

MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS July 18, 2023

The Mayor and City Council met in Regular Session on Tuesday, July 18, 2023 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Keith Gaskin presided over the meeting and all Council Members were present at the time of the meeting, except Council Member Diccio. Also present were the COO, CFO, General Counsel, Police Chief, H R Director and all other Department Heads.

I. CALL TO ORDER AND INVOCATION

Mayor Gaskin called the meeting to order and called on Chief Joseph Daughtry to offer the Invocation.

II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

Councilwoman Stewart made a motion to adopt the Agenda as presented. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 5/0.

III. APPROVE MINUTES FOR MEETING OF JULY 5, 2023.

Council Member Mickens made a motion to approve the Minutes for the Meeting of July 5, 2023. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 5/0.

IV. CONSENT AGENDA:

- A. Approve request for the Interim Planner and Secretary to attend the Mississippi Homeland Security Grant Orientation, to be held in Tupelo, MS on August 16, 2023 and approval to use City vehicle.

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- B. Approve pay request for repairs at 1103 19th Street North in the amount of \$225.00.
- C. Approve permit request submitted by Kristina Patel to block off Second Avenue North and Main Street on August 18, 2023 from 3:45 p.m. until 4:45 p.m. and Second Avenue North and Main Street and Third Avenue August 19, 2023 from 8:00 a.m. until 10:00 a.m. *See attached map.*
- D. Approve request for the Seventh Avenue Heritage Festival funding in the amount of \$15,000.00 per the 2% Restaurant Tax Agreement to fund festivals in the City of Columbus.
- E. Approve request for Patricia Mitchell, Human Resources Director, to attend the 45th Annual Employment Law Seminar, to be held in Ocean Springs, MS at the approximate cost of \$743.42.

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

V. APPROVE DOCKET OF CLAIMS:

Councilwoman Stewart made a motion to approve the Docket of Claims for July 18, 2023, in the amount of \$1,082,057.65. Council Member Jones seconded the motion. Councilwoman Diccio was not present at this time, but submitted question about some invoices on the docket that were asked by the Mayor. The appropriate Department Head answered the questions.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

- A. Mayor Gaskin asked the Council Members if they had any comments/announcements.

There were no remarks from Council Members.

Fire & Rescue Battalion Chief, Chip Kain, came forth and requested affiliates with Atmos Energy: Michelle Whittle and others to come forth. Mr. Kain proceeded to thank Atmos Energy for their generous donation of \$6300.00 to the Columbus Fire & Rescue Department for the purpose of

purchasing a DeWalt Super Vac battery-powered fan, which will aid in versatility to the department's ventilation operations.

MONTHLY REPORTS:

Mayor Gaskin asked the Council Members if they had any questions for the Department Heads.

B. Atmos Energy presentation of donation check to Columbus Fire & Rescue

The individual slated to present the check had not arrived, but Mayor Gaskin thanked Atmos Energy again for their generous donation.

C. Building Inspection Monthly Report for June 2023

The Monthly Report from the Building Inspection Department for June 2023 was presented. No action was taken.

D. Columbus Fire and Rescue Department – June 2023 Monthly Report

The Monthly Report from Columbus Fire and Rescue Department for June 2023 was presented. No action was taken.

E. Human Resources Monthly Report for June 2023

The Monthly Report from the Human Resources Department for June 2023 was presented. No action was taken.

F. Trotter/Care & Maintenance/Friendship Cemetery June 2023 Monthly Report

The Monthly Report from the Trotter/Care & Maintenance/Friendship Cemetery for June 2023 was presented. No action was taken.

G. Code Enforcement June 2023 Monthly Report

The Monthly Report from the Code Enforcement Department for June 2023 was presented. No action was taken.

H. Planning & Community Development June 2023 Monthly Report

The Monthly Report from the Planning & Community Development for June 2023 was presented. No action was taken.

I. Public Works – June 2023 Monthly Report

The Monthly Report from the Public Works Department was presented. Council Member Jones asked about grass-cutting in the various wards and Mr. Bush responded that Public Works will transition to the Ward System next week, which should speed up the process.

J. Columbus Police Department May 2023 Monthly Report

The Monthly Report from the Police Department for June 2023 was presented. Council Member Jones asked the Chief about the radars and Chief Daughtry responded that they arrived today.

K. Parks & Recreation June 2023 Monthly Report

The Monthly Report from the Parks & Recreation Department for June 2023 was presented. Councilwoman Diccio had a question to the Parks & Recreation Director regarding the purchase of a new zero turn lawn mower. The Director answered by thanking the City Garage for repairing the existing zero turn and remarked that the department needed a new lawn mower.

L. Municipal Court June 2023 Monthly Report

The Monthly Report from the Municipal Court Department for June 2023 was presented. No action was taken.

M. Information Technology June 2023 Monthly Report

The Monthly Report from the Information Technology Department for June 2023 was presented. A question was directed to the I T Director regarding renewal of some software, for which she answered. No action was taken.

