

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, AUGUST 4, 2015

6:00 P.M.

INVOCATION: COUNCILWOMAN NETTIE DAVIS

PLEDGE OF ALLEGIANCE: COUNCILMAN BUDDY PALMER

CALL TO ORDER: PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT OF AGENDA AND AGENDA ORDER

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS

JS 4.2 RECOGNITION OF CITY EMPLOYEES

4.3 PUBLIC RECOGNITIONS

4.4 REMARKS BY U. S. REPRESENTATIVE TRENT KELLY

JS 4.5 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A PROPOSED CITY OF TUPELO BUDGET
FOR FISCAL YEAR BEGINNING OCTOBER 1,
2015, AND ENDING SEPTEMBER 30, 2016

5.1.B LOT MOWING OF PROPERTIES

5.2 CITIZENS' HEARINGS

5.2.A DISCUSSION REGARDING HOMELESS
POPULATION IN THE CITY --- BROOKE MAGERS

5.2.B DISCUSSION REGARDING MISSISSIPPI STATE FLAG

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)

6. ACTION AGENDA

- SH 6.1 REVIEW/ADOPT DEVELOPMENT CODE TEXT AMENDMENTS
- KH 6.2 REVIEW/APPROVE RESOLUTIONS FOR GRANTING AD VALOREM TAX EXEMPTIONS TO THE FOLLOWING COMPANIES:
- (A) LEGGETT & PLATT, Inc., COMPONENT COMPANY #0011
- (B) LEGGETT & PLATT, Inc., COMPONENT COMPANY #0341

(NOTE: THESE TWO ITEMS WERE TABLED AT THE CITY COUNCIL MEETING OF JULY 21, 2015)

7. ROUTINE AGENDA

- 7.1 REVIEW/ APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING OF TUESDAY, JULY 21, 2015
- 7.2 REVIEW/PAY BILLS
- KH 7.3 REVIEW/APPROVE FY 2015 BUDGET REVISION #10
- KH 7.4 REVIEW/APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR DAYBRITE PROJECT
- KH 7.5 REVIEW/APPROVE SELECTION OF ENGINEERING RFP FOR DAYBRITE CDBG PROJECT (NOTE: PROPOSAL FOR YOUR REVIEW IS IN COUNCIL CLERK'S OFFICE.)
- KH 7.6 REVIEW/ APPROVE ENGINEERING CONTRACT WITH COOK COGGIN FOR DAYBRITE CDBG PROJECT
- KH 7.7 REVIEW/ APPROVE THREE RIVERS ADMINISTRATION CONTRACT FOR CDBG PROJECT
- KH 7.8 REVIEW/ APPROVE FOLLOWING DA YB RITE CDBG PROCEDURAL RESOLUTIONS:
- (A) REVIEW/APPROVE CODE OF STANDARDS OF CONDUCT RESOLUTION
- (B) REVIEW/APPROVE SECTION 3 PLAN RESOLUTION AND ACTION PLAN
- (C) REVIEW/APPROVE RESOLUTION GOVERNING MINORITY BUSINESS ENTERPRISE/WOMEN'S BUSINESS ENTERPRISE POLICY (D) REVIEW/APPROVE FAIR HOUSING RESOLUTION

- SH 7.9 REVIEW/APPROVE LISTING OF LOT MOWING OF PROPERTIES
- SH 7.10 REVIEW/APPROVE RESOLUTIONS ADJUDICATING COST AND ASSESSING
LIENS AGAINST REAL PROPERTY (LOT MOWINGS)
- CN 7.11 REVIEW/APPROVE GRANT AGREEMENT FOR TUPELO AIRPORT AUTHORITY
- JT 7.12 REVIEW/ AWARD/REJECT BID FOR TUPELO WATER & LIGHT DEPARTMENT
- JT 7.13 REVIEW/APPROVE CHANGE ORDERS FOR FOLLOWING:

(A) TUPELO SRF FY13 SEWER SYSTEM IMPROVEMENTS – AREA 1-
BEECH SPRINGS – CHANGE ORDER NO. 2
(B) TUPELO SRF FY13 SEWER SYSTEM IMPROVEMENTS – AREA 2 NORTH –
INDIAN HILLS – CHANGE ORDER NO. 1
(C) TUPELO SRF FY13 SEWER SYSTEM IMPROVEMENTS – AREA 3 – AUBURN
CHANGE ORDER NO. 1
- CW 7.14 REVIEW/ AWARD/REJECT BID FOR TUPELO PUBLIC WORKS DEPARTMENT
- AF 7.15 REVIEW/APPROVE AGREEMENT BETWEEN CITY OF TUPELO AND BLUE
SOMBRERO FOR USE OF SOFTWARE BY TUPELO PARKS AND RECREATION
DEPARTMENT

(MATERIAL ON FILE IN COUNCIL CLERK’S OFFICE FOR REVIEW.)

8. STUDY AGENDA

(NO ITEMS)

9. ADJOURNMENT

5.1.A

PUBLIC HEARING NOTICE

A public hearing will be held on August 4, 2015 to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget of the City of Tupelo for the fiscal year beginning October 1, 2015 and ending September 30, 2016. The meeting will be held at 71 East Troy, 2nd Floor Council Chambers at 6:00 p.m. All interested citizens are encouraged to attend and comment.

7-22-15

PUBLIC HEARING NOTICE

A public hearing will be held on August 4, 2015 to provide the general public with an opportunity to comment on the taxing and spending plan incorporated in the proposed budget of the City of Tupelo for the fiscal year beginning October 1, 2015 and ending September 30, 2016. The meeting will be held at 71 East Troy, 2nd Floor Council Chambers at 6:00 p.m. All interested citizens are encouraged to attend and comment.

7-29-15

S.Z.A

CITY OF TUPELO
CITIZEN HEARING REQUEST
COUNCIL CLERK - 662-840-2578, FAX 662-840-2579

Any citizen of the City, business owner or property owner within the City may request that a matter be placed on the agenda for the purpose of bringing a matter before the City Council for subsequent Council action provided that he or she submits a written and signed request to the Council President or the Mayor describing the nature of his or her request. Such request must be received before 5:00 p.m. on Thursday prior to the next scheduled Council meeting. Presentation of a citizen's request shall be limited to (5) minutes.

Name Brooke Magers Phone #: 662-397-9521
Street 2500 Hampton Avenue
City, state, zip: Tupelo, MS 38801

BUSINESS OWNER:

Name of Business: _____

PROPERTY OWNER: Michael Alfred
Address: 2500 Hampton Avenue Tupelo, MS 38801

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

Discuss a plan/resolution on the homeless in Tupelo. They have been made to retrace from the bridge and now have no where to go. We need to help them help themselves provide an area they can go.

SIGNATURE: Brooke Magers

Form must be signed and faxed to 662-840-2579 or scanned and e-mailed to glenda.muse@tupeloms.gov

5, 2, B

CITY OF TUPELO
CITIZEN HEARING REQUEST
COUNCIL CLERK - 662-840-2578, FAX 662-840-2579

Any citizen of the City, business owner or property owner within the City may request that a matter be placed on the agenda for the purpose of bringing a matter before the City Council for subsequent Council action provided that he or she submits a written and signed request to the Council President or the Mayor describing the nature of his or her request. Such request must be received before 5:00 p.m. on Thursday prior to the next scheduled Council meeting. Presentation of a citizen's request shall be limited to (5) minutes.

Name Jarrod Baker _____ Phone #: 662-400-9827
Street 213 Road 1650 _____
City, state, zip: Tupelo, MS. 38804 _____

BUSINESS OWNER:
Name of Business: _____

PROPERTY OWNER:
Address: _____

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

I would like to speak before the city council, concerning the MS. State flag.

SIGNATURE:  _____

Form must be signed and faxed to 662-840-2579 or scanned and e-mailed to glenda.muse@tupeloms.gov

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Agenda: Development Code Text Amendments
Date: July 15, 2015

The first set of amendments are to Chapters 2 and 4, relating to the definitions and zoning treatment of activities that have been referred to in the past as 'group homes', 'assisted living facilities', and 'halfway houses'. Because of the difficulties we encountered in using the code's current language, and also to reflect the current thinking on how these uses may lawfully be regulated, we are proposing to get rid of the old terminology and adopt new names and definitions. These have been developed with the help of City Attorney Ben Logan, who will probably have some additional recommendations on this issue.

The proposal is to use the term 'congregate living' to describe various kinds of residential occupancy that are distinguished from conventional 'single family' residential occupancy. Federal case law has established that using the relationships among people within a residence to treat related and unrelated people differently can be a form of housing discrimination. Therefore we are taking the definition 'family' out of the code and changing the names and definitions of other terms that use family relationships as a criterion. Instead, we are focusing on whether there are services provided at a residential location by caretakers or staff of any kind, or by a third party arranging placement of individuals in congregate living settings.

Three levels of such 'congregate' living are recognized. Level 1 replaces the old 'group home' term with its provision for situations where a group of handicapped individuals share a home. (Again, federal case law

prohibits discrimination against people classified as handicapped, so this language needs to be replaced.) Level 2 replaces the 'assisted living' term and makes this category consistent with the state Department of Health classification of facilities that do or do not require licensing. Level 3 takes the place of what was previously called 'halfway house'. These facilities provide housing for people coming out of the correctional system, or referred by the courts as an alternative to confinement.

There have been some policy changes in the state and federal levels that appear to be causing an increase in the number of residential properties occupied by groups of unrelated adults. The issues involved in classifying and regulating these uses relate both to the protection of residential neighborhoods from quasi-commercial uses and to the need to find appropriate locations for community placement of people who previously had been living in institutional settings. From the point of view of the neighborhoods, it is noted that congregate living arrangements can often result in a larger number of adults per unit than is typical for household occupancy. More adults residing in a house are likely to generate more traffic and parking issues, and in some cases there may be second hand smoke effects. Also, fire protection considerations suggest the need to be able to identify facilities occupied by an unusually high number of adults. The transient nature of congregate occupancy does not contribute to desirable residential character of the neighborhoods, nor does the use of residential properties as facilities where services are rendered above and beyond the provision of housing.

Along with changing the definitions, we have also adjusted the zoning treatment to address the number of zoning districts where such facilities may be located. In order to more effectively identify these facilities as they seek to locate, we will be adapting the language on our application for residential rental licenses to ask the necessary questions to distinguish congregate living facilities from other residential situations, and to refer these to the right zoning districts.

Also in chapter 2, we are tweaking the definition of a 'junkyard' to make sure that it includes car junk yards; we had someone try to argue that their junkyard was going to be a 'recycling and salvage' facility, so we're making sure the definition explicitly includes car junkyards.

The zoning use classification 'life care community' is to be incorporated into Chapter 4. The code had a definition of this use but it had been left out of the chapter on zoning districts.

In Chapter 5, another neighborhood has asked for an overlay district. This will be for the Winfield neighborhood off North Thomas Street. They made some of their own additions to the standards that are a little different from the first overlay districts but which reflect the specific characteristics of their area. The Planning Committee did not approve this overlay district.

In chapter 6 we are bringing back some language from the previous code that restricts the use of manufactured buildings to places that actually sell such buildings, for storage, or as a short term replacement of a facility that is destroyed or damaged by a disaster but needs to be back in service (such as a school classroom).

In chapter 7 there is another provision brought back from the old code, to restrict fences in residential front yards to decorative types, not chain link.

A number of changes are proposed to the standards for parking requirements: we are removing those standards that base parking on the number of employees, since that number may be unknown at the time plans are submitted and is difficult to verify. Basing parking requirements on the size or capacity of buildings is a more practical method.

Staff proposed to amend the section on political signs, to no longer require permits or restrict how early they start going up, because of the difficulty of enforcing these requirements consistently. The Planning Committee did not approve this change, leaving the political sign section as it is.

7.1

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 21, 2015

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, July 21, 2015, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by Councilman Beard, followed by the Pledge of Allegiance led by Councilman Lynn Bryan.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Buddy Palmer called the regular City Council meeting to order at 6:00 p.m.

