

MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS

**FEBRUARY 15, 2021
5:00 P.M.**

The Mayor and City Council met in Regular Session on Tuesday, February 15, 2022 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 Councilman Mickens, who participated in the meeting via ZOOM. Also present were the General Counsel, Police Chief, Assistant Police Chief, and HR Director. All other Department Heads participated via ZOOM.

I. CALL TO ORDER AND INVOCATION

Mayor Gaskin called the meeting to order and called upon Elder Casey Bush, with Greater Mt. Zion M. B. Church, Columbus, MS, to offer the Invocation.

II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

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

All Council Members voted in favor of the motion.

The motion carried 6/0.

III. APPROVE MINUTES FOR PREVIOUS MEETING:

A. Approve Minutes for the Meeting of February 1, 2022

Council Member Diccico made a motion to approve the Minutes for the Meeting of February 1, 2022 with one (1) correction involving approval of Docket of Claims. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Approve Minutes for the Special Meeting of February 4, 2022

Council Member Diccico made a motion to approve the Minutes for the Special Meeting of February 4, 2022. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

IV. CONSENT AGENDA

- A. Approve request for Mayor, Council Members, Director of City Planning & Community Development, Court Administrator, COO and CFO to attend the 91st Summer Session of MML to be held in Biloxi, MS at an estimated cost of \$14,405.64 for hotels, registration fees, mileage and meals.
- B. Accept letter of resignation from CPD Officer, Latessa Fluker, effective February 20, 2022, and approve payment of unused vacation time.
- C. Approve request for Columbus Fire and Rescue personnel, Kameron Pearson and Joshua Connors, to attend "Smoke Diver Training" to be held in Pearl, MS and approve payment of \$840.00 for registration, \$50.00 for travel and reimbursement of meal expenses.
- D. Approve request for Columbus Fire and Rescue personnel, Kyler Kidder, to attend the "National Fire Protection Association (NFPA 1001 I – II) to be held in Pearl, MS, and approve payment of \$500.00 for registration, \$350.00 for travel and reimbursement for meal expenses.
- E. Approve request for Columbus Light & Water to install lights in three (3) locations around the City. Lights are already in the City's stock and the only cost will be the monthly charge for services, which is negligible.
- F. Approve permit request submitted by Barbara Bigelow, on behalf of Main Street Columbus, Inc., to host the "Market Street Festival" to be held May 6 – 7, 2022, from 6:00 a.m. May 6, 2022 until 12:00 Noon, May 8, 2022 in Downtown Columbus, Soccer Complex and Riverwalk.
- G. Approve permit request submitted by Lisa Ricks to host a "Music Benefit for 'Shawty'" to be held on February 27, 2022, from 12:00 p.m. until 4:00 p.m., blocking Third Street North and Second Avenue North in front of Munson and Brothers.

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- H. Approve permit request submitted by Leroy Brooks, on behalf of Juneteenth Columbus, Inc., to host the “Juneteenth Festival” to be held on June 17, 2022 from 6:00 p.m. until 10:00 p.m. and June 18, 2022 from 10:00 a.m. until 11:30 p.m. at 902 – 20th Street North.
- I. Approve permit request submitted by Leroy Brooks, on behalf of Juneteenth Columbus, Inc., to host the “Juneteenth Parade” to be held on June 18, 2022 from 10:00 a.m. until 11:00 a.m. from the Farmers’ Market to the Municipal Complex.
- J. Approve the 2% Tourism Tax payment to Lowndes County, Golden Triangle Development LINK and Columbus Visitors Bureau in the total amount of \$147,355.63.

Council Member Beard asked about the process of requesting street lights from Columbus Light & Water. (Item “E”). Mayor Gaskin explained the process.

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

V. APPROVE DOCKET OF CLAIMS

Council Member Jones made a motion to approve the Docket of Claims for February 15, 2022, in the amount of \$741,606.68. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion, except Council Member Diccio, who opposed.

The motion carried 5/1.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA

A. General Comments from the Mayor and Council Members

Mayor Gaskin asked the Council if they have any remarks or comments. There were none.

Mayor Gaskin then made the following announcements:

- To Citizens: When applying for Board vacancies, your application may be submitted to the media upon request. This revision has been noted on the application and the Board webpage.
- Beginning in March, Columbus Fire & Rescue Personnel will be conducting business Fire inspections throughout the City. They will inspect businesses, so it's a good time for everyone to check extension cords, fire extinguishers, smoke detectors, etc.
- A special thanks to all the volunteers that help sponsored the Soccer Tournament and to all the tourists that visited Columbus for the event.

MONTHLY REPORTS:

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

B. Monthly Report from the Building Inspection Department for January 2022

The Monthly Report from the Building Inspection Department for January 2022 was presented. No action was taken.

C. Monthly Report from the Code Enforcement Department for January 2022

The Monthly Report from the Code Enforcement Department for January 2022 was presented. No action was taken.

