# MEETING OF
# THE MAYOR AND CITY COUNCIL
# CITY OF COLUMBUS, MS
# June 17, 2025

The Mayor and City Council met in Regular Session on Tuesday, June 17, 2025 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, except Council Member Jones, who was absent. Also present were the General Counsel, the COO, the CFO, Assistant Police Chief Ward, HR Director, and all other Department Heads.

## I. CALL TO ORDER AND INVOCATION

Mayor Gaskin called the meeting to order and called on Rev. Leonardo Dismukes to offer the Invocation.

## II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

Councilwoman DiCicco requested to move Consent Agenda Items “C” and “D” to the Policy Agenda for discussion.

Council Member Mickens requested to add “Discuss/Approve raising the salary for the Mayor’s position to the Policy Agenda.

Council Member Mickens requested to add “Discuss Accounts Receivable position to the Executive Session Agenda.”

Councilwoman Stewart made a motion to approve the Agenda as amended. Council Member Mickens seconded the motion. The Mayor called for discussion, and there being none, all Council Members voted in favor of same, with a unanimous vote, 5/0.

## III. APPROVE MINUTES FOR PREVIOUS MEETINGS.

**APPROVE MINUTES FOR MEETING OF JUNE 3, 2025.**

Councilwoman DiCicco made a motion to approve the Minutes for the Meeting of June 3, 2025. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 5/0.

## IV. CONSENT AGENDA:

A. Accept letter of retirement from the Building Official, effective June 26, 2025 and approve compensation for unused, accrued vacation leave of up to 240 hours.

B. Approve request to advertise for the positions of Municipal Judge(s), Public Defender and City Prosecutor.

C. Approve request for Mayor & City Council to attend the Tennessee-Tombigbee Waterway Conference, to be held in Point Clear, AL, August 13-15, 2025 and approve payment of registration, lodging, travel and meal expenses in the estimated amount of $1,568.36 per person. **MOVED TO THE POLICY AGENDA.**

D. Approve request for Mayor & City Council to attend the Mississippi Policy Conference in Tunica, MS, August 7-10, 2025 and approve payment of registration, lodging, travel and meal expenses, in the estimated amount of $1,511.86 per person. **MOVED TO THE POLICY AGENDA.**

E. Approve request for Fire and Rescue personnel, Landon Hill, to be reimbursed for the successful completion of his National Registry Exam, in the amount of $104.00.

F. Approve request for Fire and Rescue personnel to get a background check and electronic fingerprinting for State EMS License in the amount of $75.00.

G. Approve request for Fire and Rescue personnel, Kaelan Brownstein, to attend “Rope Rescue Awareness and Operations” class to be held in Jackson, MS, and approve payment of registration, lodging, use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of $500.00.

H. Approve request for Fire and Rescue personnel, Kameron Pearson, to attend “Haz-Mat Technician I” to be held in Jackson, MS, and approve payment of registration, lodging, use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of $250.00.

I. Approve request for CPD personnel: Johnny Vaughn, Kimberly Hayes and Chris Smith to attend the “Mississippi Command College” to be held in Oxford, MS and approve payment of registration, lodging, use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of $3,930.00.

J. Approve permit request submitted by Jamar Meady to host a "Super Sunday Back to School Drive" to be held on July 13, 2025, from 12:00 p.m. until 7:00 p.m. at 520 -14th Avenue South, blocking 14th Avenue South at 5th Street South and 6th Street South.

K. Approve permit request submitted by LaNise Frison to host a "Burns Bottom Reunion" to be held on September 27, 2025, from 10:00 a.m. until 8:00 p.m. blocking 3rd Street North at 5th Avenue North, 6th Avenue North and 7th Avenue North.

L. Approve request for CPD personnel, Mark Underwood, to attend a "MOS Instructor Workshop" to be held at Camp Shelby, MS, and approve payment of registration, lodging, use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of $1,119.00.

M. Ratify request for one (1) CPD personnel to attend "CIT Train the Trainer" to be held in West Point, MS, and approve travel in city vehicle.

N. Recreation Employee, Dwight Smith, voluntary resigned by not showing up for work, effective June 17, 2025.

O. Approve corrections to the minutes of the meetings of the Mayor and City Council Meeting of January 21, 2025 and February 18, 2025. (*Documents will be added to the Minute Book).*

Council Member Mickens made a motion to approve the Consent Agenda as amended. Councilwoman Stewart seconded the motion. The Mayor called for discussion. All Council Members voted in favor of same. The motion carried with a unanimous vote, 5/0.

## V. APPROVE DOCKET OF CLAIMS:

Councilwoman Stewart made a motion to approve the Docket of Claims for June 17, 2025 in the amount of $1,189,065.44. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 5/0.

## VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

**A.** Mayor Keith Gaskin asked Council Members if they had any announcements or comments. There were none at this time.

**B. SPECIAL RECOGNITION** – Act of Humanity

- **Martin Swanigan**
- **William M. Clemons**
- **Efrem Coleman**

Mayor Gaskin and Councilwoman DiCicco recognized three (3) Public Works employees: Martin Swanigan, Efrem Coleman and William M. Clemons, for acts of Humanity by assisting an elderly citizen who had fallen and remained with him until the ambulance arrived. The gentleman's son-in-law provided them with a certificate and offered words of thanks and gratitude. *Mr. Clemons was not present.*

**C. Swearing in of one (1) Fire and Rescue Firefighter**

- **Landon Hill**

Mayor Gaskin swore in Fire and Rescue personnel Landon Hill as he recited the Oath of Office. The Fire and Rescue Command Staff were also present and presented him with insignia and helmet.

**D. PROCLAMATION: Honoring Esteemed Kenny Wiegel**

Mayor Gaskin presented a proclamation to Building Official, Kenny Wiegel, who is retiring after rendering 29.75 years of dedicated service to the City of Columbus. Mr. Wiegel thanked the City of Columbus for the opportunity to serve in the capacity of Building Official.

- Mayor Gaskin thanked everyone that supported Juneteenth celebration throughout the City and also thank City workers that assisted.

- Mayor Gaskin remarked that this is his last Council Meeting as Mayor of the City of Columbus. Swearing-In/Inauguration Ceremony will be held Monday, June 30, 2025 at 10:00 a.m. at the upper level of the Trotter Convention Center.

