

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

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

I. CALL TO ORDER AND INVOCATION

Mayor Gaskin called the meeting to order and called on Apostle Darren Leach to offer the Invocation..

II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

Council Member Mickens requested to move Consent Item “G” to the Policy Agenda as Item “K”.

Ms. Garrett, COO, added a permit request to the Consent Agenda as Item “I”.

Council Member Mickens made a motion to adopt the Agenda, with the above revisions. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

III. APPROVE MINUTES FOR MEETINGS OF APRIL 4, 2023.

Council Member Mickens made a motion to approve the Minutes for the Meeting of April 4, 2023. Councilwoman Dicicco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

IV. CONSENT AGENDA:

- A. Approve permit request submitted by Sammie Williams, on behalf of Northside M. B. Church, to host a “Community Fun Day” to be held on

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

April 29, 2023 from 10:00 a.m. until 3:00 p.m. at Northside M. B. Church, located at 1501 - 9th Avenue North and 15th Street North.

- B. Approve permit request submitted by Yvette Bailey-Jamison on behalf of Columbus Community Outreach, to host a “Walk-A-Mile” to be held on April 19, 2023 from 11:00 a.m. until 1:00 p.m. in the parking lot of the Columbus Municipal Complex, 1501 Main Street..
- C. Approve request to send four (4) CPD Officers to the “Mississippi Delta Community College Law Enforcement Training Academy” in Moorhead, MS, and approve cost of tuition (\$16,000.00) and reimbursement of clothing allowance, not to exceed \$350.00 per officer, upon completion of the academy.
- D. Accept letter of resignation from CPD Officer, Dustin Capps, and Animal Control Officer, Lynn Rushlow, both effective immediately.
- E. Accept letter of resignation from CPD full-time Reserve Officer/Housing Authority Officer/Court Bailiff/Code Enforcement Officer, effective April 24, 2023, and approve request to permit him to continue serving as a Reserve Officer.
- F. Accept voluntary resignation (no letter submitted) from a Public Works Department employee, I. D. Number 1515 and authorize H.R. Director to begin the normal recruitment process.
- G. Approve request for budgeted \$10,000.00 Appropriation Request of Blaze Morale Fund – Golden Triangle Development LINK.
.
This item was moved to Policy Agenda.
- H. Approve request to compensate BAM in the amount of \$3,827.00 for grass cutting/landscaping of Friendship Cemetery.
- I. Approve permit request submitted by Cindy Lawrence on behalf of Lowndes County Board of Supervisors to host “County Government Appreciation Month Picnic on Courthouse Lawn” to be held on April 28, 2023 from 11:00 a.m. until 1:00 p.m. at 505 Second Avenue North, blocking parking spaces on the left side of 2nd Avenue North between 5th and 6th Street North from 7:30 a.m. until 1:30 p.m.

Council Member Jones made a motion to approve the Consent Agenda with revisions. Councilwoman 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:

Councilwoman Stewart made a motion to approve the Docket of Claims for April 18, 2023, in the amount of \$500.446.73. Council Member Greene seconded the motion.

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

The motion carried 5/1.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

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

There were no remarks from Council Members.

Next, the Mayor read an excerpt from the Fair Housing Month Proclamation:

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, Fair Housing is integral to the ethical commitment of members of the National Association of REALTORS® and the Greater Golden Triangle REALTORS® and is critical to the ability of all real estate professionals to serve their clients, customers and communities.

THEREFORE, I, Keith Gaskin, Mayor of Columbus, Mississippi, do hereby proclaim the month of April 2023 as "FAIR HOUSING MONTH" in the City of Columbus as an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Columbus, Mississippi.

Mayor Gaskin asked Greg Lewis to come forward for a presentation. Greg Lewis, Director of Parks and Recreation came forward and began by stating that a Fashion Show was held at Sim Scott Community on Saturday, April 8, 2023, which involved adults and children as participants. One young 9 year old female, Jabrie'L Smith performed an awe inspiring performance that demanded the attention from all who were in

attendance. Mr. Lewis presented the Rising Star Award to Miss Smith and announced that she is scheduled to perform during the opening exercised of the Art Exhibit at the Columbus Arts Council in September 2023.

SAVE-THE-DATE REMINDERS:

- Tales from the Crypt will have two (2) more performances – April 19 and 21 at Friendship Cemetery at 7:00 p.m.
- In observance of Sexual Assault Awareness Month, there will be two (2) events next week: Meet the Team will be Tuesday at 11:00 in the Command Center at CPD and Denim Day will be April 26.
- MPB Mississippi Roadshow Antique Showcase will be Friday at 10:00 a.m. at the Trotter Convention Center.
- Catfish in the Alley will begin Friday, April 21, at noon and will continue on Saturday, from 10:00 a.m. until 3:00 p.m.
- Columbus Police Department and the Christian Motorcycle Association will host a Blessing of the Bikes (motorcycles) on Saturday at 10:00 a.m. at the Columbus Police Department.
- Community Clean-Up in honor of Earth Day 2023 will be Saturday from 10:00 a.m. until 12:30 p.m. at Hunt School, located at 924 20th Street North.
- Columbus Police Department Patrol Officers will be reading at the Columbus-Lowndes Library on Tuesday, April 25 at 10:00 a.m.
- Household Hazardous Waste Collection Day will be Saturday, April 29 from 9:00 a.m. until 2:00 p.m. at the Golden Triangle Landfill, located on Old West Point Rd.
- Community Prayer Walks are held on the first Saturday of each month at 9:00 a.m., beginning at the Farmers' Market.

B. Presentation to Jabrie'L Smith – Inspiring Young Star – See above.

C. Building Inspection Monthly Report for March 2023

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

D. Columbus Garage Monthly Report for March 2023

The Monthly Report from the City Garage for March 2023 was presented. No action was taken.

E. Fire and Rescue Monthly Report for March 2023

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

F. Code Enforcement Monthly Report for March 2023

The Monthly Report from the Code Enforcement Department for March 2023 was presented. It was noted that the activity in this department increased. No action was taken.

G. Human Resources Monthly Report for March 2023

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

H. Police Department Monthly Report for March 2023

The Monthly Report from the Police Department for March 2023 was presented. Questions were directed to the Police Chief regarding crime statistics and recovered property. Chief Daughtry came forward and remarked that the current system does not provide a good statistical report, but hopefully a new system will be up and running in the near future. No action was taken.

I. Trotter Convention Center/Care & Maintenance/Friendship Cemetery – Monthly Report for March 2023

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

J. Parks and Recreation Monthly Report for March 2023

The Monthly Report from the Parks and Recreation Department for March 2023 was presented. No action was taken.

K. Office of Planning & Community Development Monthly Report for March 2023

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

L. Public Works Monthly Report for March 2023

The Monthly Report for the Public Works Department for March 2023 was presented. No action was taken.

M. Monthly Financial Report

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

Jim Brigham, CFO, distributed the Monthly Financial Report for March 2023, which includes the General Fund cash balance of \$9,277,720.54, which is an increase of \$3,507,072.08 compared to the same time last year. Total Sales Tax Receipts for April 2023 are \$854,849.00, which is an increase of \$31,155.00 compared to the same time last year. The remaining balance of ARPA Funds is \$2,981,193.01. Councilwoman Dicicco asked questions about a more-detailed report. Mr. Brigham reported that the City still has not received the matching funds totaling \$204,125.00 for the 2nd & 10th Street South Culvert Project and approximately \$90,000.00 reimbursement for premium pay from the state for Firemen and Policemen. The City is above budget on the revenue side. Mr. Brigham then updated the Mayor and Council on the Propst Park Funding Options. The CFO, Mayor and COO met with the financial consultants from Stephens Inc. and Watkins & Eager PLLC and discussed several options: **General Obligation Bonds (GO Bonds)**. These bonds are secured by the pledge to raise property tax millage if needed to repay the loan. Mississippi cities are limited to how much debt can be incurred through GO Bonds. If the bonds are to be repaid by property taxes, the city's limit is 15% of assessed property value (\$200M). If the GO Bonds are repaid through a separate revenue flow, such as the 2% restaurant tax, the City's limit is 20% of the assessed property value. This option is the least risky to the lenders and therefore would probably have the lowest interest rate. **Urban Renewal Act Bonds**: under Mississippi Code, a city has the power to issue bonds to finance the undertaking of any urban renewal project. The repayment of the principle and interest comes from the City's income, proceeds, revenue and funds derived from or held in connection with the project. This funding has more risk to the lender and higher interest rate compared to the GO Bonds. **Mississippi Development Bank Loan**: The Mississippi Development Bank is a statewide issuer of revenue bonds with proceeds going to local governmental entities. Local governmental units must request that bonds be issued through the Mississippi Development Bank on their behalf and are responsible for the retirement of revenue bond debt through annual payments to the Mississippi Development Bank. The benefits of the Mississippi Development Bank flow directly to the local governmental unit. These benefits include the following: 1) Does not count against a local government general obligation debt limit; 2) provides for a higher bond rating, resulting in lower interest rates; and 3). Ready access to bond funds. Mr. Brigham suggested that maybe the GO Bonds may be the best option, but would like to wait until he meets with Raymond James Firm and Mr. Lynn Norris, with Government Consultants.

Council Member Jones made a motion to begin with Phase I on Propst Park with the current available funds. Council Member Mickens seconded

the motion. The Council then engaged in a discussion of the matter. Council Member Beard remarked that Propst Park's improvements will happen, but we must be good stewards of tax payers' dollars. Mr. Brigham remarked that the City can do this, but only if we get the best finance option. If we borrow \$2million dollars, we will tie up the 2% tourism tax funds for a 10-year period. Council Member Mickens quoted an excerpt from a letter that Dr. Martin Luther King, Jr. wrote while in jail and remarked that he's ready to move forward. Council Member Greene presented a Powerpoint Presentation and remarked that he supports improvements to the park, but he against pouring \$4million dollars in the park for more baseball fields.