IN THE MATTER OF CONFIRMATION OR

AMENDMENT OF AGENDA AND AGENDA ORDER

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order, amended as follows:

DELETE: Routine Item #7.8 Request to Surplus Vehicle and Dispose

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No city employees were present for recognition.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

Councilwoman Davis – Announced that Schneider Electric will host a Tupelo Minority Business Contractor Symposium on Monday, July 27, 2015, at the BancorpSouth Arena. The meeting will be held from 5:30 – 8:00 p.m. The session will include various training and networking opportunities for contractors and individuals to connect with potential employers and support organization.

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Councilwoman Davis – Thanked everyone for giving support to her nephew who had recently held a book signing at Reed’s Book Store.

Councilman Jennings – Expressed appreciation to the City of Tupelo for furnishing ice cream to neighborhoods as they celebrated a “night-out” recently.

Councilman Palmer – Commended Hope Church for hosting a “Night of Honor” that recognized the men and women of the Tupelo Police Department.

IN THE MATTER OF PRESENTATION OF AWARD TO TUPELO WATER AND LIGHT DEPARTMENT

Representatives of Tennessee Valley Authority were present and presented a plaque to Johnny Timmons, Manager of the Tupelo Water and Light Department, for the City of Tupelo having been named the No. 1 performing local power company out of 155 power companies across the Valley as to percentage of sales. The Tupelo Valley Authority is in the midst of an energy efficiency campaign and this is quite an honor to have been named No. 1 out of such a large number. Mr. Timmons expressed appreciation to Tennessee Valley Authority for giving Tupelo the tools to make this kind of thing happen and thanked them for their assistance.

IN THE MATTER OF MAYOR’S REPORT

Following are excerpts from Mayor Shelton’s report for this meeting:

... Plant-a-Seed Reception will be held Thursday, July 23, 2015, at 3:00 p.m. in City Council Chambers. Plant-a-Seed is ending its summer session and this will show appreciation both to them and the many City Departments who help make the program such a success.

... NEWMS is conducting a class in Council Chambers, City Hall Building, on Saturday, July 25, 2015, from 9:00 a.m. to 3:30 p.m. Teen Success Skills is subject of the class featuring speakers Rubye Del Harden, Joy Ballard and Sheriff Jim Johnson, among others.

... “Movie in the Park” is scheduled for Saturday night, July 25, 2015, beginning at approximately 8:30 p.m. at Ballard Park.

... The Opening Ceremony for Tupelo Public School District is scheduled for Tuesday, July 28, 2015, at 8:00 a.m. at the High School Performing Arts Center. Mayor Shelton will give the welcome on this occasion.

... The unveiling of a heritage marker is set for Tuesday, July 28, 2015, at 2:00 p.m. at First Baptist Church. This marker is a part of the Civil War Trail project.

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... Congratulated Councilman Buddy Palmer on having been elected President of the Tupelo City Council for the coming year.

(President Palmer then closed the regular meeting and opened the Public Agenda.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A PUBLIC HEARING REGARDING LOT MOWINGS

No one appeared to address this matter.

5.1.B PUBLIC HEARING REGARDING DEVELOPMENT CODE AMENDMENTS

The following individuals addressed the City Council voicing their support in favor of the proposed Tupelo Development Code Amendments. A petition signed by a large group of residents/owners of homes in the Audubon Woods area of Tupelo was presented to the City Council:

Dr. Ben Hilbun, 1906 Pheasant Run; Mr. Robert Pilgrim, 1907 Pheasant Run;

Mrs. Melissa Sullivan, 1853 Cla-Wood

5.2 CITIZEN'S HEARING

5.2.A Mrs. Mary Thomas, 2667 Edgemont Circle, Tupelo, Mississippi, appeared before the City Council requesting that conversations begin among Tupelo city leaders to take down the State flag and fly only the American flag at all City facilities. Councilman Jennings thanked her for speaking out on this issue, stating he should have already done so.

(President Palmer closed the Public Agenda and the City Council returned to regular session.)

6. ACTION AGENDA

Begins on next page.

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IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO
BMW OF NEW ALBANY, LLC

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to approve a Resolution of the City Council of the City of Tupelo, Mississippi, Granting Exemption from Ad Valorem Taxes to BMW of New Albany, LLC. This company is hereby granted tax exemption from ad valorem taxes, except State and School District ad valorem taxes, for a period of ten (10) years, beginning January 1, 2015, subject to approval and certification by the Mississippi State Tax Commission. An executed copy of this resolution is attached to these minutes and incorporated herein as APPENDIX A.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO
COOPER TIRE & RUBBER COMPANY

Upon a motion by Councilman Beard and a second by Councilman M. Bryan, the council voted unanimously to approve a Resolution of the City Council of the City of Tupelo, Mississippi, Granting Exemption from Ad Valorem Taxes to Cooper Tire & Rubber Company. This company is hereby granted tax exemption from ad valorem taxes, except State and School District ad valorem taxes, for a period of ten (10) years, beginning January 1, 2015, subject to approval and certification by the Mississippi State Tax Commission. An executed copy of this resolution is attached to these minutes and incorporated herein as APPENDIX B.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO
HAWKEYE INDUSTRIES, INC.

Upon a motion by Councilman Jennings and a second by Councilman Whittington, the council voted unanimously to approve a Resolution of the City Council of the City of Tupelo, Mississippi, Granting Exemption from Ad Valorem Taxes to Hawkeye Industries, Inc. This company is hereby granted tax exemption from ad valorem taxes, except State and School District ad valorem taxes, for a period of ten (10) years, beginning January 1, 2015, subject to approval and certification by the Mississippi State Tax Commission. An executed copy of this resolution is attached to these minutes and incorporated herein as APPENDIX C.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO
LEGGETT & PLATT, INC., BRANCH #0011

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to table this item.

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IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO LEGGETT & PLATT, INC., BRANCH #0341

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to table this item.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO LEGGETT & PLATT, INC., BRANCH #4201

Upon a motion by Councilman Beard and a second by Councilman M. Bryan, the council voted unanimously to approve a Resolution of the City Council of the City of Tupelo, Mississippi, Granting Exemption from Ad Valorem Taxes to Leggett & Piatt, Inc., Branch #4201. This company is hereby granted tax exemption from ad valorem taxes, except State and School District ad valorem taxes, for a period of ten (10) years beginning January 1, 2015, subject to approval and certification by the Mississippi State Tax Commission. An executed copy of this resolution is attached to these minutes and incorporated herein as APPENDIX D.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION GRANTING AD VALOREM TAX EXEMPTION TO PRECISION MACHINE & METAL FABRICATION, INC.

Upon a motion by Councilwoman Davis and a second by Councilman Jennings, the council voted unanimously to approve a Resolution of the City Council of the City of Tupelo, Mississippi, Granting Exemption from Ad Valorem Taxes to Precision Machine & Metal Fabrication, Inc. This company is hereby granted tax exemption from ad valorem taxes, except State and School District ad valorem taxes, for a period of ten (10) years beginning January 1, 2015, subject to approval and certification by the Mississippi State Tax Commission. An executed copy of this resolution is attached to these minutes and incorporated herein as APPENDIX E.

7. ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, July 7, 2015.

IN THE MATTER OF REVIEW/PAY BILLS

Councilman Jennings moved to approve payment of the following checks; the motion was seconded by Councilman Whittington and unanimously approved by a vote of the council. Bills had been reviewed at 4:30 p.m. by Council Members Whittington, Beard, Davis and Palmer:

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Check Nos. 317431 through 317792 (Pool Cash Fund)

Electronic transfers as shown on the face of the docket.

Invoices as shown on the face of the docket.

Requests made by AFLAC to reimburse employees under Flex-One Plan

As shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE APPOINTMENT TO TUPELO AIRPORT AUTHORITY

Mayor Shelton had submitted a request to the City Council recommending approval of the appointment of Mr. Larry Decker to serve on the Tupelo Airport Authority. Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the appointment of Mr. Decker to serve on the Authority. A copy of his bio is attached to these minutes and incorporated herein as APPENDIX F.

IN THE MATTER OF REVIEW/APPROVE SELECTION OF ENGINEERING REQUEST FOR PROPOSALS FOR KELLEX DIP PROJECT

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve the three-member committee's recommendation of Engineering Solutions, Inc. for engineering services for the Kellex DIP Project. The committee had met on July 9, 2015, to review three proposals and the committee selected ESI as the company best suited for the project. In June, the City Council had approved a Development Infrastructure Project grant agreement with the Mississippi Development Authority for funding for roof repairs at Kellex which occupies a city-owned building at 115 Industrial Drive. A copy of the proposal submitted by Engineering Solutions, Inc. is attached to these minutes and incorporated herein as APPENDIX G.

IN THE MATTER OF REVIEW/RATIFY ENGINEERING SERVICES CONTRACT FOR KELLEX PROJECT

Upon a motion by Councilman M. Bryan and a second by L. Bryan, the council voted unanimously to ratify an Agreement for Engineering Services contract between the City of Tupelo, Mississippi, and Engineering Solutions, Inc. to make roof repairs and improvements to the Kellex Seating building which is a public-owned building. This project is partially funded through a \$250,000 Development Infrastructure Program Grant, and the remainder of the cost will be borne by Kellex. See the previous minute entry for more details regarding this project. A copy of the Agreement is attached to these minutes and made a part hereof as APPENDIX H.

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IN THE MATTER OF REVIEW/RATIFY MISSISSIPPI FORESTRY COMMISSION GRANT CONTRACT

Terri Blissard, Grant Administrator, had submitted to the Mayor and City Council a Mississippi Forestry Commission Grant Contract for \$20,000 in Urban and Community Forestry grant funding from the Mississippi Forestry Commission (MFC). This funding will be applied to a GIS-based tree canopy inventory and assessment project to be conducted by the Public Works Department with assistance from Plan-It Geo, a forestry consulting firm which has done similar work for other government entities across the country.

The City is required to provide a one-to-one match for the MFC grant. To meet the match requirement, the Public Works Department will plant and mulch at least seventy 3.5"-caliper trees from the tree farm in City rights-of-way. The value of the installation of the trees, along with a fee reduction from Plan-Geo, will satisfy the match requirement so the City will not have to budget for a cash match.

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to ratify the Contract for Grant Implementation of Urban Forest Challenge Grant: Mississippi Forestry Commission – USDA Forest Service Grant ID #14-DG-11083128-001 between the Mississippi Forestry Commission and the City of Tupelo, Mississippi. An executed copy of the Contract is attached to these minutes and incorporated herein as APPENDIX I.

IN THE MATTER OF REVIEW/APPROVE PLAN-IT GEO CONTRACT FOR PROFESSIONAL SERVICES

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to approve a professional services contract between the City of Tupelo and Plan-It Geo, LLC, for a tree canopy assessment and tree inventory management software. The contract is for \$20,000 and is funded through a Mississippi Forestry Commission Urban & Community Forestry Grant. (See previous minute entry.) According to a memorandum dated July 15, 2015, from Terri Blissard, Grant Administrator, Plan-It Geo has provided similar services for government entities across the country, including DeSoto County and the City of Jackson. The company will collaborate with the Tupelo Public Works Department to implement the scope of the work shown in the contract.

An executed copy of this contract is attached to these minutes and made a part hereof as APPENDIX J.

IN THE MATTER OF REVIEW/APPROVE INTENDED USES OF STORM SHELTERS

Tupelo Fire Chief Thomas Walker had submitted a letter dated July 14, 2015, as explanation of intended uses of Monolithic Storm Shelters being constructed in the City of Tupelo. Chief Thomas' letter is based on a third-party inspection of the design plan criteria for these shelters, and the letter

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in particular addresses the non-requirement of a sprinkler and fire alarm system in these storm shelters. Chief Thomas cites the 2012 International Fire Code and various discussions of the matter to define the intended use of the buildings and to use as the basis for his decision.

Upon a motion by Councilman M. Bryan and a second by Councilman L. Bryan, the council voted unanimously to approve Chief Walker's letter dated July 14, 2015, as to intended uses of storm shelters and the non-requirement of a sprinkler and fire alarm system in these buildings. A copy of the same is attached to these minutes as APPENDIX K.

