

MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS July 1, 2025

The Mayor and City Council met in Regular Session on Tuesday, July 1, 2025 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Stephen Jones presided over the meeting and all Council Members were present. Also present were the General Counsel, the COO, CFO, the Police Chief, HR Director, and all other Department Heads. Former Mayor, Keith Gaskin, passed the gavel to newly elected Mayor, Stephen T. Jones.

I. CALL TO ORDER AND INVOCATION:

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

II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA:

Councilwoman Stewart made a motion to approve the Agenda as prepared. Councilman Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

III. APPROVE MINUTES FOR THE SPECIAL CALLED MEETING OF JUNE 26, 2025.

Councilman Spears made a motion to approve the Minutes for the Special Called Meeting of June 26, 2025. Councilwoman Harris seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

IV. APPROVE DOCKET OF CLAIMS:

Councilman Smith made a motion to approve the Docket of Claims for July 1, 2025 in the amount of \$371,313.55. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

V. CONSENT AGENDA:

- A. Approve reappointment of Gary "Street" Goodwin, Esq. as Interim Municipal Court Judge.
- B. Approve reappointment of Nicole Clinkscales, Esq. as Interim City Prosecutor.
- C. Approve reappointment of Amanda Meadows, Esq. as Interim Public Defender.
- D. Approve request to advertise for the positions of Court Administrator, Deputy Court and Court Clerk.
- E. Approve renewing surety bonds for Councilwoman Ethel Stewart, Ward I, Councilman Rusty Greene, Ward III, Chief Operating Officer Jammie Garrett, Chief Financial Officer/City Clerk James Brigham and Accountant Linda Holliman.
- F. Approve surety bonds for Mayor Stephen Jones, Councilman Roderick Smith, Ward II, Councilwoman Lavonne L. Harris, Ward IV, Councilman Gregory Jefferson, Ward V, Councilman Jason Spears, Ward VI, Deputy City Clerk, Patricia Mitchell, Recreation Director Greg Lewis, Court Administrator, Facilities Director Rogena Bonner, Building Inspector Nathan Katona, and Landfill Scale Operator.
- G. Approve expenditure request of \$3,000.00 for five (5) sites (\$600.00 per site) for the August 5, 2025 National Night Out on Crime, with funds to be taken from Advertising City Resources, 001-004-695, pursuant to Section 17-3-1 of the Mississippi Code, which finds that said amount is a legitimate expense that will advertise and bring into favorable notice the opportunities, possibilities and resources to the City of Columbus.
- H. Approve request to accept donation of (1) utility trailer from Keep Mississippi Beautiful for the Code Enforcement department.
- I. Approve request for Fire and Rescue personnel, Baron McKee, to attend "NFPA 1041 Fire Service Instructor" to be held in Jackson, MS, and approve payment of registration, lodging, use of city vehicle for travel, reimbursement of meal expenses and any other expenses, total estimated cost is \$500.00.

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- J. Approve request for Fire and Rescue personnel: Preston Long and DeAndra Lewis, to attend “Haz-Mat Awareness and Operations (A & O)” to be held in Jackson, MS, and approve payment of registration, lodging, use of city vehicle for travel, and reimbursement of meal expenses, total estimated cost of \$400.00.
- K. Approve request four (4) Fire and Rescue personnel: Dalton Cook, Colton Birmingham, Tavonta Macon and Zachary Anderson, to attend “Emergency Medical Technician (EMT) review course” to be held in Jackson, MS, and approve payment of registration, lodging, use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of \$250.00.
- L. Approve request for Victims’ Advocate, Dorothy Sanders, to attend “Apply Yourself Advocacy Convening 2025” to be held in Biloxi, MS and approve travel expenses in the amount of \$358.40.
- M. Approve request for Crime Lab Director, Claudette Gilman, to attend “Digital Forensics” via an on-line self-paced course with a registration fee of \$3,499.00.
- N. Approve permit request submitted by Sharon Jones, on behalf of Paroled 2 Pride and 15th Street Church, to host a “Back to School Drive” to be held on July 18, 2025, from 11:00 a.m. until 2:00 p.m. at 15th Street Church, 917 – 15th Street North, blocking 15th Street North at 9th and 10th Avenue North. See *attached flyer*.
- O. Approve request for CPD personnel, Jaylan Barry, to attend “Search/Arrest Warrant Service Operator Level 1” to be held in Meridian, MS, and approve use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of \$186.00.
- P. Approve request for CPD personnel to attend “Executing Search Warrants” to be held in Meridian, MS and approve use of city vehicle for travel and reimbursement of meal expenses, total estimated cost of \$186.00.
- Q. Approve request for CPD personnel: Bryan Moore and Kimberly Hayes, to attend “NOBLE 49th Annual Training Conference” to be held in Hollywood, FL, and approve payment of registration, use of city vehicle for travel, lodging and reimbursement of meal expenses, total estimated cost of \$5,368.00.
- R. Ratify permit request submitted by Angela Verdell, on behalf of Stephen Chapel M. B. Church, to host “Vacation Bible School” held on June 27, 2025