- Mayor Gaskin presented a Plaque to Mr. Kenneth Wiegel for 29.75 years of service to the City of Columbus.

- Mayor Gaskin presented a Plaque to Ms. Jacqueline DiCicco for four (4) years of public service as Councilwoman of Ward 6.

- Mayor Gaskin presented a Plaque to Mr. Pierre Beard for six (6) years of public service as Council Member of Ward 4.

- Mayor Gaskin presented a Plaque to Mr. Joseph Mickens/Vice-Mayor for sixteen (16) years of public service as Council Member of Ward 2.

- Mayor Gaskin announced that a Special Called meeting will be held Wednesday, June 25, 2025 at 10:00 a.m. in the City Hall Courtroom.

- Council Member Beard offered words of thanks and appreciation as Council Member of Ward 4, stating that "*it has been an honor to serve the City of Columbus.*"

- Councilwoman DiCicco thanked the citizens of Ward VI for their support and remarked, "*I hope I made you proud*."

**DEPARTMENT HEADS' MONTHLY REPORTS:**

**E. Building Inspection – May 2025 Monthly Report**

The Monthly Report from the Building Inspection Department for May 2025 was presented. No action was taken.

**F. Columbus Fire and Rescue – May 2025 Monthly Report**

The Monthly Report from the Fire and Rescue Department for May 2025 was presented. No action was taken.

**G. Human Resources – May 2025 Monthly Report**

The Monthly Report from the Human Resources Department for May 2025 was presented. No action was taken.

**H. Community Outreach – May 2025 Monthly Report**
The Monthly Report from the Community Outreach Department for May 2025 was presented. No action was taken.

**I. Garage – May 2025 Monthly Report**

The Monthly Report from the City Garage for May 2025 was presented. No action was taken.

**J. Columbus Police Department – May 2025 Monthly Report**

The Monthly Report from the Columbus Police Department for May 2025 was presented. No action was taken.

**K. Facilities – May 2025 Monthly Report**

The Monthly Report from the Convention Center, Cemeteries and Facilities for May 2025 was presented. No action was taken.

**L. Columbus Recreation Department – May 2025 Monthly Report**

The Monthly Report from the Columbus Recreation Department for May 2025 was presented. No action was taken.

**M. Code Enforcement – May 2025 Monthly Report**

The Monthly Report from the Code Enforcement Department for May 2025 was presented. No action was taken.

**N. Planning & Community Development – May 2025 Monthly Report**

The Monthly Report from the Planning and Community Development Department for May 2025 was presented. No action was taken.

**O. Municipal Court – May 2025 Monthly Report**

The Monthly Report from the Municipal Court Department for May 2025 was presented. No action was taken.

**P. Public Works – May 2025 Monthly Report**

The Monthly Report from the Public Works Department for May 2025 was presented. No action was taken.

**Q. Information Technology – May 2025 Monthly Report**

The Monthly Report from the I. T. Department for May 2025 was presented. No action was taken.

**R. FINANCE – May 2025 Monthly Report**

Jim Brigham, CFO, distributed the Monthly Financial Report for May 2025 that includes the General Fund cash balance of $9,991,991.89, which is a decrease of $10,601,962.05 compared to the same time last year. The Sales Tax Receipts for May are $1,000,466.00, which is an increase of $62,554.00

compared to the same time last year. The balance in the Major Projects (ARPA) is $3,082,797.48, City-wide Park Improvement project has a balance of $1,113,608.88, Modernization Use Tax has a balance of $2,184,690.80, the Pedestrian Bridge Repair fund has a balance of $56,125.34 and the Amphitheater balance is $1,000,000.00. No action was taken

**S. Board Vacancies**

Jammie Garrett, COO, announced vacancies on Boards.

**CITY UTILITIES COMMISSION**
1 Vacancies, 5-Year Term, Brandy Gardner's Term Expires 6/16/2025 and Appointments will be made June 17, 2025.

**APPLICANTS:**
Brandy Gardner

Council Member Mickens made a motion to appoint Brandy Gardner to the City Utilities Commission for a 5-Year Term, until June 16, 2030, Council Member Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**MUNICIPAL ELECTION COMMISSION**
5 Vacancies, 4-Year Terms, all expire 6/30/2025.
Penesha McDowell Harrison, Helen Pridmore, Beverly Odom, Julie C. Parker, and Linda J. Harris

**APPLICANTS:**
Penesha McDowell Harrison
Jamonica Short

**BOARD OF ADJUSTMENT & APPEALS OF DEVELOPMENT CODES**
1 Vacancy, 3-Year Term, Quinn Brislin's Term Expires 7/02/2025.
Appointment will be made July 1, 2025.

**APPLICANT:**
Quinn Brislin

## VII. CITIZENS INPUT AGENDA:

## VIII. POLICY AGENDA:

**A. Discuss/Approve Derelict Property Docket**

**SB PROPERTY MANAGEMENT GLOBAL LLC**
**c/o ORLIC LORENZO FRANCES**
**1600 27th Street North**
**Units: 2, 3, 5 & 15**
**CASE NUMBER: 25-0166**

**Plumbing Systems & Fixtures**
**Interior Structure, Roofs & Drainage**
**Electrical Fixtures**

The General Counsel called cause number **25-0166**. No one appeared. Code Enforcement Officer Sasha James 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 also remarked that tenants have called the Inspection Department about unsanitary conditions and faulty plumbing and electrical in Unite: 2, 3, 5 & 15. Kenny Wiegel, Building Official, came forward and stated that the property owner has made some progress: **Unit 3** had electrical issues and repairs have been made and extension cords have been removed; **Unit 4** – repairs have been made and the unit has been sprayed for insects; **Unit 5 –** the issues have been corrected, repairs have been made and remediated and **Unit 15** is unoccupied, but the owner has added a new exterior door and repaired the roof. The Code Enforcement Officer, Sasha James, recommended a **45-day extension** to allow the property owner to remediate the property. The property is in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code. Council Member Beard made a motion to give the property owner a **45-day extension** to remediate the property. Ms. James also recommends that an Order be issued for the property in accordance with Section 21-19-11 of the Mississippi Code, 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 remove rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Council Member Mickens seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**GENESIS REAL ESTATE OF COLUMBUS LLC**
**175 Pandora Drive**
**CASE NUMBER: 25-0172**

**Accumulation of Rubbish & Garbage**

This Case Number was removed from the Docket.