IN THE MATTER OF REVIEW/APPROVE LOT MOWING LIST

Councilman Whittington moved to approve a listing of lot mowings dated July 21, 2015, which had been submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman M. Bryan and unanimously passed by a vote of the council. A public hearing had been held on this matter earlier in the council meeting with no one appearing to address the issue. A copy of the listing is attached to these minutes and made a part hereof as APPENDIX L.

IN THE MATTER OF REVIEW/APPROVE NETWORK FLEET PILOT PROGRAM CONTRACT WITH VZW (VERIZON) SUBJECT TO MANDATORY ADDENDUM TO CITY OF TUPELO CONTRACTS

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve a Network Fleet Pilot Program Contract between the City of Tupelo and VZW (Verizon). The main user of this Fleet Website will be the Tupelo Public Works Department and the duration of the pilot program is sixty (60) days. The contract is subject to the mandatory addendum to City of Tupelo Contracts which is attached to the same as Exhibit A. A copy of the contract is attached to these minutes and made a part hereof as APPENDIX M.

IN THE MATTER OF REVIEW/APPROVE LIST OF VEHICLES TO BE ACCEPTED AS UNMARKED POLICE VEHICLES

This item was tabled at the July 7, 2015, regular City Council meeting and upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to bring the matter off the table for consideration at this time.

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to delete this item from the agenda.

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IN THE MATTER OF REVIEW/APPROVE RESOLUTION AUTHORIZING USE OF SPECIFIED, UNMARKED POLICE VEHICLES BY THE TUPELO POLICE DEPARTMENT

The Tupelo Police Department had submitted a Resolution providing a listing of vehicles and requesting that the same be approved for use as unmarked police vehicles. The resolution cites State statute providing that governing authorities of any municipality may authorize the use of specified, unmarked police vehicles when identifying marks would hinder official criminal investigations by the police. Upon a motion by Councilman M. Bryan, seconded by Councilman Beard, the council voted unanimously to approve said Resolution and authorize the listed vehicles for use as unmarked police vehicles by the Tupelo Police Department. An executed copy of the Resolution is attached to these minutes and incorporated herein as APPENDIX N.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION AUTHORIZING USE OF SPECIFIED, UNMARKED POLICE VEHICLES BY THE NORTH MISSISSIPPI NARCOTICS UNIT

The Tupelo Police Department had submitted a Resolution providing a listing of vehicles and requesting that the same be approved for use as unmarked police vehicles. The resolution cites State statute providing that governing authorities of any municipality may authorize the use of specified, unmarked police vehicles when identifying marks would hinder official criminal investigations by police. The Tupelo Police Department is a municipal law enforcement agency in the County of Lee, State of Mississippi, serving as the host agency for the North Mississippi Narcotics Unit. The NMNU is a multi-jurisdictional drug enforcement task force, serving nine agencies, and does use specified unmarked vehicles in instances where such identifying marks will hinder official investigations.

Upon a motion by Councilman M. Bryan and a second by Councilman L. Bryan, the council voted unanimously to approve said Resolution and authorize the listed vehicles for use as unmarked police vehicles by the North Mississippi Narcotics Unit. An executed copy of the Resolution is attached to these minutes and incorporated herein as APPENDIX O.

IN THE MATTER OF REVIEW/APPROVE RESOLUTION TO SURPLUS DAMAGED VEHICLE

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve a resolution submitted by the Tupelo Police Department requesting approval of the City Council to declare a certain vehicle as surplus and used for repair parts. Any remaining parts will be sold for scrap. The vehicle has engine damage and said vehicle is no longer useable and repair costs are not feasible. The vehicle referred to is a 2012 Dodge Charger VIN: 2C3DXAG1CH240345. Engine repair parts will exceed \$7,000.00 (not including labor) which will exceed estimated value of the car. A copy of the executed resolution is attached to these minutes as APPENDIX P.

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 21, 2015

IN THE MATTER OF REVIEW/APPROVE RESOLUTION TO SURPLUS TORNADO DAMAGED VEHICLE

Chief Aguirre of the Tupelo Police Department submitted a Resolution to Surplus Tornado Damaged Vehicle and requested that the City Council declare the same as surplus and sold for scrap. This vehicle was damaged by a tornado on April 28, 2014, and is no longer useable by the Department. The vehicle referenced is a 2000 Ford Crown Victoria, VIN: 2FAFP71WO1X129138, Asset #G06038. Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve the Resolution declaring this vehicle as surplus and to be sold as scrap. An executed copy of this document is attached to these minutes as APPENDIX Q.

IN THE MATTER OF REVIEW/APPROVE CONTRACT BETWEEN TUPELO WATER AND LIGHT DEPARTMENT AND ONLINE UTILITY EXCHANGE

Upon a motion by Councilwoman Davis, seconded by Councilman M. Bryan, the council voted unanimously to approve a Subscriber Service Agreement between Tupelo Water and Light Department and ONLINE Utility Exchange, subject to the Mandatory Addendum to City of Tupelo Contracts. ONLINE Utility Exchange will furnish services to the Water and Light Department involving the supply of business and consumer information, consumer reports, credit worthiness scores, fraud detection, information pertaining to unpaid utility bills and other services that may become available. This agreement is for a period of twelve (12) months. An executed copy of this Agreement is attached to these minutes and made a part hereof as APPENDIX R.

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TRAFFIC COMMITTEE MEETING

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to accept the minutes of the Traffic Committee meeting of July 14, 2015, a copy being attached to these minutes as APPENDIX S.

IN THE MATTER OF REVIEW/APPROVE SRF SANITARY SEWER SYSTEM IMPROVEMENTS AND WWTP ADDITIONS

Upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to adopt an Ordinance to Provide for the Collection of User Charges from Users of the Public Sewage Works. According to a memorandum dated July 15, 2015, from Johnny Timmons, Manager, Tupelo Water and Light Department, to the Mayor and City Council, this ordinance is required by Mississippi Department of Environmental Quality (MDEQ) to show financial viability of the above referenced projects (SRF FY 13 Sanitary Sewer System Improvements and WWTP Additions) under the current rates. The ordinance has been reviewed and approved by officials of MDEQ. An executed copy of the ordinance is attached to these minutes and made a part hereof as APPENDIX T.

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 21, 2015

IN THE MATTER OF REVIEW/APPROVE WRITE-OFF OF TUPELO WATER & LIGHT COLLECTIONS TO BAD DEBT FILE

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to approve the write-off of a listing of Tupelo Water & Light Collections accounts to the bad debt file. The total amount of the write-off is \$59,486.80, representing a percentage of loss of .00175% for the period January 2014 through June 2014. Efforts will continue to be made to collect these accounts even though they have been transferred.

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING

Upon a motion by Councilwoman Davis, seconded by Councilman M. Bryan, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meeting of June 8, 2015, a copy being attached hereto as APPENDIX U.

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING

Upon a motion by Councilwoman Davis, seconded by Councilman M. Bryan, the council voted unanimously to accept the minutes of the Planning Committee meeting of July 6, 2015, a copy being attached hereto as APPENDIX V.

8. STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS DEVELOPMENT CODE TEXT AMENDMENTS

Upon the request of two council members, this item will be moved to the next agenda. A work session is planned for discussion of the matter before the next regular City Council meeting.

9. EXECUTIVE SESSION

Councilwoman Davis moved to close the regular meeting to determine the need for an executive session, and the motion was seconded by Councilman L. Bryan. However, City Attorney Logan stated there was no need for an executive session at this time, and the council remained in open meeting.

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 21, 2015

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Beard and a second by Councilman Jennings, the council voted unanimously to adjourn the regular meeting at 6:45 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

7.3

City of Tupelo
Fy 2015 Budget Revision #10

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 2015 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	6,917,304		6,917,304
Licenses & Permits	912,000		912,000
Intergovernmental Revenues	23,554,768	1,061,103	24,615,871
Charges for Services	744,500		744,500
Fines & Forfeits	1,092,000		1,092,000
Interest Income & Misc. Revenues	688,505	1,000,000	1,688,505
Other Financing Resources	81,310		81,310
Unreserved Fund Balance	1,695,000	-	1,695,000
Total General Fund Revenues	35,685,387	2,061,103	37,746,490

Purpose: To budget for the CDBG grant for the Daybrite Project (996,103)
To budget for the grant from the MS Forrestry Commission (20,000)
To budget for the matching portion of the Phillips CDBG Grant (1,000,000) provided by Phillips-Daybrite.

Expenditures:

City Council

Personnel	238,767		238,767
Supplies	1,500		1,500
Other Services & Charges	206,650		206,650
Capital	2,500	-	2,500
Total City Council	449,417	-	449,417

Purpose:

Executive Dept.

Personnel	593,643		593,643
Supplies	26,100		26,100
Other Services & Charges	326,250		326,250
Capital	1,000	-	1,000
Total Executive Dept.	946,993	-	946,993

Purpose:

City Court

Personnel	652,136		652,136
Supplies	20,500		20,500
Other Services & Charges	107,284		107,284
Capital	2,238	-	2,238
Total City Court	782,158	-	782,158

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	699,652		699,652
Supplies	17,450		17,450
Other Services & Charges	325,824		325,824
Capital	84,516	-	84,516
Total Budget & Accounting	1,127,442	-	1,127,442

Purpose:

<u>Personnel Dept.</u>			
Personnel	221,678		221,678
Supplies	4,600		4,600
Other Services & Charges	30,944		30,944
Capital	-	-	-
Total Personnel Dept.	257,222	-	257,222

Purpose:

<u>Development Services</u>			
Personnel	1,146,168	-	1,146,168
Supplies	42,500		42,500
Other Services & Charges	73,891		73,891
Capital	5,000	-	5,000
Total Development Services	1,267,559	-	1,267,559

Purpose:

<u>Police Dept</u>			
Personnel	7,241,111		7,241,111
Supplies	690,311		690,311
Other Services & Charges	1,624,677		1,624,677
Capital	275,461	-	275,461
Total Police Dept.	9,831,560	-	9,831,560

Purpose:

<u>Fire Dept</u>			
Personnel	5,246,694		5,246,694
Supplies	241,420		241,420
Other Services & Charges	351,378		351,378
Capital	3,300	-	3,300
Total Fire Dept.	5,842,792	-	5,842,792

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,841,851		2,841,851
Supplies	432,100		432,100
Other Services & Charges	2,009,276		2,009,276
Capital	5,000	-	5,000
Total Public Works	5,288,227	-	5,288,227
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,563,951		1,563,951
Supplies	411,000		411,000
Other Services & Charges	845,654		845,654
Capital	10,000	-	10,000
Total Parks & Rec	2,830,605	-	2,830,605
Purpose:			
<u>Aquatics Facility</u>			
Personnel	352,499		352,499
Supplies	94,700	11,000	105,700
Other Services & Charges	261,500	39,139	300,639
Capital	4,500	-	4,500
Total Aquatics Facility	713,199	50,139	763,338
Purpose:			
<u>Museum</u>			
Personnel	107,436		107,436
Supplies	10,500		10,500
Other Services & Charges	35,850		35,850
Capital	-	-	-
Total Museum	153,786	-	153,786
Purpose:			
Community Services	1,540,424	2,061,103	3,601,527
Purpose: To budget for storm damage expenses incurred in the current fiscal year (45,000). To budget for the Phillips Daybrite CDBG Project (1,996,103). To budget for the MS Forestry Grant expenses (20,000).			
Debt Service	262,315	-	262,315
Other Financing Uses	4,341,549	-	4,341,549
Purpose:			
Reserves	50,139	(50,139)	-
Total General Fund Expenditures	35,685,387	2,061,103	37,746,490

Voting

Councilman Mike Bryan
Councilman Markel Whittington
Councilman Lynn Bryan
Councilman Travis Beard
Councilman Nettie Davis
Councilman Buddy Palmer
Councilman Willie Jennings

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

#7.4

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard *TB*

Date: July 28, 2015

Re: Approval of Community Development Block Grant (CDBG)

Please find attached for your approval a grant contract from the Mississippi Development Authority for CDBG funding in the amount of \$996,103 for roof repairs at Daybrite.