- from 5:30 p.m. until 7:30 p.m., blocking Joe Lee Peoples Loop at 6th and 7th Avenue North.
- S. Request for Interim Planner, George Irby, to attend the Tenn-Tom Waterway Development Council Annual Meeting, to be held in Point Clear, AL at a cost of \$1,363.00, plus additional transportation cost.
- T. Accept letter of Resignation from Court Administrator, Wendy Blunt, effective July 14, 2025, and approve compensation of unused vacation leave, up to 240 hours.
- U. Accept voluntary resignation from Stephanie Buchanan.
- V. Approve Facilities Usage Permit for Southside Blues Festival.
- W. Approve Facilities Usage Permit for Sim Scott.

Councilman Spears made a motion to approve the Consent Agenda as presented. Councilwoman Harris seconded the motion. The Mayor called for discussion. There being no other discussion, all Council Members voted in favor of same, with a unanimous vote, 6/0.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

A. COMMENTS FROM MAYOR AND COUNCIL

Mayor Jones asked members of the Council if they had any remarks or announcements. There were none.

Mayor Jones offered the following announcements:

- The City of Columbus has a “No Fireworks” Ordinance in the City of Columbus prohibiting citizens from firing fireworks.
- Fireworks on the Water will be held at the Lock and Dam on July 4, 2025. Gates will open at 5:00 p.m. and the Fireworks show will begin at dark.
- The Southside Festival will be held July 3 – 5, 2025. Citizens are encouraged to attend.

B. SPECIAL RECOGNITION – Barbara Bigelow

Mayor Jones presented a Proclamation to Ms. Barbara Bigelow, Director of Main Street, honoring her for pouring out her love and adoration to the heart of downtown Columbus named the recipient of the Charles Beasley Outstanding Director of the Year and Scholarship Award by Mississippi Main Street.

C. Board Vacancies

Jammie Garrett, COO, announced vacancies on various boards, as follows:

MUNICIPAL ELECTION COMMISSION

5 Vacancies, 4-Year Terms, all terms expire 6/30/2025.

Appointments will be made July 1, 2025.

APPLICANTS:

Penesha McDowell Harrison

Jamonica Short

Robert Raymond

Linda Harris

Gail Clark

Josh Clemons

Irma Moore

Councilwoman Stewart made a motion to reappoint **Penesha McDowell Harrison** and **Linda Harris** to the Municipal Election Commission for a 4-Year Term, until June 30, 2029. Councilman Smith seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Councilman Spears made a motion to appoint **Josh Clemons** to the Municipal Election Commission for a 4-Year Term, until June 30, 2029. Councilman Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Councilwoman Harris made a motion to appoint **Gail Clark** to the Municipal Election Commission for a 4-Year Term, until June 30, 2029. Councilman Smith seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Councilman Smith made a motion to appoint **Irma Moore** to the Municipal Election Commission for a 4-Year Term, until June 30, 2029.

Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

BOARD OF ADJUSTMENT & APPEALS OF DEVELOPMENT CODES

1 Vacancy, 3-Year Term, Quinn Brislin's Term Expires 7/02/2025.

Appointment will be made July 1, 2025.

APPLICANT

Quinn Brislin

Councilwoman Stewart made a motion to reappoint Quinn Brislin to the Board of Adjustment & Appeals of Development Codes for a 3-Year Term, until July 2, 2028. Councilman Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

CONVENTION & VISITORS BUREAU

1 Vacancy, 3-Year Term, Term expires 3/03/2026. Whirlie Byrd resigned June 17, 2025.

Appointment to fill the unexpired term will be made August 5, 2025.

APPLICANT

David Armstrong

REDEVELOPMENT AUTHORITY

1 Vacancy, 5-Year Term, Term expires 9/05/2027. Jason Spears resigned June 27, 2025.

Appointment to fill the unexpired term will be made August 5, 2025.

APPLICANT

There are no applicants at this time.

VII. CITIZENS INPUT AGENDA:

A. CARL A. LEE – Economic Development / Environmental Concerns

Carl Lee was not present.

B. GEORGE LOWE – Community Development Survey Data

George Lowe appeared before the Mayor and Council and congratulated the Mayor and newly elected council members for a successful campaign. Mr. Lowe thanked everyone that completed the surveys he launched regarding Community Development and published the results of same to the Mayor and City Council.