SUBSTITUTE MOTION:

Following discussion of the matter, Council Member Greene made a motion to table this matter for more information and wait to hear the results of the Major League grant. Councilwoman Dickey seconded the motion.

Council Members Greene, Beard and Dickey voted in favor of the motion to table this matter. Council Members Stewart, Mickens and Jones opposed the motion. Mayor Gaskin voted in favor of the motion

The motion carried 4/3.

Kevin Stafford, dba NSI came forward and remarked that we are spending \$120,000.00 for a study and have already paid \$4,500.00.

Greg Lewis, Director of Parks and Recreation, came forward and offered comments regarding improvements to Propst Park.

N. Municipal Court Monthly Report for March 2023

The Monthly Report for the Municipal Court Division for March 2023 was presented. Ms. Wendy Blunt, Court Administrator, was questioned about the decrease in fines and about the numerical statistics appear to be the same as a previous report. Ms. Blunt responded that the fines are slowly picking back up; collections were down during COVID. She also stated that she may have made a typographical error and will correct the error.

O. Board Vacancies

Ms. Jammie Garrett announced vacancies on various boards and remarked that one (1) appointment will be made tonight.

TREE BOARD

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

1 Vacancy, 3-Year Term, Mildred Monroe's Term Expired 12/03/2023.
Appointments will be made April 18, 2023.

APPLICANT:

Mildred Monroe

Councilwoman Diccio made a motion to reappoint Mildred Monroe to the Tree Board for a three (3) year term, until 12/3/2026. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

TREE BOARD

2 Vacancies, 3-Year Terms, Bruce Sansing's Term Expired 4/07/2023 and Reid Nevin's Term Expires 4/19/2023.
Appointments will be made April 18, 2023.

APPLICANT:

No applicants at this time.

HISTORIC PRESERVATION COMMISSION

2 Vacancies, 3-Year Terms, Anne Davis' & Joseph Boggess' Terms Expire 5/19/2023.
Appointments will be made May 16, 2023.

VII. CITIZENS INPUT AGENDA:

A. Carol Frazier, National Day of Prayer

Ms. Carol Frazier came forward and announced that the National Day of Prayer will be held on May 4, 2023 in front of the Lowndes County Courthouse at 12:00 noon and invites the public to come out and pray for our community.

B. Nicole Clinkscales – Earth Day 2023

Ms. Nicole Clinkscales came forward and presented two (2) MSMS Students that are shadowing her in Municipal Court. Each student introduced themselves and discussed future plans to attend colleges of their choice and their career goals in becoming attorney. In light of this and Earth Day, they presented a plan to the City to transition to paperless. Ms. Clinkscales

announced that Clean-Up Day will be held Saturday, April 22, 2023 at 10:00 a.m. at Hunt School.

Ms. Clinkscales also announced that she will be working with Parks and Recreation and Keep Columbus Beautiful on April 26, 2023 at Coleman Headstart Center at 9:30 a.m. to encourage the young people to help keep the earth clean.

C. Ryck Morales – Small Business Administration (SBA), Office of Disaster Recovery & Resilience Federal Disaster Assistance

Mr. Morales could not be present tonight.

VIII. POLICY AGENDA:

A. Discuss/Approve Derelict Property Docket

JULIA BROWN

1704 6th Avenue North

CASE NUMBER: 23-0102 Accumulation of Rubbish and Garbage

The General Counsel called cause number **23-0102**. 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. Council Member Beard 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 Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

ALFONZA AND THEORIA Y. SMITH

416 E. Gaywood Avenue

CASE NUMBER: 23-0104 Overgrown Lot

The General Counsel called cause number **23-0104**. 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. Council Member Beard 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 Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

JOHNSTON TOMBIGBEE FURNITURE

Waterworks Road

CASE NUMBER: 23-0114

Overgrown Lot

The General Counsel called cause number **23-0114**. Mr. Roe Berry, property owner came forward and remarked that there are other businesses in the City that have overgrown lots and he requests that they be afforded the same noticing. Code Enforcement Officer Sasha James remarked that a portion of the property has been remediated, but not all and recommended a **30-day extension** to remediate the property. 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. Council Member Beard made a motion give the property owner a **30-day extension** to remediate the property, and 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. Councilwoman Diccio seconded the motion.

All Council Members voted in favor of the motion, except Council Members Stewart and Mickens.

The motion carried 4/2.

.

J D JEAN BEST

1002 Bennett Avenue

CASE NUMBER: 23-0118

Accumulation of Rubbish and Garbage

The General Counsel called cause number **23-0118**. 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. Council Member Beard 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 Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

S. D. WILLIAMS

1013 Moss Street

CASE NUMBER: 23-0129

Property Maintenance Code Violation

The General Counsel called cause number **23-0129**. 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. Council Member Beard 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 Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

SAMMIE W. AND ANNIE R. THOMAS

185 Read Drive

CASE NUMBER: 23-0105

Accumulation of Rubbish and Garbage

The General Counsel called cause number **23-0105**. No one appeared. Code Enforcement Officer Sasha James stated the property has been **remediated** by the owner, and it is her recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Greene made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

MICHAEL JAMES

210 Mill Street

CASE NUMBER 23-0113

**Accumulation of Rubbish and Garbage
Abandoned Structure and Overgrown Lot**

The General Counsel called cause number **23-0113**. No one appeared. Code Enforcement Officer Sasha James remarked the property owner requested a little time to remediate the property and recommended a **10-day extension** to remediate the property. 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. Council Member Beard made a motion give the property owner a **10-day extension** to remediate the property, and 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.

MJK PROPERTIES LLC

1723 5th Avenue North

CASE NUMBER: 23-0119 Property Maintenance Code Violation

The General Counsel called cause number **23-0119**. No one appeared. Code Enforcement Officer Sasha James remarked the property owner requested a little time to remediate the property and recommended a **45-day extension** to remediate the property. 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. Council Member Jones made a motion give the property owner a **45-day extension** to remediate the property, and 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.

CASES \$250 AND LESS:

Code Enforcement Officer presented fourteen (14) 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. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

One case, 23-0080 was deleted and no action was taken.

THE LIST OF PROPERTIES FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

\$250 OR LESS Derelict Properties for April 18, 2023 Mayor and City Council Meeting

Case # and Violation	Ward	Name and Address	Notes
23-0126 <i>Accumulation of Rubbish and Garbage</i>	4	Martha Cooper 2414 23rd Avenue North	
23-0127 <i>Accumulation of Rubbish and Garbage</i>	4	Michael Carlton and Rena Virgil 1607 Gardner Boulevard	
23-0135 <i>Accumulation of Rubbish and Garbage</i>	4	Kalvin and Laurretta Tucker 2705 6th Avenue North	
23-0139 <i>Accumulation of Rubbish and Garbage</i>	5	Leon Dumas 1318 15th Street North	
23-0143 <i>Overgrown Lot</i>	5	Thaddus and Monika Wilkins 720 Railroad Street	
23-0144 <i>Overgrown Lot</i>	5	Thaddus and Monika Wilkins 718 Railroad Street	
23-0030 <i>Accumulation of Rubbish and Garbage</i>	5	Hardin Properties LLC 1121 3rd Avenue North & 12th St North RE-ENTRY	
23-0148 <i>Overgrown Lot</i>	5	Jones and Tammy Enterprise LLC 824 13th Street North	
23-0149 <i>Accumulation of Rubbish and Garbage</i>	5	Julia Brown 1301 9th Avenue North	
23-0150 <i>Overgrown Lot</i>	5	Julia Brown 1301 9th Avenue North	

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

\$250 OR LESS Derelict Properties for March 21, 2023 Mayor and City Council Meeting

Case # and Violation	Ward	Name and Address	Notes
23-0071 <i>Accumulation of Rubbish and Garbage</i>	1	College Inv c/o Margaret Bobo 808 7th Avenue South	
23-0072 <i>Accumulation of Rubbish and Garbage</i>	1	Charlie Skipper 509 9th Avenue South	
23-0073 <i>Accumulation of Rubbish and Garbage</i>	5	Lovie J. Fuqua 1408 Military Road	
23-0074 <i>Accumulation of Rubbish and Garbage</i>	4	John A. Barron 2511 5th Avenue North	
23-0080 <i>Accumulation of Rubbish and Garbage</i>	4	Dirk Dickson 801 Waterworks Road	
23-0082 <i>Accumulation of Rubbish and Garbage</i>	4	Sandra Jones and No Joke Rentals LLC 111 Mill Street	
23-0086 <i>Accumulation of Rubbish and Garbage</i>	4	Harold Mac Burke III 1020 Shady Street	
23-0087 <i>Accumulation of Rubbish and Garbage</i>	4	Hatcher Invest Properties LLC 2603 5th Avenue North	
23-0088 <i>Accumulation of Rubbish and Garbage</i>	4	John Thompson 4th Avenue North	
23-0089 <i>Accumulation of Rubbish and Garbage</i>	4	Rayfield Jr and Barbaranita Valentine Cherry Street	
23-0100 <i>Accumulation of Rubbish and Garbage</i>	2	Truman H. Oswalt Life Estate 406 Woolbright Street	
23-0101 <i>Accumulation of Rubbish and Garbage</i>	2	Burkhalter Property Management LLC 610 North Gaywood Avenue	

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

COLLEGE INV C/O MARGARET BOBO
1020 JOANN DRIVE
SOUTHAVEN, MS 38671

RE: 808 7TH AVE S
APN: 61W15-00-04800
Case No: CE-23-0071
Officer: Sasha James - Ward: 1

Date: February 27, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice include one or more of the following:

- ☒ The presence of overgrowth of weeds, grass or other vegetation
- ☐ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 6th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
107.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 6, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-11(2) (a)(6) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing to more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-11(1) is later utilized by a municipality when the prerequisites of Section 21-19-11(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-11(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This 27th day of February, 2023.
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-11 (2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



SKIPPER CHARLIE
504 9TH AVE S
COLUMBUS, MS 39701

NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

RE: 504 9TH AVE S
APN: 61W16-02-07600
Case No: CE-23-0072
Officer: Sasha James - Ward: 1

Date: February 27, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 60th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
101.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 6, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-3063 or 662-245-3070.