N. Community Outreach June 2023 Monthly Report

The Monthly Report from Community Outreach for June 2023 was presented. No action was taken.

O. Finance – June 2023 Monthly Report

Jim Brigham, CFO, distributed the Monthly Financial Report for June 2023, which includes the General Fund cash balance of \$8,712,525.33, and is an increase of \$2,434,162.80 compared to the same time last year. Total Sales Tax Receipts for July 2023 are \$943,570, which is a decrease of \$24,302.00 compared to the same time last year. The remaining

balance of ARPA Funds is \$2,957,961.31. The balance in the Bridge Repair Fund is \$3,886,751.91. Mr. Brigham also distributed a budget report by department and reported that the departments' budgets are on schedule with their budgets at this time.

P. Board Vacancies

Ms. Jammie Garrett announced vacancies on various boards and remarked that two (2) appointments will be made tonight.

CIVIL SERVICE COMMISSION

1 Vacancy, 4-Year Terms, Maxine Hall's Term Expires 8/04/2023.
Appointment will be made August 1, 2023.

APPLICANT:

Maxine Hall

ZONING BOARD OF ADJUSTMENT & APPEALS:

1 Vacancy, 3-Year Term, Rob Graham's Term Expired 3/03/2023.
Appointment will be made July 18, 2023.

APPLICANTS:

Emily Johnson

Council Member Beard made a motion to appoint Emily Johnson to the Zoning Board of Adjustment & Appeals for a 3-Year Term, until March 03, 2026. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

VII. CITIZENS INPUT AGENDA:

VIII. POLICY AGENDA:

A. Discuss/Approve Recommendations from the Planning Commission meeting on July 10, 2023

Planned Unit Development Request PUD 23-01

**Columbus Redevelopment Authority
Parkview (formerly known as Burns' Bottom)**

Zoning Districts: R-1 Single Family Residential, C-1 Neighborhood Commercial, C-1-R Neighborhood Commercial Restricted, and C-2 Community Commercial

Request to approve a Planned Unit Development in an eight-block area east of the soccer complex.

The Planning Commission unanimously recommended approval of the request, with the exception of Chairman, Kevin Stafford, who recused himself due to a conflict of interest.

Council Member Jones 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 approve a Planned Unit Development in an eight-block area east of the soccer complex be approved by the Council. Council Member Beard 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 present voted in favor of the motion.

The motion carried 5/0.

B. Discuss/Approve accepting the FAA's FY 2023 AIP Grant Offer in the amount of \$150,000.00 for the Columbus-Lowndes County Airport Taxiway Pavement Rehabilitation project.

Zach Foster, dba Neel-Schaffer, Inc. came forward and apprised the Mayor and Council of the terms of this Grant and remarked that the City's portion of the match is \$15,232.00. Councilwoman Stewart made a motion to accept the FAA's FY 2023 AIP Grant Offer in the amount of \$150,000.00 for the Columbus-Lowndes County Airport Taxiway Pavement Rehabilitation project with the City's match being \$15,232.00. Council Member Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

C. Discuss/Approve request to purchase a 60 inch Mower in the amount of \$13,025.00 that's on State Contract, for the Parks & Recreation Department.

Council Member Jones made a motion to approve the purchase of a 60 inch Mower for the Parks & Recreation Department, in the amount of \$13,025.00. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

D. Discuss/Approve hiring three (3) CPD Officers, contingent on successful completion of all preliminary testing

Council Member Jones made a motion to approve the request to hire three (3) CPD Officers, Howard Dodd, Jacorius Hammond, and Jeremy Harris as entry-level Police Officers, contingent on successful completion of all preliminary testing. Council Member Beard seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

E. Discuss/Approve request to hire five (5) Laborers for the Public Works Department, contingent on successful completion of all preliminary testing

Council Member Beard made a motion to approve the request to hire five (5) Laborers for the Public Works Department: Gregory Bohlen, Darrett Harris, Joe S. Koger, Demarcus Swanigan and Dwight Wilson, contingent on successful completion of all preliminary testing. Council Member Jones seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

F. Discuss/Approve request to hire a Staff Accountant, pending successful completion of preliminary testing

Council Member Jones made a motion to approve the request to hire Tammy Stanley at Staff Accountant in the Finance and Administration Department at an annual rate of \$38,000.00, contingent on successful completion of all preliminary testing. Council Member Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

G. Discuss/Approve Resolution of the Mayor and City Council of the City of Columbus, MS finding and determining that a Notice of Resolution of Intent to issue either General Obligation Bonds of the City or a General Obligation Bond of the City for sale to the Mississippi Development Bank was duly published as required by law, pursuant to Mississippi Code Ann. § 21-33-301 et seq.

