REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SPETEMBER 1, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, September 1, 2026, at 6:00 p.m. The following Council Members attended: 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 Chad Mims was absent. Council Member Davis asked Kelly Mims to give the invocation, and Council Member Janet Gaston led the pledge of allegiance. President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard, to amend the agenda order to move **IN THE MATTER OF BILL PAY** to the end of the agenda pending approval for the addition of the emergency purchase below:

IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) 300 kVA THREE PHASE PADMOUNT TRANSFORMER

The vote was unanimous in favor of moving bill pay until after adding this emergency purchase to the agenda.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA
PUBLIC RECOGNITION

Council Member Nolan congratulated teachers and administrators of Carver Elementary for winning the Mississippi Whole Schools "Model School Award".

Council Member Davis asked everyone to pray for the family of Robert Cook, a former city employee who recently passed away.

MAYOR'S REMARKS

Mayor Jordan announced that the city would be hosting approximately 100 teams this weekend for a soccer tournament. He stated that Woodford Way would receive asphalt in a couple weeks and should be completed by October 11, 2026, a date that coincides with the opening of Target.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

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

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION PROPERTY

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

IN THE MATTER OF PUBLIC HEARING – 2026 TAX LEVY

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

CITIZEN HEARING

Cecile Barnett addressed the council with concerns regarding Wildwood Subdivision. She has lived there for 35 years and is disappointed with the unkept yards in her neighborhood. Several of the houses are rental and she feels that may be part of the issue. There is also a burned house across the street that has not been addressed for the past year. She asked the city to increase code enforcement. She stated that she will volunteer to help in any way possible.

Deborah Boone moved to Wildwood Subdivision 20 years ago because the neighborhood was clean and well kept. There are now unkept properties in the neighborhood, and she believes the value of her home will be affected should she decide to sell. She asked the city for assistance in cleaning up the neighborhood.

Pat Alred has lived in Wildwood Subdivision for 27 years. She works hard to keep her yard maintained but her neighbor does not. The neighbor has moved, and the property is now overgrown and has an abandoned car. She also requested the city's help with an asphalt apron at the end of her driveway that holds water. Should she decide to sell her home, she will not receive the value due to the condition of the neighborhood.

Council President Bryan asked the Mayor, Tanner Newman and Kelly Knight to address these issues.

ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF AUGUST 18, 2026

Council Member Davis moved, seconded by Council Member Beard, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "D"

IN THE MATTER OF REVIEW/APPROVE MINUTES OF CITY COUNCIL SPECIAL-CALLED MEETING OF AUGUST 20, 2026

Council Member Gaston moved, seconded by Council Member Nolan, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2026

Council Member Beard moved, seconded by Council Member Gaston, to approve budget amendment #9 as presented. Of those present, the vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF TUPELO AND DEPARTMENT OF JUSTICE FOR THE BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL FORMULA GRANT – CYBER LAB EQUIPMENT

Council Member Beard moved, seconded by Council Member Gaston, to approve the Mayor to execute this contract as presented. Of those present, the vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF AWARD OF SPRING HILL MISSIONARY BAPTIST CHURCH STRUCTURAL STABILIZATION PROJECT NUMBER 2319.1 BID TO ROBERTS BUILDERS' INC

Council Member Davis moved, seconded by Vice President Nolan, to approve and award this bid to Roberts Builders, Inc. Of those present, the vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF LOT MOWING

Council Member Beard moved, seconded by Council Member Davis, to approve the final lot mowing list as presented. Of those present, the vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF REVIEW AND APPROVE PROPERTY FOR DEMOLITION

Vice President Nolan moved, seconded by Council Member Davis, to approve the demolition of structures located at 1308 ½ Wilson Street. Of those present, the vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF FINAL SUMMARY CHANGE ORDER APPROVAL BID NO. 2025-030PW FRONT STREET IMPROVEMENTS – MAIN ST TO JEFFERSON ST

Council Member Beard moved, seconded by Vice President Nolan, to approve the change order as presented. This will finish the drainage repair on Front Street near the depot. Of those present, the vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF APPROVAL OF HUNTINGTON BANK ARENA MINUTES OF JULY 20, 2026

Council Member Gaston moved, seconded by Council Member Gaston, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF APPROVAL OF CHANGE ORDER # 3 FOR TULIPS SEWER IMPROVEMENTS (BID NO 2025-019WL) SRF/ARC

Vice President Nolan moved, seconded by Council Member Beard moved to approve this change order allowing a time extension of 66 days for completion of the lift station. The extension was reasonable and necessary due to components of the job being back-ordered. Of those present, the vote was unanimous in favor. APPENDIX "M"

IN THE MATTER OF ORDER AUTHORIZING MAYOR TO EXECUTE BILL OF SALE AND ASSIGNMENT PURSUANT TO SEPTEMBER 2006 MISSISSIPPI ECONOMIC GROWTH ALLIANCE AND POINT OF PRESENCE, INC. (MEGAPOP) CONTRACT TERMS

Council Member Beard moved, seconded by Vice President Nolan, to approve this order as presented. Of those present, the vote was unanimous in favor. APPENDIX "N"

IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) 300 kVA THREE PHASE PADMOUNT TRANSFORMER

Vice President Nolan moved, seconded by Council Member Davis, to approve the emergency purchase of transformers for the Water & Light Department. Of those present, the vote was unanimous in favor. APPENDIX "P"

IN THE MATTER OF BILL PAY

The bills were reviewed by Council Member Gaston, Council Member Beard and Council Member Davis. Council Member Beard moved, seconded by Council Member Gaston, to approve and pay the bills as presented using check numbers 443296-444546 and 50004536-50004573. Of those present, the vote is unanimous in favor. APPENDIX "O"

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Gaston, to consider the need for executive session. Of those present, the vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Gaston, to enter executive session at 6:29 PM

Council Member Davis moved, seconded by Council Member Gaston, to return to regular session at 6:47 pm. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Beard moved, seconded by Vice President Nolan, to adjourn the city council meeting of September 1, 2026, at 6:50 pm.

LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:
Sandra Shumaker
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED
Todd Jordan
TODD JORDAN, MAYOR
09-15-26
DATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 09/01/26

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

REQUEST:

RECORD #	VIOLATION ADDRESS	PARCEL #	OWNER NAME	Owner Street Name	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-493	1529 REED STREET, TUPELO, MS 38801	077Q-36-115-00	HOLLYWOOD INVESTMENTS LLC	144 S THOMAS SUITE 209-3	TUPELO	MS	38801	RS
LM-26-490	1314 BUTLER PARK BOULEVARD, TUPELO, MS 38801	078B-28-011-58	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-489	1309 HIGH LINE DRIVE, TUPELO, MS 38801	078B-28-011-66	1309 PILLOW JANIE PARKS	HIGH LINE DRIVE	TUPELO	MS	38801	JLB
LM-26-487	4369 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-80	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-478	1001 BLANCHARD AVENUE, TUPELO, MS	089F-30-020-00	DUFFY MICHAEL	106 ALCESTER ROAD	GOOSE CREEK	SC	29445	EG
LM-26-477	MCPHERSON RD, TUPELO	079V-32-018-03	PRITCHARD INVESTMENT GROUP LLC	1223 NELLE ST	TUPELO	MS	38801	JLB

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE 09/01/2026

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION PROPERTY **TN**

Request:

Address	Parcel
1308 1/2 Wilson St.	112B-04-046-01

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 1308 ½ WILSON

BASIC INFORMATION

- PARCEL: 112B-04-046-01
- CASE: 26-10
- WARD: 5
- TAX VALUE: $33,830
- VACANT: Yes
- REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side	$16,000
Left side	$28,000
Rear	N/A
Across street	$5,770

TAXES/LIENS

Taxes – Current No city liens

VISUAL INDICATORS OF BLIGHT

- STRUCTURAL DAMAGE OR FAILURE - YES
- EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- BROKEN WINDOWS\DAMAGED DOORS – YES
- YARD OR GROUNDS POORLY MAINTAINED – YES
- ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- PRIOR VIOLATIONS 1

COMPLAINT FOR ADMINISTRATIVE SEARCH WARRANT
INSPECTION FORM

If allowed entry into the premises, the complainant (Troy Peck), Chief Code Enforcement Officer for the City of Tupelo, shall inspect the items listed below.

a. All interior and exterior building structure for signs of compromise
b. Interior and exterior component serviceability
c. Areas of the interior and exterior property able to conceal accumulation of rubbish and/or garbage
d. Areas of the interior and exterior property able to conceal signs of pest infestation
e. Any accessory structures located on the property for signs of structural compromise
f. Any accessory structures located on the property for accumulation of rubbish and/or garbage
g. Any accessory structures located on the property for component serviceability
h. Any accessory structures located on the property for signs of pest infestation

IN THE MATTER OF

CASE NUMBER: CODE-26-18

1308 ½ Wilson St
Tupelo, MS 38804

COMPLAINT FOR ADMINISTRATIVE SEARCH WARRANT

NOW APPEARS (TROY PECK), Chief Code Enforcement Officer of the City of Tupelo, Complainant, before the undersigned Judge of the *City of Tupelo, Municipal Court*, and requests the issuance of an Administrative Search Warrant, to inspect the premises of 1308 ½ WILSON ST, to determine if said premises are maintained in compliance with the ordinances of the *City of Tupelo,* being the International Property Maintenance Code of 2024, as adopted and amended in *Section 7-81 of the City of Tupelo Code of Ordinances.* In support hereof, Complainant states as follows:

1. The 2024 International Property Maintenance Code as amended and adopted by reference in *Section 7-81 of the City of Tupelo Code of Ordinances* prescribes minimum maintenance standards for all structures and premises for basic equipment and facilities for light, ventilation, occupancy limits, heating, plumbing, electricity, and sanitation; for the safety from fire; for space, use, and location; and for safe and sanitary maintenance for all structures and premises now in existence.

2. Section 105.3 (Right of Entry) of the 2024 International Property Maintenance Code, as amended and adopted by reference in *Section 7-81 of the City of Tupelo Code of Ordinances,* provides that: "The code official is authorized to enter the structure or premises at reasonable times to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law."

3. The Complainant (TROY PECK), if allowed entry into the premises, shall inspect the items listed on the attached inspection form, which is attached hereto and made a part hereof.

4. There is probable cause for the administrative search warrant based on the following facts:
   a. The City of Tupelo Code Enforcement Division received a complaint about the sanitation of the interior of the property located at 1308 ½ Wilson St.
   b. Upon title search, it appears the deeded owner of the property is deceased, and the property is vacant
   c. From an exterior inspection, there appears to be structural conditions that pose a risk to the health, safety, and welfare of the public

5. Complainant reasonably believes that the property at (1308 ½ WILSON ST) is in violation of the following sections of the 2024 International Property Maintenance Code as amended and adopted by reference in (*Section 7-81 of the City of Tupelo Code of Ordinances*)
   a. *IPMC 304.1 – potentially unsafe exterior conditions*
   b. *IPMC 305.1.1 – potentially unsafe indoor conditions*
   c. *IPMC 109.1 – Unsafe Structure*
   d. *IPMC 309.1 – Infestation*
   e. *IPMC 308.1 – Accumulation of Rubbish or Garbage*
   f. *IPMC 306.1 – Component Serviceability*

WHEREFORE, Complainant prays that this Court Issue an Administrative Search Warrant to inspect the structure and property at 1308 ½ Wilson St. Tupelo, MS

Complainant

Subscribed and sworn to before me
On this 26 day of August 2024.

Judge

CITY OF TUPELO

DEMOLITION INSPECTION REPORT

DATE: 8/26/2026

OWNER: Charles Michael Davis

PARCEL #: 112B-04-046-01

ADDRESS: 1308 1/2 Wilson Street

OCCUPIED: ☐ **VACANT:** ☒

TYPE OF BUILDING:
RESIDENTIAL: ☒
COMMERCIAL: ☐
UNKNOWN: ☐

OVERALL CONDITION OF BUILDING: Signs of Vacancy, Extensive deterioration

BUILDING STRUCTURE

- ☒ Defective sills, piers, porches, steps
- ☒ Sagging or unsound walls, floors, roof or ceiling
- ☐ Signs of vagrants/criminal activity present
- ☒ Dilapidated accessory building
- ☒ Defective windows or doors
- ☒ Defective ceilings or rafters
- ☒ Defective sheathing
- ☒ Defective interior wall sheathing

PLUMBING / GAS

- ☐ Broken sewer or drain lines
- ☐ Water leaks in pipes/fixtures
- ☒ Missing or defective fixtures

ELECTRICAL

- ☐ Defective exterior panel box and/or mast head
- ☐ Unsafe switch boxes/outlets
- ☒ Unsafe and/or exposed wiring
- ☐ Smoke detectors per NFPA 72

SANITATION AND HEALTH CONDITION (INTERIOR / EXTERIOR)

- ☒ Unsanitary interior
- ☐ Natural gas odor detected (air quality)
- ☐ Sewer odor detected (air quality)
- ☒ Junk/debris around perimeter of house
- ☒ Infestation of insects/rodents
- ☒ Overgrown lot
- ☐ Abandoned "junk" vehicle(s)

COMMENTS: THE ONLY HISTORY IN OUR SYSTEMS ON THIS PROPERTY IS THE CURRENT VIOLATION LETTERS THAT HAVE BEEN SENT OUT. THE HOUSE IS IN A STATE OF EXTENSIVE EXTERIOR DETERORIATION, BROKEN DOORS, BROKEN WINDOWS, AND THE ROOF IS FALLING IN. THERE IS HEAVY OVERGROWTH ON PROPERTY, LITTER, JUNK ACCUMULATION, AND SIGNS OF LONG-TERM VACANCY._

UTILITY SERVICE:	CONNECTED	DISCONNECTED	N/A
ELECTRIC	☐	☐	☒
GAS	☐	☐	☒
WATER	☐	☐	☒

INSPECTORS RECOMMENDATION:

☐ **REPAIR** ☒ **DEMOLITION**

CBO

BUILDING INSPECTOR (SIGNATURE)

City of Tupelo, MS

Inspection Report

Inspection: Blight Inspection

Inspector: Jake Logan

Inspection Date: Aug 26, 2026

Record: Demolition #DEMO-26-10

Location: 1308 1/2 WILSON STREET, TUPELO, MS 38804

Applicant:

Demolition Inspection

Overall Result: Fail

Checklist:

Building Structure

Defective interior wall sheathing

Result: Fail






Building Structure

Signs of vagrants/criminal activity present

Result: Not Observed

Building Structure

Defective ceilings or rafters

Result: Fail



Building Structure

Defective sheathing

Result: Fail



Building Structure

Dilapidated accessory building

Result: Fail



Building Structure

Defective sills, piers, porches, steps

Result: Fail



Building Structure

Defective windows or doors

Result: Fail



Building Structure

Sagging or unsound walls, floors, roof or ceiling

Result: Fail



Electrical

Unsafe and/or exposed wiring

Result: Fail



Electrical

Defective exterior panel box and/or mast head

Result: Not Observed

Electrical

Smoke detectors per NFPA 72

Result: Not Observed

Electrical

Unsafe switch boxes/outlets

Result: Fail

Plumbing/Gas

Broken sewer or drain lines

Result: Not Observed

Plumbing/Gas

Water leaks in pipes/fixtures

Result: Not Observed

Sanitation and Health Condition

Infestation of insects/rodents

Result: Fail

Sanitation and Health Condition

Natural gas odor detected (air quality)

Result: Not Observed

Sanitation and Health Condition

Unsanitary interior

Result: Fail



Sanitation and Health Condition

Sewer odor detected (air quality)

Result: Not Observed

Sanitation and Health Condition

Abandoned "junk" vehicle(s)

Result: Not Observed

Sanitation and Health Condition

Junk/debris around perimeter of house

Result: Fail



Sanitation and Health Condition

Overgrown lot

Result: Fail

Utility Service

Electric

Result: Fail

Utility Service

Gas

Result: Fail

Utility Service

Water

Result: Fail

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES
CODE COMPLIANCE DIVISION

NOTICE TO COMPLY

Violation Address:
0 NO STREET
TUPELO, 00000

Date: January 6, 2026
Case Number: CODE-26-18
Parcel Number: 112B-04-046-01

Owner Name: DAVIS CHARLES MICHAEL
Owner Address: 1308 1/2 WILSON ST, TUPELO, MS 38804

Dear Property Owner or Tenant,
It is the mission of the Code Compliance Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

Your property has been recognized as having the following violations:

The re-inspect date is: February 9, 2026
PLEASE CORRECT VIOLATIONS BY THIS DATE

IPMC 110.1	DEMOLITION	The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....

DETAILS AND REMEDIES:

APPENDIX B

This dilapidated house is a safety HAZARD. It needs to be torn down.





§17.1.2 of the Development Code states: (1) Liability for violations. Any person who erects, constructs, reconstructs, alters, repairs, converts or maintains any building or structure in violation of this Ordinance, and any person who uses any building, structure or land in violation of this Ordinance shall be guilty of a misdemeanor and shall be fined not more than One Thousand Dollars, ($1,000), or shall be imprisoned in jail for not more than thirty

(30) days, or shall be punished by both fine and imprisonment for each offense. (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.

Emma Gentry
Code Compliance Officer
662-610-5769

Jake Logan
Code Compliance Officer
662-322-9295

The Development Code and Municipal Code of Ordinances can be found at www.tupeloms.gov.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given

(2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars ($1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

(3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

THIS NOTICE OF VIOLATIONS HAS ALSO BEEN MAILED TO THE FOLLOWING:

AARON	GETZ	1308 WILSON ST TUPELO	MS	38804

APPENDIX B

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES
CODE COMPLIANCE DIVISION

PRE-ENFFORCEMENT NOTICE

Violation Address:
0 NO STREET
TUPELO, 00000

Date: May 1, 2026
Case Number: CODE-26-18
Parcel Number: 112B-04-046-01

Owner Name: DAVIS CHARLES MICHAEL
Owner Address: 1308 1/2 WILSON ST, TUPELO, MS 38804

Dear Property Owner or Tenant,
It is the mission of the Code Compliance Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

Your property has been recognized as having the following violations:

The re-inspect date is: March 11, 2026

IF VIOLATIONS ARE NOT CORRECTED BY THIS DATE, CITATION(S) MAY BE ISSUED

IPMC 110.1	DEMOLITION	The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....

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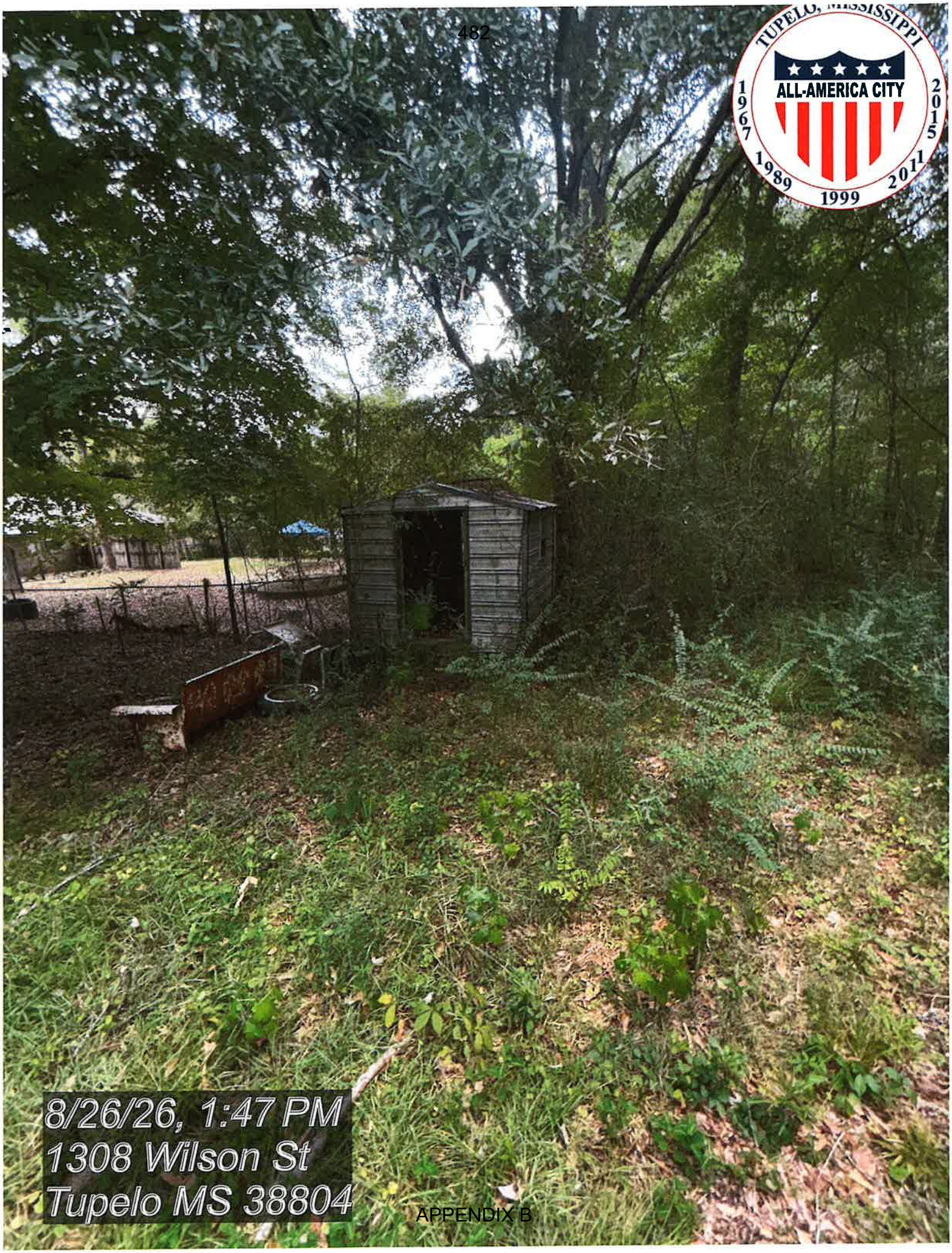
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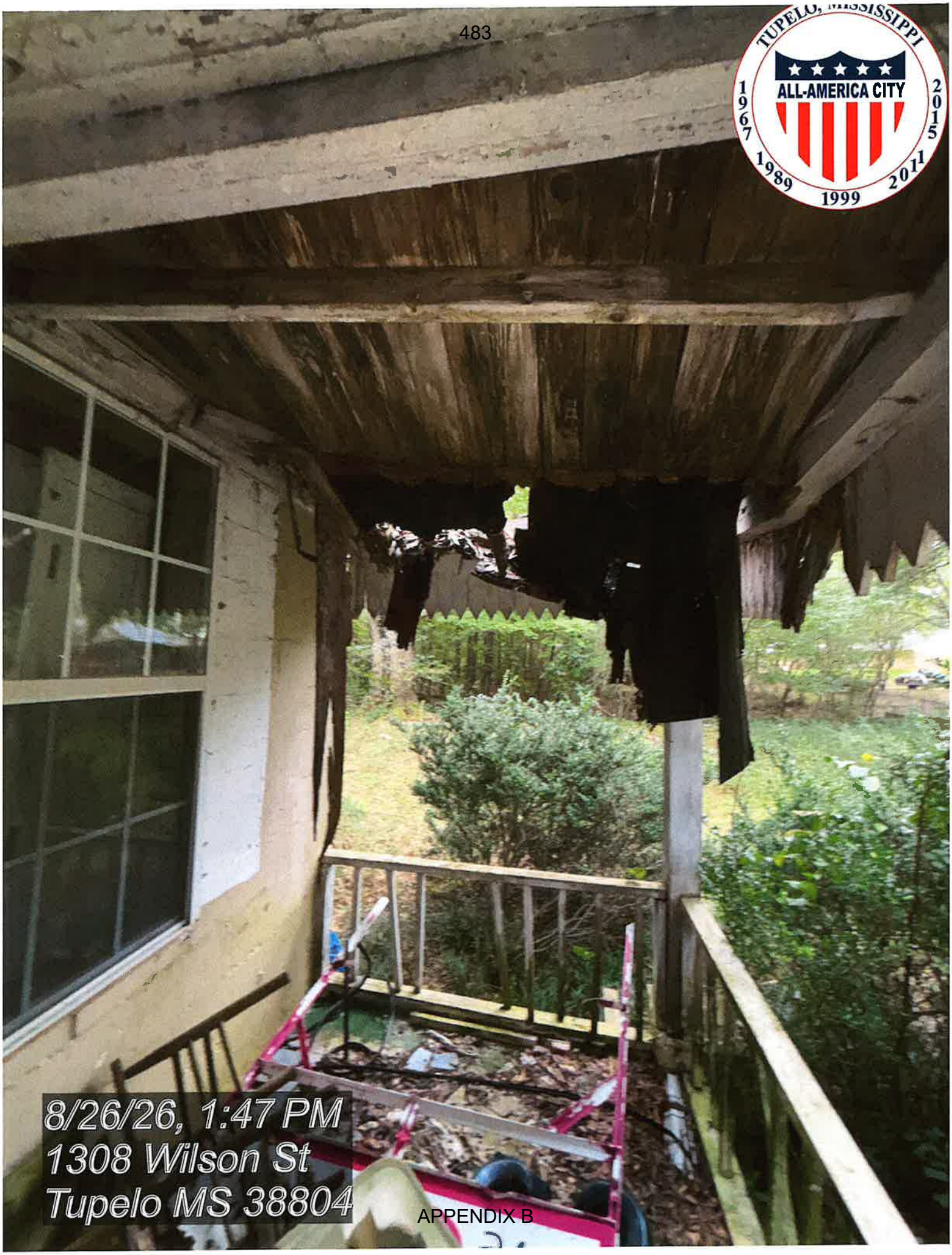
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AARON	GETZ	1308 WILSON ST TUPELO	MS	38804

APPENDIX B

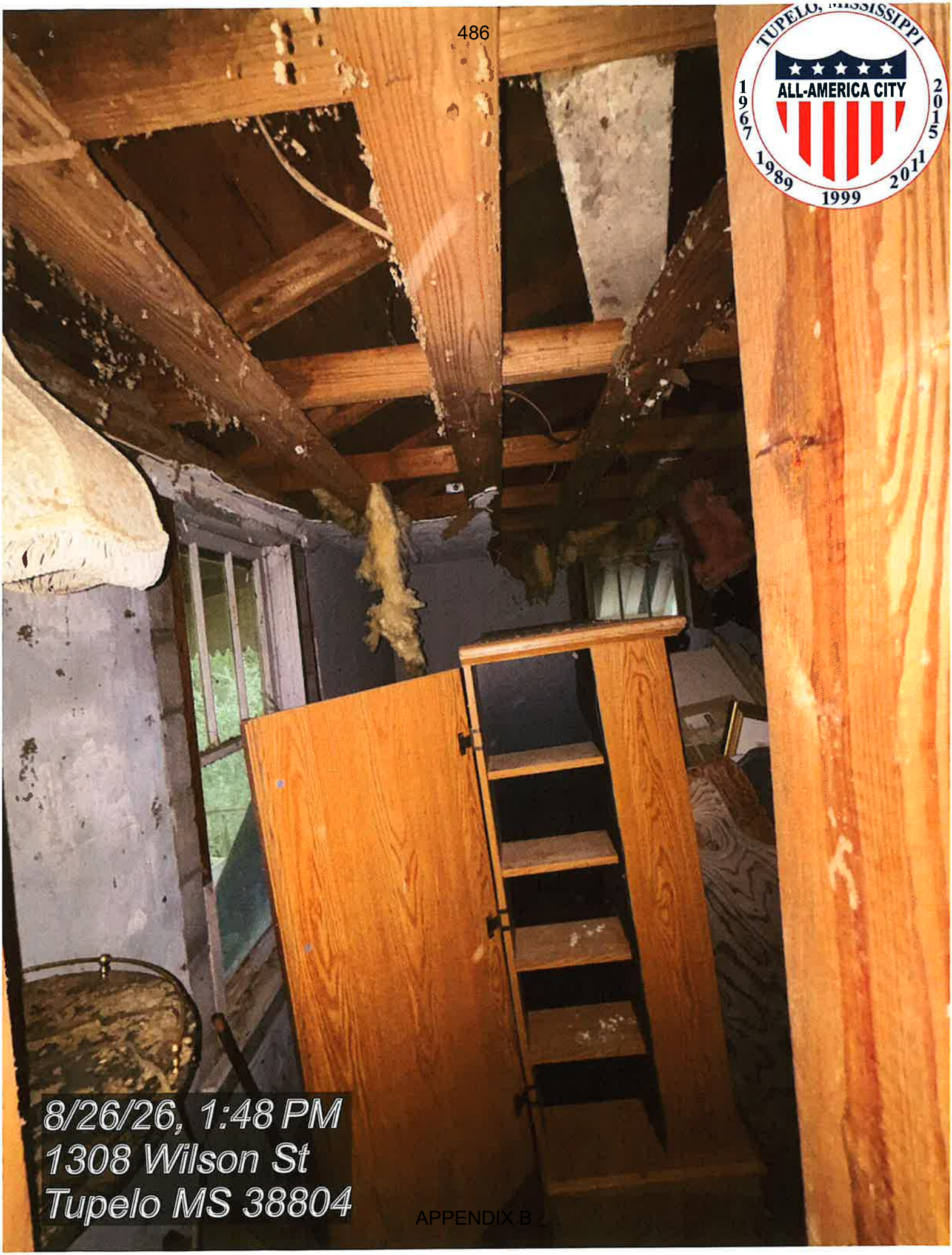

TUPELO, MISSISSIPPI
ALL-AMERICA CITY
1967
1989
1999
2011
2015
8/26/26, 1:47 PM
1308 Wilson St
Tupelo MS 38804