This the 27th day of February, 2023.

Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

FUQUA LOVIE J
19 ROBINDALE CIRCLE
THE WOODLANDS, TX 77384

RE: 1408 MILITARY RD
APN: 56W18-02-05600
Case No: CE-23-0073
Officer: Sasha James - Ward: 5

Date: February 27, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do to himself, on or before the 6th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
307.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 6, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This the 27th day of February, 2023.
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: February 27, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

BARRON JOHN A
90 AZALEA DR
COLUMBUS, MS 39705

RE: 2511 5TH AVE N
APN: 61W05-03-05500
Case No: CE-23-0074
Officer: Sasha James - Ward: 4

Date: March 1, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 8th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
307.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 8, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL, OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This the 1st day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



DICKSON DIRK
P.O. BOX 293
MACON, MS 39341

NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

RE: 801 WATERWORKS RD
APN: 61W05-01-10900
Case No: CE-23-0080
Officer: Sasha James - Ward 4

Date: March 1, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 8th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling systems, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
107.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 8, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This 1st day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

JONES SANDRA/NO JOKE RENTAL LL
3670 HWY 145
SHUQUALAK, MS 39361

RE: 111 MILL ST
APN: 56W20-03-11400
Case No: CE-23-0082
Officer: Sasha James - Ward: 4

Date: March 1, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 8th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-11(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-11(1) is later utilized by a municipality when the prerequisites of Section 21-19-11(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-11(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-3063 or 662-245-3070.

This 1st day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-11 (2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

BURKE MAC HAROLD III
1015 BENNETT AVE
COLUMBUS, MS 39702

RE: 1020 SHADY ST
APN: 56W-20-03-07700
Case No: CE-23-0086
Officer: Sasha James - Ward: 4

Date: March 1, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community within the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 11th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-11(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forego the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-11(1) is later utilized by a municipality when the prerequisites of Section 21-19-11(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-11(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This is the 1st day of March, 2023.

Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-11 (2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

HATCHER INVEST PROP LLC
604 3 ST S
COLUMBUS, MS 39701

RE: 2603 5TH AVE N
APN: 61W05-01-05900
Case No: CE-23-0087
Officer: Sasha James - Ward: 4

Date: March 1, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☒ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☒ The presence of abandoned building
- ☒ The presence of abandoned or dilapidated fence(s)
- ☒ The presence of burned structure
- ☒ The presence of dilapidated building(s), slabs or personal property
- ☒ The presence of property maintenance code violation
- ☒ The presence of standing water in cesspools
- ☒ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 8th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-19-21, and other debris; and draining cesspools and standing water therefrom.

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-11(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-11(1) is later utilized by a municipality when the prerequisites of Section 21-19-11(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-11(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This is the 1st day of March, 2023.
Sasha James
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-11 (2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 1, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

THOMPSON JOHN T
212 SUMMERHAYEN DR
COLUMBUS, MS 39702

RE: 4TH AVEN
APN: 61W05-03-08001
Case No: CE-23-0083
Officer: Sasha James - Ward: 4

Date: March 2, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 9th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
307.1 - Accumulation of Rubbish and Garbage:	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 9, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This the 2nd day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 2, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 2, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 2, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

VALENTINE RAYFIELD JR/BARBARANITA
7309 AVILA DR
FAYETTEVILLE, NC 28314

RE: CHERRY ST
APN: 61W06-01-08700
Case No: CE-23-0089
Officer: Sasha James - Ward: 4

Date: March 6, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 13th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

Code Section	Corrective Action	Compliance Date
307.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 13, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-11(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-11(2) is later utilized by a municipality when the prerequisites of Section 21-19-11(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-11(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This 6th day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-11 (2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 6, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 6, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 6, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

OSWALT TRUMAN II-LIFE ESTATE
79 PLEASANT VALE DRIVE
COLUMBUS, MS 39705

RE: 406 WOOLBRIGHT ST
APN: 62W14-03-01300
Case No: CE-23-0100
Officer: Sasha James - Ward: 2

Date: March 7, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☒ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☒ The presence of abandoned building
- ☒ The presence of abandoned or dilapidated fence(s)
- ☒ The presence of burned structure
- ☒ The presence of dilapidated building(s), slabs or personal property
- ☒ The presence of property maintenance code violation
- ☒ The presence of standing water in cesspools
- ☒ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 14th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
307.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	March 14, 2023

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing to more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This 7th day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2)

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 7, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was posted at the City Building Inspection Office on: March 7, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 7, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

BURKHALTER PROPERTY MANAGEMENT
1109 FRIAR TUCK RD
STARKVILLE, MS 39759

RE: 610 GAYWOOD AVENUE
APN: 62W140500100
Case No: CE-23-0101
Officer: Sasha James - Ward: 2

Date: March 8, 2023

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus (the "Governing Authority"), having a population over one thousand five hundred (1500), has authorized the City of Columbus Code Enforcement Director and/or her assistant to determine whether the property or parcel of land is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community when the fee or cost to clean property or a parcel of land that is one (1) acre or less does not exceed Two Hundred Fifty Dollars (\$250.00), excluding administrative costs.

The particular condition(s) as determined by the authorized municipal employee existing as of the date of this notice is/are one or more of the following:

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned structure
- ☐ The presence of dilapidated building(s), slabs or personal property
- ☐ The presence of property maintenance code violation
- ☐ The presence of standing water in cesspools
- ☐ The presence of cistern(s), standing water and cesspools

You are hereby advised that by this correspondence a determination has been made that the condition of property or parcel of land as described is a menace to the public health, safety and welfare of the community, and as such the governing authority of the City of Columbus, if the owner does not do so himself, on or before the 15th day of March, 2023, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom.

YOU ARE ADVISED THAT A FINDING BY THE MUNICIPAL OFFICIAL THAT THE PROPERTY OR PARCEL OF LAND IS IN NEED OF CLEANING WILL AUTHORIZE THE MUNICIPALITY TO REENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO (2) YEARS AFTER THE MUNICIPAL OFFICIAL'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT CITY HALL OR ANOTHER PLACE IN THE MUNICIPALITY WHERE SUCH NOTICES ARE GENERALLY POSTED AT LEAST SEVEN (7) DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS REENTERED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SECTION 21-19-1(2) (a)&(b) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

This Notice was posted at the City Building Inspection Office on: March 8, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

This Notice was mailed via United States Mail, postage prepaid, to each address identified above on: March 8, 2023

By: Sasha James, City of Columbus Director of Code Enforcement

Thereafter, the governing authority shall by resolution adjudicate the actual cost of cleaning the property under this provision, provided the same does not exceed Two Hundred Fifty Dollars (\$250.00) and may also impose a penalty not to exceed One Hundred Dollars (\$100.00) or one hundred percent (100%) of the actual cost of cleaning the property, whichever is more.

The cost and any penalty imposed may become a civil debt against the property owner, and/or, at the option of the governing authority, an assessment against the property. The "cost assessed against the property" means either the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done, and additionally may include administrative costs of the municipality not to exceed Fifty Dollars (\$50.00). For subsequent cleaning within the one-year period, upon seven (7) days' notice posted both on the property or parcel of land adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land, and the expense of cleaning of the property shall not exceed an aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and penalty for each time the property or land is cleaned as otherwise provided. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice. Upon written authority from the Secretary of State's office, for state-owned properties, a municipality may forgo the notification process that is prescribed in this subsection and proceed to clean the properties and assess costs as prescribed in this subsection, except that, penalties shall not be assessed against the State of Mississippi. A determination made by an appropriate municipal employee under this subsection (2) that the state or condition of property or a parcel of land is a menace to the public health, safety and welfare of the community shall not subsequently be used to replace a hearing if Section 21-19-1(1) is later utilized by a municipality when the prerequisites of Section 21-19-1(2) are not satisfied.

An appeal of this decision may be made to the Governing Authority of the City of Columbus and such appeal shall be in writing, state the basis for the appeal and be filed with the city clerk no later than seven (7) days from the latest date of notice required under MCA 21-19-1(2).

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-5063 or 662-245-5070.

This 8th day of March, 2023,
Sasha James,
City of Columbus Director of Code Enforcement

A copy of this notice shall be recorded in the minutes of the governing authority in conjunction with MCA Section 21-19-1(2).

At least seven (7) days before the date of cleaning, this notice is required to be posted on the property or parcel of land identified herein AND at city hall or such other place in the municipality where such notices are posted AND is required to be mailed, via United States Mail, postage prepaid, to the address of the property or parcel of land identified herein except where the land or structure(s) is apparently vacant, AND to the address where the ad valorem tax notice for the property or parcel of land identified herein is sent by the office charged with collecting ad valorem taxes for the subject property or parcel of land identified herein.

