

MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS November 19, 2024

The Mayor and City Council met in Regular Session on Tuesday, November 18, 2024 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Keith Gaskin presided over the meeting and all Council Members were present. Also present were the General Counsel, the COO, CFO, Assistant Police Chief Johnson, HR Director, and all other Department Heads.

I. CALL TO ORDER AND INVOCATION:

Mayor Gaskin called the meeting to order and called on Assistant Police Chief and Pastor of Greater Mt. Zion M. B. Church, Columbus, MS to offer the Invocation.

II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA:

COO Jammie Garrett requested to add Item "K" to the Policy Agenda: Discuss/Approve Fossil Park Appraisals.

Council Member Jones requested to add *Discuss Pending Litigation Matter* to Executive Session.

Councilwoman Stewart made a motion to approve the Agenda as amended. Councilwoman DiCicco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

III. APPROVE MINUTES FOR MEETING OF OCTOBER 1, 2024.

Councilwoman DiCicco made a motion to approve the Minutes for the Meeting of November 5, 2024. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

IV. CONSENT AGENDA:

- A. Approve request for Fire and Rescue personnel: Joe Denton and Damon Estes, to travel to inspect a Fire Apparatus in Sioux Fall, SD, and approve payment of registration, lodging, reimbursement of meal expenses and any other expenses in the total estimated cost of \$1,600.00.
- B. Approve request for Chief Joseph Daughtry and Assistant Chief Garland Ward to attend the “Mississippi Association of Chiefs of Police 2024 Winter Educational Conference” to be held in Oxford, MS, and approve payment for registration, use of city vehicles, lodging and reimbursement of meal expenses in the total estimated cost of \$1,230.00 each.
- C. Approve 2% Tourism Tax payment of \$25,000.00 to Lowndes County, \$20,833.33 to Golden Triangle Development LINK, \$33,333.33 to the City of Columbus and \$125,865.96 to Columbus Convention & Visitors Bureau, all disbursements totaling \$205,032.62.

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

V. APPROVE DOCKET OF CLAIMS:

Council Member Greene made a motion to approve the Docket of Claims for November 19, 2024, in the amount of \$2,425,120.87. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:

- A. Mayor Gaskin asked members of the Box Family to come forward. He then read and presented a Proclamation to Mrs. Kay Box in memory of her late husband and City Council Member from 2009 – 2021.
 - Mayor Gaskin wished everyone a Happy and Healthy Thanksgiving. City Administrative Offices will work Monday – Wednesday, 8:00 – 5:00 and will be closed Thursday and Friday for the Thanksgiving holiday.

Mayor Gaskin then asked Council Members if they had any announcements or observations. There were none.

Mayor Gaskin asked the Council if they had questions for Department Heads about their Monthly Reports.

B. Finance – October 2024 Monthly Report

Jim Brigham, CFO, distributed the Monthly Financial Report for October 2024 that includes the General Fund cash balance of \$9,516,627.98, which is an increase of \$1,663,098.77 compared to the same time last year. The Sales Tax Receipts for October had not come when this report was created.. No action was taken.

C. Community Outreach – October 2024 Monthly Report

The Monthly Report from the Community Outreach Department for October 2024 was presented. No action was taken.

D. Building Inspection Department – October 2024 Monthly Report

The Monthly Report from the Building Inspection Department for October 2024 was presented. No action was taken.

E. Columbus Fire and Rescue Department – October 2024 Monthly Report

The Monthly Report from the Columbus Fire and Rescue Department for October 2024 was presented. No action was taken.

F. Columbus Police Department – September 2024 Monthly Report

The Monthly Report from the Columbus Police Department for October 2024 was presented. No action was taken.

G. Columbus Recreation Department – October 2024 Monthly Report

The Monthly Report from the Columbus Recreation Department for October 2024 was presented. No action was taken.

H. James M. Trotter Convention Center/Cemeteries – October 2024 Monthly Report

The Monthly Report from the James M. Trotter Convention Center/Cemeteries Department for October 2024 was presented. No action was taken.

