

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 19, 2021

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, January 19, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Mike Bryan; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Willie Jennings attended by ZOOM.

Councilman Buddy Palmer gave the invocation. Councilman Mike Bryan led the pledge of allegiance.

President Mike Bryan called the meeting to order at 6:00 PM.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Palmer moved, seconded by Councilman Beard, to confirm the agenda and agenda order as presented. The vote was unanimous in favor.

IN THE MATTER OF PUBLIC RECOGNITIONS

Councilwoman Davis thanked all those who participated in the Martin Luther King Day activities.

IN THE MATTER OF MAYOR'S REMARKS

Mayor Shelton began by letting everyone know that his son, William, turned 5 months old on January 18. He thanked all those who organized and participated in the candlelight and church bells for the National Day of Service. COVID vaccines have been opened up to those who are 65 years of age and older and with certain health conditions that might make them more vulnerable to the virus. He encouraged all to continue social precautions of social distancing, hand washing and wearing masks. He also reminded everyone that Governor Reeves has extended the executive orders that are currently in place.

The Mayor asked everyone to pray for safety at the Presidential inauguration and congratulated Joe Biden and Kamala Harris on their election of President and Vice President of the United States. He wished them the utmost success and safety for both the incoming and outgoing officials.

IN THE MATTER OF PUBLIC HEARING FOR REZONING OF 109-113 LAWNDALE DRIVE

A Public Hearing was held to consider opinion for rezoning of property located at 109-113 Lawndale Drive from mixed use residential to mixed use commercial corridor. No one appeared to address the Council.

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION

A Public Hearing was held to consider the demolition for the following properties:

211 Barnes Street

920 Blair Street

2471 Walsh Drive

5173 Purnell Road

No one appeared to address the demolitions.

IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON JANUARY 5, 2021

Councilwoman Davis moved, seconded by Councilman Beard, to approve the minutes of the regular Council meeting of January 5, 2021. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:00 p.m. by Council members: Nettie Davis, Travis Beard, Markel Whittington, and Buddy Palmer; and Accounts Payable Clerk Traci Dillard. Councilman Beard moved, seconded by Councilman Palmer, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. **APPENDIX A**

IN THE MATTER OF SURPLUS FIXED ASSETS

CFO/City Clerk Kim Hanna presented a list of items to surplus. The items are no longer working or no longer compatible with current hardware/software and should be destroyed, scrapped or auctioned, as indicated on the list. Councilman Whittington moved, seconded by Councilman Palmer to approve the list as submitted for surplus. The vote was unanimous in favor. **APPENDIX B**

IN THE MATTER OF APPROVAL FOR SUBMISSION OF FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM

Grant Writer Abby Christian presented a grant to be submitted to the US Department of Homeland Security Federal Emergency Management Agency for approval. The 'Fiscal Year 2020 AFG ' is for approximately \$99,045 and requires no match from the City and will be used to purchase 5 NFPA standard washer extractors and 7 dryers. These units are to gain compliance with updated NFPA standards governing the PPE. Councilwoman Davis moved, seconded by Councilman Beard to approve submission of the grant, as stated. The vote was unanimous in favor. **APPENDIX C**

IN THE MATTER OF APPROVAL OF CONTRACT FOR BCSARENA WI-FI PROJECT

CFO/City Clerk Kim Hanna presented a purchase agreement for approval between the City of Tupelo and Synergetics Diversified Computer Services, Inc. for the BCS Arena WI-FI Project in the amount of

\$256,069.88. This project was awarded in a previous Council meeting. Councilman Palmer moved, seconded by Councilman Jennings, to approve the purchase agreement, as stated. The vote was unanimous in favor and a copy of the agreement is attached to these minutes as **APPENDIX D.**

IN THE MATTER OF SURPLUS VEHICLE

DDS Director Pat Falkner requested the Council to approve the surplus of a vehicle damaged in an accident. The 2019 Ford F-150 VIN # 1FTEW1C5XKFB20745, will be sold to the insurance company of the 2nd party. Councilwoman Davis moved, seconded by Councilman L Bryan to approve the settlement with the insurance company and surplus the vehicle. The vote was unanimous in favor. **APPENDIX E**

IN THE MATTER OF DEMOLITION

A Public Hearing was held earlier in this meeting for the possible demolition of the following properties: 211 Barnes Street, 920 Blair Street, 2471 Walsh Road and 5173 Purnell Road. Councilman Whittington moved, seconded by Councilman L Bryan, to approve the demolition list. At this time, Ms. Lisa Diallo stood requesting to speak concerning the property located at 5173 Purnell Road. Councilwoman Davis moved, seconded by Councilman Beard, to suspend the rules and allow Ms. Diallo to speak. The vote was unanimous in favor. Ms. Diallo addressed the Council asking for additional time to bring her property up to code. She was instructed to meet with DDS and see if a solution is possible. President M Bryan then brought the original motion to a vote. The vote was unanimous in favor to approve the demolition of the properties presented. **APPENDIX F**

IN THE MATTER OF PLANNING COMMITTEE MINUTES DECEMBER 7, 2020

Councilman Whittington moved, seconded by Councilman Palmer, to approve the minutes of the Planning Committee of the December 7, 2020, meeting. The vote was unanimous in favor. **APPENDIX G**

IN THE MATTER OF APPROVAL OF SHOCKWAVE AQUATIC USAGE AGREEMENT FOR TUPELO AQUATIC CENTER

Alex Farned, director of the Park and Recreation Department, presented an agreement between the City of Tupelo and Shockwave Aquatic. This agreement was originally proposed as a five year agreement when the Aquatic Center opened and is now being presented as a one year contract, to be renewed each year by Council. The contract is for \$30,000 for the length of the contract. Councilman Beard moved, seconded by Councilman Palmer, to approve the contract with Shockwave Aquatic. The vote was unanimous in favor. **APPENDIX H**

IN THE MATTER OF REAPPOINTMENT OF RON RICHARDSON TO POLICE ADVISORY BOARD

Councilman Jennings moved, seconded by Councilman Whittington, to approve the reappointment of Mr. Ron Richardson to the Police Advisory Board. The vote was as follows: Voting Aye.....Whittington, L Bryan, Beard, Davis, Palmer and Jennings; Voting Nay.....M Bryan. **APPENDIX I**

IN THE MATTER OF REAPPOINTMENT OF WILLIAM ‘BILL’ ALLEN TO POLICE ADVISORY BOARD

Councilman Palmer moved, seconded Councilwoman Davis, to approve the reappointment of Bill Allen to the Police Advisory Board. The vote was as follows: Voting Aye.....Whittington, L Bryan, Beard, Davis, Palmer and Jennings; Voting Nay.....M Bryan. **APPENDIX J**

IN THE MATTER OF SURPLUS OF POLICE DEPARTMENT VEHICLE

Police Chief Bart Aguirre requested the Council to approve the surplus of a 2011 Dodge Charger, VIN 2B3CL1CG0BH589215, no longer of use for the City of Tupelo. The car has over 200,000 miles and the Public Works Department has advised that the maintenance cost outweighs the cost of maintaining it. Councilwoman Davis moved, seconded by Councilman Beard, to approve the request to surplus the 2011 Dodge Charger. The vote was unanimous in favor. **APPENDIX K**

IN THE MATTER OF CVB MINUTES JANUARY 13, 2021

Councilman Palmer moved, seconded by Councilman Jennings, to approve the CVB Minutes of the January 13, 2021, meeting. The vote was unanimous in favor. **APPENDIX L**

IN THE MATTER OF LAWDALE DRIVE REZONING RZ20-02

This item was moved to the Action Agenda for the next Council meeting. **APPENDIX M**

IN THE MATTER OF EXECUTIVE SESSION

Councilwoman Davis moved, seconded by Councilman Whittington, to determine the need for an Executive Session. The vote was unanimous in favor. Attorney Ben Logan said the session will be for the transaction of business and discussion regarding the report, development or course of action regarding security personnel, plans or devices. Miss. Code 25-41-7 (4) (c) (1972 as amended). **APPENDIX N**

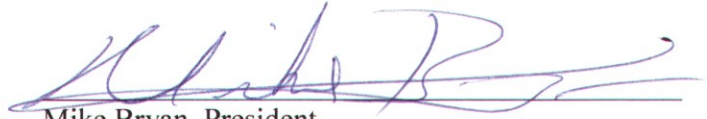
Councilman Whittington moved, seconded by Councilman Palmer, to enter an Executive Session. The vote was unanimous in favor. The following were invited to attend the Executive Session: Mayor Jason Shelton, Don Lewis, Kim Hanna, Police Chief Bart Aguirre, Deputy Chief Jackie Clayton, Deputy Chief Anthony Hill, Fire Chief Thomas Walker, Steven Reed and Lucia Randle.

A discussion was held concerning the topic approved for Executive Session.

Councilwoman Davis moved, seconded by Councilman Whittington, to leave Executive Session and re enter the Regular Meeting. The vote was unanimous in favor.

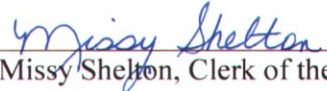
ADJOURNMENT

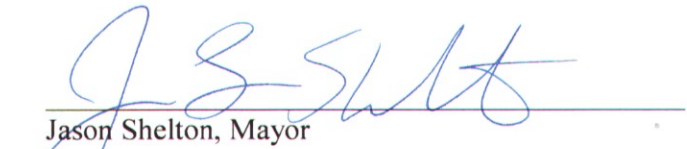
There being no further business to come before the Council, at this time, Councilman Beard moved, seconded by Councilman Jennings, to adjourn the meeting at 7:23 p.m. This the 19th day of January, 2021.



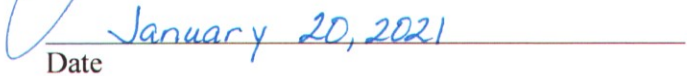
Mike Bryan, President
City Council

ATTEST:


Missy Shelton, Clerk of the Council



Jason Shelton, Mayor


Date January 20, 2021

**CHECK INFORMATION FOR COUNCIL MEETING
January 19, 2021**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	399177-399474 50000917-50000941