This Notice was posted on the subject property on: March 8, 2023

By: Sasha James, City of Columbus Director of Code Enforcement



City of Columbus
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

NOTICE OF RE-ENTRY FOR CLEANING / DEMOLITION

NOTICE TO: **Occupant**
1121 3RD AVE N & 12TH ST
COLUMBUS, MS
Case No: CE-23-0030

You are advised that the City of Columbus, seven days after the date of this notice, shall enter this property and clean and/or demolish if said property is still in non-compliance after the said seven days. The Mayor and Council of the City, at a regular meeting, previously found and determined that this parcel of property was in violation of Section 21-19-11 of the Mississippi Code and ordered that, conditioned upon this proper notice that it could reenter this property to maintain cleanliness without a further hearing 6 times in any 12 month period with respect to removing dilapidated buildings, fences and outside toilets and 12 times in any 24 month period with respect to cutting grass and weeds and removing rubbish, personal property and debris on the land and that, subject to statutory limitations, the City may assess the property for the cost for each time the property or land is cleaned as otherwise provided in this section. The governing authority may then assess the property for the cost of remediation incurred by the City and such cost shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county, and the tax collector shall, upon order of the City, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. This notice shall be posted on the property address in question and at the Place where the City normally posts its notices. You will not be personally notified otherwise of this reentry and cleaning/demolition.

This is the 30th day of March, 2023

Sasha James
INSPECTOR, CITY OF COLUMBUS, MS

B. Discuss/Approve recommendations from the April 10, 2023 Planning Commission Meeting.

Permitted Use Request 23-01

On Behalf of Last House on the Block
200 Sylvan Road
R-5 Mobile Homes and Mobile Home Park District

Request an amendment to the original permitted use to construct a 4900-square foot activities building.

The Planning Commission recommended approval of the request, contingent upon concealing walls, concealing fences, or other concealing screening not less than six feet in height.

Mayor Gaskin surveyed the audience for residents that may be in objection of this request. Michael Derby, who lives at 121 Stewart Avenue, came forth with objection, stating that this is a neighborhood and there would be constant traffic. Todd Derby, who lives at 114 Sylvan Road, came forth and objected for the same reason. Representatives in support of the much-needed facility came forward and assured the citizens that there would not be late night traffic. After listening to those who objected to this project, there followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission, Council Member Greene moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to amend the original permitted use to construct a 4900-square foot activities building at the proposed location be approved. Councilwoman Diccico seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Permitted Use Request 23-03

On Behalf of Columbus-Lowndes County Airport
368 Fabritek Drive
I-2 Light Industrial District

Request permitted use for installation of an approximate 32' x 60' modular building for emergency flight shift personnel quarters and training room.

The Planning Commission unanimously recommended approval of the request.

Councilwoman Diccio moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to permit the installation of an approximate 32' x 60' modular building for emergency flight shift personnel quarters and training room be approved. Councilwoman Stewart seconded the motion. Building Official, Kenney Wiegel, stated that there were no objections to this request. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion.

The motion carried 6/0.

C. Discuss/Approve request to fill vacant position of Boom Truck Operator, pending successful completion of preliminary testing.

Council Member Beard made a motion to approve the request to hire **Lonnie J. Hill** as a Boom Truck Operator in the Public Works Department at \$15.00 per hour, pending preliminary testing. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

D. Discuss/Approve request to hire two (2) part-time Security Officers for City Hall at \$20.00 per hour, pending successful completion of preliminary testing.

COO Garrett apprised the Council of the need for this request and these personnel. CFO Brigham remarked that this was not budgeted, but could be done and request a budget amendment. Council Member Mickens made a motion to table this request until the next budget year. Council Member Jones seconded the motion.

SUBSTITUTE MOTION:

Council Member Greene made a substitute motion to approve the request to hire two (2) part-time Security Officers for City Hall at \$20.00 per hour, pending successful completion of preliminary testing. Council Member Beard seconded the motion.

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

The motion carried 4/3.

E. Discuss/Approve request to accept bids and award contracts for Highway 82 Right-of-way Annual Maintenance Contract.

Council Member Jones suggested meeting with the Public Works Director to determine if his department could perform this task. Council Member Greene made a motion to meet with the Public Works Director to determine a cost estimate if his department could work overtime and complete this project. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

F. Discuss/Approve request to accept bids and award contracts for Highway 45 landscaping improvements.

Council Member Greene made a motion to table this request to allow the Public Works Director to review and give a cost estimate for this project as in the previous request. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

G. Discuss/Approve advertisement of Request for Proposals for an Environmental Review for the Blight Elimination Program (BEP).

George Irby, part-time Director of Planning and Community Development, came forth and requested to begin the preliminary stages of the Blight Elimination Program (BEP), which is advertising for proposals of an Environmental Review. Council Member Greene made a motion to approve the request to advertise for Request for Proposals for an Environmental Review for the Blight Elimination Program (BEP). Councilwoman Dickeyco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

H. Discuss/Approve Joint Resolution to Sell Real Property.

General Counsel Turnage presented the Joint Resolution to Sell Real Property, being Maxxim Medical. Council Member Beard made a motion to approve the Joint Resolution to Sell Real Property. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

THE JOINT RESOLUTION AND RELATED DOCUMENTS FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

JOINT RESOLUTION TO SELL REAL PROPERTY

Whereas the City of Columbus, Mississippi and Lowndes County, Mississippi are owners of certain real property described in the contract attached hereto as Exhibit 1, together with the improvements to same that are no longer needed for municipal or county purposes; and

Whereas the City and County have an offer from 18.1 Properties, L.L.C. for the purchase of the the property described on Exhibit A to this Resolution, reserving an Easement described in Exhibits B and C to this Resolution for a purchase price of Two Hundred Thousand Dollars (\$200,000) and the other terms set forth in Exhibit 1 to this Resolution; and

WHEREAS, the City and the County are empowered pursuant to Section 57-7-1, to sell or lease surplus government lands for improvement for industrial and commercial purposes upon such terms and conditions as they may prescribe; and

WHEREAS, Lowndes County, acting through its Board of Supervisors and the City of Columbus, acting through the Mayor and City Council have found the property described herein to be surplus and that the Purchaser in Exhibit 1 will use the property for commercial and industrial purposes;

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Columbus and the Board of Supervisors of Lowndes County find that the described property is surplus and not needed for municipal or county purposes and sale of the described property with the terms set forth in Exhibit 1 are fair and reasonable and approved and that the Mayor of the City of Columbus and the President of the Board of Supervisors of Lowndes County are authorized to execute Exhibit 1 and their signatures are ratified and approved and that they are duly additionally authorized to execute closing statements, deeds and other documents in furtherance of the sale of said property.

The above and foregoing Resolution moved for adoption by Council Member Exum and seconded by Council Member Green after due and careful deliberation of the Mayor and City Council, the Mayor recorded the votes on the same as follows:

Ethel Taylor Stewart	voted	<u>yes</u>
Joseph W. Mickens, Sr.	voted	<u>yes</u>
Rusty Greene	voted	<u>yes</u>
Pierre Beard	voted	<u>yes</u>
Stephen Jones	voted	<u>yes</u>
Jacquiline DiCicco	voted	<u>yes</u>

The above and foregoing Resolution was moved for adoption by Supervisor Hairston and seconded by Supervisor Brooks and after due and careful deliberation of Supervisors, the President recorded the votes on the same as follows:

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

Supervisor Holliman
Supervisor Sanders
Supervisor Brooks
Supervisor Smith
Supervisor Hairston

voted aye
voted aye
voted aye
voted aye
voted aye



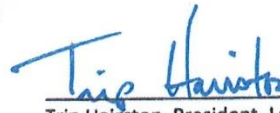
So Approved, Ratified and Adopted on this the 17 day of April, 2023.


Keith Gaskin, Mayor, Columbus, Mississippi

Attest:


James Brigham, Municipal Clerk





Trip Hairston, President, Lowndes County
Board of Supervisors.

Attest:


Cindy Egger Goode, Chancery Clerk

AGREEMENT OF PURCHASE AND SALE

AGREEMENT (this "Agreement") made as of the ____ day of _____ 2023 ("Effective Date"), by and between City of Columbus, Mississippi and Lowndes County, Mississippi ("Seller") and 18.1 Properties, L.L.C., a Mississippi limited liability company, with offices located at 380 Phillips Hill Road, Columbus, MS 39702, or its designee ("Purchaser").

WHEREAS, Seller is the owner and holder of the fee simple estate in and to those certain parcels of land known as and located at the former Maxxim Medical Property off Yorkville Road in Columbus, Lowndes County, Mississippi (the "Land"), as more particularly described in Exhibit "A" annexed hereto and made part hereof;

WHEREAS, Seller desires to sell and convey to Purchaser, and Purchaser desires to purchase, the Premises (as hereinafter defined) pursuant to the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree to the foregoing and as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey, and Purchaser agrees to purchase from

Seller:

- (a) The Land; and
- (b) All buildings, structures and other improvements located on the Land, (the "Improvements").
- (c) The Land, the Improvements and all privileges, rights, appurtenances and interests therein, including any and all leases, licenses, warranties and guarantees with respect thereto and all mineral rights or oil and gas interests not previously reserved by prior owners, and specifically including acceptable ingress and egress to the Land and Improvements from the adjoining public road and the roadway that leads to the back of the main building on the property where the sheriff's shooting range is located, are herein collectively referred to as the "Premises".