VIII. POLICY AGENDA:

A. Discuss/Approve Derelict Property Docket

JAMES U. CONNER / WILLTTA CONNER

127 Gaylane Drive

CASE NUMBER: 25-0174

Accumulation of Rubbish & Garbage

The General Counsel called cause number **25-0174**. No one appeared. Code Enforcement Officer Sasha James stated that the owner of this property has made improvements to the conditions of the property and recommended giving the property owner a **10-day extension** to remediate the property. The property is in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code. Councilwoman Stewart made a motion to give the property owner a **10-day extension** to remediate the property. Ms. James also recommends that an Order be issued for the property in accordance with Section 21-19-11 of the Mississippi Code, stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and remove rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Councilman Spears seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

TUPAC O'NEAL

512 18th Street North

CASE NUMBER: 25-0188

Property Maintenance Code Violation

The General Counsel called cause number **25-0188**. 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. Councilman Greene 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. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

ROBERT RAYMOND

520 7th Street North

CASE NUMBER: 25-0189

Overgrown Lot

The General Counsel called cause number **25-0189**. 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. Councilman Greene 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. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

MARIO MURRAY

917 17th Street North

CASE NUMBER: 25-0192

Property Maintenance Code Violation

The General Counsel called cause number **25-0192**. 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. Councilman Greene 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. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

JEFFREY CARTER ENTERPRISES LLC

279 Pandora Drive

CASE NUMBER: 24-0204

Overgrown Lot

Accumulation of Rubbish & Garbage

The General Counsel called cause number **25-0192**. No one appeared. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Councilman Greene 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. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

\$250.00 OR LESS CASES:

Code Enforcement Officer, Sasha James, presented seven (10) cases, \$250.00 or less for adjudication. Councilman Greene made a motion to accept the notices for property clean-up of properties \$250.00 or less to be adjudicated according to statute. Councilwoman Harris seconded the motion.

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All Council Members voted in favor of the motion.

The motion carried 6/0.

THE LIST FOLLOWS:

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JULY 1, 2025

\$250 OR LESS Derelict Properties for July 1, 2025 Mayor and City Council Meeting

Case # and Violation	Ward	Name and Address	Notes
25-0213 <i>Overgrown Lot</i>	2	PATRICK / JOANN DAUGHERTY 245 Alabama Street	
25-0215 <i>Overgrown Lot</i>	1	GENNETTE / JOHN ROBINSON 1012 14th Street South	
25-0222 <i>Overgrown Lot</i>	1	RES REAL ESTATE LLC 6th Street South	
25-0226 <i>Overgrown Lot</i>	4	BRYANT COOK 517 20th Street North	
25-0227 <i>Overgrown Lot</i>	4	EMMETT MICKENS 20th Street North	
25-0229 <i>Overgrown Lot</i>	1	ROBERT JAMES 22nd Street South	
25-0230 <i>Overgrown Lot</i>	1	TIMOTHY BARNES / GEORGES RITZA S. Pickensville Road	
25-0232 <i>Accumulation of Rubbish & Garbage</i>	5	ADAM / SHELLIE HOLMES 1004 Bennett Avenue	
25-0235 <i>Overgrown Lot</i>	5	DESHAWNE PEAK 619 12th Street North	

25-0240 <i>Accumulation of Rubbish & Garbage</i>	5	HARDIN PROPERTIES LLC 1121 3rd Avenue North	
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NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (Effective 7/1/2022)

DAUGHERTY PATRICK W/O ANN-TR
8901 BALCON AVE
NORTH RIDGE, CA 91325

RE: 245 ALABAMA ST
APN: 62W100101400
Case No: CE-25-0213
Officer: Sasha James - Ward: 2

Date: June 9, 2025

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:

- [X] 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 16th day of June, 2025, 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)(4)(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 generally posted, and at city hall or another place in the municipality where such notices are 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 in aggregate amount of One Thousand Dollars (\$1,000.00) per year. The governing authority may assess the same actual costs, administrative costs, and 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 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 9th day of June, 2025.

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: June 9, 2025

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

This Notice was posted at the City Building Inspection Office on: June 9, 2025

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: June 9, 2025

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

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MAYOR AND CITY COUNCIL
JULY 1, 2025



NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-1(2) OF THE MISSISSIPPI CODE (Effective 7/1/2021)

BARNES TIMOTHY GEORGES RITZA
7410 SW 15TH ST
PLANTATION, FL 33317

RE: S. PICKINSVILLE RD
APN: 61W18-01-06000
Case No: CE-25-0239
Officer: Sasha James - Ward: 1

Date: June 12, 2025

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:

- [X] 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 19th day of June, 2025, 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:
102.4 - Overgrown Lot	Cut, trim, and maintain overgrown grass, hedges, shrubs, trees, and other vegetation.	June 19, 2025

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) (ARIN) 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 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 21-19-1(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 12th day of June, 2025.
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: June 12, 2025

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

This Notice was posted at the City Building Inspection Office on: June 12, 2025

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: June 12, 2025

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



JAMES ROBERT EIST
P O BOX 1461
COLUMBUS, MS 397045461

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

RE: 22ND ST S
APN: 61W14-06-13600
Case No: CE-25-0229
Officer: Sasha James - Ward: 1

Date: June 12, 2025

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 less 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 19th day of June, 2025, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cistern, 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) 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 apportion 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, in 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 having its own employees to do the work or the cost to the municipality of any contract entered 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, debris, dilapidated fences and outside toilets, and no more than twelve (12) times in any twelve-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 29-1-143, 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 of 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 662-245-3070.