**THOMAS L. ALEXANDER ETAL,**
**SILAS ALEXANDER / CURTIS ALEXANDER**
**ANDREW ALEXANDER / JOEL ALEXANDER**
**ELIZABETH GATES / VIRGINIA CRAWFORD**
**CHARLES ALEXANDER**
**1616 22nd Street North**
**CASE NUMBER: 25-0173** **Abandoned Structure**
**Closing of Vacant Structure**

The General Counsel called cause number **25-0173**. No one appeared. Code Enforcement Officer Sasha James 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. Councilwoman Stewart 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. Council Member Mickens seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**LISA EALY**
**127 Kermit Street**
**CASE NUMBER: 25-0176** **Property Maintenance Code Violation**

The General Counsel called cause number **25-0176**. No one appeared. Code Enforcement Officer Sasha James 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. Councilwoman Stewart 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. Council Member Mickens seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**RICHARD C. YOUNG / CREOLA DUFF YOUNG**
**2024 College Street**
**CASE NUMBER: 24-0369 Property Maintenance Code Violation**

The General Counsel called cause number **24-0369.** Mr. Richard C. Young and Ms. Creola Duff Young appeared and requested additional time to remediate the property, stating that they have been focused on the exterior of the structure, will now begin on the interior and requested six (6) months' extension. The Code Enforcement Officer, Sasha James, stated that the Council normally give a 45-day extension and will monitor progress, and recommended a **45-day extension** to allow the property owner to remediate the property. Ms. James also stated that the property owners can call in after the 45 days have expired and request another extension. The property is in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code. Councilwoman Stewart made a motion to give the property owner a **45-day extension** to remediate the property. Ms. James also recommends that an Order be issued for the property in accordance with Section 21-19-11 of the Mississippi Code, 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 remove rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

**$250.00 OR LESS CASES:**

Code Enforcement Officer, Sasha James, presented nineteen (19) cases, $250.00 or less for adjudication. Council Member Beard made a motion to accept the notices for property clean-up of properties $250.00 and less to be adjudicated according to statute. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 6/0.

**$250 OR LESS Derelict Properties for June 17, 2025 Mayor and City Council Meeting**

| Case # and Violation | Ward | Name and Address | Notes |
|---|---|---|---|
| | | | |
| | | | |
| **25-0167** *Overgrown Lot* | 1 | EVELYN / EDDIE BLUNT TRUST **Ponderosa Drive** | |
| **25-0168** *Overgrown Lot* | 1 | GENESIS REAL ESTATE OF COLUMBUS LLC **1706 Washington Avenue** | |
| **25-0170** *Overgrown Lot* | 3 | CNE PROPERTIES LLC **610 Cypress Street** | |
| **25-0171** *Accumulation of Rubbish & Garbage* | 1 | DTB PROPERTIES LLC **215 Pandora Drive** | |
| **25-0177** *Overgrown Lot* | 5 | MARGARET POWELL **1508 8th Avenue North** | |
| **25-0178** *Overgrown Lot* | 2 | DAVID MURRAY **126 Poplar Street** | |
| **25-0179** *Accumulation of Rubbish & Garbage* | 2 | MS STATE TAX SALE c/o SEC OF STATE PUBLIC LANDS **133 Maple Street** | |
| **25-0180** *Overgrown Lot* | 3 | JD / JEAN BEST ESTATE **1004 Bennett Avenue** | |
| | | | |
| | | | |

| Case # and Violation | Ward | Name and Address | Notes |
|---|---|---|---|
| | | | |
| | | | |
| **25-0181**<br>*Overgrown Lot* | 5 | RALPH / DAN DENTRY<br>**1716 7th Avenue North** | |
| **25-0186**<br>*Overgrown Lot* | 5 | CT RENTAL PROPERTIES LLC<br>**10523 18th Street North** | |
| **25-0187**<br>*Overgrown Lot* | 5 | BOBBY BLAKE<br>**602 18th Street North** | |
| **25-0191**<br>*Overgrown Lot* | 2 | MARY SMITH<br>**115 Maple Street** | |
| **25-0193**<br>*Overgrown Lot* | 5 | HELEN / WILLIAM LASHLEY<br>**6th Avenue North** | |
| **25-0195**<br>*Overgrown Lot* | 2 | JEFFREY CARTER<br>**148 Maple Street** | |
| **25-0196**<br>*Accumulation of Rubbish & Garbage* | 5 | JOYCE TURNER<br>**1823 6th Avenue North** | |
| **25-0197**<br>*Overgrown Lot* | 3 | LISA EALY<br>**127 Kermit Street** | |
| **25-0200**<br>*Accumulation of Rubbish & Garbage* | 1 | ETHEL HATTON<br>**123 Pandora Drive** | |

| Case # and Violation | Ward | Name and Address | Notes |
|---|---|---|---|
| | | | |
| | | | |
| **25-0201**<br><br>*Overgrown Lot* | 1 | JEFFREY CARTER<br>**64 Elmore Street** | |
| **25-0202**<br><br>*Overgrown Lot* | 1 | JEREMIAH DOUGLAS<br>**186 Pandora Drive** | |

**B. Discuss/Approve of part-time Building Inspector to full-time Building Inspector/Zoning and Flood Administrator/Address Coordinator, effective June 30, 2025.**

Council Member Mickens made a motion to approve the request to promote part-time Building Inspector, Nathan Katona, to full-time Building Inspector/Zoning and Flood Administrator/Address Coordinator at $74, 276.54 annually, effective June 30, 2025. Council Member Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**C. Discuss/Approve Acceptance of FAA AIG Grant, in the amount of $94,297.00 for the Box Hangar at Columbus-Lowndes County Airport.**

Council Member Beard made a motion to approve the acceptance of FAA AIG Grant, in the amount of $94,297.00 for the Box Hangar at Columbus-Lowndes County Airport. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**The supporting documents follows:**

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3-28-0019-030-2025

U.S. Department of Transportation Federal Aviation Administration

Airports Division
Southern Region
Mississippi

Jackson Airports District Office:
10 Canebrake Blvd.,
Suite 100
Flowood, MS 39232

June 12, 2025

Ms. Jammie Garrett
Chief Operating Officer
City of Columbus, Mississippi
Jammie.garrett@columbusms.org

Mr. Jay Fisher
County Administrator
Lowndes County, Mississippi
jfisher@lowndescountyms.com

Dear Ms. Garrett and Mr. Fisher:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) Project No. 3-28-0019-030-2025 at Columbus-Lowndes County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 11, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

I.