The grant requires a one-to-one match, which will be provided by Daybrite.

Please let me know if you have any questions.

MISSISSIPPI DEVELOPMENT AUTHORITY

SUBGRANT SIGNATURE SHEET

**501 North West Street, 5th Floor (zip: 39201) • Post Office Box 849 (zip: 39205)
Jackson, Mississippi**

<p>1. Recipient's Name, Address, and Telephone Number</p> <p>City of Tupelo 71 East Troy Street Tupelo, Mississippi 38804 662.841.6513</p> <p>Duns #083267666</p> <p>CCR: 4BS47</p> <p>Fiscal Year 9/30</p>	<p>2. Effective Date: June 29, 2015</p> <p>3. Subgrant Number: 1131-14-366-ED-01</p> <p>4. Grant Identifier: (Funding Source & Year) CDBG 2014 CFDA # 14.228</p>								
<p>5. Project Description:</p> <p>The scope of work for this project is to grant CDBG funds as specified under "Federal" in section eleven (11) of this contract to be used for Building Improvements as specified in the approved CDBG application and stated in additional supporting data contained in the application files.</p>	<p>6. Beginning and Ending Dates: June 29, 2015 to June 29, 2017</p> <p>7. Subgrant Payment Method: Current Needs</p>								
<p>8. Number of Permanent, Full Time Jobs to be Created: 50</p> <p>City of Tupelo, the Subgrantee herewith commits to the Community Services Division, Mississippi Development Authority to the National Objective for this Community Development Block Grant project, which is making at least fifty-one percent (51%) of these jobs to be created by Philips Day-Brite, Incorporated available to persons of low- and moderate-income as indicated in the agreement between Pontotoc County <i>City of Tupelo</i> and the industry on October 31, 2014.</p>	<p>9. Page 1 of 25</p> <p>10. National Objective: Low/Moderate Income</p> <p>11. The following funds are obligated:</p> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">Federal</td> <td style="text-align: center;">Other</td> </tr> <tr> <td style="text-align: center;">\$996,103</td> <td style="text-align: center;">\$1,000,000</td> </tr> </table>	Federal	Other	\$996,103	\$1,000,000				
Federal	Other								
\$996,103	\$1,000,000								
<p>12. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement:</p> <table style="width:100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> General Terms and Conditions</td> <td><input checked="" type="checkbox"/> State of Mississippi Community Development Block Grant Assurances</td> </tr> <tr> <td><input checked="" type="checkbox"/> Special Conditions</td> <td><input checked="" type="checkbox"/> Budget</td> </tr> <tr> <td><input checked="" type="checkbox"/> Section Three Requirements</td> <td><input checked="" type="checkbox"/> Special Provisions Stipulated by HUD</td> </tr> <tr> <td><input checked="" type="checkbox"/> Financial Management, Report and Recordkeeping</td> <td><input checked="" type="checkbox"/> Federal Labor Standards Provisions</td> </tr> </table> <p>All policies, terms, conditions, and provisions of the current notebooks entitled <i>Community Development Block Grant Program</i>, <i>CDBG Implementation Manual</i>, and <i>CDBG Policy Statements</i> are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.</p>		<input checked="" type="checkbox"/> General Terms and Conditions	<input checked="" type="checkbox"/> State of Mississippi Community Development Block Grant Assurances	<input checked="" type="checkbox"/> Special Conditions	<input checked="" type="checkbox"/> Budget	<input checked="" type="checkbox"/> Section Three Requirements	<input checked="" type="checkbox"/> Special Provisions Stipulated by HUD	<input checked="" type="checkbox"/> Financial Management, Report and Recordkeeping	<input checked="" type="checkbox"/> Federal Labor Standards Provisions
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<input checked="" type="checkbox"/> Financial Management, Report and Recordkeeping	<input checked="" type="checkbox"/> Federal Labor Standards Provisions								
<p>13. Approved for Contractor:</p> <div style="text-align: center;">  <hr/> <p>Signature</p> </div> <div style="text-align: center;"> <p><i>7/22/15</i> Date</p> </div> <p>Name: Steven C. Hardin</p> <p>Title: Director Community Services Division</p>	<p>14. Approved for Subgrantee:</p> <div style="text-align: center;"> <hr/> <p>Signature</p> </div> <div style="text-align: center;"> <hr/> <p>Date</p> </div> <p>Name: Jason Shelton</p> <p>Title: Mayor City of Tupelo</p>								

GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under The Housing and Community Development Act of 1981 - Public Law 97-35), and as amended by the Housing and Urban-Rural Recovery Act of 1983, to the above mentioned recipient, in accordance with the plan set forth in the application of the above mentioned recipient and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's Block Grant Program Final Statement, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

Application of the Mississippi Employment Protection Act of 2008. All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program. Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the recipient to the provisions of this contract shall be considered invalid, and the Mississippi Development Authority reserves the right not to reimburse the recipient for any expenses or costs associated with such an unauthorized change or amendment.

The Mississippi Development Authority reserves the right to withhold grant funds or to terminate this contract for cause, if the recipient fails to fulfill in a timely and proper manner the obligations under this contract or if the recipient should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the recipient of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon completion, and the recipient further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the State will not provide additional funding. The recipient agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the recipient.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the recipient, and received in the office of the Mississippi Development Authority.

Subgrantees are prohibited from contracting with or making sub awards to parties that are suspended or debarred or whose principals are suspended or debarred by any federal agency, the Mississippi Development Authority (MDA), or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

Paper checks will be mailed to the local unit of government (grantee). If you would like to continue receiving a paper check, there is no action required. However, if you would like electronic access, you must register with the Mississippi Department of Finance and Administration, Vendor Services, PayMode (<http://portal.paymode.com/ms/>). After the completion of the PayMode registration, please complete the IRS Form W-9 referencing the grant number and submit immediately in order to prevent delays in processing your payments. Please submit all the required information to the **Mississippi Development Authority, Attention: Community Services Division, Post Office Box 849, Jackson, Mississippi 39205.**

The recipient is responsible for full implementation of the project activities described in the CDBG application and incorporated herein by reference. If, for any reason whatsoever, the recipient does not adhere to the commitments as contemplated in this contract and related documents, the recipient will reimburse the Mississippi Development Authority the amount as set out below:

1. In the event that the business benefitting from the CDBG improvements fails to meet the minimum of fifty-one percent (51%) of the new jobs created or retained being filled by or made available to persons from low to moderate income families, the recipient shall be responsible for repayment of the total amount of CDBG funds expended on the project.
2. If the business benefitting from the CDBG improvements fails to create **50** full-time equivalent jobs as indicated in the Memorandum of Agreement, but does provide at least fifty-one percent (51%) of the jobs created to persons from low to moderate income families, the recipient will reimburse the Mississippi Development Authority a pro rata share of the amount contemplated by this agreement. The reimbursement amount will be arrived at by multiplying the difference between the total number of jobs projected to be created and the number of actual jobs created by the cost per job, which is **nineteen thousand nine hundred and twenty three dollars (\$19,923)**. The cost per job is derived by dividing the CDBG award amount by the total number of jobs projected to be created.
3. Should the recipient fail to fully implement all facets of the project, or should the business benefitting from the CDBG improvements fail to locate to or remain in operation at the CDBG assisted site until all project terms and conditions have been met and the CDBG subgrant agreement has been closed out, the recipient shall be responsible for repayment of the total amount of CDBG funds expended on the project.

Debarment and Suspension of Sub-recipient. The Mississippi Development Authority (MDA), Community Services Division (CSD) must ensure that Sub-recipients (Local Units of Government and Non-Profit Agencies) of federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549 and per OMB A-102. MDA/CSD has performed the required due diligence by verifying the SAM.GOV database to ensure at pre-award that all sub-recipients have met this certification. In the event that a Sub-recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MDA/CSD may pursue available remedies, including suspension and/or debarment or termination of the existing grant agreement.

SPECIAL CONDITIONS

ECONOMIC DEVELOPMENT

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE COMMUNITY SERVICES DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY.

A. Resolution

The Subgrantee shall submit to the Community Services Division, Mississippi Development Authority, a copy of the official minutes containing the resolution which must state firm commitment to the National Objective for this Community Development Block Grant project.

B. Corporate Status

The business shall provide evidence that it is either a Mississippi corporation or qualifies with the Secretary of State's Office as a business or corporation authorized to conduct business in the State of Mississippi.

C. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

D. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

E. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

F. Railroad Improvements

If applicable, prior to the release of CDBG funds for rail spur, railroad crossing, and/or railroad signalization construction, plans and specifications must be approved Community Services Division, Mississippi Development Authority, the Department of Transportation, and the operating railroad company.

G. Environmental Clearance

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided unless the Division Director authorizes a waiver. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. Only Application Prep cost shall be paid by CSD prior to environmental clearance.

II. OTHER SPECIAL CONDITIONS

A. Job Applicant Survey

The Job Applicant Survey shall be completed on all applicants for employment by the Subgrantee. The survey provides information on family income and Fair Housing/Equal Opportunity data.

B. Job Creation Assessment on Public Improvements

The Subgrantee shall comply with the regulations on providing the availability of at least fifty-one percent (51%) of the jobs to persons of low- and moderate-income. The cost per job given in the assessment affects compliance by other businesses as described in 24 CFR, Part 570, specifically page 1947, of the Federal Register dated January 5, 1995 detailing the CDBG State Program and any amendments thereto.

C. Memorandum of Agreement

The Memorandum of Agreement signed by the Subgrantee and the participating business / industry is incorporated by reference herein and made a part hereof.

D. Slum and Blight Projects

CDBG Projects designed to prevent or eliminate slum and blight conditions shall not be required to comply with the National Objective of benefiting low- and moderate-income persons.

E. Fair Housing Plan

The Subgrantee shall have on file a document for promoting fair housing.

F. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

G. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

H. Application

The application and all supporting documentation are incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

I. Budget Revision Acceptance

The Subgrantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Subgrantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

J. Audit

The Subgrantee shall be responsible for providing a copy of the audit of this project to the Mississippi Development Authority, Community Services Division.

K. Program Income

If any program income is generated as a result of CDBG funds, the subgrantee shall return these funds to the Mississippi Development Authority. However, 570.489 (e)(2)(v)..."proceeds received from the sale of real property acquired or improved in whole or part with CDBG funds will not be considered program income if the proceeds are received more than 5 years after expiration of the grant agreement and are, therefore, exempt from being tracked."

L. In-Kind Services

If applicable, any in-kind services to be performed by the Subgrantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

M. Leveraged Funds

CDBG funds must be drawn down in proportion with matching funds for each activity as applicable.

N. Third Party Contracts

1. Right to Audit

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring that (i) each such Participating Party keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and (ii) any duly authorized representative of the Community Services Division, Mississippi Development Authority, the U.S. Department of Housing and Urban Development (HUD), and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

2. Access to Project

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Community Services Division, Mississippi Development Authority, the U.S. Department of Housing and Urban Development (HUD), and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant. Records shall be retained for at least three years following the close-out of the project.

O. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

P. Section Three Employment Requirements

It is the responsibility of the local government to comply with the Section Three employment requirements as required by federal regulations.

Q. Termination for Cause

All contracts between the subgrantee and third party should contain a "termination for cause" clause. A basis for termination for cause can be suspension and debarment.

R. Cost Overruns

The Subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Subgrantee.

S. Close-out Package

Within 30 days after the completion of all activities or 60 days after the expiration of the grant agreement, the subgrantee must submit a complete and acceptable close-out package.

T. Other Special Conditions

All other Special Conditions shall be found in the applicable annex(es) of this contract and shall be binding herewith.

U. Request for Cash

When submitting a request for cash, the subgrantee must provide the Request for Cash form sheet and the CDBG Consolidated Support Sheet. Drawdowns should be made only in the amount necessary to meet current disbursement needs. A zero balance must be maintained and funds disbursed within three (3) days.

V. Non-Performance Standard

If at the end of 12 months from the start of the contract period (as stated in Item 6 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Subgrantee can document circumstances beyond its control that prevented construction.