8/26/26, 1:47 PM
1308 Wilson St
Tupelo MS 38804

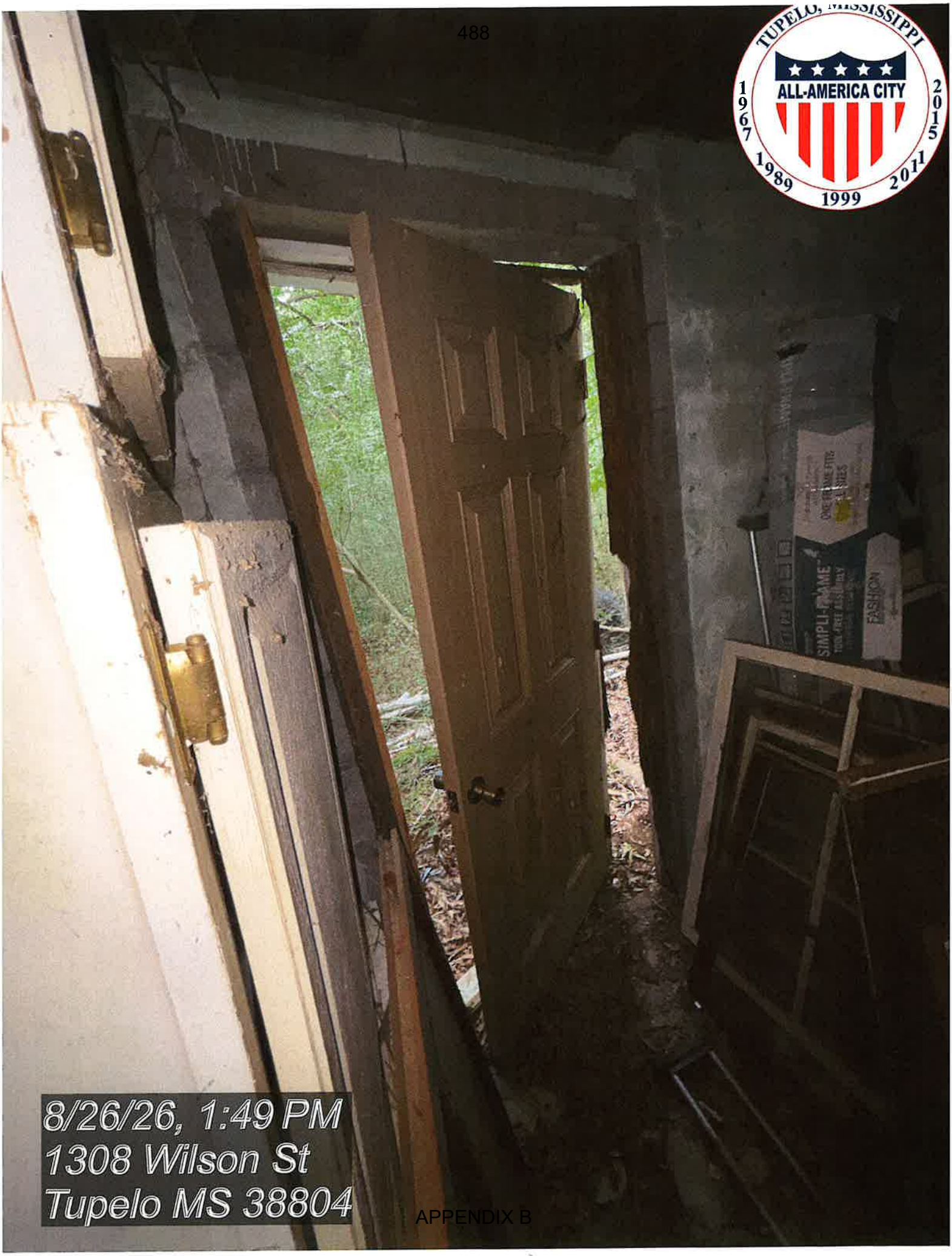

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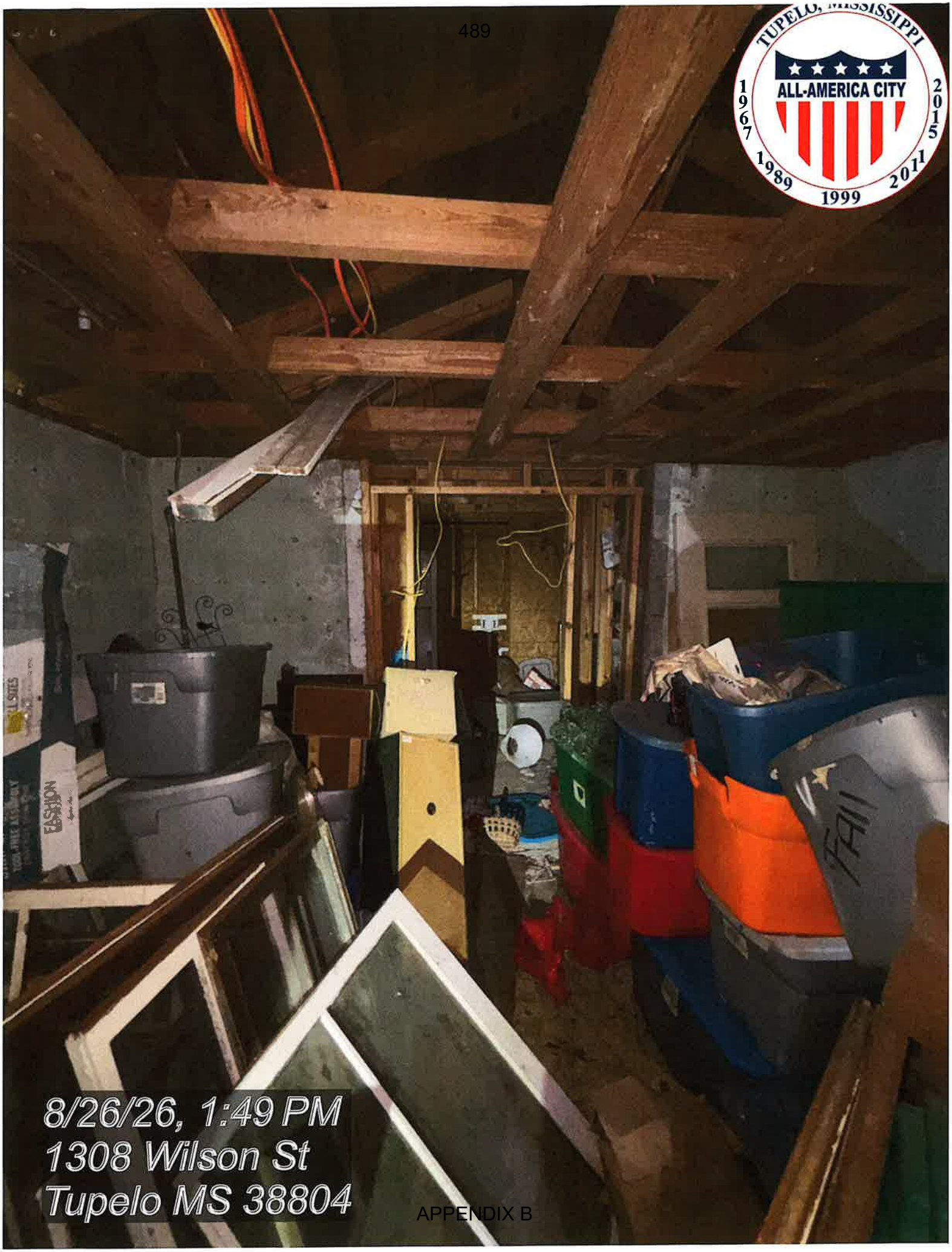

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TUPELO, MISSISSIPPI
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Tupelo MS 38804

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE September 1, 2026

SUBJECT: IN THE MATTER OF PUBLIC HEARING-2026 TAX LEVY **KH**

Request:

Public Hearing for the 2027 Budget and 2026 tax levy.

ATTACHED:
Public Notice

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

The City of Tupelo will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2027 during a Regular Meeting on September 1, 2026 at 6:00 p.m. at City Hall.

The City of Tupelo is now operating with projected total budget revenue of $67,764,685. Of that amount 31.49% or $21,358,857 of such revenue is obtained through ad valorem taxes.

For next fiscal year, the proposed budget has total projected revenue of $68,611,479. Of that amount, 31.76% or $21,791,716 is proposed to be financed through a total ad valorem levy of 32.47 mills.

The decision to not increase the ad valorem tax millage rate for fiscal year 2027 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year 2027.

Any citizen of the City of Tupelo is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2027 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE SEPTEMBER 1, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF AUGUST 18, 2026

REQUEST: REVIEW AND APPROVE

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 18, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, August 18, 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 Jones asked Tommy Galloway, Pastor of The Word of Life Church to give the invocation, and Council Member Chad Mims led the pledge of allegiance. President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Mims, to amend the agenda order and add the following item:

IN THE MATTER OF AN ORDER TO ALLOW PARTIAL REFUND OF BUILDING PERMIT FEE TO MASTERCRAFT BUILDERS FOR RENOVATION OF THE STRUCTURE LOCATED AT 218 NORTH SPRING STREET

The vote was unanimous in favor to amend and add to the agenda.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA
PUBLIC RECOGNITION

Council Member Davis thanked everyone for attending the council meeting tonight. She also mentioned that St. Paul United Methodist Church held a luncheon to thank the Tupelo Fire Department for all they do.

Council Member Gaston expressed condolences to the family of Will Beasley. Despite an accident that left him a quadriplegic, Mr. Beasley earned a master of history degree and a juris doctorate of law degree. Gaston stated, "He did not let tragedy define him."

MAYOR'S REMARKS

Mayor Jordan thanked both the Public Works and the Water & Light Departments for their work during the recent storm. He also extended thanks to partners at Tombigbee Electric Company who assisted with fallen trees.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on this matter. APPENDIX A

IN THE MATTER OF AN APPEAL OF HUNTNGTON BANK ARENA AND CONFERENCE CENTER TO THE CITY COUNCIL TO OVERRULE PLANNING COMMITTEE DECISION

Kevan Kirkpatrick, Director of the Huntington Bank Arena and Conference Center addressed the council regarding his appeal of the decision of the Planning Committee to allow the opening of a daycare across the street from the arena. Mr. Kirkpatrick stated that the unpredictable hours, traffic and attendance of events at the arena would make it unsafe for children and others attending the daycare and any activities the daycare may have. Mr. Kirkpatrick stated that, despite what had been reported, there was no overflow parking agreement between the daycare owner and the arena. Council Member Jones asked if the daycare would be open during the weekends. Mr. Kirkpatrick answered that he did not know, but the facility held well-attended conferences and events throughout the week. APPENDIX "B".

IN THE MATTER OF AN APPEAL FROM JOE ESTESS TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION

Lee Durrett addressed the council as a representative of Joe Estess and agreed with the concerns stated by Kevan Kirkpatrick. As a daycare, this property would get protected status, and restricts the use, selling and leasing of the neighboring properties. He asked the council to reconsider the decision of the planning committee or at least table until further review. APPENDIX "C"

IN THE MATTER OF AN APPEAL FROM JIM BEANE TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION

Mr. Beane did not attend the meeting. APPENDIX "D"

***A full appeal hearing would be set for all parties to state their case before the city council.*

CITIZEN HEARING

Vice President Nolan moved, seconded by Council Member Jones to suspend the rules and allow Felicia Jones to address the council regarding a permit denied for the installation of a metal roof at 622 North Church Street. The vote was unanimous in favor.

Ms. Cole stated that the roof of the home needed to be replaced due to storm damage. Her disabled niece lives in the home and had been forced to move. Her family pulled together to buy the metal for the new roof and were in the process of installing it when they received a stop work order from the city development department. She was unaware that a permit was needed to replace the roof. She pointed out that half a dozen adjacent and neighboring houses within eyesight had metal roofs, giving her no indication the city had passed an ordinance that does not allow metal roofs in the Parkhill Residential Overlay District. She is asking the council to allow her to continue installing the metal roof since the vendor will not issue a refund for the materials.

President Bryan asked Ms. Cole if she had spoken with Tanner Newman, the Director of Development Services. She said she had not. He suggested she meet with Tanner and start the process of appealing to the Planning Committee.

Former mayor Jack Reed, Jr. spoke to the council regarding the replacement of the C.C. Augustus Pool. He stated that during his term as mayor, he had requested funding for the Tupelo Aquatic Center, and it was passed. He reviewed the history of the C.C. Augustus pool and stated its importance to the citizens

of Tupelo. He also stated how he appreciated the "Working Together Mississippi, Tupelo" group that attended the council meeting in support.

ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF AUGUST 4, 2026

Council Member Gaston moved, seconded by Council Member Mims, to approve the minutes as presented. The vote was unanimous in favor. APPENDIX "E"

IN THE MATTER OF BILL PAY

The bills were reviewed by President Lynn Bryan, Council Member Chad Mims and Council Member Travis Beard. Council Member Beard moved, seconded by Council Member Davis, to table this item due to an additional invoice that will be included. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Vice President Nolan moved, seconded by Council Member Mims, to approve the payment to Lamar Advertising for an ad in the amount of $1,000 to promote the Dudie Burger Festival. The vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2026

Council Member Beard moved, seconded by Council Member Gaston, to approve budget amendment #8 as presented. The vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF NEW BANK ACCOUNTS-G.O. BONDS 2026

Council Member Gaston recused herself from this matter. Vice President Nolan moved, seconded by Council Member Beard to approve the opening of a new bank account with Huntington Bank to hold the proceeds from issuing general obligation bonds to fund bond eligible projects. These funds are required to remain in a separate account until fully expended. Of those present, the vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF APPROVAL FOR THE MAYOR TO SIGN A MOU BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND THE CITY OF TUPELO FOR THE CERTIFIED LOCAL GOVERNMENT GRANT WITH SPRING HILL MISSIONARY BAPTIST CHURCH

Council Member Davis moved, seconded by Council Member Beard, to allow Mayor Jordan to execute the MOU for a grant for Spring Hill Missionary Baptist Church. Council Member Davis said she supported this grant because the church has been working hard to move forward. The vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF REVIEW/APPROVE MINUTES OF TUPELO LICENSE COMMISSION

Council Member Beard moved, seconded by Vice President Nolan, to approve the minutes as presented.

The vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MEETING MINUTES OF AUGUST 3, 2026

Vice President Nolan moved, seconded by Council Member Gaston, to approve the minutes of the August 3, 2026, Planning Committee subject to the matters on appeal. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF A RESOLUTION TO CHANGE "PARKGATE DRIVE" TO "DON WILDMON DRIVE"

Council Member Davis moved, seconded by Council Member Beard, to approve to change the designated portion from "Parkgate Drive" to "Don Wildmon Drive". The vote was unanimous in favor. APPENDIX "M"

IN THE MATTER OF LOT MOWING

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

IN THE MATTER OF UNMARKED VEHICLE RESOLUTION

Vice President Nolan moved, seconded by Council Member Gaston, to approve the annual submission list of unmarked vehicles used by the Tupelo Police Department. The vote was unanimous in favor. APPENDIX "O"

IN THE MATTER OF ACCEPTING A REQUEST FOR OUT OF COUNTRY TRAVEL IN REGARDS TO EXPLOSIVES AND WMD DETECTION

Council Member Davis moved, seconded by Council Member Beard, to allow Lt. Brenton Thornton (EOD Commander) to travel in partnership with other military civil support teams and federal law enforcement agencies to Tashkent, Uzbekistan for a 10-day special training event. This training will concentrate on weapons of mass destruction (WMD) and chemical, biological, radiological, and nuclear (CBRN) incidents and scenarios. This trip will be made at no cost to the city. The vote was unanimous in favor. APPENDIX "P"

IN THE MATTER OF DONATION OF FUNDS FROM TUPELO SPORTS COUNCIL

Council Member Beard moved, seconded by Council Member Mims, to approve the donations from the Tupelo Sports Council to the City of Tupelo as follows:

- $4300.00 for Challenger Program.
- $1700.00 for Irrigation Controller at Baseball Complex.

The vote was unanimous in favor. APPENDIX "Q"

IN THE MATTER OF BID AWARD APPROVAL S. FEEMSTER LAKE RD BOX CULVERT BID NO. 2026-035PW

Vice President Nolan moved, seconded by Council Member Beard, to approve and award the bid to ENSCOR, LLC, as the lowest and best bid in the amount of $429,559.00. The vote was unanimous in favor. APPENDIX "R"

IN THE MATTER OF CONTRACT APPROVAL FOR BID NO. 2026-030PW BRIDGE REPAIR FOR BRIDGE 69 COLONIAL ESTATES RD AND BRIDGE 97 RANKIN BLVD EXT

Council Member Beard moved, seconded by Council Member Mims, to approve a contract with M&N Excavators, Inc. for repairing two bridges. The vote was unanimous in favor. APPENDIX "S"

IN THE MATTER OF CONTRACT APPROVAL S. FEEMSTER LAKE RD BOX CULVERT PROJECT BID NO. 2026-035PW

Council Member Gaston moved, seconded by Vice President Nolan, to approve a contract to repair the box culvert on Feemster Lake Road. The vote was unanimous in favor. APPENDIX "T"

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR JULY 13, 2026

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

IN THE MATTER OF APPROVAL OF COURTNEY PHILPOT TO SERVE ON THE TUPELO COLISEUM COMMISSION

Council Member Jones moved, seconded by Council Member Davis, to approve the appointment of Courtney Philpot to the Tupelo Coliseum Commission. The vote was unanimous in favor. APPENDIX "V"

IN THE MATTER OF CVB BOARD MINUTES. AUGUST 4, 2026

Council Member Davis moved, seconded by Council Member Mims, to approve the minutes as presented. The vote was unanimous in favor. APPENDIX "W"

IN THE MATTER OF APPROVAL OF AN ORIDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT'S ELECTRIC RATES EFFECTIVE OCTOBER 1, 2026

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

IN THE MATTER OF AN ORDER TO ALLOW PARTIAL REFUND OF BUILDING PERMIT FEE TO MASTERCRAFT BUILDERS FOR RENOVATION OF THE STRUCTURE LOCATED AT 218 NORTH SPRING STREET

Vice President Nolan moved, seconded by Council Member Beard, to approve the partial refund for a building permit to Mastercraft Builders. The owner of the property and building has sold it back to the City of Tupelo and construction has been halted. Permit fees for city inspection services were collected which could not be performed due to the sale. The vote was unanimous in favor. APPENDIX "Y"

IN THE MATTER OF BILL PAY

Council Member Gaston moved, seconded by Council Member Mims, to take the matter off the table. The vote was unanimous in favor.

Council Member Nolan moved, seconded by Council Member Gaston, to pay the bills as presented with check numbers 443961-444295 and 50004509-50004535. The vote was unanimous in favor. APPENDIX "Z"

EXECUTIVE SESSION

Council Member Beard moved, seconded by Council Member Davis, to determine the need for executive session. The vote was unanimous in favor. Attorney Logan advised the matter related to the sale of real property interests by the city and represented a proper matter for executive session.

Council Member Beard moved, seconded by Council Member Davis, to enter executive session at 6:37 PM

Council Member Davis moved, seconded by Council Member Gaston, to return to regular session at 6:47 pm. The vote was unanimous in favor.

IN THE MATTER OF AN ORDER TO DECLARE VACANT AND USE ADDITIONAL BURIAL PLOTS IN A PORTION OF GLENWOOD CEMETERY – BLOCK D, LOTS 84A AND 84B, TEN (10) PLOTS

Vice President Nolan moved, seconded by Council Member Mims, to approve the order as presented. The vote was unanimous in favor. APPENDIX "Z1"

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Beard moved, seconded by Vice President Nolan, to adjourn the city council meeting of August 25, 2026, at 6:50 pm.

LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:
Sandra Shumaker
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED
Todd Jordan
TODD JORDAN, MAYOR
09-01-2026
DATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE SEPTEMBER 1, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL SPECIAL CALL MEETING MINUTES OF AUGUST 20, 2026

REQUEST: REVIEW AND APPROVE

CITY COUNCIL SPECIAL CALLED MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 20, 2026

Be it remembered that a special-called meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Thursday, August 20, 2026, at 3:30 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Bentley Nolan, Janet Gaston and Rosie Jones. Ben Logan, City Attorney, and Sandra Shumaker, Clerk of the Council. Council President Lynn Bryan called the meeting to order at 4:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard, to amend the agenda order and add the following item:

IN THE MATTER OF REVIEW AND APPROVE AIRPORT GRANTS

ROUTINE AGENDA

IN THE MATTER OF APPROVAL FOR CITY TO SUBMIT THE BJA FY 2025/2026 PROJECT SAFE NEIGHBORHOODS FORMULA GRANT PROGRAM APPLICATION

Council Member Gaston moved, seconded by Council Member Beard, to approve the submission of the Safe Neighborhoods Formula Grant Program Application. This is through the Department of Justice with no match. It helps purchase additional intersection cameras. Council President Bryan asked if the cameras allowed us to go back and get visuals as needed if they are not monitored for 24 hours straight. Chief Quaka answered that the cameras are not continuously monitored and that they retain data for 72 hours. The vote was unanimous in favor. APPENDIX "A"

IN THE MATTER OF REVIEW AND APPROVE AIRPORT GRANTS

Council Member Gaston moved, seconded by Council Member Beard, subject to a grant administration agreement between the city and airport to ensure proper compliance with federal and state requirements, to approve and allow the Mayor to execute as co-sponsor certain grants the Tupelo Airport Authority (TAA) had applied to receive from the Federal Aviation Administration (FAA). The city and airport authority believed the airport could be the sole sponsor of these grants, but because of timing cited by the FAA, had proven not to be the case. The grants were for access road improvements, runway improvements and terminal upgrades and rehab. The grants totaled nearly $4,000,000 for which the city and airport would be jointly and severally liable for compliance. The vote was unanimous in favor. APPENDIX "B"

ADJOURNMENT

There being no further business before the council, Council Member Beard moved, seconded by Council Member Gaston, to adjourn the meeting at 4:30 p.m. this the 20th day of August 2026.

LYNN BRYAN, COUNCIL PRESIDENT

ATTEST:

Sandra Shumaker
SANDRA SHUMAKER, COUNCIL CLERK

APPROVED

Todd Jordan
TODD JORDAN, MAYOR

08-20-26
Date

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE September 1, 2026

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2026. **KH**

Request:

Please review and approve amendment #9 which includes:

- To increase the General Fund for the donation from the Tupelo Sports Council for the Park & Rec Department.
- To increase the budget for the Use Tax revenue to match actual revenue and to transfer these funds to the capital fund.
- To increase the Capital Fund for the cost of issuance expenditures related to the 2026 G.O. Bond Issue (246,090).
- To increase the Capital fund to use the "use tax" proceeds for an ARC project in the Water & Sewer Fund (525,000) and to place the balance in the street overlay program.

ITEMS:
Amendment #9

City of Tupelo
Fy 2026 Budget Revision #9

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2026 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	9,921,044		9,921,044
Licenses & Permits	1,680,000		1,680,000
Intergovernmental Revenues	40,021,757	614,705	40,636,462
Charges for Services	816,037		816,037
Fines & Forfeits	598,000		598,000
Interest Income & Misc. Revenues	1,400,761	6,000	1,406,761
Other Financing Resources	315,000		315,000
Unreserved Fund Balance	2,526,719	-	2,526,719
Total General Fund Revenues	57,279,318	620,705	57,900,023

Purpose: To budget for donations received from the Sports Council for the Parks & Rec Program.

Expenditures:

City Council			
Personnel	340,513		340,513
Supplies	6,000		6,000
Other Services & Charges	242,600		242,600
Capital	-	-	-
Total City Council	589,113	-	589,113

Purpose:

Executive Dept.			
Personnel	1,083,614		1,083,614
Supplies	20,000		20,000
Other Services & Charges	292,850		292,850
Capital	-	-	-
Total Executive Dept.	1,396,464	-	1,396,464

Purpose:

City Court			
Personnel	1,065,998		1,065,998
Supplies	24,300		24,300
Other Services & Charges	108,377		108,377
Capital	-	-	-
Total City Court	1,198,675	-	1,198,675

Purpose:

	Original Budget	Amendment	Amended Budget
Finance Department			
Personnel	1,126,115		1,126,115
Supplies	25,600		25,600
Other Services & Charges	1,071,110		1,071,110
Capital	489,890	-	489,890
Total Finance Department	2,712,715	-	2,712,715
Purpose:			
Human Resources			
Personnel	325,212		325,212
Supplies	3,600		3,600
Other Services & Charges	165,800		165,800
Capital	-	-	-
Total Human Resources	494,612	-	494,612
Purpose:			
Development Services			
Personnel	1,479,377		1,479,377
Supplies	45,000		45,000
Other Services & Charges	310,065		310,065
Capital	-	-	-
Total Development Services	1,834,442	-	1,834,442
Purpose:			
Police Dept			
Personnel	10,919,339		10,919,339
Supplies	797,486		797,486
Other Services & Charges	3,083,226		3,083,226
Capital	394,305	-	394,305
Total Police Dept.	15,194,356	-	15,194,356
Purpose:			
Fire Dept			
Personnel	8,115,162		8,115,162
Supplies	511,650		511,650
Other Services & Charges	406,700		406,700
Capital	10,000	-	10,000
Total Fire Dept.	9,043,512	-	9,043,512
Purpose:			

	Original Budget	Amendment	Amended Budget
Public Works			
Personnel	3,991,454		3,991,454
Supplies	413,500		413,500
Other Services & Charges	2,700,780		2,700,780
Capital	17,000	-	17,000
Total Public Works	7,122,734	-	7,122,734
Purpose:			
Parks & Recreation			
Personnel	2,218,524		2,218,524
Supplies	418,706	6,000	424,706
Other Services & Charges	1,339,261		1,339,261
Capital	19,390	-	19,390
Total Parks & Rec	3,995,881	6,000	4,001,881
Purpose:	To budget for donation approved on 8-18-2026 to be used by Parks & Rec for supplies.		
Aquatics Facility			
Personnel	512,820		512,820
Supplies	119,037		119,037
Other Services & Charges	530,000		530,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,171,857	-	1,171,857
Purpose:			
Museum			
Personnel	144,933		144,933
Supplies	8,000		8,000
Other Services & Charges	34,900		34,900
Capital	4,000	-	4,000
Total Museum	191,833	-	191,833
Purpose:			
Community Services	1,121,773	-	1,121,773
Purpose:			
Debt Service	199,830	-	199,830
Other Financing Uses	11,011,521	614,705	11,626,226
Purpose:	To transfer use tax revenue to the Capital & Infrastructure Fund.		
Reserves	-	-	-
Total General Fund Expenditures	57,279,318	620,705	57,900,023

Fund #327 Tupelo Capital & Infrastructure Fund	Original Budget	Amendment	Amended Budget
Revenues			
Grants	1,810,791		1,810,791
Transfer from Other Funds	8,766,594	614,705	9,381,299
State Funds	1,250,000		1,250,000
Miscellaneous Income	549,035		549,035
Bond Proceeds	7,715,476	246,090	7,961,566
Unreserved Fund Balance	24,480,737	-	24,480,737
Total Revenues	**44,572,633**	**860,795**	**45,433,428**
Expenditures			
Other Services & Charges			
Maintenance Projects	1,130,549		1,130,549
Street Overlay	6,876,145	89,705	6,965,850
Neighborhood Revitalization	506,438		506,438
Traffic Calming	259,874		259,874
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	**8,773,006**	**89,705**	**8,862,711**
Capital			
Infrastructure Improvements	17,083,266		17,083,266
Purchase of Property	833,319		833,319
Equipment	914,088		914,088
Building Improvements	14,376,307		14,376,307
Park Improvements	1,294,248		1,294,248
Vehicles	251,428		251,428
Police Vehicles/Equipment	834,815		834,815
Fire Equipment/Trucks	152,156		152,156
Contingencies(Grant Matches)	-	-	-
Total Capital	35,739,627	-	35,739,627
Other Financing Uses	**60,000**	**771,090**	**831,090**
Total Expenditures	**44,572,633**	**860,795**	**45,433,428**

Purpose: To budget for the cost of issuance for the 2026 G.O. Bond Issue (246,090).
To budget for a transfer to Water & Sewer for assistance with the match portion of the ARC grant for water lines (525,000).