3-28-0019-030-2025

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

***Reporting.*** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

***Audit Requirements.*** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

***Closeout.*** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information.*** Cole Farris, (769) 268-6962, cole.b.farris@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

William J. Schuller

William J. Schuller
Acting Manager
Jackson Airports District Office

**D. Discuss/Approve Acceptance of MDOT Multi-Modal Grant in the amount of $355,611.00 for the construction of an open hangar at Columbus-Lowndes County Airport.**

Council Member Beard made a motion to approve the Acceptance of MDOT Multi-Modal Grant in the amount of $355,611.00 for the construction of an open hangar at Columbus-Lowndes County Airport, with the City and County sharing 50% of $177,805.50. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**SUPPORTING DOCUMENTS FOLLOW:**

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**MISSISSIPPI TRANSPORTATION COMMISSION**
**MULTI-MODAL FUNDING AGREEMENT**
**Project No. MM-0019-0926**
**Columbus-Lowndes County Airport**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **City of Columbus** and **Lowndes County** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, the COMMISSION is authorized to enter into this AGREEMENT for the conditional financial support related to the development and improvement of transportation projects pursuant to Miss. Code § 65-1-701– 707; and

**WHEREAS**, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

**Construct Open Hangar**

Amount: **$355,611.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the MDOT offices, which, as applicable, are incorporated herein by reference; and

**WHEREAS**, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Airport MULTI-MODAL Committee;

**NOW, THEREFORE**, in furtherance thereof, the parties hereto do agree as follows:

**SECTION I Responsibilities of the Parties**

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

A. The RECIPIENT will not expend less than the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the MDOT.

B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts for the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION and/or MDOT as appropriate.

C. The RECIPIENT will provide reports in a format and schedule as may be requested by MDOT for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.

D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all applicable Federal/State cost principles as well as applicable Federal and State procurement laws, regulations, or other program guidance.

E. The RECIPIENT shall not submit requests for reimbursement from MULTI-MODAL monies for any PROJECT expenditures made prior to the award of the MULTI-MODAL monies and execution of this AGREEMENT.

F. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.

G. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION and/or MDOT upon request.

H. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real, personal, and/or mixed property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROJECT PROPERTY") that is purchased or improved in whole or in part with funds provided by this AGREEMENT.

I. The RECIPIENT will grant and does hereby grant to the COMMISSION and/or MDOT the right and opportunity to inspect any PROJECT PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT's processes, procedures, and use of said property.

J. The RECIPIENT will dispose of all PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION and/or MDOT.

K. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from MDOT.

L. The RECIPIENT is solely responsible for any costs exceeding the total PROJECT cost in the APPLICATION. Under no circumstance shall the COMMISSION be responsible for any PROJECT costs exceeding the amount awarded under this AGREEMENT.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPENT an amount up to $355,611.00 as the COMMISSION's share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

**SECTION II Purchase of Property, Goods, or Services**

The purchase of all PROJECT PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

**SECTION III Title to Project Property**

With respect to the title to PROJECT PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

A. Title to PROJECT PROPERTY that is personal or mixed in nature shall be held in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROJECT PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such property shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.

B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request from the designated COMMISSION contact person shown at Section XXI below.

C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

## SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT PROPERTY, any such property is not used in such manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.

B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:

(1) Withholding or discontinuing further reimbursements or funding; and/or

(2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.

C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.

D. The RECIPIENT shall neither use nor permit the PROJECT PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said property to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROJECT PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

**SECTION V Encumbrance of Project Equipment or Real Property**

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such property, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION; nor shall the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROJECT PROPERTY.

**SECTION VI Records and Maintenance of Project Property**

For the useful life of the PROJECT PROPERTY, the RECIPIENT shall maintain the said property at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT PROPERTY equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal/State participation, detailed maintenance records, and any disposition data.

**SECTION VII Insurance**

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the useful life of the PROJECT PROPERTY.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

**SECTION VIII Disposition of Property**

The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.

(1) If PROJECT PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the

receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations; or,

(2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars ($5,000.00), the RECIPIENT shall reimburse the COMMISSION in an amount based on the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION; or,

(3) If the PROJECT PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROJECT PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support transportation projects approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.

B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.

C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

## SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

## SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

## SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

## SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at http://www.gomdot.com for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

## SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:

   (1) Cancel the stop work order; or

   (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

   Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.

C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

## SECTION XIV Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

Non-governmental RECIPIENTS' obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

**SECTION XV Immigrant Status Certification/E-Verify**

RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. RECIPIENT agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. RECIPIENT understands and agrees that any breach of these warranties may subject RECIPIENT to the following: (a) termination of this AGREEMENT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification, or other document granted to RECIPIENT by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, RECIPIENT would also be liable for any additional costs incurred by the State due to AGREEMENT cancellation or loss of license or permit. The RECIPIENT is required to provide the certification on Attachment "C" to this AGREEMENT to the COMMISSION verifying that the RECIPIENT and sub-recipient(s), if any, are registered and participating in E-Verify prior to execution of this AGREEMENT.