Council Member Jones made a motion to approve the Resolution of the Mayor and City Council of the City of Columbus, Mississippi finding and determining that a Notice of Resolution of Intent to issue either General Obligation Bonds of the City or a General Obligation Bond of the City for sale to the Mississippi Development Bank was duly published as required by law, pursuant to Mississippi Code of 1972, as amended and/or supplemented. Council Member Beard seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Council Member Ethel Stewart	voted:	<u>yea</u>
Council Member Joseph Mickens, Sr.	voted:	<u>yea</u>
Council Member Russell Greene	voted:	<u>nay</u>
Council Member Pierre Beard, Sr.	voted:	<u>yea</u>
Council Member Stephen Jones	voted:	<u>yea</u>
Council Member Jacqueline Diccico	voted:	<u>ABSENT</u>

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the 18th day of July, 2023.

THE RESOLUTION FOLLOWS:

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RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, MISSISSIPPI FINDING AND DETERMINING THAT A NOTICE OF RESOLUTION OF INTENT TO ISSUE EITHER GENERAL OBLIGATION BONDS OF THE CITY OR A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK WAS DULY PUBLISHED AS REQUIRED BY LAW PURSUANT TO SECTIONS 21-33-301 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED.

WHEREAS, the Mayor and City Council of the City of Columbus, Mississippi (the "Governing Body"), acting for and on behalf of the City of Columbus, Mississippi (the "City"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented (the "City Bond Act"), to issue general obligation bonds, in one or more taxable or tax-exempt series, for the purposes of (a) purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of recreational facilities, and (b) other purposes authorized by the City Bond Act, including, but not limited to, paying the costs of such financing (collectively, the "Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), and other applicable laws of the State, to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project, or (b) enter into a loan with the Bank to borrow money to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the City Bond Act and the Bank Act; and

WHEREAS, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide funding for the costs of the Project either through the issuance of (a) general obligation bonds of the City pursuant to the City Bond Act (the "Bonds"), (b) a general obligation bond of the City to be sold to the Bank (the "City Bond"), or (c) by entering into a loan with the Bank to borrow money from the Bank (the "Loan"), in one or more taxable or tax-exempt series, all in a total aggregate principal amount not to exceed Three Million Dollars (\$3,000,000); and

WHEREAS, as of May 1, 2023, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, was Two Hundred Twelve Million Six Hundred Fifty-Three Thousand One Hundred Fifty-Nine Dollars (\$212,653,159), and the City had outstanding bonded and floating indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, as amended, in the amount of Eighteen Million One Hundred Ninety-Five Thousand Dollars (\$18,195,000) and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of Eighteen Million One Hundred Ninety-Five Thousand Dollars (\$18,195,000); and

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WHEREAS, the City intends to fund the Project by issuing either the Bonds or the City Bond to fund all or a portion of the Project or by entering into the Loan to fund all or a portion of the Project; provided, however that the total aggregate principal amount of the financing will not exceed Three Million Dollars (\$3,000,000); and

WHEREAS, the Bonds, the City Bond and/or the Loan, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since May 1, 2023; and

WHEREAS, the Governing Body adopted a resolution on June 19, 2023 (the "Intent Resolution"), declaring its intention to either (a) issue and sell the Bonds pursuant to the City Bond Act, (b) issue and sell the City Bond to the Bank pursuant to the City Bond Act and the Bank Act, or (c) enter into the Loan with the Bank pursuant to the City Bond Act and the Bank Act, all in a total aggregate principal amount not to exceed Three Million Dollars (\$3,000,000) for the purpose of providing financing for the Project; and

WHEREAS, as required by the Intent Resolution and Section 21-33-307 of the City Bond Act, a Notice of Resolution of Intent (the "Notice of Intent") was published in *The Columbus Packet*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, on June 22 and 29 and July 6 and 13, 2023, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to July 18, 2023 and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS a proof of publication of the Notice of Intent is attached hereto as Exhibit A; and

WHEREAS, as of the hour of 5:00 p.m., on July 18, 2023, the Secretary-Treasurer, Chief Financial Officer and City Clerk of the City (the "Secretary-Treasurer") has determined that a written protest or objection against the issuance of the Bonds or the City Bond or the authorization of the Loan had been filed with his office and/or other said members of the Governing Body; and

WHEREAS, the Governing Body is now empowered to determine whether the written protest and objection filed against the issuance of the Bonds or the City Bond or the authorization of the Loan meets the requirements of Section 21-33-307 requiring the City to call for an election on the question of the issuance of the Bonds or the City Bond or the authorization

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of the Loan if ten percent (10%) of the qualified electors of the City, or fifteen hundred (1500), whichever is the lesser filed a written protest or objection; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the premises clauses of this resolution are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The Governing Body does hereby find and determine that, as required by Section 21-33-307 of the City Bond Act and the Intent Resolution, the Notice of Intent was published in *The Columbus Packet*, a newspaper published in and having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, on June 22 and 29 and July 6 and 13, 2023, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Resolution being made not less than twenty-one (21) days prior to July 18, 2023 and the last publication being made not more than seven (7) days prior to such date.