2. Purchase Price; Escrow. The purchase price ("Purchase Price") for the Premises shall be the sum of Two Hundred Thousand and 00/100 (\$200,000.00) Dollars, and shall be payable to Seller as follows:

(a) upon the execution and delivery of this Agreement, Purchaser shall make a deposit of Ten Thousand Dollars (\$10,000.00) (the "Deposit") with Stone & Hayes, 128 5th Street North, Columbus, MS 39701, as escrow agent (the "Escrow Agent"), by a check payable to the order of Escrow Agent, the receipt of which is hereby acknowledged by Escrow Agent's execution hereof. Escrow Agent shall place the deposit in a non-interest bearing escrow account in a federally insured financial institution within three (3) days of the date of Escrow Agent's receipt thereof. The Deposit shall be held by the Escrow Agent until disbursed in accordance with the terms of this Agreement. Any and all references in this Agreement to the term "Deposit" shall refer to the aforesaid amount and any accrued interest thereon;

(b) the balance of the Purchase Price in the amount of One Hundred Ninety Thousand and 00/100 (\$190,000.00) Dollars (subject to any credits against the Purchase Price which Purchaser may be entitled to pursuant to the provisions of this Agreement) shall be payable at Closing. The balance of the Purchase Price shall be paid either (i) by certified or official bank check to the order of Seller or as Seller shall direct in such notice, or (ii) by wire transfer

pursuant to such written wire instructions as Seller shall have given to Purchaser in such notice; and

(c) the Deposit shall be held in escrow by Escrow Agent until the Closing (hereinafter defined) has been completed, unless either party shall be entitled to receive the same pursuant to an express provision of this Agreement. The Deposit (but not any interest earned thereon) shall be applied to the Purchase Price at Closing, unless Purchaser shall be entitled to the return of all or a portion of the Deposit pursuant to an express provision hereof. If for any reason the Closing does not occur and either Seller or Purchaser makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within ten (10) business days after the receipt of such notice by the party to whom such notice is forwarded, Escrow Agent hereby is authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the Seller and Purchaser or a final judgment of a court. Seller and Purchaser acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that Escrow Agent shall not be deemed to be liable to Seller or Purchaser for any act or omission on its part with respect to the Deposit unless taken or suffered in bad faith, in willful disregard of this Agreement or of any act or omission of Escrow Agent involving gross negligence. Escrow Agent joins in the execution of this Agreement solely for the purpose of acknowledging its agreement to hold the Deposit pursuant to the terms hereof. Upon the delivery of the Deposit to either Purchaser or Seller pursuant to the provisions of this Agreement or a court of competent jurisdiction, Escrow Agent shall be relieved of all liability with respect to the Deposit. The escrow provided for by this Section 2 is being made for the accommodation of the parties hereto and for no other purpose. Seller and Purchaser, jointly and severally, shall indemnify and hold Escrow Agent free and harmless from and against any and all claims, losses, damages, liabilities and expenses, including reasonable costs of investigations, counsel fees and disbursements, which may be imposed upon or incurred by Escrow Agent in connection with its acting as such hereunder or in any litigation or dispute arising hereunder or involving the Deposit, provided that Escrow Agent shall not be entitled to any fee or other compensation in connection with its duties as Escrow Agent under this Agreement.

3. Closing. The closing of title ("Closing") shall be conducted through escrow with Escrow Agent, on or about the date which is thirty (30) days after the expiration of the Due Diligence Period (as defined in Section 5 below), as same may be extended, or upon such earlier date as may be agreed upon by the parties in writing (the "Closing Date").

4. Land Information; Physical Studies.

(a) Within ten (10) days of the Effective Date, Seller shall deliver to Purchaser complete copies of any soil logs, environmental reports and similar information with respect to the soil conditions of the Premises and the presence of toxic, radioactive or environmentally hazardous substances or pollutants, including, without limitation, any pollutants defined as hazardous or toxic by any federal, state or local law, statute, ordinance or regulation, including, without limitation, asbestos (collectively, "Pollutants"), if any, as well as copies of any title policies, title certificates, surveys, inspections, engineering reports, instruments or documents reflecting liens, mortgages, easements, rights of way, encroachments or other encumbrances that

in any way affect the Premises that Seller has in its possession or is aware of with regard to the Premises.

(b) During the term of this Agreement, Purchaser and its designees, at their own risk and sole cost and expense shall have the right, but not the obligation, to enter upon the Premises for the purpose of inspecting and making surveys and studies of the same, including, but not limited to, Phase I and II Environmental Site Assessments, conducting test borings and other surface and subsurface soil tests, and environmental tests, plans, studies and assessments of the Land and Improvements, and conducting construction, engineering and/or structural evaluations and assessments on the Land and Improvements, or any part thereof, located on the Premises (collectively, "Physical Studies") related to Purchaser's evaluation of the Premises as Purchaser, in its sole discretion, deems necessary or advisable, including, without limitation, tests and studies of the Premises sufficient to determine whether there are any Pollutants or Toxic Materials (as defined below) located on or beneath the surface of the Premises or any contiguous property. In addition, during the term of this Agreement, Purchaser may make such applications and submissions to all applicable governmental authorities in connection with Purchaser's proposed development and/or renovations to the Premises, including, but not limited to, signage applications. Purchaser agrees to repair any damage to the Premises caused by Purchaser's access to the Premises and if this Agreement is terminated, Purchaser shall restore the Premises to the condition existing prior to any damage caused by Purchaser. Purchaser hereby indemnifies and holds Seller harmless from and against any and all claims, damages or injury caused to persons or property arising from Purchaser or Purchaser's agents access to the Premises to perform Physical Studies.

5. Due Diligence Period. From the Effective Date until the Closing Date, Purchaser and its representatives, agents, employees and contractors shall have full access to the Premises for the purpose of inspecting the Premises and conducting such Physical Studies as Purchaser deems necessary or advisable. Purchaser shall have the right to terminate this Agreement if Purchaser, in its sole and absolute discretion, deems the Premises or any aspect thereof or the result of any inquiry or investigation or Physical Study, to be unsatisfactory in any way, provided that Purchaser may only exercise its right to terminate by giving Seller written notice of such termination on or before sixty (60) days after the date Purchaser's attorney receives an executed copy of this Agreement (said 60-day period being referred to as the "Due Diligence Period"). In the event Purchaser elects to terminate this Agreement as set forth in this Section 5, the Deposit shall be returned to Purchaser and, thereafter, neither party shall have any further liability or obligations, except for those obligations that are expressly stated to survive the termination hereof. Purchaser may continue its investigations and inspections of the Premises after the Due Diligence Period. In the event that Purchaser has begun any Physical Studies within the Due Diligence Period, but said Physical Study cannot be completed within the Due Diligence Period, the parties agree that the Due Diligence Period shall be extended to ten (10) days from the date of Purchaser's receipt of the final report on the outstanding Physical Study(ies). The obligation to return the Deposit to Purchaser shall survive the termination of this Agreement.

6. Conditions Precedent. Purchaser's obligations to pay the Purchase Price and to accept delivery of the Deed on or before the Closing Date are subject to the following conditions precedent ("Conditions") being fully satisfied as of the Closing Date:

(a) Seller shall have and shall deliver to Purchaser good and marketable title to the Premises, free and clear of all liens, encumbrances, easements, restrictions, taxes, covenants or other exceptions, except the Permitted Encumbrances (hereinafter defined);

(b) Subject to Purchaser's rights as set forth in Section 7 hereof, no portion of the Premises or of the public roads or other means of access thereto shall have been taken or threatened to be taken by condemnation or the power of eminent domain; and

(f) Seller shall have delivered to Purchaser all of the documents, instruments and other items required by this Agreement.

Purchaser shall have the right to waive the satisfaction, in whole or in part, of any of the foregoing Conditions, but no waiver shall be effective unless same is in writing and duly executed by Purchaser.

7. Condemnation. If prior to the Closing Date any action or proceedings shall be threatened or commenced for the taking of all of the Premises or any part of the Premises which would have an effect on the Premises in any way, or the access thereto, pursuant to the power of eminent domain or otherwise, Seller shall forthwith give prompt written notice thereof to Purchaser. Purchaser at its option may cancel this Agreement at any time thereafter by written notice to Seller; upon the giving of such notice (a) this Agreement shall be null and void and of no further force and effect and the Escrow Agent shall return the Deposit to Purchaser, and (b) neither party shall have any further liability hereunder. Should Purchaser not elect to terminate this Agreement, (i) Purchaser shall have the sole right to appear in and prosecute or defend any condemnation proceeding either in its own name or in the name of Seller, (ii) the Purchase Price shall be reduced by an amount equal to the award in any such action or proceeding, (iii) the award in any such action or proceeding shall be paid to Seller, and (iv) Seller shall convey to Purchaser on the Closing Date that part of the Premises not taken.

8. Seller's Closing Documents. At or prior to the Closing, Seller (where applicable), at their sole cost and expense, in addition to any other documents required under this Agreement, shall deliver to Purchaser, in form and content reasonably acceptable to counsel for Purchaser, Purchaser's title insurance company and counsel for Purchaser's lender, the following:

(a) A warranty deed (the "Deed") conveying to Purchaser good, marketable fee simple title to the Premises subject only to the Permitted Encumbrances, properly executed in form for recording. Seller agrees that if the Purchaser's surveyed legal description is within the legal description in the deed Seller received for the Property, then Seller will include the legal description in the Deed,

(b) a resolution of Seller, if required, authorizing the transaction contemplated herein, in form satisfactory to the title company;

(c) all keys and codes for all of the Improvements;

(d) Such customary affidavits or documents as Purchaser's title insurance company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to Seller's name, and such other documents, resolutions, certificates and instruments as may be reasonably required by such title insurance company in order for Seller to convey to Purchaser title to the Premises free and clear of all liens and encumbrances except for the Permitted Encumbrances; and

(e) Such evidence as shall be reasonably requested by and acceptable to Purchaser and Purchaser's counsel of the authority of Seller and of the persons or parties executing this Agreement and all closing documents on behalf of Seller to enter into and consummate this Agreement and to execute and deliver all documents necessary to consummate the transaction described in or contemplated by this Agreement.

