

MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS APRIL 5, 2016

The Mayor and City Council met in Regular Session on Tuesday, April 5, 2016, at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Robert Smith presided over the meeting and all Council Members were present. Also present were the COO, CFO, General Counsel, the Police Chief, and the Human Resources Director.

I. CALL TO ORDER AND INVOCATION

Mayor Robert E. Smith, Sr. called the meeting to order and called upon Council Member Mickens to offer the Invocation.

II. APPROVE MINUTES FOR THE MEETING OF MARCH 15, 2016.

Council Member Taylor made a motion to approve the Minutes for the Meeting of March 15, 2016. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

III. APPROVE DOCKET OF CLAIMS FOR APRIL 5, 2016.

Council Member Taylor made a motion to approve the Docket of Claims for April 5, 2016 in the amount of \$543,798.59. Council Member Box seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

IV. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

CONSENT:

Add Item "Q" – *Approve request for Mayor and City Planner or the Assistant to attend the TVA Extreme Makeover Team meeting in Cleveland, TN, and approve payment for lodging, travel and meal expenses.*

REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

Add the following items to the General Comments from the Mayor and Council Members:

- *Proclamation – Fair Housing*
- *Recognition of MHSAA 6A Boys Basketball State Championship Team – (Columbus High School Falcons)*

BOARD VACANCIES:

Add Eric Thomas as an applicant to the Columbus Municipal school District Board.

CITIZENS INPUT AGENDA:

Add Ralph Billingsley to the Citizens Input Agenda.

POLICY AGENDA:

Discuss/Approve awarding bid for Demolition of the Gilmer Inn and Old Brumleys Sporting Good Store

Council Member Taylor made a motion to approve the agenda as presented with the above amendments. Council Member Box seconded the motion. The Mayor called for discussion, and there being none, the council voted unanimously in favor of same.

The motion carried.

V. CONSENT AGENDA:

- A. Accept letter of retirement from Fire & Rescue Assistant Chief, Mark Ward, effective April 28, 2016 and approve request to be paid for 240 hours of unused vacation according to City policy. He also requests permission to purchase his service weapon for the price of \$10.00.
- B. Approve request for Fire & Rescue Personnel, Michael Miller, Cody Cantrell, Taylor Mitchell, and Marco Rodriguez, to attend "FUNSAR Training" to be held in Meridian, MS, and approve payment of \$75.00 for travel and \$552.00 for meal expenses.
- C. Approve request for Fire & Rescue Firefighter, Edmund Brock, to attend "Fire Service Instructor 1041-I" to be held in Jackson, MS, and approve payment of \$380.00 for registration, \$75.00 for travel and \$138.00 for meal expenses.
- D. Approve request for Fire & Rescue Personnel, Martin Andrews, Duane Hughes, Mike Gibson, Bobby Barksdale, Anthony Colom, and Tommy Massey to attend the "State Fire Academy Graduation" to be held in Jackson, MS, and approve payment of \$75.00 for travel expenses.
- E. Approve request for Fire & Rescue Personnel, Scott Swain, Dale Ballard, Alan Walker, Sam Collier, Kirk Gayle, and Chris Carter to attend the "Statewide Task Force Exercise" to be held in Hattiesburg, MS, and approve payment of \$150.00 for travel and \$276.00 for meal expenses for all personnel.
- F. Approve request for Fire & Rescue Accreditation Manager, Michael Chandler, to attend "R0492: Emergency Resource Planning: Standards of Cover" to be held at the National Fire Academy in Emmitsburg, MD, and approve payment of \$300.00 for travel expenses and \$167.32 for meal expenses.
- G. Approve request for City Planning Director, Christina Berry and Assistant, George Irby, to attend the "Community Reinvestment Act (CRA) Training for Community Based Organizations" to be held in Raymond, MS, and approve payment of \$90.95 each for lodging, \$30.00 for travel for the Director and \$76.50 each for meal expenses.