	Voting
Councilman Chad Mims	Absent
Councilman Lynn Bryan	Aye
Councilman Travis Beard	Aye
Councilman Nettie Davis	Aye
Councilman Bentley Nolan	Aye
Councilman Janet Gaston	Aye
Councilman Rosie Jones	Aye

Approved:

President of the Council
City of Tupelo

Attest:
Sandra Shumaker
Clerk of the Council

Todd Jordan
Mayor
City of Tupelo

Attest:
Kim Lamar
City Clerk

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 01 September 20256

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF TUPELO AND DEPARTMENT OF JUSTICE FOR THE BJA FY25 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM LOCAL FORMULA GRANT – CYBER LAB EQUIPMENT **AC**

Request: With this funding the TPD will purchase Magnet AXIOM Premium and Skim-Scan + Skim-Swipe EBT Fraud Combo.

Agency: U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance

Grant: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (Jag) Program

Match: N/A

Amount: $38,340.00

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF TUPELO 71 TROY ST
City, State and Zip:	TUPELO, MS 38804
Recipient UEI:	DK9PFM6XSDR7

Project Title: Tupelo Police Department Forensic Analysis Equipment	**Award Number:** 15PBJA-25-GG-03173-JAGX
Solicitation Title: BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula	
Federal Award Amount: $38,340.00	**Federal Award Date:** 7/31/26
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: M **Assistance Listing:** 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/28
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/28

Project Description:

The City of Tupelo Police Department will use JAG funding for the purchase of Magnet AXIOM Premier, GrayKey Advanced Actions, and Skim Scan ATM & POS Skimmer detection equipment to address the increasing challenges associated with investigating digital and financial crimes. This investment will improve the department's ability to lawfully access and analyze digital evidence and to proactively detect ATM and POS skimming devices, which currently hinder timely investigations and compromise public protection.

Expected outcomes include faster processing and analysis of digital evidence, improved investigative efficiency, enhanced ability to identify and prevent financial fraud, and stronger evidentiary support for prosecution.

Intended beneficiaries include victims of cyber-enabled crimes and financial fraud, residents and businesses within the City of Tupelo, surrounding jurisdictions that receive investigative assistance, and the broader criminal justice system, which will benefit from more timely, accurate, and effective case resolutions.

Award Letter

July 31, 2026

Dear Todd Jordan,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF TUPELO for an award under the funding opportunity entitled 2025 BJA FY25

Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is $38,340.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical

assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

All BJA awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. 4321 et seq.) and other related federal laws (including the National Historic Preservation Act), if applicable. Award recipients (and subrecipients, as applicable) must support BJA's compliance with NEPA by providing details about their project, its location, and any resources that might be affected. BJA complies with NEPA (and other related federal laws) for an award-funded activity by evaluating the environmental impacts of the activity in one of three levels of analysis: a Categorical Exclusion (CATEX), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS). See https://bja.ojp.gov/funding/nepa-guidance for additional information regarding NEPA implementation.

Carefully review the conditions on this award for information about any requirements specific to NEPA compliance for this award.

After completion of any required environmental analysis, throughout the term of this award the recipient must inform BJA of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient may not implement a proposed change or new activity until BJA, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an approved environmental impact review process.

Questions about NEPA compliance may be directed to your grant manager.

NEPA Coordinator

First Name	Middle Name	Last Name
Chris	no value	Casto

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
DK9PFM6XSDR7

Street 1
71 TROY ST

Street 2

City
TUPELO

State/U.S. Territory
Mississippi

Zip/Postal Code
38804

Country
United States

County/Parish

Province

Award Details

Federal Award Date
7/31/26

Award Type
Initial

Award Number
15PBJA-25-GG-03173-JAGX

Supplement Number
00

Federal Award Amount
$38,340.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14622995

Grant Manager Name
Hannah Aanenson

Phone Number
202-826-4046

E-mail Address
Hannah.Aanenson@usdoj.gov

Project Title
Tupelo Police Department Forensic Analysis Equipment

Performance Period Start Date
10/01/2024

Performance Period End Date
09/30/2028

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2028

Project Description

The City of Tupelo Police Department will use JAG funding for the purchase of Magnet AXIOM Premier, GrayKey Advanced Actions, and Skim Scan ATM & POS Skimmer detection equipment to address the increasing challenges associated with investigating digital and financial crimes. This investment will improve the department's ability to lawfully access and analyze digital evidence and to proactively detect ATM and POS skimming devices, which currently hinder timely investigations and compromise public protection.

Expected outcomes include faster processing and analysis of digital evidence, improved investigative efficiency, enhanced ability to identify and prevent financial fraud, and stronger evidentiary support for prosecution.

Intended beneficiaries include victims of cyber-enabled crimes and financial fraud, residents and businesses within the City of Tupelo, surrounding jurisdictions that receive investigative assistance, and the broader criminal justice system, which will benefit from more timely, accurate, and effective case resolutions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2025)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY25AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 2
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department of Justice to support or engage in any explicitly religious activities except when consistent with the

Establishment Clause of the First Amendment to the U.S. Constitution and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates in a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, see “Nondiscrimination provisions and the Religious Freedom Restoration Act,” accessible at https://www.ojp.gov/funding/explore/legaloverview2025/civilrightsrequirements.

Condition 3
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 4
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 5
Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold, as set forth in the Federal Acquisition Regulations (FAR). See the definition of simplified acquisition threshold in the FAR at 48 CFR part 2, subpart 2.1. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed Simplified Acquisition Threshold)), and are incorporated by reference here.

Condition 6
Federal Civil Rights and Nondiscrimination Laws (certification)

The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 7
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that a legal notice regarding award requirements is necessary or that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such notice or exception regarding enforcement, including any such notice or exception made during the period of performance, is (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 8
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 9
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), including, without limitation, the provisions regarding termination in 2 C.F.R. 200.340, apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 10
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Fraud Detection Office, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 11
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 12
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ

Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 13
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 14
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 15
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f), which contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 16
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 17
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 18
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 19
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 20
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 21
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either

requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 22
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 23
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 24
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2022, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 25
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an

employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 26
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 27
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 28
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of

Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 31
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 32
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 33
FFATA reporting: Subawards and executive compensation
The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are set forth in 2 C.F.R. part 170, Appendix A (“Award Term”) and are incorporated by reference here.
This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
Note: In early March 2025, the reporting system that had been used for subaward reporting, the FFATA (Federal Funding Accountability and Transparency Act) Subaward Reporting System (FSRS) was retired and functionality moved to SAM.gov. For more information, including steps on how to connect your FSRS account to SAM.gov, visit https://sam.gov/fsrs.

Condition 34
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ

awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 35
Any publication (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) funded in whole or in part under this award, (with the exception of press releases, websites, and mobile applications), shall contain the following statement: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Any website or mobile application that is funded in whole or in part under this award must include the following statement where most practicable: "This website [or application] was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this website [or application] (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible. The statement may also be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Upon specific request by BJA, the recipient must submit to BJA for review and approval (or, for recipients or subrecipients that are institutions of higher education, review and comment) any publication or product developed under this award at least 30 working days prior to the targeted dissemination date.

The current edition of the DOJ Grants Financial Guide provides additional guidance on allowable printing and publication activities.

Condition 36
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23 for any applicable project.

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

Condition 40
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://bja.ojp.gov/program/it/gsp-grant-condition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 41
Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems that involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

Condition 42
Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Condition 43
Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to determine if any of the following activities will be funded by the grant prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA, and follow instructions regarding NEPA compliance.

The activities covered by this condition are:

a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments;

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories; and
f. Any extraordinary or unusual project with potential to have a significant environmental impact.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

Condition 44
The recipient shall ensure that each DNA analysis conducted under this award will be performed either (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by an accrediting body that is a signatory to an internationally recognized arrangement and that offers accreditation to forensic science conformity assessment bodies using an accreditation standard that is recognized by that internationally recognized arrangement. Any laboratory conducting STR, Y-STR, or mitochondrial DNA testing undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the Federal Bureau of Investigation.

If award funds are used for DNA testing of evidentiary materials, recipients shall ensure that any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS, and, where applicable, uploaded to the National DNA Index System (NDIS). Award funds may be used for forensic genetic genealogy in accordance with United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and program requirements. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

The recipient shall ensure that each DNA analysis conducted and each DNA profile generated under this award, and each stored DNA sample that results from this award, are maintained in accordance with any applicable federal privacy requirements and restrictions on disclosure.

Condition 45
Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (https://www.justice.gov/olp/page/file/1204386/download), and must collect and report the metrics identified in Section IX of that document to BJA.

Condition 46
Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(11)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

Condition 47
As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from expending or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding

condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Condition 48
Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Condition 49
Compliance with trauma kit standards
If the recipient uses funds under this award to purchase trauma kits or trauma kit components, the recipient must ensure that the trauma kits purchased meet the performance standards established consistent with 34 U.S.C. § 10202(d), as such standards are in effect at the time of purchase.

Condition 50
Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than $25,000 under JAG, the initial period of performance of the award will be less than four years. The recipient further understands that any requests for an extension of the period of performance for an award of less than $25,000 will be approved automatically for up to a total period of performance of four years, pursuant to 34 U.S.C. 10152(f) and in accordance with the Notice of Funding Opportunity (NOFO) associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of OJP.

Condition 51
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield.
Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
2. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consistent with federal law as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12—without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction.
A. For purposes of this condition—
(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));
(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, agency, or official, through any means, including, without limitation—
(a) through any database,
(b) in connection with any law enforcement partnership or task-force,
(c) in connection with any request for law enforcement assistance or -cooperation, or
(d) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;
(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and
(4) the term "public disclosure" means any communication or release other than one—
(a) within the recipient, or
(b) to any subrecipient (at any tier) that is a government entity.
B. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.
C. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.

Condition 52
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: information-communication restrictions
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).
1. Throughout the entire award period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict—
(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to or from DHS; or
(2) a government entity or agency from sending, requesting or receiving, or exchanging information regarding immigration status to, from, or with DHS, or from maintaining such information.
Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.
2. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the entire award period of performance, no State or local government entity, agency, or official may implement an “information-communication restriction.”
3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.
4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State or local government incurs to implement this condition.
5. Rules of Construction.

A. For purposes of this condition:
(1) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.
(2) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).
(3) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.
(4) “DHS” means the U.S. Department of Homeland Security.
B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 53
Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Notice of scheduled release
SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward at any tier.
1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time.
Consonant with federal law enforcement statutes—including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens")—no State or local government entity, agency, or official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide (as early as practicable (see para. 5.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
2. Noninterference with "removal" process: Notice of scheduled release date and time within the funded “program or activity.”
With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes as cited in para. 1 of this condition, no State or local government entity, agency, or official (including a government-contracted correctional facility) within the funded program or activity may interfere with the "removal" process by failing to provide (as early as practicable (see para. 4.B. below)) advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.
3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.
5. Rules of construction
A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.
B. Applicability.
(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as, in fact, practicable.
(2) Current DHS practice is to use the same form for a second, distinct purpose—to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.
C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

D. The "Rules of Construction" set out in the "Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

Condition 54

Noninterference (with award funds and within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies throughout the entire award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities.

Consonant with federal law enforcement statutes and regulations—including 8 U.S.C. 1357(a) (under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the United States), and 8 C.F.R. 287.5(a) (under which that power may be exercised "anywhere in or outside" the United States)—no State or local government entity, agency, or official within the funded program or activity may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Noninterference with statutory law enforcement access to correctional facilities within the funded "program or activity."

With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), and consonant with federal law enforcement statutes and regulations as cited in para. 1 of this condition, no State or local government entity, agency, or official within the funded program or activity may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

3. Monitoring. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

4. Allowable costs. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

5. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 U.S.C. 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 C.F.R. 31.304(f) (as in effect on Jan. 1, 2026.)

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 U.S.C. 1227(a)(2), or

(b) conduct described in 8 U.S.C. 1227(a)(4).

(4) The term "conviction" means what it means under 8 U.S.C. 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under 34 U.S.C. 10251(a)(7)) as of Jan. 1, 2026.

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof, but not any public institution of higher education or Indian tribe.

(8) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

C. This condition shall be enforceable to the extent that it does not otherwise contravene any express requirement of any federal law, or of any judicial ruling, governing or applicable to the award.

Condition 55

The recipient understands and agrees that no award funds may be used for any expenses related to public awareness campaigns for an extreme risk protection program.

Condition 56
Extreme risk protection order (ERPO) programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
Recipients who plan to use funding to support ERPO programs must submit a Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv), signed by the principal legal officer, certifying that the ERPO program to be funded satisfies each of the listed requirements prior to the use of award funds for ERPO programs. Funds proposed for ERPO programs may be withheld, pending confirmation of compliance with the terms of this award.

Condition 57
No funds may be used for C-UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that any C-UAS purchased with award funds will only be procured and used in compliance with all applicable federal, state, and local laws and regulations, including criminal, surveillance, aviation, and communications laws. Any C-UAS purchased with award funds will be included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section. The certification also requires that the award recipient consult qualified legal counsel to review the proposed purchase and operation of C-UAS, and that the recipient will complete required trainings and obtain all required approvals, certifications, licenses, and authorizations prior to deployment, and will coordinate with relevant authorities as required. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the C-UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the C-UAS. Funds proposed for the purchase of C-UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 58
Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order. Funds proposed for the purchase of prohibited items may be withheld, pending confirmation of compliance with the terms of this award.

Condition 59
No funds may be used for UAS except with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit to BJA a written certification that, among other things, certifies that only UAS verified by the Defense Contract Monitoring Agency's “Blue UAS Cleared List” or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a “covered foreign entity” may be purchased or operated under the federal award and, further, that no modifications or additional accessories may be introduced to the UAS

funded by the award. The purchased UAS may not be used to process, store, or transmit Federal information. The recipient (or subrecipient) also must assure BJA that it has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS. Finally, the recipient (or subrecipient) may be required to provide additional documentation to verify purchase and the related policies for the UAS. Funds proposed for the purchase of UAS may be withheld, pending confirmation of compliance with the terms of this award. Additional information and the required certification form may be found here: https://bja.ojp.gov/funding/uas.

Condition 60
In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras (BWCs) or related expenses for any agency unless that agency has submitted a certification to BJA that it has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for BWCs or related expenses. Funds proposed for the purchase of BWCs or related expenses may be withheld, pending confirmation of compliance with the terms of this award.

Condition 61
Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If the recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. Funds proposed for the purchase of body armor may be withheld, pending confirmation of compliance with the terms of this award.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice (NIJ) ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor

Condition 62
Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 63
Withholding of funds for proposal narrative

The recipient may not expend or draw down any award funds until the recipient submits, and BJA reviews and accepts, the proposal narrative for this award, and an Award Condition Modification (ACM) has been issued to remove this condition.

Condition 64
Withholding of funds for Memorandum of Understanding

The recipient may not expend or draw down any award funds until BJA has reviewed and approved the required Memorandum of Understanding (MOU), and an Award Condition Modification (ACM) has been issued to remove this condition.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen A. Henneberg	7/30/26 3:33 AM

Authorized Representative

☐ Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 01 Sept 2026

SUBJECT: IN THE MATTER OF AWARD OF SPRING HILL MISSIONARY BAPTIST CHURCH STRUCTURAL STABILIZATION PROJECT NUMBER 2319.1 BID TO ROBERTS BUILDERS INC **AC**

Bids submitted:

Esquire Construction Services LLC
Roberts Builders Inc

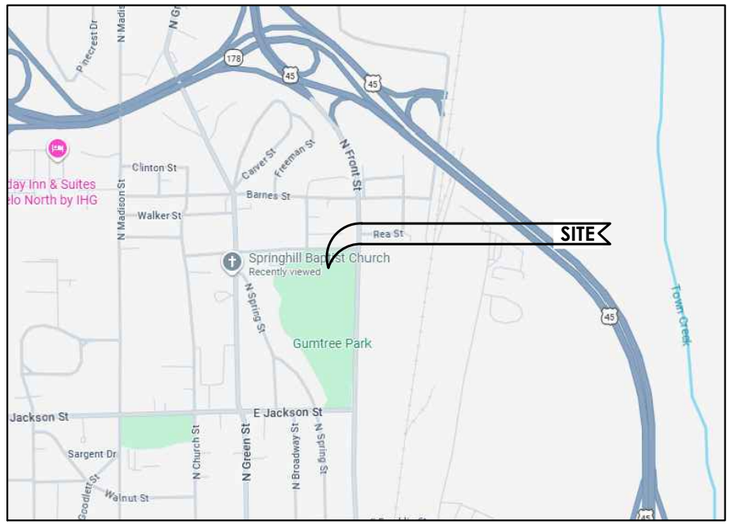
SPRING HILL MISSIONARY BAPTIST CHURCH

STRUCTURAL STABILIZATION

TUPELO, MISSISSIPPI



SPRING HILL MISSIONARY BAPTIST CHURCH
TUPELO, MISSISSIPPI



SPRING HILL MISSIONARY BAPTIST CHURCH
VICINITY MAP
589 NORTH GREEN STREET
TUPELO, MS 38804

PROJECT TEAM:

OWNER:
CITY OF TUPELO
PO Box 1485
Tupelo, MS 38802

ARCHITECT:
BELINDA STEWART ARCHITECTS, PA
Belinda J. Stewart, FAIA
P.O. Box 867 / 61 N Dunn Street
Eupora, MS 39744
662.258.6405 & 662.258.6452 (fax)

STRUCTURAL ENGINEER:
WATSON STRUCTURAL ENGINEERS
Mark Watson, P.E.
2510 Mattox Street
Tupelo, MS 38801
662.260.5083

SHEET INDEX:

COVER SHEET

ARCHITECTURAL DRAWINGS:
G1.0 GENERAL NOTES
A1.1 FLOOR PLANS
A1.2 FLOOR PLANS

REGISTERED ARCHITECT
Belinda J. Stewart
2287
Eupora, MS
STATE OF MISSISSIPPI

Issue Date: May 6, 2026

Project Number: 2319.1

BID SET

BELINDA STEWART ARCHITECTS, PA
61 N. DUNN STREET or P.O. BOX 867 EUPORA, MS 39744 (662) 258-6405
www.belindastewartarchitects.com bsa@belindastewartarchitects.com

GENERAL RESTORATION/RENOVATION NOTES:

A. WORK SHALL BE IN CONFORMANCE WITH CURRENT BUILDING CODES, INDUSTRY STANDARDS, AND OTHER APPLICABLE REGULATIONS.

B. DRAWINGS ARE DIAGRAMMATIC ONLY. DO NOT SCALE. FIELD VERIFY ALL DIMENSIONS AND NOTIFY ARCHITECT WITH ANY DISCREPANCIES AND GET CLARIFICATION PRIOR TO PROCEEDING WITH WORK.

C. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BIDDING, CONSTRUCTION, FABRICATION OR ORDERING OF MATERIALS.

D. KEEP WORK SITE CLEAN AND ORDERLY. CLEAN UP DAILY AT ALL AREAS EXPOSED TO PUBLIC VIEW.

E. PROTECT FROM DAMAGE ALL EXISTING WORK, FEATURES, AND ELEMENTS TO REMAIN. DO NOT REMOVE, CUT, MODIFY, OR OTHERWISE DAMAGE ANY HISTORIC MATERIAL OR ELEMENT WITHOUT OBTAINING PRIOR APPROVAL FROM THE ARCHITECT, UNLESS OTHERWISE INDICATED.

F. INSPECT ALL SUBSTRATES, FRAMING, OR ANY OTHER ELEMENTS HIDDEN FROM VIEW. NOTIFY ARCHITECT OF ANY UNFORESEEN DETERIORATED OR DAMAGED AREAS PRIOR TO PROCEEDING WITH WORK.

G. HISTORIC ELEMENTS TO BE REMOVED ARE TO BE REMOVED INTACT AND STORED IN THE BUILDING.

H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE BUILDING OCCUPANTS PRIOR TO ANY INTERRUPTIONS WITH UTILITIES.

I. NEW LUMBER SHALL BE PRESERVATIVE TREATED WHEN IN CONTACT WITH CONCRETE.

J. HEAT DEVICES SUCH AS HEAT GUNS, CUTTING & WELDING TORCHES, SOLDERING IRONS, AND OTHER SIMILAR DEVICES ARE **PROHIBITED** DUE TO THE HIGH RISK OF FIRE IN A HISTORIC STRUCTURE.

K. CONTRACTOR SHALL MAINTAIN SECURITY OF THE BUILDING AT ALL TIMES, MAINTAIN ENTRANCE ACCESS TO THE BUILDING DURING THE WORK OF THIS CONTRACT, AND PROTECT TENANTS, PEDESTRIANS AND PUBLIC FROM ANY HARM.

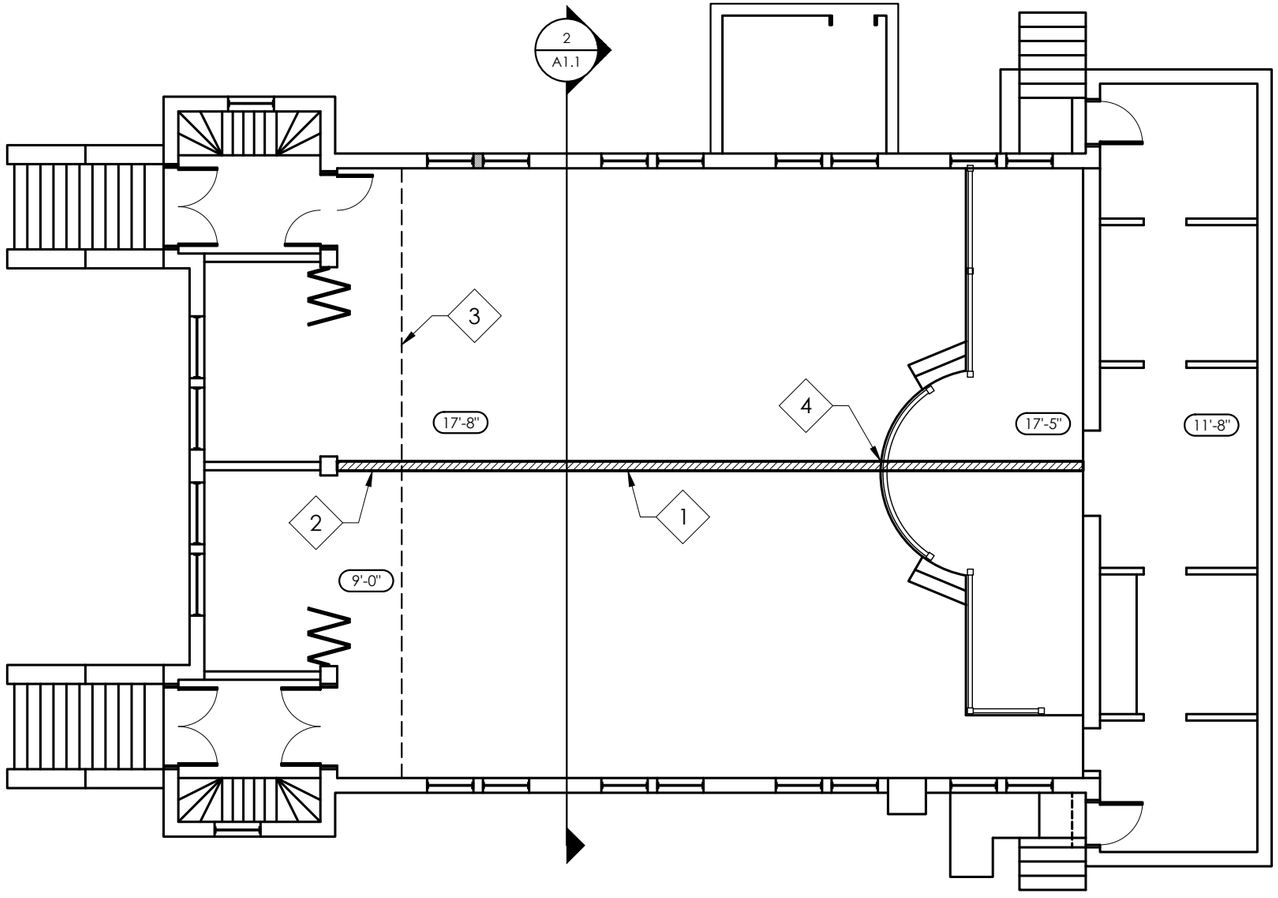
L. THE INTENT IS TO STABILIZE THE BUILDING. THEREFORE, EVEN IF ANY DETAILS ARE OMITTED OR NOT APPLICABLE TO A SPECIFIC CONDITION OR LOCATION, THE CONTRACTOR'S RESPONSIBILITY REMAINS TO SUPPLY ALL COMPONENTS BY IMPLICATION. SHOULD A SPECIFIC CONDITION NOT BE REFLECTED BY A TYPICAL DETAIL, DRAWING, OR SPECIFICATION, THE CONTRACTOR SHALL CONSULT WITH THE ARCHITECT PRIOR TO PROCEEDING WITH SUCH ITEM OF WORK.