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

SURPLUS TO DESTROY

ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	DEPT.	DATE ACQ	ACQ COST	SURPLUS REASON	DISPOSITION
G04692	HITACHI TV/VCR	10297	57 044786000	021	5/21/98	\$ 379.99	Item is old and outdated	Surplus Destroy
1670	TV, 20" OLEVIA LCD	11722	VFAK16071242	031	9/30/06	\$ 399.00	No longer in working condition	Surplus Destroy
2774	TOUGHBOOK, PANASONIC MOBILE DATA	14500	9CKYA58811	031	4/7/09	\$ 4,785.16	No longer in working condition	Surplus Destroy
3087	COMPUTER, HP W/MEMORY	14746	SCND008190V	031	3/12/10	\$ 1,057.03	No longer in working condition	Surplus Destroy
3211	COMPUTER, LVO	14870	1S7522P2UJMTGW86	031	8/31/10	\$ 509.00	No longer in working condition	Surplus Destroy
3634	COMPUTER, SB 3400	15184	MXL222081N	031	6/27/12	\$ 810.80	No longer in working condition	Surplus Destroy
4238	LAPTOP, HP PROBOOK	15370	2CE3041QV5	031	3/31/13	\$ 565.00	No longer in working condition	Surplus Destroy
4522	IPAD AIR	15891	DLXMP505FY4YD	031	8/1/14	\$ 594.39	No longer in working condition	Surplus Destroy
4524	IPAD AIR	15893	DLXMN72BF4YH	031	8/1/14	\$ 594.39	No longer in working condition	Surplus Destroy
4739	LAPTOP, MAC BOOK PRO	15678	SC1ML76AVDTY3	031	12/17/13	\$ 3,747.32	No longer in working condition	Surplus Destroy
4743	LAPTOP, MAC BOOK PRO	15870	SC02MNBV2FD56	031	6/27/14	\$ 2,248.53	No longer in working condition	Surplus Destroy
4744	IPHONE, 5C	15917	FFMXK509FFHP	031	9/12/14	\$ 153.99	No longer in working condition	Surplus Destroy
4780	COMPUTER, EDGE 72	15674	SPBK91DM	031	10/31/13	\$ 715.32	No longer in working condition	Surplus Destroy
4782	COMPUTER, EDGE 72	15673	SPBK91ET	031	10/31/13	\$ 715.32	No longer in working condition	Surplus Destroy
4815	COMPUTER, IPAD	15673	355890063786507	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4816	COMPUTER, IPAD	15673	355890063867100	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4817	COMPUTER, IPAD	15673	355890063867886	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4818	COMPUTER, IPAD	15673	354423061636334	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4819	COMPUTER, IPAD	4813	355890063868439	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
5162	PRINT TO MAIL FOLD/SEAL W/FEEDER	16276	FEEDER-CNDVB56372	031	10/30/15	\$ 4,293.59	No longer in working condition	Surplus Destroy
5172	COMPUTER LVO	16366	1S10AL000JUSMJ03CD2T	031	12/8/15	\$ 988.45	No longer in working condition	Surplus Destroy
777	PROJECTOR - BOXLIGHT LCD	10186	GZ201212	031	2/14/05	\$ 1,085.00	No longer in working condition	Surplus Destroy
821	MONITOR - 17" GEM LCD	10123	5PC122245320063	031	4/18/05	\$ 259.00	No longer in working condition	Surplus Destroy
835	PRINTER - PRINTER & UPGRADE	10128	ATTACHED TO B/C 10053	031	9/30/05	\$ 567.99	No longer in working condition	Surplus Destroy
G05020	PRINTER HP/4000TN	13372	USEF207715	031	1/18/99	\$ 1,647.00	No longer in working condition	Surplus Destroy
G06147	PROJECTOR, W/CASE	11455	FCHG372591F	031	6/29/01	\$ 743.91	No longer in working condition	Surplus Destroy
G06360	PRINTER HP LASERJET 1200	13358	CNBSJ45873	031	5/17/02	\$ 669.00	No longer in working condition	Surplus Destroy
5623	COMPUTER, MS SURFACE PRO 4 4GB	16587	46738762953	038	10/7/16	\$ 1,711.64	No longer in working condition	Surplus Destroy
5626	COMPUTER, MS SURFACE PRO 4 4GB	16588	67220462953	038	10/7/16	\$ 1,711.63	No longer in working condition	Surplus Destroy
6031	COMPUTER-SURFACE PRO W/EXT WAR	16781	42238273153	038	10/26/17	\$ 1,824.17	No longer in working condition	Surplus Destroy
3510	COMPUTER TOUGHBOOK WITH MOUNT	14989	1GKYB76220	031	8/31/11	\$ 5,379.06	Item is old and outdated	Surplus Destroy
3514	COMPUTER TOUGHBOOK WITH MOUNT	14987	1GKYB76619	031	8/31/11	\$ 5,379.06	Item is old and outdated	Surplus Destroy
3515	COMPUTER TOUGHBOOK WITH MOUNT	14982	1GKYB76221	031	8/31/11	\$ 5,379.06	Item is old and outdated	Surplus Destroy
3517	COMPUTER TOUGHBOOK WITH MOUNT	14981	1GKYB76587	031	8/31/11	\$ 5,379.06	Item is old and outdated	Surplus Destroy
3518	COMPUTER TOUGHBOOK WITH MOUNT	14983	1GKYB6609	031	8/31/11	\$ 5,379.06	Item is old and outdated	Surplus Destroy
3519	COMPUTER TOUGHBOOK WITH MOUNT	14980	1GKYB76649	031	8/31/11	\$ 5,379.06	Item is old and outdated	Surplus Destroy
2777	TOUGHBOOK, PANASONIC MOBILE DATA	14496	9CKYA59003	031	4/7/09	\$ 4,561.34	Surplus previously discarded when items were transferred to storage	Surplus
3579	SCANNER, XEROX DOCUMATE	15000	13R5CCQ1442	031	9/30/11	\$ 379.28	Surplus previously discarded when items were transferred to storage	Surplus
4479	PROJECTOR, EPSON	15666	RDXF360245L	031	10/31/13	\$ 564.02	Surplus previously discarded when items were transferred to storage	Surplus
4489	COMPUTER, LVO	15800	1S10B6009JUSMG0014D8	031	3/31/14	\$ 871.32	Surplus previously discarded when items were transferred to storage	Surplus
4778	SWITCH, CISCO ASA 5505	15671	JMX1738ZOU1	031	10/31/13	\$ 585.00	Surplus previously discarded when items were transferred to storage	Surplus

SURPLUS TO DESTROY CONTINUED										
ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	DEPT.	DATE ACQ	ACQ COST	SURPLUS REASON	DISPOSITION		
4795	COMPUTER, ULTRA BUSINESS COMPUTER	16100	RC431PKWN1142000437	031	9/30/15	\$ 839.00	Surplus previously discarded when items were transferred to storage	Surplus		
4853	LVO TS TC M73 15 4570 500GB 4GB	15923	1510860008USMG00896Q	031	10/8/14	\$ 847.45	Surplus previously discarded when items were transferred to storage	Surplus		
4860	COMPUTER, DELL OPTIPLEX 3020	16127	3589434	031	1/22/15	\$ 765.66	Surplus previously discarded when items were transferred to storage	Surplus		
5191	MONITOR, ACER LED BACKLIT			031	5/25/16	\$ 290.03	Surplus previously discarded when items were transferred to storage	Surplus		
						\$ 76,020.84				
1033	FULL FACE COMM MASK DRIVE	11362	523093	051	9/15/05	\$ 1,299.00	obsolete	Surplus Destroy		
1034	FULL FACE COMM MASK DRIVE	11363	531065	051	9/15/05	\$ 1,299.00	obsolete	Surplus Destroy		
1059	MONITOR 20" LCD	11686	065450402214	051	9/30/05	\$ 799.00	obsolete	Surplus Destroy		
1689	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11365	S6AKS801598	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1690	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11366	S6AKS801598	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1691	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11355	S6AKS801477	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1692	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11357	S6AKS801603	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1693	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11356	S6AKS809104	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1695	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11367	S6AKS808564	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1696	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11368	S6AKS809118	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1697	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11369	S6AKS801587	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1698	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11370	S6AKS808680	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1699	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11354	S6AKS801607	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy		
1700	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11371	S6AKS809204	051	2/17/06	\$ 3,912.76	obsolete	Surplus Destroy		
1808	COMPUTER IBM THINKCENTRE	10222	LKVA232	051	11/30/06	\$ 759.00	obsolete	Surplus Destroy		
2318	ACCOUNTABILITY KIT SCANNER	12064	M1125A896	051	10/1/06	\$ 1,500.00	obsolete	Surplus Destroy		
2701	RIT PACK HOSE ASSEMBLY	14440		051	6/11/08	\$ 1,671.00	obsolete	Surplus Destroy		
2772	TOUGHBOOK, PANASONIC MOBILE DATA	14498	9CKYA58381	051	4/7/09	\$ 4,785.17	obsolete	Surplus Destroy		
884	MULTI-GAS MONITOR	11948	170-103512	051	12/15/04	\$ 1,980.00	obsolete	Surplus Destroy		
910	COMBUSTIBLE GAS MONITOR	11788	0451-014854	051	12/15/04	\$ 1,470.00	obsolete	Surplus Destroy		
G01900	TV/VCR COMBO	11751	J3A12684	051	5/6/94	\$ 459.97	obsolete	Surplus Destroy		
G04344	HP 722C PRINTER	11945	J5791P088	051	11/10/97	\$ 349.99	obsolete	Surplus Destroy		
G04628	GTX 800 PORTABLE RADIO	11915	866FYE3387	051	5/26/98	\$ 550.00	obsolete	Surplus Destroy		
G05121	8MM CAMERA	11728	220411	051	5/17/99	\$ 498.97	obsolete	Surplus Destroy		
G05290	KODAK SLIDE PROJECTOR	11914	4528	051	9/30/99	\$ 568.97	obsolete	Surplus Destroy		
G05644	BREATHING APPARATUS	03856		051	3/6/00	\$ 1,762.81	obsolete	Surplus Destroy		
G05645	BREATHING APPARATUS	03857		051	3/6/00	\$ 1,762.81	obsolete	Surplus Destroy		
G05746	BREATHING APPARATUS	05431		051	8/15/00	\$ 1,992.10	obsolete	Surplus Destroy		
G05747	BREATHING APPARATUS	12575		051	8/15/00	\$ 1,992.10	obsolete	Surplus Destroy		
G06826	MONITOR KIOSK TOUCH SCRE	11919	70A024600202	051	3/28/03	\$ 821.95	obsolete	Surplus Destroy		
G06880	LAPTOP ECS GREEN RADE ON	11723	GBY632100625	051	9/30/03	\$ 1,663.00	obsolete	Surplus Destroy		

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

TUPELO, CITY OF (INC)

Information current from SAM.gov as of:

02/07/2021

DUNS (includes DUNS+4):

083267666

Employer Identification Number (EIN):

646001140

Organization legal name:

TUPELO, CITY OF (INC)

Organization (doing business as) name:

Mailing address:

P.O. BOX 1485 TUPELO, MS 38802-1485

Physical address:

71 E TROY ST TUPELO, MS 38804-4747

Is your organization delinquent on any federal debt?