FINANCIAL MANAGEMENT, REPORTS AND RECORDKEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

- A. Access to Records and Facilities - The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.
- B. Audits and Monitoring - The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular A-133 or, if A-133 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular A-133.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

Failure to submit all Audit documentation by the required due dates may deem the Local Units of Government or Non-Profit Organizations in non-compliance with the Audit Requirements. **CSD may impose sanctions such as suspending payments of current grants until the Audit is received and/or the eligibility for future funding.**

- C. Procurement - The local unit of government must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

**SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. **Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. **Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. **Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

The Contracted Party will comply with section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or non-metropolitan county in which the section 3 covered assistance is expended and meet the definition of a low-or very low-income person as defined by HUD).

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current section 3 residents or were section 3 residents within 3 years of the date of first employment with the business concern; or 3) businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the two previous categories.

§ 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to insure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an application provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled, (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7 (b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to the Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119, Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

21. **Interest of Certain Federal Officers**

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise there from.

22. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

29. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Procurement

The subgrantee must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

34. Third-Party Contracts

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

35. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

36. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

**STATE OF MISSISSIPPI
COMMUNITY DEVELOPMENT BLOCK GRANT**

ASSURANCES

The applicant hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of applicant:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:
 - (1) Focusing attention on the environment and health conditions in minority and low-income communities; and

- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
 - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 85 and 24 CFR Part 87, as they relate to the application and use of federal funds.
- (i) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.
- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The recipient shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the recipient. Any recipient who is not the applicant shall comply with all lawful requirements of the applicant necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the recipient, is carried out in accordance with the applicant's assurances and certifications to comply with all applicable laws, regulations, and other requirements.
- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- (v) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.489 (d).
- (w) It will comply with the Part 85.31 regulating the acquisition & disposition of Real Property and Part 85.32 concerning acquisition & disposition of equipment.
- (x) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome Performance Measurements on an annual basis to MDA.

Federal Labor Standards Provisions

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

U.S. Department of Housing
and Urban Development
Office of Labor Relations

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Community Development Block Grant Program
Budget**

Applicant: City of Tupelo- Philips Day-Brite Inc.

Funding Year: 1131 Grant Year : 2014 Contract: 1131-14-366-ED-01

Description	MDA	IDIS	Other Funding Sources				Total
			CDBG	LOCAL	COMPANY		
Administration							
General Administration			\$ 35,000.00				\$ 35,000
Application Prep.			\$ 5,000.00				\$ 5,000
							\$ -
Subtotal (A)			40,000	0	0	0	\$ 40,000

Description	MDA	IDIS	Other Funding Sources				Total
			CDBG	LOCAL	COMPANY		
Econ. Dev							
Engineering			\$ 55,585.00				\$ 55,585.00
Contingency			\$ 74,112.00				\$ 74,112.00
Building Improvements			\$ 826,406.00	\$ 100,000.00			\$ 926,406.00
Building/Equipment					\$ 900,000.00		\$ 900,000.00
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
Subtotal (B)			\$ 956,103.00	\$ 100,000.00	\$ 900,000.00	\$ -	\$ 1,956,103.00
Grand Total (A + B)			\$ 996,103.00	\$ 100,000.00	\$ 900,000.00	\$ -	\$ 1,996,103.00

#7.5

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard *JB*

Date: July 28, 2015

Re: Committee Recommendation for Engineering Services for Daybrite CDBG Project

In accordance with Mississippi Development Authority requirements for HUD-funded projects, the City recently advertised for proposals from engineers interested in managing the Daybrite roofing project, which will be partially funded with a Community Development Block Grant.

Proposals were due by 5 p.m. on July 8, 2015. The three companies submitting timely proposals were:

- * Cook Coggin (with Pryor-Morrow as architect)
- * ESI
- * JBHM

A three-member committee met July 9, 2015, to review the proposals, and the committee selected Cook Coggin as the company best suited for the project. (Proposals are available for your review in both my office and the Council Clerk's office.)

I would like to request your approval of the committee's recommendation of Cook Coggin for engineering services for this project. If you concur with the recommendation, then the next step will be to proceed with a contract.

#2.6

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard JB

Date: July 28, 2015

Re: Engineering Services Contract for Daybrite CDBG Project

Please find attached a contract with Cook Coggin for engineering services for the Daybrite roofing project. I would like to request your approval of this contract.

The project is partially funded through a Community Development Block Grant, and the remainder of the cost will be borne by Daybrite.

If you have any questions, please let me know.

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between the City of Tupelo, Tupelo, Mississippi, hereinafter referred to as the Owner, and Cook Coggin Engineers, Inc., a Mississippi Corporation hereinafter referred to as the Engineers, on _____, 2015.

The Owner intends to construct Building Improvements (CDBG Project No. 1131-14-366-ED-01) on behalf of Philips Day-Brite Incorporated and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the project, as stated herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

That the Engineers shall furnish Engineering Services as follows:

1. The Engineers will sub-consult Architectural services to Pryor and Morrow Architects and Engineers, PA, Tupelo, MS and other sub-consultants as required to perform necessary services.
2. The Engineers will attend conferences with the Owner and other interested parties.
3. The Engineers will prepare the construction plans and specifications and contract documents.
4. The Engineers will make a cost estimate based on the construction plans and specifications. However, the Engineers do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
5. Prior to advertisement for bids, the Engineers will provide the necessary copies of plans, specifications, and contract documents for the Owner and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained.
6. The Engineers will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge for such copies. Upon award of each contract, the Engineers will furnish contract documents to the Owner for execution.
7. The Engineers will attend the bid opening and tabulate the bid proposals and make an analysis of the bids for the Owner's use in awarding the contracts for construction.
8. The Engineers will provide general construction overview of the work of the Contractor as construction progresses. Overview shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his

obligations and responsibilities under the construction contract. Specifically, but without limitation, overview by the Engineers shall not require the Engineers to assume responsibility for the means and methods of construction, nor for safety on the jobsite.

9. The Engineers will review necessary shop and working drawings furnished by the Contractor.
10. The Engineers will review the Contractor's monthly and final payments requests.
11. The Engineers will prepare a summary contract change order if required.
12. The Engineers will make final review of the completed construction and provide a written record of such to the Owner.
13. The Engineers further agree to obtain and maintain at Engineer's expense, such insurance as will protect them and the Owner from claims under the Workman's Compensation Act with respect only to Engineers' employees.

SECTION B - OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

1. The Owner shall provide access to and make all provisions for the Engineers to enter upon public and private lands as required for the Engineers to perform such work as surveys and inspections in the development of the Project; and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.
2. The Owner shall negotiate for land rights and easements as necessary.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

That the Owner shall compensate the Engineers for Engineering Services the sum of Fifty-Five Thousand Five Hundred Eighty-Five Dollars and no/100 (\$55,585.00).

1. A sum which equals sixty percent (60%) of the total compensation shall be paid after completion and submission of the construction plans, specifications, cost estimate, and contract documents to the Owner.
2. A sum equal to ten percent (10%) of the total compensation shall be paid immediately after the construction contracts are awarded.
3. A sum equal to thirty percent (30%) of the total compensation shall be paid on a periodic basis during the construction period on percentage ratios identical to those approved by the Engineers as a basis upon which to make partial payments to the Contractor.

SECTION D - ADDITIONAL ENGINEERING SERVICES

The Engineers shall furnish or obtain from others, Additional Services of the following types which are not considered normal or customary Services; these will be paid for by the Owner as indicated in Section E hereof. The Engineers will render to the Owner an itemized bill for such services separate from any other billing the same to be due and payable by the Owner to the Engineers on or before the 10th day of the month following submission of statement.

1. Services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, the Owner's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineers' control.
2. Engineering services in connection with change orders to reflect modifications in the ongoing project.
3. Additional or extended services during construction made necessary by prolongation of any prime contract by more than thirty days or acceleration of the work schedule involving services beyond normal working hours.
4. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
5. Other additional services performed or furnished by the Engineers not otherwise provided for in this Agreement.

SECTION E - SCHEDULE OF CHARGES FOR ADDITIONAL
ENGINEERING SERVICES FEE SCHEDULE
COOK COGGIN ENGINEERS, INC.

Principal Engineer	\$ 152.00	per hour
Sr. Professional Engineer	\$ 134.00	per hour
Professional Engineer	\$ 111.00	per hour
Engineer Intern	\$ 77.00	per hour
Engineer	\$ 87.00	per hour
Professional Land Surveyor	\$ 94.00	per hour
Professional Geologist	\$ 95.00	per hour
Geologist Assistant	\$ 60.00	per hour
Senior Civil Engineer Technician	\$ 76.00	per hour
Civil Engineer Technician	\$ 60.00	per hour
Sr. Designer	\$ 90.00	per hour
Designer	\$ 70.00	per hour
CADD (Operator)	\$ 57.00	per hour
Sr. Construction Administrator	\$ 78.00	per hour
Construction Administrator	\$ 65.00	per hour
Sr. Engineer's Representative	\$ 62.00	per hour
Engineer's Representative	\$ 55.00	per hour
Contract Administrator	\$ 52.00	per hour
Clerical	\$ 52.00	per hour
GIS Specialist	\$ 82.00	per hour
GPS/GIS Technician	\$ 55.00	per hour
Sr. Lab Technician	\$ 59.00	per hour
Field Technician	\$ 59.00	per hour
Lab Technician	\$ 46.00	per hour
Survey Crew Chief	\$ 54.00	per hour
Survey Crew Member	\$ 40.00	per hour
Strategic Client Representative	\$ 89.00	per hour
Boring Rig	\$ 129.00	per hour
Tank Climbing	\$ 134.00	per each
Passenger Vehicle Mileage	\$ 0.575	per mile
Boring Rig Mileage	\$ 2.00	per mile

Actual cost of special tests and services of special consultants plus 15%.

SECTION F - TERMINATION, ASSIGNMENT & SPECIAL PROVISIONS

The Owner and the Engineers further agree to the following conditions:

The attached mandatory addendum required by the Owner.

The completed tracings and master specifications sheets shall remain the property of the Engineers and reproductions of them in whole or in part shall not be used on additions to the project or on any other project except upon written agreement with the Engineers.

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party. In the use of pronouns throughout this agreements where appropriate, the singular shall include the plural, the plural the singular.

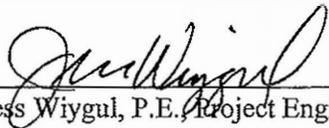
The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.

IN WITNESS WHEREOF, the Owner and the Engineer have executed this agreement as of the date first above written.

OWNER: City of Tupelo

ENGINEERS: Cook Coggin Engineers, Inc.

By: _____
Mayor Jason Shelton

By:  _____
Jess Wiygul, P.E., Project Engineer

ATTEST: _____
Kim Hanna, City Clerk, CFO

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____ . The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

1.7

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard JB

Date: July 28, 2015

Re: Approval of Three Rivers CDBG Administration Contract

Please find attached for your approval a contract from Three Rivers Planning & Development District for administration services for the Daybrite CDBG project.

CDBG projects are managed by local planning and development districts for a standard fee determined by MDA guidelines. This fee is paid with grant funds and will not be a cost for the City of Tupelo, but because the City is considered the grantee for the Daybrite CDBG, the Three Rivers administration contract must be approved by the City Council.

Please let me know if you have any questions.

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF TUPELO

AND

THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

This contract is made and entered into by and between the **CITY OF TUPELO**, hereinafter known as **Grantee**, and **Three Rivers Planning and Development District, Inc.**, hereinafter known as **District**, for certain professional services as more fully hereinafter set forth.

Grantee desires to engage the District to render certain professional services in connection with the **CITY OF TUPELO**, said services being more fully set forth in Section I of this Contract.

I. SCOPE OF SERVICES

The Grantee engages the District to provide such services as described in Appendices A and B entitled "Scope of Services", which are attached hereto.

II. PERIOD OF PERFORMANCE

The District shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" until the grant is officially closed out.