D. Monthly Report from the Columbus Fire & Rescue Department for January 2022

The Monthly Report from the Columbus Fire & Rescue Department for January 2022 was presented. No action was taken.

E. Annual Report from the Columbus Fire & Rescue Department for January 2022

The Annual Report from the Columbus Fire & Rescue Department for January 2022 was presented. No action was taken.

F. Monthly Report from the Crime Lab for January 2022 was presented.

The Monthly Report from the Crime Lab for January 2022 was presented. No action was taken.

G. Monthly Report from the Planning & Community Development Department for January 2022

The Monthly Report from the Planning & Community Development Department for January 2022 was presented. No action was taken.

H. Monthly Report from the Public Works Department for January 2022

The Monthly Report from the Public Works Department for January 2022 was presented. No action was taken.

I. Monthly Report from the Columbus Police Department for January 2022

The Monthly Report from the Columbus Police Department for January 2022 was presented. Chief Shelton reported that 173 tickets were written and ten (10) were retired to the file. He also distributed a proposal of a new patrol initiative called the Crime Prevention Unit (CPU) for Council review. No action was taken.

J. Monthly Report from the Columbus Recreation Department for January 2022

The Monthly Report from the Columbus Recreation Department for January 2022 was presented. No action was taken.

K. Monthly Report from the Municipal Court Division for January 2022

The Monthly Report from the Municipal Court Division for January 2022 was presented. No action was taken.

L. BOARD VACANCIES

Joe Dillon announced vacancies on various Boards and remarked that no appointments are scheduled for tonight.

BOARD OF ADJUSTMENT & APPEALS OF DEVELOPMENT CODES

2 Vacancies, 1-Year Term, Alan Lewis' Term expired 1/07/2022.

Kevin Stafford's 1-Year Term expires 3/03/2022.

One applicant must be Fire Protection Engineer or Contractor

Appointments will be made March 1, 2022.

APPLICANT:

- Kevin Stafford

CONVENTION & VISITORS BUREAU

1 Vacancy, 3-Year Term, Dewitt Hicks Jr.'s Term Expires 3/05/2022.

Appointment will be made March 15, 2022.

APPLICANT:

- Jay Patel

COLUMBUS MUNICIPAL SCHOOL BOARD

1 Vacancy, 5-Year Term, Jason Spears' Term Expires 3/20/2022
Appointment will be made March 15, 2022

APPLICANTS:

- Jason Spears
- Cynthia Brown

VII. CITIZENS INPUT AGENDA

Mr. Leroy Brooks, on behalf of Juneteenth-Columbus, Inc.

Mr. Brooks came before the Mayor and Council with several requests to commemorate the 25th Anniversary of Juneteenth Festival in Columbus.:

- The free use of the Trotter Convention Center on **June 10, 2022** to host the Juneteenth Freedom Ball and **June 16, 2022** for a Community Greek Show.
- The approval of the continual use of Sim Scott Community Center as an extension of the park for the Juneteenth Festival on June 17 – 18, 2022.
- The approval of a permit to host a Juneteenth Parade on Saturday morning, June 18, 2022, at 10:00 a.m. We will assemble at the Farmer's market and proceed down Main Street to the Columbus Municipal Complex.
- Approval to sell beer in Sim Scott Park on June 17 – 18, 2022.

In consideration of these requests, the Council discussed the Donation Policy as it relates to City facilities. Juneteenth is considered a City-sponsored event.

Council Member Jones made a motion to permit four (4) Festivals: Market Street Festival, Juneteenth Festival, Southside Blues Festival and the Heritage Festival, to use City facilities as City-sponsored events in 2022 and allow the Juneteenth Festival Committee to use Sim Scott Community Center every year as a City-sponsored event. Council Member Beard seconded the motion.

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

The motion carried 4/2.

REQUEST TO SELL BEER IN SIM SCOTT PARK ON JUNE 17-18, 2022

Council Member Jones made a motion to allow the Juneteenth Committee to sell beer in Sim Scott park June 17 & 18, 2022. Council Member Beard seconded the motion.

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

The motion carried 5/1.

VIII. POLICY AGENDA

A. Discuss/Approve Derelict Property Docket for February 15, 2022

GRAINGER REAL ESTATE SOLUTIONS, LLC
802 Hemlock Street
CASE NUMBER: 21-0526 BURNED STRUCTURE

The General Counsel called cause number **21-0526**. No one appeared in person or on ZOOM. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Jones made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

B. Discuss/Approve Advertising City Resources by taking out an Ad in the Spring Edition of The Commercial Dispatch Progress Magazine in the amount of \$940.00.