N

SAM.gov registration status:

Active as of 12/23/2020

We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name

Tupelo Fire Department

Main address 1 **106 Jefferson Street**

Main address 2

City **Tupelo**

State/territory **MS**

Zip code **38802**

Zip extension **3912**

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located? **Lee County**

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

How many active firefighters does your department have who perform firefighting duties? **92**

How many of your active firefighters are trained to the level of Firefighter I or equivalent? **92**

How many of your active firefighters are trained to the level of Firefighter II or equivalent? **92**

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

Meets NFPA or 1582 standard

Meets NTSB or DOT standard

Meets State/Local standard

How many members in your department are trained to the level of EMT or EMT, Advanced EMT or Paramedic? **92**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **7**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

**Utilities: Tupelo Water & Light Substations: Tupelo Primary
- East Main Medical Center Substation - Southside Dr. East
Tupelo Sub. - Veterans Blvd. Northwest Sub. - W. Jackson
St. Southwest Sub. - Cliff Gookin Blvd. Airport Sub. -**

Tombigbee Electric substations: Belden-Endville
Substation Bissell Substation Barnes Crossing Substation
Atmos Gas Major Thoroughfares: State Highways 6, 45, 145,
78, 178, and 278 Interstate 22 Natchez Trace Parkway
(federal) Railways: Burlington Northern Railroad Kansas
City Southern Railroad Communications Facilities: WTVA
TV station - 1359 Beech Springs Rd. WCBI TV station - 339-
B East Main North Mississippi Daily Journal - 1242 S. Green
St. Lee County Data Center (internet servers for 15-county
area) - 337 N. Spring St. City Fiber-Optic Hub - 200 N. Front
St. Financial Centers: Bancorp South Regional Corporate
Headquarters -- 1 Mississippi Plaza Renasant Bank
Regional Corporate Headquarters - 209 Troy St.
Government: Tupelo City Hall - 71 E. Troy St. Lee County
Courthouse - 201 W. Jefferson St. Lee County Justice
Center - 200 W. Jefferson St. Lee County Jail - 510
Commerce St. Public Schools: Carver School - 910 N. Green
Church St. Elem. - 445 N. Church Joyner Elem. - 1201
Joyner Ave. King School - 1402 N. Green Lawhon School -
140 Lake St. Lawndale Elem. - 1563 Mitchell Rd. Milam Jr.
High - 720 W. Jefferson Parkway Elem. - 628 Rutherford Rd.
Pierce St. Elem. - 1008 Pierce Rankin Elem. - 1908 Forrest
St. Thomas St. Elem. - 901 S. Thomas Tupelo Middle School
- 1009 Varsity Dr. Tupelo High School - 2500 Cliff Gookin
Blvd. Private Schools: Tupelo Christian Preparatory School
- 5440 Endville Rd. Tupelo Christian Academy - 1801 E.
Main Lakeview Christian Academy - 830 Shumacola Trail
Major Industries: Cooper Tire - 1689 S. Green St. Philips
Daybrite Capri Omega Lighting - 776 S. Green St. Renin
Corporation - 1141 Ryder St. Lane Furniture Manufacturing
- 3301 Adams Farm Road Other: Tupelo Regional Airport -
2763 W. Jackson MS National Guard 155th Armored Brigade
Headquarters - 2705 W. Jackson St. North MS Medical
Center - 830 S. Glinster Tennessee Valley Authority Regional

(coliseum) and Convention Center - 375 E. Main Itawamba
Community College - 1918 Briar Ridge Rd. Itawamba
Community College Belden Campus - 3200 Adams Farm Rd.
University of Mississippi Satellite Campus - 1918 Briar
Ridge Rd. Tupelo Water & Light (public utility) - 320 Front
St. Wastewater Treatment Plant - 2062 International Dr.
Tupelo Furniture Market (international furniture exposition)
- 1879 Coley Rd. Mall at Barnes Crossing - 1001 Barnes
Crossing Rd. Elvis Presley Birthplace (tourist attraction) -
305 Elvis Presley Dr. FedEx Shipping Center - 1155 S.
Gloster St. FedEx Freight Center - 3341 N. Coley Rd. UPS
Area Distribution Center - 825 Shell St.

Do you currently report to the National Fire Incident Reporting
System (NFIRS)? You will be required to report to NFIRS for the
entire period of the grant.

Yes

Please enter your FDIN/FDID.

41011

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs,
purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal
year, as well as the previous two fiscal years?

Current fiscal year:

2021

Operating budget

Fiscal year	Operating budget
2021	\$6,405,434.00
2020	\$6,483,580.00
2019	\$6,307,235.00

What percentage of the declared operating budget is dedicated **90** to personnel costs (salary, benefits, overtime costs, etc.)?

What percentage of the declared operating budget is derived from the following

	2021	2020	2019
Taxes	98	98	99 ⁴⁰³
Bond issues	0	0	0
EMS billing	0	0	0
Grants	2	2	1
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0

What percentage of the declared operating budget is derived from the following

2021

2020

2019

Totals

100 %

100 %

100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

The Tupelo Fire Department is a division of the City of Tupelo, and the City's chief revenue source is taxes. While the tax base has held steady over the past four years, expenses and special project needs have increased for the majority of the City's fourteen departments, particularly for Public Works and the Water & Light Departments, which are dealing with deteriorating roads and infrastructure as well as drainage issues caused by extreme rain and flooding. Surplus funds have been directed primarily towards those needs, while departments like fire and police, whose greatest expenses are salaries, have seen their budgets remain largely stagnant. The Fire Department does plan to order a new ladder truck in 2021; however, that expense has been planned for about four years, and it is being paid through a bond issue. It will not be paid from the Fire Department's operating fund, which is bare-bones budget right now. Between fiscal years 2018-2019, the Fire Department received a budget increase of 1.02%. From 2019-2020, the Fire Department's operating budget increased 1.03%. These increases have been just enough to cover rising equipment and supply costs. There is no budget room for much-needed washer/extractor/dryer equipment. Seven of the City's fire stations currently share two washers, and none of them have dryers. PPE has to air dry, which takes about 2 days. As a result, our firefighters, who don't have a second set of PPE, don't always wash their gear as often as they should, simply in order to remain ready for calls.

request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **Yes**

Please provide an explanation for other funding sources in the space provided below.

The Fire Department receives Mississippi Office of Homeland Security grant funds (about \$10,000 annually) to assist with equipment maintenance and supply costs associated with MS Task Force 1 training, exercises, and missions. We occasionally receive grant funds from other sources as well, such as the Firehouse Subs Foundation.

405

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities

2020 2019 2018

What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years? 0 0 0

What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years? 2 1 0

Injuries and fatalities

2020 2019 2018

What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?

0 0 0

What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?

0 0 1

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.

i Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

406

Type or class of vehicles

Number of
frontline
apparatus

Number of
reserve
apparatus

Number of
seated
riding
positions

Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.

5 1 24

Ambulances for transport and/or emergency response.

0 0 0

Tankers or tenders (water capacity of 1,000 gallons or more).

0 0 0

Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.

2 0 10

Number of
seated
riding
positions

Number of
reserve
apparatus

Number of
frontline
apparatus

Type or class of vehicles

Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.

Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.

Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume.

Call volume has increased over the last few years, due largely to an aging population increasingly in need of emergency medical service; and, to a lesser extent, due to an annexation about 6 years ago.

Community description

Please provide the following additional information about the community your organization serves.

What type of community does your organization serve? **Suburban**

What is the square mileage of your first due response zone/jurisdiction served? **68**

What percentage of your primary response area is protected by hydrants? **90**

What percentage of your primary response area is for the following:

Agriculture, wildland, open space, or undeveloped properties

Commercial and industrial purposes

Residential purposes

Total

What is the permanent resident population of your first due response zone/jurisdiction served? **37691**

Do you have a seasonal increase in population? **No**

Please describe your organization and/or community that you serve.

The Tupelo Fire Department is a 92-firefighter career department serving Tupelo, Mississippi, a community with a residential population of 37,691 and a weekday worktime population nearly double that. About a third of Tupelo's 65 square miles is agricultural, undeveloped, or open space, but the rest of the city has a distinctly urban character. Tupelo is home to a 650-bed level II trauma center and CBRNE reception facility; an airport; two regional banking

**Percentage
(must sum to
100%)**

33

26

41

100

furniture showrooms; a 9,000-seat coliseum concert and convention venue (170,000 sq. ft.); educational facilities (74 public school buildings/facilities and three college campuses and satellite sites) totaling 1.4 million sq. ft.; an 811,000 regional mall; a 579,000 sq. ft. furniture manufacturing plant; approximately 80 manufacturing and/or warehouse facilities which each exceed 100,000 sq. ft. (and many exceed 300,000 sq. ft.); and a downtown area which contains more than seventy structures with heights between two and six stories. This is in addition to Interstate 22, multiple major highways, and two train lines that run through the city. The daytime population of the City is estimated to be approximately 70,000, due to the thousands of people who commute to the city from Lee County and surrounding counties not only to work but also to avail themselves of the services of the Tupelo Regional Airport; North Mississippi Medical Center; Itawamba Community College, and secondary satellite sites for Itawamba Community College, The University of Mississippi, and Mississippi University for Women; plus hundreds of medical, retail, entertainment, and service businesses located throughout the city. The Tupelo Fire Department is responsible for protecting all of these facilities and their inhabitants, and as the only fully career fire department in Lee County, Tupelo also serves as a mutual aid partner for various combination and volunteer fire departments throughout the county and northeast portion of the state. In addition to firefighting and fire investigation, the department's capacities and certifications include EMS/BLS, HazMat response, WMD response, swift water rescue, rope rescue, confined space rescue, collapse rescue, trench rescue, large animal rescue, and airport fire response. Administrative functions include public fire

Call volume

Summary	2020	2019	2018
Fire - NFIRS Series 100	186	209	169
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	16	15	8
Rescue & Emergency Medical Service Incident - NFIRS Series 300	2886	2549	2255
Hazardous Condition (No Fire) - NFIRS Series 400	107	126	111
Service Call - NFIRS Series 500	182	209	190
Good Intent Call - NFIRS Series 600	302	308	311
False Alarm & Falls Call - NFIRS Series 700	447	427	455
Severe Weather & Natural Disaster - NFIRS Series 800	4	10	2
Special Incident Type - NFIRS Series 900	1	0	2
Total	4131	3853	3503

How many responses per year per category?	2020	2019	2018
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	79	79	63
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	35	43	34
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	36	42	37
Total	150	164	134
Total acreage per year	2020	2019	2018
Total acreage of all vegetation fires	1	144	119 ⁴¹

Rescue and emergency medical service incidents

How many responses per year per category?	2020	2019	2018
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	593	471	397
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	1	2	4
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	10	16	17
EMS-BLS Response Calls	834	2034	1819

How many responses per year per category :	2020	2019	2018
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	1438	2523	2237

Mutual and automatic aid

412

How many responses per year per category?	2020	2019	2018
Amount of times the organization received Mutual Aid	2	2	2
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	5	14	13
Amount of times the organization provided Automatic Aid	0	0	0
Of the Mutual and Automatic Aid responses, amount that were structure fires	0	0	0
Total	7	16	15

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to **No** \$50,000 in federal resources.

Grant request details Grand total: \$101,816.57

Program area: Operations and safety

Total requested for Equipment activity: \$101,816.57

PPE Washer/Extractor/Dryer

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
7	\$6,768.31	\$47,378.17	Equipment

DESCRIPTION

Seven PPE drying cabinets, installed.

More Details for PPE Washer/Extractor/Dryer.

Generally the equipment purchased under this grant program will:

Obtain equipment to achieve minimum operational and deployment standards for existing missions

compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **No**

PPE Washer/Extractor/Dryer

QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
5	\$10,887.68	\$54,438.40	Equipment

DESCRIPTION

Five PPE/washer/extractors with steel mounting bases, installed.

More Details for PPE Washer/Extractor/Dryer.

Generally the equipment purchased under this grant program will:

Obtain equipment to achieve minimum operational and deployment standards for existing missions

Will the equipment being requested bring the organization **Yes**

compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **No**

More Details for Equipment.