III. CONSIDERATION

The Consideration that shall be paid by Grantee to District for rendering of professional services, as set forth herein, shall be as follows:

A sum not to exceed Forty Thousand Dollars and no/100 (\$40,000.00).

IV. METHOD OF PAYMENT

The Consideration enumerated in Section III of this Contract entitled "Consideration" shall be paid to the District by the Grantee in accordance with Appendix C, provided District has satisfactorily provided the services so described in Section I.

V. TERMINATION OF CONTRACT

This Contract shall terminate upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by Grantee as provided for in Section III entitled "Consideration".

VI. UNILATERAL TERMINATION

If, through any cause, the District shall fail to fulfill in timely and proper manner, its obligations under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, all finished documents, data, and reports prepared by the District under this Contract shall, at the option of the Grantee, become the Grantee's property and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The District shall have the right to reproduce any of such documents and other materials.

Notwithstanding the above, the District shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of agreement by the District, and the Grantee may withhold payments to the District for the purpose of setoff until such time as the exact amount of damages due the Grantee from the District is determined.

VII. CHANGES

Any changes in the scope of services of the District to be performed hereunder, including any increase or decrease in the amount of the District's compensation and any change in the period of performance or any time limitation for submission of any required reports which are mutually agreed upon between the Grantee and District, shall be incorporated in written amendments to this Contract.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The District shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include but not be limited to the following: rates of pay, employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training (including apprenticeship), and participation in recreational and educational activities. The District agrees to

post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The District will in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. The District shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the U.S. Department of Housing and Urban Development may require.
- C. The District agrees to comply with such rules, regulations, or guidelines as the U.S. Department of Housing and Urban Development may issue to implement these requirements.

IX. CONFIDENTIALITY

Any reports, information, data, etc. given to or prepared or assembled by the District under this contract shall not be made available to any individual or organization by the Grantee without the prior written approval of the District.

X. PROFESSIONAL COMPETENCE

The District certifies that the professional staff assigned to perform the services identified in Section I, "Scope of Services", of this Contract collectively possess adequate professional proficiency for performing the work required.

XI. CONFLICT OF INTEREST

The District covenants that during the period to be covered by this Contract, the District shall have no interest directly or indirectly with respect to the Grantee that creates a conflict of interest. The District further covenants that in the performance of this Contract no person having such interest shall be employed. No member, officer, or employee of the District and no other public official who exercises any responsibilities or functions with respect to the Community Development Block Grant or this Contract during the tenure of this contract for one year thereafter shall have any direct or indirect interest in this Contract or the proceeds thereof. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom.

XII. RETENTION OF RECORDS

For a period of three years after final payment under this Contract, the District shall make all work papers, records, and other evidence of audit available to the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or other authorized parties. All authorized parties who are entitled to accession to these records shall also be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.

XIII. RIGHT TO AUDIT

The District shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds. Any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the District until the completion of all closeout procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

XIV. ACCESS TO PROJECT

The District agrees that any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the District is involved until the completion of all closeout procedures respecting this grant.

XV. ANTI-KICKBACK RULES

The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all other contracts or subcontracts covering work under this Contract to ensure compliance with such regulations.

XVI. COMPLIANCE WITH STATE AND LOCAL LAWS

The District agrees to comply with all applicable laws, ordinances, or codes of the State of Mississippi or the City of Tupelo in performing any of the work embraced by this contract. Referenced Appendix D.

XVII. EFFECTIVE DATE

The effective date of this contract shall be _____, 2015.
If any part of this Contract shall be judged invalid or void, then and in that event only, that part of the Contract shall fail and the remaining provisions shall remain in full force and effect.

WITNESS OUR HANDS, this the _____th day of _____, 2015.

CITY OF TUPELO

BY: _____
Jason Shelton, Mayor

ATTEST:

Kim Hanna, City Clerk

THREE RIVERS PLANNING AND
DEVELOPMENT DISTRICT, INC.

Vernon R. Kelley, III
Executive Director

ATTEST:

Wesley Bell
Project Manager

APPENDIX A

SCOPE OF SERVICES – DISTRICT

I. Administration/Management Services

The District shall provide services to include the following:

- Preparation of environmental review record and obtaining release of funds
- Establishing and maintaining a project record system for project with a duplicate set of records for Grantee
- Advising Grantee of state and federal requirements on procurement of professional services and contracting procedures
- Ensuring federal labor standards and laws are met
- Assisting the Grantee with state monitoring visits
- Preparation of required reports and requests for cash
- Advising on payment of bills
- Requesting budget modifications when necessary
- Preparing project closeout documents
- Providing overall program advisory assistance

APPENDIX B

SCOPE OF SERVICES – GRANTEE

The Grantee shall provide the following services in the implementation of the Tupelo Public Building Improvements CDBG:

- Provide individual(s) who will be responsible for general on-site administration required for day-to-day operations.
- Provide a bookkeeper who will maintain a complete set of books on the above described program.
- Keep a duplicate set of files to the District on every transaction, activity, or other work activity related to this program.
- Contract for other services not described in Appendices A and B (The District will not be responsible for advising the Grantee in proper advertising and selection procedures.) These other services may include such activities as:
 - ◆ Engineer and/or Architect
 - ◆ Legal Services
 - ◆ Audit
 - ◆ Construction
 - ◆ Demolition and Clearance Activities
 - ◆ Appraisals
 - ◆ Inspections (Rehabilitation Projects)

APPENDIX C

The Grantee shall pay the District, not to exceed the sum of Forty Thousand Dollars and no/100 (\$40,000.00), payable only from the CDBG grant funds approved for the Grantee for the satisfactory provision of services described in Appendix A, "Scope of Services". The District shall present invoices to the Grantee for administrative services commensurate with progress on the project (e.g., grant award; receipt of environmental clearance; quarterly during construction; and upon submission of project closeout package). Payment to the District shall be forthcoming upon invoice presentation within three days of the Grantee's receipt of cash requested from the Mississippi Development Authority.

APPENDIX D

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
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2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
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9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
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11. TUPELO does not agree to submit to binding arbitration.
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12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____ . The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

#1.8

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard

Date: July 28, 2015

Re: Daybrite CDBG Procedural Resolutions

Please find attached for your approval four procedural resolutions required by the Mississippi Development Authority as a condition of acceptance of CDBG funding. MDA requires re-adoption of these resolutions each time a CDBG project is granted.

- A. Code of Standards of Conduct Resolution – This is essentially a policy stating that the City of Tupelo will avoid conflicts of interest (as defined by HUD) in the administration and implementation of CDBG projects.
- B. Section 3 Resolution and Action Plan – This resolution and action plan are required under Section 3 of the Housing and Urban Development Act of 1968 to ensure that low-income residents and Section 3 businesses in the Lee County area are given the opportunity to participate as contractors or employees in CDBG projects. City efforts to recruit Section 3 workers must be documented and reported to MDA annually.
- C. MBE/WBE Resolution – This is a policy resolution stating that the City of Tupelo will actively recruit minority and women-owned business enterprises for participation in HUD-funded projects. As with Section 3, annual reports will be submitted to MDA documenting the City's efforts to involve MBE and WBE businesses in CDBG projects.
- D. Fair Housing Policy Resolution – Although the Daybrite project does not include any kind of housing component, the City is required to re-adopt a Fair Housing Policy in accordance with Title VI of the Civil Rights Act of 1964. The City originally adopted this policy many years ago, but as with the other resolutions, it must be re-adopted for each new CDBG project.

7.8.A

RESOLUTION

City of Tupelo, Mississippi

**CODE OF STANDARDS OF CONDUCT
(Local Units of Government, Institutions of Higher Education,
Hospitals, and Other Non-Profits)**

On this, the 4th day of August 2015, the above-named recipient of federal funds does hereby resolve to comply with regulations set forth in 24 CFR Part 85.36 (3) or 84.42, Section 92.356 of the Final Rule for Home Investment for Affordable Housing (whichever applies) and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to recipients' agreements. In resolving to comply with the above-stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors, subcontractors, or their agents.

Be it further resolved that the City of Tupelo, Mississippi, shall comply with the applicable requirements set forth in 24 CFR Part 84.44 or Part 85.36, OMB Circulars A-87, A-122, A-21, or A-133, and all relevant CSD Policy Statements.

The above Resolution was officially adopted and duly recorded in the minutes of the aforementioned recipient.

Jason Shelton, Mayor

Attest:

Kim Hanna, City Clerk

#7.8.B

RESOLUTION

**SECTION 3 PLAN RESOLUTION
City of Tupelo, MS**

WHEREAS, the City of Tupelo has been awarded a CDBG Economic Development application for 2014 funding from the Mississippi Development Authority, by virtue of this submission, if awarded, the City of Tupelo is required by the Mississippi Development Authority and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, if awarded, it is the intention of the City of Tupelo to implement its CDBG Economic Development projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Tupelo adopts the CDBG Economic Development Section 3 Plan, which is attached hereto as "Attachment A" and made a part hereof.

ADOPTED this the 4th day of August 2015.

CITY OF TUPELO, MISSISSIPPI

BY: _____
MAYOR, JASON SHELTON

ATTEST:

KIM HANNA, CITY CLERK



GRANTEE SECTION 3 ACTION PLAN*

The City of Tupelo agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for lower income residents of the Section 3 covered area *Lee County*, and increase the utilization of business concerns located within the Section 3 covered area *Lee County* or owned by Section 3 area residents.

A. To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.

B. To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.

C. To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.

D. To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.

E. To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan and to require the contractor to submit reports to document actual accomplishments.

F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.

G. To maintain records, including copies of correspondence, memoranda, reports, contracts, etc., which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.

H. To designate a local government official to coordinate implementation of this Section 3 Plan.

I. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

As the chief local official, I have read and fully agree to this Section 3 Action Plan and agree to actively pursue full implementation of this program.

Jason Shelton - Mayor

Date



1.8.C

RESOLUTION

City of Tupelo, Mississippi

MINORITY/WOMEN BUSINESS ENTERPRISES POLICY

The City of Tupelo will encourage the promotion and participation of Minority/Women Business Enterprises (MBE/WBE) in every aspect of its Community Development Block Grant projects. The City does hereby adopt the following requirements as a part of its MBE/WBE program goals: Public Law 95-507, Executive Order 11625, Executive Order 12432 (MBE), Executive Order 12138 (WBE), and the Mississippi Minority Business Enterprise Act of 1988.

The City of Tupelo further agrees to the following actions:

- A. Use the current Mississippi Minority Directory, a local minority directory developed by Three Rivers Planning and Development District, and other available lists as the City's local MBE/WBE Directory.
- B. Contact at least two minority/women-owned businesses by certified mail in an effort to solicit proposals or bids for CDBG activities.
- C. Maintain records to document the extent of MBE/WBE contracting and sub-contracting. The City will submit annual contract and subcontract activity reports to the Community Services Division of the Mississippi Development Authority in a timely manner.

The City hereby adopts the foregoing MBE/WBE Policy on this, the 4th day of August 2015.

JASON SHELTON, MAYOR

ATTEST:

KIM HANNA, CITY CLERK

7.8.D

RESOLUTION

City of Tupelo, Mississippi

FAIR HOUSING POLICY

It will be the policy of the City of Tupelo to promote Fair Housing in accordance with Title VI of the Civil Rights Act of 1964. It shall further be the policy of the City of Tupelo to prohibit discrimination or restriction of the marketing, sale, and availability of housing to any person based on race, sex, age, handicap, religion, or the presence of children in the household.

RESOLVED AND ORDERED BY THE TUPELO CITY COUNCIL on this, the 4th day of August 2015.