I. Code Enforcement Department – October 2024 Monthly Report

The Monthly Report from the Code Enforcement Department for October 2024 was presented. No action was taken.

J. Office of Planning & Community Development – October 2024 Monthly Report

The Monthly Report from the Office of Planning & Community Development for October 2024 was presented. No action was taken.

K. Human Resources Department - October 2024 Monthly Report

The Monthly Report from the Human Resources Department for October 2024 was presented. No action was taken.

L. Garage Department – October 2024 Monthly Report

The Monthly Report from the Garage Department for October 2024 was presented. No action was taken.

M. Public Works Department – October 2024 Monthly Report

The Monthly Report from the Public Works Department for October 2024 was presented. No action was taken.

N. Municipal Court Department – October 2024 Monthly Report

The Monthly Report from the Municipal Court Department for October 2024 was presented. No action was taken.

O. Board Vacancies

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

ZONING BOARD OF ADJUSTMENTS & APPEALS

1 Vacancy, 3-Year Term, Stephen McBride's Term expires December 4, 2024.

Appointment will be made December 1, 2024.

APPLICANT:

Stephen McBride

CITY PLANNING COMMISSION

3 Vacancies, 3-Year Terms, Quincy Harris' Term Expires December 1, 2024. Emily Johnson's Term Expires December 1, 2024. Melissa Smith's Term Expires December 4, 2024.

Appointments will be made December 1, 2024.

APPLICANT:

Emily Johnson
Stephen McBride
Bo Harrison

Council Member Mickens offered a Public Apology to Building Official Kenny Wiegel and asked for forgiveness for his actions at the November 5, 2024 Council Meeting. He also offered remarks about allegations that recently appeared in an editorial in the Packet and stated that the only elected position he is seeking is reelection to the Ward 2 seat. Finally, Council Member Mickens offered a statement of apology for his actions to Citizens of Ward 2, stating that he never wants his actions to reflect negatively on them and ending by apologizing.

VII. CITIZENS INPUT AGENDA:

VIII. POLICY AGENDA:

A. Discuss/Approve Derelict Property Docket

SOUTH TRAIL CORP

c/o A. R. Luman

5th Street South

CASE NUMBER: 24-0346

Overgrown Lot

The General Counsel called cause number **24-0346**. No one appeared. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Beard made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0

KATHERINE CLAYBORN

2406 3rd Avenue South

CASE NUMBER: 24-0352

Property Maintenance Code Violation

The General Counsel called cause number **24-0352**. No one appeared. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Beard made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

ALONZO MONTGOMERY /

FREDRICK THOMAS

2510 23rd Avenue North

CASE NUMBER: 24-0361

**Abandoned Structure, Property
Maintenance Code Violation
Overgrown Lot**

The General Counsel called cause number **24-0361**. No one appeared. Code Enforcement Officer Sasha James stated the property was in such a state of uncleanliness as to be a menace to the public under Section 21-19-11 of the Mississippi Code and asked the Mayor and Council to adjudicate the property as such and that an Order be entered to such effect, requested **immediate abatement** and that an Order be issued for the property. Council Member Beard made a motion in accordance with Section 21-19-11 of the Mississippi Code, and for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing

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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

LULA MAE JAMES
1119 6th Avenue North
CASE NUMBER: 24-0287

Vegetation, Rubbish and Garbage
Property Maintenance Code Violation

The General Counsel called cause number **24-0287**. No one appeared. Code Enforcement Officer Sasha James stated the property has been **remediated** by the owner, and it is her recommendation to enter the proposed Order under Section 21-19-11 of the Mississippi Code, finding that this property was in such a state of uncleanness as to be a menace to the public health and safety of the community. This Order should provide for such re-entry as the Statute allows. Council Member Jones made a motion in accordance with Section 21-19-11, and for an Order stating the City may remediate the property with respect to cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period immediately following the Order, with further notice to the owner as required by law. Costs are to be assessed as allowed under Section 21-19-11 of the Mississippi Code. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