SECTION 3. The proof of publication of the Notice of Intent is hereby accepted.

SECTION 4. The Governing Body does further find and determine that as of the hour of 5:00 p.m. on July 18, 2023, that a written protest or objection against the issuance of the Bonds or the City Bond or the authorization of the Loan had been filed with the Secretary-Treasurer and/or other members of the Governing Body.

SECTION 5. The Governing Body is now authorized and empowered to determine whether ten percent (10%) of the qualified electors of the municipality, or fifteen hundred (1500), whichever is the lesser, filed a written protest and objection against the issuance of the Bonds or the City Bond or the authorization of the Loan requiring the City to call for an election pursuant to Section 21-33-309 on the question of the issuance of the Bonds or the City Bond or the authorization of the Loan.

[The Remainder Shall Be Left Intentionally Blank; Voter Page to Follow]

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Council Member Jones made the motion and Council Member Beard seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Council Member Ethel Stewart voted:	<u>Yes</u>
Council Member Joseph W. Mickens, Sr. voted:	<u>Yes</u>
Council Member Rusty Greene voted:	<u>NO</u>
Council Member Pierre Beard voted:	<u>Yes</u>
Council Member Stephen Jones voted:	<u>Yes</u>
Council Member Jacqueline DiCicco voted:	<u>Absent</u>

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 18th day of July, 2023.

Mayor of the City of Columbus, Mississippi

ATTEST:

Secretary-Treasurer

80669347.v2

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EXHIBIT A
PROOF OF PUBLICATION

**THE PACKET
BOX 53
COLUMBUS, MS 39703
JULY 13TH, 2023**

PROOF OF PUBLICATION

STATE OF MISSISSIPPI
COUNTY OF LOWNDES

This is certification that Butler Snow, LLP ran a legal ad (Notice of Intent – Providing Financing For Certain Improvements To Municipal Parks In The City Of Columbus) in the following issues of the Packet.

#1563	June 22 nd , 2023
#1564	June 29 th , 2023
#1565	July 6 th , 2023
#1566	July 13 th , 2023

SWORN to and subscribed before me, this 13th day of July, 2023.

Susan T. Noland
Notary



Councilwoman Diccico entered the meeting room.

H. Discuss/Approve the selection of engineering services to complete an Environmental Study for the Blight Elimination Program

George Irby, Interim City Planner & Community Development Director, came before the Mayor and Council to request approval of selection of engineering services to complete an Environmental Study for the Blight Elimination Program. This project was properly advertised and he, the COO and CFO met, reviewed and scored statements of qualifications from EDIC, Neel-Schaffer, Inc., and Waggoner Engineers. Council Member Greene made a motion to select Neel-Schaffer, Inc. to complete an Environmental Study for the Blight Elimination Program.

SUBSTITUTE MOTION:

Council Member Jones made a substitute motion to selection Waggoner Engineering to complete an Environmental Study for the Blight Elimination Program. Councilwoman Diccico seconded the motion.

Council Members Mickens, Beard, Jones and Diccico voted in favor of the substitute motion. Council Members Stewart and Greene opposed.

The motion carried 4/2.

I. Discuss/Approve bid results for 15th Street North Drainage Improvements project (Re-Bid) for consideration

Kevin Stafford, dba Neel-Schaffer, Inc., presented bid tabulation for the 15th Street North Drainage Improvements project (re-bid) for consideration. This is a rebid and the project cost increased from the previous bid. Two (2) bids were accepted: Mitchell Contracting, Inc. and Weathers Construction, Inc., both at a cost of \$145,000.00. Councilwoman Stewart made a motion to award the bid to Weathers Construction, Inc., at a cost of \$145,000.00. Councilwoman Diccico seconded the motion.

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

The motion carried 5/1.

J. Discuss/Approve selection of Trash Collection services and rates

Council Member Greene made a motion to approve the Service Agreement between Golden Triangle Cooperative Service District and the City of

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Columbus, Mississippi for Residential Refuse collection service with the initial contract terms for one (1) trash bin for each household, collection one (1) time per week at a rate of \$20.95 to citizens, effective September 1, 2023. Councilwoman Dickey seconded the motion.

SUBSTITUTE MOTION:

Council Member Beard made a substitute motion to approve the agreement with the terms of one (1) bid and collection two (2) times per week with a cost of \$25.45 to citizens. Council Member Jones seconded the motion.

Council Members Mickens, Beard and Jones voted in favor of the substitute motion. Council Members Stewart, Greene and Dickey opposed the motion. Mayor Gaskin voted in opposition of the motion.

The motion failed 4/3.

ORIGINAL MOTION:

Council Members Stewart, Greene and Dickey voted in favor of motion to approve the agreement with the terms of one (1) trash bin for each household, collection one (1) time per week at a rate of \$20.95 to citizens. Council Members Mickens, Beard and Jones opposed the motion. Mayor Gaskin voted in favor of the motion.