9. Prorations and Closing Expenses.

(a) Seller shall pay all closing costs, except for those closing costs that are specifically the responsibility of Purchaser under Section 9(b) below, including but not limited to: (i) costs of removing any lien, assessment or encumbrance required to be discharged hereunder in order to convey title to each of the Premises as herein provided, including, without limitation, any prepayment penalties or fees incurred in connection therewith; (ii) fees and expenses of Seller's counsel; and (iii) one-half (1/2) of the costs and fees charged by the closing Escrow Agent. All of such Seller's costs shall be credited against, and shall reduce dollar-for-dollar, the Purchase Price payable to Seller at the Closing.

(b) Purchaser shall pay the following items in addition to the Purchase Price payable to Seller at Closing: (i) fees and expenses of Purchaser's counsel; (ii) any cost Purchaser incurs in inspecting the Premises or obtaining Physical Studies of the Premises, including any new surveys; (iii) recording costs for the Deed; (iv) the cost of title searches and title policies Purchaser elects or is required to obtain, and (v) one-half (1/2) of the costs and fees charged by the closing Escrow Agent.

10. Violations. All notes or notices of violations of law, ordinances, orders or other governmental requirements against or affecting the Premises ("Violations") shall be complied with by Seller and the Premises shall be conveyed at Closing free of same. Seller shall furnish to Purchaser an authorization to make the necessary searches therefor. If Seller shall receive any notice of Violation, it shall furnish a true copy of same to Purchaser promptly after receipt by Seller.

11. Exceptions to Title. The Premises are sold and are to be conveyed subject only to the following (collectively the "Permitted Encumbrances"):

(a) Any state of facts which an accurate survey of the Premises may disclose, provided the same do not render title to the Premises unmarketable, do not prevent, restrict, impede or interfere with the improvement of the Premises, or the intended use thereof by Purchaser, or show any encroachments upon the Premises;

(b) Applicable zoning ordinances and building restrictions, provided same do not prohibit or interfere with the improvement of the Premises or the intended use thereof by Purchaser; and

(c) Easements, restrictions and covenants of record, provided same do not prevent, restrict, impede or interfere with the Premises, the improvement of the Premises or the intended use thereof by Purchaser and further provided that same do not provide for forfeiture or reverter in the event of the violation thereof, call for the expenditure of any sum of money by, nor impose any restrictions on, the Premises or its owners.

Any defect, encumbrance or other exception to marketable title that would otherwise qualify as a Permitted Encumbrance under this paragraph but that prevents Purchaser from obtaining a suitable owners or lender's title insurance policy on the Premises, in Purchaser's sole discretion, from the title insurer of their choice shall not be considered a Permitted Encumbrance under this Agreement. After the date of this Agreement, Seller shall not further encumber the Premises or enter into any agreement which create exceptions to marketable title, except for Monetary Encumbrances (as hereinafter defined) which by their terms shall be payable at or prior to the Closing. If examination of title to the Premises shall reveal one or more defects, encumbrances or other exceptions to marketable title which are not Permitted Encumbrances, Purchaser agrees to notify Seller thereof within ten (10) business days following the expiration of the Due Diligence Period, as same may be extended, and Seller shall cause same to be removed on or before the Closing Date and Seller shall be entitled to adjourn the Closing Date for a period

not to exceed thirty (30) days in connection therewith. Seller shall take whatever actions are necessary, including, without limitation, payment of money, to deliver to Purchaser good, marketable title to the Premises, subject only to the Permitted Encumbrances. Anything in this Agreement to the contrary notwithstanding, if the examination of title shall reveal an encumbrance or other exception to marketable title which can be cured by the payment of money, by bonding with money or additional collateral or by deposit with a Court of money only (such as a mortgage, mechanics lien, writ of attachment or judgment) ("Monetary Encumbrance") and Seller does not cure such Monetary Encumbrance at or prior to the Closing, Purchaser shall have the right to cure the title exception by deducting the amount required to cure same from the balance of the Purchase Price due on Closing. If Seller shall be unable (as opposed to refusing to do so or defaulting hereunder) to convey title to the Premises in accordance with the provisions of this Agreement, Purchaser, at its option, may either (i) accept such title as Seller can convey without any reduction in the Purchase Price, or (ii) terminate this Agreement, in which event Escrow Agent shall refund the Deposit to Purchaser and upon such refund, neither party hereto shall have any further rights, obligations or liabilities under this Agreement (except such thereof as, by the terms of this Agreement, specifically survive a termination hereof).

12. Default; Liquidated Damages.

(a) **Seller's Default.** In the event of a default under this Agreement by Seller of any term, provision, or obligation on Seller's part to be kept and performed, Purchaser may either (i) sue for damages, or (ii) terminate this Agreement, in which event the Escrow Agent shall deliver the Deposit and all extension deposit(s), if made, to Purchaser. Notwithstanding anything to the contrary contained herein, if there is any default by Seller hereunder, such default shall not be effective until expiration of fifteen (15) days after Purchaser shall give to Seller, at the address set forth in Section 23 hereof, written notice of such default, which notice shall afford to Seller the option within such fifteen (15) day period to cure the default in accordance with the notice given by Purchaser.

(b) **Purchaser's Default.** Except as otherwise specifically stated in this Agreement, in the event of a default under this Agreement by Purchaser of any term, provision, or obligation on Purchaser's part to be kept and performed, Seller, as its sole and exclusive remedy at law or in equity, may terminate this Agreement, in which event Seller shall be entitled to retain the Deposit as liquidated damages and not as a penalty or forfeiture, and neither party hereto shall have any further rights, obligations or liabilities under this Agreement. It is understood and agreed by the parties hereto that such actual damages as Seller may suffer in the event of a default by Purchaser as described in this Section 12(b) would be extremely difficult and impracticable to ascertain, and that the payment of the Deposit to Seller is the parties' best current estimate of such damages. Notwithstanding anything to the contrary contained herein, if there is any default by Purchaser hereunder, such default shall not be effective until expiration of fifteen (15) days after Seller shall give to Purchaser, at the address set forth in Section 23 hereof, written notice of such default, which notice shall afford to Purchaser the option within such fifteen (15) day period to cure the default in accordance with the notice given by Seller.

13. Broker. Seller and Purchaser represent and warrant to the other that it dealt with no broker with respect to this transaction and agree that they shall indemnify and hold the other harmless from and against any loss, damage and liability including, without limitation, reasonable attorneys' fees, as a result of a breach of the foregoing representation and warranty.

14. Damage by Fire or Other Casualty. This Agreement is conditioned upon the delivery of the Premises in its present condition. In the event of damage to or destruction of all or part of the Premises by fire, storm, vandalism, intentional acts or other casualty before Closing, Purchaser may, at its option, declare this Agreement void and shall be entitled to a full return of the Deposit from the Escrow Agent and neither party hereto shall have any further rights, obligations or liabilities under this Agreement, or Purchaser may elect to complete the transaction in accordance with this Agreement provided the Premises is restored by Seller at Seller's expense prior to Closing or any agreed upon extension thereof in writing.

15. Seller's Option to Lease Part of the Premises. For and in consideration of the mutual covenants and other consideration recited herein, Seller shall have the option to lease 60,000 square feet of the main building on the Premises, the exact location of which is to be determined and designated solely by Purchaser, for use by the Lowndes County Sheriff's Department and/or City of Columbus as storage and for use as office space by the Lowndes County Coroner's office for a period of twelve (12) months from the Closing Date at a rental rate of \$1.00 per month. Should Seller wish to exercise this option, Seller shall provide written notice to Purchaser of its intent to exercise the option no later than five (5) days prior to the Closing Date. In the event this option is exercised by Seller, Seller and Purchaser shall enter a separate lease agreement fully memorializing the terms of Seller's lease at Closing. Seller agrees that, in the event it elects to exercise its option hereunder, the lease agreement with Purchaser hereunder shall provide that Seller will add Purchaser and Apex Ammunition, LLC as certificate holders under its liability and casualty insurance coverage for the leased portion of the Premises, and Seller's operations on or around the Premises, if permitted by Seller's insurer and applicable law. In the event Seller wishes to continue this lease beyond the aforementioned 12-month period, the parties shall negotiate new lease terms to be agreed upon between the parties prior to or after the expiration of the 12-month period.

16. Assignment. Provided that Purchaser continues to remain liable for all of Purchaser's obligations hereunder, Purchaser may assign this Agreement and its rights hereunder without Seller's prior written consent, including to any affiliate, subsidiary or parent of Purchaser or to an entity controlled by or in common control of Purchaser. Notwithstanding any such assignment, it is understood and agreed that the assignee will agree in writing to be bound by the terms and conditions of this Agreement.

17. Purchaser's Representations; Seller's Representations; Seller's Covenants Pending Closing.

(a) **Purchaser's Representations.** Purchaser hereby acknowledges and represents that neither Seller nor any person or party on behalf of Seller has made any representation of any nature whatsoever not specifically set forth in this Agreement upon which Purchaser has relied in entering into this Agreement or upon which Purchaser shall rely in consummating the transactions described in or contemplated by this Agreement; and Purchaser further acknowledges and represents that it has not been induced to execute this Agreement by any act, statement, representation, warranty, covenant, undertaking, agreement or promise of Seller or any agent of Seller except by such representations, warranties, covenants, conditions and agreements as are expressly set forth in this Agreement.

Further, Purchaser represents that:

(i) Purchaser has obtained any and all necessary authority to enter into this Agreement and taken any and all corporate action necessary to make this Agreement binding upon Purchaser; and

(ii) the individual or individuals signing this Agreement on behalf of Purchaser has/have been fully authorized to do so by Purchaser by all action necessary to accomplish that goal and his/her/their signature(s) hereof are sufficient to bind Purchaser to the terms of this Agreement.