Council Member Greene moved to approve the expenditure of **\$940.00** from 001-004-695 (Advertising City Resources) and find that said amount is a legitimate expense that will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Columbus. Council Member Diccico seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

C. Discuss/Approve Offer to Purchase a Ten-Foot Strip of Land Running the Length of Stone Hotel Property in the amount of \$1,000, with the City to Net \$500.00 after negotiating Fees

Council Member Jones made a motion to approve acceptance of the offer from Stone Real Estate, LLC to Purchase a Ten-Foot Strip of Land Running the Length of Stone Hotel Property from the City of Columbus, property description +/- 0.031 acres in the square 10, South of Main Street, City of Columbus, MS +/- 1, 335 Sq. Ft., parcel # 61W450006400, in the amount of \$1,000.00, with the City to Net \$500.00 after negotiating Fees. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

D. Discuss/Approve request to use funds from the Internet Sales Tax in the amount of \$20,000 to replace old City Signs throughout the City that are damaged, faded and no longer useable

Council Member Jones made a motion to approve the request to use funds from the Internet Sales Tax in the amount of \$20,000 to replace old City Signs throughout the City that are damaged, faded and no longer useable. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

E. Discuss/Approve Contract for the Provision of Supplemental Police Services between the Columbus Housing Authority and the Columbus Police Department

Council Member Beard made a motion to approve the Annual Contract for the Provision of Supplemental Police Services between the Columbus Housing

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FEBRUARY 15, 2022

Authority and the Columbus Police Department. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

THE CONTRACT FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

CONTRACT FOR THE PROVISION OF
SUPPLEMENTAL POLICE SERVICES
Between
THE HOUSING AUTHORITY OF THE CITY
OF COLUMBUS, MISSISSIPPI
And
THE CITY OF COLUMBUS, MISSISSIPPI
FOR AND ON BEHALF OF
THE COLUMBUS POLICE DEPARTMENT

THIS Contract made and entered into this the 1st day of January 2022, by and between The Housing Authority of the City of Columbus, Mississippi (hereinafter called the "Authority") and the City of Columbus, Mississippi, (hereinafter called the "City") for and on behalf of the Columbus Police Department.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug and crime free environment and to provide for the safety and protection of the residents in its public housing communities; and

WHEREAS, the City, by and through its Police Department, desires to assist in this effort by providing effective police service at the Authority's locations, for the consideration stated herein, mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES: Services included in the contract are for the Columbus Police Department and such officers, (subject to the Housing Authority's concurrence), who shall be assigned to perform comprehensive law enforcement community policing activities within and adjacent to the public housing developments owned and/or administered by the Authority. It is understood by the City that services provided by these officers in no way relieve the City of their responsibilities to provide routine patrol services to the residents of public housing, comparable to that provided in other sections of the city. Services provided for under this contract are in addition to the level of law enforcement services currently being provided by the City. The duties of the officers shall include, but are not limited to the following:

1. Providing drug awareness and education for residents.
2. Certain administrative functions for the Authority.
3. Performance of foot, bike, and vehicular patrolling.
4. Conducting Neighborhood Watch and other resident meetings.
5. Collecting necessary data and conducting resident interviews for purposes of program evaluation, resident screening, and FBI fingerprint services.
6. Enhancing communications and public relations between the Police Department, the Authority, and the residents.
7. Networking with other law enforcement agencies for optimum services and results.
8. Testifying (as needed, on a limited basis) in eviction proceedings and administrative fair hearings.
9. Enforcement of Authority leases, rules, and regulations.
10. Assisting the Authority with "Zero Tolerance" and the Extension Act of 1996 compliance.

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FEBRUARY 15, 2022

11. Other duties, as assigned.

Work schedules for each officer shall be assigned by the Columbus Police Department with input from the Executive Director of the Authority. The officers shall be directly responsible to the Chief of Police of Columbus, Mississippi or his designee, and shall report to the Executive Director of the Authority on activities and calls for service in said areas. The officers may be housed at the onsite police facilities established for this purpose and maintained, operated, and funded by and through the Authority and the Columbus Police Department. The officers shall be governed by the personnel policies of the Columbus Police Department and shall operate under the policies, rules, and regulations of the Columbus Housing Authority.

ARTICLE II. EQUIPMENT, INSURANCE, UNIFORMS, AND TRAINING: The City will assume any and all costs necessary to perform its obligations set forth herein including, but not limited to, its costs of equipment, uniforms, liability, and other insurance for the officers to perform their duties, including the purchase, upkeep, insurance, operating costs and repairs of vehicles, upkeep and repair of communications equipment for use of the officers. The City is responsible for the training of said officers to continue their duties as community police officers for the Authority and also for the ongoing in-service training, safety meetings, and law enforcement classes deemed necessary and appropriate. The Authority shall provide ongoing training of said officers regarding the Authority's policies, rules, regulations, leases, and operations.

ARTICLE III. COMMUNICATIONS, REPORTING, AND EVALUATION: The Authority and the City agree to the reciprocal exchange of reports and information to facilitate the Authority's goals in the activities described herein. Specifically, the Authority shall have access to police offense and arrest reports and any other documents that substantiate actual or potential criminal or drug activity in or connected with the Authority's housing communities in accordance with the Federal "One Strike and You're Out", (42 U.S.C. 1437d(1)(6)(7)(8)(9)), policy as may be amended. The officers shall provide assistance in the completion of all reports needed by the Authority.