This the 12th day of June, 2025.

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: June 12, 2025

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

This Notice was posted at the City Building Inspection Office on: June 12, 2025

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: June 12, 2025

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



RE: RBL ESTATE LLC
31 BURGUNDY DR.
COLUMBUS, MS 39702

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

RE: 6TH ST S
APN: 61W170303500 Alert
Case No: CE-25-0232
Officer: Sasha James - Wind: 1

Date: June 12, 2025

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:

- [X] 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 19th day of June, 2025, 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 fence, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-31, 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)&(d) 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 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 21-19-1(1)(i) 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(7).

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 12th day of June, 2025.

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/are unoccupied, 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: June 12, 2025

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

This Notice was posted at the City Building Inspection Office on: June 12, 2025

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: June 12, 2025

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



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

ROBINSON GENNETTE L/JOHN JR
1111 3TH AVEN
COLUMBUS, MS 39701

RE: 1012 14TH ST S
APN: 61W15-00-12401
Case No: CT-23-0215
Officer: Sasha James - Ward: 1

Date: June 9, 2025

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:

- [X] 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 16th day of June, 2025, 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)(6)(i) 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 ten (10) 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 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 the 9th day of June, 2025,
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/are 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: June 9, 2025

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

This Notice was posted at the City Building Inspection Office on: June 9, 2025

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:
June 9, 2025

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



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

COOK BRYANT
P. O. BOX 462
COLUMBUS, MS 39703

RE: 517 20TH ST N
APN: 61W06-02-02000
Case No: CE-25-0226
Officer: Sasha James - Ward: 4

Date: June 17, 2025

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:

- [X] 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 24th day of June, 2025, 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 Sections 21-39-21, and other debris, which draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
302.4 - Overgrown Lot	Cut, trim, and maintain overgrown grass, hedges, shrubs, trees, and other vegetation.	June 24, 2025

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)(8)(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 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 in 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 is the 17th day of June, 2025.

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: June 17, 2025

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

This Notice was posted at the City Building Inspection Office on: June 17, 2025

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: June 17, 2025

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



MICKENS EMMETT
1752 MICKENS CLAY RD
BROOKSVILLE, MS 39739

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

RE: 20TH ST N
APN: 61W06-02-03000
Case No: CE-25-0227
Officer: Sasha James - Ward: 4

Date: June 17, 2025

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:

- | | |
|-----|---|
| (X) | 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 30-day time frame, June 23, shall proceed to clear the land, by the use of municipal equipment or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, signs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and retain coops and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
302.4 - Overgrown Lot	Cut, trim, and maintain overgrown grass, hedges, shrubs, trees, and other vegetation.	June 24, 2025

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 RENTER THE PROPERTY OR PARCEL OF LAND FOR A PERIOD OF TWO MONTHS TO COMPLY WITH THE DECISION OF THE MUNICIPALITY'S DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AND AT THE CITY HALL OR ANOTHER PLACE IN THE CITY OF CHICAGO FOR A PERIOD OF TWO DAYS BEFORE THE PROPERTY OR PARCEL OF LAND IS RENTED FOR CLEANING. A COPY OF THE REQUIRED NOTICE MAILED AND POSTED AS REQUIRED BY MCA SIXTY-ONE SHALL BE FURNISHED TO THE MUNICIPALITY BY THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUESTED 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 liability 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 taking its action or the amount paid by the property owner to the municipality for any one or more of the following actions it has the work done, and additionally may include administrative costs of the municipality not to exceed \$10 Dollars (\$50.00). For subsequent cleanings during the one-year period, upon seven (7) days' notice, the property owner shall be responsible for the cost of cleaning of the site. There shall be no other place in the municipality where such notices are generally posted, and consistent with the municipal official's determination as authorized, a municipality may remove the property or part thereof from the street, sidewalk, alleyway, or public area, after written notice of removal is given to the property owner. If the property is removed, the municipality may have a twelve-month period with respect to removing abandoned or dilapidated buildings, slabs, abandoned fences and outside toilets, and no more than twelve (12) times in any twenty-four month period, to remove debris from the property, including but not limited to debris on the lot, driveway, sidewalk, street, alleyway, or public area, 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 amount of fee to the property owner if the property owner fails to comply with the requirements of this subsection. The penalty provided herein shall not be assessed against the State of Mississippi upon request (or reimbursement under Section 29-1-145, not later than September 1st of the second year following the date of completion of the cleanup), nor shall a municipality claim a parcel owned by the state for the purposes of this subsection. 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 the municipality shall not be liable for the cost of cleaning as prescribed in this subsection. Any municipality may designate municipal employee under this subsection (2) that the state or consumer of property or a parcel of land as a menace to the public health, safety and welfare of the community and may be subject to removal of the property under this subsection (2) if later utilized by a municipality which 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 21-19-11(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 the 17th day of June, 2025,
Sasha James,
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: June 17, 2025

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

This Notice was posted at the City Building Inspection Office on: June 17, 2025

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 June 17, 2025.