CITY OF TUPELO, MISSISSIPPI

JASON SHELTON, MAYOR

ATTEST:

KIM HANNA, CITY CLERK

LOT MOWING FOR PUBLIC HEARING

AUGUST 4, 2015

	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2	STATUS
14628	077K3503000	413 NORTH JOANN	WELLS FARGO BANK NA	8480 STAGE COACH CIRCLE	FREDERICK, MD 21701	AH
14635	077F2612800	1906 WEST JACKSON	TWIN PROPERTIES LLC	101 NORTH INDUSTRIAL	TUPELO, MS 38801	AH
14636	077L3604400	508 EXCHANGE S	MORRIS STAN R	226 CR 830	PLANTERSVILLE, MS 38862	
14638	113J0702500	1109 CHICKASAW TR	HU ZHONG HE & SUI YING CHEN	PO BOX 2037	STARKVILLE, MS 39759-2037	OH
14639	101M1217500	SOUTH GLOSTER	SONIC OF TUPELO I LLC	P O BOX 8999	COLUMBUS, MS 39705	AB
14640	101R1201301	SOUTH GLOSTER	MARK COMPANY LLC	DBA WEATHERS AUTO SUPP	PO BOX 2187	
14644	101R1213600	SOUTHRIDGE	HANCOCK L D FAMILY LLC	P O BOX 2203	TUPELO, MS 38803	VL
14653	077Q3606700	1307 BOGGAN	SUREMARK CAPITAL LLC	8180 E KAISER BLVD	ANAHEIM, CA 92808-2277	AH
14654	077Q3607400	301 SOUTH HIGHLAND	WILEMON R J	P O BOX 2639	TUPELO, MS 38803	VL
14655	077Q3614100	311 SOUTH SMITH	COLLINS JASON & HERBERT COLLINS	279 DR 600	TUPELO, MS 38801	VH
14656	077Q3609300	202 SMITH	BOWENS COREY Q & NICOLE	202 SMITH ST SOUTH	TUPELO, MS 38801	AH
14657	077Q3616100	111 SMITH	GARRISON FRANK	PO BOX 691	TUPELO, MS 38802	VH
14660	077Q3616300	1501 MAIN W	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	VH
14661	077Q3616500	1507 MAIN W	BELLAMARE DEVELOPMENT LLC	28 EASTBROOKE CIRCLE	MADISON, MS 39110	
14662	077P3506200	2225 WEST MAIN	SOLOMON PROPERTIES LLC	2522 SUMMERTREE DRIVE	TUPELO, MS 38801	
14687	077R3614403	395 MILFORD	YOUNG DARYL	3267 E CRAIGMONT	TUPELO, MS 38801	
14689	077R3614402	IDA	HUNTER & MORGAN LLC	P O BOX 2555	TUPELO, MS 38803	AB
14690	077R3614401	399 MILFORD	HUNTER & MORGAN LLC	P O DRAWER 67	TUPELO, MS 38802	AB
14691	077R3603000	120 MILFORD	RENICK DAVID M	2000 BALLARDSVILLE RD	FULTON, MS 38843	VL
14692	077R3603500	1129 BRYSON A	HALE WILLIAM F	771 HALE DR	TUPELO, MS 38801	VL
14693	077R3605100	119 MILFORD	JOHNSON GARY	118 CR 643	SHANNON, MS 38868	
14695	077R3603300	1135 BRYSON	YOUNG MAJOR R	2403 LAWNDAL	TUPELO, MS 38801	VH
14698	077R3602301	1128 BRYSON	HALE DEWAYNE L & PAMELA	4886 CROWELL DR	TUPELO, MS 38801	OH
14699	077R3602300	1130 BRYSON	ALMASRI ALI	1931 BRIAR RIDGE ROAD	TUPELO, MS 38804	OH
14700	078H2700678	2609 HUCKLEBERRY TR	WELLS FARGO BANK NA	8480 STAGE COACH CIRCLE	FREDERICK, MD 21701	AH
14701	075E1610600	2630 WALSH RD	ELLIS JOHN	POST OFFICE BOX 91	NEW ALBANY, MS 38652	VH
14702	075E1610700	2648 WALSH RD	ELLIS JOHN	POST OFFICE BOX 91	NEW ALBANY, MS 38652	VH
14703	074T1705500	3053 WALSH RD	SHELL ALICE	P O BOX 234	BELDEN, MS 38826-0234	
14704	075S1601101	3162 WALSH RD	SIMS ARLIE MAE	538 BEAN STREET	ANOKA, MN 55303	AH
14705	074V2003900	2322 WALSH RD	KING STELLA B ESTATE	2322 WALSH RD	BELDEN, MS 38826	
14716	089K3104700	MLK CIRCLE	GIVHAN CARCILE & DLOYS	175 CR 115	SHANNON, MS 38868	VL
14718	084N1904703	1808 NORTH GLOSTER	GRANDVIEW CAPITAL INC	1495 BEECH SPRINGS ROAD	SALTILLO, MS 38866	
14719	101D0112700	918 TYLER	WATERS DANNY & JOANN	206 BRANDYWINE ROAD	BELDEN, MS 38826	VH

9.17.15 #

LOT MOWING FOR PUBLIC HEARING
AUGUST 4, 2015

14720	084N1904500	1773 GREEN	YARBROUGH RUSSELL	P O BOX 26	TUPELO, MS 38801	
14724	084N1904201	1749 NORTH GREEN	ENIS JERRY	1749 N GREEN ST	TUPELO, MS 38804	VL
14725	077M3603400	1157 WEST JACKSON	DAVIS, ANDY	P O BOX 7	TUPELO, MS 38802	VH
14727	077M3603500	1155 WEST JACKSON	ROOT LARRY	1155 W JACKSON	TUPELO, MS 38801	
14728	101B0213700	321 MONUMENT	MCCOLLUM THOMAS & PEARLIE R	2407 DANNY	TUPELO, MS 38801	
14729	084N1904401	1704 NORTH GLOSTER	1700 NORTH GLOSTER LLC	1223 W MAIN ST	TUPELO, MS 38801	
14730	101B0214002	2007 WAYNE DR	WILSON BOBBY L	604 RACOVE DR	TUPELO, MS 38801	
14731	101B0213200	414 LAKEVIEW	PANNELL TRENTICE	414 LAKEVIEW DR	TUPELO, MS 38801	
14736	077H2526301	1148 WEST JACKSON	NANCE MARY	1148 WEST JACKSON ST	TUPELO, MS 38804	
14753	077Q3616400	1503 MAIN W	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	
14769	077M3603300	1159 WEST JACKSON	NEIGHBORHOOD DEVELOPMENT C	P O BOX 782	TUPELO, MS 38802	
14770	077H2526400	1162 WEST JACKSON	NEIGHBORHOOD DEVELOPMENT C	P O BOX 782	TUPELO, MS 38802	

1.11



U.S. Department of Transportation
Federal Aviation Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	<u>July 28, 2015</u>
Airport/Planning Area	<u>Tupelo Regional</u>
AIP Grant Number	<u>3-28-0070-040-2015</u>
DUNS Number	<u>101809887</u>

TO: City of Tupelo, Mississippi and the Tupelo Airport Authority
(herein called the "Sponsor". The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

[Enter Co-Sponsor Name(s)]

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 14, 2015, for a grant of Federal funds for a project at or associated with the Tupelo Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Tupelo Regional Airport (herein called the "Project") consisting of the following:

Rehabilitate (seal coat) Runway 18/36 (7,150±' x 150'); improve perimeter fencing (wildlife hazard mitigation at 8 locations)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$440,390. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$440,390 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 27, 2015, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final

payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. Audits for Public Sponsors. The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. Suspension or Debarment. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
 - 1. Is determined to have violated the Prohibitions; or
 - 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - a. Associated with performance under this agreement; or

- b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 21, 2004, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
21. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.
22. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
23. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
24. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
 - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Jackson Airports District Office

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____.

CITY OF TUPELO, MISSISSIPPI

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application:

I declare under penalty of perjury that the foregoing is true and correct.²

Executed this _____ day of _____, _____.

TUPELO AIRPORT AUTHORITY

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____, Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____.

By:

(Signature of Sponsor's Attorney)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
 - ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.
- 2. Responsibility and Authority of the Sponsor.**
- a. **Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
 - b. **Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft

rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
- 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
- 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 20, 2014 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/11/2015

View the most current versions of these ACs and any associated changes at:
<http://www.faa.gov/airports/resources/advisorycirculars>

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Change 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C Change 1	Airport Winter Safety And Operations
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVS) Ground Vehicle Operations on Airports
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Change 1	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces

NUMBER	TITLE
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42G	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43G	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/7/2014

NUMBER	TITLE
150/5100-14E	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-9B	Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D	Construction Progress and Inspection Report – Airport Improvement Program (AIP)
150/5370-12A	Quality Control of Construction for Airport Grant Projects

7.12



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

July 29, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on Tuesday, August 4, 2015:

Bid No. 1380WL – 15 kV, 500 MCM Copper Primary URD Cable (Min. 5,475') to the low qualified bid submitted by Utility Power in the amount of \$10.95 per foot. Total price will be \$59,951.25.

If you have any questions, please let me know.

Yours very truly,

Johnny N. Timmons
Manager

ptb

Attachment



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

June 30, 2015
10:00 AM

MINUTE ENTRY

BID DESCRIPTION

Bid No. 1380WL 15kV, 500 MCM Copper Primary URD Cable

ATTENDANCE

Missy Shelton
Drew Kyle

COMPANY

City of Tupelo - Finance
Water & Light Department

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 1380WL - Copper Primary URD Cable
 JUNE 30, 2015**

Item	Product	Vendors	
		Utility Power (Cape Electric)	Border States (Utilicor)
1	15 kV, 500 MCM Copper Primary URD Cable (Min. 5,475')	\$10.95/Ft	\$14.29/Ft
	Delivery:	6-8 Wks ARO	7 Wks ARO

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1380WL

TO Utility Power Inc

Dept. TWL

ADDRESS 1203 Pisgah Rd SE Decatur, AL

DATE 6-5-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 6-30 2015, and then publicly opened for the furnishing of the following Materials and Supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO,

PAGE 1

By Missy Skelton
PURCHASING OFFICE

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOLL.	CENTS
1	Min. of 5,475'	<p>15 kV, 500 MCM Copper Primary URD Cable</p> <p><u>Specifications:</u></p> <ol style="list-style-type: none"> 1. Extruded semi-conducting EP conductor screen 2. 220 mil. EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: <ul style="list-style-type: none"> • Three (3) reels with a minimum of 400' each ✓ • Three (3) reels with a minimum of 580' each ✓ • Three (3) reels with a minimum of 385' each ✓ • Three (3) reels with a minimum of 460' each ✓ 5. Wire to be stranded COPPER with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulling eye to be installed on each reel 8. Specifications sheet to be returned with bid packet. <p>Delivery Date: <u>6-8 weeks ARO, Plus Transit.</u></p> <p>If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468.</p>	ft	10.95	59951.25	

CITY MAY EXPECT DELIVERY BY

DATE 6/26/2015
 BIDDER Utility Power - Charlie Douthett
 ADDRESS 1203 Pisgah Rd SE Decatur AL 35603
 TELEPHONE 225-368-7925
 BY [Signature]

Thanks —

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1380WL

Dept. TWL

TO _____

ADDRESS _____

DATE 6-5-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 6-30 2015, and then publicly opened for the furnishing of the following Materials and Supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO,

By Missy Shelton
PURCHASING OFFICE

PAGE 1

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	CT.
1	Min. of 5,475'	<p>15 kV, 500 MCM Copper Primary URD Cable</p> <p><i>Quoting: Kerite #150C15-C3200</i></p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Extruded semi-conducting EP conductor screen 2. 220 mil, EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: <ul style="list-style-type: none"> • Three (3) reels with a minimum of 400' each • Three (3) reels with a minimum of 580' each • Three (3) reels with a minimum of 385' each • Three (3) reels with a minimum of 460' each 5. Wire to be stranded COPPER with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulling eye to be installed on each reel 8. Specifications sheet to be returned with bid packet. <p>Delivery Date: <u>7 weeks, ARO</u></p> <p>If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468.</p> <p><i>* See following pages for full details as stated by the factory. *</i></p>	Ft.	14.29	78,237	72
			Ea.	98.95	1,187	46

CITY MAY EXPECT DELIVERY BY

DATE June 24, 2015
 BIDDER Border States
 ADDRESS 1645 N. Parkway Jackson, TN 38301
 TELEPHONE 800-372-3863
 BY Lisa Shearon

7.13



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

July 29, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
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Mike Bryan
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Willie Jennings
Ward Seven

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38804

Dear Mayor Shelton and Council Members:

The following change orders are submitted for approval at your regular meeting on Tuesday, August 4, 2015. These change orders are necessary due to inclement weather and lost work days.

