

## **5.0 CONTRACTING**

### **5.1 Contracts**

All construction contracts for rehabilitation will be executed between Homeowners and Contractors. Contractor/Office of Planning & Community Development/Homeowner issues must be resolved by the Mayor.

### **5.2 Contracting shall be Done on Sealed Bill Basis**

The Office of Planning and Community Development shall prepare bid packages and assist homeowners in securing bids according to CSD Policy Statement #09-004. The City of Columbus shall review all bids and determine whether they are reasonable and address all the work items contained in the work write-ups. The City of Columbus, the Office of Planning & Community Development and the homeowner will review all bids together and the homeowner(s) shall make the final selection of the contractor and award the contract to the responsible bidder that possess the ability to perform successfully under all materials term and conditions of the bid package and whose bid is the lowest and the best in price.

### **5.3 Contractor Eligibility**

To be eligible to bid for rehabilitation contracts in the project, contractors must submit information to the City of Columbus for review of qualifications. As a minimum, contractors must provide the following:

1. Two (2) references of contracted work within the previous twelve (12) months, the amount of each contract, and the type and quality of work performed under each contract
2. Two (2) credit references, preferably from banks or building materials suppliers
3. Certificate of Liability Insurance and Worker's Certificate of Responsibility
4. Current state licensing

#### **5.4 Change Orders**

All change orders to the original bid specifications require the signature of the homeowner(s), Office of Planning & Community Development, contractor(s) and authorized government official. The change orders shall be submitted to MHC Representative according to CSD Policy Statement #09-002.

#### **5.5 Payments**

Rehabilitation payments shall be made after final inspection on each of the health and safety item(s) has been addressed and the specified work is satisfactorily completed. The date of the final inspection is the date in which the one-year warranty required by contractor begins at which time the homeowner may occupy the property.

#### **5.6 Inspectors**

The City of Columbus Inspection Department (CID) shall be utilized for inspections. The CID shall make interim inspections of the work to ensure that the reconstruction is performed according to the construction contract and the construction specifications. These interim inspections shall also serve to verify the progress of the work before progress payments are made. The final acceptance of work will be indicated by passing of the final inspection. Copies of the inspection reports shall be maintained in project files and a copy submitted to MHC with request for payment.

In the event of any disputes between homeowner(s) and contractors, the Mayor and the Office of Planning & Community Development shall work with both parties to negotiate a satisfactory solution.

**6.0 RESIDENTIAL, ANTI-DISPLACEMENT TEMPORARY  
RELOCATION ASSISTANCE PLAN**

The City of Columbus should make every effort not to displace eligible HOME applicants. Any displacement or temporary relocation must be indicated in the application for HOME funds.

**7.0 INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM**

The City of Columbus shall designate a contact person and one (1) alternate who will be authorized to submit cash request for funds to be drawn down. The Office of Planning & Community Development will submit all project set-ups and completion reports to MHC. All copies will be maintained in applicant's files. The Office of Planning & Community Development will submit all other forms and reports required to implement the project. The City of Columbus is responsible for maintaining HOME project files at their official place of conducting business for at least five (5) years after the date of the close-out letter.

**Rehabilitation Policies, Procedures and Guidelines  
Columbus, Mississippi**

**Addendum**

Be it resolved, that copies of said Policies, Procedures and Guidelines for the HOME Homeowner Rehabilitation/Reconstruction Program be attached hereto and appended to these minutes.

So resolved on this, the \_\_\_\_\_ day of February, 2019.

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**Robert E. Smith, Sr.**  
**Mayor**

**Attest:**

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**C. Discuss/Approve hiring two (2) CPD Officers, contingent upon a successful drug screen and pre-employment physical.**

Council Member Jones made a motion to hire Shanqula Fulton and Melvin Shirley, Jr. as entry-level Police Officers, contingent on successful completion of a pre-employment medical exam and drug screen. Council Member Taylor seconded the motion.

Council Members Taylor, Jones and Gavin voted in favor of the motion. Council Member Box opposed. Council Member Mickens abstained from voting. Council Member Jackson was absent.

The motion carried with a 3/1 vote.

**D. Discuss/Approve hiring one (1) CPD Reserve Officer, contingent upon a successful drug screen and pre-employment physical.**

Council Member Jones made a motion to hire Robert Smith as a Reserve Police Officer, contingent on successful drug screen and pre-employment medical exam. Council Member Taylor seconded the motion.