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

ARTICLE V. TERM OF THE CONTRACT: This contract shall remain in effect from January 1, 2022, until December 31, 2023.

ARTICLE VI. TERMINATION OF CONTRACT: This contract may be terminated by either party upon a 30-day written notice to the other party.

This instrument contains the contractual agreement between the Housing Authority of the City of Columbus, Mississippi and the City of Columbus, Mississippi for and on behalf of the Columbus Police Department. It is the responsibility of the City to ensure that their personnel are familiar with the terms of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the 11th day of February, 2022.

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FEBRUARY 15, 2022

CITY OF COLUMBUS, MISSISSIPPI

By: Keith Gaskin, Mayor

Date

THE HOUSING AUTHORITY OF THE
CITY OF COLUMBUS, MISSISSIPPI

By: Debra Taylor, Executive Director

Date

COLUMBUS POLICE DEPARTMENT

By: Frederick Shelton, Chief of Police

Date

F. ITEM DELETED/APPROVED ON DOCKET

G. Discuss/Approve Final Pay Application to Burns Dirt Construction, Inc. in the amount of \$36,990.00 for North 20th Avenue Drainage Improvements

Council Member Dicicco made a motion to approve the Final Pay Application to Burns Dirt Construction, Inc. in the amount of \$36,990.00 for North 20th Avenue Drainage Improvements. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

H. Discuss/Approve Acceptance of Stokes Road Permanent Roadway Easements

Property owners at 93, 99 and 111 Stokes Road, Southwest Quarter (SW ¼) of Section 26, Township 18 South, Range 18 West, Lowndes County, MS, granted and conveyed to the City of Columbus, a permanent and perpetual right of way and easement over, above and across the described property for the express purposes of grading, improving and paving and re-paving the said described property at no cost to the City. Council Member Beard made a motion to accept the permanent Roadway Easements from the property owners that reside at the above-mentioned property locations at no cost to the City. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

I. Discuss/Approve Right-of-Way Acquisition Process for the Installation of Bluecutt Road and Leigh Drive Signal

City Engineer, Kevin Stafford, distributed a Map of Intersection and requested approval of Right-of-Way Acquisition Process for the Installation of Bluecutt Road and Leigh Drive Signal. Council Member Dicicco made a motion to grant approval of Right-of-Way Acquisition Process for the Installation of Signal at Bluecutt Road and Leigh Drive. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

J. Discuss/Approve Cost of Property Clean-Up on Dilapidated Properties that have been previously heard by Council, totaling \$8,359.00

Council Member Jones made a motion to approve the request to approve the Cost of Property Clean-up on Dilapidated Properties that have been previously heard by Council. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

THE AJUDICATED LIST FOLLOWS:

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MEETING OF
THE MAYOR AND CITY COUNCIL
FEBRUARY 15, 2022



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

WILLIAMS HILBERT
P O BOX 7938
COLUMBUS, MS 39705

Invoice #: 19-0087-0923
Date: September 23, 2021

Address:	1804 3RD AVE S
APN:	61W11-02-06500
Case No:	CE-19-0087
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE **10/23/2021** IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		147.00
	Public Works		319.50
	DATE HEARD BY CITY COUNCIL	07/02/2019	
		SUBTOTAL	479.00
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	479.00

TERMS: Due on receipt

Make all checks payable to City of Columbus.
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.

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FEBRUARY 15, 2022



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

WILLIS REGINALD
325 17 ST N
COLUMBUS, MS 39701

Invoice #: 21-0215-0922
Date: September 22, 2021

Address:	4TH AVE N
APN:	61W06-03-10100
Case No:	CE-21-0215
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		123.00
	DATE HEARD BY CITY COUNCIL	08/03/2021	
		SUBTOTAL	135.50
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	135.50

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City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

RVFM 7 LLC
1112 PRICE AVE
COLUMBIA, SC 29201

Invoice #: 21-0219-0923
Date: September 23, 2021

Address:	725 18TH ST N
APN:	61W06-01-12600
Case No:	CE-21-0219
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		196.50
	DATE HEARD BY CITY COUNCIL	08/03/2021	
		SUBTOTAL	209.00
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	209.00

TERMS: Due on receipt

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FEBRUARY 15, 2022



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

GRACE CALEB ETAL
1324 12TH AVE S
COLUMBUS, MS 39701

Invoice #: 21-0140-0923
Date: September 23, 2021

Address:	12TH AVE S
APN:	61W180101200
Case No:	CE-21-0140
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		279.00
	DATE HEARD BY CITY COUNCIL	07/06/2021	
		SUBTOTAL	291.50
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	291.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