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- H. Approve request for Officer Aaron Andrew to be assigned to the U. S. Marshal's Task Force.
- I. Approve request to apply for the "2016 Paul Coverdell National Forensic Science Improvement Grant" and to use funds from another grant to purchase equipment for the Forensic Crime Lab.
- J. Accept letter of resignation from Officer Thomas Honnoll and approve request to be paid for any unused vacation days and transfer sick days to PERS.
- K. Approve request to send Officers Don Richardson and Thomas Pearson to the "Sex Offender Investigations Conference" to be held in Philadelphia, MS, and approve payment of \$50.00 each for registration, \$99.00 each for lodging and \$30.00 for each for travel.
- L. Approve permit request from Kerry Blanton on behalf of the Columbus-Lowndes Humane Society to host a "5K Race and One Mile Walk" on April 9, 2016 from 7:30 a.m. until 10:00 a.m. at the Stennis Lock & Dam East Bank Road.
- M. Approve request for members of the Historic Preservation Commission, Dr. Joseph Boggess, Dr. Jim Borsig, Dr. Chance Laws, Ann Davis and Fred McCaleb to attend the "Preservation Boot Camp" to be held in Jackson, MS, and approve payment of \$25.00 for registration, \$243.48 for lodging, \$166.97 for travel, \$127.50 for meal expenses and \$32.00 for parking for all commissioners except Dr. Jim Borsig, who is only requesting \$15.00 for registration.
- N. Ratify payment for application fee of \$60.00 for "MS Certified Municipal Clerk Designation" for the CFO due April 1, 2016.
- O. Ratify payment of \$1,150.00 for asbestos removal at the Gilmer Inn and \$7,200.00 for removal of asbestos in City Hall.
- P. Approve request to refund former employee for overpayment of health insurance.
- Q. Approve request for Mayor and City Planner or Assistant to attend the TVA Extreme Makeover Team meeting in Cleveland, TN, and approve payment for lodging, travel and meal expenses.

Council Member Turner made a motion to approve the Consent Agenda as presented with the amendments. Council Member Gavin seconded the motion. The Mayor called for discussion, and there being none, the council voted unanimously in favor of same.

The motion carried.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

A. General Comments from the Mayor and Council Members

Mayor Smith thanked everyone for attending the Annual Unity Picnic and thanked City Departments for their assistance.

- **PROCLAMATION – Columbus Wellness Day**

Mayor Smith presented a Proclamation to Santee Ezell and others regarding Passport to Wellness.

- **Chief Oscar Lewis- Presentation of Certificate to Citizen**

Chief Lewis presented a Certificate of Appreciation to Carlos Rosales for his assistance with a recruitment video for the Columbus Police Department.

- **PROCLAMATION - Fair Housing**

Mayor Smith presented a Proclamation to Councilman Stephen Jones in recognition of State of Mississippi Fair Housing Month.

- **Recognition of MHSAA 6A Boys Basketball State Championship Team - (Columbus High School Falcons)**

Mayor Smith recognized Columbus High School Boys' Basketball Coach, Luther Wriley, and the entire team, for winning the MHSAA 6A Boys Basketball State Championship. Coach Wriley thanked the City of Columbus, the Columbus Municipal School District for their support and for the entire coaching staff.

Council Member Mickens asked the Police Chief if there are any ordinances or Laws governing riding hubber boards on City streets. Chief Lewis responded that there are currently no laws regulating hubber boards.

Council Member Jones announced that Ward V will hold Community Clean-Up Day on Saturday, April 9, 2016.

Council Member Mickens applauded the Supreme Court for taking a stance on One Person/One Vote issue.

B. Board Vacancies:

GTR Waste Management Authority

- One (1) Vacancy
- Ralph McLain resigned January 5, 2016.
- This 4-Year Term will expire December 31, 2018.
- No Applicants at this time
- Appointment can be made immediately.