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EUPORA, MISSISSIPPI 39744
662.258.6405 & 662.258.6452
bsa@belindastewartarchitects.com
www.belindastewartarchitects.com

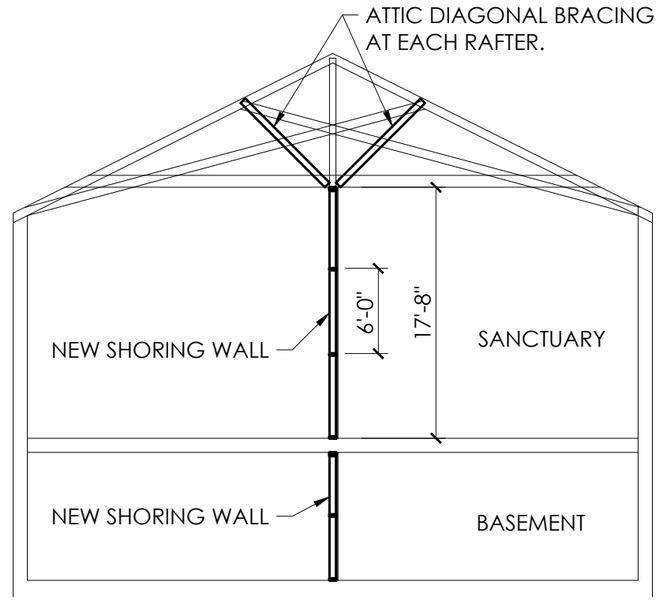
SPRING HILL MISSIONARY BAPTIST CHURCH
STRUCTURAL STABILIZATION
589 North Green Street
Tupelo, MS 38804

REGISTERED ARCHITECT
Belinda M. Stewart
2287
Eupora, MS
STATE OF MISSISSIPPI

PROJECT #: 2319.1
DATE: 05.06.2026
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REVISION:
SHEET: GENERAL NOTES
G1.0



1 A1.1 FIRST FLOORPLAN
SCALE: 3/32 = 1'-0"



2 A1.1 BUILDING SECTION
SCALE: 3/32 = 1'-0"

FLOORPLAN KEY NOTES:

1. **OPTION #1:** INSTALL SINGLE SHORING WALL DOWN THE MIDDLE AS SHOWN. 2x6 WD STUDS @12" O.C. WITH CONTINUOUS SINGLE 2x6 SILL PLATE AND CONTINUOUS DOUBLE 2x6 TOP PLATE, TWO ROWS OF HORIZ. BLOCKING BETWEEN STUDS SPACED 6' APART, AND DIAGONAL 2x6 BRACING NEAR EACH END OF ONE SIDE OF WALL AT 45 DEGREE ANGLE. REMOVE HOLLOW BEAM PRIOR TO WALL INSTALLATION TO INSTALL NEW WALL DIRECTLY UNDER CEILING JOISTS. THEN, INSTALL TWO ROWS OF 2x6 DIAGONAL BRACING IN ATTIC AT EACH RAFTER & 45 DEGREE ANGLE, FROM EXIST. CEILING JOISTS NEAR NEW SHORING WALL UP TO RAFTERS, ONE ON EACH SIDE OF CENTERLINE.

   OPTION #2: LEAVE HOLLOW BEAM IN PLACE AND INSTALL TWO SHORING WALLS, ONE ON EACH SIDE OF THE EXISTING BEAM, TIGHT TO THE UNDERSIDE OF THE EXISTING CEILING JOISTS (REMOVE ADHERED 12"x12" CEILING TILES AS NEEDED). WALL TO BE THE SAME AS OPTION #1 EXCEPT STUDS CAN BE SPACED @16" O.C.
2. EXTEND SHORING WALL FROM FLOOR TO BALCONY ABOVE.
3. LINE OF BALCONY ABOVE.
4. LOCATE SHORING WALL STUDS TO AVOID EXISTING ALTER RAILING.

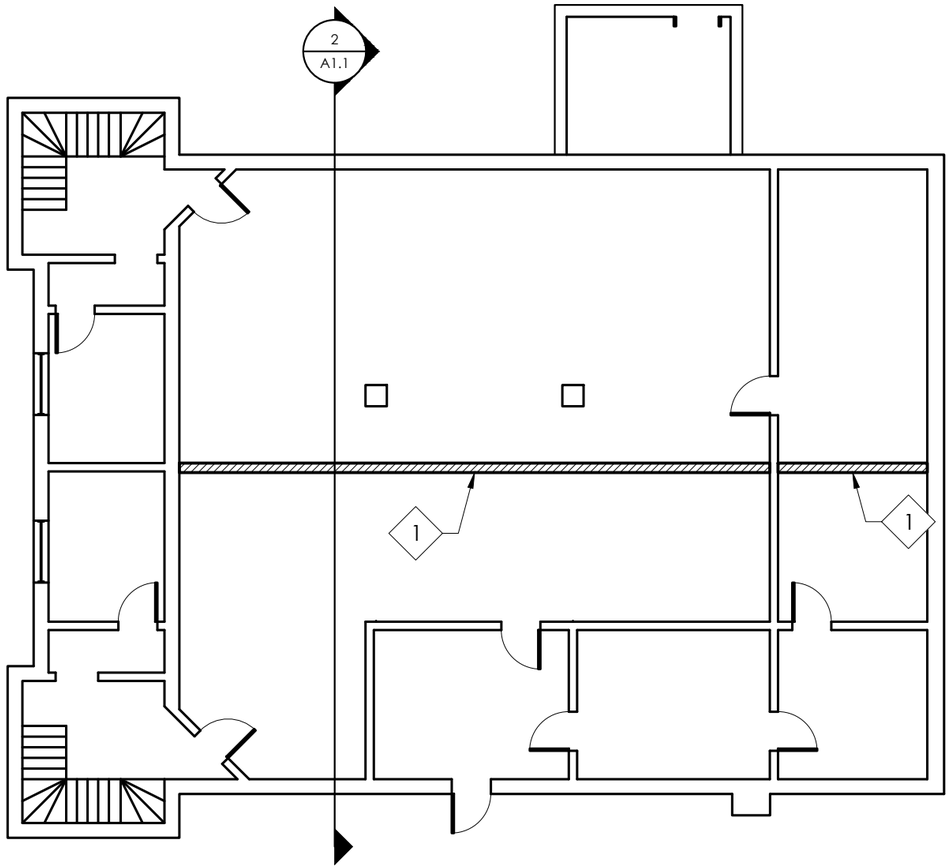
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12287
Eupora, MS
STATE OF MISSISSIPPI

PROJECT #: 2319.1
DATE: 05.06.2026
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REVISION:
SHEET:

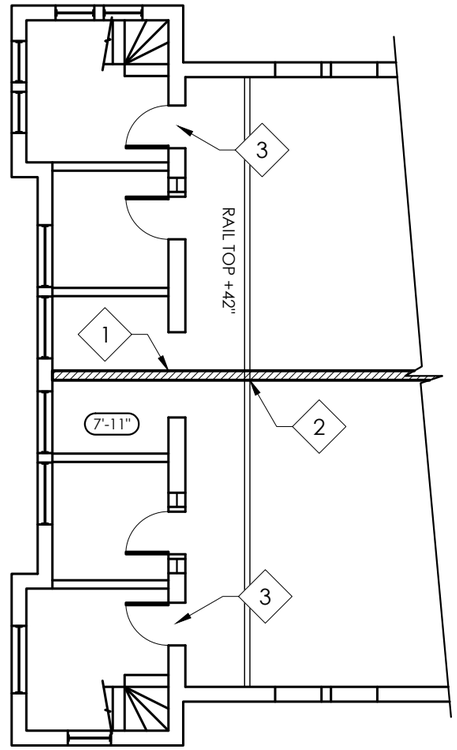
FLOORPLANS
A1.1



1 A1.2 BASEMENT FLOORPLAN
SCALE: 1/8" = 1'-0"

BASEMENT PLAN KEY NOTES: #

1. NEW STRUCTURAL SHORING WALL IN BASEMENT TO MATCH MAIN FLOOR SHORING WALL(S). CENTER DIRECTLY BELOW NEW SHORING WALL(S) ABOVE.



2 A1.2 BALCONY FLOORPLAN
SCALE: 1/8" = 1'-0"

BALCONY PLAN KEY NOTES: #

1. NEW SHORING WALL(S) IN BALCONY TO CENTER DIRECTLY ABOVE NEW SHORING WALL(S) BELOW.
2. LOCATE SHORING WALL STUDS TO AVOID EXISTING BALCONY RAILING.
3. **ALTERNATE #1:** REMOVE EXISTING LOOSE BRICK VENEER FROM BACK OF BOTH TOWERS. ACCESS AND TEMPORARILY REPAIR WALL STUDS BEHIND REMOVED BRICK VENEER AND COVER WITH EXT. OSB PLYWOOD AND SELF-ADHERED WEATHER BARRIER TO SHED WATER. REMOVE AND REPLACE DETERIORATED AND COLLAPSED ROOF DECKING ALONG THIS AREA. REPLACE THE FIRST RAFTER OFF OF THE TOWER, WHICH HAS SEVERELY DETERIORATED AND PARTIALLY COLLAPSED. USE MATCHING SIZED FRAMING FOR RAFTERS AND WALL FRAMING.

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SPRING HILL MISSIONARY BAPTIST CHURCH
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REGISTERED ARCHITECT
Belinda M. Stewart
2287
Eupora, MS
STATE OF MISSISSIPPI

PROJECT #: 2319.1
DATE: 05.06.2026
REVISION:
SHEET:
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FLOORPLANS
A1.2

SECTION 00 4110
QUOTE FORM

THE PROJECT AND THE PARTIES

TO:

City of Tupelo
PO Box 1485
Tupelo, MS 38802

FOR:

A. Project: Spring Hill Missionary Baptist Church Structural Stabilization

B. BSA Project Number: 2319.1
589 North Green Street
Tupelo, MS 38802

DATE: 7/22/2026

SUBMITTED BY:

Company's Name Esquire Construction Services, LLC

Address 304 County Road 295

City, State, Zip Shannon MS, 38868

OFFER:

QUOTE:

Having examined the Place of The Work and all matters referred to in the Instructions for Quotes and the Contract Documents prepared by Belinda Stewart Architects, PA for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price of:

Forthy-Five Thousand thirty-one dollars ($45,031.00), in lawful money of the United States of America.

We have included the required performance assurance bonds in the Quote Amount as required by the Instructions for Quotes.

The cost of the required performance assurance bonds is _ _____dollars ($_____), in lawful money of the United States of America.

All applicable federal taxes and State of Mississippi taxes are included in the offer.

ALTERNATES:

Alternate #1: Provide labor and materials to structually stabilize the two towers as defined in drawings.

(X) Adds ( ) Deducts

the sum of n/a

Dollars ($_____)

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from submission date.

If this offer is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed.

CONTRACT TIME

If this offer is accepted, we will complete the Work in accordance with the Project Manual and Drawings in 60 calendar days from Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the offer.

Addendum # _____ Dated _____.
Addendum # _____ Dated _____.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature:_____ **Date:** 7/23/2026

Name and Title (Print): Cody Hancock owner

Full Name of Company: Esquire Construction Services

Address: 304 County rd 295

City/State/Zip: Shannon, MS 38868

Phone: 662-231-6403 **Fax:**_____

E-Mail: Esquireconstructionservice@yahoo.com

Certificate of Responsibility Number(s): 24075-MC

ADDITIONAL SIGNATURES:

Additional Signatures as required by Section 00 2114 Instructions for Quotes:

Signature:_____ **Date:**_____

Name and Title (Print):_____

Signature:_____ **Date:**_____

Name and Title (Print):_____

END OF QUOTE FORM

SECTION 00 4110
QUOTE FORM

THE PROJECT AND THE PARTIES

TO:

City of Tupelo
PO Box 1485
Tupelo, MS 38802

FOR:

A. Project: Spring Hill Missionary Baptist Church Structural Stabilization

B. BSA Project Number: 2319.1
589 North Green Street
Tupelo, MS 38802

DATE: 6-17-26

SUBMITTED BY:

Company's Name Roberts Builders, Inc

Address 204 West First St

City, State, Zip Ripley MS 38663

OFFER:

QUOTE:

Having examined the Place of The Work and all matters referred to in the Instructions for Quotes and the Contract Documents prepared by Belinda Stewart Architects, PA for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price of:

Sixteen Thousand dollars ($ 16,000.00), in lawful money of the United States of America.

We have included the required performance assurance bonds in the Quote Amount as required by the Instructions for Quotes.

The cost of the required performance assurance bonds is One Thousand dollars ($ 1,000.00), in lawful money of the United States of America.

All applicable federal taxes and State of Mississippi taxes are included in the offer.

ALTERNATES:

Alternate #1: Provide labor and materials to structually stabilize the two towers as defined in drawings.

(X) Adds ( ) Deducts

the sum of Sixteen Thousand Dollars

Dollars ($ 16,000.00)

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from submission date.

If this offer is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within seven days after written Notice to Proceed.

CONTRACT TIME

If this offer is accepted, we will complete the Work in accordance with the Project Manual and Drawings in 60 calendar days from Notice to Proceed.

ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the offer.

Addendum # 0 Dated NA.
Addendum # 0 Dated NA.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature: Jarrett Roberts **Date:** 6/17/26
Name and Title (Print): Jarrett Roberts, Secretary Treasurer
Full Name of Company: Roberts Builders, Inc
Address: 204 West First St
City/State/Zip: Ripley MS 38663
Phone: 662-837-7835 **Fax:**
E-Mail: jarrett@robertsbuildersinc.com
Certificate of Responsibility Number(s): 04854-MC

ADDITIONAL SIGNATURES:

Additional Signatures as required by Section 00 2114 Instructions for Quotes:

Signature: **Date:**
Name and Title (Print):
Signature: **Date:**
Name and Title (Print):

END OF QUOTE FORM

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 09/01/26

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

REQUEST:

PLEASE REVIEW AND APPROVE THE FINAL LOT MOWING LIST.

RECORD #	VIOLATION ADDRESS	PARCEL #	OWNER NAME	Owner Street Name	OWNER CITY/STATE/ZIP			CODE INSP
LM-26-493	1529 REED STREET, TUPELO, MS 38801	077Q-36-115-00	HOLLYWOOD INVESTMENTS LLC	144 S THOMAS SUITE 209-3	TUPELO	MS	38801	RS
LM-26-490	1314 BUTLER PARK BOULEVARD, TUPELO, MS 38801	078B-28-011-58	BUTLER PARK LLC	201 WEST MAIN ST	TUPELO	MS	38804	JLB
LM-26-489	1309 HIGH LINE DRIVE, TUPELO, MS 38801	078B-28-011-66	1309 PILLOW JANIE PARKS	HIGH LINE DRIVE	TUPELO	MS	38801	JLB
LM-26-487	4369 FAIRMOUNT LANE, TUPELO, MS 38801	078B-28-011-80	BUTLER PARK LLC	201 WEST MAIN STREET	TUPELO	MS	38804	JLB
LM-26-478	1001 BLANCHARD AVENUE, TUPELO, MS	089F-30-020-00	DUFFY MICHAEL	106 ALCESTER ROAD	GOOSE CREEK	SC	29445	EG
LM-26-477	MCPHERSON RD, TUPELO	079V-32-018-03	PRITCHARD INVESTMENT GROUP LLC	1223 NELLE ST	TUPELO	MS	38801	JLB

AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE 09/01/2026

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE PROPERTY FOR DEMOLITION **TN**

Request:

Address	Parcel
1308 1/2 Wilson St.	112B-04-046-01

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 1308 ½ WILSON STREET

BASIC INFORMATION

- PARCEL: 112B-04-046-01
- CASE: 26-18
- WARD: 5
- TAX VALUE: $33,830
- VACANT: YES
- REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	$16,000
Left side	$28,000
Rear	N/A
Across street	$5,770

TAXES/LIENS

Taxes – Current City liens - No

VISUAL INDICATORS OF BLIGHT

- STRUCTURAL DAMAGE OR FAILURE - YES
- EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- BROKEN WINDOWS\DAMAGED DOORS – YES
- YARD OR GROUNDS POORLY MAINTAINED – YES
- ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- PRIOR VIOLATIONS: 1
- No one is maintaining the property. The house is in shambles.

COMPLAINT FOR ADMINISTRATIVE SEARCH WARRANT
INSPECTION FORM

If allowed entry into the premises, the complainant (Troy Peck), Chief Code Enforcement Officer for the City of Tupelo, shall inspect the items listed below.

a. All interior and exterior building structure for signs of compromise
b. Interior and exterior component serviceability
c. Areas of the interior and exterior property able to conceal accumulation of rubbish and/or garbage
d. Areas of the interior and exterior property able to conceal signs of pest infestation
e. Any accessory structures located on the property for signs of structural compromise
f. Any accessory structures located on the property for accumulation of rubbish and/or garbage
g. Any accessory structures located on the property for component serviceability
h. Any accessory structures located on the property for signs of pest infestation

IN THE MATTER OF

CASE NUMBER: CODE-26-18

1308 ½ Wilson St
Tupelo, MS 38804

COMPLAINT FOR ADMINISTRATIVE SEARCH WARRANT

NOW APPEARS (TROY PECK), Chief Code Enforcement Officer of the City of Tupelo, Complainant, before the undersigned Judge of the *City of Tupelo, Municipal Court*, and requests the issuance of an Administrative Search Warrant, to inspect the premises of 1308 ½ WILSON ST, to determine if said premises are maintained in compliance with the ordinances of the *City of Tupelo,* being the International Property Maintenance Code of 2024, as adopted and amended in *Section 7-81 of the City of Tupelo Code of Ordinances.* In support hereof, Complainant states as follows:

1. The 2024 International Property Maintenance Code as amended and adopted by reference in *Section 7-81 of the City of Tupelo Code of Ordinances* prescribes minimum maintenance standards for all structures and premises for basic equipment and facilities for light, ventilation, occupancy limits, heating, plumbing, electricity, and sanitation; for the safety from fire; for space, use, and location; and for safe and sanitary maintenance for all structures and premises now in existence.

2. Section 105.3 (Right of Entry) of the 2024 International Property Maintenance Code, as amended and adopted by reference in *Section 7-81 of the City of Tupelo Code of Ordinances,* provides that: "The code official is authorized to enter the structure or premises at reasonable times to inspect, subject to constitutional restrictions on unreasonable searches and seizures. If entry is refused or not obtained, the code official is authorized to pursue recourse as provided by law."

3. The Complainant (TROY PECK), if allowed entry into the premises, shall inspect the items listed on the attached inspection form, which is attached hereto and made a part hereof.

4. There is probable cause for the administrative search warrant based on the following facts:
   a. The City of Tupelo Code Enforcement Division received a complaint about the sanitation of the interior of the property located at 1308 ½ Wilson St.
   b. Upon title search, it appears the deeded owner of the property is deceased, and the property is vacant
   c. From an exterior inspection, there appears to be structural conditions that pose a risk to the health, safety, and welfare of the public

5. Complainant reasonably believes that the property at (1308 ½ WILSON ST) is in violation of the following sections of the 2024 International Property Maintenance Code as amended and adopted by reference in (*Section 7-81 of the City of Tupelo Code of Ordinances*)
   a. *IPMC 304.1 – potentially unsafe exterior conditions*
   b. *IPMC 305.1.1 – potentially unsafe indoor conditions*
   c. *IPMC 109.1 – Unsafe Structure*
   d. *IPMC 309.1 – Infestation*
   e. *IPMC 308.1 – Accumulation of Rubbish or Garbage*
   f. *IPMC 306.1 – Component Serviceability*

WHEREFORE, Complainant prays that this Court Issue an Administrative Search Warrant to inspect the structure and property at 1308 ½ Wilson St. Tupelo, MS

Complainant

Subscribed and sworn to before me
On this 26 day of August 2024.

Judge

CITY OF TUPELO

DEMOLITION INSPECTION REPORT

DATE: 8/26/2026

OWNER: Charles Michael Davis

PARCEL #: 112B-04-046-01

ADDRESS: 1308 1/2 Wilson Street

OCCUPIED: ☐ **VACANT:** ☒

TYPE OF BUILDING:
RESIDENTIAL: ☒
COMMERCIAL: ☐
UNKNOWN: ☐

OVERALL CONDITION OF BUILDING: Signs of Vacancy, Extensive deterioration

BUILDING STRUCTURE

- ☒ Defective sills, piers, porches, steps
- ☒ Sagging or unsound walls, floors, roof or ceiling
- ☐ Signs of vagrants/criminal activity present
- ☒ Dilapidated accessory building
- ☒ Defective windows or doors
- ☒ Defective ceilings or rafters
- ☒ Defective sheathing
- ☒ Defective interior wall sheathing

PLUMBING / GAS

- ☐ Broken sewer or drain lines
- ☐ Water leaks in pipes/fixtures
- ☒ Missing or defective fixtures

ELECTRICAL

- ☐ Defective exterior panel box and/or mast head
- ☐ Unsafe switch boxes/outlets
- ☒ Unsafe and/or exposed wiring
- ☐ Smoke detectors per NFPA 72

SANITATION AND HEALTH CONDITION (INTERIOR / EXTERIOR)

- ☒ Unsanitary interior
- ☐ Natural gas odor detected (air quality)
- ☐ Sewer odor detected (air quality)
- ☒ Junk/debris around perimeter of house
- ☒ Infestation of insects/rodents
- ☒ Overgrown lot
- ☐ Abandoned "junk" vehicle(s)

COMMENTS: THE ONLY HISTORY IN OUR SYSTEMS ON THIS PROPERTY IS THE CURRENT VIOLATION LETTERS THAT HAVE BEEN SENT OUT. THE HOUSE IS IN A STATE OF EXTENSIVE EXTERIOR DETERORIATION, BROKEN DOORS, BROKEN WINDOWS, AND THE ROOF IS FALLING IN. THERE IS HEAVY OVERGROWTH ON PROPERTY, LITTER, JUNK ACCUMULATION, AND SIGNS OF LONG-TERM VACANCY._

UTILITY SERVICE:	CONNECTED	DISCONNECTED	N/A
ELECTRIC	☐	☐	☒
GAS	☐	☐	☒
WATER	☐	☐	☒

INSPECTORS RECOMMENDATION:

☐ **REPAIR** ☒ **DEMOLITION**

CBO

BUILDING INSPECTOR (SIGNATURE)

City of Tupelo, MS

Inspection Report

Inspection: Blight Inspection

Inspector: Jake Logan

Inspection Date: Aug 26, 2026

Record: Demolition #DEMO-26-10

Location: 1308 1/2 WILSON STREET, TUPELO, MS 38804

Applicant:

Demolition Inspection

Overall Result: Fail

Checklist:

Building Structure

Defective interior wall sheathing

Result: Fail






Building Structure

Signs of vagrants/criminal activity present

Result: Not Observed

Building Structure

Defective ceilings or rafters

Result: Fail



Building Structure

Defective sheathing

Result: Fail



Building Structure

Dilapidated accessory building

Result: Fail



Building Structure

Defective sills, piers, porches, steps

Result: Fail



Building Structure

Defective windows or doors

Result: Fail



Building Structure

Sagging or unsound walls, floors, roof or ceiling

Result: Fail



Electrical

Unsafe and/or exposed wiring

Result: Fail



Electrical

Defective exterior panel box and/or mast head

Result: Not Observed

Electrical

Smoke detectors per NFPA 72

Result: Not Observed

Electrical

Unsafe switch boxes/outlets

Result: Fail

Plumbing/Gas

Broken sewer or drain lines

Result: Not Observed

Plumbing/Gas

Water leaks in pipes/fixtures

Result: Not Observed

Sanitation and Health Condition

Infestation of insects/rodents

Result: Fail

Sanitation and Health Condition

Natural gas odor detected (air quality)

Result: Not Observed

Sanitation and Health Condition

Unsanitary interior

Result: Fail



Sanitation and Health Condition

Sewer odor detected (air quality)

Result: Not Observed

Sanitation and Health Condition

Abandoned "junk" vehicle(s)

Result: Not Observed

Sanitation and Health Condition

Junk/debris around perimeter of house

Result: Fail



Sanitation and Health Condition

Overgrown lot

Result: Fail

Utility Service

Electric

Result: Fail

Utility Service

Gas

Result: Fail

Utility Service

Water

Result: Fail

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES
CODE COMPLIANCE DIVISION

NOTICE TO COMPLY

Violation Address:
0 NO STREET
TUPELO, 00000

Date: January 6, 2026
Case Number: CODE-26-18
Parcel Number: 112B-04-046-01

Owner Name: DAVIS CHARLES MICHAEL
Owner Address: 1308 1/2 WILSON ST, TUPELO, MS 38804

Dear Property Owner or Tenant,
It is the mission of the Code Compliance Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

Your property has been recognized as having the following violations:

The re-inspect date is: February 9, 2026
PLEASE CORRECT VIOLATIONS BY THIS DATE

IPMC 110.1	DEMOLITION	The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....

DETAILS AND REMEDIES:

APPENDIX J

This dilapidated house is a safety HAZARD. It needs to be torn down.





§17.1.2 of the Development Code states: (1) Liability for violations. Any person who erects, constructs, reconstructs, alters, repairs, converts or maintains any building or structure in violation of this Ordinance, and any person who uses any building, structure or land in violation of this Ordinance shall be guilty of a misdemeanor and shall be fined not more than One Thousand Dollars, ($1,000), or shall be imprisoned in jail for not more than thirty

(30) days, or shall be punished by both fine and imprisonment for each offense. (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.

Emma Gentry
Code Compliance Officer
662-610-5769

Jake Logan
Code Compliance Officer
662-322-9295

The Development Code and Municipal Code of Ordinances can be found at www.tupeloms.gov.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given

(2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars ($1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

(3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

THIS NOTICE OF VIOLATIONS HAS ALSO BEEN MAILED TO THE FOLLOWING:

AARON	GETZ	1308 WILSON ST TUPELO	MS	38804

APPENDIX J

CITY OF TUPELO

DEPARTMENT OF DEVELOPMENT SERVICES
CODE COMPLIANCE DIVISION

PRE-ENFFORCEMENT NOTICE

Violation Address:
0 NO STREET
TUPELO, 00000

Date: May 1, 2026
Case Number: CODE-26-18
Parcel Number: 112B-04-046-01

Owner Name: DAVIS CHARLES MICHAEL
Owner Address: 1308 1/2 WILSON ST, TUPELO, MS 38804

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It is the mission of the Code Compliance Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

Your property has been recognized as having the following violations:

The re-inspect date is: March 11, 2026

IF VIOLATIONS ARE NOT CORRECTED BY THIS DATE, CITATION(S) MAY BE ISSUED

IPMC 110.1	DEMOLITION	The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....

DETAILS AND REMEDY:

APPENDIX J

560

This dilapidated house is a safety HAZARD. It needs to be torn down.