The motion passed 4/3.

THE AGREEMENT FOLLOWS:

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SERVICE AGREEMENT
BETWEEN GOLDEN TRIANGLE COOPERATIVE SERVICE DISTRICT
AND THE CITY OF COLUMBUS, MISSISSIPPI

THIS AGREEMENT made and entered into as of the 1st day of September, 2023, by and between the GOLDEN TRIANGLE COOPERATIVE SERVICE DISTRICT (hereinafter the "District"), as created pursuant to §19-3-101, *et seq.*, and the CITY OF COLUMBUS, Mississippi (hereinafter the "City"), a municipality duly created, chartered, organized and existing under and by virtue of the Laws of the State of Mississippi.

WITNESSETH:

WHEREAS, Section **19-3-101**, *et. seq.*, Mississippi Code of **1972**, as Amended, the "Cooperative Service District Act" (the "Act") permits county governments and other local governmental units to make the most effective use of their powers by enabling them to cooperate and contract with other local governmental units on a basis of mutual advantage.

WHEREAS, City is desirous of securing the services of the District to operate a Residential Refuse collection service for the City, and

WHEREAS, the District desires to provide the operation of a Residential Refuse collection service for the City.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. **DEFINITIONS** - The following terms shall carry the following definitions:
 - a. "Acceptable Garbage" means everything collected under this Agreement, excluding Hazardous Waste, White Goods, Rubbish, Construction, and any other matter that is to be disposed of outside of this Agreement.
 - b. "Act" means the Cooperative Service District Act, constituting Section **19-3-101**, *et seq.*, of the Mississippi Code of **1972**, as Amended, and as the same may be amended from time to time.
 - c. "Bags" means plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity.

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d. "Bin" means metal receptacle designed to be lifted and emptied mechanically with a capacity of not less than two (2) cubic yards.

e. "Bulky Waste" means large household items with weights or volumes greater than those allowed for containers.

f. "Construction Debris" means waste building materials resulting from construction, remodeling, repair or demolition operations by the producer or a contractor.

g. "Issued Container" means the 96-gallon container provided by Golden Triangle Waste Services for each residence at the commencement of services as of September 1, 2023.

h. "Additional Container" means a receptacle with a capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed sixty (60) pounds. Cardboard boxes substantially complying with the requirements of this paragraph shall also be considered a container.

i. "Dead Animals" means animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

j. "Disposal Facilities" means the Golden Triangle Regional Landfill.

k. "Garbage" means every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animals or vegetable matter (including, but not by way of limitation, used tin can and other food containers; and all putrescent waste matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Fall Season Leaves, Hazardous Waste, or White Goods.

l. "Hazardous Waste" means waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency, the State of Mississippi Department of Environmental Quality, or other appropriate State Agency by or pursuant to Federal or State law, or waste, in any amount which is regulated under Federal or

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State law. For purposes of this Agreement, the term Hazardous Waste shall also include tires, batteries, motor oil, gasoline, paint, and paint cans.

1. “Multi-Family Complex” means an apartment or condominium of nine (9) or more units, whether of single or multi-level construction. Residential Refuse services shall be provided to these complexes by the use of Bin service.

m. “Producer” means an occupant of a residential unit who generates refuse and Residential Refuse.

n. “Single Family Residence” means a dwelling within the corporate limits of the City occupied by a person or group of persons. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Duplex and apartment units with no more than eight (8) units shall be serviced as single-family residences, except that such single-family unit within any such complex shall be counted and billed separately.

o. “Residential Refuse” means all Garbage, Bulky Waste, and Fall Season Leaves generated by a Producer at a residential unit.

p. “Rubbish” means all waste wood, wood products, tree trimmings and parts (no longer than 6’ in length and 6” in diameter), also containerized dead plants, weeds, bagged leaves that are not Fall Season Leaves, branches, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste and other products such as used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any other similar waste materials.

q. “White Goods” means all household appliances, excluding those governed by the Federal Clean Air Act, unless certified for disposal in accordance with said Act.

2. TERM

This Agreement shall take effect on September 1st 2023 with services provided herein for a period of six (6) years, commencing on the 1st day of September 2023, at 12 o’clock midnight and ending on the 31st day of August 2029, at 12 o’clock midnight, unless sooner terminated as herein provided. Both Parties to this Agreement shall have the right to cancel and terminate this contract for any reason by giving six (6) months advance written notice to the other Party.

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Termination by the City shall be only valid upon the majority vote in a lawful meeting of their respective governing bodies at which a lawful quorum is present. Any vote by the Mayor and City Council to terminate this Agreement shall not be effective until all outstanding debts for the services performed hereunder have been paid for by the City. The City shall also have the right to terminate this Agreement after the District exercises its right to modify the compensation for this Agreement as described in Section 9(b) of This Agreement.