Council Members Taylor, Jones and Gavin voted in favor of the motion. Council Members Mickens and Box opposed. Council Member Jackson was absent.

The motion carried with a 3/2 vote.

**E. Discuss/Approve renewal of Memorandum of Understanding between Mississippi University for Women and City of Columbus Police Department.**

Council Member Jones made a motion to renew the Memorandum of Understanding (MOU) between Mississippi University for Women and the City of Columbus Police Department. Council Member Taylor seconded the motion.

All Council Members voted in favor of the motion, with the exception of Council Member Mickens, who abstained from voting. Council Member Jackson was absent.

The motion carried with a 4/1 vote.

**THE MOU FOLLOWS ON NEXT PAGES:**

VIII. E.

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**MISSISSIPPI UNIVERSITY FOR WOMEN, COLUMBUS, MISSISSIPPI,**  
**AND**  
**CITY OF COLUMBUS POLICE DEPARTMENT**

This Agreement is entered into between the City of Columbus on behalf of the Columbus Police Department (the "City") and Mississippi University for Women (the "University") by which said parties agree to this memorandum of understanding (the "MOU").

**WHEREAS**, Mississippi Code Annotated § 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

**WHEREAS**, the City and University are authorized to enter into this Agreement pursuant to Mississippi Code Annotated § 17-13-1 et seq., and the City and the University may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

**WHEREAS**, the City and University (sometimes collectively "the Parties") desire to enter into a memorandum of understanding for the purpose of enhancing safety for students, employees and visitors, and to better serve the residents in this community and to work in coordination and cooperation with each other in a government-to-government relationship for one another's benefit;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

**PURPOSE**

The purpose of this MOU is to formalize the Parties' ability to enhance safety for students, employees and visitors, and to better serve the residents and students of this community, to ensure that investigations are comprehensive, to aid in disciplinary proceedings, to facilitate the prosecution of offenders, to respect the legal rights of those accused of sexual assault, and to provide appropriate support to victims of sexual assault. This MOU sets forth the respective roles and responsibilities of the parties related to prevention of and response to crimes of violence, including sexual assault. This MOU also establishes a standard procedure for handling incidents and reports of crimes of violence, including sexual assault, and addresses the University's responsibility to issue timely warnings and emergency or immediate notifications to the University community. Federal law provides specific requirements relative to these processes as outlined by the Jeanne Clery Disclosure of Campus Security Police and Campus Crime Statistics Act (Clery Act) and Title IX of the Higher Education Amendments of 1972.

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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:

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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.

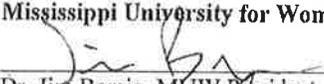
**L. THIRD PARTY BENEFICIARY RIGHTS**

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.

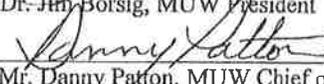
**SIGNATURES**

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**

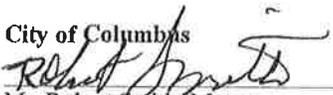
  
\_\_\_\_\_  
Dr. Jim Borsig, MUW President

6/13/16  
Date

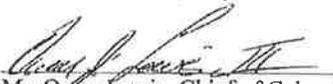
  
\_\_\_\_\_  
Mr. Danny Patton, MUW Chief of Police

6/13/16  
Date

**City of Columbus**

  
\_\_\_\_\_  
Mr. Robert Smith, Mayor

4-5-16  
Date

  
\_\_\_\_\_  
Mr. Oscar Lewis, Chief of Columbus City Police

4-5-16  
Date

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**F. Discuss/Approve Engineering Contract for the Runway Crack Seal project for the Columbus-Lowndes County Airport (CLCA).**

Kevin Stafford came forward, discussed the Columbus-Lowndes County Airport AIP Grant Funding (FY 2019) Runway Crack Seal Project and requested approval for Neel-Schaffer, Inc. to handle the Engineering services for this project in the amount of \$25,300.00. The City and County's cost is \$3,937.50 each. Council Member Jones made a motion to approve Neel-Schaffer, Inc. to handle the Engineering service for the Runway Crack Seal project for the Columbus-Lowndes County Airport (CLCA). Council Member Taylor seconded the motion.

Council Members Taylor, Jones and Gavin voted in favor of the motion. Council Member Box opposed. Council Member Mickens abstained from voting. Council Member Jackson was absent.

The motion carried with a 3/1 vote.

