

**MEETING OF
THE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS, MS
FEBRUARY 6, 2018**

The Mayor and City Council met in Regular Session on Tuesday, February 6, 2018 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Robert E. Smith, Sr. presided over the meeting and all Council Members were present. Also present were the COO, CFO, General Counsel, 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 Box to offer the Invocation.

II. APPROVE MINUTES FOR THE MEETING OF JANUARY 16, 2018.

Council Member Jones made a motion to approve the Minutes for the Meeting of January 16, 2018. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

III. APPROVE DOCKET OF CLAIMS FOR FEBRUARY 6, 2018.

Council Member Jones made a motion to approve the Docket of Claims for February 6, 2018 in the amount of \$813,839.60. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

IV. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

CONSENT AGENDA:

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Add Item "Q" – *Approve request for two (2) Council Members to attend the "Ad Valorem Taxation and Municipal Budgeting Process" to be held in Oxford, MS, and approve payment for registration, travel and meal expenses.*

Add Item "R" - *Approve request to refund four (4) citizens refunds for cleanup deposits.*

Council Member Box made a motion to approve the Agenda as presented, with the above amendments. Council Member Gavin seconded the motion. The Mayor called for discussion, and there being none, all Council Members voted in favor of same, with a unanimous vote.

The motion carried

V. CONSENT AGENDA:

- A. Approve request to refund citizens: Joseph Gardner the sum of \$340.00, Arianna Cunningham the sum of \$300.00, James Williams the sum of \$270.00 and Sara Brown the sum of \$375.00 for cancellation of Trotter Convention Center rentals.
- B. Approve request for Fire and Rescue Administrative Assistant, Tabitha Barham, to attend the "ESAP Meeting" to be held in Jackson, MS, and approve payment of \$50.00 for travel and reimbursement for meal expenses.
- C. Approve request for Fire and Rescue Firefighters, Scott Swain, Marco Rodriguez, Wes Mims, four (4) additional personnel and Fire and Rescue Engineer, Kirk Gayle, to attend the "Patriot South Exercise" to be held at Camp Shelby in Hattiesburg, MS, and approve payment of \$100.00 for travel and reimbursement for meal expenses.
- D. Approve request for Fire and Rescue Engineer, Marco Rodriguez, to attend "R0243: Hazardous Materials Incident Management" to be held in Emmitsburg, MD, and approve reimbursement for meal expenses.
- E. Approve request for Fire and Rescue Firefighters, Christion Davis and Billy Cunningham, to attend "Firefighter 1001-I-II" to be held in Jackson, MS, and approve payment of \$1,000 for registration, \$350.00 for travel and reimbursement for meal expenses.
- F. Accept letter of resignation from Code Enforcement Administrative Assistant, Jarion Jones, effective February 15, 2018, and authorize the HR Director to begin the normal recruitment process. He also requests to be compensated for unused vacation time and submit unused sick leave to PERS.
- G. Approve request to advertise for Legal Advertising Bids.

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- H. Approve request to renew Notary Bond and purchase required supplies for Pat Mitchell, H. R. Director.
- I. Accept letter of resignation from CPD Officer, David Hunt, effective February 5, 2018, and approve his request to be compensated for unused vacation leave and submit unused sick leave to PERS.
- J. Approve permit request submitted by Thomas Berkery to host the "Pilgrimage 5K & ½ Marathon" to be held on April 7, 2018 from 6:00 a.m. until 11:30 a.m. See attached route maps.
- K. Approve request to pay former Police Department employee, Chris Vanhouten, for lost wages in the amount of \$194.64 due to court appearance in Lowndes County Circuit Court.
- L. Approve request for the CPD Training Director, Liz Patrick, to attend the "Standards and Training Board Meeting" to be held in Ridgeland, MS, and approve payment for travel and reimbursement for meal expenses.
- M. Approve request for Chief of Police, Fred Shelton, to attend the "Community Policing Seminar" to be held in Orange Beach, AL, and approve payment of \$195.00 for registration, \$125.00 for lodging, travel and reimbursement for meal expenses.
- N. Approve request to send CPD Sergeant, John Bishop, to the "Active Shooter Train the Trainer Training" to be held in Pearl, MS. There is no cost to City.
- O. Approve request for Chief of Police, Fred Shelton, to attend the "Citizens with Special Needs Training" to be held at Camp Shelby in Hattiesburg, MS. There is no cost to City.
- P. Approve request for Mayor Smith, COO David Armstrong and City Planner George Irby to attend the "MDOT LPA Project Development Manual" to be held in Ridgeland, MS, and approve payment for registration, \$236.52 each for lodging, \$168.51 for travel for Irby and reimbursement for meal expenses.
- Q. Approve request for Councilmen Stephen Jones and Bill Gavin to attend the "Ad Valorem Taxation and Municipal Budgeting Process" to be held in Oxford, MS, and approve payment for registration, travel and meal expenses.
- R. Approve request to refund four (4) citizens \$150.00 each: Rachel Harris, Ebony Hill, Kerterna Washington, and Shauncey Henderson, for cleanup deposits.

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Council Member Taylor made a motion to approve the Consent Agenda as presented, with the above amendments. Council Member Jones seconded the motion. The Mayor called for discussion, and there being none, all Council Members voted in favor of same, with a unanimous vote.

The motion carried

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

A. General Comments from the Mayor and Council Members

- Proclamation – Rare Disease Day

Mayor Smith read a Proclamation and declared February 28, 2018 as RARE DISEASE DAY in Columbus, MS.

B. Recognitions

- Civilian Honor - Ms. Jessie Drew

Chief Fred Shelton thanked Ms. Jessie Drew for her efforts in organizing a search team to locate a missing citizen. Ms. Drew thanked members of the public for assisting her in the search efforts.

- Recognition of Officer John Tulipan

Chief Fred Shelton thanked Officer John Tulipan for going beyond normal duties to calm a small child whose mother was unconscious and in need of medical attention.

C. Board Vacancies

Zoning Board of Adjustment and Appeals

- 1 Vacancy
- 3-Year Term for Darren Leach expired 01/20/2018.
- Darren Leach did not reapply.
- Appointment can be made immediately.

Applicants

- Gregory Jefferson, Sr.
- James E. Samuel

Council Member Taylor recused himself and exited the Council Chambers.

Council member Jones made a motion to appoint Gregory Jefferson, Sr. to the Zoning Board of Adjustment and Appeals for a

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Three (3) –Year term, until January 20, 2021. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

Council Member Taylor returned to the meeting.

Historic Preservation Commission

- 1 Vacancy to fill the unexpired term of Dr. Jim Borsig who resigned January 31, 2018.
- 3-Year Term will expire 05/19/2019.
- Appointment can be made immediately.
- No applicants at this time

Columbus Municipal School District

- 1 Vacancy
- 5-Year Term for Angela Verdell will expire 03/02/2018.
- Angela Verdell will not seek reappointment.
- Appointment will be made February 20, 2018.

Applicants

- Yvonne Cox
- James E. Samuel
- June Leigh

Board of Adjustment & Appeals of Development Codes

- 1 Vacancy
- 1-Year Term for Kevin Stafford will expire 03/15/2018.
- Appointment will be made March 06, 2018.

Applicant

- Kevin Stafford

VII. CITIZENS INPUT AGENDA

Jody Andrews – Downtown Parking

Jody Andrews came before the Mayor and Council to discuss downtown parking and parking issues on 5th Street North. This request was taken under advisement.

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Helen Pridmore – “Community Conversation” Meeting

Helen Pridmore came forth and announced a “Community Conversation” Meeting.

Erise Wilson – CPD

Erise Wilson came forth and made complaints against CPD for interfering with a search of a missing citizen. Chief Shelton responded to the complaint and applauded CPD officers for their efforts.

Calvin L. Boswell/Jerry Gibbow – American Legion Post 69 Commander Visit

Calvin L. Boswell could not be present. Jerry Gibbow came forth and announced that the CAFB Commander will be visiting American Legion Post 69 on February 19, 2018 just prior to noon.

VIII. POLICY AGENDA:

A. Discuss/Approve new Sound Technician contract.

Council Member Box made a motion to approve the new Sound Technician Contract between the City of Columbus and J. D. McKay under the terms listed in the contract. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE CONTRACT FOLLOWS ON THE NEXT FOUR (4) PAGES:

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**CITY OF COLUMBUS, MISSISSIPPI
SOUND, LIGHTING AND AUDIO VISUAL PRODUCTION AGREEMENT**

Made this 6th day of February, 2018, by and between City of Columbus, Mississippi, (Hereinafter referred to as "the City") and J.D. McKay, (hereinafter referred to as "Contractor").

In consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. The Contractor is hereby retained by the City and agrees to provide all necessary services described as follows (Services), as specified by the City.

a. To provide a skilled and competent operator to operate the City's sound, lighting and audio visual equipment of the City at the City's Trotter Convention Center when used by tenants of the City or the City itself as follows:

- i. Full-range audio coverage to the main floor;
- ii. Under and over balcony areas along with the upstairs entry area behind the balcony with audio control either from a twenty-four channel mixing console for large events, or a wall mounted control for basic events;
- iii. Video projection provided on two screens, one centrally located and one to the far right side (facing the stage), which will automatically deploy when the projectors powering up and retract when the projectors power down;
- iv. A 60" diagonal flat panel monitor will be installed in the upstairs entry area behind the balcony as well for viewers standing in this area;
- v. Three PTZ (pan-tilt-zoom) cameras will be installed as a video source along with Blu-ray disc player and computer inputs; and
- vi. A list of the specific equipment is attached hereto as Exhibit 1 to this Agreement.

2. The Contractor agrees to perform the Services to the satisfaction of the City during the term of this Agreement. All materials and equipment furnished by the City under this Agreement will be in good working order, and all Services provided by Contractor shall be of good quality, free from faults and defects or errors in the manner reasonably called for by the Tenant hosting the Event for which Contractor is working (or the City itself). The Contractor warrants to City that he shall use all reasonable care and caution in the use of the City's equipment, and shall use it in accordance with the manufacturer's guidelines and in keeping with industry standards. Further, should Contractor discover any defect or damage to any item of the equipment described in Exhibit 1, he shall immediately notify the Director of the Trotter

Convention Center of the City of the nature of the defect or damage and provide as much information as he knows about how the defect or damage to the City's equipment, or its supporting cables and circuits happened and the precise nature of the defect or damage. The Contractor, in providing services to the City shall not modify the City's equipment, or relocate it without written permission of the City's Director of the Trotter Convention Center. All Services not conforming to these requirements, including substitutions and alterations not properly approved and authorized, may be considered unacceptable and the Contractor may be considered in breach of this contract.

3. The City agrees to pay the Contractor an hourly fee of Twenty Two Dollars and Fifty Cents (\$25.00) per hour of work with a minimum of 3 hours per event and a maximum of 5 hours per event. Should the Tenant hosting the event at the Trotter Center desire the services of Contractor beyond the 5 hour limit set forth herein, the Tenant shall contract with Contractor for payment to the Contractor for such services. The City shall not be responsible to the Contractor for any services at any one event that lasts for a period of time greater than 5 hours, in the absence of a written agreement between City and Contractor extending such period of time. The City's payment to the Contractor shall be payable by City check within thirty (30) days after the receipt of the Contractor's invoice and/or upon performance completion.

4. The Contractor understands that the Contractor's status hereunder is that of independent contractor. The Contractor is not considered an employee of the City in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation. In this regard, the Contractor shall be considered by the City as an expert in the operation of the City's described equipment and as such, the City shall not attempt to control the means and methods that the Contractor uses to carry out the Contractor's duties, but is only concerned with the Contractor's providing the services called for by the Tenants of the City's Trotter Convention Center for an Event of the Tenant. Likewise, the City shall not attempt to supervise the Contractor or his sub-employees or dictate who he might hire and fire to carry out the work required in this Agreement. Contractor agrees that, as an expert, he is more familiar with any and all risks associated with operation of the City's described equipment and that he will ensure that he conducts himself in a safe and proper manner at all times and that he will endeavor to provide a safe place to work to his sub-employees and further, that he will warn them of any and all risks associated with the work. Contractor shall also carefully inspect the work-site to ensure that he makes himself aware of any risks and hazards located on the premises and that in the event he is injured in the progress of the work described herein he shall hold the City harmless and indemnify it for any injuries he receives in the course of or arising out of the work described herein. Contractor shall also hold harmless and indemnify the City for any and all accidents or injuries that might be suffered by his employees or agents.

5. The Contractor agrees that the City will not deduct income, Social Security or other taxes on any payments to the Contractor for services described in this contract. The Contractor further agrees that the Contractor is solely responsible for payment of any such taxes due to the proper taxing authorities. The Contractor shall indemnify and hold the City harmless from any assessments of such taxes and any interest and penalties imposed upon the City by reasons of the Contractor's failure to pay such taxes.

6. The Contractor shall provide the services hereunder in full compliance with all applicable federal, state and local laws and City rules and regulations, including OSHA.

7. The Contractor agrees that any personal injury to third parties or any property damage resulting from performances of Services hereunder by Contractor shall be the responsibility of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the City from and against any claims, damages, liabilities, injuries, expenses or losses, including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action initiated by any person, or award of damages arising out of or in connection with this Agreement, except if the same results from the negligence or willful misconduct of the City or the City's employees, it being the intent of this provision to absolve and protect the City from any and all loss except losses due to negligence or willful misconduct of the City or its agents or employees. Contractor specifically agrees to assume the risk of the above stated losses, and this provision is specifically desired by the parties and has been bargained for. City shall retain the right to be represented by counsel of its own choosing at Contractor's reasonable expense as set forth above.

8. The Contractor shall not make use of City trademarks, trade names and service marks nor shall it publicize the Contractor's performance of Services without the City's prior written consent.

9. The Contractor agrees that the obligations of Sections 4 through 8 hereof will survive the termination of this Agreement.

10. In the performance of Services, the Contractor agrees that the Contractor shall not have the authority to enter into any contract or agreement that in any way binds or obligates the City and shall not represent to anyone that the Contractor has such authority.

11. The Contractor represents and warrants to the City that in performing Services, the Contractor will not be in breach of any agreement with a third party relating to the services to be provided.

12. The Contractor may not assign the rights or obligations under this Agreement without the City's prior written consent.

13. This Agreement contains the entire understanding with respect to the subject matter hereof and may not be amended except by a written agreement executed by the Contractor and the City.

14. If the Contractor becomes insolvent or files a petition in bankruptcy, and if the City determines that it is not in its best interest to continue this Agreement, or if the Contractor breaches any provision of this Agreement and has not cured such breach within fifteen (15) days after notice from the City to do so, the City may terminate this Agreement without any financial liability to the City. Further, either party may terminate this Agreement at any time, with or

without cause, by giving the other party thirty (30) days advance notice in writing to the other party at the other party's Notification Address.

15. In the absence of termination as described in Paragraph 14 above, this Agreement shall be for a term of three years. During that time, Contractor shall provide services described herein upon request for the City for the sums specified herein. At the expiration of three years, unless terminated by either party, this Agreement shall automatically renew for another three years. The length of this contract is subject to termination upon the expiration of the term of office of the existing City Council but shall remain in force unless terminated by the newly elected next City Council.

16. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach thereof, shall be adjudicated in a court of competent jurisdiction in Lowndes County, Mississippi.

17. Any notices to be given shall be sent first class mail to the City at:

Attn. Secretary / Treasurer
City of Columbus, MS
P.O. Box 1408
Columbus, MS 39703

and to the Contractor at:

Attn: J.D. McKay
766 Waverly Road
Columbus, MS 39701

18. This Agreement shall be governed by the laws of the State of Mississippi.

AGREED TO AND ACCEPTED:

J.D. MCKAY

By _____ (Signature)
J.D. MCKAY

_____ (Print/Type Name)*

CITY OF COLUMBUS:

BY: _____ (Signature)
ROBERT E. SMITH, SR., MAYOR

NOTICE

The City of Columbus, Mississippi is accepting sealed bids and certifications from banks to be designated as a City Depository for a two-year period, beginning on March 7, 2018 and ending February 28, 2020.

The information for bidders, specifications and other documents may be picked up at the CFO/Secretary-Treasurer's Office, located at 523 Main Street, Columbus, Mississippi 39703. Email option is available by sending a valid, return email address to milton.rawle@columbusms.org.

The bid **must be submitted by 10:00 a.m. on Wednesday, February 21, 2018** and must be sealed and documented on the outside of the envelope.

The City of Columbus reserves the right to accept or reject any and all bids.

BY: 
Milton Rawle Jr./CFO/Secretary-Treasurer
City of Columbus, MS

Publish: Thursday, February 1, 2018
Thursday, February 8, 2018

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B. Discuss/Approve advertising for sealed bids on the City Depository accounts.

Milton Rawle, Jr. came before the Mayor and Council and remarked that it is time to advertise for sealed bids and certifications from banks to be designated as a City Depository for a two-year period and requested permission to proceed with the advertisement. Council Member Taylor made a motion to advertise for City Depository. Council member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

C. Discuss/Approve promotion of a Records Clerk to Administrative Assistant, effective February 7, 2018, and authorize the HR Director to advertise for the vacant position of one (1) Records Clerk.

Council Member Taylor made a motion to promote Mrs. Doris Bluitt to the vacant position of Administrative Assistant for the Police Department at \$14.00 per hour (\$29,120.00) annually and authorize the Human Resources Director to begin the normal recruitment procedures. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

D. Discuss/Approve awarding the CLCA Maintenance Hangar Rehabilitation Project to the lowest bidder, Byrum Construction, Inc., contingent upon the Columbus-Lowndes County Airport Board's approval.

Kevin Stafford, with Neel-Schaffer, Inc. came forth and requested that the Council approve Byrum Construction, Inc. as the lowest bidder for the Columbus Lowndes County Maintenance hangar Rehabilitation Project, contingent on the CLCA Board's approval. Council Member Gavin made a motion to approve Byrum Construction, Inc. as the lowest bidder for the Columbus Lowndes County Maintenance hangar Rehabilitation Project, contingent on the CLCA Board's approval. The amount of the bid is \$193,554.00. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

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E. Discuss/Approve installation of All-Way Stop at College Street and 11th Street South.

Kevin Stafford remarked that a study has been completed on the removal of the traffic signal at 11th Street South and College Street and requested approval to remove it and erect all-way stop signs. Council Member Mickens made a motion to remove the traffic signal at 11th Street South and College Street and erect All-Way Stop Signs, and do nothing at 12th Street South. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

F. Discuss/Approve Tax Exemption Application for “The Depot.”

Legal Counsel Jeff Turnage apprised the Mayor and Council of the Tax Exemption Application for “The Depot” pursuant to Section 17-31-31 and Section 17-21-5 of the Mississippi Code, Parcel No. 61W100201300. Council Member Mickens made a motion to approve the Resolution to grant a Tax Exemption for “The Depot” for 2018 and nine (9) years thereafter. Council Member Taylor seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE RESOLUTION FOLLOWS:

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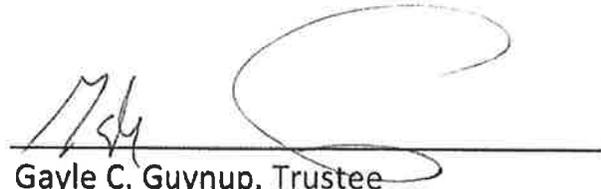
APPLICATION AND DECLARATION IN SUPPORT OF EXEMPTION
OF MUNICIPAL AD VALOREM TAXES

I, Gayle Guynup, declare under penalty of perjury:

1. I am the trustee for the Dorothea Guynup Trust. On behalf of the Trust, I have directed significant capital improvements and renovations to 1302 Main Street, generally referred to as "The Depot."
2. Pursuant to Section 17-31-31 of the Mississippi Code and, in the alternative, pursuant to Section 17-21-5 of the Mississippi Code, application is made for an exemption from ad valorem tax payments upon improvements to the property described herein for a period of ten years. Said construction having been performed within the central business district and was a preservation and revitalization project in the City's historic preservation district.
3. I am requesting an exemption of Municipal Ad Valorem Taxes for the improvements to 1302 Main Street.
4. Even before I purchased the building in 2014, The City had requested that I jointly apply for a grant to improve the property. In 2011, I co-operated with the City and but did not receive the grant. Even though I did not have plans for the building, I purchased it with the primary goal of contributing to the beautification of the downtown. The building had been vacant for many years and the building required substantial repairs including a new roof, re-connection of utilities, a demolition of a dilapidated addition and general repairs. In addition to necessary repairs to preserve the building four apartments were built on the second floor. The certificate of occupancy was issued on December 19, 2017. (See attached, Exhibit A.)
5. The owner has paid \$416,931 to rehabilitate and renovate the building.
6. The Parcel No. is 61W100201300. (See attached, Exhibit B.)
7. This request is timely, within one year of the completion of the renovations.

It is respectfully requested that the Mayor and City Council approve this timely application as meeting all of the statutory requirements for an exemption on the improvements of the property located at 1302 Main Street, Columbus, Mississippi.

January 20, 2018



Gayle C. Guynup, Trustee
Dorothea Guynup Trust

Certificate of Occupancy
DEPARTMENT OF BUILDING & INSPECTION
CITY OF COLUMBUS, MISSISSIPPI

This Certificate issued pursuant to the requirements of the International Building Codes certifying that at the time of issuance this structure was in compliance with the various ordinances of the jurisdiction regulating building construction or use, for the following, *pending completion of fire separation:

Use Classification Four Family Residential

Building Permit No. 36036

Group Occupancy R Type Construction 4

*Fire Code Compliant

Owners: Gayle Gwynn

Contractor Gene Reid Construction, LLC

Site Address: 1302 Main Street (Apts. 1, 2, 3, 4)
Columbus, Mississippi 39701

Locality G-3 (Highway Commercial) District

Inspector

Mark Simpson

Date December 19, 2017

Kenneth Sizemore
Director, Building & Inspection Dept.

Exhibit "A"

This is a courtesy notice of Ad Valorem taxes due. This tax notice is for Real Property located in Lowndes County, Mississippi. Real property is land and any permanent structure on your property. Taxes are due February 1st, delinquent at 1% per month after February 1st 2018. It is your responsibility to ensure payment of taxes. If your mortgage company is expected to make payment, we suggest YOU confirm receipt of taxes.

Parcel Number: 61W100201300	County Tax:	\$1,329.89
PPIN: 15672	School Tax:	\$2,048.22
Land Value: 89,990	City Tax:	\$1,557.77
Building Value: 132,430	Ad Valorem Tax:	\$4,935.88
Total Value: 222,420	Homestead Credit:	\$0.00
Assessed Value: 33,364	Net Ad Valorem:	\$4,935.88
Acres: .00		
Tax District: 5110		

Total Tax Due: \$4,935.88

Legal Description:
1302 MAIN ST
BLOCK 34
S/T/R 16-18S-18W
SOUTH OF MAIN
DB 2014 DP 000005212

Due on or before February 1, 2018
YOUR CANCELED CHECK IS YOUR RECEIPT

EXHIBIT "B"

PLEASE NOTE: If you have prior year taxes, you must redeem them in the Chancery Clerk's office before paying your current taxes.

MAKE CHECKS PAYABLE TO:	Greg D. Andrews <i>Lowndes County Tax Assessor-Collector</i> P.O. Box 1077 Columbus, MS 39703	MAIN OFFICE 1121 Main Street Columbus MS, 39703 Office 662.329.5700 Fax 662.657.1020	OFFICE HOURS Monday thru Friday 8:00am - 5:00pm <i>Excluding Holidays</i>
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G. Discuss/Approve Contract for Supplementary Police Services between CPD and the Columbus Housing Authority.

Council Member Taylor made a motion to approve the Contract for Supplementary Police Services between the Columbus Police Department and the Columbus Housing Authority for one (1) year in the amount of \$36,000.00 (\$3,000.00 per month). Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE CONTRACT FOLLOWS:

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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 1st day of January 2018, 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 service at 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, (subject to the Housing Authority's concurrence), 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 routine patrol services to the residents of public housing, comparable to that provided in other sections of the city. 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 (as needed, on a limited basis) in eviction proceedings and administrative fair hearings.
9. Enforcement of Authority leases, rules, and regulations.
10. Assisting the Authority with "Zero Tolerance" 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 the Executive Director of the Authority. The officers shall be directly responsible to the Chief of Police of Columbus, Mississippi or his designee, and shall report to the Executive Director of the Authority on activities and calls for service in said areas. The officers may 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 necessary to perform its obligations set forth herein including, but not limited to, its 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 the activities described herein. 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", (42 U.S.C. 1437d(1)(6)(7)(8)(9)), policy as may be amended. The officers shall provide assistance in the completion of all reports needed by the Authority.

ARTICLE IV. CONTRACT PRICE: The Authority shall remit to the City a total contract price of \$36,000 to be paid in equal installments of \$3,000.00 in advance of each month for the services rendered. The Contract Price shall be paid without interest. Payments shall be paid by the 5th Day of each month.

ARTICLE V. TERM OF THE CONTRACT: This contract shall remain in effect from January 1, 2018, until December 31, 2018.

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 18th day of January, 2018.

CITY OF COLUMBUS, MISSISSIPPI

By: Robert Smith, Mayor

Date

THE HOUSING AUTHORITY OF THE
CITY OF COLUMBUS, MISSISSIPPI

By: Debra Taylor, Executive Director

Date

COLUMBUS POLICE DEPARTMENT

By: Frederick Shelton Chief of Police

Date

**MINUTES
FEBRUARY 6, 2018**

H. Discuss/Approve Revised Lease Purchase Agreement.

Council Member Box made a motion to approve the Revised Lease Purchase Agreement between the City of Columbus, Mississippi and BankFirst in the amount of \$310,000.00 / \$5,493.75 per month for sixty (60) months for purchase of equipment. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

THE RESOLUTION FOLLOWS:

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RESOLUTION

WHEREAS, the governing body of CITY OF COLUMBUS, MISSISSIPPI (the "Lessee") has determined that in order for the Lessee to better accomplish its public purposes, the Lessee needs to acquire the use of the Equipment described in the schedule attached to or set forth in the Equipment Lease-Purchase Agreement (the "Lease") attached hereto; and

WHEREAS, the Lessee has determined that the most economical and efficient means of acquiring the use of said Equipment is pursuant to a lease-purchase of the Equipment pursuant to the Lease; and

WHEREAS, a copy of the Lease has been presented to, considered and approved by the governing body of the Lessee.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LESSEE, as follows:

1. The Lessee is hereby authorized to enter into the Lease between the Lessee and BankFirst FS, as Lessor, with all riders, certificates, schedules, and amendments thereto, substantially in the form attached hereto, and the execution and delivery of the Lease is hereby approved, authorized, ratified and confirmed.
2. The Mayor is hereby authorized to execute and deliver the Lease on behalf of the Lessee in substantially the form presented to the governing body of Lessee at this meeting with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his or her execution of the Lease. The Mayor is hereby authorized to execute and deliver on behalf of the Lessee such agreements, indemnities, purchase orders, leases, bills of sale, certificates or other instruments or obligations as he may deem necessary or appropriate to the accomplishment of the Lease, and the execution and delivery of any such agreement, instrument or obligation prior to the date hereof by any such officer is in all respects hereby confirmed, ratified and approved. The Secretary/Treasurer is hereby authorized and directed to affix the corporate seal of the City to such instruments and to attest the same.
3. The proper offices of the Lessee are authorized and directed to do or cause to be done all such other acts and things, to make all payments, including rent payments, required pursuant to the Lease and related documents, and to execute all such documents, certificates and instruments as in his, her or their judgment may be necessary or advisable in order to carry out the foregoing Resolutions and the Lessee's obligations under the Lease, or any amended, renewed or supplemental lease; and all actions heretofore taken by the officers of the Lessee in connection with the acquisition of the Equipment and negotiation of the Lease are hereby approved, ratified and confirmed in all respects.
4. The Lessee hereby designates the Lease to be a "qualified tax exempt obligation" under the provisions of Section 265(b)(3) of the Internal Revenue Code, as amended.
5. the Lessee and the proper officers of the Lessee understand Section 15 of the Lease ("Insurance") and hereby agree to provide property and liability damage in accordance with the terms of the Lease.

The above Resolution, after being presented to the Mayor and City Council at a duly and lawfully called meeting was moved for adoption by Council Member _____

and the motion was seconded by Council Member _____ The Mayor then called for, and counted the votes as follows:

	Yes/No
Gene Taylor	_____
Joseph Mickens	_____
Charlie Box	_____
Fred Jackson	_____
Stephen Jones	_____
Bill Gavin	_____

The Mayor then announced that the motion carried and that the Resolution was therefore Adopted on this the _____ day of February, 2018.

MAYOR

ATTEST:

SECRETARY/TREASURER

**MINUTES
FEBRUARY 6, 2018**

IX. EXECUTIVE SESSION:

There were no Executive Session matters to come before the Mayor and Council.

ADJOURNMENT:

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

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

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

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