



# TUPELO REGULAR CITY COUNCIL MEETING

JANUARY 19, 2021 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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**INVOCATION:** COUNCILMAN BUDDY PALMER

**PLEDGE OF ALLEGIANCE:** COUNCILMAN MIKE BRYAN

**CALL TO ORDER:** COUNCIL PRESIDENT MIKE BRYAN

**CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

**PUBLIC AGENDA**

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR REZONING LAWNSDALE DRIVE **PF**
2. IN THE MATTER OF DEMOLITION **PF**

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

**ACTION AGENDA**

**ROUTINE AGENDA**

3. IN THE MATTER OF MINUTES OF JANUARY 5, 2021 REGULAR COUNCIL MEETING
4. IN THE MATTER OF BILL PAY **KH**
5. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
6. IN THE MATTER OF SURPLUS FIXED ASSETS **KH**
7. IN THE MATTER OF APPROVAL FOR SUBMISSION OF FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM **AC**
8. IN THE MATTER OF APPROVAL OF CONTRACT FOR BCSARENA WI-FI PROJECT **RK**
9. IN THE MATTER OF SURPLUS VEHICLE **PF**
10. IN THE MATTER OF DEMOLITION **PF**
11. IN THE MATTER OF REVIEW PLANNING COMMITTEE MINUTES DECEMBER 7, 2020 **PF**
12. IN THE MATTER OF APPROVAL OF SHOCKWAVE AQUATIC USAGE AGREEMENT FOR TUPELO AQUATIC CENTER **AF**
13. IN THE MATTER OF REAPPOINTMENT OF RON RICHARDSON TO POLICE ADVISORY BOARD **BA**
14. IN THE MATTER OF REAPPOINTMENT OF WILLIAM ‘BILL’ ALLEN TO POLICE ADVISORY BOARD **BA**
15. IN THE MATTER OF SURPLUS VEHICLE **BA**
16. IN THE MATTER OF CVB MINS. JANUARY 13, 2021 **NM**

(CLOSE REGULAR SESSION)

**STUDY AGENDA**

- S1. IN THE MATTER OF LAWNSDALE DRIVE REZONING RZ20-02 **PF**

**EXECUTIVE SESSION**

[E1.](#) IN THE MATTER OF EXECUTIVE SESSION **BL**

**ADJOURNMENT**



## AGENDA REQUEST

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

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**Request:** Public hearing regarding proposed rezoning of property on Lawndale Drive from Mixed Use Residential to Mixed Use Commercial Corridor.

The Planning Committee recommended approval of this action at their December 21 meeting.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Department of Development Services Director (DJ)  
**DATE** January 13, 2020  
**SUBJECT:** IN THE MATTER OF DEMOLITION

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Request that the following properties be considered for demolition:

**211 Barnes St.**

**920 Blair St.**

**2471 Walsh Rd.**

**5173 Purnell Rd.**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** January 13, 2021

**SUBJECT:** IN THE MATTER OF MINUTES OF JANUARY 5, 2021 REGULAR  
COUNCIL MEETING

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**Request:**

Please review and approve.

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**JANUARY 05, 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 5, 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 invited Police Officer, Robert Cook to give 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 Whittington, to confirm the agenda and agenda order as presented. The vote was unanimous in favor.

### **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

Councilwoman Nettie Davis, wished everyone a Happy New Year and extended her hope for blessings and strength to all. She congratulated Reverend Richard Price and his wife on the birth of their baby girl.

Councilman Willie Jennings offered his thanks for 2021 and asked all to continue to stay safe, as the pandemic seems to be getting worse.

### **MAYOR'S REMARKS**

Mayor Shelton said it seems that we are beginning to see the light at the end of the tunnel concerning COVID-19 as the vaccinations have begun. The National Guard and others are distributing and assisting with the vaccinations, as needed. He feels that we are in the worst of the worst part of the pandemic, with the emergency rooms being used for patients who can't get a room. He asks for everyone to continue to wear masks, social distance, and follow the safety protocols set by the CDC guidelines, and both the State and Local mandates.

He wished everyone a Happy New Year. The celebration of 2021 is nothing like 2020's celebration, and asked that the Council continue to support the New Year's celebrations in 2022 and beyond.