3. OBLIGATION OF THE DISTRICT

a. For and in consideration of the compensation set forth below as well as the mutual covenants contained herein, the District shall supply all equipment, labor, transportation and personnel, necessary to operate the Residential Refuse collection and disposal system and transport the Acceptable Garbage generated or deemed to be generated in the City to the Golden Triangle Regional Solid Waste Landfill Disposal Site according to the terms hereof.

b. Delegation. The services and obligations of the District may not be delegated, assigned, transferred, or subcontracted to any person or entity without the prior express written consent of the City.

c. Services Provided

1. The District shall provide Curbside Collection service for the collection of Residential Refuse to each Single-Family Residence two (2) times per week. Curbside Collection of Residential Refuse shall be taken to and deposited in the Golden Triangle Regional Landfill in accordance with the Contract that the City has with said Landfill.
2. District shall provide rear of the house pickup for Residential Refuse for those persons designated by the City to be handicapped and/or elderly such that said resident cannot physically deposit said Residential Refuse at the curbside. A written notice by their treating physician confirming disability is required. The written proof of disability must be mailed to Golden Triangle Waste Services at 1311 Industrial Park Road, Columbus, Mississippi 39701.
3. The District will provide for the collection of Multi-Family Residential Refuse to each member of the Multi-Family unit having a power meter

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installed by the Columbus, Mississippi City Light and Water Department. All billing for Single Family and Multi-Family Residential Refuse collection services shall be billed on a by-meter billing basis which shall be reviewed and billed every month, one month in arrears. In the event there is a Multi-Family unit served by one (1) meter, the meter count shall be adjusted upward by the number of units in the Multi-Family unit served by the one meter. The City Light & Water Department shall provide the District, each month, a list of the Residential, and Multi-Family Complex meters served the previous month, and the bill shall be adjusted each month according to the list. The District, or its appointed and City agreed upon representative, shall have the right to audit the records of the City Light & Water Department, upon reasonable notice, during normal business hours to verify the number of meters, or conduct its own count.

4. Time of collection: Collection shall not begin before 7:00 a.m. on the designated collection day for Residential Refuse and Multi-Family Complexes. Normal collection hours shall be from 7:00 a.m. to 6:00 p.m. The times of collection shall not be changed except upon the mutual agreement of the City and the District. During June through August months, the collection time starts by 6:00 a.m. for heat safety reasons.

E. Residential Refuse Generated by Single Family Units. Single Family Residential Refuse shall be placed within five (5) feet of the curb for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Residential Refuse shall be placed as close to the roadway as practicable, without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Residential Refuse shall be placed as close as practicable to an access point for the collection vehicle. Multi-Family Residential Units and Complexes shall be serviced by Bins or curbside collection, at the option of the District.

- F. Holidays. The following shall be holidays for purposes of this Contract:
New Year's Day

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Independence Day

Thanksgiving Day

Christmas Day

If a residential customer's normal collection day falls on a scheduled holiday, then customer's Refuse collection will be picked up on the next scheduled day for collection. Prior to said holiday, the District shall publish the change on Golden Triangle Waste Services' social media outlets unless otherwise directed by the City.

G. Area to be Served. The area to receive the service of Residential Refuse collection is all areas within the incorporated boundaries of the City and in any newly annexed areas of the City during the term of this Agreement.

H. Route and Schedule of Collection. In the event of changes in routes or schedules that will alter the day of pickup, the District shall notify the residents affected by publishing the route changes on Golden Triangle Waste Services' social media outlets.

I. Complaints. The District shall receive and promptly respond to all complaints regarding the services provided under this Agreement. Any complaints received by the City will, immediately upon receipt and after review by the City's Public Works Director, be directed in writing, or e-mail, to the District's office. Should a complaint go unresolved for longer than twenty-four (24) hours, after receipt of the written complaint from the City, the City shall have the right to demand, and the District shall provide, an explanation for an unresolved complaint or an explanation of resolution.

J. Collection Equipment. An adequate number of vehicles shall be provided by the District to collect Residential Refuse, and the other items, in accordance with the terms of this Agreement. The vehicles shall be licensed in the State of Mississippi and shall operate in compliance with all applicable State, Federal and City regulations. Each vehicle shall bear, as a minimum, the name and phone number of the District, plainly visible on both cab doors, and the unit number on front and back of each truck.

K. Change in Service. In the event the City desires to change its level or type of service during the term of this Agreement, the District shall negotiate an adjustment in rates based on the actual increase or decrease of only the District's direct cost affected by the requested change, plus an agreed amount for overhead and profit. Documentation of said cost shall be

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provided to the City by the District.

L. City Ordinance. The scope of services provided herein are based on compliance with the current Garbage Collection Ordinance and Leaf Ordinance of the City and the contract between the City and the Golden Triangle Regional Landfill.