MS STATE OF/TAX SALE/SEC OF STATE
PO BOX 136
JACKSON, MS 39205

Invoice #: 19-0187-0923

Date: September 23, 2021

Address:	2017 COLLEGE ST
APN:	61W11-01-13500
Case No:	CE-19-0187
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		238.00
	Admin Fee		12.50
	Public Works		123.00
	Admin Fee		12.50
	Public Works		312.00
DATE HEARD BY CITY COUNCIL		04/30/2020	
SUBTOTAL			710.50
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			710.50

TERMS: Due on receipt

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FEBRUARY 15, 2022



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POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

MS STATE OF TAX SALE C/O SEC OF STATE/
PUBLIC LANDS
P O Box 136
Jackson, MS 39205

Address: 2005 WASHINGTON AVE
APN: 61W11-01-04700
Case No: CE-19-0060
Violation: Property Maintenance

Invoice #: 19-0060-0923

Date: September 23, 2021

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 10/23/2021 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		213.00
	Admin Fee		12.50
	Public Works		131.00
	Admin Fee		12.50
	Public Works		148.00
	Admin Fee		12.50
	Public Works		331.50
DATE HEARD BY CITY COUNCIL		04/30/2020	
SUBTOTAL			873.50
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			873.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

MS STATE OF/TAX SALE SEC OF STATE/PUBLIC
LANDS
P O BOX 136
JACKSON, MS 39205

Address: 2211 7TH AVE N
APN: 61W05-01-08300
Case No: CE-17-0137
Violation: Property Maintenance

Invoice #: 17-0137-0923

Date: September 23, 2021

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		102.50
	Public Works		168.00
	Public Works		98.00
	Admin Fee		12.50
	Public Works		213.00
	Public Works		369.00
DATE HEARD BY CITY COUNCIL		08/01/2017	
SUBTOTAL			975.50
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			975.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**

If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

MS STATE OF/TAX SALE C/O SEC OF
STATE/PUBLIC LANDS
PO BOX 136
JACKSON, MS 39205

Address:	11TH AVE N
APN:	56W18-02-14800
Case No:	CE-18-0026
Violation:	Property Maintenance

Invoice #: 18-0026-0923

Date: September 23, 2021

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Attorney Fees		90.00
	Attorney Fees		48.00
	Admin Fee		12.50
	Public Works		98.00
	Admin Fee		12.50
	Public Works		119.00
	Admin Fee		12.50
	Public Works		151.50
	Admin Fee		12.50
	Public Works		213.00
	Admin Fee		12.50
	Public Works		126.50
	Admin Fee		12.50
	Public Works		390.00
DATE HEARD BY CITY COUNCIL		04/30/2020	
SUBTOTAL			1311.00
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			1311.00

TERMS: Due on receipt

MEETING OF
THE MAYOR AND CITY COUNCIL
FEBRUARY 15, 2022



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

HOPKINS ANNIE LOU-EST
1007 18TH ST N
COLUMBUS, MS 39701

Invoice #: 20-0147-0923
Date: September 23, 2021

Address:	16TH ST N
APN:	61W07-02-18200
Case No:	CE-20-0147
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		391.50
	DATE HEARD BY CITY COUNCIL	08/18/2020	
	SUBTOTAL		404.00
	TAX RATE		
	SALES TAX		
	SHIPPING & HANDLING		
	TOTAL		404.00

TERMS: Due on receipt

Make all checks payable to **City of Columbus**

If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.

MEETING OF
THE MAYOR AND CITY COUNCIL
FEBRUARY 15, 2022



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

STEWART MARTHA
3606 WEST OLDFIELD ST
LANCASTER, CA 93536

Invoice #: 19-0387-0923
Date: September 23, 2021

Address:	1014 5TH AVE N
APN:	61W07-04-06400
Case No:	CE-19-0387
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		358.00
	DATE HEARD BY CITY COUNCIL		10/15/2019
		SUBTOTAL	370.50
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	370.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
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City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

JONES GEORGE/SYL VIA H
577 YORKVILLE RD E
COLUMBUS, MS 39702

Invoice #: 20-0182-0923
Date: September 23, 2021

Address:	11TH ST N
APN:	61W07-03-10000
Case No:	CE-20-0182
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		256.50
	DATE HEARD BY CITY COUNCIL	10/20/2020	
		SUBTOTAL	269.00
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	269.00

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

SMITH WILLIE R
3192 HWY 69 S
COLUMBUS, MS 39702

Invoice #: 21-0197-0923
Date: September 23, 2021

Address:	821 17TH ST N
APN:	61W06-01-17700
Case No:	CE-21-0197
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		196.50
DATE HEARD BY CITY COUNCIL		08/03/2021	
SUBTOTAL			209.00
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			209.00

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

Occupant
1307 11TH AVE S
COLUMBUS, MS 39701

Invoice #: 20-0134-1207
Date: December 7, 2021

Address:	1307 11TH AVE S
APN:	61W15-00-13800
Case No:	CE-20-0134
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 01/06/2022 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Asbestos Removal		250.00
	Asbestos Removal		1180.00
	Payment		(100.00)
	Payment		(150.00)
	Payment		(92.00)
DATE HEARD BY CITY COUNCIL		11/17/2020	
SUBTOTAL			1100.50
TAX RATE			
SALES TAX			
SHIPPING & HANDLING			
TOTAL			1100.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