The Dr. Martin Luther King celebration will be different this year, but is still considered the largest in Mississippi. He asked that all support and participate in the celebration, if possible. January 18-19 will be the National Day of Service.

**IN THE MATTER OF PUBLIC HEARING FOR REZONING**

No one appeared to speak at this Public Hearing.

**IN THE MATTER OF DEMOLITION**

1204 Hilda Avenue

Andy Portillo spoke to the Council concerning the possible demolition of the structure located at 1204 Hilda Avenue.

1410 Forrest Street

No one appeared to speak.

571 N Church Street

No one appeared to speak.

**IN THE MATTER OF ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI**

This item was tabled at the December 1, 2020 Council meeting and a Public Hearing was held earlier in tonight's meeting. Councilman L Bryan moved, seconded by Councilman Whittington, to approve the Ordinance Rezoning Property and Amending the Official Zoning Map of the City of Tupelo, Mississippi. Pat Falkner, Director of Development Services, addressed the Council with a request to rezone the property located at 2030 South Veterans Memorial Drive from industrial to mixed use residential. The Planning Committee unanimously approved the request at a prior meeting. Red Oak Church purchased this property, located across the street from their current location, and wishes to expand their after school program to this location. The vote was unanimous in favor of the Resolution. **APPENDIX A**

**IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON DECEMBER 15, 2020**

Councilman Beard moved, seconded by Councilwoman Davis, to approve the minutes of the regular Council meeting dated December 15, 2020. The vote was unanimous in favor.

**IN THE MATTER OF BILL PAY**

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

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**



Councilwoman Davis moved, seconded by Councilman Palmer, to approve the advertising and promotional expense list, as submitted. The vote was unanimous in favor. **APPENDIX C**

**IN THE MATTER OF ELECTION PAY FOR DEPUTY CLERK**

City Clerk/CFO, Kim Hanna addressed the Council with the request to pass a Resolution Providing for the Deputy City Clerk to Act as the Election Registrar and to Provide Compensation for Such Duties. Councilman Beard moved, seconded by Councilman Whittington, to approve the Resolution. The vote was unanimous in favor. **APPENDIX D**

**IN THE MATTER OF RESOLUTION FOR POLL WORKER COMP**

City Clerk/CFO Kim Hanna asked that the Council approve A Resolution Establishing Compensation for Election Commissioners, Poll Workers, Poll Managers, Resolution Board Members and Other Election Workers in the 2021 Municipal, Special, Primary and General Elections. Councilman Beard moved, seconded by Councilman Palmer, to approve the Resolution. The vote was unanimous in favor. **APPENDIX E**

**IN THE MATTER OF REAPPOINTMENT OF GEORGE TAYLOR TO TUPELO HOUSING AUTHORITY BOARD OF COMMISSIONERS**

Councilman Whittington moved, seconded by Councilman Palmer, to reappoint George Taylor to the Tupelo Housing Authority Board of Commissioners. After a brief discussion, the vote was unanimous in favor. **APPENDIX F**

**IN THE MATTER OF APPOINTMENT OF ORLANDO IVY TO POLICE ADVISORY BOARD**

Councilman Palmer moved, seconded by Councilman Jennings, to appoint Orlando Ivy to the Police Advisory Board in the at-large position. The vote was as follows:

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

**APPENDIX G**

**IN THE MATTER OF APPOINTMENT OF STEVE MCALILLY TO THE TUPELO AIRPORT AUTHORITY BOARD**

Councilwoman Davis moved, seconded by Councilman Beard, to appoint Steve McAlilly to the Tupelo Airport Authority Board. The vote was unanimous in favor. **APPENDIX H**

**IN THE MATTER OF SURPLUS K9 APPOLLO FOR RETIREMENT**

Police Chief Aguirre submitted a request to the City Council to retire K9 Appollo. Councilman Palmer moved, seconded by Councilman Whittington, to approve the request and retire K9 Appollo from the Tupelo Police Department, with all further care and cost belonging to his Handler. The vote was unanimous in favor. **APPENDIX I**