**G. Discuss/Approve advertising for bids for the Columbus-Lowndes County Airport's Runway Crack Seal project.**

Council Member Jones made a motion to authorize advertising for bids for the Columbus-Lowndes County Airport's Runway Crack Seal project. Council Member Gavin seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

**H. Consider/Approve Adopting a Resolution Opposing Senate Bill No. 2684, An Act to Amend Section 17-17-305 of the Regional Solid Waste Management Act.**

Legal Counsel Turnage apprised the Mayor and Council of the changes in the Senate Bill No. 2684, and requested that the Council adopt a Resolution Opposing Senate Bill No. 2684, An Act to Amend Section 17-17-305 of the Regional Solid Waste Management Act. Council Member Taylor made a motion to adopt a Resolution Opposing Senate Bill No. 2684, An Act to Amend Section 17-17-305 of the Regional Solid Waste Management Act. Council Member Jones seconded the motion. After a thorough discussion of the pros and cons of the Resolution, the Mayor called for a vote on the motion and the votes were recorded as follows:

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Council Member Gene Taylor	voted:	<u>YES</u>
Council Member Joseph Mickens	voted:	<u>YES</u>
Council Member Charlie Box	voted:	<u>YES</u>
Council Member Fredrick Jackson	voted:	<u>ABSENT</u>
Council Member Stephen Jones	voted:	<u>YES</u>
Council Member Bill Gavin	voted:	<u>YES</u>

The Mayor then announced that the above and foregoing Resolution was thereby adopted on this the 5<sup>th</sup> day of February, 2019.

**THE RESOLUTION FOLLOWS:**

(THIS SPACE LEFT BLANK INTENTIONALLY)

**RESOLUTION OF THE MAYOR AND CITY COUNCIL  
OF THE CITY OF COLUMBUS  
OPPOSING SENATE BILL NO. 2684,  
And Act to Amend Section 17-17-305**

**WHEREAS**, the Mississippi Legislature created the Regional Solid Waste Management Act, Sections 17-17-301 through 17-17-349 of the Mississippi Code of 1972, to provide efficient municipal solid waste collection and disposal services for the citizens of this state. Under the Regional Solid Waste Management Act, any unit of local government or any combination of units may form a Regional Solid Waste Management Authority (hereinafter "Authority"). The City of Columbus, being a unit of the Golden Triangle Regional Solid Waste Management Authority, being fully informed in the premises, hereby resolves to oppose Senate Bill No. 2684 seeking to modify the State's definition of "municipal solid waste" as it is presently defined under Miss. Code Ann. § 17-17-305 in a manner detrimental to the Golden Triangle Regional Solid Waste Management Authority and therefore to the City of Columbus; and

**WHEREAS**, the City of Columbus, acting through its Mayor and Council, hereby adopts each line, sentence and paragraph of that particular Resolution of the Golden Triangle Regional Solid Waste Management Authority attached to this Resolution as Exhibit "1" to this Resolution; and

**WHEREAS**, the Mayor and City Council of the City of Columbus, Mississippi hereby adopt the same position as adopted by the Golden Triangle Regional Solid Waste Management Authority in the Resolution attached hereto as Exhibit "1" and shall spread same across the minutes of the City of Columbus' Meeting of the Mayor and City Council of today's date;

**NOW THEREFORE, BE IT RESOLVED**, that the City of Columbus opposes Senate Bill No. 2684, and Act to Amend § 17-17-305 of the Mississippi Code of 1972 as Amended, for all of the reasons spelled out in Exhibit "1" attached hereto and adopts said Exhibit "1" factual averments and legal positions expressed therein.

Councilmember \_\_\_\_\_ moved for adoption of the above and foregoing Resolution of the Mayor and City Council. Councilmember \_\_\_\_\_ seconded the motion. After a thorough discussion of the pros and cons of the resolution, the Mayor called for a vote on the motion and the votes were recorded as follows:

Councilmember Taylor voted	_____
Councilmember Mickens voted	_____
Councilmember Box voted	_____
Councilmember Jackson voted	_____
Councilmember Jones voted	_____
Councilmember Gavin voted	_____

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The Mayor then announced that the above and foregoing Resolution was thereby adopted on this the \_\_\_ day of \_\_\_\_\_, 2019.

CITY OF COLUMBUS, MISSISSIPPI

By: \_\_\_\_\_  
ROBERT E. SMITH, SR., MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY SECRETARY/TREASURER