6. DISPOSAL SITE

The District shall be responsible for the collection and transportation of all Residential Refuse collected to the Golden Triangle Regional Landfill for disposal.

7. LEAF PICKUP DURING FALL SEASON

A. City's Responsibility. The City will, during the Fall Season, between November 1 and March 31 of each year throughout the term of this Agreement, dedicate a minimum of two men and one truck, to pick up Bagged Leaves which have been placed for pick up by residents in bags or containers in a lawful manner at Curbside on the City streets or public rights-of-way, in accordance with Section 14.28 and Section 14.29 of the City Code. The City shall dedicate said men and one truck for not more than forty (40) hours per week, in an effort to collect the Bagged Leaves.

B. Service District's Responsibility.

1. It is recognized that residents of the City may at certain times and locations during the Fall Season place for pick up large quantities of Bagged Leaves in a lawful manner on City streets or public rights-of-way, and that it may be impractical or impossible for the City with one truck and two laborers, working a forty (40) hour week, to pick up all of the Bagged Leaves each day. Therefore, the District will assist the City by picking up Bagged Leaves during the above referenced Fall Season, but that the District will never be required to pick up more than a total of eight (8) bags of Bagged Leaves per week at any one residence.

2. The City recognizes that it is the District's priority, as a public health concern, to pick up and dispose of Residential Refuse first, and that Bagged Leaves shall be a second priority. Recognizing these priorities, the City and the District agree that the District may, at times, be unable to pick up eight (8) bags of Bagged Leaves per residence, per week, and to dispose of same. In the event that the District is unable to pick up and dispose of up to eight (8) bags of Bagged Leaves, per residence per week, because of its obligation to fulfill its first priority, then the District shall, as quickly and expeditiously as possible thereafter, pickup said Bagged

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Leaves on its normal route schedule, recognizing its continuing primary responsibility to pick up and dispose of Residential Refuse.

3. The District will neither be required to engage any additional employees nor to purchase any additional equipment to meet the obligations set forth in this Section, but agrees to assist the City in this respect with its current number of employees and its regular work force.

8. COMMERCIAL ACCOUNTS

This Agreement does not cover Commercial Accounts or any commercial location generating Garbage or Refuse within the City. These Commercial Accounts may contract with any entity other than the District, or may contract with the District for collection and disposal of its Garbage and Refuse. The District may provide Bin service for Commercial Refuse at locations throughout the geographical area of the City. However, the collection service for commercial locations shall not be exclusive to the District.

9. COMPENSATION

A. The compensation to be paid by the City to the District for the services set out herein shall be as follows:

1. The District shall be compensated for the services provided in this Agreement at the rate of \$18.45 per residence once the "Issued Containers" are provided to each residence. Should the "Issued Containers" not be delivered on or before September 1, 2023, the collection rate shall be \$17.45 until such time as 95% of all residents have received the "Issued Containers".

B. On or before the first (1st) day of each month the District shall provide an invoice to the City for services provided for the current month. All payments shall be due the District within thirty (30) days from the date of the billing. Any payment not made to the District by the City within forty-five (45) days from the date of the bill shall be subject to a monthly liquidated damages fee of one percent (1%) of the outstanding balance over forty-five (45) days old. After the first year of this Agreement and on each anniversary date thereafter, the charges to be paid by the City to the District shall adjust to reflect the increase or decrease in the cost of operation. Any increase, or decrease, in the compensation charged by the District pursuant

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to this Contract shall be based on the District's increase or decrease in the cost of fuel and any other direct actual costs to the District for the operation and maintenance of the Refuse Collection service, including debt service. The District shall notify the City of any increase, or decrease, at least 30 days prior to the anniversary day of this Agreement.

10. PAYMENT FOR "ISSUED CONTAINERS" UPON TERMINATION OF CONTRACT

Should the City terminate this contract pursuant to Paragraph Two (2.) of this agreement, the City shall pay the District the following amount for the "Issued Containers" based on the year the contract is terminated, if at all:

9/1/2023 thru 8/31/2024:	\$668,028.00
9/1/2024 thru 8/31/2025:	\$556,740.00
9/1/2025 thru 8/31/2026:	\$445,392.00
9/1/2026 thru 8/31/2027:	\$334,044.00
9/1/2027 thru 8/31/2028:	\$222,696.00
9/1/2028 thru 8/31/2029:	\$111,348.00
9/1/2029:	\$0.00

Payment for the "Issued Containers" shall be made to the District by the City within sixty (60) days of the cancellation of the contract.

11. WORKMEN'S COMPENSATION INSURANCE

The District will provide and maintain during the life of this Agreement Workmen's Compensation Insurance in accordance with the laws of the State of Mississippi, and shall provide the City with a Certificate of Insurance each year.

12. INSURANCE

The District shall at all times during this Agreement maintain in full force and effect employer's liability, public liability and property damage insurance to include contractual coverage and automobile liability, both owned and non-owned, in an amount not less than \$1,000,000, and shall provide the City a Certificate of Insurance each year, showing the City as a named additional insured.