RICHARD C. YOUNG
CREOLA DUFF
2024 College Street
CASE NUMBER: 24-0369

Property Maintenance Code Violation

The General Counsel called cause number **24-0369**. Richard Young, property owner, and Marvin Lyons (Family Member) came forward and apprised the Mayor and Council of the status of this renovation project. Code Enforcement Officer Sasha James stated that the owner of this property has made some progress to the conditions; however, they are not visible from the outside. The property owner remarked that he needed to stabilize the structure inside before working on the outside. The property is in such a state of uncleanness as to be a menace to the public under Section 21-19-11 of the

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Mississippi Code. Council Member Jones made a motion in accordance with Section 21-19-11 of the Mississippi Code, to give the property owner **until the end of March 2025** to remediate the property and asked the property owner to board up the windows. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

BILLISHA FOX

1911 N. Robertson Street

CASE NUMBER: 24-0354

**Property Maintenance Code Violation
Accumulation of Rubbish & Garbage**

The General Counsel called cause number **24-0354**. Code Enforcement Officer Sasha James stated that the owner of this property has made substantial improvement to the conditions and recommended giving the property owner a **30-day extension** to remediate the property. The property is in such a state of uncleanness as to be a menace to the public under Section 21-19-11 of the Mississippi Code. Council Member Beard made a motion to give the property owner a **30-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. 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 two (2) cases, \$250.00 or less for adjudication. Council Member Beard made a motion to accept the notices for property clean-up of properties \$250.00 and less to be adjudicated according to statute. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

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\$250 OR LESS Derelict Properties for November 19, 2024 Mayor and City Council Meeting

Case # and Violation	Ward	Name and Address	Notes
24-0368 <i>Overgrown Lot</i>	4	ROBERT / FLOYE WILLIAMS 1124 Shady Street	
24-0370 <i>Accumulation of Rubbish & Garbage</i>	1	WALTER / ETHEL JAMES 22nd Street South	



WILLIAMS ROBERT/FLOYE
2541 HWY 69 SOUTH
COLUMBUS, MS 39705

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

RE: 1124 SHADY ST
APN: 56W20-03-08301
Case No: CE-24-0368
Officer: Sasha James - Ward: 4

Date: October 28, 2024

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 Columbia, if the owner does not do so himself, on or before the date of November 2024, shall proceed to clean the land, by the use of municipal equipment, to remove, extract, pile, cutting grass and weeds, filling systems, removing rubbish, abandoned or dilapidated fences, other 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:
302.4 - Overgrown Lot	Cut, trim, and maintain overgrown grass, hedges, shrubs, trees, and other vegetation.	November 4, 2024

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 YEARS WITHOUT THE NEED FOR A DETERMINATION WITHOUT ANY FURTHER HEARING OR ACTION IF NOTICE IS POSTED ON THE PROPERTY OR PARCEL OF LAND AT THE CITY HALL OR ANOTHER PLACE OF PUBLIC NOTICE 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 17-2-203 SHALL BE FILED WITH THE CITY CLERK AND 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 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 using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to hire outside help. The maximum amount may be no more than 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 and adjacent to the property or parcel, if the governing authority has determined that such notices are adjudicated in need of cleaning and at city hall or another place in the municipality where such notices are required to be posted, the cost of cleaning the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) months in any consecutive twelve-month period with respect to removing abandoned or dilapidated buildings, shacks, dilapidated fences and outside toilets, and no more than twice per year for cleaning of 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, adjusted for inflation, provided herein shall penalize for each time the property owner fails to appear before the governing authority after written notice has been provided hereunder. If the Mississippi owner request for reimbursement under Section 9-1-145, net 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, the governing authority may require the owner to pay for the cost to clean the properties and assess costs monetary penalties as described in this subsection. Penalties shall not be assessed against the State of Mississippi; a determination made by an appropriate municipal employee under this subsection shall constitute the final decision of the governing authority. A penalty assessed by the governing authority for failure to comply with the welfare of the community condition of property or a parcel of land shall be subject to appeal pursuant to Section 9-1-11(1) is later utilized by a municipality shall be subject to appeal pursuant to Section 9-1-11(2) is later utilized by a municipality when the prerequisites of Section 9-1-11(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 28th day of October, 2024.
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: October 28, 2024