§17.1.2 of the Development Code states: (1) Liability for violations. Any person who erects, constructs, reconstructs, alters, repairs, converts or maintains any building or structure in violation of this Ordinance, and any person who uses any building, structure or land in violation of this Ordinance shall be guilty of a misdemeanor and

APPENDIX J

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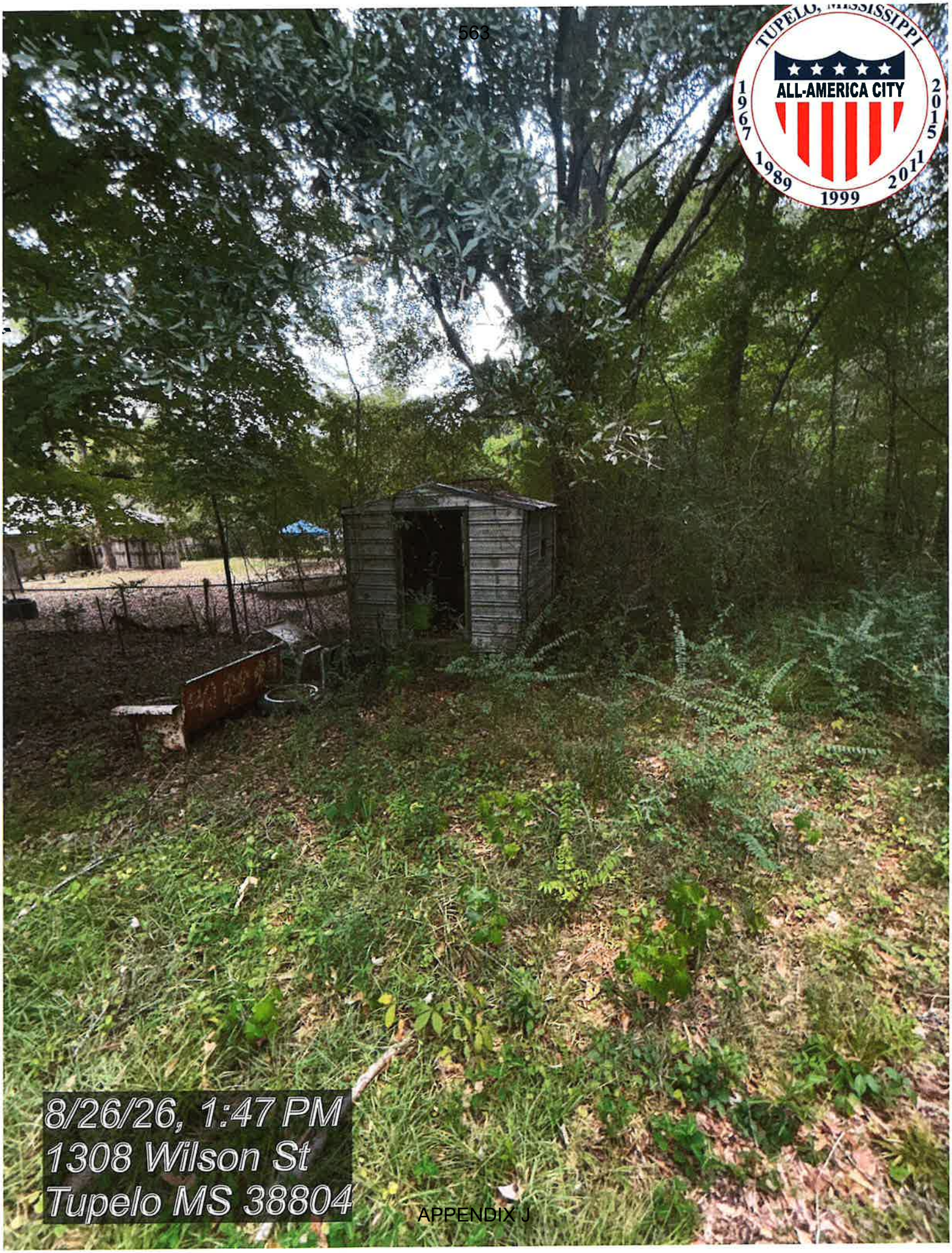
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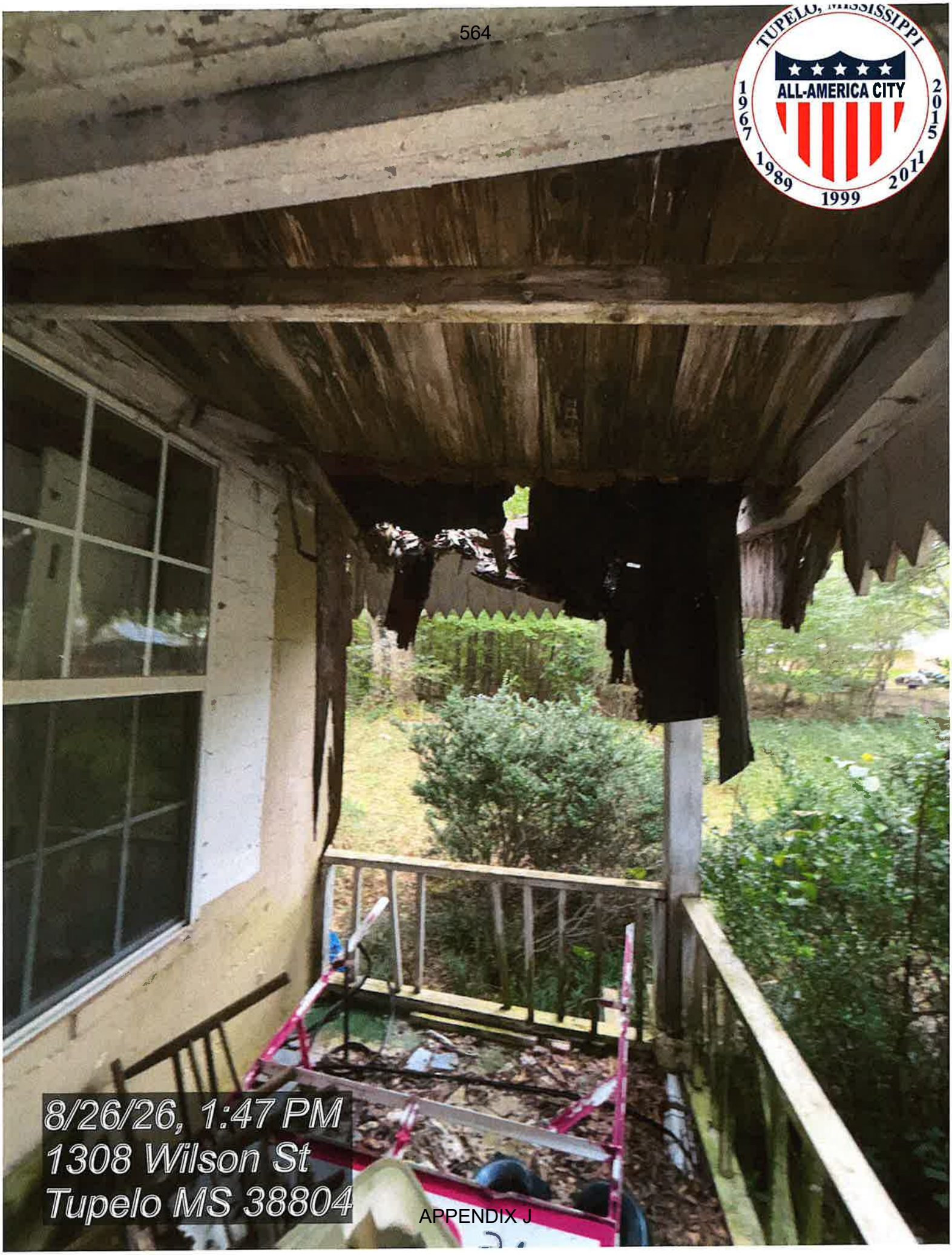
THIS NOTICE OF VIOLATIONS HAS ALSO BEEN MAILED TO THE FOLLOWING:

AARON	GETZ	1308 WILSON ST TUPELO	MS	38804

APPENDIX J

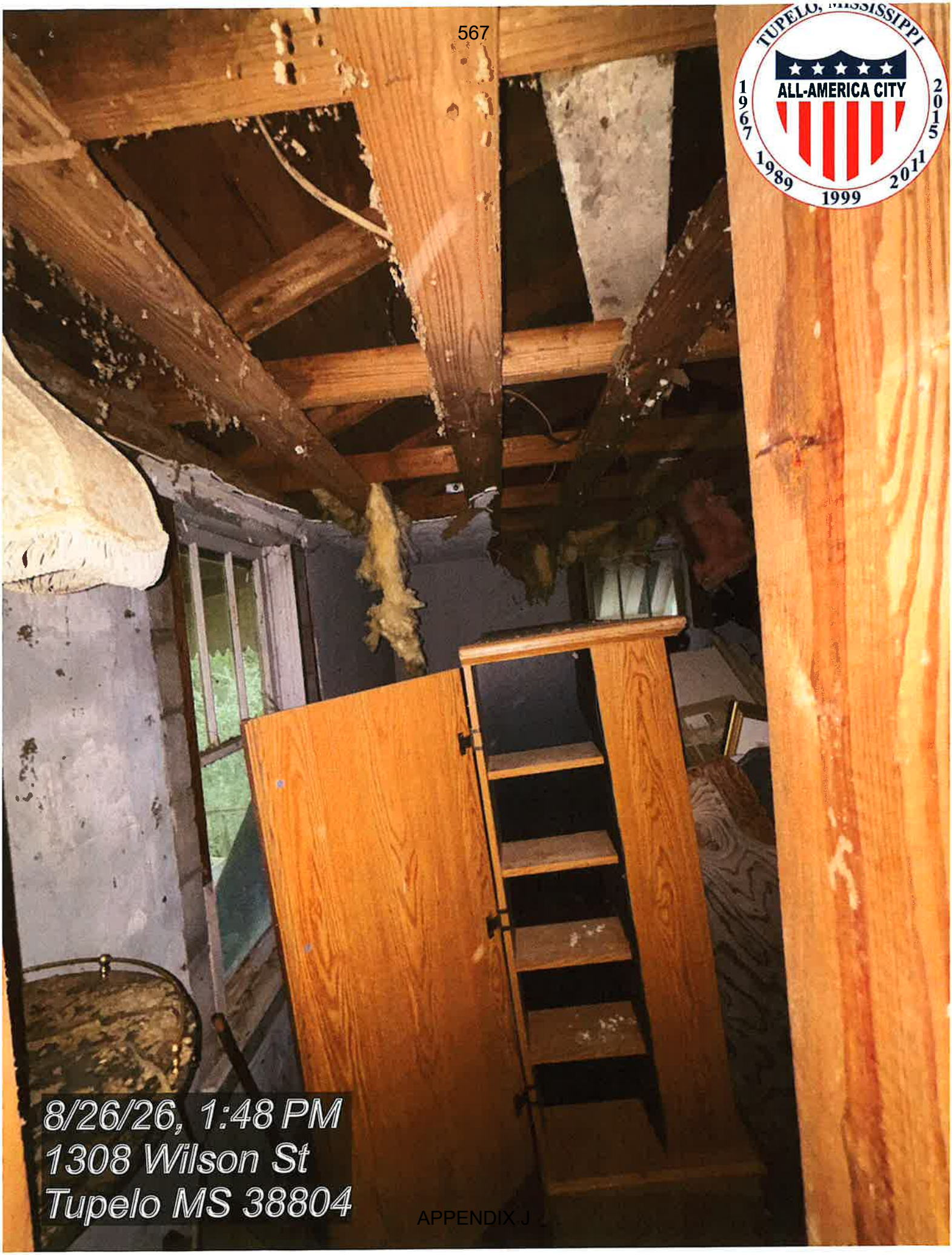

TUPELO, MISSISSIPPI
ALL-AMERICA CITY
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8/26/26, 1:47 PM
1308 Wilson St
Tupelo MS 38804


8/26/26, 1:47 PM
1308 Wilson St
Tupelo MS 38804

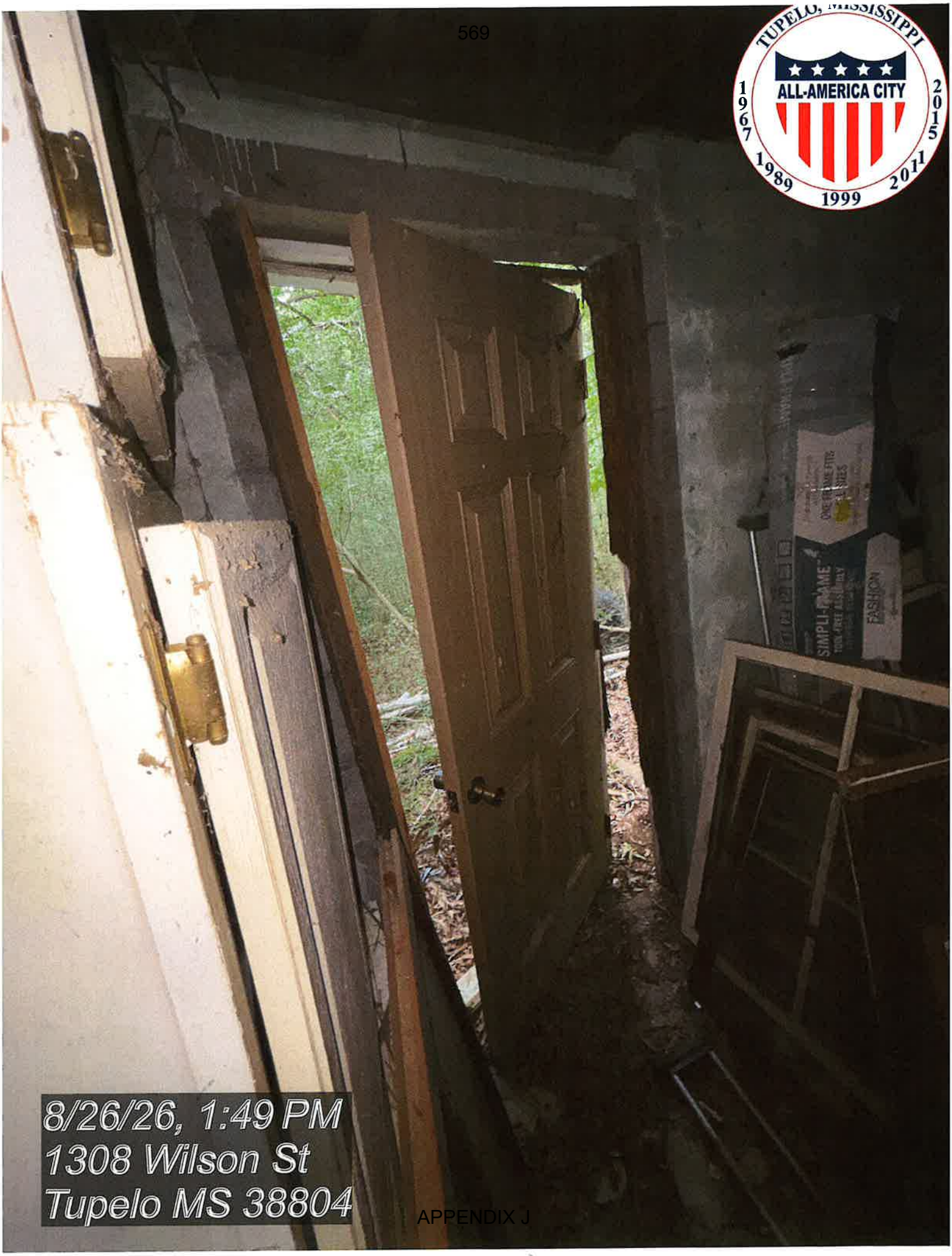

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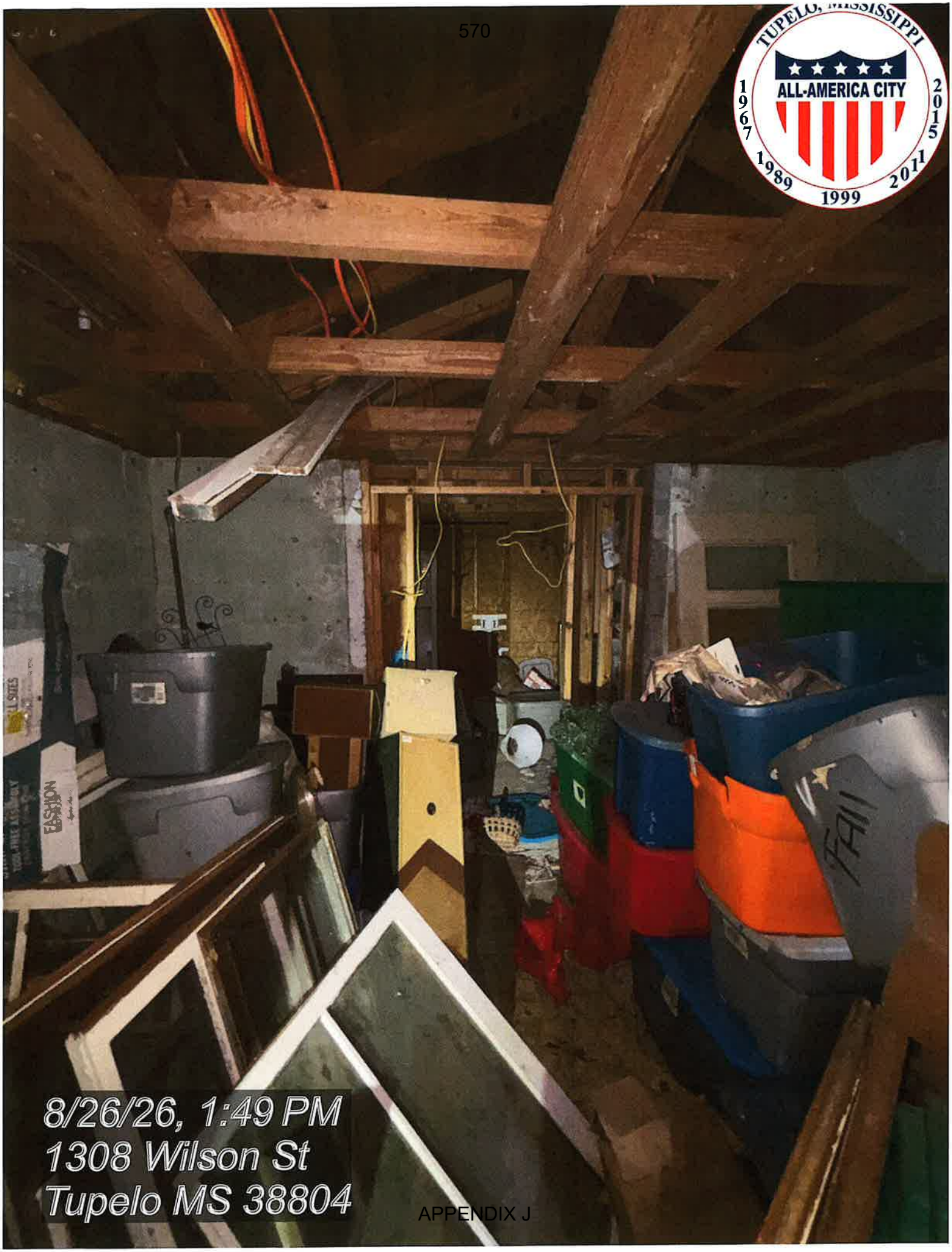

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Tupelo MS 38804


TUPELO, MISSISSIPPI
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1308 Wilson St
Tupelo MS 38804

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE August 25, 2026

SUBJECT: IN THE MATTER OF FINAL SUMMARY CHANGE ORDER APPROVAL BID NO. 2025-030PW FRONT STREET IMPROVEMENTS – MAIN ST TO JEFFERSON ST - **KWK**

Request:

We are requesting the approval of the Final Summary Change Order for Bid No. 2025-030PW Front Street Improvements – Main St to Jefferson St.

Various contract quantities were adjusted during construction resulting in a DECREASE in contract price.

Original Contract Price	$ 317,076.53
Current Contract Price adjusted by Previous Change Order	$ 356,734.08
Contract Price due to this Change Order **decreased** by	$ 4,832.05
New Contract Price including this Change Order	$ 351,902.03

FRONT STREET IMPROVEMENTS
MAIN STREET TO JEFFERSON STREET
CITY OF TUPELO, MISSISSIPPI

CHANGE ORDER

Order No.: Final Summary

Date: January 28, 2026

Agreement Date: October 8, 2025

Project: **FRONT STREET IMPROVEMENTS – MAIN STREET TO JEFFERSON STREET**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Total Deduction (-) $4,832.05

Justification:

See attached summary change order spreadsheet for explanation of changes. Summary change order includes various incidental changes in contract quantities adjusted during construction.

ORIGINAL CONTRACT PRICE	$317,076.53
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	$356,734.08
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by	$4,832.05
The new CONTRACT PRICE including this CHANGE ORDER will be:	$351,902.03

Approvals required:

Requested by (CONTRACTOR): _____

Recommended by (ENGINEER): _____

Accepted by (OWNER): _____

Final Summary Change Order
Front Street Improvements
Main Street to Jefferson Street
City of Tupelo

ENGINEERING SOLUTIONS INC

Item No.	Item	Contract Quanty	Unit	Unit Price	Contract Amount	Final Quantity	Add (Deduct)	Final Contract Amount
1	Mobilization	1	LS	$29,384.73	$ 29,384.73	1	$0.00	$29,384.73
2	Clearing and Grubbing	1	LS	$1.00	$ 1.00	1	$0.00	$1.00
3	Removal of Sidewalk	354	SY	$21.19	$ 7,501.26	354	$0.00	$7,501.26
4	Removal of Concrete	10	SY	$30.00	$ 300.00	10	$0.00	$300.00
5	Removal of Inlets	2	EA	$1,000.00	$ 2,000.00	2	$0.00	$2,000.00
6	Removal of Asphalt Pavement	124	SY	$40.00	$ 4,960.00	124	$0.00	$4,960.00
7	Removal of Curb & Gutter	301	LF	$10.55	$ 3,175.55	301	$0.00	$3,175.55
8	Removal of Pipes (All Types)	15	LF	$17.50	$ 262.50	15	$0.00	$262.50
9	Erosion Control Measures	1	LS	$1.00	$ 1.00	1	$0.00	$1.00
10	Earthwork	1	LS	$15,000.00	$ 15,000.00	1	$0.00	$15,000.00
11	Flowable Fill	10	CY	$225.00	$ 2,250.00	12	$450.00	$2,700.00
12	Granular Material, Crushed Stone	43	CY	$150.00	$ 6,450.00	43	$0.00	$6,450.00
13	Hot Mix Asphalt, MT, 9.5-mm Mixture	475	TON	$162.15	$ 77,021.25	418.7	-$9,129.05	$67,892.21
14	Cold Milling of Bituminous Pavement, All Depths	3,462	SY	$6.00	$ 20,772.00	3462	$0.00	$20,772.00
15	Concrete Sidewalk	360	SY	$104.00	$ 37,440.00	360	$0.00	$37,440.00
16	Concrete Driveway, With Reinforcement	63	SY	$177.00	$ 11,151.00	63	$0.00	$11,151.00
17	Combination Curb & Gutter, All Types	399	LF	$36.00	$ 14,364.00	399	$0.00	$14,364.00
18	18" HP Pipe	80	LF	$84.80	$ 6,784.00	80	$0.00	$6,784.00
19	22" x 13" Reinforced Concrete Arch Pipe	58	LF	$108.78	$ 6,309.24	58	$0.00	$6,309.24
20	Branch Connection	1	EA	$4,800.00	$ 4,800.00	1	$0.00	$4,800.00
21	Grate Inlet	2	EA	$3,877.00	$ 7,754.00	2	$0.00	$7,754.00
22	Detectable Warning Panels	82	SF	$45.00	$ 3,690.00	82	$0.00	$3,690.00
23	Maintenance of Traffic	1	LS	$9,300.00	$ 9,300.00	1	$0.00	$9,300.00
24	Temporary Edge Stripe, Edge White	0	LF	$2.00	$ -	0	$0.00	$0.00
25	Temporary Traffic Stripe, Continuous Yellow	946	LF	$2.00	$ 1,892.00	946	$0.00	$1,892.00
26	Temporary Traffic Stripe, Detail White	653	LF	$2.00	$ 1,306.00	653	$0.00	$1,306.00
27	Temporary Traffic Stripe, Skip White	426	LF	$2.00	$ 852.00	426	$0.00	$852.00
28	Temporary Traffic Stripe, Skip Yellow	0	LF	$2.00	$ -	0	$0.00	$0.00
29	Temporary Legend, White	643	SF	$3.00	$ 1,929.00	643	$0.00	$1,929.00
30	Temporary Stopbar-Legend, White	276	SF	$2.00	$ 552.00	226.5	-$99.00	$453.00
31	6" Thermoplastic Edge Stripe, Edge White	780	LF	$5.00	$ 3,900.00	1183	$2,015.00	$5,915.00
32	6" Thermoplastic Traffic Stripe, Continuous Yellow	946	LF	$5.00	$ 4,730.00	967	$105.00	$4,835.00
33	6" Thermoplastic Detail Stripe, Detail White	653	LF	$5.00	$ 3,265.00	653	$0.00	$3,265.00
34	6" Thermoplastic Traffic Stripe, Skip White	426	LF	$5.00	$ 2,130.00	426	$0.00	$2,130.00
35	6" Thermoplastic Traffic Stripe, Skip Yellow	286	LF	$5.00	$ 1,430.00	332	$230.00	$1,660.00
36	Thermoplastic Legend, White	643	SF	$12.00	$ 7,716.00	776	$1,596.00	$9,312.00
37	Thermoplastic Stopbar-Legend, White	276	LF	$8.00	$ 2,208.00	276	$0.00	$2,208.00
38	Two-Way Reflective Raised Pavement Markers	62	EA	$20.00	$ 1,240.00	62	$0.00	$1,240.00
39	Reflective Red-Clear Raised Pavement Markers	23	EA	$20.00	$ 460.00	23	$0.00	$460.00
40	Adjustment of Utility Appurtenances	4	EA	$500.00	$ 2,000.00	4	$0.00	$2,000.00
41	Front Street Water Line Relocation	1	EA	$34,413.55	$ 34,413.55	1	$0.00	$34,413.55
42	Main Street Water Line Relocation	1	EA	$16,039.00	$ 16,039.00	1	$0.00	$16,039.00
					$356,734.08		**-$4,832.05**	**$351,902.04**

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE September 23, 2025

SUBJECT: IN THE MATTER OF BID AWARD APPROVAL FRONT ST IMPROVEMENTS – MAIN ST TO JEFFERSON ST BID NO. 2025-030PW - **KWK**

Request:

We are requesting the Bid Award Approval for the Front St Improvements – Main St to Jefferson St Bid No. 2025-030PW.

2 Bidders Responded.

We are recommending the bid be awarded to the lowest bidder –

James A. Hodges Construction, Inc. $317,076.53

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Huntington Bank Arena

DATE August 19, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF HUNTINGTON BANK ARENA MINUTES OF JULY 20, 2026 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF JULY 20, 2026 **KK**

Huntington Bank
ARENA AND
CONFERENCE CENTER

Tupelo Coliseum Commission
Regular Meeting Minutes
July 20, 2026

Be it is known that the Tupelo Coliseum Commission did meet in regular session Monday, July 20, 2026, at 3:00 p.m. in the Commerce Room with the following present:

Chair- Darrell Marecle
Commission Secretary- Cooper Miller
Commissioner- Keith Henley
Commissioner-Jessica Hollinger
Commissioner- Jon Paul Rhea- via phone

Representatives of the City of Tupelo Present:
Kevan Kirkpatrick –Executive Director -Huntington Bank Arena and Conference Center
Leslie Bailey-Office Manager-Huntington Bank Arena
Kim Hanna- CFO

Chair Darrell Marecle called the meeting to order at 3:00 p.m.

Approval of the minutes from May 2026 were discussed. Commissioner Keith Henley made a motion to approve the minutes as written, seconded by Commissioner Jessica Hollinger. All commission members voted aye; the motion passed.

No official minutes for June 2026 due to not having a quorum.

Financial Report
Kim Hanna discussed the financial report.

Director's Report
Kevan gave us an update on our past events. We had Tupelo High School Graduation on 05/22, Lee County Schools Graduation 05/23, and 19 meeting events held in May.
We had Journey on 06/27 with 7,992 tickets sold and 21 meeting events in June.

Kevan also gave us an update on upcoming events. We have Creed on 07/25, Dance Like the Stars on 08/08 and 26 meeting events.

Old Business:
None was discussed

Huntington Bank
ARENA AND
CONFERENCE CENTER

New Business

Kevan gave us an update on the Audio-Visual Services contract. Pro Shows, LLC has been awarded the contract pending discussing the final prices. Kevan asked the commission to approve the contract as written, but we will not sign it until the price list is agreed upon by both parties. Commissioner Secretary Cooper Miller made a motion to approve, seconded by Commissioner Jessica Hollinger. All commission members voted aye; the motion passed.

2026-2027 Budget was reviewed and discussed. Commissioner Keith Henley made a motion to approve the budget as written, seconded by Commissioner Secretary Cooper Miller. All commission members voted aye; the motion passed.

Huntington Bank proposed club changes to be discussed. Huntington Bank proposed several changes, but the commission only approved 2 of the changes. We will add 2 different signs to the club. One sign on the south wall and one sign on the Northeast wall with an on/off switch. Commissioner Secretary Cooper Miller made a motion to approve, seconded by Commissioner Jessica Hollinger. All commission members voted aye; the motion passed.

Check Approval:

Check approval from May2026 was discussed. Commissioner Keith Henley made a motion to approve, seconded by Commissioner Secretary Cooper Miller. All commission members voted aye; the motion passed.

Adjournment:

Chair Darrell Marecle adjourned the meeting at approximately 3:34 p.m.