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13. INDEPENDENT CONTRACTOR

It is fully understood that this Agreement does not create a joint venture or partnership. The District shall at all times be considered an independent contractor of the City. The City shall not control the details of the work of the District, nor the hours of operation. The City shall not have the right to hire and fire the District's employees. The City shall not provide any of the tools or equipment needed for the District to carry out the work described in this Agreement. The City shall not have the right to supervise the work in process, but shall only have input into the quality of the ultimate quality of the work to be performed.

14. EXCLUDED WASTE

This Agreement covers only the collection and disposal services for Residential Refuse, as defined herein and specifically excludes any Hazardous Waste, White Goods, Rubbish, Construction Debris, Furniture, or Unacceptable Solid Waste collected for disposal by the District and, therefore, title to and liability for any such excluded waste shall remain with the Producer/generator who shall be responsible for any and all damages, penalties, fines and liabilities resulting from or arising out of such excluded waste.

15. FORCE MAJEURE

The obligations of the parties hereunder are subject to and excused in the event of (i) strikes, riots, wars, acts of God, accidents; (ii) governmental orders, decrees and regulations, or for any reason delayed or barred by governmental or judicial action; or (iii) any other similar contingency beyond the reasonable control of the District.

16. NOTICE

All notices hereunder, if given to the City, shall be given as follows:

Mayor, The City of Columbus, P. O. Box 1408 Columbus, MS 39703

And, if given to the District, shall be given as follows:

General Manager, Golden Triangle Cooperative Service, District 1311 Industrial Park Road Columbus, MS 39701

All notices shall be given via United States certified mail, postage prepaid, by the date of

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the postmark of the envelope containing the notice as the date of the receipt thereof by the party receiving said notice, provided said envelope is correctly addressed.

17. PUBLIC RELATIONS

The District will provide necessary public relations via social media for the establishment of the Collection of Residential Refuse to the residents of the City.

18. AMENDMENTS TO THE CONTRACT

All provisions of the Agreement shall be strictly complied with and conformed to by the parties, and no amendment to this Agreement shall be made except upon the written consent of both parties. No amendment shall be construed to release either party from any obligation of the Agreement, except as specifically provided for in such amendment.

19. CHOICE OF LAW

The Agreement shall be deemed to have been made in and shall be construed under the laws of the State of Mississippi. Any and all disputes arising under this Agreement shall be decided under applicable Mississippi law.

20. SEVERABILITY

In the event any provision(s) or clause(s) of this Agreement is/are void, invalid or unenforceable under any applicable Federal, State, regional or local laws, regulations or ordinances, the balance of the Agreement shall remain in effect and binding on the parties hereto, subject to the right of termination as set forth herein.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof and shall not be modified, altered, changed or amended unless in writing and signed by the parties.

22. ASSIGNMENT

The District may not assign, transfer or otherwise vest in any successor corporation or subsidiary any of the rights or obligations under this Agreement except as collateral security to a lender or financial institution without written consent of the City. Any successor shall be bound by the terms of this Agreement.

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WITNESS THE SIGNATURES of the parties, this the ____ day of _____ 2023.

THE CITY OF COLUMBUS, MISSISSIPPI

BY: _____
MAYOR

ATTEST:

SECRETARY

GOLDEN TRIANGLE COOPERATIVE SERVICE DISTRICT

BY: _____
CHAIRMAN OF THE BOARD

ATTEST:

SECRETERY

GOLDEN TRIANGLE COOPERATIVE SERVICE DISTRICT

<u># of Bins</u>	<u>Collection Per Week</u>	<u>GTC Rates</u>	<u>Citizen Rates</u>
1 Bin	2 x Per Week	\$18.45	\$25.45
0 Bin	2 x Per Week	\$17.55	\$24.55
1 Bin	1 x Per Week	\$13.95	\$20.95
0 Bin	1 x Per Week	\$11.95	\$18.95

Note: Citizen Rates include fees for the Landfill, Public Works and Columbus Light & Water's 5% increase for collection which amounts to about \$7.00.

CLOSED DETERMINATION:

Councilwoman Stewart made a motion to go into closed session to determine whether it is necessary to go into Executive Session. Councilwoman Diccio seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

All members of the public, with the exception of the Mayor, the Council, the General Counsel, the COO, the CFO, and the HR Director, exited the meeting.

Mayor Gaskin apprised the Council of two (2) personnel matters involving job performance of employees in various departments and remarked that these matters warrant being heard in Executive Session.

Councilwoman Stewart made a motion to go in Executive Session to discuss two (2) personnel matters. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

The COO announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss two (2) personnel matters.

ADJOURNMENT:

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

Approved by: _____
Keith Gaskin, Mayor

James "Jim" Brigham
CFO/Secretary-Treasurer/Clerk