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this AGREEMENT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

**SECTION XVI Disputes**

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

## SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate this AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of this AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

## SECTION XVIII Termination of Agreement by the Commission

The COMMISSION shall have the absolute right to terminate this AGREEMENT at any time without notice to the RECIPIENT, on the occurrence of any of the following occurrences, which shall constitute a material breach of this AGREEMENT:

A. failure to perform any of the scheduled duties as set out herein;

B. performing unacceptable work, or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable;

C. discontinuing the prosecution of the work;

D. subcontracting or assigning the work hereunder without the prior written consent of the COMMISSION;

E. unnecessary delay in completing the duties under this AGREEMENT;

F. violation by the Recipient of any law of the State of Mississippi or any law of the United States of America;

G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;

H. allowing a final judgement to stand unsatisfied;

I. making an assignment of the benefit of creditors;

J. failure to provide and maintain the policies of insurance as required by this AGREEMENT;

K. failure for any other causes whatsoever to carry on the work in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all inclusive and in no way restricts the COMMISSION from terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination without notice shall require written notice to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination without notice for reasons A, B, C, D, E or I above, the COMMISSION must show that the appropriate supervisory personnel have notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

## SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a Airport MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty-four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

## SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

## SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

**Commission:**
Director of Aeronautics and Rails Division
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

**Recipient:**
Mr. Keith Gaskins
City of Columbus
P.O. Box 1408
Columbus, MS 39703
Telephone: 662-244-3500
Facsimile: 662-329-5173

**THIS SPACE LEFT BLANK INTENTIONALLY**

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

**WITNESS my signature in execution hereof** this the ___ day of ________, 20__.

City of Columbus
Recipient

By: ______________________________
Signature

Attest: ______________________________
Signature Title

**WITNESS my signature in execution hereof** this the ___ day of ________, 20__.

Lowndes County
Recipient

By: ______________________________
Signature

Attest: ______________________________
Signature Title

**WITNESS my signature in execution hereof** this the ___ day of ________, 20__.

**MISSISSIPPI TRANSPORTATION COMMISSION, BY AND THROUGH ITS DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

______________________________
**Brad White, Executive Director**

MTC Award: Book ___________, Page No. __________

## Airport Attachment "A"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0019-0926**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Columbus** and **Lowndes County** for the purpose of setting forth the project description, projected completion date, project milestones, and applicable special provisions.

PROJECT DESCRIPTION: Construct a new 6-bay open hangar

SPECIAL PROVISIONS:

Anything to the contrary notwithstanding, with respect to the implementation of this PROJECT, the following special provisions shall apply. In the event of a conflict between these provisions and other provisions contained elsewhere in this AGREEMENT, these special provisions shall prevail:

A. The RECIPIENT shall be responsible for following all applicable regulations of the Federal and State regulations in the administration of the PROJECT.

B. The RECIPIENT shall carry out and complete the PROJECT by the date set forth above in accordance with the approved plans and specifications and/or contracts for the PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

C. The RECIPIENT will provide the Commission with a schedule of actions for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner will be the basis for the COMMISSION withdrawing the funds.

D. The RECIPIENT will accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.

E. The RECIPIENT will insure that all development accomplished in the PROJECT will meet Federal Aviation Administration or other Federal, State, or local standards and requirements, as applicable.

F. The RECIPIENT agrees to expend an amount equal to or greater than one percent (1%) of the final eligible PROJECT costs.

G. If the RECIPIENT alters the PROJECT in any manner so as to make it ineligible for Federal matching funds, then said RECIPIENT shall bear all such ineligible costs.

H. Reimbursements for PROJECT payments made pursuant to this AGREEMENT shall be made for eligible costs documented by invoices in accordance with Section IX of the AGREEMENT of which this is a part. Final payment will be made after review and acceptance of the completed PROJECT by the Commission.

I. The RECIPIENT hereby agrees to operate and maintain in a safe and serviceable condition the Airport and all facilities thereon, or connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity which would interfere with its use for airport purposes.

## Airport Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0019-0926**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Columbus** and **Lowndes County** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROJECT PROPERTY purchased or improved with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the useful life of the PROJECT PROPERTY. The minimum coverage shall be as follows:

A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;

B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars ($500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;

C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00);

D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement. Governmental RECIPIENTS must provide evidence of the aforesaid insurance coverage or a Certificate of Coverage under the Mississippi Tort Claims Act as set forth in Chapter 46, title 11, Mississippi Code 1972, as amended.

All insurance herein specified shall be carried until the work performed under this AGREEMENT is satisfactorily completed.

## Airport Attachment "C"

### RECIPIENT EEV CERTIFICATION AND AGREEMENT

**Columbus-Lowndes County Airport**

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any consultant(s)/sub-consultant(s) and/or contractor/sub-contractor(s) in connection with the performance of this AGREEMENT, the undersigned will secure from each such sub-recipient(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this AGREEMENT.

______________________________
EEV* Company Identification Number [Required]

**The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the AGREEMENT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the AGREEMENT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.**

BY: ______________________________ ______________________________
Authorized Officer or Agent Date

______________________________ ______________________________
Printed Name of Authorized Officer or Agent of Recipient Title of Authorized Officer or Agent of Recipient

**SWORN TO AND SUBSCRIBED** before me on this the _____ day of ____________________, 20___.

______________________________
NOTARY PUBLIC

My Commission Expires:

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

**E. Discuss/Approve Accepting the Safe Streets for All Study.**

Council Member Beard made a motion to Accept the Safe Streets for All Study**.** Council Member Greene seconded the motion. Upon the roll call vote, the results were as follows**:**

| | |
|---|---|
| Council Member Stewart | voted: YEA |
| Council Member Mickens | voted: YEA |
| Council Member Greene | voted: YEA |
| Council Member Beard | voted: YEA |
| Council Member Jones | voted: ABSENT |
| Council Member DiCicco | voted: YEA |

The Mayor then announced that the motion carried and the Safe Streets for All Study accepted, this the _17th__ day of ____June___, 2025.

**SUPPORTING DOCUMENTS FOLLOW:**

(This space left blank intentionally)

**RESOLUTION**
**TO APPROVE AND ADOPT THE**
**COLUMBUS COMPREHENSIVE SAFETY ACTION PLAN**

**WHEREAS**, the City of Columbus received a grant from the U.S. Department of Transportation to develop a Safety Action Plan to identify challenges and solutions to help make transportation infrastructure in Columbus safer for everyone, and

**WHEREAS**, the Safety Action Plan's purpose is to improve transportation safety by significantly reducing or eliminating fatalities and serious injuries through planning, policy review, and revision, developing comprehensive decision-making standards, and implementing safety strategies and projects, and

**WHEREAS**, the Columbus Comprehensive Safety Action Plan has been completed;

**NOW, THEREFORE,** be it resolved by the Columbus City Council that the Columbus Comprehensive Safety Action Plan has been approved and adopted, this the 17th day of June,, 2025.

A motion was made by **Council Member Beard** and seconded by **Council Member Greene** that the above and foregoing Resolution be adopted.

| | |
|---|---|
| Ethel Taylor Stewart | YES |
| Joseph Mickens | YES |
| Rusty Green | YES |
| Pierre Beard | YES |
| Stephen Jones | ABSENT |
| Jacqueline DiCicco | YES |

The Mayor then announced that the motion carried and the Resolution was duly adopted this the 17th day of June, 2025.