Cooper Miller
Secretary

Darrell Marecle
Chair

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: August 26, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER # 3 FOR TULIPS SEWER IMPROVEMENTS (BID NO 2025-019WL) SRF/ARC **JT**

Request:

Approval of the attached change order:

Tulips Sewer Improvements (SRF/ARC) – Change Order # 3 – This change order adds 66 days to the contract time due to delays in delivery of the control panels. Therefore, the revised completion date is November 2, 2026.

CHANGE ORDER

CCE NO. 3-09394 **CHANGE ORDER NO.:** 3

OWNER: City of Tupelo **PROJECT:** Contract D - TuLIPS

SRF #: C280 855-08 **CONTRACTOR:** Paul Smithey

Description:

This change order will add contract time to the project due to delays in delivery of equipment. The generator and control panels have had significant delays. The generator is currently expected to be delivered by September. The Raybern control panel is now expected to be the final deliverery for the project, which has an updated expected delivery date of September 4, 2026. A completion date of November 2, 2026 gives time for the contractor to complete the installation.

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Estimated Cost - Per Contract Dated: July 29, 2025

Original Contract Amount $ 2,780,476.79

Previously Approved C.O.'s Add (Deduct): $ -

PREVIOUSLY REVISED CONTRACT TOTAL: $ 2,780,476.79

Estimated Amount - This C.O. Add (Deduct): $ -

REVISED CONTRACT TOTAL: $ 2,780,476.79

NOTICE TO PROCEED DATE: 8/18/2025

ORIGINAL CONTRACT TIME (Calendar Days): 240

ORIGINAL COMPLETION DATE: 4/15/2026

DAYS ADDED (DEDUCTED) PREVIOUS C.O.: 135

DAYS ADDED (DEDUCTED) THIS C.O.: 66

REVISED CONTRACT DAYS: 441

REVISED COMPLETION DATE THIS C.O.: 11/02/26

DATE: 8/25 , 2026

Caleb Faucher

For Engineer (Cook Coggin Engineers, Inc.)

APPROVED: , 2026

Todd Jordan

For Owner (City of Tupelo)

ACCEPTED: 8/25 , 2026

For Contractor (Paul Smithey)

Caleb Fancher

From: Robby Sandlin <rsandlin80@gmail.com>
Sent: Thursday, August 20, 2026 10:33 AM
To: Caleb Fancher
Subject: Fw: Tulips

Get Outlook for iOS

From: Steve Hupperich <steveh@controlsysinc.com>
Sent: Thursday, 20 August 2026 07:59:03
To: Robby Sandlin <rsandlin80@gmail.com>; Randy Dent <randyd@controlsysinc.com>; Greg Seale <gregs@controlsysinc.com>; Jimmy Moore <jimmym@controlsysinc.com>; Gray Williams <graywilliams@controlsysinc.com>
Subject: Re: Tulips

Robby,

It looks like the Old Lagoon control panel will be ready by August 29th, and the Raybern panel by about September 4th.

CSI #60540

Thank you,

Steve Hupperich

Control Systems, Inc.

909 Quinn Street

Jackson, MS 39202

Office Phone 601.355.8594

Direct Phone 601.974.2749

Cell 769.990.5245

Semper Fi

On Thu, Aug 20, 2026 at 6:27 AM Robby Sandlin <rsandlin80@gmail.com> wrote:
Can I get an update on panels ? We are doing a tine extension and need an estimate to submit
Thank you sir

Get Outlook for iOS

AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City attorney

DATE August 27, 2026

SUBJECT: IN THE MATTER OF ORDER AUTHORIZING MAYOR TO EXECUTE BILL OF SALE AND ASSIGNMENT PURSUANT TO SEPTEMBER 2006 MISSISSIPPI ECONOMIC GROWTH ALLIANCE AND POINT OF PRESENCE, INC. (MEGAPOP) CONTRACT TERMS

Request:

In 2025, several north and central Mississippi municipalities owned unlit "dark" fiber lines, and along with the City of Tupelo (LESSOR) leased its portion of this facility to Mississippi Economic Growth Alliance and Point of Presence, Inc. (MEGAPOP) (LESSEE). On September 6, 2006, Tupelo signed a "Facilities Lease" contract with MEGAPOP. The contract provided for a twenty-year term ending between now and mid-October 2026. The contract also allowed MEGAPOP to purchase the facilities for one dollar ($1.00), and the city agreed to execute a bill of sale and assignment. MEGAPOP has requested to purchase the facilities for one dollar ($1.00), and pursuant to the terms of the contract, the city needs to sign the bill of sale and assignment.

MEGAPOP has fulfilled its obligations. MEGAPOP'S achieved its mission to enhance economic development and improve the quality of life for the residents of North Mississippi through the delivery of enhanced broadband services. During the past twenty years MEGAPOP has contributed to the following broadband internet improvements.

In 2019, the Mississippi Legislature passed the Mississippi Broadband Enabling Act, allowing rural electrical cooperatives to provide broadband services, including Fiber To The Home (FTTH) through subsidiaries, vastly increasing access to underserved rural areas to high-speed services. Leveraging the FCC's Rural Digital Opportunity Fund ("RDOF") more than $500,000,000 has been invested by fifteen electrical coops in North Mississippi, building over 16,000 miles of fiber passing more than 200,000 rural homes and businesses.

C Spire is now a regional provider and has increased access to fiber infrastructure with much higher capacity. Over 16,000 miles of fiber have been built since MEGAPOP and C-Spire lit the initial 800 mile ring in Northeast Mississippi in 2005. With the support of CREATE, ARC, TVA and many local governmental officials the initial ring had POPs located in Memphis, Holly Springs, Oxford, Tupelo, West Point, Columbus, Starkville, and Philadelphia. In 2009 additional POP's were added in Booneville, Corinth, Ripley, New Albany, and Pontotoc. Additional POP's are in the works.

North Mississippi now has access from nine (and growing) 10 Gigabit diverse internet connections from Atlanta, Dallas, and Chicago.

Increased competition has shown a significant reduction in wholesale costs allowing for reduced retail prices.

Increased access to diverse ultra-high speed fiber optic broadband services has helped spur economic development allowing for the creation of four 1000-acre industrial mega sites approved by TVA which now house Toyota at Blue Springs, Steel Dynamics and Paccar at Columbus and Yokohama at West Point. Many other industrial parks in North Mississippi now have a choice of fiber providers.

Cell coverage in North Mississippi has increased with much higher capacity and delivery speeds.

Policy makers now consider broadband infrastructure as basic infrastructure on a par with highways and electrical, water and sewer supply.

Public awareness of the long-term benefits has significantly grown. Broadband continues to enhance education, healthcare, government and workforce development interests.

BML

FACILITIES LEASE

This Facilities Lease Agreement (the "Lease") is made as of the 5th day of September, 2006 ("Effective Date"), by and between the City of Tupelo, Mississippi ("Lessor"), and the Mississippi Economic Growth Alliance & Point of Presence, Inc., a Mississippi nonprofit corporation ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Memorandum of Understanding dated February 11, 2005 ("MOU"), by and between Telepak Networks, Inc., a Mississippi corporation ("Telepak"), Lessor, Lessee, the City of Oxford, Lowndes County, Mississippi, and Oktibbeha County, Mississippi, which provides for the construction of a fiber optic network (the "Network") linking Tupelo, Oxford, Batesville, Starkville, Columbus, Philadelphia, and Meridian to Telepak's existing network located in Memphis, Tennessee and Collins, Mississippi, and the subsequent subleasing of portions of the Network to Telepak by Lessee.

WHEREAS, simultaneously herewith, Lessee is entering into leases with the City of Oxford, Lowndes County, Mississippi, and Oktibbeha County, Mississippi, for certain Network facilities located in Oxford, Columbus and Starkville, Mississippi, and has been responsible for overseeing the construction of those facilities to connect to the Network, utilizing grant funds obtained by the local governments with the help of Lessor.

WHEREAS, pursuant to the terms of the MOU Lessor agreed to enter into this Lease with Lessee whereby those facilities owned by Lessor and constructed to provide a connection with the Network would be leased to Lessee for a period of twenty (20) years with an option for Lessee to purchase the Facilities (as defined herein) at any time after the first ten (10) years of the term of the Lease.

WHEREAS, Lessor has determined that there is a need to promote the understanding, creation and use of broadband access to the Internet and related communications facilities for the purposes of encouraging economic development and job creation, increasing employment and tax revenues, promoting better access to education and technology, facilitating the delivery of healthcare benefits and services, and increasing the standard of living for the residents of the Lessor and of the MEGAPOP Region (as defined in the MOU).

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. GRANT AND TERM OF LEASE

1.1 Lessor hereby leases to Lessee the Facilities as defined and described in Attachment A attached hereto for a term of twenty (20) years beginning at 12:01 a.m. on the thirtieth (30th) day after the date that construction of the Facilities is completed and accepted by Lessor (the "Term").

1.2 After the first ten (10) years of the Term, Lessee shall have the right to purchase the Facilities at any time for a purchase price equal to all of the remaining Lease Fees (as hereinafter defined) payable during the Term. In order for Lessee to exercise its right to purchase the Facilities, Lessee must give Lessor written notice of its intent to purchase the Facilities at least forty-five (45) calendar days prior to the purchase date, and pay the purchase price to Lessor by the purchase date. On the purchase date Lessor will execute a bill of sale and assignment conveying the Facilities to Lessee in the form of Attachment B attached hereto.

1.3 If the Lessee does not purchase the Facilities prior to the end of the Term in accordance with Section 1.2, Lessee may, at the end of the Term, purchase the Facilities upon the payment of One Dollar ($1.00) to the Lessor. Lessor will execute a bill of sale and assignment conveying the Facilities to Lessee in the form of Attachment B attached hereto.

2. CHARGES, ADMINISTRATION AND TERMS OF PAYMENT

2.1 In consideration for the Lease and rights granted herein, Lessee shall pay Lessor a monthly fee of One Dollar ($1.00) during the Term (the "Lease Fee"). The first Lease Fee shall be due on the Effective Date.

2.2 The Lease Fee shall include any and all fees that Lessor might charge for building access, collocation, and for Lessee's network equipment, as needed to gain access to and use the Facilities owned by Lessor.

2.3 It is understood and agreed that Lessee may enter into a sublease with Telepak and that Lessee shall be entitled to a reasonable monthly fee to be charged in connection with said sublease for the administration of this and the related lease agreements relating to the Network and for the promotion of broadband education, training and assistance as more particularly set forth in Section 2.4 of this Lease.

2.4 In addition to those other duties enumerated in this Lease, Lessee agrees, for and in consideration of the payments described in Sections 2.3 hereof, to perform the following services on behalf of Lessor:

2.4.1 Utilize the Lessee's resources to sponsor seminars, equipment and technology demonstrations, trade-shows, lectures and other educational events to assist in training and educating the population residing in Lessor's boundaries and within the MEGAPOP Region in the uses and benefits of broadband technology.

2.4.2 Assist Lessor and other municipalities, counties and governing agencies within the MEGAPOP Region in the identification of and application for grants, loans and other incentive programs designed to advance broadband technology, including but not limited to the construction of facilities for the

affordable delivery of "Last Mile" broadband services, broadband facilities and equipment for the use and education of the general public, and the upgrading and improvement of existing telecommunications facilities.

2.4.3 Coordinate with physicians, hospitals, nursing homes and other health care providers in connection with the identification, purchase, implementation and use of state of the art communications facilities designed to bring improved, affordable and faster delivery of healthcare services to residents of Lessor and the MEGAPOP Region.

2.4.4 Work with businesses and industries located within Lessor's boundaries and in the MEGAPOP Region to deploy broadband technologies in order to enable those businesses and industries to more economically and effectively compete in a global market.

2.4.5 Work with economic development agencies within the MEGAPOP Region to recruit new business and industry to the area, and to create new jobs within existing business and industry in the area of technology and communications.

2.4.6 Provide assistance to Lessor and other local governments in the MEGAPOP Region in identifying ways and means of providing better services and greater access to existing services through the effective use of broadband technologies.

2.4.7 Identify, promote and advocate reasonable and necessary policies on a local, regional, state and federal level for improved access by residents of Lessor and of the MEGAPOP Region to Broadband Internet services.

2.4.8 Conduct regular sessions with educational institutions located within Lessor's boundaries and in the MEGAPOP Region, including primary and secondary public schools, community colleges and universities, in order to identify and plan for necessary programs, curricula, and classes designed to take full advantage of broadband services.

2.4.9 Act as administrative agent for Lessor in connection with the enforcement of Lessor's rights under the MOU and other agreements relative to the performance of Telepak thereunder.

2.5 Lessee shall render a summary accounting and report to Lessor, on an annual basis, of any programs, activities and expenditures incurred in connection with the performance of its duties pursuant to Section 2.4 hereof and of its use of the sums credited to Lessee pursuant to Section 2.3 hereof.

3. MAINTENANCE

For the Term of the Lease Lessee shall cause Telepak, or such other sublessee of the Facilities, to provide routine maintenance, emergency restoration and locate services ("Maintenance Services") for the Facilities at such sublessee's expense.

4. WARRANTIES

LESSOR REPRESENTS AND WARRANTS THAT IT OWNS THE FACILITIES. OTHER THAN THE FOREGOING SENTENCE, LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE FACILITIES.

5. TAXES

It is anticipated that the Facilities shall be eligible for and shall receive exemption from ad valorem taxes during the Term of this Lease or for that period of time that Lessor owns a fee simple interest in the Facilities, including routine upgrades and replacement of worn equipment, whichever period of time is shorter.

6. INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 To the extent allowed by applicable law, Lessor will indemnify and hold Lessee harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to or death of any persons, including, without limitation, the patrons, customers, agents and employees of either party hereto (including payment under any workers' compensation law or under any plan for employee disability and death benefits) which may arise out of or be caused by any willful, reckless or negligent act or omission of Lessor or its employees, representatives, contractors or subcontractors.

6.2 Lessee will indemnify and hold Lessor harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to or death of any persons, including, without limitation, the patrons, customers, agents and employees of either party hereto (including payment under any workers' compensation law or under any plan for employee disability and death benefits) which may arise out of or be caused by any willful, reckless or negligent act or omission of Lessee or its employees, representatives, contractors or subcontractors.

6.3 Lessee hereby indemnifies and holds harmless Lessor against any and all liability or claims related to lack of adequate regulatory or other authority, violation or claim of violation of any law, rule or regulation or the use of the Facilities.

6.4 In all instances in which one party ("Indemnitor") is obligated to indemnify another ("Indemnitee") as provided for in this Lease: (i) Indemnitee shall give Indemnitor written notice of all claims, damage, losses, suits, and any other event which is in any way related to or asserted by Indemnitee as a basis for such obligation, which notice shall be given immediately after Indemnitee becomes aware thereof, (ii) Indemnitor shall have the sole right to control the defense of such matter and the sole right to determine the disposition of such matter; and (iii) Indemnitee shall furnish such available information and assistance as may be required by the Indemnitor to assist in the disposition of such matter and no disposition or settlement shall be made by Indemnitee of any matter for which a claim of indemnification or to be held harmless will be made, without the prior written consent of Indemnitor.

6.5 Notwithstanding any provision of this Lease to the contrary, Lessor shall not be liable to Lessee for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with failure to perform obligations or breach of representations hereunder, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services (whether arising out of transmission interruptions or problems, any interruption or degradation of service or otherwise), in each case whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, breach of warranty, negligence, or strict liability, all claims with respect to which such special, incidental, indirect, punitive or consequential damages are hereby specifically waived.

7. FORCE MAJEURE

Neither party shall be in default under this Lease if any failure or delay in performance is caused by strike or other labor problems; accidents; acts of God; fire; flood; adverse weather conditions; material or facility shortages or unavailability not resulting from such party's failure to timely place orders therefor; lack of transportation; governmental codes, ordinances, laws, rules, regulations or restrictions; condemnation or exercise of rights of eminent domain; war or civil disorder; acts of terrorism; or any other cause beyond the reasonable control of either party (each being collectively referred to as "Force Majeure"). Provided, however, if any Force Majeure event shall cause a failure or delay in performance of either party which extends longer than sixty (60) calendar days, the other party may terminate this Lease upon written notice to the nonperforming party.

8. REQUIRED RIGHTS

8.1 Lessor Required Rights. Lessor represents that, to the best of its knowledge and belief, Lessor owns, has obtained or can and will obtain all rights, licenses, leases, franchises, authorizations, rights of way and other agreements related to the real

property over or through which the Facilities pass or are to pass and that are necessary for the installation and use of the Facilities by Lessee and any sublessees (all of which are hereinafter referred to as "Required Rights"). Lessor shall cause such Required Rights to remain effective through the Term of this Lease. Lessor agrees to give notice to Lessee of any lawsuit or administrative filing that challenges Lessor's Required Rights.

8.2 Lessee Franchise. It is expressly understood that in the event separate authority in the form of a license, permit or franchise from any governing authority having jurisdiction (collectively, "Franchise") is required specifically for Lessee's or its Sublessee's use of the Facilities as provided hereunder, the Lessee or its Sublessee shall be responsible for obtaining and maintaining such Franchise. Lessor agrees that it will take all reasonable and necessary actions to see that Lessee's Sublessee is granted a Franchise. Lessee shall give notice to Lessor of any lawsuit or administrative filing that challenges Lessee's or its Sublessee's Franchise.

9. RELOCATION

If Lessor finds it necessary to relocate any of the facilities used or required in providing the Facilities, and/or the Facilities itself, Lessor will give Lessee notice of such relocation not less than thirty (30) days before such relocation shall be undertaken. Such relocation shall be scheduled and completed in such a way so as to have the most minimal effect on the Facilities and Lessee's or its Sublessee's service to the Sublessee's customers. Lessor and Lessee shall agree on a mutually acceptable schedule for the relocation in order to accomplish the aforementioned objective. Lessee, through its Sublessee shall be responsible the performance of, any necessary relocation, and unless such relocation shall be made necessary by Lessor or Lessor's acts or omissions, whether intentional or negligent, Lessee shall be responsible for paying the cost of such relocation

10. CONDEMNATION

10.1 In the event that any portion of the Facilities, or the ducts, poles, trenches and Required Rights in or upon which it shall have been installed, becomes the subject of a condemnation proceeding by any governmental agency or other party with the power of eminent domain for public purpose or use, Lessor shall pursue an award for its interest and that of Lessee in such proceedings.

10.2 Upon its receipt of a formal notice of condemnation or taking, Lessor shall notify Lessee immediately of any condemnation proceeding filed against the Facilities or the said ducts, poles, trenches or Required Rights in or upon which said Facilities shall have been installed. Lessor shall also notify Lessee of any similar threatened condemnation proceeding and agrees not to sell the Facilities or such ducts, poles, trenches or Required Rights to such acquiring agency, authority or other party in lieu of condemnation without prior written notice to Lessee.

11. USE OF EQUIPMENT

11.1 Lessee shall not use the Facilities except for the purposes for which it was designed. If the Facilities are damaged as a result of Lessee's use of it for other purposes or Lessee's misuse or abuse, then Lessee shall repair or replace the damaged portion of the Facilities at its sole cost and expense.

11.2 Lessee's use of the Facilities shall comply with this Lease and all applicable and lawful government ordinances, laws, rules, regulations or restrictions.

11.3 Use of the facilities adjacent to the Facilities, as applicable, by Lessee shall be such as not to: (i) interfere with the use of or impair service over the Facilities; or (ii) impair the privacy of any communications over the Facilities.

12. OWNERSHIP OF EQUIPMENT

12.1 Lessee shall make no representations and take no actions inconsistent with Lessor's ownership interest in the Facilities.

12.2 Lessee warrants that during the Term, it shall keep the Facilities free from all liens and encumbrances, including mechanic's and materialmen's liens, and shall promptly secure the release of any such lien or encumbrance filed and affecting the Facilities.

12.3 Lessee and Sublessee owned facilities ("Lessee Facilities") connected to, or a part of, the Facilities shall at all times remain the sole property of Lessee and/or its Sublessee. Lessor shall not make any representations or take any actions inconsistent with Lessee's ownership of said Lessee Facilities.

13. CONFIDENTIALITY

13.1 All proprietary information disclosed by either party hereto to the other in connection with this Lease shall not be disclosed to anyone other than such employees, shareholders, agents, lenders, consultants or affiliates of the parties having a need to know such information and who have agreed to be bound by the terms hereof or substantially similar confidentiality obligations. Each party shall protect any such information received from the other with the same degree of care accorded its own proprietary information, but in no event less than reasonable care. Neither party shall be required by this Section 13 to hold confidential any information which is in the public domain, is independently developed by the nondisclosing party, or which becomes available to such party without restriction from a third party.

13.2 Notwithstanding the provisions of this Section 13, the parties agree that the confidentiality obligations of either party shall not prohibit disclosure of information which is required to be disclosed by either party, pursuant to federal or state securities laws, or pursuant to the rules or regulations of the public service commission of any

state with jurisdiction to require same, or pursuant to any order of a court with competent jurisdiction, or pursuant to any other requirement of law; provided, however, that prior to any disclosure the disclosing party gives notice to the other party and reasonably cooperates in such party's efforts to prevent such disclosure. In the event that disclosure is required, such disclosure shall be limited to the extent required by such authority, and the information subject to such disclosure requirements shall be and remain confidential for all other purposes.

13.3 The provisions of this Section 13 shall survive termination of this Lease for a period of three (3) years.

14. DEFAULT

Neither party shall be in default under this Lease or in breach of any provisions hereof unless and until it has been given written notice of such default by the other party and shall have failed to cure such default within thirty (30) days after receipt of such notice. Where a default cannot reasonably be cured within a thirty (30) day period, if the defaulting party shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such cure. Upon the failure to cure any such default within thirty (30) days after notice thereof or within thirty (30) days plus the extension for curing with due diligence as set forth above, the party giving notice of the default may thereupon terminate this Lease by providing written notice of termination as provided for in Section 17. Subject to the above and to Section 7, upon default by either party, the non-defaulting party shall have the right to pursue any or all remedies available at law and/or equity.

15. NOTICE

All notices under this Lease shall be in writing and shall be deemed to have been given (i) if by mail, three (3) days after deposit in the U.S. Mail, Certified Mail, Postage Prepaid, Return Receipt Requested; or (ii) if by overnight courier, one (1) day after delivery to an overnight courier service, fee prepaid, and, in either case, addressed as follows:

If to Lessee: Mississippi Economic Growth Alliance and Point of Presence, Inc.
Post Office Drawer 409
322 Jefferson Street
Tupelo, MS 38802-0409
Attention: Tom Wicker

If to Lessor: City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485
Attention: Mayor

or to such other address as may be designated in writing to the other party.

16. ASSIGNMENT, SUBLEASING, and SUCCESSION

16.1 Neither party shall assign this Lease, to any third party without the express written consent of the other party.

16.2 Lessor agrees that Lessee may sublease the Facilities to Telepak upon the terms and conditions set out in Exhibit G to the MOU. Except as provided by the foregoing sentence, Lessee shall not enter into a Sublease with respect to the Facilities without the prior written consent of the Lessor.

16.3 This Lease, and the respective rights and obligations of the parties hereunder, shall be binding upon and shall inure to the benefit of the parties hereto and any permitted successors or assigns.

17. TERMINATION

17.1 This Lease shall automatically terminate upon the expiration of the Term or upon termination pursuant to Section 17.3 below. Upon the expiration or termination of this Lease, and only if Lessee has not exercised its option to purchase as set forth in Section 1.2 or 1.3, all rights of Lessee to the Facilities shall cease and Lessor shall not owe Lessee any additional duties or consideration with respect to such Facilities. Promptly thereupon, Lessee shall remove all of Lessee's equipment and other property from such Facilities at its sole cost.

17.2 Notwithstanding the foregoing, no termination or expiration of this Lease shall affect the rights or obligations of any party hereto (a) with respect to any then existing defaults or the obligation to make payments hereunder for services rendered or incurred prior to the date of termination or expiration or (b) pursuant to Section 5, 6, or 13 herein, which shall survive the expiration or termination hereof.

17.3 Either party shall have the right to terminate this Lease in the event the other party is in default pursuant to Section 14.

18. GOVERNING LAW

The rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Mississippi without giving effect to its choice of law rules.

19. ARBITRATION

In the event any dispute between the parties arises out of this Agreement which cannot be settled by the parties, the parties agree to submit the dispute to mediation within thirty (30) days from receipt of written notice from any party demanding mediation of the stated dispute prior to resorting to any legal resolution of the dispute in court. If the parties

cannot agree on one mediator within five (5) days from the receipt of written notice demanding mediation, the opposing parties shall each , within five (5) days, choose one mediator who shall then choose a mediator to mediate the dispute. The costs of the mediator shall be split equally between the parties; otherwise, each party will bear its own expenses relating to the mediation. If there is no resolution of the dispute within sixty (60) days after beginning the mediation, the parties shall submit the dispute to binding arbitration. The dispute shall be resolved by a single arbitrator chosen by the parties under the auspices of the American Arbitration Association ("AAA"), and such dispute shall be resolved pursuant to the rules of the AAA with the findings and any award by such arbitrator being final and binding upon all parties. Judgment or any award or finding rendered by the arbitrator may be entered in any court of competent jurisdiction. The location of any such arbitration proceeding shall be in Tupelo, Mississippi or such other location as mutually agreed by the parties. Nothing in this Section 19 shall prevent any party from seeking an injunction or other appropriate equitable relief in situations where failure to act could do irreparable harm to the party seeking relief.

20. INSURANCE

20.1 Lessee shall and shall require that its Sublessee carry comprehensive or commercial general liability insurance together with coverage for contractual liability. The amounts of such insurance shall be in the amount of not less than $1,000,000 as to any one occurrence and $2,000,000 general aggregate. Lessee and its Sublessee shall also carry such insurance as will protect it from all claims under any Workers' Compensation Law in effect that may be applicable to it.

20.2 The required minimum limits of coverage shown above do not limit or diminish any party's liability under this Lease.

20.3 Lessee and its Sublessee shall submit to Lessor a standard insurance certificate (or comparable form) signed by an authorized representative of its insurance company, certifying that the insurance coverage required hereunder is in effect for the purposes of this Lease. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage shall be effective without at least thirty (30) days' advance written notice to Lessor and shall include a waiver of subrogation endorsement.

20.4 All such policies (excluding workers' compensation) shall name either Lessee, if applicable, and Lessor, and its subsidiaries and affiliates, as additional insureds.

20.5 The insurers of Lessee and its Sublessee shall waive all rights of recovery against Lessor for any injuries to persons or damages to property in the execution of work performed under this Lease.

20.6 Lessee and its Sublessee shall permit any authorized representative of Lessor to examine such party's original insurance policies should Lessor reasonably request.

Should Lessee or its Sublessee at any time neglect or refuse to provide the insurance required herein, or should such insurance be canceled or non-renewed, Lessor shall have the right to terminate this Lease.

20.7 A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits required under this Lease. Additionally, the coverage required hereunder may be provided through a program of self-insurance, provided that the party providing such self-insurance shall furnish such information and certification as are reasonably required by the other party to demonstrate that the coverage required hereunder is available under such program of self-insurance.

21. RULES OF CONSTRUCTION

The headings of the Sections in this Lease are strictly for convenience and shall not in any way be construed as amplifying or limiting any of the content of this Lease as set forth in the body of such Sections. The singular herein shall include the plural, and the plural herein shall include the singular, where appropriate.

22. ENTIRE AGREEMENT

This Lease, including the attachments, constitutes the entire agreement between the parties hereto with respect hereto and collectively constitutes the entire agreement and supersedes all agreements previous to this Lease with regard hereto, whether written or oral, between Lessor and Lessee. This Lease may not be amended or otherwise altered except by written agreement between the parties hereto. In the event that the terms of this Lease conflict with any terms contained in an attachment hereto, the terms of this Lease shall control. This Lease may be executed in counterparts, each of which shall constitute one original.

IN WITNESS WHEREOF the parties hereto have executed this Lease as of the date(s) recorded below.

City of Tupelo, Mississippi

By: Ed Neelly

Name: Ed Neelly

Title: Mayor

Date: September 5, 2006

Mississippi Economic Growth Alliance and Point of Presence, Inc.