WILLIAMS ROBERT/FLOYE
1212 MOSS ST
COLUMBUS, MS 39701

Invoice #: 19-0447-0923
Date: September 23, 2021

Address:	1124 SHADY ST
APN:	56W20-03-08301
Case No:	CE-19-0447
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Asbestos Removal		250.00
	Public Works		390.00
	DATE HEARD BY CITY COUNCIL	01/07/2020	
	SUBTOTAL		652.50
	TAX RATE		
	SALES TAX		
	SHIPPING & HANDLING		
	TOTAL		652.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

WILLIAMS HILBERT
101 ALABAMA ST
COLUMBUS, MS 39702

Invoice #: 20-0206-0923

Date: September 23, 2021

Address:	1611 4TH AVE S
APN:	61W11-02-08300
Case No:	CE-20-0206
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		147.00
	DATE HEARD BY CITY COUNCIL	10/06/2020	
		SUBTOTAL	159.50
		TAX RATE	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL	159.50

TERMS: Due on receipt

Make all checks payable to City of Columbus

If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

Invoice

WILLIAMS HILBERT
4170 HWY 45 N
COLUMBUS, MS 39705

Invoice #: 19-0384-0923
Date: September 23, 2021

Address:	1702 3RD AVE S
APN:	61W11-02-06900
Case No:	CE-19-0384
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		196.00
	DATE HEARD BY CITY COUNCIL	05/19/2020	
	SUBTOTAL		208.50
	TAX RATE		
	SALES TAX		
	SHIPPING & HANDLING		
	TOTAL		208.50

TERMS: Due on receipt

Make all checks payable to **City of Columbus**
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.

K. Discuss/Approve Proposed Lobbyist Contract with W. T. Consultants, LLC, in an amount not to exceed \$60,500.00

Council Member Jones made a motion to approve the Proposed Lobbyist Contract with W. T. Consultants, LLC, in an amount not to exceed \$60,500.00, with one correction in the Contract as it relates to venue, which was changed from Hinds County to Lowndes County. Council Member Stewart seconded the motion. Following discussion of the request, all Council Members voted in favor of the motion.

The motion carried 6/0.

THE CONTRACT FOLLOWS:

(THIS SPACE IS LEFT BLANK INTENTIONALLY)

**PROFESSIONAL SERVICES
AGREEMENT BY AND BETWEEN
THE CITY OF COLUMBUS, MISSISSIPPI AND
W. T. CONSULTANTS, LLC**

This Agreement is made and entered into by and between the W. T. Consultants, a Mississippi Limited Liability Company, with offices at 188 E. Capitol Street, Suite 1360, Jackson, Mississippi 39205 (hereinafter "WTC"), and the City of Columbus, Mississippi, a municipal corporation and political subdivision of the State of Mississippi (hereinafter "City").

WHEREAS, the City solicited the professional services of a lobbyist to represent its interest before various governmental agencies, quasi-governmental agencies and/or entities, including but not limited to the Mississippi Legislature and the United States Congress; and

WHEREAS, WTC, a consulting firm with extensive lobbying experience, was established in 1996 and has more than twenty-six years in lobbying experience working on the State and Federal government levels presented a proposal for lobbying services to the City; and

WHEREAS, WTC came highly recommended by members of the government, quasi-government, non-profit and for-profit communities; and

WHEREAS, the Columbus City Council authorized the Mayor to execute a contract with WTC, to serve as the lobbying firm for the City of Columbus on the state and federal level for a term period beginning immediately upon execution of a contract, and ending on December 31, 2022, for an amount not to exceed (\$60,500.00), all to be paid out of the General Government Fund.

NOW, THEREFORE, in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties hereto agree as follows:

SECTION I. SCOPE OF WORK

WTC shall provide lobbying services within the State of Mississippi, to include direct communication with legislators or other officials concerning relevant legislation, appearances before committees or state agencies, and other actions commonly associated with the promotion of or opposition to legislative, administrative, or regulatory initiatives. (hereinafter collectively called "Services") WTC shall coordinate all Services and activities with City and its representatives in advance. In the performance of all Services, WTC shall not subcontract any portion of the work and shall not retain additional or outside assistance without prior approval of the City.

SECTION II. TERM

This Agreement shall commence on the last date of execution by all parties and shall expire December 31, 2022. However, the term may be extended upon written agreement of both parties.

SECTION III. COMPENSATION AND METHOD OF PAYMENT

The City shall compensate WTC for Services as the lobbying firm for the City on the state level for a term beginning immediately upon execution of this contract, and ending on December 31, 2022 for an amount not to exceed (\$60,500.00), subject to the availability of funds. Payment shall be due forty-five (45) days after receipt of a monthly invoice in the amount of Five Thousand Five Hundred Dollars (\$5,500.00) from WTC.