**F. Discuss/Approve Resolution Supporting the Safe Streets/Roads for All (SS4A) Implementation Grant Application for the City of Columbus, MS.**

Council Member Beard made a motion to approve the Resolution Supporting the Safe Streets/Roads for All (SS4A) Implementation Grant Application for the City of Columbus, MS**,** which is an 80/20 match due in two (2) years. Councilwoman DiCicco seconded the motion that the foregoing Resolution be adopted.

Upon the roll call vote, the results were as follows:

| | |
|---|---|
| Council Member Stewart | voted: YEA |
| Council Member Mickens | voted: YEA |
| Council Member Greene | voted: YEA |
| Council Member Beard | voted: YEA |
| Council Member Jones | voted: ABSENT |
| Council Member DiCicco | voted: YEA |

The Mayor then announced that the motion carried and the Safe Streets for All Study accepted, this the 17th day of June, 2025.

**SUPPORTING DOCUMENTS FOLLOW:**

(THIS SPACE LEFT BLANK INTENTIONALLY)

## RESOLUTION

### SUPPORTING THE STREETS ROADS FOR ALL (SS4A) IMPLEMENTATION GRANT APPLICATION FOR THE CITY OF COLUMBUS, MISSISSIPPI

WHEREAS, the U.S. Department of Transportation (DOT) has published a Notice of Funding Opportunity (NOFO) ON March 28, 2025, to apply for a 2025 discretionary grant funding through the Safe Streets Roads for All (SS4A).

WHEREAS City of Columbus would like to apply for a 2025 SS4A Implementation Grant to provide funding to improve accessibility and safety for pedestrians along 5th Street from 4th Avenue South to 5th Avenue North to reduce the risk of a vehicle vs pedestrian accident within the project area.

WHEREAS the City of Columbus desires to apply for 80% from SS4A Implementation Grant with the local share of a minimum 20% of the cost of the project. The anticipated project cost is $5,830,926.13 with a local share of $1,166,185.23 and federal grant of $4,664,740.90 under the SS4A grant program.

NOW, THEREFORE, BE RESOLVED by the City of Columbus, Mississippi, and its City Council that:

1. Mayor Keith Gaskin is authorized to execute all necessary documents to support the completion of the SS4A grant application process.

Motion was made by **Council Member Beard**, seconded by **Council Member Greene**, that the above and foregoing Resolution be adopted.

Upon the roll call vote the result was as follows:

YEAS: Five (5)

NAYS: Zero (0)

ABSTAINING: Zero (0)

ABSENT: Council Member Stephen Jones

Safe Streets & Roads for All (SS4A)
**Grant Program**

## Leadership Statement

**RESOLUTION**
**OF THE COMMITMENT OF THE CITY OF COLUMBUS, MISSISSIPPI TO ENSURING SAFE, ACCESSIBLE, AND DESIRABLE TRANSPORTATION SYSTEMS FOR THE CITIZENS OF COLUMBUS**

**WHEREAS,** ensuring safe, accessible, and desirable transportation in the region is central to Columbus' mission. It is important to the city that residents and workers in Columbus can use a transportation system designed to accommodate all users safely, regardless of age and ability. Safety will be incorporated as part of the entire transportation network and ultimately achieve our long-term safety goal of zero fatalities and serious injuries by Year 2040.

**WHEREAS,** the Mayor and City Council are deeply concerned about transportation safety within the city. From 2019-2023 our region had 113 fatal and suspected serious injury crashes. Additionally, there were 17 fatal and suspected serious injury crashes involving pedestrians and bicyclists. These incidents are tragedies for the victims, their families, and their friends and they have profound, devastating impacts in our communities.

**WHEREAS,** fatal and serious injury traffic crashes are preventable, and Columbus is committed to making transportation safer for residents and visitors within the region. The Safe Streets for All (SS4A) Safety Action Plan is an important first step toward ending these avoidable deaths and injuries. As a data-driven, comprehensive, and actionable approach, the Safety Action Plan is designed to improve safety throughout the entire transportation network and achieve our long-term safety goal of zero fatalities and serious injuries by Year 2040.

**WHEREAS,** safe travel is not exclusive to a specific set of the community. Everyone should arrive at their destination alive and unharmed, regardless of where they live, their age, or preferred mode of transportation. The City of Columbus cannot achieve our goal without the support and engagement from local partner agencies and their communities. Residents of the area can improve the safety of our roadways every day.

**WHEREAS,** Columbus prioritizes safety through various aspects of our work, including plans, studies, and funding. Despite these efforts, roadway crashes are increasingly depriving individuals of their lives. The trend, tragically, is moving in the wrong direction.

**WHEREAS,** the Safety Action Plan will help our communities consider a broader approach to safety on the transportation network. Though our work does not end with this action plan, I am confident it will help us reduce the number of serious traffic incidents, and it will lay a solid foundation for achieving zero roadway fatalities and serious injuries.

**THEREFORE BE IT RESOLVED,** by the Mayor and the City Council of the City of Columbus, Mississippi, that we are committed to ensuring safe, accessible, and desirable transportation systems for the City of Columbus.

**SO ORDERED,** this the 18th day of February, 2025, by the Mayor and the City Council in a regularly scheduled meeting.

Keith Gask
Mayor Keith Gaskin

James Brigham, City Clerk

CITY OF COLUMBUS
MISSISSIPPI

**G. Discuss/Approve the promotion of one (1) Columbus Fire and Rescue personnel from Probation Firefighter to Certified Firefighter, effective June 23, 2025.**

Council Member Beard made a motion to approve the promotion of one (1) Columbus Fire and Rescue personnel from Probation Firefighter to Certified Firefighter with the appropriate pay increase, effective June 23, 2025. Council Member Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**H. Discuss/Approve the purchase of turnout coats, pants, and boots for $31,138.88 (MS State Contract #8200078721). Insurance Rebate Funds have been approved for this purchase.**

Council Member Beard made a motion to approve the purchase of turnout coats, pants, and boots for $31,138.88 (MS State Contract #8200078721). Insurance Rebate Funds have been approved for this purchase. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**I. Discuss/Approve Request to hire one (1) Police Officer, contingent on successful completion of all preliminary testing.**

Council Member Beard made a motion to hire **Makhel A. Tart** as a Police Officer, contingent on successful completion of all preliminary testing. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of motion.