By: Morgan Baldwin

Name: Morgan Baldwin

Title: President

Date: October 26, 2006

Attachment A

Facilities

As used in this Lease, the term "Facilities," unless obviously indicated otherwise, shall mean that certain loop of fiber optic cable, together with the conduit in which it is installed, if any, installed at the behest of Lessor and running from a point of connection with the TVA IRU Fiber, as defined in the MOU, to a point of connection with the Bell South Central Office located at 337 North Broadway Street, Tupelo, MS 38801, CLLI-TUPLMSMA, and running back to said point of connection or another point of connection with the TVA IRU Fiber, together with all manholes and handholes and all equipment installed in connection and to be used therewith. The term "Facilities" does not include any interest in real property.

Attachment B

Bill of Sale and Assignment

For and in consideration of the mutual covenants and agreements set forth in that certain Facilities Lease Agreement ("Lease") dated as of Sept. 5th, 2006, by and among the City of Tupelo, Mississippi ("Lessor"), and Mississippi Economic Growth Alliance & Point of Presence, Inc., a Mississippi nonprofit corporation ("Lessee"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby sell, convey, transfer, assign and deliver to Lessee and its successors and assigns forever, all of its right, title and interest in and to the assets set forth on Exhibit 1 attached hereto (the "Purchased Assets"), free and clear of all liens and liabilities. This Bill of Sale is given pursuant to the terms of the Lease and is subject to the terms and conditions contained therein. Capitalized terms used but not otherwise defined herein have the respective meanings assigned to them in the Lease. Lessor hereby warrants to Lessee that Lessor is the sole owner of each of the Purchased Assets, that Lessor has the right and authority to sell and assign each such Asset, and that each such Asset is free and clear of all liens, liabilities, or other title defects of any kind.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity, other than Lessee and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Lessee and its successors and assigns.

This instrument is binding on Lessor, its successors and assigns, and will inure to the benefit of Lessee and its successors and assigns.

This instrument shall be governed by and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, Lessor has caused this Bill of Sale and Assignment to be duly executed in its name on _____, 200__.

City of Tupelo, Mississippi

By: Todd Jordan

Name: Todd JORDAN

Title: Mayor

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE August 31, 2026

SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) 300 kVA THREE PHASE PADMOUNT TRANSFORMERS **JT**

Request:

I respectfully request your approval of an emergency purchase for the following:

- Three (3) 300 kVA 12870/120/208Y three phase padmount transformers – On August 26, 2026, Howard Industries submitted the lowest quote for these three transformers at $21,454.00 each, for a total of $64,362.00. This cost is subject to review at the time of shipment. The lead time for these transformers is 6-8 weeks ARO.

  Note: The second quote received was from Border States in the amount of $23,358.31 each with a lead time of 22 weeks.

This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.

ORDER

ORDER AUTHORIZING EMERGENCY PURCHASE OF
THREE (3) 300 kVA THREE PHASE PADMOUNT TRANSFORMERS

WHEREAS, the Tupelo Water and Light Department has nearly exhausted its supply of 300 kVA three phase padmount transformers; and

WHEREAS, in order to replenish these transformers, quotes for three (3) 300 kVA three phase padmount transformers were obtained, and on August 26, 2026, Howard Industries submitted the lowest and best quote for these three (3) transformers at $21,454.00 each, for a total of $64,362.00; and

WHEREAS, due to the lead time of six (6) to eight (8) weeks for these transformers, Howard Industries would not hold the quote, and the cost is subject to review at the time of shipment; and

WHEREAS, the manufacturer cited the volatility of the metals market and other key factors beyond the manufacturer's control for being unable to guarantee the pricing; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to emergency purchase where it would otherwise be a detriment to the interest of the municipality to allow time for obtaining firm quotes and issuing purchase orders; and

WHEREAS, these materials and supplies are critical to placement of new and replacement of existing electrical projects, and the lead times involved between order and delivery pose an emergency of running out of these supplies and materials.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The prefatory clauses above are incorporated in the findings of the City Council.

SECTION 2. The City Council finds that further delay will be detrimental to the city, and an emergency purchase is required to order the materials and supplies without a firm delivery price.

SECTION 3. The Water and Light Department is authorized on an emergency basis to order these transformers without a firm delivery price.

The foregoing order was proposed in a motion by Council Member Nolan, seconded by Council Member Davis, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Councilman Chad Mims	Absent
Councilman Lynn Bryan	Aye
Councilman Travis Beard	Aye
Councilwoman Nettie Davis	Aye
Councilman Bentley Nolan	Aye
Councilwoman Janet Gaston	Aye
Councilwoman Rosie Jones	Aye

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 1st day of September, 2026.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Lynn Bryan, President

ATTEST:

Sandy Shumaker
Sandy Shumaker, Clerk of the Council

APPROVED:

Todd Jordan
Todd Jordan, Mayor

Date: 09-01-2026

HOWARD Hi INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

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QUOTATION

CUSTOMER COPY

CASEY TURNER
TUPELO WATER & LT. DEPT
PO BOX 1485 ACCT PAYABLE
TUPELO, MS 38802

FOB: **DESTINATION**
PRICING: *** SEE STATEMENT BELOW ***
AGENT: **HOWARD AGENCY**

VALIDITY: **30 DAYS**
TERMS: **NET 30 DAYS**
INQUIRY:

QUOTATION NO: **ME-8013**
QUOTATION DATE: **08/26/2026**
PAGE NO: **1**

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	2	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 300 KVA HV: 12870 DELTA 95KV BIL LV: 208Y/120 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW IMPED = 3.3 OIL TYPE: MINERAL STOCK NUMBER: CU/CU	$21,454.00	06-08 WKS
ITEM 2	2	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.34 DEAD FRONT SINGLE VOLTAGE KVA: 300 KVA HV: 12870 DELTA 95KV BIL LV: 208Y/120 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW IMPED = 4.3 OIL TYPE: MINERAL STOCK NUMBER: CU/AL	$19,569.00	06-08 WKS
		QUOTED PER CUSTOMER INQUIRY DATED 8/20/26 NON EVALUATED THREE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS WELLS/INSERTS BAYONET FUSING 8 HOLE SPADES ITEM 1 QUOTED WITH COPPER PRIMARY AND SECONDARY WINDINGS ITEM 2 QUOTED WITH COPPER PRIMARY AND ALUMINUM SECONDARY WINDINGS **NOTE** * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE		

CONTINUED ON NEXT PAGE

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Document: 2.3.01
Revision: 1
Authorized: RSS.

HOWARD Hi INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

603

QUOTATION

CUSTOMER COPY

CASEY TURNER
TUPELO WATER & LT. DEPT
PO BOX 1485 ACCT PAYABLE
TUPELO, MS 38802

FOB: **DESTINATION**
PRICING: *** SEE STATEMENT BELOW ***
AGENT: **HOWARD AGENCY**

VALIDITY: **30 DAYS**
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INQUIRY:

QUOTATION NO: **ME-8013**
QUOTATION DATE: **08/26/2026**
PAGE NO: **2**

Item	Qty	Description	Unit Price	Shipment ARO
		PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL. **DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS.** **ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.** **TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.** *Thank you,* *Mary Ellis*		

HOWARD INDUSTRIES, INC. GENERAL TERMS AND CONDITIONS FOR THE SALE OF FLUID-FILLED DISTRIBUTION TRANSFORMERS

1. APPLICABILITY; TERMS AND CONDITIONS. These General Terms and Conditions for the Sale of Fluid-Filled Distribution Transformers ("**Terms**") apply to all sales of Fluid-Filled Distribution Transformers ("**Products**") by Howard Industries, Inc., ("**Howard**") to the purchaser of same ("**Purchaser**") (each a "**Party**", collectively the "**Parties**"). The Terms together with any additional or conflicting terms in Howard's written quotation (the "**Quotation**") comprise the entire agreement (the "**Contract**") between Howard and Purchaser relating to the Products which are the subject of such Quotation. Purchaser's submission of a purchase order ("**Purchase Order**") to Howard, is expressly limited to and conditioned upon Purchaser's assent to such Terms and to the exclusion of any other terms or conditions and constitutes Purchaser's acceptance of the Quote, the Terms and the Contract. The Terms and the Contract supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and/or communications between the Parties, both written and oral. For the sake of clarity, in the event of any conflict between these Terms and those in a Quotation, the Terms shall control. **HOWARD OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS PROPOSED BY PURCHASER THAT DIFFER FROM, ADD TO, MODIFY, OR CONFLICT WITH THE TERMS PROVIDED BY HOWARD**. Purchaser must submit a Purchase Order in a form reasonably required by Howard. Purchaser's Purchase Order shall, consistent with the Quotation, identify the specific Products ordered, quantities, requested delivery dates, and other similar terms that may vary from Purchase Order to Purchase Order, but no other terms of Purchaser's Purchase Order shall have any force or effect whatsoever. All Quotations, verbal or written, shall expire thirty (30) days from the date of the Quotation. All Purchase Orders are subject to the approval of Howard's Marketing Department and any Purchase Order not accepted is rejected. These Terms prevail over any and all other terms and conditions which may be contained in any Quotation, request for quote, proposal, Purchase Order, acknowledgment or other communication or document of Purchaser, including but not limited to, Purchaser's general, standard or pre-printed terms and conditions of purchase, regardless of whether or when submitted by Purchaser. No action by Howard (including acknowledgement or fulfilment of Purchaser's Purchase Order) shall be construed as acceptance of any of Purchaser's additional, different or conflicting terms or conditions, all of which are hereby expressly rejected by Howard and shall not become part of the Contract between Howard and Purchaser. Notwithstanding anything herein to the contrary, if the Parties have entered into a written agreement signed by both Howard and Purchaser pertaining to the sale of the Products, the terms and conditions of such written agreement shall govern as between the Parties.

2. PRICE; TAXES AND DUTIES; SHIPPING COSTS. All prices quoted by Howard are in U.S. Dollars and are only valid for thirty (30) days. Howard reserves the right to withdraw and/or revise any Quotation at any time, including but not limited to revising quoted prices in the event its manufacturing or procurement costs increase due to the imposition by the United States or any other country of new or higher tariff(s) or other tax(es), fee(s) or charge(s). Further, it is expressly understood that Howard may by written notice or email, in its sole discretion, accept, reject or elect not to fulfill any Purchase Order without penalty or liability to Purchaser. All Purchase Orders and any other documents submitted by Purchaser in connection with a Purchase Order hereunder shall reference Howard's Quotation number. Unless different shipping terms are set forth on the Quotation or otherwise agreed to by Howard in writing, all pricing quoted includes shipping cost to Purchaser's destination point within the United States, exclusive of Alaska and Hawaii. No state or local sales, use, excise or other taxes are included in the Quotation. Any and all applicable taxes are the liability of the Purchaser. Purchaser agrees to provide Howard with satisfactory proof of any tax-exempt status upon request. All Purchase Orders are subject to prior credit approval by Howard.

3. SHIPPING; DELIVERY. Howard will package the Products using Howard's standard methods for packaging. There may be only one destination per Purchase Order. Howard may, in its sole discretion, without liability or penalty, make partial shipments of Products. Each shipment will constitute a separate sale, and Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchaser's Purchase Order. Both Parties acknowledge and agree that due to pandemics, epidemics, disruptions in supply chain or inability to obtain raw materials and parts in required quantities, definite delivery dates, start dates, milestone dates, lead times, and completion dates ("Production Dates") cannot be made and accordingly, all Production Dates are estimates only. Howard will attempt to meet Purchaser's requested Production Dates.

Howard shall not be liable or responsible for any amount or any type of damages for not meeting any Production Dates and Purchaser waives its right to and releases Howard from liability for any and all losses, costs, expenses or damages caused by or related to Production Dates not being met by Howard. Purchaser further agrees that Howard's failure to meet any Production Dates is not cause for cancellation or termination of the Contract or any Purchase Order.

4. TITLE AND RISK OF LOSS. Title and risk of loss to the Products shall pass when the Products are delivered to the Purchaser's destination point. If there are shortages or visual evidence of damage of Products in any shipment, Purchaser shall insist on the transportation agent making notations on the shipping documents before signing the receipt and Purchaser shall immediately notify Howard in writing of the details of the shortage or damage. Claims to Howard for shortages, visual defects or damage to Products must be made to Howard within five (5) days after delivery of the Products. Any claim not made by Purchaser as stated herein or within time stated herein is waived by Purchaser. Title to the Products shall pass to purchaser upon Howard's receipt of payment in full.

5. PAYMENT. Invoices for Products shall be paid in full by Purchaser within thirty (30) days from the date of Howard's invoice, without set-off or deduction for any amount claimed to be owing to Purchaser by Howard. In the event Purchaser is in breach of the Terms, is late on any payment(s) or if Howard believes Purchaser is or may be unable to pay, or for any other reason in Howard's sole discretion, Howard may: (i) accelerate the due date of all outstanding invoices and require that all outstanding invoices be immediately due and payable in full, (ii) stop all or a portion of manufacture or delivery of any Product under any Purchase Order until Howard receives either payment or assurances of payment satisfactory to Howard; (iii) require prepayment for pending and/or future purchase orders; and/or (iv) cancel or delay shipments, in whole or in part. All payments must be in U.S. Dollars.

6. CANCELLATIONS. Purchaser may only cancel the Contract or any Purchase Order for Cause. Purchaser may not cancel or terminate any Purchase Order after Howard has commenced performance thereof, and then may only cancel or terminate a Purchase Order after giving Howard written notice of the reason for termination or cancellation and giving Howard thirty (30) days from the effective date of termination or cancellation stated in the notice the opportunity at Howard's sole discretion to either (i) submit a plan for remediation and then fails to remedy the defect pursuant to the terms of the plan for remediation or (ii) remedy the defect. In the event of cancellation or termination of the Contract or any Purchase Order Purchaser shall pay Howard the cost for any materials or parts unique to the manufacture of the Products ordered by Purchaser that Howard cannot return to its vendor for a full refund and Purchaser shall pay Howard the full contract price for all completed and conforming Products (i) for which Howard has not been paid as of the effective date of termination or cancellation and (ii) which Howard completes after the effective date of termination or cancellation. Purchaser may not cancel or terminate the Contract or any Purchase Order for its convenience.

7. INTELLECTUAL PROPERTY RIGHTS. All inventions, creations, works of authorship, copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights including, but not limited to, drawings, specifications, manuals, publications, calculations, sketches, designs, inventions, tracings, notes, reports, work papers, data, computer programs, models and samples pursuant to the laws of any jurisdiction worldwide ("**Howard IP**") conceived or developed by or on behalf of Howard with respect to the Products and any related deliverables shall not be deemed to be either work for hire or work product for the Purchaser and shall be the exclusive property of and be exclusively owned by Howard and the Purchaser shall have no rights therein except for the license by Howard to Purchaser as provided in this Section 7. Howard hereby grants to Purchaser a non-exclusive, revocable, transferrable, fully paid up, royalty free, license (the "IP License") to use such Howard IP, as Howard may determine in its sole discretion is needed, for the installation, operation, maintenance and repair of Products (the "Permitted IP Use"). Howard shall have the right, any time, to revoke the IP License if Purchaser uses the Howard IP other than in accordance with the Permitted IP Use. If Purchaser acquires any Howard IP by operation of law or otherwise, such rights are

deemed and are hereby irrevocably assigned to Howard without further action. Purchaser shall, at Howard's expense, execute such documents and do such things as are necessary to enable Howard to protect its Howard IP including a transfer of ownership from Purchaser to Howard.

8. CONFIDENTIALITY. All non-public, confidential or proprietary information of Howard, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Howard to Purchaser, whether disclosed orally, in writing, electronically or in any other form or media, and whether or not marked, designated, or otherwise identified as "confidential", is confidential, solely for the use of performing hereunder and may not be disclosed or copied by Purchaser unless authorized in advance by Howard in writing. Upon Howard's request, Purchaser shall promptly return all such information received from Howard. Howard shall be entitled to equitable relief including an injunction and specific performance, in addition to all other remedies available at law or equity. Purchaser agrees that Howard may obtain specific performance and injunctive or other equitable relief for any such violation, in addition to its remedies at law, without proof of actual damages and without the necessity of securing or posting any bond in connection with such remedy for any violation of this Section.

9. COMPLIANCE WITH LAWS. Howard shall only comply with such state or local laws, rules, regulations and ordinances that pertain to the design or manufacture of Products as are specifically cited in Purchaser's specifications.

10. WARRANTY. Howard Industries, Inc. (hereinafter "Supplier") warrants to the original Purchaser, a knowledgeable user of the Equipment and of dangers associated with installation, operation, maintenance and repair, that fluid-filled distribution transformers (herein "Equipment") manufactured by Supplier shall be free from defects in material and workmanship under normal use and service conditions. The term of this Warranty shall not exceed the lesser of twelve (12) months from date of initial installation or eighteen (18) months from date of manufacture.

If within the Warranty period any Equipment shall be proved to Supplier's satisfaction to be defective, such Equipment shall be repaired or replaced at the Supplier's option. Decision on the method and extent of repairs rests solely with Supplier. Supplier's obligation hereunder shall be limited to such repair or replacement, and shall be conditioned upon Supplier's receiving written notice of any alleged defect within ten (10) days after its discovery and at Supplier's option, return of such Equipment or parts prepaid to Supplier's factory with shipping costs to be paid by Supplier. The shipping cost for the return, to the location from which the Equipment was returned by Purchaser to Supplier, of repaired or replaced Equipment will be paid by Supplier. The costs for removal of defective Equipment and re-installation of repaired or replaced Equipment shall be at Purchaser's expense.

In order to be covered by this Warranty, the Equipment must be properly installed according to accepted industry practices and protected by properly installed and coordinated voltage surge suppressors, current overload, and other current protective devices as appropriate. This Warranty does not cover Equipment that has been subjected to negligence, abuse, accident, or damage after delivery to Purchaser; improper installation, operation, maintenance or storage; modification other than by Supplier; or storage or operation in "Unusual Service Conditions" as defined by IEEE Standard C57.12.00.

In order to qualify for repair or replacement under the provisions of this Warranty, the Supplier may require that defective Equipment be returned to the Supplier's factory and in such event shall provide written authorization to Purchaser. The Supplier shall not be responsible for Equipment returned without such written authorization. The Supplier shall assume no liability for expenses incurred for repair or replacement of Equipment that is not in accordance with the provisions of this Warranty.

THIS WARRANTY STATES THE SUPPLIER'S ENTIRE AND EXCLUSIVE LIABILITY AND THE PURCHASER'S EXCLUSIVE REMEDY AND SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY SORT, EXPRESS OR IMPLIED, EXCEPT THAT OF TITLE. SUPPLIER HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE AND FITNESS FOR A PARTICULAR PURPOSE, NOTWITHSTANDING ANY PURPORTED TERMS AND CONDITIONS CONTAINED IN ANY DOCUMENT PREPARED BY PURCHASER IN CONNECTION WITH THIS SALE. SUPPLIER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS.

11. LIMITATION OF LIABILITY. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, EXPRESS WARRANTY, IMPLIED WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), INDEMNITY OR OTHERWISE, SHALL HOWARD OR ITS VENDORS BE LIABLE FOR ANY COST TO COVER, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, COST OF CAPITAL, COST OF REPLACEMENT POWER, DOWN TIME COSTS, COST FOR TEMPORARY FACILITIES, SERVICES OR EQUIPMENT, LOSS OF USE, LOSS OF GOOD WILL, MALWARE DAMAGES, RANSOMEWARE DAMAGES, COMPUTER VIRUS DAMAGES, MALICIOUS SOFTWARE DAMAGES OR LIQUIDATED DAMAGES, WHETHER OR NOT ANY SUCH DAMAGES ARE REASONABLE, FORESEEABLE, CONTEMPLATED OR AVOIDABLE AND REGARDLESS OF WHETHER OR NOT HOWARD OR ITS VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER HOWARD NOR ITS VENDORS SHALL BE LIABLE FOR ANY ITEM OR TYPE OF DAMAGE DESCRIBED HEREIN EVEN IF IT IS DETERMINED OR DECLARED TO BE AN ITEM OR TYPE OF DIRECT DAMAGES. PURCHASER AGREES THAT THE ENTIRETY OF ALL PROVISIONS OF THIS LIMITATION OF LIABILITY ARE REASONABLE, DEFENSIBLE, JUSTIFIABLE AND INVIOLABLE AND THAT THIS LIMITATION OF LIABILITY IS A BARGAINED-FOR EXCHANGE BETWEEN HOWARD AND PURCHASER.

12. WAIVER. No waiver by Howard of any of the provisions of any of these Terms is effective unless explicitly set forth in writing and signed by Howard, and in no event will any waiver of one provision be considered a waiver of any other provision. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising herefrom operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. RELATIONSHIP OF THE PARTIES; NO THIRD-PARTY BENEFICIARIES. The legal relationship between the Parties shall be that of buyer and seller, i.e., independent contractors, and shall not be understood so that either Party is deemed a partner or an agent of the other Party, nor will it confer upon either Party the right or power to bind the other Party in any contract or to the performance of any obligations as to any third party. The Contract is for the sole benefit of Howard and Purchaser and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of hereof, including, but not limited to, the right to enforce any Terms hereof or the underlying sale of Products.

14. FORCE MAJEURE. Howard shall not be liable or responsible to Purchaser, nor be deemed to have defaulted or breached the Terms, for any failure or delay in manufacture, shipment or delivery, or fulfilling or performing any order or term caused by or resulting from acts or circumstances beyond the reasonable control of Howard, including, without limitation, acts of God, tornadoes, hurricanes, flood, fire, earthquake, explosion,

governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, declaration of a national or state emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), factory conditions, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials or parts, or telecommunication breakdown or power outage. In the event of any such delay the requested delivery date shall be extended for a reasonable period of time at least equal to the time lost by the reason for the delay. In the event of any conflict or inconsistency between the provisions of this Section 14, FORCE MAJEURE and the provisions of Section 3, SHIPPING; DELIVERY, the provisions of Section 3, SHIPPING; DELIVERY shall have precedence over and supersede the provisions of this Section 14, FORCE MAJEURE.

15. GOVERNING LAW; VENUE; LIMITATIONS PERIOD. The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to any principles of conflicts of laws, and all disputes that may arise between the Parties shall be litigated exclusively in the applicable state court of Mississippi located in the First Judicial District of Jones County, Mississippi. Purchaser waives any right to object to the venue or jurisdiction stated herein and waives any right to remove any litigation to a federal court. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Products from application to this Contract. No action related hereto may be brought more than three (3) years after it accrues. Howard and Purchaser waive any right to a jury trial.

16. SURVIVAL. The provisions of the Terms which by their nature should survive termination, cancellation, completion or expiration of the Contract include, but are not limited to, provisions of the Contract with regard to, Howard's warranty, limitation of liability and the confidentiality provisions, shall continue as valid and enforceable notwithstanding any such termination, cancellation, completion or expiration.

17. SEVERABILITY. If any provision of the Terms is invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such provision will be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with applicable law. The remaining provisions will remain in full force and effect.

18. AMENDMENT; MODIFICATION. The Contract may only be amended or modified in writing stating specifically that it amends the Terms of the Contract and is signed by an authorized representative of each Party.

19. SPECIFICATIONS: Purchaser shall prepare and furnish to Howard written specifications and manufacture instructions ("Specifications"). Purchaser is fully responsible for the correctness, sufficiency and completeness of the Specifications. Purchaser warrants and covenants that Purchaser accepts and assumes all liability for the correctness, sufficiency and completeness of the Specifications and indemnifies and holds Howard harmless for damages of any type or amount caused by the incorrectness, insufficiency or incompleteness of the Specifications. Howard shall not be required to comply with any Specifications unless transmitted in writing by Purchaser to Howard. Specifications include, but are not limited to manufacture instructions, drawings, samples, descriptions, characteristics of material to be handled, dimensions of Products, specific material or parts, site and building dimensions as well as any other limitations or factors of any kind that might be pertinent to the intended use, installation and operation of the Products. Any technical advice furnished by Howard with respect to the selection or use of products is given without charge and Howard assumes no obligation or liability whatsoever for the advice given or the results obtained. Purchaser acknowledges and fully understands that Howard is not providing any engineering services or advice and that Purchaser is not relying upon Howard for engineering services or advice. Purchaser acknowledges, covenants and warrants that any advice given to Purchaser is given and accepted by Purchaser at Purchaser's sole risk and Purchaser agrees to indemnify and hold Howard harmless from any and all losses and claims for death, personal injury or property damages of any type and for any amount related or caused in any manner by the advice given by Howard to Purchaser. Howard shall only comply with such laws, rules, regulations, or ordinances of a city, town, municipality, community,

county, or subdivision thereof pertaining to the design or manufacture of Products as are specifically cited in Purchaser's Specifications.

20. INDEMNIFICATION BY PURCHASER: Purchaser agrees to indemnify, defend and hold harmless Howard, its affiliates, and its shareholders, directors, officers, employees, agents, successors and assigns, ("**Indemnitee(s)**") from and against any and all losses, claims, damages, demands, injuries, or death to persons including but not limited to employees of Purchaser, liabilities, taxes, fines, penalties, costs or expenses, including attorneys' fees or court costs, incurred or suffered by any Indemnitee(s) directly or indirectly arising out of, relating to, or resulting from (a) Purchaser's unloading, storing, handling, installing, packaging, or modifying, of the Products whether negligent or not; (b) Purchaser's installation of or failure to install any necessary safety or protective devices, whether negligent or not; (c) any negligent, act or omission of Purchaser, its subcontractor employees, agents and anyone for whom Purchaser or its subcontractors may be legally liable, in whole or in part, or (d) Purchaser's operation of (i) its electrical power generating plants, facilities or equipment; (ii) its substation plants, facilities or equipment; (iii) its transmission lines, plants, facilities or equipment; or (iv) its distribution lines, facilities, or equipment.

21. IMDEMNIFICATION BY HOWARD: Subject to the Limitation of Liabilities contained in Section 11 hereof and provided that Purchaser gives Howard prompt notice of any Third Party Claim and all necessary information and assistance so that Howard, at its option, may defend or settle such Third Party Claim and further provided Purchaser does not take any position adverse to Howard in connection with such Third Party Claim, Howard agrees to indemnify, defend and hold harmless Purchaser, its affiliates, and its shareholders, directors, officers, employees, agents, successors and assigns, ("**Indemnitee(s)**") from and against any and all losses, claims, damages, demands, injuries, or death to persons, liabilities, costs or expenses, including attorneys' fees or court costs, incurred or suffered by any Indemnitee(s). In the event that any such Third Party Claim is caused by the joint, concurrent, contributory or comparative negligence of Howard and Indemnitee(s), the damages, losses, expenses, and costs, expenses, legal fees and expenses, expert witness fees, attributable to the Third Party Claim shall be borne by Howard and Indemnitee(s), in proportion to their negligence. In no event shall Howard be liable hereunder for any such Third Party Claims, caused by the sole negligence of the Indemnitee(s)

The invalidity, in whole or in part, of any of the foregoing paragraphs will not affect the remainder of such paragraphs or any other paragraphs herein.

22. MODIFICATION OF ANY ACCEPTED PURCHASE ORDER: Purchaser may not modify any Purchase Order for Products without Howard's prior written consent. Howard may, at its sole discretion, hold the Purchaser liable for any costs or expenses incurred or commitments made by Howard pertaining to any Purchase Order which Howard consents to cancel or modify at Purchaser's request, either before or after approval of Final Drawings. Any modification agreed to by Howard and Purchaser may result in an increase in price and/or an increase in the time of manufacture and delivery and must be agreed to by Howard and Purchaser prior to Howard's implementation of the modifications.

23. ATTORNEY FEES: In the event Howard retains an attorney to enforce any provision of these Terms or pertaining to any Product sold to Purchaser, Purchaser agrees to pay and to reimburse Howard all attorney's fees, expenses, expert witness fees and expenses and court costs incurred by Howard.