Said compensation is inclusive of any and all expenses normally and customarily associated with lobbyist activities including, but not limited to, expenses of travel and accommodation, meals and gratuities, printing and postage.

SECTION IV. TERMINATION

This Agreement may be terminated by either party with or without cause upon the provision of fifteen (15) days advance written notice to the other party. However, if the basis for termination arises out of a failure to perform or satisfy a term or condition of the Agreement, written notice of the deficiency shall be provided with an opportunity to cure within five (5) days. If the deficiency is not cured within five (5) days, the Agreement may be terminated immediately by the non-defaulting party.

WTC shall be compensated for Services prior to the date of termination.

WTC shall deliver to the City any written or descriptive matter that has been developed, maintained, or copied by WTC in furtherance of this Agreement. In the event of loss or destruction of any such written or descriptive matter, WTC shall promptly notify the City of the particulars of the same in writing. All work completed by WTC as of the effective date of termination will be delivered to the City within five (5) working days after termination.

SECTION V. CONFLICT OF INTEREST

WTC represents and warrants that it has no knowledge of any relationship with any third person or entity which does, or might in any way present a conflict with the City's interests or which would prevent WTC from performing fully the duties under this Agreement. If, in the sole opinion of the City and WTC, a conflict of interest arises, then the City and WTC shall jointly reach a resolution within a reasonable time period. If the City and WTC cannot resolve the conflict within a reasonable time period, then either party may exercise its right to terminate this Agreement pursuant to Section IV of this Agreement.

SECTION VI. ETHICS

The Services covered by this agreement are governed by, and will be performed strictly in accordance with, the provisions of the Mississippi statutes governing the conduct and registration of lobbyists and all rules validly promulgated thereunder, including the preparation and timely filing of all required reports. WTC represents that Worth Thomas is a registered lobbyist under the applicable laws of the State of Mississippi and is free to engage in work necessary to actively represent the City's interests in Mississippi pursuant to this Agreement.

SECTION VII. RECORD KEEPING RELATED TO GIFTS, CONTRIBUTIONS, ENTERTAINMENT INVITATIONS, ENTERTAINMENT EXPENDITURES, ETC.

WTC agrees to keep proper and accurate records of exempt gifts, contributions, entertainment invitations, entertainment expenditures, and all other expenses of related activities subject to regulation under applicable laws.

SECTION VIII. CONFIDENTIAL INFORMATION

WTC acknowledges that it may have access to certain confidential and proprietary information of the City and that such information may include financial data, proprietary lists, operational method, policy statements, and other confidential data. WTC warrants that it will not share any such information with others without authorization from the City and will maintain its confidentiality.

SECTION IX. INDEPENDENT CONTRACTOR

WTC shall carry out the terms of this Agreement as an independent contractor and not as an agent, servant, or employee of the City. WTC shall not receive any employee benefits. Likewise, the employees of WTC, if any, are not the agents, servants, or employees of the City. For all purposes hereunder, WTC is and shall be deemed to be an independent contractor as it is mutually agreed that nothing contained herein shall be deemed or construed to constitute a partnership or joint venture between WTC and the City. In the performance of the Services, WTC agrees not to subcontract any portion of the work and not to retain additional or outside assistance without prior approval of the City.

SECTION X. ASSIGNMENT

WTC shall not assign this agreement or any of the rights hereunder, in whole or in part, to any person, firm or corporation, without the prior written consent of the City. In the performance of the Services, WTC agrees not to subcontract any portion of the work and not to retain additional or outside assistance without prior approval of the City

SECTION XI. RECORD RETENTION AND ACCESS TO RECORDS

Provided WTC is given ten (10) days advance written notice and such inspection is made during normal business hours of WTC at WTC's place of business, the City's Mayor's designee shall have

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MEETING OF
THE MAYOR AND CITY COUNCIL
FEBRUARY 15, 2022

unimpeded access to any of WTC's books, documents, papers and/or records which are maintained or produced in furtherance of this Agreement and pertinent only to the services performed under this

Agreement for the purpose of responding to requests for public records, making audits, examinations, excerpts and transcriptions

All records related to this Agreement and pertinent only to the services performed under this Agreement shall be retained by WTC for three (3) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to documents produced in furtherance of this Agreement, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

SECTION XII. GOVERNING LAW AND VENUE

This Agreement shall be construed under and in accordance with the laws of the State of Mississippi, and venue for any action at law or in equity shall be a court of competent jurisdiction in Lowndes County, Mississippi.