Tupelo SRF FY13 Sewer System Improvements – Area 1 – Beech Springs – Change Order No. 2 – This change order will add 52 days to the contract completion date of this project with a revised completion date of November 19, 2015.

Tupelo SRF FY13 Sewer System Improvements – Area 2 North – Indian Hills – Change Order No. 1 – This change order will add 45 days to the contract completion date of this project with a revised completion date of October 20, 2015.

Tupelo SRF FY13 Sewer System Improvements – Area 3 – Auburn – Change Order No. 1 – This change order will add 52 days to the contract completion date of this project with a revised completion date of October 22, 2015.

I have reviewed these change orders and find them to be correct. If you have any questions, please feel free to call upon me.

Sincerely,

Johnny Timmons

Johnny N. Timmons
Manager

CCE #8826



July 29, 2015

Mr. Johnny Timmons, Manager
Tupelo Water & Light Department
P.O. Box 588
Tupelo, MS 38802

CITY OF TUPELO – SRF FY 13 SANITARY SEWER SYSTEM IMPROVEMENTS

Enclosed are four copies of the time extension change orders for each of the three contracts under construction. These time extensions are due to the unusually harsh winter and spring conditions earlier this year. It was discussed at the time that all contracts would receive consideration for an extension but that it would be granted towards the end of the original contract time. Each change order represents a 25% time extension based on the original contract times.

If you have any questions, please give me a call.

Jess Wiygul, P.E.

Copy: CCE File

CONTRACT CHANGE ORDER

OWNER: City of Tupelo

CONTRACTOR: Prairie Construction, LLC

DATE: 7/23/2015 LOAN NUMBER: SRF-C280 885-05

CHANGE ORDER NUMBER: 2 CONTRACT NUMBER: 3-08826

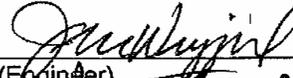
PROJECT NAME TUPELO SRF FY 13 SANITARY SEWER SYSTEM IMPROVEMENTS
AREA 1 - BEECH SPRINGS SRF-C280885-05-0

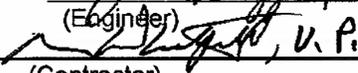
REASON FOR CHANGE Weather Related Time Extension. (see attached)

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGES (S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
TOTAL CONTRACT CHANGE			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT			\$ 1,391,745.49	\$ 1,391,745.49
CURRENT CONTRACT AMOUNT:			\$ 1,378,125.49	\$ 1,378,125.49
THIS CONTRACT CHANGE:			\$ 0	\$ 0
REVISED CONTRACT AMOUNT:			\$ 1,378,125.49	\$ 1,378,125.49
CURRENT CONTRACT COMPLETION DATE:			Sept. 28, 2015	
TIME EXTENSION REQUIRED BY CHANGE:			52	
REVISED CONTRACT COMPLETION DATE:			Nov. 19, 2015	

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY:  DATE: 7-27-15
(Engineer)

ACCEPTED BY:  DATE: 7/23/15
(Contractor)

APPROVED BY: _____ DATE: _____
(Owner)

PESRLF75

CONTRACT CHANGE ORDER

OWNER: City of Tupelo

CONTRACTOR: Buz Plaxico Dozier Service

DATE: 7/27/2015 LOAN NUMBER: SRF-C280 885-05

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: 3-08826

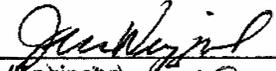
PROJECT NAME TUPELO SRF FY 13 SANITARY SEWER SYSTEM IMPROVEMENTS
AREA 2 NORTH - INDIAN HILLS SRF-C280885-05-0

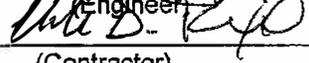
REASON FOR CHANGE Weather Related Time Extension, (see attached)

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGES (S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
TOTAL CONTRACT CHANGE			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT			\$ 574,571.57	\$ 574,571.57
CURRENT CONTRACT AMOUNT:			\$ 574,571.57	\$ 574,571.57
THIS CONTRACT CHANGE:			\$ 0	\$ 0
REVISED CONTRACT AMOUNT:			\$ 574,571.57	\$ 574,571.57
CURRENT CONTRACT COMPLETION DATE:			Sept. 5, 2015	
TIME EXTENSION REQUIRED BY CHANGE:			45	
REVISED CONTRACT COMPLETION DATE:			Oct. 20, 2015	

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: 
(Engineer)

ACCEPTED BY: 
(Contractor)

APPROVED BY: _____
(Owner)

DATE: 7-27-2015

DATE: 7/27/2015

DATE: _____

PESRLF75

CONTRACT CHANGE ORDER

OWNER: City of Tupelo

CONTRACTOR: Enscore Construction, LLC

DATE: 7/27/2015 LOAN NUMBER: SRF-C280 885-05

CHANGE ORDER NUMBER: 1 CONTRACT NUMBER: 3-08826

PROJECT NAME TUPELO SRF FY 13 SANITARY SEWER SYSTEM IMPROVEMENTS
AREA 3 - AUBURN ROAD SRF-C280885-05-0

REASON FOR CHANGE Weather Related Time Extension, (see attached)

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:

ITEM NO.	DESCRIPTION OF CHANGES (S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
TOTAL CONTRACT CHANGE			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT			\$ 1,970,411.00	\$ 1,970,411.00
CURRENT CONTRACT AMOUNT:			\$ 1,970,411.00	\$ 1,970,411.00
THIS CONTRACT CHANGE:			\$ 0	\$ 0
REVISED CONTRACT AMOUNT:			\$ 1,970,411.00	\$ 1,970,411.00
CURRENT CONTRACT COMPLETION DATE:			August 31, 2015	
TIME EXTENSION REQUIRED BY CHANGE:			52	
REVISED CONTRACT COMPLETION DATE:			Oct. 22, 2015	

THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: [Signature] DATE: 7-28-2015
(Engineer)

ACCEPTED BY: [Signature] DATE: 7/28/2015
(Contractor)

APPROVED BY: _____ DATE: _____
(Owner)

7.14



Memo

To: Mayor Shelton and City Council
From: Chuck Williams 
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: July 30, 2015
Re: Supplier of Hot Bituminous Pavement Surface and Binder Mix Bid 1382PW

Bid 1382PW Supplier of Hot Bituminous Pavement Surface Mix and Binder Mix

Bid Opening: July 30, 2015

Attendance:

Jason Rush	Public Works Department
Missy Shelton	Finance Department

One bidder responded to our requests for bids. We recommend APAC-Mississippi be awarded the bid.

MINUTE ENTRY SIGN UP SHEET

DATE 7-30-15

TIME 10:00 am

BID # 1382 PW

DEPARTMENT PW

PROJECT Hot Mix

ATTENDANCE

COMPANY

Missy Shelton COT

Jessa Roth PW

Blank lined area for additional attendance entries.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1382PW

Public Works Department

TO APAC- Mississippi, Inc.

ADDRESS 462 North Eason Blvd Tupelo MS 38804 DATE 7-10-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M July 30, 20 15, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for a supplier of Hot Bituminous Pavement Surface Mix and Hot Bituminous Pavement Binder Mix for a six (6) month period.</p> <p>Public Works will pick up the mix at the asphalt plant and will only travel a maximum of twenty (20) miles from City limits one way. Delivery will be accepted at a cost per ton. The lowest and best bid will be approved.</p> <p>Specifications: The Hot Bituminous Mix shall consist of a surface course composed of mineral aggregate and bituminous material, mixed in a central mixing plant The Hot Bituminous Mix shall conform to the requirements of Section 401 and 403 of the Mississippi State Highway Department Standard Specifications for Road and Bridge Construction, 1990 Edition (Red Book). The City of Tupelo reserves the right to reject any objectionable material.</p> <p>If the approved low bidder cannot supply, a letter must be submitted stating this fact. The alternate bidder may then be used.</p> <p>GENERAL BIDDER REQUIREMENTS</p> <ol style="list-style-type: none"> 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it. 2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope. 3. The bidder shall sign and date the bid at the bottom of the form. 				

CITY MAY EXPECT DELIVERY BY

DATE July 30th, 2015
 BIDDER APAC- Mississippi, Inc
 ADDRESS 462 North Eason Blvd, Tupelo, MS 38804
 TELEPHONE 662-844-2122
 BY Sean E. Rain



CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1382 PW

Public Works Department

TO APAC - Mississippi, Inc.

ADDRESS 462 North Eason Blvd Tupelo MS 38804 DATE 7-10-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M July 30, 20 15, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
4. The outside of the envelope shall be clearly marked with vendor, invitation number, and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
GENERAL SPECIFICATIONS				
1. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.				
2. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.				
3. The successful bidder must show evidence of Worker's Compensation insurance with submitted bid.				
Up to 6,000 tons Hot Bituminous Pavement Surface Mix with reclaimed asphalt material Cost per ton.....	ton	70.00	420,000.00	
Up to 2,000 tons Hot Bituminous Pavement Binder Mix Cost per ton.....	ton	70.00	140,000.00	
Delivery cost per ton.....				

CITY MAY EXPECT DELIVERY BY

DATE July 30th, 2015

BIDDER APAC - Mississippi, Inc.

ADDRESS 462 North Eason Blvd Tupelo MS 38804

TELEPHONE 662-844-2122

BY Juan E. Pass 2



CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

POST IN A
CONSPICUOUS
PLACE

City of Tupelo
Privilege Tax License

License Number
26832

Business Name & Address: APAC - MISSISSIPPI INC
PO BOX 24508
JACKSON, MS 39225-4508 US

Issue Date: 10/01/2014
Expire Date: 09/30/2015

This is to certify that the person or firm named herein has paid into
my hands minimum payment of tax as set out herein for the use
and benefit of the City aforesaid, and is licensed to engage in

Business as: APAC-MISSISSIPPI INC
Classification: 03 ASPH
Description: MANUFACTURE
Type/Catagory: ASPHALT & CONCRETE PLANTS
Location: 459 N EASON BLVD



THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING
DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI

Jason L. Shelton
Mayor



Kim Hanna
City Clerk/Tax Collector

Business
License
Fee Paid

80.00

This License is NOT Transferable

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Mississippi, Inc.
PO Box 24508
Jackson

MS 39225

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2015		WA7-C8D-004095-024 WC7-C81-004095-014	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY WI	EMPLOYERS LIABILITY
					Bodily Injury by Accident \$1,000,000 Each Accident
					Bodily Injury By Disease \$1,000,000 Policy Limit
					Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2015		TB2-C81-004095-114 -Per Project Aggregate included.	General Aggregate \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Each Occurrence \$2,000,000	
				Personal & Advertising Injury \$2,000,000 Per Person / Organization	
				Other Fire Damage-\$100,000 Other Medical Exp-\$5,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2015		AS2-C81-004095-124 Comp Ded \$10,000 Coll Ded \$10,000	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER					
ADDITIONAL COMMENTS Certificate Holder is named as additional insured with respect to General & Automobile Liability. Waiver of Subrogation in favor of the certificate holder					

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE
INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE
OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

Certificate
Holder

City Of Tupelo
71 East Troy Street
Tupelo, MS., 38802

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh PA 15212-5706

7/23/2015

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

7.15

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Kim Hanna, Glenda Muse, and Ben Logan
Date: 7/30/2016
Re: Tupelo Parks and Recreation approval for usage of Blue Sombrero

I would like to request that the City Council allow Tupelo Parks and Recreation to use Blue Sombrero as a software service for all athletic registrations.

Blue Sombrero will be collecting registration fees for all sports. Blue Sombrero will deposit registration fees every two weeks into the general fund bank account minus the credit card fees which are:

- 2.8% for VISA/MC
- 3.4% for American Express

This service can be terminated at any time.

*The Terms of Use and Privacy Statement can be seen/reviewed in Glenda's office.