The motion carried 5/0.

**J. Discuss/Approve request to fill vacant Street Sweeper position, pending successful completion of all preliminary testing.**

Council Member Beard made a motion to hire **Caesar Sherrod** as a Street Sweeper at $17.00 per hour, pending successful completion of all preliminary testing. Councilwoman Stewart seconded the motion. Councilwoman Stewart seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

**K. Discuss/Approve Resolution Amending the Municipal Budget for the Fiscal Year Ending September 30, 2025.**

Council Member Beard made a motion to approve the Resolution Amending the Municipal Budget for the Fiscal Year Ending September 30, 2025. Councilwoman Stewart seconded the motion that the foregoing Resolution be adopted.

Upon the roll call vote, the results were as follows:

| | |
|---|---|
| Council Member Stewart | voted: YEA |
| Council Member Mickens | voted: YEA |
| Council Member Greene | voted: YEA |
| Council Member Beard | voted: YEA |
| Council Member Jones | voted: ABSENT |
| Council Member DiCicco | voted: YEA |

The Mayor then announced that the motion carried and the Safe Streets for All Study accepted, this the 17th day of June, 2025.

**SUPPORTING DOCUMENTS FOLLOW:**

(THIS SPACE LEFT BLANK INTENTIONALLY)

MAYOR
KEITH GASKIN

CITY COUNCIL
ETHEL STEWART, WARD 1
JOSEPH W. MICKENS, SR., WARD 2
RUSSELL GREENE, WARD 3
PIERRE D. BEARD, SR., WARD 4
STEPHEN JONES, WARD 5
JACQUELINE DICICCO, WARD 6

CHIEF OPERATIONS OFFICER
JAMMIE GARRETT

**CITY OF COLUMBUS**
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703
**(662) 328-7021 Phone**
**(662) 329-5173 Fax**

CFO/SECRETARY-TREASURER
JAMES "JIM" BRIGHAM

POLICE CHIEF
JOSEPH M. DAUGHTRY, SR

FIRE CHIEF
DUANE HUGHES

HUMAN RESOURCES DIRECTOR
PATRICIA S. MITCHELL

INTERIM DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT
GEORGE IRBY

June 11, 2025

Mayor Keith Gaskin
Members of the City Council
P.O Box 1408
Columbus, MS 39703

Dear Mayor and Council Members:

**SUMMARY EXPLANATION:**
**Resolution amending the municipal budget for the fiscal year ending September 30, 2025.**

As the CFO/City Clerk for the City of Columbus, I am requesting a budget amendment for the following departments:

- Increase 001-004-725-000 Assets to Be Capitalized from $30,000 to $424,550. This transfer was made to fund the purchase of Airport Property and Police Department Squad Cars.
- Increase 001-005-681-000 from $133,000 to $213,000 to fund IT software and Hardware with ARPA funds.
- Increase 001-010-725-000 Assets To Be Capitalized from $20,000 to $133,977 to fund the purchase of Police Vests, Radar, & Motorcycles for the Police Department.
- Increase 001-016-725-000 Assets To Be Capitalized from $.00 to $285,441.57 for the City's portion of the Fire Truck purchase per Council approval.
- Increase 102-016-725-000 Assets To Be Capitalized $330,000 from the Fire Insurance Rebate Account for a portion of the cost of the Fire Truck purchase per Council approval.

James Brigham
Chief Financial Officer/Treasurer

City of Columbus MS

FY 2024-2025 UPDATE BUDGET CHANGES

PRINT ONLY Fiscal 2025 2nd Try

| ACCOUNT | DATE | CHANGE NUMBER | CURRENT BUDGET | BUDGET CHANGE | AMENDED BUDGET |
|---|---|---|---|---|---|
| **Expenditure** | | | | | |
| **001** | | | | | |
| 001-004-725-000 ASSETS TO BE CAPITALIZED | 6/11/2025 | 139021 | 30,000.00 | 394,550.00 | 424,550.00 |
| Airport Property and Police Cars | | | | | |
| 001-005-681-000 MAINTENANCE & SUPPORT CONTACTS | 6/11/2025 | 139022 | 133,000.00 | 80,000.00 | 213,000.00 |
| ARPA Purchases for IT | | | | | |
| 001-010-725-000 ASSETS TO BE CAPITALIZED | 6/11/2025 | 139023 | 20,000.00 | 113,977.30 | 133,977.30 |
| Police Vests, Radar, and Motorcycles | | | | | |
| 001-016-725-000 ASSETS TO BE CAPITALIZED | 6/11/2025 | 139024 | 0.00 | 285,441.57 | 285,441.57 |
| Fire Truck Purchase City Cash Portion | | | | | |
| **Total for 001** | | | 183,000.00 | 873,968.87 | 1,056,968.87 |
| **102** | | | | | |
| 102-016-737-000 LEASE PURCHASE - EQUIPMNT | 6/11/2025 | 139025 | 0.00 | 330,000.00 | 330,000.00 |
| Fire Truck Purchase Insurance Rebate funds | | | | | |
| **Total for 102** | | | 0.00 | 330,000.00 | 330,000.00 |
| **Total for Expenditure** | | | 183,000.00 | 1,203,968.87 | 1,386,968.87 |
| **Grand Total** | | | 183,000.00 | 1,203,968.87 | 1,386,968.87 |

**L. Discuss/Approve Resolution to Support MUW's Foundation in its Efforts to Maintain MSMS (Mississippi School for Mathematics and Science) on the MUW Campus.**

Council Member Beard made a motion to approve the Resolution to Support MUW's Foundation in its Efforts to Maintain MSMS (Mississippi School for Mathematics and Science) on the MUW Campus**.** Councilwoman DiCicco seconded the motion that the foregoing Resolution be adopted.

Upon the roll call vote, the results were as follows:

| | |
|---|---|
| Council Member Stewart | voted: YEA |
| Council Member Mickens | voted: YEA |
| Council Member Greene | voted: YEA |
| Council Member Beard | voted: YEA |
| Council Member Jones | voted: ABSENT |
| Council Member DiCicco | voted: YEA |

The Mayor then announced that the motion carried and the Safe Streets for All Study accepted, this the 17th day of June, 2025.