(b) **Seller's Representations.** Seller hereby represents and warrants to Purchaser solely as to the following matters, each of which is so warranted to be true and correct as of the date hereof, shall, as a condition to Purchaser's obligations hereunder, be true and correct on the Closing Date and shall survive for a period of six (6) months after the Closing Date:

(i) Seller is the sole owner of and has good, marketable title to the Premises free and clear of all liens, encumbrances, mortgages, security agreements, licenses, claims, encroachments, covenants, conditions, judgments, easements, rights of way, leases, tenancies, rights of occupants and other matters affecting title, subject only to the Permitted Encumbrances and any lender's lien which is to be released at or before Closing;

(ii) Seller has entered into no other presently effective agreement to sell the Premises, or any portion thereof; nor has it granted any presently effective option for the sale of the Premises or any portion thereof or right of first refusal with respect thereto;

(iii) Seller has received no written complaint or written notice of any violation of any law, ordinance or governmental regulation or code affecting the Premises which has not been corrected;

(iv) Seller is not now a party to any litigation and Seller knows of no litigation or threatened litigation affecting the title to the Premises and Seller shall give to Purchaser prompt notice of the institution of any such litigation prior to the Closing Date;

(v) Seller has the full right, power and authority to enter into this Agreement and to execute and deliver all other instruments and documents contemplated hereby and to consummate the purchase of the Premises and perform all of Seller's other obligations under this Agreement, and Seller has obtained any and all necessary authority to enter into this Agreement and taken any and all governmental or corporate action necessary to make this Agreement binding upon Seller;

(vi) the individual or individuals signing this Agreement on behalf of Seller has/have been fully authorized to do so by Seller by all action necessary to accomplish that goal and his/her/their signature(s) hereof are sufficient to bind Seller to the terms of this Agreement;

(vii) there are no real estate or personal property taxes assessed against the Premises, nor shall any be assessed for prior years, and no special assessments of any kind (whether from improvements or bonds or otherwise) which are outstanding or unpaid have or will be levied against the Premises prior to Closing;

(viii) With respect to hazardous and toxic materials: (i) Seller has no knowledge of any current use of the Premises involving the use, generation, release, treatment, discharge, emission, storage, handling, transportation or disposal of "Toxic Materials" (as hereafter defined); (ii) to the best of Seller's knowledge, the Premises is presently free from contamination by or the presence of Toxic Materials, and the activities conducted thereon do not pose any significant hazard to human health or the environment or violate any applicable federal, state or local statutes, laws, ordinances, rules, regulations, orders, decrees, requirements or guidelines pertaining to Toxic Materials (collectively "Environmental Laws"); and (iii) Seller has not received any complaint, order, citation or notice relating to the happening of any event involving the use, generation, release, treatment, discharge, emission, handling, storage, transportation, disposal or cleanup of any Toxic Materials or other environmental, health or safety matters

affecting the Property. For the purposes of this Agreement, "Toxic Materials" includes but is not limited to mold, asbestos, radon, polychlorinated biphenyls, petroleum products, and other waste, substances or materials described as hazardous, toxic, polluting or dangerous under any Environmental Laws. Notwithstanding the foregoing, Purchaser and Seller agree that the term "Toxic Materials" shall not be deemed to include any insecticides, pesticides and other chemicals legally used by Sellers in the ordinary course of farming or for other agricultural purposes;

(ix) other than the Seller, there are no parties in possession of any portion of the Premises whether as lessees, tenants of any type or any other claim, nor are there any parties who may have or may claim to have any possessory rights to any of the Premises; and

(x) there are no contracts which are in effect with respect to the Premises including WRP, CRP or other agreement with the USDA.

(c) **Seller's Covenants Pending Closing.** Seller covenants and agrees that between the date hereof and the Closing Date, Seller:

(i) shall not grant, create any rights in any third parties affecting the Premises or any part thereof without the consent of Purchaser;

(ii) shall not construct any new buildings, structures or other improvements on the Premises; and

(iii) shall not make any renovations, alterations or demolition to the existing structures or improvements on the Premises.

18. Binding Effect. This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, heirs, administrators, executors, successors and assigns.

19. Merger; Amendment.

(a) **Merger.** This Agreement embodies the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior negotiations, agreements and understandings, written or oral, formal or informal, all of which are deemed to be merged herein.

(b) **Amendment.** No termination or amendment of or modification to this Agreement of any kind whatsoever shall be made or claimed by Seller or Purchaser, and no notice of any extension, change, modification or amendment made or claimed by Seller or Purchaser (except with respect to permitted unilateral waivers) shall have any force or be of any effect whatsoever, unless the same is in writing and signed by Seller and Purchaser.

20. Pronouns. All pronouns and nouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, and the singular or plural, as the identity of the parties or the sense of the context may require.

21. Invalidity. If any term or provision of this Agreement shall to any extent or for any reason be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be valid and enforceable to the fullest extent permitted by law, subject to such modification hereof as may be necessitated by such invalidity, illegality or unenforceability.

22. Applicable Law. This Agreement, and all questions of interpretation hereof and all controversies hereunder, shall be construed in accordance with and governed by the laws of the State of Mississippi.

23. Notice. Any notice, demand, request or other communication made, given, required or permitted pursuant to this Agreement shall be sufficient if it is (a) in writing, (b) delivered either (i) personally against written receipt, or (ii) mailed by certified or registered

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

United States first-class mail, return receipt requested, postage prepaid, (iii) delivered by a nationally reputable overnight carrier service providing for receipted delivery, or (iv) by email (provided a copy is contemporaneously sent by one of the other methods above), and (c) addressed to the party for whom intended, as follows:

If to Seller: Keith Gaskin, Mayor, City of Columbus
P.O. Box 1408
Columbus, MS 39703-1408
kgaskin@columbusms.org

Trip Hairston, President Lowndes County Board of Supervisors
thairston@lowndescountymms.com

With a copy to: Jeff Turnage
Mitchell McNutt & Sams, PA
P.O. Box 1366
Columbus, MS 39703-1366
jturnage@mitchellmcnutt.com

And

Tim Hudson
Sims and Sims, P.A.
thudson.simsandsims@yahoo.com

If to Purchaser: Jason Lonsberry
18.1 Properties, LLC
380 Phillips Hill Road
Columbus, MS 39702
jason@apexmunition.com

With a copy to: Price W. Donahoo, Esq.
Donahoo Law Firm, PLLC
Post Office Box 1549
Madison, MS 39130
price@donahoolawfirm.com

Either party may designate by notice given to the other a new address to which notices or other communications intended for such party shall thereafter be given. Unless otherwise stated in this Agreement, a notice or other communication shall be deemed given on either (a) the date personally delivered against written receipt (including via email), or (b) one (1) business day after delivery to overnight courier service for next day delivery, or (c) three (3) business days after being deposited in the United States mail in the manner aforesaid.

24. Calculation of Time. Whenever in this Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days and the first day thereof shall not be counted in totaling the days; provided, however, that when any period of time so stated would

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

end upon a Saturday, Sunday or legal holiday, such period shall be deemed to end upon the next day following which is not a Saturday, Sunday or legal holiday.

25. Waivers; Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

26. Delays. In any case where either party hereto is required to do any act, delays caused by or resulting from act of God, war, civil commotion, riots, fire or other casualty, labor difficulties, general shortages of labor, materials or equipment, appeals, governmental regulations, restrictions or orders, travel restrictions, quarantines or moratorium, pandemic, epidemic, force majeure or other causes beyond such party's reasonable control, shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time, a fixed period of time, or "a reasonable time".

27. Survival. Unless otherwise specifically stated herein, neither this Agreement nor any of the covenants, conditions, representations, warranties, indemnities or other terms or provisions hereof shall survive the closing of title.

28. Incorporation by Reference. All documents, instruments, schedules and other matters attached to this Agreement as exhibits are specifically made a part hereof and incorporated herein by the reference thereto in this body of this Agreement.

29. Captions. Captions are used in this Agreement solely for convenience of reference and shall neither be considered a part of this Agreement nor affect the construction to be given any of the provisions hereon.

30. Counterparts. This Agreement may be executed in duplicate originals, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.

SELLER:

CITY OF COLUMBUS, MS

BY: Keith Gaskin
Keith Gaskin, Mayor

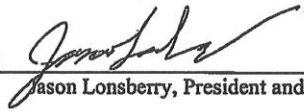
LOWNDES COUNTY, MS

BY: Trip Hairston
Trip Hairston, President of the Board of
Supervisors

PURCHASER

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

18.1 PROPERTIES, L.L.C.

BY: 
Jason Lonsberry, President and Manager

ESCROW AGENT:

STONE & HAYES

BY: 
Jack Hayes, Esq.

Exhibit A

Beginning at an old iron pin located in the Southwest corner of Section 24, Township 18 South, Range 18 West, Lowndes County, Mississippi, and from said initial point run thence North 1° 17' 25" West for a distance of 593.6 feet to the initial point of beginning of the property hereby described and conveyed; from said initial point thence North 89° 01' East for a distance of 530.0 feet to the center line of a ditch; run thence North 9° 58' 10" West for a distance of 727.5 feet; run fence South 88° 37' 35" West for a distance of 420.0 feet; run fence South 1° 17' 25" East for a distance of 717.4 feet to the initial point of beginning of the property hereby described and conveyed; said tract containing 7.83 acres, more or less, and lying and being situated in the Southwest Quarter (SW 1/4) of Section 24, Township 18 South, Range 18 West, Lowndes County, Mississippi.