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



HOLMES ADAM/SIBELLE
330 DAUPHINE DR
COLUMBUS, MS 39702

Date: June 17, 2025

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 incineration 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 infra one or more of the following:

- [] The presence of overgrowth of weeds, grass or other vegetation
- [X] The presence of rubbish/debris and other debris
- [] The presence of abandoned building
- [] The presence of abandoned or dilapidated fence(s)
- [] 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 system(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 24th day of June, 2025, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cesspools, 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 Sections 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) SHALL BE RECORDED IN THE MINUTES OF THE GOVERNING AUTHORITY IN CONJUNCTION WITH THE HEARING REQUIRED BY SAID SECTION.

NUISANCE PROPERTY NOTICE TO OWNER - PURSUANT TO
SECTION 21-19-11(2) OF THE MISSISSIPPI CODE (EFFECTIVE 7/1/2023)

RE: 1324 13TH ST N
APN: S6W18-02-06608
Case No: CE-23-0232
Officer: Sasha James - Wash: 5

Therefore, 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 notification 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 662-245-5983 or 662-245-9878.

This 17th day of June, 2025,
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 a 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 is presently 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: June 17, 2025

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

This Notice was posted at the City Building Inspection Office on: June 17, 2025

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: June 17, 2025

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



PEAK DESHAUWNE
1305 JOHN HANCOCK DR
COLUMBUS, MS 39705

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

RE: 619 12TH ST N
APN: 61W07-03-05000
Case No: CE-25-0235
Officer: Sasha James - Ward 5

Date: June 17, 2025

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 incumbrance 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:

- [X] 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 chicanes, 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 24th day of June, 2025, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling chicanes, 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.

Code Section	Corrective Action	Compliance Date
302.4 - Overgrown Lot	Cut, trim, and maintain overgrown grass, hedges, shrubs, trees, and other vegetation.	June 24, 2025

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)(8)(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 1 (1) by 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 663-245-5063 or 663-245-5070.

This 17th day of June, 2025.

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/are 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: June 17, 2025

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

This Notice was posted at the City Building Inspection Office on: June 17, 2025

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: June 17, 2025

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

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



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

HARDIN PROPERTIES LLC
10115 FAULKNER DRIVE
ABERDEEN, MS 39730

RE: 1121 3RD AVENUE
APN: 61W10-01-09700
Case No: CE-25-0240
Officer: Sasha James - Ward 5

Date: June 18, 2025

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 (1,500), 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:

- NI 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 structures
- 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, 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 Sections 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) (AMN) 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 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 period 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 remove 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, with respect to cutting grass and weeds and no more than twelve (12) times in any twenty-four-month period 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 shall a municipality clean a parcel owned by the State of Mississippi upon request for reimbursement under Section 29-1-145, nor 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 662-245-0963 or 662-245-5070.

This is the 18th day of June, 2025.

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/are 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: June 18, 2025

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

This Notice was posted in the City Building Inspection Office on: June 18, 2025

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: June 18, 2025

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

B. Discuss/Approve Awarding Bluecutt & Leigh Drive Signal Improvements bid to the lowest responsive bidder to Powell Construction Services, Inc., in the amount of \$261,340.00.

Councilman Greene made a motion to award the bid for Bluecutt & Leigh Drive Signal Improvements to the lowest responsive bidder to Powell Construction Services, Inc., in the amount of \$261,340.00. Use Tax Funds may be used for this project. Councilwoman Harris seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

SUPPORTING DOCUMENTS FOLLOW:

(THIS SPACE LEFT BLANK INTENTIONALLY)

MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025



June 24, 2025

City of Columbus
ATTN: Mayor Stephen Jones and City Council
P.O. Box 1408
Columbus, MS 39703

**RE: BLUECUTT & LEIGH DRIVE SIGNAL IMPROVEMENTS
CERTIFIED BID TABULATION**

Dear Mayor Jones and Council Members:

Two bids for the above-referenced project were received at 2:00 p.m., Monday, June 23, 2025. Please find the attached certified bid tabulation which details all bids received.

Our evaluation of all bids finds the lowest responsive bidder to be Powell Construction Services, Inc., with a total bid amount of Two Hundred Sixty – One Thousand, Three Hundred Forty Dollars and zero cents (\$261,340.00).

We have reviewed the proposal from the lowest responsive bidder, Powell Construction Services, Inc., and all appropriate licensure requirements are met by the above contractor, and the bid proposal is in order with the bid requirements.

The aforementioned is presented for the City's consideration for award of contract.