**SUPPORTING DOCUMENTS FOLLOW:**

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**STATE OF MISSISSIPPI**
**COUNTY OF LOWNDES**

**WHEREAS**, the Mississippi School for Mathematics and Science is an important asset for Mississippi University for Women and Lowndes County, Mississippi, and

**WHEREAS**, relocation of the Mississippi School for Mathematics and Science would be an economic and cultural detriment to the City of Columbus, Lowndes County and the Mississippi University for Women, and

**WHEREAS**, the Mayor and City Council of the City of Columbus has made a finding that maintaining the Mississippi School for Mathematics and Science at the Mississippi University for Women will be a substantial benefit to the Mississippi University for Women, the City of Columbus and Lowndes County, and

**WHEREAS,** the Mississippi University for Women Foundation is supporting the efforts to maintain the Mississippi School for Mathematics and Science at Mississippi University for Women,

**BE IT THEREFORE RESOLVED**, the Mayor and City Council of the City of Columbus commits to paying a sum not to exceed $15,000 to the Mississippi University for Women Foundation, pursuant to the authority granted in Section 21-19-65, to support efforts to maintain the location of the Mississippi School for Mathematics and Science at the campus of the Mississippi University for Women. The Resolution received the following unanimous vote of all Council Members then and there voting:

| | |
|---|---|
| Council Member Stewart | voted Aye |
| Council Member Mickens | voted Aye |
| Council Member Greene | voted Aye |
| Council Member Beard | voted Aye |
| Council Member Jones | voted Aye |
| Council Member DiCicco | voted Aye |

The Mayor announced the motion passed and a duly adopted Resolution of the Mayor and City Council of the City of Columbus, Mississippi, with a copy of same forwarded to the Mississippi University for Women Foundation.

**WITNESS THE SIGNATURE OF THE UNDERSIGNED OFFICERS,** on this the 17th day of June 2025.

CITY OF COLUMBUS, MISSISSIPPI

BY: ______________________________
KEITH GASKIN, MAYOR

ATTEST:______________________________
SECRETARY/TREASURER

**THE NEXT TWO (2) ITEMS WERE MOVED FROM THE CONSENT AGENDA FOR DISCUSSION:**

**M. Approve request for Mayor & City Council to attend the Tennessee-Tombigbee Waterway Conference, to be held in Point Clear, AL, August 13-15, 2025 and approve payment of registration, lodging, travel and meal expenses in the estimated amount of $1,568.36 per person**.

**N. Approve request for Mayor & City Council to attend the Mississippi Policy Conference in Tunica, MS, August 7-10, 2025 and approve payment of registration, lodging, travel and meal expenses, in the estimated amount of $1,511.86 per person.**

**SUBSTITUTE MOTION:**
Council Member Mickens made a substitute motion to approve Policy Agenda Items “M” and “N.” Councilwoman Stewart seconded the motion.

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

The motion carried 4/1.

**O. Discuss/Approve raising the salary for the Mayor’s position.**

Council Member Mickens made a motion to increase the salary for the position of Mayor to $120,000.00.

**SUBSTITUTE MOTION:**
Council Member Greene made a substitute motion to table this request until the next Council Meeting. Councilwoman DiCicco seconded the motion.

**SUBSTITUTE MOTION:**
Council Member Beard made a substitute motion to increase the salary for the position of Mayor to $107,000.00. Councilwoman Stewart seconded the motion.

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

The motion carried 3/2.

**CLOSED DETERMINATION:**

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

All Council Members voted in favor of the motion.

The motion carried 5/0.

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

Mayor Gaskin apprised the Council of one (1) Personnel Matter, one (1) Pending Litigation Matter, and remarked that these matters warrant being heard in Executive Session pursuant to Section 25-41-7 (4)(a) of the Open Meetings Act.

**IX. EXECUTIVE SESSION:**

Councilwoman Stewart made a motion to go in Executive Session to discuss one (1) personnel matter and one (1) pending litigation matter. Council Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

Assistant Police Ward announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss one (1) personnel matter and one (1) pending litigation matter.

**PENDING LITIGATION MATTER:**

General Counsel Turnage updated the Mayor and Council on a pending litigation matter and recommended rescinding the Council's previous vote to deny the permits A T & T requested to construct a tower. Council Member Beard made a motion to rescind the previous vote of the Council to deny the permits A T & T requested to construct a tower. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion except Councilwoman DiCicco, who opposed.

The motion carried 4/1.

**PERSONNEL MATTER**

Council Member Mickens asked about a position in the Finance and Administration Department that the Council voted to fill in May 2025. CFO Brigham remarked that interviews were conducted and a recommendation was made to hire one (1) of the applicants. Afterwards, when the HR Director attempted to contact the applicant, she was unsuccessful.

Council Member Mickens then asked about the Accounts Payable vacancy and suggested to extend the position to Employee, I. D. Number 1372 at $18.00 per hour. This employee returned to work the first week in March 2025 following an extensive medical leave of absence, on a light-duty basis with strict instructions stating that she should not work in a stressful position. A status report on her condition has not been provided. Council Member Greene made a motion to table this request. Councilwoman DiCicco seconded the motion.

Council Members Stewart, Greene, Beard and DiCicco voted in favor of the motion. Council Member Mickens opposed the motion.

The motion carried 4/1.

**OPEN SESSION:**

Councilwoman DiCicco made a motion to end the discussion of these matters and return to Open Session. Council Member Greene seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried 5/0.

The Assistant Police Chief then announced to the general public outside the Council Chambers that the Council was back in Open Session.

The General Counsel announced that the Mayor and Council considered one (1) Personnel Matter in Executive Session and voted to table the request to move an employee in the Accounts Payable position and discussed one (1) Pending Litigation matter involving previous action of the Council regarding A T & T and voted to rescind its previous vote of the Council to deny the permits A T & T requested to construct a tower.

**ADJOURNMENT:**

The Mayor then asked if there was any other business to come before the Mayor and City Council. There being none, the Mayor announced that the meeting was ADJOURNED.

**Approved by:** ____________________________ ____________________________

**Keith Gaskin, Mayor** **James "Jim" Brigham**
**CFO/Secretary-Treasurer/Clerk**

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