Narrative

Project Description

The Tupelo Fire Department (TFD) proposes to buy five NFPA-approved washer/extractors and seven dryers to help bring TFD into compliance with updated NFPA standards, specifically NFPA 1500 and 1851, including Annex A, Chapter 7, which govern cleaning of PPE. This project will cost an estimated \$101,816.56. Of that amount, \$54,438.40 will be for five washers and steel bases, installed; and \$47,378.17 will be for seven dryers, installed. Presently, the TFD has two washer/extractors and zero dryers. The washers are shared by seven stations and 92 firefighters, and because of the logistical challenges created by this sharing, as well as the fact

PPE to use while other PPE is cleaned, the simple fact is that their gear typically doesn't get cleaned as often as it needs to be, and certainly not after every call involving potential exposure. Aside from the fact that washing/extracting requires firefighters to deliver their gear to one of the two stations with washers, there are no drying cabinets available at all, so freshly cleaned PPE has to be air dried, which can take up to two days. TFD's call volume just doesn't allow for a unit to take two days off waiting for PPE to dry. However, the bigger issue is that the inability to appropriately clean PPE exposes firefighters to carcinogens. TFD does as much on-site preliminary cleaning as possible, but returning PPE to the stations without being able to run the gear through washers/extractors leaves firefighters vulnerable to off-gassing and chemical/carcinogen transfer within the stations where they spend 24-hour shifts. (Harrison, Tyler, et al. "The Invisible Danger of Bunker Gear Transfer." University of Miami, 2018.) Proper cleaning of PPE after exposure is essential to protecting the health of firefighters, who are already at a significantly increased risk of cancer and respiratory illness because of the nature of their work. According to the International Association of Fire Fighters, from Jan. 1, 2002, to Dec. 31, 2016, sixty-one percent of line-of-duty deaths among career firefighters were due to cancer. That figure rose to seventy percent in 2016. According to the CDC, firefighters have a nine percent higher risk of being diagnosed with cancer, as opposed to the general population. Firefighters have a fourteen percent higher risk of dying from cancer. TFD values its firefighters far beyond what municipal budget constraints allow the department to express. We want to do whatever we can to make their jobs safer and help them maintain

applications over the past decade (for SCBA, exhaust systems, and now washers/dryers/extractors) prove this commitment to firefighter health and safety. We hope to continue to have AFG help with this objective.

Cost/Benefit

Recognizing that many other fire departments have equally legitimate needs, and acknowledging that AFG funding is very limited relative to the volume of those needs, the Tupelo Fire Department has made a sincere effort to develop the most reasonable, responsible funding request possible. This request is for washers/dryers/extractors only, with no grant writing fees, administrative costs, or other related costs.

Everything except the actual equipment cost, which includes installation, is being handled in-house by existing city, fire department, or public works personnel, including any special electrical work that may need to be done to install the equipment. Costs are based on quotes from two vendors, both of which provided quotes with discounts between 15% and 30% for the requested equipment. We believe that we have done our due diligence to keep costs at a minimum, and the procurement process could possibly bring further savings. With regard to the benefit side of the cost/benefit ratio, this \$101,816.56 project will buy five washer/extractors and seven dryers with an estimated service life of 20 years per unit, which comes out to a cost of \$5,090.83 per year for each of the seven stations to have an on-site washer/extractors/dryer set. Divide that further by the 92 firefighters who are directly affected by this major improvement, and the cost per person per year for the next 20 years to have safer PPE is a mere \$55.34. For \$55.34 a year, every one of TFD's 92 firefighters can be safer and healthier, and can feel

that matter, so can each station's visitors, which number in the thousands annually for children's birthday parties, public fire prevention education events, educational visits from daycares and school classes, Boy Scouts working on merit badge projects, senior citizens participating in our blood pressure check program, and even tourists (at the fire station closest to Elvis Presley's birthplace). It's hard to measure the worth of a person's health, safety, and overall wellbeing in terms of dollars and cents, but this project surely seems to be a solid value.

Statement of Effect

The Tupelo Fire Department has always worked to maintain the highest standards for the city of Tupelo, whether externally for emergency response, search and rescue, fire protection, hydrant placement and inspection, code enforcement (working in concert with the city's building inspection department), distribution of smoke detectors, or public awareness and education; or internally, with firefighter training/exercises and education. From the external perspective, TFD is well respected and highly regarded among the community.

TFD helped push through adoption of more current codes (2018 IBC, 2018 Fuel Gas Code, 2018 Property Maintenance Code, 2018 Residential Code, and more) and is working to update the electrical code as well (currently NEC 2011). TFD has also instituted a free smoke-detector distribution program, with help from the Walmart Foundation and Red Cross, and for over a decade the department has had a dedicated public education officer who works daily with schools, scout groups, and other public and private entities to make our community safer. Internally, however, the department has more strides to make. Tupelo's firefighters are well equipped in terms of

other firefighting safety measures; and in the past decade, as evidence mounts that firefighters face a much greater risk of exposure to carcinogens than the general population, TFD has also taken big steps towards protecting the health of its firefighters. Those efforts have included replacement of all SCBA, improved PPE, installation of exhaust systems in older stations, and more. (Some of those efforts have been funded through AFG.) But now we need to take another step to improve firefighter health and safety, and that step is the installation of the washer/extractors and dryers. The primary and most important impacts will be improved firefighter health and morale. Without question, these matter most of all, and these are the reason for this application. We have tried for several years to include this in our annual city budget request and have been denied each time, which damages firefighter morale. Our firefighters and their health matter, and they need to know it. At the same time, firefighters and auxiliary staff are not the only people spending time in the stations. As stated previously, visitors to the various stations number in the thousands each year for children's birthday parties, fire prevention education events, visits from daycares and school classes, Boy Scouts working on merit badge projects, senior citizens participating in our blood pressure check program, and even tourists. Carcinogens, whether in the air or accidentally transferred from PPE, can affect anyone. Time saved will be another positive effect. PPE will no longer have to be sent to one of two stations to be washed, and there will no longer be a two-day drying period because of the lack of dryers. From a financial standpoint, the Fire Department and the City of Tupelo as a municipal government could easily see a reduction in medical

well. Fewer sick days taken would result in fewer schedule changes and less overtime payment for shift replacements. At the end of the day, however, the most important factor is firefighter health, and with the washers and dryers right there in each station, we anticipate that PPE will be cleaned every single time there's potential exposure to chemicals or carcinogens, instead of just when there seems to be time, or when there is clearly contamination. It is our hope that AFG can help us move another step closer to our objective of proving to our firefighters that they are truly appreciated and valued.

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	2	\$101,816.57
Total	2	\$101,816.57

Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHP:info@fema.dhs.gov.

Filename	Date uploaded	Uploaded by	Label	Description	Action
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Budget summary

Budget summary

Object class categories

	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$101,816.57
Supplies	\$0.00

Project class categories	Total
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$101,816.57
Indirect charges	\$0.00
TOTAL	\$101,816.57
Non-federal resources	
Applicant	\$9,256.05
State	422 \$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$92,560.52
Non-federal resources	\$9,256.05
TOTAL	\$101,816.57
Program income	\$0.00

Contact information

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

423

MR Thomas Walker
Fire Chief

Primary phone
6628416439
Work

Additional phones
6628717957
Mobile

Fax

thomas.walker@tupeloms.gov

Assurance and certifications

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of

- nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

427

OMB number: 4040-0013, Expiration date: 02/28/2022 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Robert Kiste, Technology Services Manager

DATE January 19, 2021

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR BCSARENA WI-FI PROJECT RK

Request:

Please find attached for your approval the hardware & installation contract for the BCSArena Wi-Fi network.

The contract amount is \$256,069.88

Please let me know if you have questions.

City of Tupelo - Bancorp South Arena & Conference Center				
QTY	Part #	DESCRIPTION	UNIT PRICE	EXT. PRICE
<i>Wireless Controller</i>				
1	XCC-ACT-V5-VT	Virtual Wireless Controller	\$ 729.88	\$ 729.88
1	97003-XCC-ACT-V5-VT	EW Software Support for XCC-ACT-V5-VT	\$ 388.72	\$ 388.72
1	XCC-ORC-P-100	Permanent license for 100 APs	\$ 4,573.17	\$ 4,573.17
2	XCC-ORC-P-25	XCC 25 Dev Adoption Perm License	\$ 1,143.29	\$ 2,286.59
<i>Access Points and AP Drops</i>				
47	AP560H-FCC	Access Point With Integrated External Directional Antenna	\$ 1,398.29	\$ 65,719.76
47	97000-AP560H-FCC-1	EW TAC & OS AP560h - 1 Year	\$ 24.39	\$ 1,146.34
47	EIO-03-SP	Cable protection cover	\$ 37.32	\$ 1,753.90
47	MBO-ART02	Articulating bracket	\$ 83.05	\$ 3,903.29
104	AP510I-FCC	Dual Radio 80 2.11ax/ ac/ abgn, 4x4:4 MIMO Indoor 11ax access point . Internal Antenna	\$ 568.54	\$ 59,127.80
104	97000-AP560I-FCC-1	EW TAC & OS AP510I-FCC - 1 Year	\$ 24.39	\$ 2,536.59
151	C-CAT6SINGLAPDROP	Single Cat 6 Access Point Network Drop	\$ 65.00	\$ 9,815.00
10	PS-ESU-1	EXTREME SERVICE UNITS, SINGLE	\$ 2,537.05	\$ 25,370.52
<i>Network Switches</i>				
ExtremeSwitching X590 base unit with 24 1Gb/10 Gb SFP+ ports, 1 10Gb/40Gb QSFP+ port, 2 10Gb/25Gb/40Gb/50Gb/100Gb capable QSFP28 port s, 2 unpopulated power supplies slot s, 4 unpopulated fan module slot s				
2	16790	EW NBD AHR 16790	\$ 4,577.20	\$ 9,154.39
2	97004-16790	EW NBD AHR 16790	\$ 945.12	\$ 1,890.24
8	17115	Fan module, Front to Back airflow	\$ 111.59	\$ 892.68
4	10960	770W AC power supply, Front-to-Back airflow	\$ 265.61	\$ 1,062.44
2	97000-16795-1	EW TAC & OS 16795 - 1 Year	\$ 142.59	\$ 285.17
4	10061	Power Cord	\$ 10.61	\$ 42.44
2	10411	100Gb, QSFP28-QSFP28 Direct attach passive copper cable, 1m	\$ 132.44	\$ 264.88
8	10302	10Gb, 10GBASE-LR, 10km	\$ 812.20	\$ 6,497.56
48 x 10/100/1000BASE-T 802.3bt 90W PoE ports, includes 2 x Stacking/QSFP28 ports, 3 fan modules, 1 VIM slot				
4	5520-48W	EW NBD AHR 5520-48W - 1 Year	\$ 3,181.10	\$ 12,724.39
4	97004-5520-48W-1	EW NBD AHR 5520-48W - 1 Year	\$ 485.56	\$ 1,942.24
4	10941	1100W AC PSU FB	\$ 471.95	\$ 1,887.80
4	10099	Power Cord, 13A, USA, NEMA	\$ 10.61	\$ 42.44
16	10302	10Gb, 10GBASE-LR, 10km	\$ 812.20	\$ 12,995.12
<i>Fiber</i>				
375	C-W3006NG-01	Superior Essex 6 Strand OM3 MM Fiber I/O Rated	\$ 0.65	\$ 242.31
2	C-RS1-QTR	Superior Module 12/24 Port Wall Mount LIU	\$ 146.00	\$ 292.00
2	C-APL-QTR-DL50L	Quiktron Q-Series 12-Strand, LC Duplex, PB Insert, MM Aqua LC Panel	\$ 32.00	\$ 64.00
12	C-LCS-OM4-UPC-09	ilsentech OM3 LC Connectors	\$ 45.00	\$ 540.00
2	C-LC-LC-1M-OM3-FIBERPATCH	1 Meter 10G LC/LC Duplex 50/125 Multimode Fiber Optic Patch Cable	\$ 21.00	\$ 42.00
0	C-MISCFIBERMATERIALS	Miscellaneous Fiber Materials for Pole Installations	\$ 25.00	\$ -
2	10301	Extreme SR SFP module	\$ 475.61	\$ 951.22
1		Rack	\$ 350.00	\$ 350.00
TOTAL OF PARTS			\$ 229,514.88	
1	SERV-NETWORK05	Configuration of Switches and Wireless	\$ 3,380.00	\$ 3,380.00
1	SERV-CABLING04	Installation of Network Cabling and Access Points	\$ 19,175.00	\$ 19,175.00
5	SERV-MAINTENANCE01	1 Day of Support	\$ 800.00	\$ 4,000.00
TOTAL OF LABOR			\$ 26,555.00	
GRAND TOTAL			\$ 256,069.88	

PURCHASE AGREEMENT
City of Tupelo – Bancorp South Arena & Conference Center Wi-Fi Project

This agreement is made and entered into by and between Synergetics Diversified Computer Services, Inc. of P. O. Box 80264, Starkville, Mississippi 39759, hereinafter referred to as “Synergetics”, and City of Tupelo, 71 East Troy Street, Tupelo, MS 38804.