Columbus Municipal School District

- One (1) Vacancy
- Stephen Jones resigned March 10, 2016.
- Applicant will fill the remainder of unexpired 5-Year Term which ends 3/2/2019.
- Appointment can be made April 19, 2016.

Applicants

- Ronnie Clayton
- Gregory Jefferson
- George Lowe
- Fredrick D. Sparks
- Berry Hinds
- Eric Thomas

Tree Board

- One (1) Vacancy
- Jeffrey C. Wilson's 3-Year Term will expire 4/6/2016.
- He serves as the MSU Extension Service Member.
- No Applicants at this time
- Appointment can be made April 5, 2016.

VII. CITIZENS INPUT AGENDA

Santee Ezell – Passport to Wellness

Santee Ezell came forth and announced that a Free Health Fair will be held at Baptist Memorial Hospital Outpatient Pavilion in recognition of Passport to Wellness.

Ralph Billingsley – Landfill Request

Ralph Billingsley, County Administrator for Lowndes County, requested the Council to waive tipping fees at the Landfill following the recent tornado that touched down in District 3.

Council Member Gavin made a motion to waive the tipping fees at the Landfill for residents in District 3. Council Member Taylor seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

VIII. POLICY AGENDA:

A. Discuss/Approve promotion of a Firefighter to Engineer.

Council Member Taylor made a motion to approve the request to promote Joshua Boyer to the position of Fire Engineer at an hourly rate of \$12.12 per hour. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

B. Discuss/Approve MOU between CPD and Columbus Housing Authority.

Council Member Box made a motion to approve the MOU between the CPD and

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the Columbus Housing Authority. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE MOU FOLLOWS ON THE NEXT TWO PAGES:

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CONTRACT FOR THE PROVISION OF
SUPPLEMENTAL POLICE SERVICES
Between
THE HOUSING AUTHORITY OF THE CITY
OF COLUMBUS, MISSISSIPPI
And
THE CITY OF COLUMBUS, MISSISSIPPI
FOR AND ON BEHALF OF
THE COLUMBUS POLICE DEPARTMENT .

THIS Contract made and entered into this the 2nd day of March 2016, by and between The Housing Authority of the City of Columbus, Mississippi (hereinafter called the "Authority") and the City of Columbus, Mississippi, (hereinafter called the "City") for and on behalf of the Columbus Police Department.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug and crime free environment and to provide for the safety and protection of the residents in its public housing communities; and

WHEREAS, the City, by and through its Police Department, desires to assist in this effort by providing effective police services at four of the Authority's locations, for the consideration stated herein, mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES: Services included in the contract are for the Columbus Police Department and such officers who shall be assigned to perform comprehensive law enforcement community policing activities within and adjacent to the public housing developments owned and/or administered by the Authority. It is understood by the City that services provided by these officers in no way relieve the City of their responsibilities to provide patrol services to the residents of public housing. Services provided for under this contract are in addition to the level of law enforcement services currently being provided by the City. The duties of the officers shall include, but are not limited to the following:

1. Providing drug awareness and education for residents.
2. Certain administrative functions for the Authority.
3. Performance of foot, bike, and vehicular patrolling.
4. Conducting Neighborhood Watch and other resident meetings.
5. Collecting necessary data and conducting resident interviews for purposes of program evaluation, resident screening, and FBI fingerprint services.
6. Enhancing communications and public relations between the Police Department, the Authority, and the residents.
7. Networking with other law enforcement agencies for optimum services and results.
8. Testifying in eviction proceedings and administrative fair hearings.
9. Enforcement of Authority leases, rules, and regulations.
10. Assisting the Authority with "One Strike, You're Out" and the Extension Act of 1996 compliance.
11. Other duties, as assigned.

Work schedules for each officer shall be assigned by the Columbus Police Department with input from a designated representative of the Authority. The officers shall be directly responsible to the Chief or his designee who shall be reporting to the Executive Director of the Authority on activities and calls for service in said areas. The officers shall be housed at the onsite police facilities established for this purpose and maintained, operated, and funded by and through the Authority and the Columbus Police Department. The officers shall be governed by the personnel policies of the Columbus Police Department and shall operate under the policies, rules, and regulations of the Columbus Housing Authority.

ARTICLE II. EQUIPMENT, INSURANCE, UNIFORMS, AND TRAINING: The City will assume any and all costs of equipment, uniforms, liability, and other

insurance for the officers to perform their duties including the purchase, upkeep, insurance, operating costs and repairs of vehicles, upkeep and repair of communications equipment for use of the officers. The City is responsible for the training of said officers to continue their duties as community police officers for the Authority and also for the ongoing in-service training, safety meetings, and law enforcement classes deemed necessary and appropriate. The Authority shall provide ongoing training of said officers regarding the Authority's policies, rules, regulations, leases, and operations.

ARTICLE III. COMMUNICATIONS, REPORTING, AND EVALUATION: The Authority and the City agree to the reciprocal exchange of reports and information to facilitate the Authority's goals in these enforcement activities. Specifically, the Authority shall have access to police offense and arrest reports and any other documents that substantiate actual or potential criminal or drug activity in or connected with the Authority's housing communities in accordance with the Federal "One Strike and You're Out" policy. The officers shall be responsible for the completion of all reports needed by the Authority.

ARTICLE IV. CONTRACT PRICE: The Authority shall reimburse the City a total contract price of \$25,000 to be paid in four equal payments of \$6,250.00 in advance of each quarter for services rendered.

ARTICLE V. TERM OF THE CONTRACT: This contract shall remain in effect from March 2, 2016, until March 1, 2017.

ARTICLE VI. TERMINATION OF CONTRACT: This contract may be terminated by either party upon a 30-day written notice to the other party.

This instrument contains the contractual agreement between the Housing Authority of the City of Columbus, Mississippi and the City of Columbus, Mississippi for and on behalf of the Columbus Police Department. It is the responsibility of the City to ensure that their personnel are familiar with the terms of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the ___ Day of _____ 2016.

CITY OF COLUMBUS, MISSISSIPPI

By: Robert Smith, Mayor

THE HOUSING AUTHORITY OF THE
CITY OF COLUMBUS, MISSISSIPPI

By: Debra Taylor, Executive Director

COLUMBUS POLICE DEPARTMENT

By: Oscar Lewis, Chief of Police

C. Discuss/Approve MOU between CPD and the Department of Veterans Affairs.

Council Member Mickens made a motion to approve the MOU between the Columbus Police Department and the Department of veterans Affairs. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE MOU FOLLOWS ON THE NEXT TWO PAGES:

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DEPARTMENT OF VETERANS AFFAIRS
Medical Center
1500 E. Woodrow Wilson Ave
Jackson, MS 39216

In Reply Refer To: (07B)

March 21, 2016

Chief Oscar J. Lewis, III
Columbus Police Department
1501 Main St.
Columbus, MS 39701

Dear Chief Lewis:

1. The Department of Veterans Affairs requires (VA) Police to maintain current written support agreements with all local law enforcement agencies.
2. All properties under the control or ownership of the Department of Veterans Affairs Community Outpatient Clinic in Columbus are under concurrent jurisdiction. This jurisdiction grants local civil police agencies full rights to exercise law enforcement functions on VA medical center grounds.
3. For clarity, it is imperative that we enter into a memorandum of understanding which outlines agency responsibilities and expectations.
4. Although our VA Police Officers are highly trained and experienced in meeting most disturbances and other related police functions without the need for civil intervention or assistance, we may still encounter certain situations that would require your department's assistance. In the case of our Community Outpatient Clinic in Columbus, our response time from our Jackson, MS, facility to a local VA emergency is impractical.
5. These needs would include, but may not be limited to, the following situations where your department's assistance may be required:
 - a. Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.
 - b. Crimes involving armed robberies of funds, drugs, or properties.
 - c. Vehicle accident investigations.
 - d. Any major incident that would require additional officers for traffic control to allow emergency vehicles a clear access to the facility.

e. To assist confirming the identification of wanted subjects, arrest and/or detain individuals who have outstanding warrants issued for their arrest by civil law enforcement agencies.

f. To provide additional officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to patients, visitors, medical staff, or themselves.

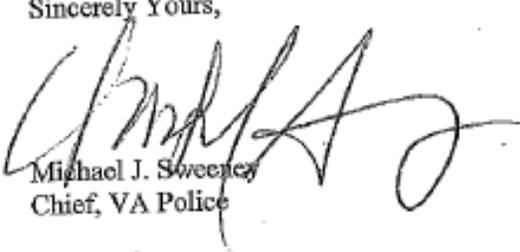
g. Provide assistance in the transportation of prisoners who have been arrested on site.

6. Should a shooting, terrorist act, or similar transgression take place, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, this agreement establishes inter-agency support for the VA Police to receive investigative assistance from your department. This assistance may range from establishing, preserving and/or controlling the scene, to performing as the lead investigative agency.

7. If you concur with this support agreement, please sign as indicated below and return it in the enclosed envelope. If you should have any questions or concerns regarding this matter or any issue, please feel free to contact me at 601-364-1235.

8. I look forward to maintaining a close and professional working relationship with your department.

Sincerely Yours,



Michael J. Sweeney
Chief, VA Police

Attachment

I concur with this agreement _____ Date: _____
Chief Oscar J. Lewis, III

D. Discuss/Approve Derelict Property Docket.

KENNETH AND LISA WESTER
505 – 7th Street South
Case Number 15-064 Dilapidated Building

The General Counsel called cause number **15-064**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property has been **remediated** by the owner, and it is his recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanliness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Taylor made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Box seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

TIFFANY E. DAVIS, ET AL
1915 – 15th Avenue North
Case Number 15-0527 Property maintenance code, abandoned structure

The General Counsel called cause number **15-0527**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property has been **remediated** by the owner, and it is his recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanliness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Taylor made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Box seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

HATCHER INVESTMENT PROPERTIES, LLC
1110 – 7th Avenue North
Case Number 15-0532 Property maintenance code, abandoned structure

The General Counsel called cause number **15-0532**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property has been **abandoned** by the owner, and it is his recommendation that the property be secured and to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanliness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Taylor made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Box seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

TONYA E. QUINN
809 – 14th St. North
Case Number 15-0528 Dilapidated building

The General Counsel called cause number **15-0528**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the

Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Taylor made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

TERREKKIA JOSEPH AND LETTIE LOWE
2421 Washington Avenue
Case Number 16-0002 Property maintenance code

The General Counsel called cause number **16-0002**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that

an Order be issued for the property. Council Member Taylor made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

ALICIA B. YOUNG

1512 – 8th Avenue North

Case Number 16-0007 Property maintenance code, heat supply

The General Counsel called cause number **16-0007**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Taylor made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in

the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

JOHN E. STRINGFELLOW

1301 – 4th St. South

Case Number 16-0010 Property maintenance code

The General Counsel called cause number **16-0010**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Taylor made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve

(12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

WILLIE LEWIS HAIRSTON
2202 – 3rd Avenue South
Case Number 15-0016 Dilapidated building

The General Counsel called cause number **15-0016**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Taylor made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

ANDERSON TATE JR./SHIR AND CITI FINANCIAL SERVICING, LLC
208 – 15th Street North
Case Number 15-0533 Burned Structure

The General Counsel called cause number **15-0533**. The owner of this property, Anderson Tate Jr., came forth and requested a **45-day extension** to remediate the property. Code Enforcement Officer Tomarris Jones concurred with this request and recommended the 30-day extension to remediate the property and recommends entering an Order under Section 21-19-11 of the Mississippi Code, finding that this property is in such a state of uncleanliness as to be a menace to the public health and safety of the community. This Order should give the owner seven (7) days on remediation of vegetation and forty-five (45) days to remediate the exterior property and provide for such re-entry as the Statute allows. Council Member Gavin made a motion to grant the extension in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property, and other debris no more than twelve (12) times in a twenty-four (24) month period and remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Turner seconded the motion.

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All Council Members voted in favor of the motion.

The motion carried.

E. Discuss/Approve MOU between CPD and MUW.

Council Member Taylor made a motion to approve the MOU between the Columbus Police Department and MUW. Council Member Box seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE MOU FOLLOWS:

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This MOU establishes terms and conditions under which certified police officers of the City may, pursuant to Section 17-13-1 et. seq. of the Mississippi Code of 1972, and as may be amended from time to time, provide law enforcement assistance within the jurisdiction of the University. The City has specific statutory authority to enforce the laws, protect persons and property and to keep the peace pursuant to Chapter 21 of Title 21 of the Mississippi Code of 1972 as amended. Specific statutory authority of the MUW University Police Department to enforce the laws is found at Chapter 105 of Title 37 of the Mississippi Code of 1972.

DEFINITIONS

The following terms are defined for use in this Agreement:

1. "Agency" means the police departments of Mississippi University for Women and the City of Columbus.
2. "Requesting Agency" means an Agency requesting emergency police services or assistance pursuant to this Agreement or any law enforcement agency or municipality within the State of Mississippi or surrounding states.
3. "Responding Agency" means an Agency providing emergency police services or assistance pursuant to this Agreement, or an Agency that may be called upon to provide emergency services or assistance pursuant to this Agreement.
4. "Emergency police services and assistance" means personnel and equipment necessary for providing emergency police protection and services in police matters involving a life threatening situation, a situation in which there is grave danger of bodily harm, or a situation requiring tactical response.
5. "Jurisdiction" of the Agency shall be defined as follows:
 - a. City means the jurisdictional limits of said City.
 - b. Mississippi University for Women means the property owned and operated by the University.
6. "Policies and procedures" means the policies and procedures adopted by the Agencies which set forth, among other things:
 - a. The persons in each Agency who are authorized to request emergency police services or assistance from another Agency and the matter in which such requests are to be processed and approved.
 - b. The persons in each Agency who are authorized to approve requests for their law enforcement officers to provide emergency police services or assistance in another Agency, and who are thus responsible for determining whether or not their Agency will respond, and if so, the number of personnel and the amount and type of equipment which will be provided.

A. POLICE SERVICES AND ASSISTANCE

The Chief of the University Police Department and/or the Chief of the City of Columbus Police Department, or designee(s), shall be responsible for receiving requests for emergency police services and assistance in accordance with the policies and procedures adopted by the Agencies. The manner in which Agencies shall request emergency police services and assistance from other Agencies, and themselves respond to such requests, shall be as follows:

VIII.E.

VIII.E.

1. Any Agency, through its authorized personnel, may request emergency police services or other assistance from other agencies.
2. The requesting Agency shall specify the type of emergency police service or assistance, which is needed, and state the number of personnel and the amount and type of equipment, which are being requested.
3. The responding Agency shall make a reasonable effort to provide the emergency police services or assistance requested pursuant to this Agreement, subject to its workload and availability of police officers at the time of the request, the nature and urgency of the request, and other such similar limiting factors. If it agrees to provide emergency police services or assistance, the responding Agency shall, at its sole discretion, determine the number of personnel and the amount and type of equipment that will be provided.

B. POLICE AUTHORITY

Police officers and other personnel who are providing emergency police services and assistance within the jurisdiction of another Agency shall have the following police authority and power, and be subject to the following working procedures and measures:

The heads of the Agencies shall establish working procedures and measures as they deem necessary for the control and direction of police officers, personnel, and equipment that are acting within the jurisdiction of a requesting Agency pursuant to this Agreement; provided, however, that until such working procedures and measures are established, the police officers, personnel, and equipment of a responding Agency shall be subject to the direction and control of the requesting Agency's head or designee.

C. COMMUNICATION AND COORDINATION

Effective communication and coordination is critical. The Parties hereby covenant, warrant and agree to the following:

1. The Parties agree to coordinate the sharing of information about crimes that may pose a serious threat to the health or safety of the campus and near-campus communities to facilitate the issuance of timely warnings and emergency notifications mandated by the Clery Act. The Parties acknowledge that the University does not need to obtain the approval of an outside law enforcement agency to issue any warnings or notification, nor is the University required to seek preclearance of the content of any warning or notification. However, the Parties will inform each other about warnings and/or notifications that are issued.
2. The Parties agree to provide each other with basic temporary work space as needed for joint training, report-writing, interviews, and other basic operational purposes in furtherance of this MOU.
3. The Parties agree to share patrol and sector maps to clarify jurisdictional boundaries. Such maps will clearly depict all buildings and properties that are owned or controlled by the University. All maps will be reviewed and updated on an annual basis or when a

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significant change is made to University property or local law enforcement reporting sectors. All modified maps will be shared between the Parties. Additionally, all maps will indicate any federal or tribal lands that are included in the jurisdictional boundaries, and if any such lands are present, all maps and action plans will be shared with those federal and tribal authorities.

4. The Parties will keep each other informed about current trends and patterns in crimes of violence, especially sexual assaults, both on and off campus by sharing data and analysis. The Parties will meet regularly, and as necessary, to share this information.
5. The City will promptly notify the University Police Chief when students are identified as the victims or suspects of sexual assault that occur off campus and within the City's jurisdiction, so as to coordinate resources to minimize/prevent further victimization, to trigger appropriate University investigative action and disciplinary proceedings against alleged offenders, and to adequately inform the greater campus community of serious ongoing threats to health safety of the campus. All notifications to campus authorities will be documented in police incident reports. Except in rare and exigent circumstances, personally identifying information will be shared only with the consent of the victim.
6. The Parties agree, at the appropriate time and as allowable by federal and state law, to share relevant documentation and other information created and/or maintained during local law enforcement investigations (such as records of interviews) in all cases where a victim of sexual assault consents to this information-sharing, and a victim of sexual assault and/or an alleged suspect are students or employees of University. The purpose of this information-sharing is to ensure the delivery of appropriate services, to facilitate full and fair disciplinary investigations, to prevent acts of retaliation against the victim or witnesses, and to assess special threats posed by offenders within the respective jurisdiction of the University as part of an overall effort to prevent the occurrence of similar crimes.
7. The Parties agree to implement communication and information technology infrastructure to promote interoperability of, among other things public safety radio and recordkeeping systems, and access to time-sensitive information and to coordinate operations to the extent permitted by law.
8. The Parties agree to work with internal and external individuals and organizations with expertise in sexual assault prevention and response efforts within their respective jurisdictions, and to hold at least annual meetings to address the effectiveness of their prevention and response policies, procedures and efforts.

D. TERM OF AGREEMENT

This Agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties of this Agreement and their governing bodies and shall remain in effect for four (4) years. The Agreement may be terminated, with or without cause, by either party upon service of one (1) month's written notice, which

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notice shall be delivered by hand or by certified mail to the Chief of Police for the City or the University Police and their governing boards.

E. AMENDMENTS

Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by and between the Parties to this agreement and if agreed to, shall be incorporated by written instrument, and effective when approved by the respective governing boards and executed and signed by the Parties to this MOU.

F. APPLICABLE LAW

The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Mississippi. The courts of the State of Mississippi shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Lowndes County, Mississippi.

G. NO SEPARATE LEGAL OR ADMINISTRATIVE AGENCY CREATED

This MOU does not intend to, nor does it create any separate legal or administrative agency.

H. MANNER OF SUPPLYING, STAFFING AND FINANCING

It is anticipated that this MOU shall not cause either party to expend moneys in excess of their respective normal operational budgets. The parties do not expect to have joint property, either real or personal during the term of or as a result of this MOU.

I. LIABILITY

Pursuant to Section 17-13-9 of the Mississippi Code, any peace officer acting under this MOU shall be deemed to be acting within the scope of his duties. All privileges and immunities from liability, and all pensions, disability, worker's compensation and other benefits which normally apply to peace officers while in performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU.

J. SEVERABILITY

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall not continue and either party may renegotiate the terms affected by the severance.

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K. IMMUNITY

The University and City and their respective governing bodies do not waive their immunity by entering into this MOU, and each fully retains all immunities and defenses provided by federal and state law with respect to any action based on or occurring or arising out of this MOU.

L. THIRD PARTY BENEFICIARY RIGHTS

The Parties do not intend to create any other individual or entity, and this MOU will not be construed so as to create such status. The rights, duties, and obligations continued in this MOU shall operate only between the Parties to this MOU, and shall solely benefit the Parties to the MOU. The Parties to this MOU intend and expressly agree that only Parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

SIGNATURES

In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Mississippi University for Women

Dr. Jim Borsig, MUW President Date _____

Mr. Danny Patton, MUW Chief of Police Date _____

City of Columbus

Mr. Robert Smith, Mayor Date _____

Mr. Oscar Lewis, Chief of Columbus City Police Date _____

F. Discuss/Approve recommendations from the March 14, 2016 Planning Commission meeting.

Amend Chart of Uses Permitted

The Planning Commission recommended that the Zoning Ordinance Chart of Uses Permitted be amended to allow “Mining” in other Districts, e.g., A-1 (General Agricultural); C-3 (Highway Commercial); C-3 ® Highway Commercial-Restricted, and, I-2 (Light Industrial) District.

Council Member Taylor moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to amend the Zoning Ordinance Chart of Uses Permitted to allow “Mining” in other Districts, e.g., A-1 (General Agricultural); C-3 (Highway Commercial); C-3 ® Highway Commercial-Restricted, and, I-2 (Light Industrial) District be **denied**. Council Member Gavin seconded the motion. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion, with the exception of Council Member Turner, who opposed.

The motion carried with a 5/1 vote.

Permitted Use Request P/U 16-02

**DENNIS AND JULIE GARTMAN
@ Sand Road**

The Planning Commission recommends approval to allow mining at property dual zoned A-1 (General Agricultural) and C-3 (Highway Commercial) Districts, contingent on receipt and compliance of all regulatory documents.

Council Member Taylor moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to relocate a communication tower and equipment to 105 – 5th Street North as a Permitted Use be approved. Council Member Box seconded the motion. The Mayor asked if anyone in the audience objected to the permitted use application. No one answered. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion.

The motion carried.

G. Discuss/Approve MOU between CPD and U. S. Marshals Service.

Council Member Mickens made a motion to approve the MOU between the Columbus Police Department and U. S. Marshals Service. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE MOU FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

MINUTES
April 5, 2016

- H.** Discuss/Approve awarding bid for Demolition of the Gilmer Inn and old Brumleys Sporting Goods Store.

Kevin Stafford with Neel-Schaffer came forward and discussed the bid results for demolition of the Gilmer Inn and the old Brumleys Sporting Goods Store.

Council Member Taylor made a motion to award the lowest and/or best bid for the demolition of the Gilmer Inn and the old Brumleys Sporting Goods Store to Southern Civil Contracting, Inc. in the amount of \$181,100.01. Council Member Turner seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

ADJOURNMENT:

The Mayor then asked if there was any other business to come before the Mayor and City Council. There being none, Council Member Gavin moved that the meeting be adjourned. Upon second by Council Member Jones and unanimous vote, the Mayor announced that the meeting was ADJOURNED.

Approved by: _____
Robert E. Smith, Sr., Mayor

**Milton Rawle, Jr.,
CFO- Secretary-Treasurer**