If you have any questions or need additional information concerning this bid, please do not hesitate to contact my office.

Sincerely,

NEEL-SCHAFFER, INC.

Kevin Stafford, P.E.
North MS Area Manager

Attachment

landscape architects
environmental scientists
surveyors
planners
engineers

P: 662.328.4547 | F: 662.328.8552
2310 Martin Luther King Junior Drive
Columbus, MS 39705
www.neel-schaffer.com



MINUTES OF THE
MAYOR AND CITY COUNCIL
JULY 1, 2025

CERTIFIED BID TABULATION
CITY OF COLUMBUS
BLUECUTT ROAD & LEIGH DRIVE SIGNAL IMPROVEMENTS
Monday, June 23, 2025
2:00 P.M.

Pay Item No.	Description	Bid Qty	Unit	Powell Construction Services, Inc. Bid Bond: Merchants National Bonding, Inc.		Lewis Electric, Inc. Bid Bond: The Hanover Insurance Company	
1.0	Bluecutt Road & Leigh Drive Traffic Signal	1	L.S.	\$	261,340.00	\$	299,000.00
	TOTAL BID			\$	261,340.00	\$	299,000.00

I CERTIFY THAT THIS A CORRECT TABULATION OF ALL PROPOSALS RECEIVED ON THE ABOVE DATE.



C. Discuss/Approve request to apply for a Mississippi Emergency Management Agency Building Generator Grant in the amount of \$223,934.00. If awarded, the 25% match will be \$55,983.50.

Councilman Greene made a motion to approve the request to apply for a Mississippi Emergency Management Agency Building Generator Grant in the amount of \$223,934.00. If awarded, the 25% match will be \$55,983.50. The city's matching funds will be taken from the Fire Rebate fund. Councilwoman Harris 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) Seasonal Workers for Community Outreach

Councilwoman Stewart made a motion to approve the request to hire **Chase A. Bailey** and **Jaden Potlow** as Seasonal Workers for Community Outreach at an hourly rate of \$15.00. Councilman Smith seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

E. Discuss/Approve Agreement for Engineering Services

Councilman Smith made a motion to approve the Agreement between Neel-Schaffer, Inc. and the City of Columbus for Engineering Services. Councilwoman Harris seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

THE AGREEMENT FOLLOWS:

**AGREEMENT FOR
ENGINEERING AND PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF COLUMBUS, MISSISSIPPI
AND
NEEL-SCHAFER, INC.**

This **AGREEMENT** made this ____ day of July, 2025, by and between the **CITY OF COLUMBUS, MISSISSIPPI**, herein called "**OWNER**", and **NEEL-SCHAFER, INC.**, herein called "**ENGINEER**", having its principal place of business at 2310 Martin Luther King Junior Drive, Columbus, Mississippi, and mailing address of Post Office Box 2100, Columbus, Mississippi 39704-2100.

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide professional engineering and project related services. It is anticipated that the engineering and professional services will be performed by individual task orders and will consist of the following three general types of engagements:

- Type 1:** **Hourly rate services, as directed by OWNER, no fee limitations:** Engineering and professional services may be provided in conjunction with, but not limited to, daily operation, maintenance, and planning required for city engineering and infrastructure activities. This scope could include but is not limited to review of storm water drainage systems, public roads and streets, traffic signal systems, public easements and rights-of-way for local and state infrastructure, project and grant planning, grant application submittals, project management, surveys and project layouts, utility permitting, interaction with regulatory agencies and the general public, and general consulting services. These tasks will be undertaken with engagement from the **OWNER'S** representatives. The **ENGINEER** will document the type 1 tasks in a monthly invoice and include the **OWNER'S** representative who requested the service. The **OWNER'S** representative can engage the **ENGINEER** for Type 1 services in any verbal or written communication.
- Type 2:** **Hourly rate services, as directed by OWNER, with fee limitations:** Such services shall typically consist of the same services described under Type 1 services and shall be invoiced hourly on a monthly basis. The **ENGINEER** will document Type 2 service requests with a written scope of services and estimated fee limit. E-mail can be used for written documentation and approval. Type 2 services shall be engaged by the **OWNER'S** representatives.
- Type 3:** **ENGINEER selection, separate contract terms:** This **AGREEMENT** shall serve as a means of **ENGINEER** selection and defined Terms and Conditions, but this type service shall require a separate contract to define project specific terms as may be required for special project funding, project types, and/or regulatory requirements. Such services shall typically consist of the same services described under Type 1 services. The **ENGINEER** will prepare a task order with a defined scope of work, schedule, and fee/billing terms. These type services shall be approved by the City Council before work begins.