There is reserved from this description a non-exclusive ingress and egress easement, for use of the Seller and its officers, agents, licensees, employees, contractors, invitees (Seller) said easement to begin at the Southwest corner of the Property described herein and running generally Easterly to the property of the Seller lying East of the property hereby described and conveyed. The exact location of said easement shall be determined and identified by a survey to be obtained by Seller at Seller's cost and the proposed location thereof shall be subject to the agreement by Purchaser. The exact location of the easement shall be determined prior to the expiration of the Due Diligence Period. In the event Seller and Purchaser cannot agree upon the location of the proposed easement, this Agreement may be terminated, at the option of either Purchaser or Seller, upon written notice to the other party prior to the expiration of the Due Diligence Period. Additionally, Seller and Purchaser hereby agree that the instrument providing Seller with this easement shall contain language requiring Seller to refrain from damaging the Premises through their use of the easement, to refrain from interfering with Purchaser's business on the Premises through their use of the easement, and stating that Seller shall be responsible for performing any maintenance or repairs to the Premises necessary due to their use of the easement. As well, the Seller and Purchaser hereby agree that the instrument providing Seller with this easement shall contain language that Purchaser shall refrain from interfering with Seller's use of the Easement and Purchaser shall be responsible for performing any maintenance or repairs to the Easement made necessary from Purchaser's use of the Easement.

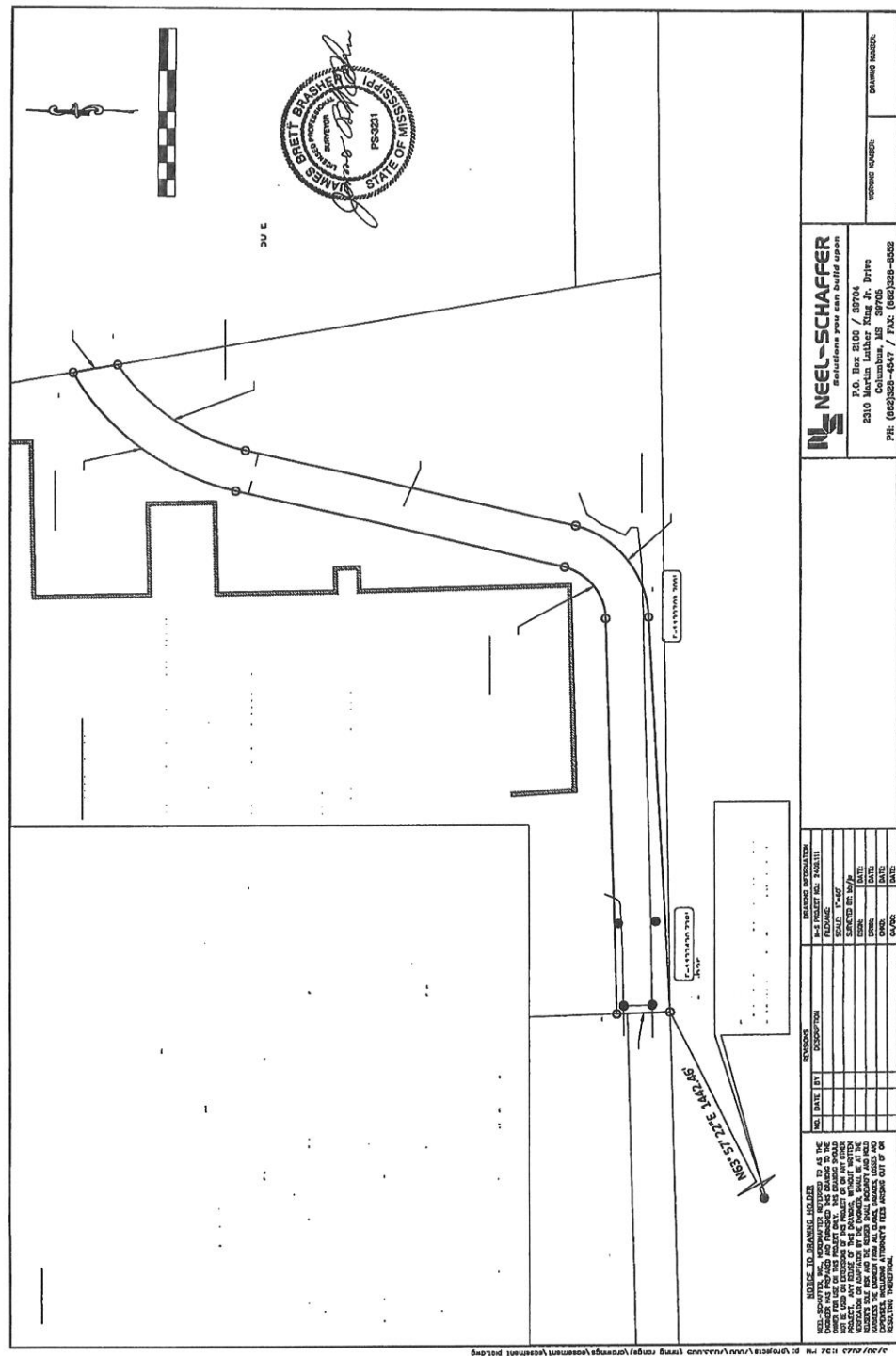
MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023

Description

The following description is based on the Mississippi State Plane Coordinate System, East Zone, NAD 83, grid values, US Feet, using a scale factor of 0.99997197253 and a grid to geodetic azimuth angle of (+) 00 degrees 15 minutes 02.3 seconds developed at the approximate center of the following described tracts.

Commencing at a found magnail at the Southeast corner of the West Half of the Southeast Quarter of Section 23, Township 18 South, Range 18 West, Lowndes County, Mississippi; thence North 63 degrees 57 minutes 22 seconds East a distance of 1442.46 feet to a set ½" rebar at the Southwest corner of a parcel of land being tract 1 of Deed Book 2008 at page 4935 on file in the Chancery Clerk's Office of Lowndes County, Mississippi, said point being the Point of Beginning of the herein described easement; thence North 86 degrees 57 minutes 15 seconds East a distance of 283.47 feet to a set ½" rebar; thence along a curve to the left with an arc length of 88.63 feet, a radius of 70.04 feet, a chord bearing of North 52 degrees 12 minutes 38 seconds East and a chord length of 82.83 feet to a set magnail; thence North 13 degrees 00 minutes 06 seconds East a distance of 241.50 feet to a set magnail; thence along a curve to the right with an arc length of 112.16 feet, a radius of 152.67 feet, a chord bearing of North 34 degrees 02 minutes 50 seconds East and a chord length of 109.65 feet to a set ½" rebar on the East line of said Tract 1; thence, along said East line, North 9 degrees 41 minutes 47 seconds West a distance of 32.58 feet to a set ½" rebar; thence, leaving said East line and along a curve to the left with an arc length of 148.08 feet, a radius of 182.67 feet, a chord bearing of South 36 degrees 13 minutes 31 seconds West and a chord length of 144.06 feet to a set chiseled "X" in concrete; thence South 13 degrees 00 minutes 06 seconds West a distance of 240.62 feet to a set magnail; thence along a curve to the right with an arc length of 50.00 feet, a radius of 40.04 feet, a chord bearing of South 52 degrees 41 minutes 18 seconds West and a chord length of 46.81 feet to a set magnail; thence South 88 degrees 27 minutes 31 seconds West a distance of 283.56 feet to a set ½" rebar; thence South 01 degree 50 minutes 01 second East a distance of 37.44 feet to the Point of Beginning, containing 0.52 acres, more or less, and lying in the Southwest Quarter of Section 24, Township 18 South, Range 18 West, Lowndes County, Mississippi.

MINUTES OF THE MAYOR
AND CITY COUNCIL MEETING
APRIL 18, 2023



I. Discuss/Approve authorization for the Mayor to execute lease purchasing financing, subject to General Counsel review and approval for Motorola Radios.

Council Member Beard made a motion to approve the request authorizing the Mayor to execute Lease Purchasing Financing, subject to General Counsel review and approval for Motorola Radios. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

**THE MOTORLOA EQUIPMENT LEASE-PURCHASE AGREEMENT
FOLLOWS:**

(The Lease-Purchase Agreement will be inserted in the body of the minutes and minute book when the signed document is received)

(THIS SPACE LEFT BLANK INTENTIONALLY)

J. Discuss/Approve request to fill vacant contract position as Farmers' Market Manager.

Pat Mitchell, HR Director, remarked that this contract position has been advertised internally and externally. One (1) application was received and the applicant has been interviewed by the Director of Facilities, Rogena Bonner, and the HR Director. We recommend that you hire Ms. Liz Paine as the Market Manager at \$15.00 per hour during the open season and hours of the Farmers' Market. Council Member Beard made a motion to approve the request to hire Ms. Liz Paine as Market Manager for the Farmers' Market during the open season at \$15.00 per hour. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

ITEM MOVED FROM THE CONSENT AGENDA:

K. Discuss/Approve for budgeted \$10,000.00 Appropriation Request of Blaze Morale Fund – Golden Triangle Development LINK.

COO Jammie Garrett remarked that this item was budgeted and appropriated and the funds are now being requested. Councilwoman Dicicco made a motion to approve the appropriated amount of \$10,000.00 to the Blaze Morale Fund – Golden Triangle Development LINK. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

CLOSED DETERMINATION:

Councilwoman Stewart 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 COO, the CFO, and the HR Director, exited the meeting.

Mayor Gaskin apprised the Council of one (4) personnel matters involving job performance of an employees in various departments and remarked that these matters warrant being heard in Executive Session.

Councilwoman Stewart made a motion to go in Executive Session to discuss four (4) personnel matters. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

The COO announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss four (4) personnel matters.

POLICY AGENDA:

L. Discuss/Approve request to hire a Staff Accountant in the Finance and Administration Department

The CFO discussed the need of an individual with strong accounting background to assist with preparing and maintaining financial records to track the City's assets, liabilities, cash receipts, accounts receivable and billings and requests approval to hire a Staff Accountant. Council Member Greene made a motion to approve the request and authorize the Human Resources Director to begin advertising to fill the position. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion passed 6/0.

ADJOURNMENT:

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

Approved by: _____
Keith Gaskin, Mayor

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