### **IN THE MATTER OF SURPLUS K9 EDGE FOR RETIREMENT**

Police Chief Aguirre submitted a request to the City Council to retire K9 Edge. Councilman Bryan moved, seconded by Councilman Whittington, to approve the request and retire K9 Edge from the Tupelo Police Department, with all further care and cost belonging to his Handler. The vote was unanimous in favor. **APPENDIX J**

### **IN THE MATTER OF PLANNING COMMITTEE MINUTES FOR DECEMBER 21, 2020**

Councilman Palmer moved, seconded by Councilwoman Davis, to approve the December 21, 2020, Minutes of the Planning Committee. The vote was unanimous in favor. **APPENDIX K**

### **IN THE MATTER OF DEMOLITION**

Donna Jarrell, Development Services, presented a list of structures that should be considered for demolition. After a brief explanation of each property, Councilman Jennings moved, seconded by Councilman Whittington, to approve the list for demolition, as presented. The vote was unanimous in favor. **APPENDIX L**

### **IN THE MATTER OF CHANGE ORDER #3 FAIRPARK PHASE IV BID 2020-14FP**

Debbie Brangenberg, DTMSA Director, requested that Change Order #3 for the Fairpark Phase IV Bid 2020-014FP be approved. The change order request is for a time extension due to the delay of delivery for the street lamps. There is no monetary change. Councilman Whittington moved, seconded by Councilman Jennings to approve the change order. The vote was unanimous in favor. **APPENDIX M**

### **IN THE MATTER OF MOA MISSISSIPPI MAIN STREET**

Councilman Whittington moved, seconded by Councilman L Bryan to approve a 2021 Memorandum of Agreement for continuation in the Mississippi Main Street Association Main Street Program. This agreement is entered into and executed by the Mississippi Main Street Association, the City of Tupelo and sponsoring organization, Downtown Tupelo Main Street, for the purpose of continued participation in the Mississippi Main Street Program. The vote was unanimous in favor. A copy of the Agreement is attached to these minutes as **APPENDIX N**.

### **ADJOURNMENT**

With no further business to come before the City Council at this time, Councilman Whittington moved, seconded by Councilman Palmer, to adjourn the meeting at 6:34 p.m. The vote was unanimous in favor. This the 5th day of January 2021.

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Mike Bryan, President  
City Council

ATTEST:

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Missy Shelton, Clerk of the Council

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Jason Shelton, Mayor



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Missy Shelton, Council Clerk  
**DATE** January 13, 2021  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

Please review and approve.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** January 14, 2021  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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**Request:**

No Items



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna CFO/City Clerk  
**DATE** January 14, 2021  
**SUBJECT:** IN THE MATTER OF SURPLUS FIXED ASSETS **KH**

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**Request:**

I am requesting permission to surplus the items as per the attached exhibit. The items are either no longer working or no longer compatible with current hardware/software. The final disposition of each item is listed as to whether the item is to be destroyed, scrapped or auctioned.

Thank you for your attention in this matter.

**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" OLEVISION 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	1S7522P2UMJTGW86	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	2CE3041QYS	031	3/31/13	\$ 565.00	No longer in working condition	Surplus Destroy
4522	IPAD AIR	15891	DLXMP5D5FY4YD	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	FFMMX509FFHP	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		355890063786507	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4816	COMPUTER, IPAD		355890063867100	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4817	COMPUTER, IPAD		355890063867886	031	12/30/14	\$ 329.35	No longer in working condition	Surplus Destroy
4818	COMPUTER, IPAD		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	1S10AL000UUSMJ03CD2T	031	12/8/15	\$ 988.45	No longer in working condition	Surplus Destroy
777	PROJECTOR - BOXLIGHT LCD	10186	G2Z01212	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	13R5CQ1442	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	1S10B60009USMG0014D8	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	1S10B60008USMG00896Q	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	S6AKSB01598	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1690	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11366	S6BKS09055	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1691	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11355	S6AKSB01477	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1692	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11357	S6AKSB01603	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1693	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11356	S6BKS09104	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1695	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11367	S6BKS08564	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1696	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11368	S6BKS09118	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1697	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11369	S6AKSB01587	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1698	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11370	S6BKS08680	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1699	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11354	S6AKSB01607	051	2/17/06	\$ 3,912.77	obsolete	Surplus Destroy
1700	COMPUTER, TOUGHBOOK PANASONIC/REPLICAT	11371	S6BKS09204	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	M1J25A896	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	JS791P088	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







## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Abby Christian, Grant Writer  
**DATE:** January 13, 2021  
**SUBJECT:** IN THE MATTER OF APPROVAL FOR SUBMISSION OF FISCAL YEAR 2020 ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM AC

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**Request:**

**Agency:** U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA)

**Grant:** Fiscal Year 2020 Assistance to Firefighters Grant (AFG) Program

**City Entity:** Tupelo Fire Department

**Match:** None

**Submission Deadline:** 12 February 2021, 5:00 PM ET.

**Total Requested Amount:** Approximately \$99,045.00.

**Overview:** With these grant funds the TFD proposes to buy 5 NFPA standard washer extractors(\$51k) and 7 dryers (\$47k). These units are to gain compliance with updated National Fire Protection Association (NFPA) standards governing the cleaning of PPE. Quotes include installation of units.

*These units will allow our firefighters to clean their PPE every time they are exposed to chemicals, carcinogens or other contaminants.*



## 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

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**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 Intergrated 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	unpopulated fan module slot s	\$ 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	VIM slot	\$ 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
<b>TOTAL OF PARTS</b>				<b>\$ 229,514.88</b>
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
<b>TOTAL OF LABOR</b>				<b>\$ 26,555.00</b>
<b>GRAND TOTAL</b>				<b>\$ 256,069.88</b>

**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 Wavier.** 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

\_\_\_\_\_  
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 (11<sup>th</sup>) 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

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





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Department of Development Services Director (DJ)  
**DATE** January 13, 2020  
**SUBJECT:** IN THE MATTER OF DEMOLITION

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Request that the following properties be considered for demolition:

**211 Barnes St.**

**920 Blair St.**

**2471 Walsh Rd.**

**5173 Purnell Rd.**

**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.**

Item # 10.



**211 Barnes St.**

Item # 10.



# 211 Barnes St.

Item # 10.





920 Blair St.

Item # 10.



920 Blair St.

Item # 10.



920 Blair St.







# 2471 Walsh Rd.

Item # 10.



2471 Walsh Rd.

Item # 10.



2471 Walsh Rd.

Item # 10.





5173 Purnell Rd.

Item # 10.



5173 Purnell Rd.

Item # 10.





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Director, Development Services  
**DATE** December 28, 2020  
**SUBJECT:** IN THE MATTER OF REVIEW PLANNING COMMITTEE MINUTES **PF**

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**Request:** Review/Accept Planning Committee minutes from December 7, 2020



**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.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director

**DATE** January 6, 2021

**SUBJECT:** IN THE MATTER OF APPROVAL OF SHOCKWAVE AQUATIC USAGE AGREEMENT FOR TUPELO AQUATIC CENTER AF

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**Request:**

I would like to request to the Mayor and City Council approve the usage agreement between Shockwave Aquatic and the City of Tupelo.

Note: Agreement is attached.

## 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 \_\_\_\_\_ Date   /  /  

\_\_\_\_\_  
 City Representative \_\_\_\_\_ 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 22<sup>nd</sup> – July 18<sup>th</sup>)

**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 29<sup>th</sup> and July 4<sup>th</sup> and we will be open for rec swim on those dates. On May 28<sup>th</sup> and July 3<sup>rd</sup>, 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 19<sup>th</sup> – 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**

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**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

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**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 2<sup>nd</sup> 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**

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### **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.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** January 13, 2021  
**SUBJECT:** IN THE MATTER OF CVB MINS. JANUARY 13, 2021 NM

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**Request:**

Review Mins.



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.

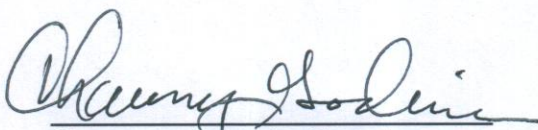
Brian Rucker, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

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

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**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

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**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).