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II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with Exhibit A, "General Terms and Conditions" attached hereto and made a part of this **AGREEMENT**. The **OWNER** will pay **ENGINEER** for additional services as defined under Type 1, 2, or 3 services. For services of independent professional associates and consultants employed by **ENGINEER**, **OWNER** will pay **ENGINEER** the amount billed to **ENGINEER** times a factor of 1.00. Performance of Additional Services and employment of independent professional associates and consultants by **ENGINEER** will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **ENGINEER** for Type 1, 2, and 3 services based on the Direct Labor Costs for the individuals involved times an overhead rate that is in accordance with the most recent approved Federally Audited Overhead Rate by MDOT, times a profit of 10% on both labor and overhead expenses. Subconsultant expenses and independent professional associate expenses will be billed to **OWNER** at their actual cost to **ENGINEER** times a factor of 1.00. Other reimbursable expenses will be billed to **OWNER** at the **ENGINEER'S** actual cost.

The **ENGINEER'S** Federally Audited Overhead Rate (FAR) is updated annually, usually in June or July. The **ENGINEER** will advise the **OWNER** of the updated FAR when it is approved by MDOT and shall become effective at the time of notification.

Direct Labor Costs used as basis of payment shall mean raw salary wages paid to all **ENGINEER'S** personnel engaged directly on the scope of work including, but not limited to, managers, engineers, surveyors, designers, technicians, inspectors, secretaries and all other professional, technical and administrative classified personnel; but does not include indirect payroll related costs or fringe benefits.

Both **OWNER** and **ENGINEER** recognize that certain occasions may arise for which the methods of payment to **ENGINEER** set forth in this **AGREEMENT** may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately, and terms agreed to will be stated on the individual task orders which will supersede the methods of payment specified in the **AGREEMENT**.

IV. AGREEMENT EFFECTIVE DATE AND TERM

This **AGREEMENT** shall remain in effect for one year from the date of contract execution by both parties and will automatically renew annually or will terminate when a new contract is executed. Either party may nullify this contract in writing at any time.

V. CHANGES TO AGREEMENT

This **AGREEMENT**, consisting of three pages, and Exhibit A, "General Terms and Conditions", consisting of four pages, represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year written above.

CITY OF COLUMBUS, MISSISSIPPI

NEEL-SCHAFFER, INC.



Stephen Jones
Mayor

Kevin Stafford, PE
Senior Vice President

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1. **Relationship between Consultant and Client.** Neel Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's separate contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such a defect. Should legal liability for the defects exist, failure by the Client to notify the Consultant shall relieve the Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's separate contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed, in general, in accordance with the plans and specifications. Consultant shall not supervise, direct, or have control over the contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the
5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
6. **Ownership of Documents.** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant generated documents for projects other than the project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
7. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
8. **Changes or Delays.** In the event new developments or circumstances beyond the control of Consultant require a change in the scope of services or schedule, Consultant shall be entitled to an equitable adjustment to the fee and/or schedule. Such events include, but are not limited to, unreasonable delays caused by Client's failure to provide specified direction or information, delays caused by Client's other contractors or consultants, or if Consultant's failure to perform is due to any act of God, labor shortage, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant.

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9. **Suspension of Services.** Client may, at any time, by written notice, suspend further services by Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension. Consultant will not be obligated to provide the same personnel in the event the period of any suspension exceeds 30 days.
10. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
11. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.
- To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.
12. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information. This provision shall not apply in the event Client engages Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
13. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns;
14. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.
- Consultant shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability policy, which shall be primary and noncontributory.
15. **Information Provided by the Client.** Consultant shall be entitled to rely upon, without liability, the accuracy and completeness of any and all information provided by Client, without the obligation of independent verification.
16. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.
17. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full

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shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. The Client waives any and all claims against the Consultant for any such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with that Standard of Care. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion, after the Client has notified Consultant in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

18. **Force Majeure.** Neither Client nor Consultant shall be liable for any fault or delay caused by any contingency beyond their control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Compliance with Laws.** To the extent they apply to its employees or its services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
20. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
22. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.
23. **Additional Services.** Consultant shall be entitled to an equitable adjustment of its fee for services resulting from significant changes in the general scope, extent or

character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

24. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
25. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
26. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
27. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
28. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
29. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.
30. **Course of Dealing.** Client and Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all

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other services, projects, agreements or dealings between the them, unless Client or Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

31. **PROFESSIONAL SERVICES IN FLORIDA.** IN THE EVENT ANY PROFESSIONAL SERVICES ARE PROVIDED WITHIN THE STATE OF FLORIDA, IT IS EXPRESSLY AGREED BY THE PARTIES THAT AN INDIVIDUAL DESIGN PROFESSIONAL WHO IS AN AGENT OR EMPLOYEE OF CONSULTANT MAY NOT BE HELD PERSONALLY OR INDIVIDUALLY LIABLE FOR ANY DAMAGES RESULTING FROM NEGLIGENCE ARISING OUT OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT, AS PROVIDED IN FLORIDA STATUTES SECTION 558.0035, AS AMENDED.

