veronica Lawver, Maegen I Alihands, 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 1936 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 10-19-2025 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 1936 NEW JERSEY

James Portman, Secretary

ACC-9001 (08/21)

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 Excavation, 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

Printed Name of Authorized Officer or Agent: Gillespie

President
Title of Authorized Officer or Agent of Contractor / Consultant

M & N Excavation, 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

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 _____

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***

By_____

Title Mayor Todd Jordan

ATTEST:_____

Title_____

CONTRACTOR:

By_____

Title_____

ATTEST:_____

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) Secretary

(SEAL)_____

_____
Principal

BY_____

_____
(Address)

_____
(Surety)

ATTEST:

(SEAL)

_____
(Witness to Surety)

_____
(Address)

_____

BY_____
Attorney-in-Fact

_____
(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: _____

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
INSURED	INSURER A :
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	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

ACORD 25 (2010/05)

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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

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	
1	PIPE CUTTING WRENCH	TABLE 1	
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

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	
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20	
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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

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 _____moved that the foregoing Order be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	_____
Councilmember Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Nolan voted	_____
Councilmember Gaston voted	_____
Councilmember Jones voted	_____

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

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2026.

CITY OF TUPELO, MISSISSIPPI

_____
LYNN BRYAN, City Council President

ATTEST:

_____
SANDRA SHUMAKER
Clerk of Council

APPROVED:

_____
TODD JORDAN, Mayor

_____
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.

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.

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