WHEREAS, Synergetics has reviewed the Client’s Eligible Equipment and/or Services needs contained within the provided and is desirous of providing the Client with the needed Equipment and/or Services;

WHEREAS, the Client has reviewed Synergetics’ capabilities and is desirous of Synergetics providing the needed Eligible Equipment and/or Services;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, conditions and agreements herein contained, the parties hereto, each intending to be legally bound, agree that the above recitals are incorporated into this Agreement and also agree as follows:

1.0 Description of Services. Beginning on the date of execution of this Agreement, Synergetics will provide the services (collectively, the “Services”), as described in Exhibit A of this document.

2.0 Synergetics Pricing Schedule. For services rendered, Synergetics will submit an invoice to the Client according to the terms defined in Exhibit A of this document.

3.0 Expense Reimbursement. Unless expressly stated otherwise, Synergetics shall bear all “out of pocket” expenses related to travel and lodging. Expenses incurred for hardware, software, etc. as required by the task being performed, shall be borne by the Client. Client shall be provided estimation of these expenses, and Client will provide permission for these expenses and agreement to pay for these expenses, prior to the expense actually being incurred.

4.0 Ownership. Subject to the provisions of Section 13.9, the Client shall be the sole owner of any and all installed software and hardware, network configurations, network wiring and cabling, and other equipment physically installed in conjunction with this project. Synergetics shall make no claim to the aforementioned property; however, the following provisions apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, patents, studies, reports, and research (collectively, Intellectual Property):

4.1 Synergetics’ Intellectual Property. Synergetics holds an interest in the Intellectual Property activities that result from this Agreement.

4.2 Development of Intellectual Property. Any improvements to Intellectual Property items, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Synergetics (or Synergetics’ employees, if any) during the term of this Agreement shall be the property of Synergetics.

5.0 Liability. Synergetics will under no circumstances be liable to the Client or any other third party for indirect, special, incidental or consequential damages, losses or expenses, including but not limited to loss of profits, loss of business opportunities, loss of goodwill, loss of records or data, or loss of equipment use, even if Synergetics is advised of such damages, losses or expenses.

6.0 Indemnification. Client agrees to indemnify and hold Synergetics harmless from any claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Synergetics and / or its employees that result from acts or omissions of Synergetics’

and / or its employees, if any, and Synergetics' agents for any issues neither directly nor indirectly caused by Synergetics.

7.0 Term and Termination

7.1 Term. This Agreement, being entered into as of the aforementioned date, shall have service start date of February 1, 2021 and shall remain in term until January 31, 2022, at which time it may be renewed by mutual consent of the contracting parties for up 4 additional terms of 1 year each.

7.2 Termination. Subject to the provisions of Section 13.9, either party may terminate this Agreement at will by giving 30 days written notification to the appropriate agent listed hereunder:

If to Synergetics:

Synergetics Diversified Computer Services, Inc.
P. O. Box 80264
Starkville, MS 39759
Attn: David Palmer
CEO

If to the Client:

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attn: Jason Shelton
Mayor

and by fulfilling their respective obligations upon termination as outlined in 7.3.

7.3 Obligations Upon Termination. Upon the effective date of termination of this Agreement by either party for any reason the following provisions apply:

- (i) All sums owed by the Client to Synergetics will be immediately due and payable;
- (ii) The Client will return to Synergetics any and all property belonging to Synergetics; and
- (iii) Synergetics will return to the Client any and all property belonging to the Client.

8.0 Confidentiality. Each party acknowledges that it may from time to time receive Confidential Information from the other party. Each party agrees not to disclose such Confidential Information of the other party, except as expressly permitted herein. Each party shall prevent any unauthorized person from having access to the other party's Confidential Information, shall return any such Confidential Information to the other party at any time upon request and shall return or destroy all copies of such Confidential Information immediately after termination of this Agreement. A violation of this paragraph shall be a material violation of this Agreement.

9.0 Unauthorized Disclosure of Information. If it appears that either party has disclosed (or threatened to disclose) information in violation of this Agreement, the harmed party shall be

entitled to an injunction to restrain the violating party from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has

been disclosed or may be disclosed. The harmed party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

10.0 Confidentiality After Termination. The confidentiality provision of this Agreement shall remain in full force and effect after the termination of this Agreement.

11.0 Hiring of Synergetics' Employees. Prior to the target date of the completion of this Agreement and for a period of two years after the termination of this Agreement, Client will not hire or offer to hire, either directly or indirectly, any employee of Synergetics without Synergetics' written consent. Likewise, Synergetics will not hire or offer to hire, either directly or indirectly, any employee of Client without Client's written consent.

12.0 Billing and Collections. Client agrees to abide by Synergetics' Billing and Collections Policy as shown below:

12.1 Synergetics will promptly render invoices to Client.

12.2 Client agrees to render payment for invoices promptly.

12.3 Any outstanding balance that remains unpaid beyond thirty (30) calendar days of Invoice rendering is considered past due.

12.4 The client is expected to pay interest expense on the outstanding balance. A 1.5% per month interest expense accrues from the date of the invoice(s). This interest expense will not be charged if the invoice is paid within thirty (30) days. Outstanding balances older than thirty (30) days will have the interest expense added to the amount outstanding.

12.5 If a balance remains unpaid for a period of ninety (90) calendar days, Synergetics may assign this overdue balance to a third party for the purpose of collecting the overdue balance.

13.0 Miscellaneous.

13.1 Notices. Notices required during the term of this Agreement if given by regular mail or electronic means generating a hard copy printout shall be deemed to have been given or made when delivered personally or placed, properly addressed and postage prepaid, in the mail of any jurisdiction or communicated by telefax or similar electronic means. All notices will be given by one party to the other at the addresses indicated in 7.3, unless change thereof previously has been given in writing to the party giving notice.

13.2 Amendment. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both parties.

13.3 Severability. If any one or more provisions of this Agreement is declared invalid or unenforceable, the same shall not affect the validity or enforceability of any other provision of this Agreement if the essence of the parties' agreement is retained, and such invalid or unenforceable provision shall be limited or curtailed only to the extent necessary to make such provision valid and enforceable.

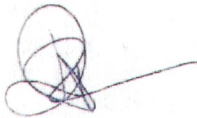
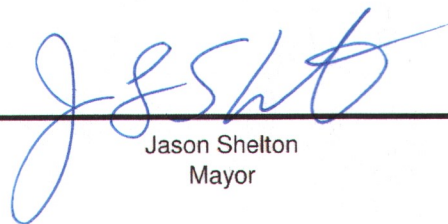
13.4 Waiver. Any failure of either party to enforce any of the provisions of this Agreement will not be construed as a waiver of such provisions or the right of the party thereafter to enforce each and every such provision.

- 13.5 *No Third Party Beneficiaries.* The parties specifically intend and agree that no one other than the parties to this Agreement shall be deemed to be a third party beneficiary of any of the rights or obligations set forth in this Agreement.
- 13.6 *Exhibits and Schedules.* All exhibits and schedules to this Agreement, if any, are hereby incorporated by reference into, or made a part of, this Agreement.
- 13.7 *Entire Agreement.* All prior proposals, understandings, and other agreements, whether oral or written, between the parties that relate to this subject matter are hereby superseded and merged into this Agreement. This agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof. The express terms hereof control and supersede (i) all oral or written understandings of the subject matter hereof and (ii) any course of performance and/or usage of trade inconsistent with any of the terms hereof.
- 13.8 *Applicable Law.* The Agreement shall be governed by the laws of the State of Mississippi.
- 13.9 *Funding Contingency.* If this Agreement is to be funded using E-rate discounts, the entire Agreement is contingent upon the Client receiving the requested E-rate funding provided by the Universal Service Fund, of which the fund administrator is the Schools and Libraries Division of the Universal Service Administrative Company. Both contractual parties will honor the decision of the Schools and Libraries Division and the appropriate action will be taken at the time of funding approval or denial. Notwithstanding the foregoing, it is agreed that once Client has taken possession of the goods or services supplied by Synergetics pursuant to the terms of this Agreement, Client shall be liable for the price for such goods or services regardless of whether the E-rate funding is approved or paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers or representatives as of the date first written above. By signing below each of the duly authorized officers or representatives agree to all terms and conditions contained herein and certify that they have full legal authority to bind their respective organization these terms and conditions.

**Synergetics Diversified
Computer Services, Inc.**

Client

David A. Palmer
CEO

Jason Shelton
Mayor

1/22/2021

1-20-2021

Date Signed

Date Signed

EXHIBIT A

Synergetics will provide the Client with the following Equipment and/or Services for the term of fifteen months as defined in the Agreement.

PURCHASE AGREEMENT

This Purchase Agreement provides for purchase of the following Equipment and/or Services as detailed in the below referenced quotes:

Bancorp South Arena & Conference Center Wi-Fi Project (Breakdown of Equipment is attached)	\$256,069.88
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Mandatory Addendum to
All City of Tupelo Contracts
August 2019

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

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

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

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013



AGENDA REQUEST

TO: Mayor and City Council
FROM: Pat Falkner, Director, Development Services
DATE January 8, 2021
SUBJECT: IN THE MATTER OF SURPLUS VEHICLE **PF**

Request: Development Services needs to surplus a vehicle damaged in accident in order to insurance payment. The inventory form is attached.

Demolition List for 1/19/21 City Council Meeting

211 Barnes St.

920 Blair St.

2471 Walsh Rd.

5173 Purnell Rd.

211 Barnes St.

BASIC INFORMATION

- ▶ PARCEL: 089F-30-256-00
- ▶ CASE : 32726
- ▶ WARD: 4
- ▶ TAX VALUE OF STRUCTURE: \$5,420
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side n/a

Left side n/a

Rear n/a

Across street multiple structures on one parcel

TAXES/LIENS

Taxes – current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – NO
- ▶ YARD OR GROUNDS POORLY MAINTAINED – NO
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ 4 PRIOR VIOLATIONS
- ▶ CURRENT STATUS –OPEN - CHAP 34
- ▶ ATMOS and Tupelo Water and Light referred this property for demolition after responding to a gas leak on/near the property in November 2020. This property is in an estate and has not been maintained for many years. It has not had electricity in almost 10 years and has strictly been used for storage.

211 Barnes St.



211 Barnes St.



211 Barnes St.



920 Blair St.



920 Blair St.



920 Blair St.



2471 Walsh Rd.**BASIC INFORMATION**

- ▶ PARCEL: 074V-20-031-00
- ▶ CASE: 32207
- ▶ WARD: 1
- ▶ TAX VALUE OF STRUCTURE: \$9,460
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY STRUCTURES/ TAXES

- | | | |
|-----------------|----------------|----------|
| ▶ Right side | 2515 Walsh Rd. | \$40,570 |
| ▶ Left side | 2441 Walsh Rd. | \$51,900 |
| ▶ Rear | n/a | |
| ▶ Across street | 2492 Walsh Rd. | \$24,280 |

TAXES/LIENS -

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ 5 PRIOR VIOLATIONS
- ▶ CURRENT STATUS – OPEN - CHAPTER 34 CASE
- ▶ Property is locally owned but has deteriorated to the point that the owner was forced to relocate. He is trying to get a Habitat for Humanity house built on this property, but does not have the funds to demolish the existing structure.

2471 Walsh Rd.



2471 Walsh Rd.



2471 Walsh Rd.



5173 Purnell Rd.



5173 Purnell Rd.



**MINUTES OF THE
TUPELO PLANNING COMMITTEE
December 7, 2020**

CALL TO ORDER

Chairperson Ms. Leslie Mart called the meeting to order. She asked Mr. Gus Hildenbrand to open with a prayer and Mr. Jimmy Swann to lead the pledge of allegiance. She then asked committee members to introduce themselves. Ms. Patti Thompson, Mr. William Smith, Mr. Gus Hildenbrand, Mr. Scott Davis and Mr. Jimmy Swann, Development Services staff member Ms. Marilyn Vail were in person. Ms. Mart and Mr. Lindsey Leake were present using Zoom.

REVIEW OF NOVEMBER 2020 MINUTES

Chairperson Mart asked the group if they had reviewed the minutes of the last meeting. Ms. Thompson made a motion to approve the minutes as written and Mr. Smith seconded. The motion carried and approved the minutes.

REPORT ON COUNCIL ACTIONS

Ms. Vail reported the status of the November agenda items. The rezoning will have its final public hearing and vote before the Council on December 15, 2020. The other items on the agenda were approved by the City Council at their last meeting.

NEW BUSINESS

- **FLEXVAR20-05: Application from Roberto Meza to allow construction of a fence six feet in height in the front yard of property at 4264 Butler Road.**

Mr. Roberto Meza, 4264 Butler Road explained that he had purchased the home and adjacent lot and wanted to install a fence along the front of his property and down the sides to protect his children as they play outside. He went on to describe the high volume of traffic in the area. He described the fence he is proposing as being about forty inches of a decorative concrete border with decorative wrought iron on top of it to reach a height of seventy-two inches. Mr. Meza also stated that he plans to have his property surveyed to determine the right of way and plans to put the fence at least eight feet off the right of way.

Mr. Hildenbrand and Mr. Swann both discussed a large ditch on the right of way and asked Mr. Meza how far from the ditch the fence will be. He explained that is why he is having the property surveyed so he will provide ample room for working on the buried utilities if necessary. The group continued to discuss the details of the fence. The Committee had no more questions for Mr. Meza and opened the public portion of the meeting.

Mr. Jason Warren, developer of a new subdivision in the area and resident at 1006 Charleston Boulevard, said that he prefers the existing natural landscaping of Mr. Meza's property and fears that the very ornate fence planned will be distracting to the area. Chairperson Mart asked about the fencing around the new subdivision. He explained they have created a berm with landscaping on the top and are using wooden fencing. Mr. Warren said he preferred a wrought iron fence without a concrete base.

Mr. Davis stated that, as one travels Butler Road all you may see is miles of solid board wooden fences. He went onto explain that these fences are on the back yards of homes but he felt this wrought iron fence will be more open and attractive. He went on to say that the concrete portion of the fence could be limited to less than forty inches.

Since there was no one else to speak at the public portion, the Committee closed it and started their discussion. Mr. Pat Falkner, Director of Development Services, and Committee member Ms. Pam Hadley joined the meeting via Zoom at this time.

The Committee discussed the height of the decorative concrete base. Mr. Falkner said his analysis was on the picture of the fence Mr. Meza provided. It shows a base of only about sixteen inches high. He felt that the lower base and openness of the wrought iron did not pose as much a visibility issue for traffic or blocking view of the home. He went on to say that a forty-inch high concrete base would count as a wall and not a fence. Mr. Falkner said he thought thirty-six inches was as high as it should be.

The Committee continued to discuss various heights from eighteen inches to twenty-four inches. Mr. Davis then made a motion to approve the fence with a decorative concrete base of no higher than twenty-four inches with the total fence being no taller than seventy-two inches and at least eight to ten feet from the right of way. Mr. Hildenbrand seconded the motion and the vote was unanimous in favor of the motion.

- **FLEXVAR20-08: Application from Michael Carter / CLRS, LLC to allow construction of a building addition with a five-foot setback rather than the required ten-foot setback.**

Ms. Amy Thomas spoke on behalf of CLRS, LLC and Mr. Michael Carter located at 103 Rankin Boulevard. Ms. Thomas explained that they are requesting to add on to the building the width of the existing drive for a storage room for equipment related to the rental business. The outside of the addition will match the existing brick building and the roofline will be extended and look the same. Ms. Thomas provided a picture of a roll up garage door planned for the project. The Committee members reviewed the picture.

Mr. Hildenbrand and Chairperson Mart both asked about the foundation for the building addition. Ms. Thomas explained she did not know about the details of the construction. She added the contractor would be responsible for those details. The Committee had no other questions for Ms. Thomas and opened the public portion of the meeting.

Ms. Corinne Keith, 105 Rankin Boulevard, spoke against the application. She listed her concern for fire safety, decline of her property value and that the addition would provide no benefit to the neighborhood. Ms. Keith further explained that she understood that Mr. Carter owned many properties in Tupelo and felt that one of the other properties would be more appropriate for this storage area than the one next to her. She also talked about Mr. Carter having the property surveyed. Ms. Keith said she has hired a surveyor to survey her property but unfortunately, their schedule prevented them from having it complete before the meeting. She felt that five feet was too close for them to be to her property line. Ms. Keith then mentioned that there is an Atmos gas line running very close to the driveway and her property. She then introduced her husband, Kenny, to explain the gas line.

Mr. Kenny Keith said he had talked to Atmos and expected them to be at the meeting. He went on to say that the gas line runs across Kings Creek and across this property providing gas for all the businesses east, including Kroger. He stated the line runs very close to where they plan to build the addition.

Ms. Joyce Logan, who owns 104 Rankin and lives at 106 Rankin, expressed her objection to the variance agreeing with all the reasons Ms. Keith had expressed. She then read a warning notice about construction near a natural gas line. She also talked about how hard Ms. Keith and the other neighbors had worked to make their end of Rankin Boulevard more attractive.

The Committee closed the public portion on the meeting and discussed the information provided and the concerns about the details of the building addition, Ms. Keith's request to have her property surveyed and the location of the gas line. Mr. Hildenbrand made a motion to table the item until they are able to get answers to the various concerns. Ms. Thompson seconded the motion. Chairperson Mart asked for a discussion of the motion. They asked Ms. Thomas to discuss their concerns. Ms. Thomas said she supported tabling the item so that she could have someone there to answer all their questions. The Committee then voted and it was unanimous to table the item until there are answers for their questions.

The Committee then asked about the next meeting. Mr. Falkner and Ms. Vail explained there is a Special Called meeting scheduled on December 21 to address a rezoning request and another variance. The Committee decided to hold a work session on December 14.

The Committee adjourned the meeting.

Tupelo Department of Parks & Recreation Shockwave Aquatic Team Facilities Usage Agreement

No organization, other than the Tupelo Department of Parks & Recreation, shall be allowed to rent, use, or lease a department facility without the direct supervision of the Department. All events must be approved by the Director and copied to the Tupelo Parks & Recreation Advisory Board.

SHOCKWAVE Athletic Department must submit to the Tupelo Department of Parks & Recreation the names of a coach(s), event coordinator(s), or a Meet Director(s). The coordinator(s) will represent SHOCKWAVE for the entire event (and program year) and should meet with Department Representatives before, during, and after event for best possible communication and preferred implementation of department policies and procedures.

SHOCKWAVE must submit to the Tupelo Department of Parks & Recreation an event schedule for approval before its release to participating teams, coaches, or public. The event schedule must be submitted at least TWO WEEKS before the scheduled event's starting date.

This notice is necessary for Department Facility Maintenance and Aquatics Division to plan for event and ensure the best possible preparation for the facility.

The Tupelo Department of Parks & Recreation has sole authority in any decisions concerning facility maintenance, facility cancellations due to weather, or related matters that directly affect the Department, Sponsoring Organization or the City of Tupelo.

RESPONSIBILITIES

I. SHOCKWAVE

SHOCKWAVE shall be permitted for use of Tupelo Aquatic Center. SHOCKWAVE shall be responsible for:

1. Completing the Facilities Usage Agreement
2. Submitting names of coach(s), event coordinator(s), and/or meet director(s).
3. **Abiding by Department and Aquatic Center's policies and procedures. See attached. ABIDE BY UPDATED RESTRICTIONS AND GUIDELINES FOR THE COVID-19 PANDEMIC OUTBREAK WITHIN THE CITY OF TUPELO.**
4. Providing officials, volunteers, and other event/ coaching personnel to run meet and practices.
5. Providing awards, brochures, and any other swim meet and Shockwave information.
6. Submitting meet and practice schedule. All changes must be submitted at least two weeks in advance. Meet schedule is to be given to Tupelo Parks & Recreation aquatic staff at least two weeks before scheduled meet. If practices are cancelled, Tupelo Aquatic Center must be notified to allow pool availability for other activities.
7. **Trash collection during and after practices. Will help aquatic staff with trash collection prior, during, and after an event or meet.**
8. Using only approved/authorized pool equipment around the facility.
9. Providing adequate supervision for all practices, meets, and special events.
10. Repairs or damages to the facilities when determined that Shockwave member(s) or personnel to be responsible, other than normal wear and tear.
11. Adhere to the lane rope addendum.
12. Giving the swim coach(s) authority to call practices and meets off due to weather.
13. Seeing that no FOOD is allowed on the pool deck during Shockwave practice times.
14. Keeping entry fees and concessions from meets.
15. Parents are not allowed on the pool deck during swim team practice or swim meets.
16. Parents will be allowed to sit in designated bleacher area during swim team practice at No Charge (unless during recreational swim time). **PARENTS ARE NOT ALLOWED IN THE BUILDING DUE TO COVID-19 OUTBREAK IN 2020/2021.**
17. No food or drink allowed in natatorium during daily operational hours (includes the parents/siblings in the stands). Only plastic bottled water allowed.
18. Informing all parents and adults that when picking up their swimmer, they must park in designated parking space and not in front of the building. Parking available at the north end of the building past the handicap parking spaces.
19. No phones allowed in the bathrooms or locker rooms.
20. No loitering in Locker rooms, bathrooms, and commons area.
21. No TOBACCO

22. NO GUM
23. All Shockwave swimmers must shower before entering the pool.

II. Department

Tupelo Department of Parks & Recreation shall be responsible for facility maintenance and assurance of optimal facility preparation. TDPR will:

1. Provide maintenance of the facility and pools
2. Work with SHOCKWAVE to insure best possible season/meet
3. Enforce TDPR and Aquatic Center's policies and procedures
4. Pay all utilities expense
5. Approve Sponsoring Organizations
6. Provide lifeguards for each Shockwave swim meet.
7. Approval of any changes in event, meet, or practice schedule

CONCESSION AGREEMENT

- Concession Stands are the property of the City of Tupelo. SHOCKWAVE may use the concession stand during its swim meet or other approved event to raise funds for their organization at no additional rental fee(s).
- Shockwave is responsible for assisting with litter pickup, ensure other clubs are responsible for their litter during swim meets.

FEE AGREEMENT

- An assigned Aquatic Management Team Member from Tupelo Department of Parks & Recreation will meet with the SHOCKWAVE to discuss any special instructions or request(s) prior to start of new contract.
- The Tupelo Department of Parks & Recreation strives to provide the best facilities and services available for our citizens.
- The Aquatic Facility Usage fee will be an annual fee of \$30,000.00. The contract will be reviewed annually. Notwithstanding, however, in the event that the cash position of Shockwave (prior to the end of City of Tupelo's budget year) is insufficient to pay such Aquatic Facility Usage Fee, Tupelo Department of Parks & Recreation agrees to meet with representatives of Shockwave to negotiate in good faith an Aquatic Facility Usage Fee for October 1, 2020-September 30, 2021 that is mutually agreeable to all parties.
- Shockwave is a tenant of the Tupelo Aquatic Center. Shockwave is responsible of relaying the Tupelo Aquatic Center's policies to each member of the Shockwave staff, swimmer, and the parents of swimmers. Any infractions of the Tupelo Aquatic Center's Policy and Procedures will result in a \$50 fine.
- Shockwave has designated time for pool use. Any other time, drop-in fees will apply.
- SHOCKWAVE will be responsible for all supplies, equipment, and manpower needed to run a meet and practices.
- Facility Rental Fees for swim meets is as follows ***(Oct. 1, 2020 – September 30, 2021: No additional fees for swim meets)**
 - \$750 for a 1-day meet
 - \$1200 for 2-day meet
 - \$1500 for a 2 ½-day meet
 - \$1800 for a 3-day meet
 - \$2100 for a 3 ½ day meet
 - \$2400 for a 4-day meet
 - \$2700 for a 4 ½-day meet
 - \$3000 for a 5-day meet
 - Each additional half-day session is \$300
 - If Shockwave needs use of the teaching pool for meets, an additional \$100 per day is added to cost of rental fee.

FACILITY POLICIES

- No coolers allowed.
- Gum chewing is NOT permitted anywhere in the pool area for health and safety reasons.
- Glass is prohibited in or around the pool facility.
- NO WEAPONS allowed in the building.
- No tobacco/vapor products allowed.
- No smoking within 25 feet of any entrance of the Tupelo Aquatic Center.
- The usage of vapor/e-cig products is prohibited.
- No alcoholic beverages or drugs allowed.
- No running. No boisterous or rough play, pushing, acrobatics, dunking, wrestling, splashing, yelling, diving or jumping without care and caution, snapping of towels, improper conduct causing undue disturbances on or about the pool area of any acts which would endanger any patron.
- Climbing to and from deck bleacher to permanent bleachers is prohibited.
- No expressions of physical or verbal abuse to any staff member or other user of the facility will be allowed.
- No Profanity.
- No misuse of the equipment.
- No public displays of affection.
- Tupelo Aquatic Center is not responsible for lost or stolen items.
- Each user of the Tupelo Aquatic Center must shower in the appropriate locker room before entering the pool.
- No diving in shallow water, crowded areas or where it is specifically marked "NO DIVING." No Cartwheels or flips off the side of the pool.
- No hanging on lane ropes.
- Do not walk on the bulkhead.
- The Tupelo Parks & Recreation lifeguards have final authority on all matters concerning safety and emergency situations in all Tupelo Parks & Recreation aquatic facilities until relieved by proper authorities.
- Blocking or restriction of fire lanes or emergency exits is prohibited.

Facility Restroom/Locker Room Policies

- Patrons are to use the restrooms and locker rooms of the gender that is identified on their driver license.
- Writing on walls of bathrooms are prohibited and will result in dismissal from the facility for a determined amount of time and payment for repair will be required.
- The use of camera, video cameras or any devices containing camera equipment of any kind is prohibited in all locker rooms, bathrooms, and changing rooms.
- No food or drink is allowed.
- Guests are strongly urged to lock all items left unattended in the locker room. Guests must pay to rent a locker at the front desk. Swimmers also have the option to put their articles in designated bleacher area seating. Tupelo Aquatic Center is not responsible for any lost or stolen items.
- No loitering.

Facility Medical Policies

- Patrons are not allowed to swim with open wounds or cuts even if covered by a Band-Aid or bandage. Any person having a skin disease, sore or inflamed eyes, cold, nasal or ear discharge, communicable disease or who is wearing a Band-Aid or bandage to cover an open wound (unhealed) will not be permitted in the pool. If the lifeguard gives first aid to a patron that

requires a Band-Aid or bandage, the patron will not be able to re-enter the water. No refunds will be given. This is to insure the safety of the swimmer.

- Any person experiencing a nosebleed cannot re-enter water unless it has completely stopped bleeding for at least 30 minutes.
- No blowing of the nose, spitting or spouting of pool water.
- Any adult or child experiencing even a mild case of diarrhea may not use the pool. Person with diarrhea should wait 2 weeks after symptoms end before returning to the pool. Pathogens of concern may still be shed up to 2 weeks following the end of symptoms.
- Band-Aids are not allowed by any user group while participating in water activities.

SHOCKWAVE Facilities Usage Agreement Form


I, the undersigned, have read and been provided a copy of the Tupelo Department of Parks & Recreation Facilities Usage Agreement and understand the responsibilities of SHOCKWAVE. I agree to abide by the policies of the Tupelo Department of Parks & Recreation Facility Usage Agreement.

Date: 10/01/2020
 Sport: SHOCKWAVE SWIMMING
 Facility: Tupelo Aquatic Center

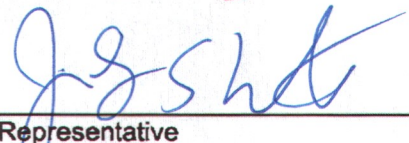
SHOCKWAVE Head Coach: Coach Lucas Smith
 SHOCKWAVE President: Gene McDade

Work Phone: (Coach) _____ (Pres) _____
 Mobile Phone: (Coach) _____ (Pres) _____
 Email: (Coach) _____ (Pres) _____

The Aquatic Facility usage fee for practices and (5) scheduled meets are included in the annual rental fee of \$30,000.00


 Shockwave Signature

1/15/2021
 Date


 City Representative

1/20/2021
 Date

List additional instructions on back of form.
 This form will be copied to the Director of Tupelo Parks & Recreation, Aquatics Director, and SHOCKWAVE. The Department will keep original on file.

OFFICE USE ONLY		
\$ _____ Amount Paid (if any)	_____ Receipt #	_____ Method of payment
_____ Staff Signature		_____ Date

2020/2021 Meet Schedule for Shockwave

1. November 20-22, 2020: John Servati Memorial Invitational
2. December 11-13, 2020: Nightmare Before Christmas
3. February 2021: MSI Short Course Championships
4. July 2021: MSI Long Course Championships
5. July 27-31, 2021: USA Swimming Southern Zone Age Group Championships

Practice Schedule

***Summer Only/7 lanes/50 m**

Mon-Fri @ 5am-10:30am

Mon., Tues., & Thurs. @ 6pm-8pm

Short Course Shockwave Season (excludes THS)

Mon.-Fri @ 3:15 pm-5:30pm (16 lanes/25yd: 15 lanes in Comp and 1 lane in EP)

Tues & Thurs @ 5am-6:30am (8 lanes/25yd)

Long Course Shockwave Season

Mon-Fri @ 3:15pm-5:30pm (7 lanes/50m)

***Masters**

Mon., Wed., & Fri @ 5am-6:00am (7 lanes/50m)

- Any Saturday Shockwave practice(s) must be requested at least two weeks prior for approval. Lane usage is not guaranteed for Saturday practice(s). Shockwave must submit date, time, and number of lanes of requested practice to check availability. Contingent on TAC resuming normal operating business hours on weekends.

Sponsorship Opportunities available to Shockwave Aquatics:

1. Large Scoreboard Panel Sponsors
2. Small Scoreboard Panel Sponsors
3. Starting Block Sponsors
4. Founding Sponsors

Shockwave will receive 100% of all marketing income from the above sponsorship opportunities available at the Tupelo Aquatic Center.

Addendum to Facilities Usage Agreement
August 27, 2015

The Shockwave Invitational held in April of each year in memory of John Servati will be discounted \$1500 beginning April 1, 2015- April 30, 2024.

Addendum(s) to Facilities Usage Agreement
September 15, 2016

Tupelo Aquatic Club, Inc., doing business as Shockwave Aquatics, will maintain certified affiliation of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City of Tupelo that at all time during which it uses the pool it will follow SafeSport practices and policies as required by USA Swimming so as to assure the safety of all participants.

In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

As part of this Agreement, Shockwave Aquatics must continue as a 501 ©(3) charitable organization to promote swimming for youth and adults for recreational and competition. Shockwave Aquatics will maintain their registration, monetary transactions, and daily operation.

Shockwave Aquatics will complete and abide by the Mississippi Sales & Special Tax Return for all Shockwave events where concessions, vendors, and gate fees are collected.

Shockwave Aquatics is a tenant of the Tupelo Aquatic Center and must abide by all the policies and procedures set forth by the Tupelo Aquatic Center.

LANE ROPES

September 1, 2020-February 28, 2021 (Short Course season)

Friday: Shockwave will pull lane ropes after Friday's practice. If Shockwave doesn't practice, then Masters will pull lane ropes out after their practice Friday morning. If no practice by Shockwave or Masters on Friday, then Shockwave will pull lane ropes on Thursday night after their practice. Leaving lanes 1-4 for our lap swimmers on North end of pool and lanes 0-5 on South end of pool for our lap swimmers.

Sunday P.M.: Guards will put lane ropes in after rec swim

February 28 – May 21, 2021 (Long Course season)

Friday: Shockwave will pull lane ropes after Friday's practice. If Shockwave doesn't practice, then Masters will pull lane ropes out after their practice Friday morning. If no practice by Shockwave or Masters on Friday, then Shockwave will pull lane ropes on Thursday night after their practice. Leaving lanes 1-4 for our lap swimmers.

Sunday P.M.: Guards will put lane ropes in after rec swim.

DURING LONG COURSE – SUMMER (May 22nd – July 18th)

Sunday: Guards will put all ropes in at the end of rec swim in the competition pool. Except May 28 and July 3 because Shockwave will not practice on May 29th and July 4th and we will be open for rec swim on those dates. On May 28th and July 3rd, leave the lane ropes out for rec swim on the following Monday holiday rec swim times.

Monday: The lane ropes will already be in the pool for Shockwave and since we will not be open for rec swim on Mondays, the lane ropes can remain in the competition pool ready for Tuesday.

Tuesday A.M.: Shockwave will have to pull all lane ropes out of lanes 5-8. Shockwave will leave 4 lanes available for our lap swimmers (lanes 1-4) unless otherwise specified due to an inflatable insert.

Tuesday P.M.: Guards will put ropes in after rec swim.

Wednesday A.M.: Shockwave will pull lane ropes out after practice leaving lanes 1-4 for our lap swimmers.

Thursday A.M.: Shockwave will have to put lane ropes before practice and take out after practice.

Thursday P.M.: Shockwave will have to put lane ropes in before practice.

Friday A.M.: Shockwave will have to pull lane ropes out after practice. Leave lanes 1-4 for our lap swimmers.

If Shockwave swims on Saturday morning, they will have to put the lane ropes in before practice and take out after practice. Leaving lanes 1-4 in for our lap swimmers.

July 19th – August 8, 2021

Lane ropes will remain in.

August 9-December 31, 2021 (Short Course season)

Friday: Shockwave will pull lane ropes after Friday's practice. If Shockwave doesn't practice, then Masters will pull lane ropes out after their practice Friday morning. If no practice by Shockwave or Masters on Friday, then Shockwave will pull lane ropes on Thursday night after their practice. Leaving lanes 1-4 for our lap swimmers on North end of pool and lanes 0-5 on South end of pool for our lap swimmers.

Sunday P.M.: Guards will put lane ropes in after rec swim.

****IF A LANE IS UTILIZED IN THE ELVIS PRESLEY POOL, IT IS SHOCKWAVE AQUATICS WHO IS RESPONSIBLE FOR PUTTING THE LANE ROPE IN BEFORE PRACTICE AND TAKING THE LANE ROPE OUT AFTER PRACTICE.**

****Special called practices not listed in the contract, must be approved in advance by Tupelo Aquatic Center and Shockwave Aquatics is responsible for putting lane ropes in and taking lane ropes out.**

2021 Tupelo CVB contributions for swim meets**MSI Short Course State Meet (Feb.)**

- **Water and Soda for all 4 days/nights for coaches, volunteers, and officials – Hospitality drinks**
- **Shuttle Service based upon weather conditions and CDC Covid-19 guidelines**
- **Provide hotel stays (up to 2 rooms and not to exceed 3 nights)**

MSI Long Course State Meet (July)

- **Water and Soda for all 4 days/nights for coaches, volunteers, and officials- Hospitality drinks**
- **Shuttle Service based upon weather conditions and CDC Covid-19 guidelines**
- **Provide hotel stays (up to 2 rooms and not to exceed 3 nights)**

Southern Zone Age Group (July 27-31)

- **Swimmers' Lounge (Tent)**
- **Hospitality bag for coaches**
- **Backstroke Starting Devices were purchased in compliance of bid submittal**
- **Provide hotel stays (up to 5 rooms and not to exceed 5 nights)**

MHSAA Swimming Championships (October 22 & 23)

- **Food, water, and soda for coaches, volunteers, TAC staff, and officials ONLY**
- **Provide hotel stays for MHSAA staff (up to 3 rooms and not to exceed 3 nights)**



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief of Police

DATE January 8,2021

SUBJECT: IN THE MATTER OF REAPPOINTMENT OF RON RICHARDSON TO
POLICE ADVISORY BOARD **BA**

Request: Reappoint Ron Richardson to the Police Advisory Board for 3 year term.

DOB: [REDACTED]

Biographical Sketch
 Ron Richardson
 2331 Quail Creek Road
 Tupelo, Mississippi, 38801
 Phone: 662-844-6473 (Home)
 662-255-4994 (Cell)
 Social Security: [REDACTED]

Ron Richardson is a graduate of Anguilla High School, Hinds Jr. College, Mississippi State University, Southwestern Baptist Theological Seminary (Master of Religious Education), Southern Baptist Theological Seminary (Master of Divinity), and Columbia Theological Seminary (Doctor of Ministry). He completed 13 quarters of Clinical Pastoral Education at Bryce Mental Hospital (Tuscaloosa, AL), Kentucky Baptist Hospital (Louisville, KY), and Memorial Hospital (Houston, Texas). He developed the first Department of Pastoral Care at North Mississippi Medical Center, Tupelo, and was Director of this Department for 29 years. During this time he developed and was Clinical Director of the Critical Incident Stress Management (CISM) Team, developed and chaired the Medical Ethics Committee, developed and lead the Grief Guidance Team, developed and was an advisor to the Parkinson Disease Support group, initiated and helped develop the Shepherd's Center of Greater Tupelo, chaired the State Certification Committee for the College of Chaplains, and developed industrial chaplaincy programs for local industries serving for 14 years in two of the industries. He became a certified T'ai Chi Chih teacher in 2003. He has since then taught weekly TCC classes at the NMMC Wellness Center. Ron has served as interim and supply pastor in north MS Presbyterian churches and Christ The King Lutheran Church, Tupelo. He retired from the NMMC in 2005 and became the Parish Associate for Pastoral Care of the Tupelo First Presbyterian Church in August of the same year. He presently serves on the City of Tupelo Accountability Committee. He is married to Deanna (51 years), has two sons (Chris and Todd), two daughters-in-law (Angelia and Leigh) and four grandchildren (Anna Reese, Christopher Cole, Ava Holland, and Corinne Louise). After retiring as an avid Harley Davidson motorcycle rider taking trips through all 48 continental states plus Canada, he now enjoys being with his family, working in his garden, caring for older adults, and teaching TCC.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Bart Aguirre, Chief of Police

DATE January 8, 2021

SUBJECT: IN THE MATTER OF REAPPOINTMENT OF WILLIAM 'BILL' ALLEN TO
POLICE ADVISORY BOARD

Request: Reappoint William 'Bill' Allen to Police Advisory Board for 3 year term.

William R. (Bill) Allen, Jr. SPHR
Colonel (Retired) EN USAR
2250 Quail Creek Road
Tupelo, Mississippi 38801
April 6, 2017

After graduation from Tupelo High School in 1963, Bill graduated from The University of Mississippi in 1967 receiving a Bachelor of Business Administration with a major in Personnel Management. At the same time he was commissioned an Army Second Lieutenant, Quartermaster, on August 20, 1967 and entered active duty in March 1968. He attended the Quartermaster Officer Basic Course followed by the Open Mess Management Course at Fort Lee, VA. While on active duty during the Vietnam Era, he was assigned to the 2nd Logistical Command in Okinawa where he served in the Return Material Branch until being transferred to Fort Buckner, Okinawa as the Deputy Secretary Custodian of the Fort Buckner Officers Open Mess. Upon return from Okinawa, he was released from active duty in March 1970 and became a member of the Army Reserve. During the next twenty eight (28) years as a citizen soldier he remained in the reserve in various locations. He commanded at the company, battalion, and group levels and held numerous staff level positions. After thirty (30) years total service he retired at the rank of Colonel (O6) on his mandatory removal date of August 19, 1997.

Bill began his working career in Human Resources in October of 1970 with Super Sagless Corporation in Tupelo. He started as Employment Manager and worked his way to the position of Vice President of Human Resources. After the sale of Super Sagless in 1995, he left to become Director of Human Resources for Stratford in New Albany. In 1998 he became Director of Human Resources for Krueger International in Tupelo and then moved to what was then Quartet Manufacturing in Booneville in 2000. Through a merger the parent company of Quartet (GBC) and ACCO formed ACCO Brands Corporation in 2005. Bill chose to retire from ACCO on August 31, 2007 after thirty seven (37) years in Human Resources.

Bill is currently an active member of St Luke United Methodist Church in Tupelo, where he serves as Chair of the Finance Committee. He is a member of the Reserve Officers Association, Military Officers Association of America (MOAA), The Society For Human Resource Management (SHRM), Northeast Mississippi Human Resource Association, and is certified as a Senior Professional In Human Resources (SPHR) by the Human Resource Certification Institute. Bill was the recipient of the coveted "Mississippi Human Resource Professional of the Year" award in 2001 from the SHRM Mississippi State Council. He is a member and pas officer on the Board of Directors for Crime Stoppers of Northeast Mississippi, Inc., Past President and current Secretary of the Northeast Mississippi Chapter of MOAA, and a member and past Chairman of the Ole Miss Army ROTC Alumni Advisory Board. He was elected to the Army ROTC Hall of Fame in 1998. In 2016, Bill completed the TPD Citizens Police Academy. Since he retired, Bill currently "dabbles" in land management and performs human resource consulting through Allen Enterprises of Sherman LLC".

Bill and his wife Betty Lynn live in Tupelo where she retired from teaching in 2009 from Church Street Elementary School. Their son Bill III, his wife Leslie and their three children live in Mt. Brook, AL.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE January 13, 2021
SUBJECT: IN THE MATTER OF SURPLUS VEHICLE **BA**

Request:

Please accept this letter of request to surplus for scrap/auction the following vehicle, 2011 Dodge Charger, Vin#2B3CL1CG0BH589215. At the advice of our City Shop, this vehicles maintenance cost outweighs the cost of maintaining it. The mileage on the vehicle is over 200,000 and it also has a transmission that needs replacing among other issues.



Tupelo Convention & Visitors Bureau Board Meeting
Monday, January 11, 2021

The Tupelo Convention & Visitors Bureau met Monday, January 11, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Leslie Nabors, Chauncey Godwin and Gwendolyn Hudson. Tupelo CVB staff members present were Jennie Bradford Curlee, Brian Rucker, Kylie Boring and Stephanie Moody-Coomer.

Neal McCoy called the meeting to order at 2:02 p.m.

Leslie Nabors moved and Stephanie Browning seconded approval of the agenda. All voting aye, the motion carried.

Chauncey Godwin moved for approval of the minutes from the board meeting held in November 2020. Stephanie Browning seconded approval of the minutes. All voting aye, the motion carried.

Neal McCoy presented the financial report.

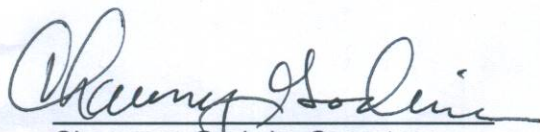
Brian Rucker, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

Neal McCoy and Stephanie Coomer reported on changes occurring for FY '21 in the Event Match Grant program. After meeting virtually with event planners and hearing the issues facing them after a year of diminished profits due to pandemic shutdown, the CVB determined that the rules for the program should be suspended for one year. This allows the CVB to support events, in ways in addition to marketing, to ensure events would be able to return in a more normal manner in 2022. The CVB board agreed.

Neal McCoy, Kylie Boring, Stephanie Coomer and Jennie Bradford Curlee presented a detailed look at the CARES Act spending of \$649,434.

The meeting adjourned at 2:53 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council
FROM: Pat Falkner, Director, Development Services
DATE January 8, 2021
SUBJECT: IN THE MATTER OF REZONING RZ20-02

Request: The Planning Committee recommended approval of rezoning property at 109-113 Lawndale Drive from Mixed Use Residential to Mixed Use Commercial. A public hearing has been scheduled and the item can be acted on at the next meeting.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben M. Logan, City Attorney
DATE January 14, 2021
SUBJECT: IN THE MATTER OF EXECUTIVE SESSION

Request:

Transaction of business and discussion regarding the report, development or course of action regarding security personnel, plans or devices. Miss. Code § 25-41-7 (4) (c) (1972 as amended).