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Brad White
Executive Director
Jeff Ely, P.E.
Chief of Staff



Earl Glenn, Jr., P.E.
Deputy Executive Director/Chief Engineer
Lisa M. Hancock, CPA
Deputy Executive Director/Administration

June 12, 2025

MEMORANDUM

TO: Stephen Rone
Director, Consultant Services Unit

FROM: Emily Harrington, CPA 
Director, Internal Audit Division

SUBJECT: Neel-Schaffer, Inc. (including wholly owned subsidiary Maptech, Inc.)
Accepted Overhead Rate for the year ended December 31, 2024

The Internal Audit Division ("IAD") of the Mississippi Department of Transportation ("MDOT") has performed a review of the audit workpapers which were associated with the overhead audit report of Neel-Schaffer, Inc. (including wholly owned subsidiary Maptech, Inc.) ("Firm") for the year ended December 31, 2024. Our review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Costs Rates*.

Based on results of the workpaper review, IAD recommends acceptance of the audited overhead rates for the year ended December 31, 2024 as presented:

Home Office Rate:	177.48%	Field Office Rate:	131.57%
Home FCCM:	0.41%	Field FCCM:	0.04%

If applicable to the contract, overhead amounts that were invoiced for services rendered from January 1, 2024 and to current by the Firm will be adjusted accordingly to reflect the accepted rates as presented above. In addition, the current audited rates may be used for the purpose of contract negotiations with the MDOT.

As stated in the AASHTO guide, the estimated FCCM must be specifically identified and distinguish from the other costs. This is required because, per the FARs, profit/fee does not include amounts applicable to FCCM.

Neel-Schaffer, Inc. has submitted the required Consultant Indirect Costs Rate Certification applicable to the year ended December 31, 2024. IAD will maintain the certification on file.

MDOT requires an annual submission of a firm's overhead rates; therefore, the accepted overhead rates for the year ended December 31, 2024 are valid until September 30, 2026.

P.O. Box 1850 · Jackson, MS 39215-1850
Telephone (601) 359-7249 · FAX (601) 359-7050 · GoMDOT.com

F. Discuss/approve the Appointment of one (1) City Council Member to the Columbus-Lowndes County Airport Board

Councilman Spears made a motion to Appoint Councilwoman Stewart to the Columbus-Lowndes County Airport Board. Councilwoman Harris seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

G. Discuss/Approve selection of Vice-Mayor

Councilwoman Harris made a motion to appoint Councilwoman Stewart as Vice-Mayor. Councilman Smith seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

CLOSED DETERMINATION:

Councilman Spears made a motion to go into closed session to determine whether it is necessary to go into Executive Session. Councilman Smith seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

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

Mayor Jones apprised the Council of one (1) personnel matter and remarked that this matter warrants being heard in Executive Session pursuant to Section 25-41-7 (4)(a) of the Open Meetings Act.

IX. EXECUTIVE SESSION:

Councilman Smith made a motion to go in Executive Session to discuss one (1) personnel matter regarding job performance of an applicant for employment and remarked that this matter warrants being heard in Executive Session pursuant to Section 25-41-7 (4)(a) of the Open Meetings Act. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Councilman Smith announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss one (1) personnel matter related to job performance of a particular person.

PERSONNEL MATTER (1)

The matter of personnel to come before the Mayor and Council involved a discussion whether to hire Jeffrey Turnage as a full-time employee to serve as General Counsel to the City and to also serve as General Counsel to the Columbus Redevelopment Authority, subject to its board's approval. The Council discussed an annualized salary of \$145,000 to perform those duties. Mr. Turnage stated that he would waive PERS benefits as well as fees for issuance of municipal bonds. Councilwoman Stewart made a motion to hire Jeffrey Turnage as a full time employee in the position of General Counsel to the City and Redevelopment Authority at an annualized salary of \$145,000 as soon as he can transition from his private practice to full time employment with the City, but no later than August 31, 2025 with the understanding that he was waiving PERS and fees for issuance of municipal bonds and that in the interim period the City continue with the engagement of Jeff Turnage and Mitchell McNutt under the same terms. Councilman Smith seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

OPEN SESSION:

Councilman Spears made a motion to end the discussion of this matter and return to Open Session. Councilwoman Harris seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Councilman Smith then announced to the general public outside the Council Chambers that the Council was back in Open Session.

The General Counsel announced that the Mayor and Council considered one (1) personnel matter in Executive Session and voted to hire an In-House Attorney to perform legal services.

ADJOURNMENT:

Mayor Jones then asked if there was any other business to come before the Mayor and City Council. There being none, Councilman Spears made a motion to adjourn. Councilwoman Harris seconded the motion.

All Council Members voted in favor of the motion.

the Mayor announced that the meeting was ADJOURNED.

Approved by: _____
Stephen Jones, Mayor

James “Jim” Brigham
CFO/Secretary-Treasurer/Clerk

(THIS SPACE LEFT BLANK INTENTIONALLY)

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