24. PATENT AND COPYRIGHT VIOLATION: Howard and Purchaser agree that if all or any portion of the Products or use thereof are finally determined by a court of competent jurisdiction to constitute an infringement of any third party claim of patent, copyright, trademark, or a misappropriation of a trade secret (each an "Infringement Claim"), then as Purchaser's sole and exclusive remedy and as Howard's sole and exclusive liability and obligation Howard shall, at its expense and at its sole discretion either (i) procure for Purchaser the right to continue using said Products or applicable portion thereof, (ii) replace the Products that constitute an infringement with non-infringing Products (iii) modify the infringing Products so said

Products become non-infringing, or (iv) refund to Purchaser such compensation paid by Purchaser to Howard for the Product which does constitute an infringement.

Howard's obligations for any Infringement Claim hereunder shall not apply and Howard shall not be liable hereunder for any Infringement Claim (1) arising out of Howard's manufacture or furnishing of any Products made pursuant to designs or Specifications furnished by Purchaser, or (2) resulting from the use of Products furnished by Howard with other products or equipment not furnished by Howard, or (3) resulting from any modifications made by Purchaser to any Products furnished by Howard. Purchaser shall indemnify, defend and hold harmless Howard, its directors, officers, employees and agents against any and all claims, losses, costs, suits, judgments, damages, and expenses, including attorney fees, of any kind or nature whatsoever or account of either of the claims stated in item (1), (2) or (3) hereof.

25. ASSIGNMENT: Neither Party may assign the Contact or any Purchase Order without the express written consent of the non-assigning Party. Any purported or attempted sale, assignment, transfer, or conveyance in violation of this Section shall be null and void. No assignment shall relieve the assigning Party of its obligations in the Contract or Purchase Order.

26. SUCCESSORS AND ASSIGNS: Each and all of the covenants, obligations, warranties and agreements contained in the Contract shall extend to and be binding upon the successors and assigns of the parties hereto.

27. NO PRESUMPTION AGAINST DRAFTER: Howard and Purchaser having been represented in the negotiation of these Terms and Conditions, and having had ample opportunity to review the language of these Terms and Conditions, there shall be no presumption against any Party on the ground that such Party was responsible for preparing these Terms and Conditions or any part thereof. These Terms and Conditions shall be construed and enforced as a mutually prepared document.

28. SOPHISTICATED USER: Purchaser represents, warrants and covenants that it is a sophisticated and experienced user of the Products it is purchasing from Howard and fully and completely understands the dangers associated with and is knowledgeable of the manner and method of installation, operation, maintenance and repair of the Products.

29. DESIGN AND EFFICIENCY: In the event that the Federal Government or any State Government enacts any laws or regulations or if any rules or regulations are promulgated by any department, agency, or bureau of the Federal Government or State Government that impact or affect the design or efficiency of the functions of any transformer (hereinafter "Modification") manufactured by Howard, Howard reserves the right, at its sole discretion and/or before the designated or required date to have implemented any Modification, to redesign and/or implement any Modification and to charge the Purchaser any resulting price increase for Modification to any transformer being manufactured by Howard for the Purchaser. Purchaser agrees to pay Howard the full amount of any resulting price increase.

30. ACCEPTANCE/ENERGIZATION: Notwithstanding any provision of these Terms and Conditions, any Contract, any Purchase Order, Order, Statement of Work or any related documents to the contrary or in conflict herewith , energization of any Products purchased from Howard constitutes Purchaser's (i) covenant and warrant that it has examined and tested the Products to its full and complete satisfaction; (ii) acceptance of said Products; (iii) approval that said Products are fit and suitable for Purchaser's intended purpose and use; and (iv) approval of the use of said Products in Purchaser's electrical generation plants or facilities; electrical substation plants, or facilities; electrical transmission lines or facilities; or electrical distribution systems or facilities.

31. BINDING AUTHORITY: Howard may only be legally bound or obligated by written document executed by (i) a corporate officer of Howard or (ii) a Howard employee that has been authorized and directed in writing by a corporate officer of Howard to act on behalf of Howard regarding specifically described Contracts, Terms and Conditions, Quotes, Bids, or Requests for Quotes. Neither Howard's representatives, agents nor distributors are employees of Howard, but rather they are independent contractors and as such do not have any authority to legally bind Howard in any manner. Any Purchaser having any concern as to whether a specific person, company or entity has legal authority to bind Howard should contact Howard's Vice President of Marketing at 601-425-3151 or jward@howard-ind.com.

32. NOTICE: All notices, demands or other communications given hereunder must be in writing and may be personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, or by facsimile transmission or similar written means of communication, addressed to Howard's Vice President of Marketing at Howard Industries, Inc. P.O. Box 1588, Laurel, MS 39441 or by e-mail to jward@howard-ind.com, or personally delivered to Howard's Vice President of Marketing at 3225 Pendorf Road, Laurel, MS and if to Purchaser, to Purchaser at the addresses provided in Purchaser's Purchase Order, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication will be deemed to have been given and will be effective upon actual receipt by the receiving Party.

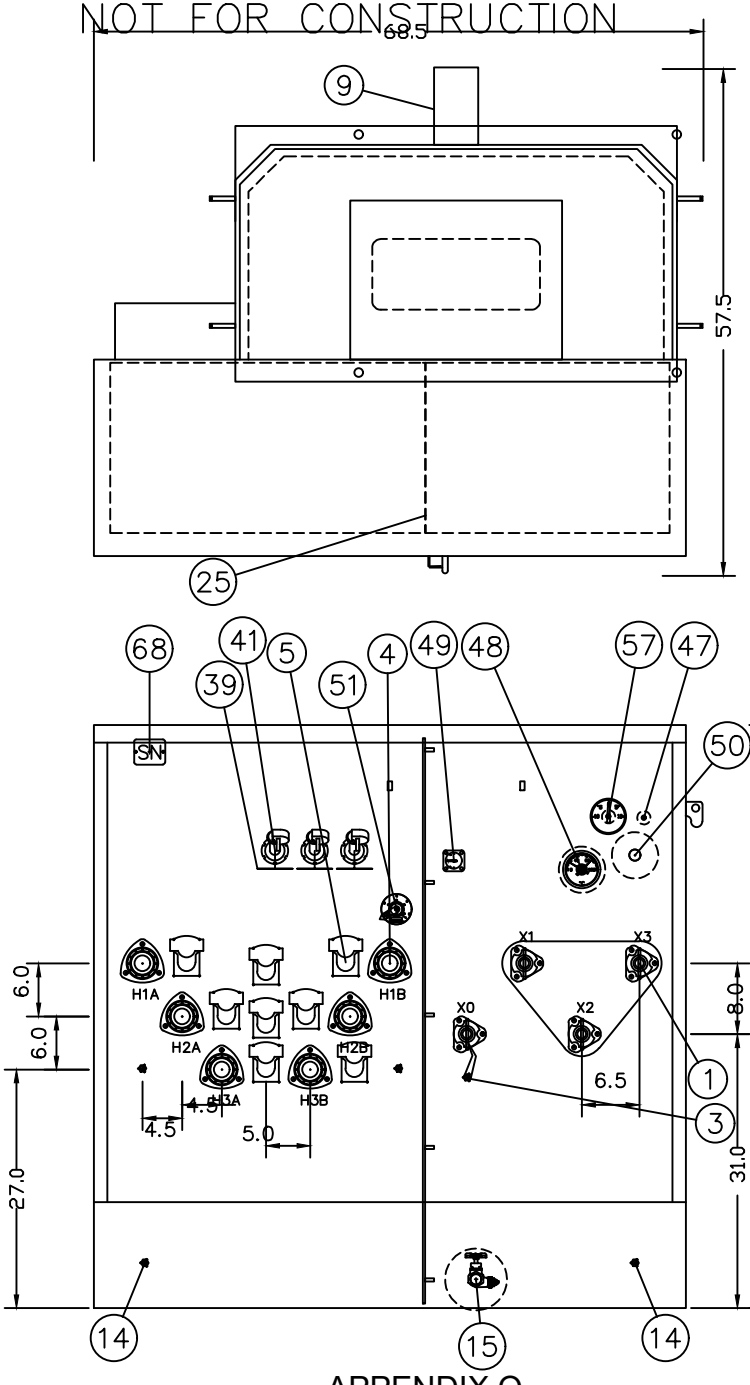
33. CAPTIONS AND SECTION HEADINGS: Captions and section headings are for convenience only and are not part of these Standard Terms and Conditions and will not be used in construing it.

	DESCRIPTION
1	LV BUSHING & 8-HOLE SPADE
3	1/2-13 GROUND PAD
4	HV LB INSERT UNIV 95 BIL 200A
5	3.95" LOADBREAK PARKING STAND
7	NP ON DOOR
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	1/2-13 GROUND PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	CLIP ON DRIP SHIELD
41	BAYONET FUSE HOLDER
47	PRV VIAT 301-010-01N
48	DIAL THERM W/MAX POINTER
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
51	TAP CHANGER HANDLE
57	PRES VAC GAUGE
68	SERIAL NAMEPLATE

	SPECIAL NOTES
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9180298013001	
DWG BY:	ME	DATE: 08/24/26
APP BY:		CC. 745

NOT FOR CONSTRUCTION



DWG NO. ME8013001	
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER : QUOTES	
SPEC. H.I. STD.	DATED
KVA 300.0 BIL 95 TAPS TS-2 ABOVE 2 BELOW	
HIGH VOLTAGE 12870	
LOW VOLTAGE 208Y/120	
APPROX. CORE AND COIL WEIGHT	1906
APPROX. TANK AND ACCESS. WEIGHT	953
GAL. OF OIL 206; APPROX. WEIGHT	1546
APPROX. TOTAL WEIGHT	4405

REV.	DATE	DESCRIPTION	BY / APP
A			

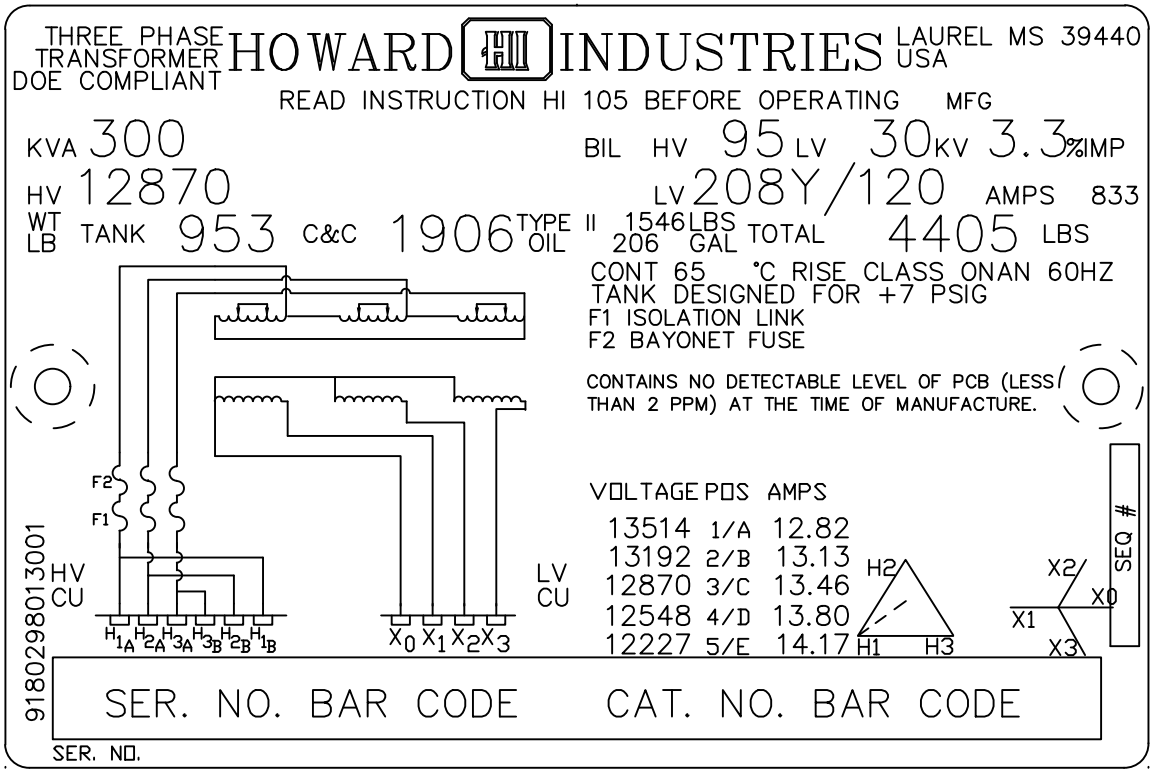
NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

ME8013001

APPENDIX O

NO. ME8013001



REV	DATE	REVISION	BY	APP

APPENDIX O

HOWARD INDUSTRIES INC.
LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

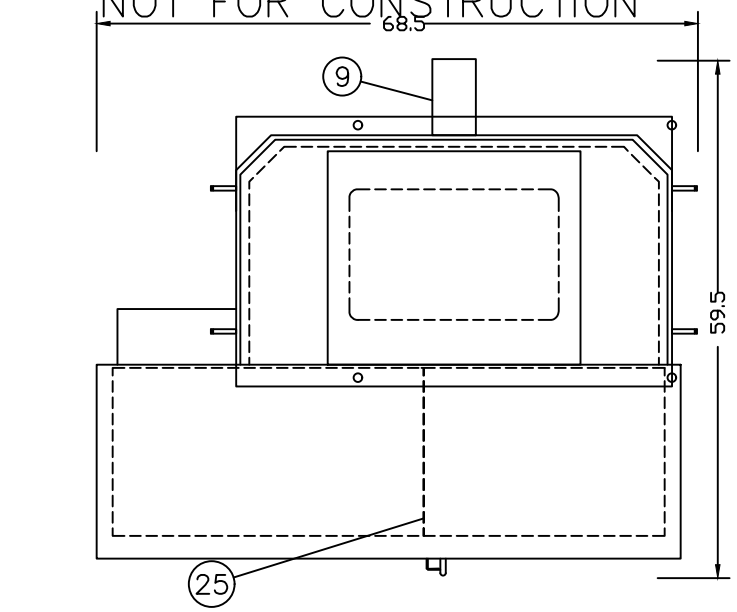
NAME:	LASER NAME PLATE – 2026	CC	857
DESCR:	LF/TP/2FUSE/ D–Y		
ID 3SME0136	DWG: ME8013001		
SCALE 1.000	DWG BY	CHK BY	DATE 08/24/26

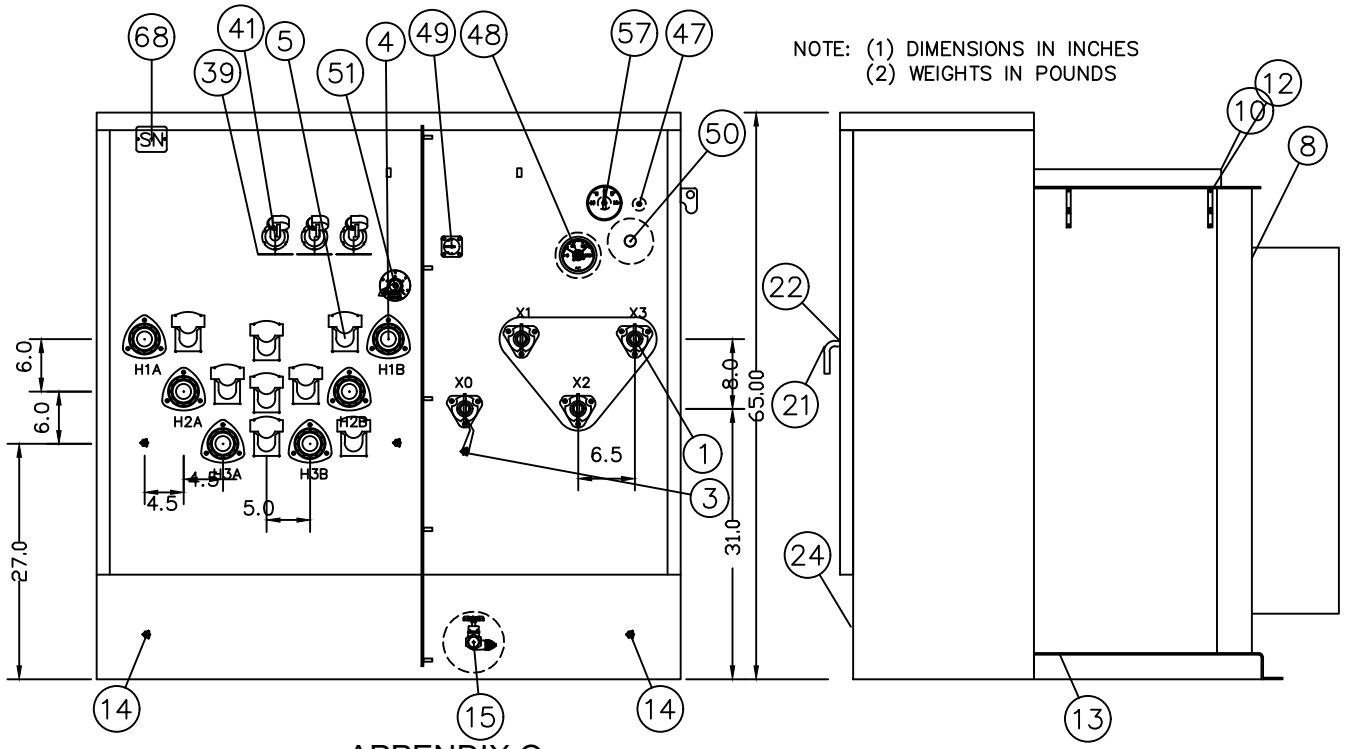
	DESCRIPTION
1	LV BUSHING & 8-HOLE SPADE
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4	HV LB INSERT UNIV 95 BIL 200A
5	3.95" LOADBREAK PARKING STAND
7	NP ON DOOR
8	TANK
9	COOLING RADIATORS
10	HANDHOLE & SECURITY COVER
12	LIFTING LUGS
13	JACKING PROVISIONS
14	1/2-13 GROUND PAD
15	1 IN DRAIN VALVE AND SAMPLER
21	PADLOCKABLE DOOR HANDLE
22	3 PT LATCH PENTA SEC BOLT
24	12 IN REMOVABLE SILL
25	METAL LV-HV BARRIER
39	CLIP ON DRIP SHIELD
41	BAYONET FUSE HOLDER
47	PRV VIAT 301-010-01N
48	DIAL THERM W/MAX POINTER
49	2" MAGNETIC LL GAUGE
50	OIL LEVEL PLUG
51	TAP CHANGER HANDLE
57	PRES VAC GAUGE
68	SERIAL NAMEPLATE

	SPECIAL NOTES
A	BAY-O-NET FUSE
B	ISOLATION LINK FUSE
C	
D	
E	

CAT NO	9180298013002	
DWG BY:	ME	DATE: 08/24/26
APP BY:		CC. 745

NOT FOR CONSTRUCTION





DWG NO.	ME8013002
HOWARD INDUSTRIES INC.	
LAUREL, MISS. USA 39440	
THREE PHASE PAD DISTRIBUTION TRANSFORMERS	
CUSTOMER :	QUOTES
SPEC. H.I. STD.	DATED
KVA	300.0BIL 95 TAPS TS-2 ABOVE 2 BELOW
HIGH VOLTAGE	12870
LOW VOLTAGE	208Y/120
APPROX. CORE AND COIL WEIGHT	1990
APPROX. TANK AND ACCESS. WEIGHT	963
GAL. OF OIL	211 ; APPROX. WEIGHT 1583
APPROX. TOTAL WEIGHT	4536

REV.	DATE	DESCRIPTION	BY / APP
A			

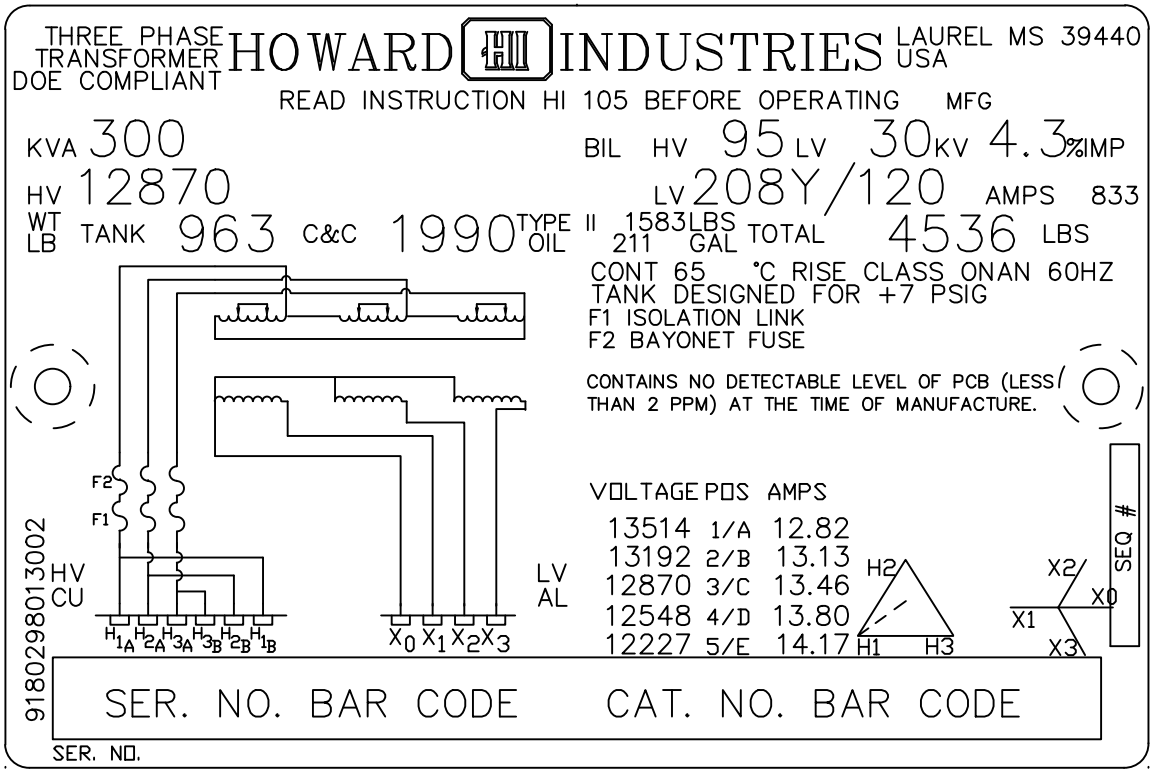
NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

ME8013002

APPENDIX O

NO. ME8013002



REV	DATE	REVISION	BY	APP

APPENDIX O

HOWARD INDUSTRIES INC.
LAUREL, MISS. USA 39440
MFG. OF DISTRIBUTION TRANSFORMERS

NAME:	LASER NAME PLATE – 2026	CC	857
DESCR:	LF/TP/2FUSE/ D–Y		
ID 3SME0236	DWG: ME8013002		
SCALE 1.000	DWG BY	CHK BY	DATE 08/24/26

BORDER STATES

Quote

Quote: 28666812
Sold-To Acct #: 135258
Valid From: 08/28/2026 **To:** 09/04/2026
PO No: 300 KVA
Payment Terms: NET 30 DAYS

Border States - JAC
1645 North Parkway
JACKSON TN 38301
Phone: 731-423-0071

Created By: Nick Anderson
Tel No: 731-868-7257
Fax No:

TUPELO WATER & LIGHT
PO Box 588
TUPELO MS 38802-0588

Inco Terms:
PPA PREPAID & ALLOW FREIGHT

Ship-to:
TUPELO WATER & LIGHT
320 N FRONT ST
TUPELO MS 38804-4014

Cust Item	Item	Material MFG - Description	**Quantity**	Price	Per	UoM	Value
	000010		**2** EA	23,358.31	/ 1	EA	46,716.62

- QRKG791 3 PH TRANSFORMER
Capacity - kVA: 300
Primary Voltage: 12870 delta
Secondary Voltage: 120/208y
Details: Winding Material for Primary & Secondary: Must be Copper
Description: 300 KVA
THREE PHASE PAD TRANSFORMER
12870 DELTA - 208Y/120
13522/13192/12870/12548/12234 in HV
Loopfeed,Six HV Bushing, Staggered LV
Bayonet Exp. Fuse + ISO Link
Dead Front,Specific Dims,Staggered LV
NO LOAD LOSSES-467, LOAD LOSSES-2434, TOTAL LOSSES-2901
IZ PCT: 3.82 EXC PCT: 2
Accessories:
TYPE ONAN, 95 KV BIL
20 INCH DEEP CABINET, TEMP. RISE: 65°C
Paint Finish: Munsell 7GY 3.29/1.5 Padmount Green
DOE 2016 Standard Compliant Design
Standard Liquid Level Gauge HJ INT005-001
Handhole 8" x 19"
200 Amp HV Bushing well removable stud 35 kV
8 holes-Blade type 3300A - LV Bushing
Standard Pressure Relief Valve
Thermometer HJ
Dual Sensing Expulsion Fuse
ISO Link
Vacuum Pressure Gauge HJ
1 inch Drain Valve with 3/8 inch sampler in LV
Warning Decal Per Nema fig. 1
Danger Decal Per Nema fig. 2
Standard Nameplate
Flapper Valve
HJ-Enterprises GRD Connector #10 to #2 AWG
Jacking facilities
Oil ASTM Type II
Horizontal bar of RUNNER
Vertical bar of RUNNER

LEAD TIME: 22 WEEKS

Border States - JAC
1645 North Parkway
JACKSON TN 38301
Phone: 731-423-0071

617

Quote

Cust Item	Item	Material MFG - Description	**Quantity**	Price	Per	UoM	Value

Given the ongoing and constantly changing status of the epidemic/pandemic situations, such as coronavirus, around the world, including emerging
governmental restrictions, Seller assures Buyer that Seller are staying abreast of the situation across the globe. The impacts of these situations
cannot reasonably be determined at this time; however, Seller will keep Buyer aware of any developments that may impact timing, schedules, pricing
or other aspects of our contract. While Seller does not propose to make changes now, Seller#s proposal did not consider the impacts of the
coronavirus or any other epidemic/pandemic situation and may need to be adjusted; we will determine what (if any) changes we may need at the
time of the award and will work with customer to ensure mutual agreement.
Prolec GE designs, manufactures and test transformers in accordance with the latest applicable sections of ANSI, NEMA and IEEE Standards. We take exceptions to all other codes and standards.
Prolec GE quoted based on BOM of the transformer stated on an email. Without any Specification or Drawing Prolec GE will provide standard impedance & losses values.
Features not specifically documented in above bill of materials should not be assumed to be included. If required, please clarify with your Customer Support Engineer properly.
Spare Parts and Installation: Unless specifically stated otherwise, this quotation does not include any field related labor or materials such as but
not limited to delivery, storage, handling, installation, grounding, field testing, cleaning, adjusting, training/demonstration, coordination studies,
startup, special tools, spare parts, etc.
Transformers are tested according to ANSI Standard Test Code for Transformers C57.12.90

Total $			46,716.62
State Tax $	0.000 %	0.00	
County Tax $	0.000 %	0.00	
Local Tax $	0.000 %	0.00	
Other Tax1 $	0.000 %	0.00	
Other Tax2 $	0.000 %	0.00	
Other Tax3 $	0.000 %	0.00	
Tax Subtotal $	0.000 %		0.00
Net Amount $			**46,716.62**

To access Border States Terms and Conditions of Sale, please go to
https://www.borderstates.com

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of Invoice based upon the material purchased, quantity purchased, and delivery location.

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

X Nicholiss Anderson

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: KIM HANNA, CFO

DATE 09/01/2026

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

Request:

COUNCIL MEMBER JANET GASTON

COUNCIL MEMBER NETTIE DAVIS

COUNCIL MEMBER TRAVIS BEARD

CHECK INFORMATION FOR COUNCIL MEETING
September 1, 2026

FUND	-CHECK NUMBERS
POOL CASH **EFT** **TWL ADJUSTMENTS**	**ID-443296-444546** **50004536-50004573**

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET