

The motion carried.

**HATCHER INVESTMENT  
PROPERTIES, LLC  
207 Byrnes Circle  
Case Number 19-0026 Structure, rubbish and garbage**

The General Counsel called cause number **19-0026**. 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 Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**HAL and LOUISE J. CONNER  
c/o MARTHA DOUGHTY  
505 Pear Street  
Case Number 19-0058 Vegetation**

The General Counsel called cause number **19-0058**. 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 Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**FLISHA HOLT**  
**Apple Street**  
**Case Number 19-0051 Vegetation**

The General Counsel called cause number **19-0051**. 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 Jones 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 Jackson seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**AARON ANDERSON**  
**1401 – 4<sup>th</sup> Avenue North**  
**Case Number 19-0057 Vegetation**

The General Counsel called cause number **19-0057**. 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 Jones 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 Jackson seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**BAKER HARPER, SR.**  
**2125 – 7<sup>th</sup> Avenue North**  
**Case Number 19-0081 Vegetation**

The General Counsel called cause number **19-0081**. No one appeared. Code Enforcement Officer Tomarris Jones stated the property was in such a state of uncleanness 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 Jones 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 Jackson seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**D. Discuss/Approve Cemetery Grounds Maintenance Contract**

David Armstrong, COO, came before the Mayor and Council and remarked that the City recently contracted with a company to perform Grounds Maintenance at the Friendship Cemetery. The Contractor resigned and negotiations began with the former contractor, Lawns Etc. at a rate of \$3,600.00 per cut for three (3) years. Council Member Jones made a motion to enter into a Cemetery Grounds Maintenance Contract with Lawns Etc. at a rate of \$3,600.00 per cut for three (3) years. Council Member Taylor seconded the motion.

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

The motion carried 5/1.

**THE CEMETERY GROUNDS MAINTENANCE CONTRACT FOLLOWS:**

CONTRACT FOR GROUNDS MAINTENANCE  
FOR FRIENDSHIP CEMETERY IN THE  
CITY OF COLUMBUS, MISSISSIPPI

This agreement between LAWNS ETC hereIn referred to as "Contractor" and the City of Columbus, Mississippi, an Incorporated municipality In the State of Mississippi, hereIn referred to as "City" recites as follows:

1. City has contracted service for grounds maintenance at Friendship Cemetery, a cemetery owned and operated by City hereIn referred to as "cemetery." A copy of specifications is attached hereto and made a part hereof by this reference.
2. Contractor has agree to perform the grounds maintenance of said cemetery as specified hereIn for a sum of \$ 3,000.00 per cut. **Each cut shall be authorized by the City contact In advance of the work being performed.** Contractor shall submit an Invoice for all work completed by Friday In order to be paid the following week. A copy of Contractor's supporting documentation is attached hereto and made a part hereof by this reference. Contractor will comply with all requirements set forth In "Qualifications and Specifications" and will perform all maintenance as set forth thereIn.
3. Contractor shall furnish all equipment, supplies, and labor to mow and trim the cemetery, keep weeds from around cemetery markers, and perform all other projects described In the specifications.
4. Contractor shall be responsible for replacement or repair of damage to markers, monuments, buildings, etc. which may be damaged by Contractor's actions or that of Contractor's employees, and shall replace any existing ornaments damaged or killed by Contractor's actions or that of Contractor's employees.
5. Contractor shall remove dead or decayed flowers or debris, Including leaves and limbs, from gravesites.
6. This contract is for an Initial term of twenty-four months, beginning June 4, 2019 and running until the last day of June 2022. The City shall have the option to extend the contract for a period of twelve additional months upon agreement and consent of both parties.
7. The Contractor shall indemnify and save harmless the City, its officers, agents, and employees, from and against any and all claims, losses, demands, actions, liabilities, causes of action, judgements and any and all costs and expenses of every kind and character Including, without limitation reasonable attorney's fees (of attorneys chosen by the City) on account of any claim (whether valid, meritorious or not) for personal injuries and/or death and/or any other damage or claim of damage (whether valid, meritorious or not) to any person or any property arising out of, resulting from, related, or incident to, or In any manner caused by the performance by the Contractor of this agreement and /or the location or existence of the Contractor (its employees

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and/or any others working under its direction or control) or its equipment on the premises of the City.

8. The Contractor shall obtain and maintain at its sole cost and expense, with Insurers acceptable to the City, the following insurance coverage:

a. Commercial general liability insurance with the City as an additional named Insured:

General aggregate limit	\$1,000,000
Products/completed operation aggregate limit	\$1,000,000
Personal and advertising Injury limit	\$1,000,000
Each occurrence limit	\$1,000,000
Fire Damage limit	\$50,000
Medical expense limit	\$25,000

- b. Automobile liability coverage for all motor vehicles and/or trailers operated or used by Contractor with a minimum liability of \$1,000,000, covering all motor vehicles (and/or trailers), owned, hired, rented, or used by the Contractor in performance of this agreement.
- c. Worker's compensation coverage for all employees of the Contractor in accordance with the laws of the State of Mississippi.

9. The City shall be named as an additional Insured on all of the applicable coverages. The Contractor shall secure a waiver of subrogation in favor of the City on all policies:
10. The Contractor shall furnish the City with certificates evidencing the insurance specified in this section prior to beginning any work under this agreement. Such certificates shall describe the policies, show expiration dates, show the City as an additional named Insured and shall state that the policies will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
11. The Contractor, its employees and all others acting under its direction or control shall at all times observe and comply with any and all provisions of federal state and local laws and regulations applicable to the work to be performed under this agreement and with all safety and other regulations of the City. The Contractor covenants, warrants, and agrees that it has acquainted itself with such laws and regulations and the risks inherent in the performance of this work, and Contractor covenants, warrants, agrees that it and its employees shall comply therewith. Further, Contractor acknowledges that it is solely and solely responsible for providing safety precautions necessary to be exercised by the Contractor or anyone working under its direction or control due to the nature of activities taking place on the property of the City.
12. In performance of the work under this agreement, the Contractor shall operate as an independent contractor and not as an agent or employee of the City. The City shall have no control over the manner, method or details of performance, or over the selection, direction or dismissal of Contractor's employees, and will look to Contractor for results only.

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**Specifications for grounds maintenance at Friendship Cemetery of Columbus, MS**

Friendship Cemetery is a 65 acre historic cemetery located on 4<sup>th</sup> Street South.

**Qualifications and Specifications**

**Exhibit A**

**Licensing:**

Must have valid Business License and other legal licenses as required to do business in the State of Mississippi as well as the City of Columbus.

**Insurance:**

Must submit a Certificate of Liability Insurance issued by an insurance carrier with insurance in the amount of \$1,000,000.00 per occurrence.

**Worker's Compensation, unemployment and other payroll taxes:**

Must provide proof that all payroll taxes due will be paid on a current basis including worker's compensation, unemployment taxes and other payroll or sales taxes required by the State of Mississippi.

**Experience / Equipment:**

Must submit documentation of successful experience in the grounds maintenance of similar types of projects, along with references.

Must submit a list of equipment to be used on the job.

**Specifications of Project:**

Provide labor and equipment to accomplish mowing of said property.

Provide for trimming of grass that cannot be mowed around obstacles.

Remove dead or decayed flowers or debris from gravesites prior to mowing/trimming.

Remove limbs and debris prior to mowing/trimming.

Contractor's work will be inspected on a regular basis by the Public Facilities Director, who will be the contact person for the City. The contact person shall have sole discretion in determining when and how often contractor's work will be performed.

**Length of Contract: 24 months with a city option for a twelve month renewal on both parties consent. Effective day of signing.**

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13. Either party shall have the option of terminating this contract upon written notice given no less than thirty (30) days in advance to the other party.

WITNESS OUR SIGNATURES this the 4th day of June A.D. 2019

CONTRACTOR:  
Michael Hughes  
\_\_\_\_\_, ITS \_\_\_\_\_

CITY OF COLUMBUS, MS:  
Robert E. Smith, Sr.

MAYOR  
David Jones  
\_\_\_\_\_  
CHIEF OPERATIONS OFFICE

ATTEST:  
Debra Vaughn  
\_\_\_\_\_  
CITY CLERK

STATE OF MISSISSIPPI  
COUNTY OF LOWNDES

Personally appeared before me the undersigned notary public and for said county and state, the within named Robert E. Smith, Sr. and Milton Rawls, Jr., who acknowledged to me that they are the Mayor and Financial Secretary, respectively, of the City of Columbus, Mississippi, who further acknowledge to me that they signed, sealed, and delivered the above and foregoing Contract on the day and year therein set forth for and on behalf of the City of Columbus, Mississippi, being duly authorized to do so.

Given under my hand and official Seal this the 4th day of June 2019.



Joyce L. Doughty  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
April 19, 2023



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
05/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Columbus Insurance Service Inc P.O. Box 2343 Columbus, MS 39704	CONTACT NAME: Donna Hankee	PHONE (A/C, No, Ext): 662-327-0777	FAX (A/C, No): 662-327-0987
	E-MAIL ADDRESS: donna@columbusins.net		
INSURED Michael Hughes DBA LAWNS ETC 282 SONIA DR. Columbus, MS 39701	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	BUILDERS MUTUAL INS COMPANY	19X
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPA0003549-08	04/02/2019	04/02/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER  CITY OF COLUMBUS P.O. BOX 1408 COLUMBUS, MS 39703	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



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**CLOSED DETERMINATION:**

Council Member Jones made a motion to go into closed session to determine whether it is necessary to go into Executive Session. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

All members of the public, with the exception of the Mayor, the Council, the General Counsel, the COO, the Police Chief, and the HR Director, exited the Council Chambers.

Mayor Smith apprised the Council of a Prospective Litigation Matter and remarked that this matter warrants being heard in Executive Session.

Council Member Gavin made a motion to go into Executive Session to discuss a Prospective Litigation matter. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

The Chief Operations Officer then announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss a Prospective Litigation matter.

**IX. EXECUTIVE SESSION:**

**Prospective Litigation (1)**

The General Counsel updated the Mayor and Council on a Prospective Litigation matter involving a former employee of the Police Department and took no action.

**OPEN SESSION:**

Council Member Gavin made a motion to end the discussion of this matter and return to Open Session. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

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The Chief Operations Officer then announced to the general public outside the meeting room that the Council was back in Open Session.

The General Counsel announced that the Mayor and Council considered one (1) Litigation matter and took no action.

**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 Gavin and unanimous vote, the Mayor announced that the meeting was ADJOURNED.

Approved by: \_\_\_\_\_  
Robert E. Smith, Sr., Mayor

\_\_\_\_\_  
Deliah T. Vaughn  
CFO- Secretary-Treasurer

(THIS SPACE LEFT BLANK INTENTIONALLY)