SECTION XIII. INDEMNIFICATION

To the fullest extent allowed by Mississippi law, WTC shall indemnify, defend, save and hold harmless, protect, and exonerate the CITY from and against all claims, demands, liabilities, without limitation, court cost, investigative fees and expenses, and attorney's fees, arising out of or caused by WTC and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the CITY's sole discretion, WTC may be allowed to control the defense of any such claim, suit, etc. In the event, WTC defends said claim, suit, etc., WTC shall use legal counsel acceptable to the CITY. WTC shall be solely responsible for all costs and/or expense associated with such defense, and the CITY shall be entitled to participate in said defense. WTC shall not settle any claim, suit, etc. without the CITY's concurrence.

SECTION XIV. CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be amended, changed, modified, or expanded in scope of work or otherwise by formal written

amendment duly executed by both parties. The parties acknowledge and accept that the City may execute any and/or each amendment only upon official authorization first duly obtained from its governing authority.

Additional services may be added to this agreement by mutual consent of the parties in writing as an amendment to this Agreement. All other terms and conditions not affected by such an amendment shall remain the same.

SECTION XV. NOTICES

The parties to this Agreement for professional services of a lobbyist to represent its interest before various governmental agencies, quasi-governmental agencies and/or entities,

MEETING OF
THE MAYOR AND CITY COUNCIL
FEBRUARY 15, 2022

including but not limited to the Mississippi Legislature and the United States Congress, designate the following persons to receive any notice required under the terms of the Agreement:

CITY OF COLUMBUS, MISSISSIPPI:

Office of the Mayor
Mayor Keith Gaskin
523 Main Street
Columbus, Mississippi 39701

**W. T. CONSULTANTS, A MISSISSIPPI
LIMITED LIABILITY COMPANY:**

Worth H. Thomas, Principal
W. T. Consultants, LLC
188 E. Capital Street, Suite 1360
Jackson, Mississippi 39205

IN WITNESS WHEREOF, the City, Mississippi, and WTC, acting herein by their duly authorized representatives, have executed this Agreement as of the date first above written.

CITY OF COLUMBUS, MISSISSIPPI

By: _____
Keith Gaskin, Mayor

W. T. CONSULTANTS, LLC

By: _____
Worth H. Thomas, Manager

L. Discuss/Approve Application for Ad Valorem Tax Exemption for 304 – 5th Street South, U-Stor Inside

The Council engaged in a discussion of the request for Application for Ad Valorem Tax Exemption for 304 – 5th Street South (Old Fred's Discount Store), U-Stor Inside. Council Member Beard made a motion to table this request until the property owner presents the request to the Council. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion to table the request except Council Member Stewart, who opposed the motion.

The motion carried 5/1.

Items “M” and “N” were reversed to allow for discussion of Item “M” prior to voting on the ARPA Plan & Assessment Project Option.s

M. Discuss/Approve Request for ARPA Funds for Blight Remediation

George Irby came before the Council with a request for \$1 million dollars of ARPA Funds for Blight Remediation and offered suggestions on how Citizens, Garden Clubs, Churches, Businesses, and the entire Columbus Community can buy-in this cause.

Council Member Greene made a motion to table this request. Mayor Gaskin called for a second. The motion did not receive a second and the motion failed.

SUBSTITUTE MOTION:

Council Member Jones made a motion to match the dollar amount that the County appropriates, up to \$1 million dollars. Council Member Beard seconded the motion.

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

Mayor Gaskin broke the tie vote in favor of the motion.

N. Discuss/Approve ARPA Plan & Assessment Project Options

The Council discussed the ARPA Plan & Assessment Project options. Option one (1) gives Waggoner the opportunity to work with the County. The Mayor, Council and Waggoner representative engaged in a discussion of this matter.

Council Member Beard made a motion to allocate \$3 million dollars of ARPA funds to be used for drainage, storm water improvements and authorize the Mayor to make a request to Lowndes County Supervisors to match these funds. Council Member Stewart seconded the motion.

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

The motion carried 4/2.

O. Discuss/Approve Mask Mandate for City Facilities

Council Member Greene made a motion to approve the request to eliminate the Mask Mandate for City Facilities and revisit if conditions change. Council Member Beard seconded the motion.

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

The motion carried 4/2.

P. Discuss/Approve whether to Open Council/City Meeting back Up to the Public

Council Member Greene made a motion to reopen Council Meetings and City Meetings to the Public, beginning March 1, 2022. Council Member Beard seconded the motion.

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

The motion carried 5/1.

CLOSED DETERMINATION:

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

All Council Members voted in favor of the motion.

The motion carried 6/0.

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

Mayor Gaskin apprised the Council of one (1) prospective sale of City Real property and two (2) personnel matters and remarked that these matters warrant being heard in Executive Session. Council Member Greene made a motion to go in Executive Session to discuss one (1) prospective sale of real property and two (2) personnel matters.

All Council Members voted in favor of the motion.

The motion carried 6/0.

The Public Information Officer then announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss one (1) prospective sale of City Real property and two (2) personnel matters.

IX. EXECUTIVE SESSION:

ADJOURNMENT:

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

Approved by: _____
Keith Gaskin, Mayor

Patricia Mitchell
Deputy Clerk

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