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

This Notice was posted at the City Building Inspection Office on: October 28, 2024

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:
October 28, 2024

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

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JAMES WALTER/ETHEL
P O BOX 3461
COLUMBUS, MS 39704

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

RE: 22ND ST S
APN: 61W14-00-13700
Case No: CE-24-0370
Officer: Sasha James - Ward: 1

Date: October 29, 2024

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

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

- ☐ The presence of overgrowth of weeds, grass or other vegetation
- ☒ The presence of rubbish/garbage and other debris
- ☐ The presence of abandoned building
- ☐ The presence of abandoned or dilapidated fence(s)
- ☐ The presence of burned 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, if the owner does not do so himself, on or before the 5th day of November, 2024, shall proceed to clean the land, by the use of municipal employees or by contract, by cutting grass and weeds, filling cisterns, removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris, and draining cesspools and standing water therefrom.

Code Section:	Corrective Action:	Compliance Date:
307.1 - Accumulation of Rubbish and Garbage	Remove all trash and debris from the property. All equipment, appliance, and/or material must be stored away from public view and/or stored in an enclosed structure. Generally, any equipment, materials or furnishings that would ordinarily not be used outdoors may not be stored outdoors.	November 5, 2024

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

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

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

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

For any questions, please call Sasha James, the Code Enforcement Director for the City of Columbus at 662-245-3063 or 662-245-3078.

This the 29th day of October, 2024.
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 this subject property on: October 29, 2024

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

This Notice was posted at the City Building Inspection Office on: October 29, 2024

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: October 29, 2024

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

B. Discuss/Approve Award of Lowest Responsive Bid from Weathers Construction, Inc. in the amount of \$161,800.00 JZS, LLC in the amount of \$236,300.00 and Beckwith Construction Company, LLC in the amount of \$48,000.00 for the Propst Park Lower Field Softball Conversion.

Council Member Beard made a motion to award Lowest Responsive Bid from Weathers Construction, Inc. in the amount of \$161,800.00 JZS, LLC in the amount of \$236,300.00 and Beckwith Construction Company, LLC in the amount of \$48,000.00 for the Propst Park Lower Field Softball Conversion. . Councilwoman DiCicco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

The Bid Tabulations follow:

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NOVEMBER 19, 2024

November 17, 2024

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



**RE: PROPST PARK – LOWER FIELD SOFTBALL CONVERSION
CERTIFIED BID TABULATION**

Dear Mayor Gaskin and Council Members:

Multiple bids for the above-referenced project were received at 10:00AM, Tuesday, November 12, 2024. Please find the attached certified bid tabulation which details all bids received. All bids received were properly submitted, with minor irregularities that can be waived.

In consultation with the Columbus Recreation Department, the following is their recommendation for consideration of contract award:

Weathers Construction, Inc.

Infield Dirt Conversion	\$161,100.00
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JZS, LLC

Fencing, Dugout, and Backstop Replacement	\$236,300.00 (base bid only)
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Beckwith Construction Company, LLC

Concrete Spectator Additions	\$ 48,000.00
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All three contracts combined are \$4,600 below the budgeted amount.

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.
Project Manager

Cc: Greg Lewis
Jammie Garrett

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
NOVEMBER 19, 2024

CERTIFIED BID TABULATION
CITY OF COLUMBUS
PROPOST PARK - LOWER FIELDS SOFTBALL CONVERSION
Tuesday, November 12, 2024
10:00 A.M.

BASE BID: INFIELD DIRT CONVERSION									
Pay Item No.	Description	Bid Qty	Unit	Weathers Construction, Inc.		JZS, LLC		Beckwith Construction Company, LLC	Columbus Fence Company, LLC
				Bid Bond: Great Midwest Insurance Company		Bid Bond: The Clinchhant Insurance Company		Bid Bond: Not Submitted	Bid Bond: FCCI Insurance Company
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
1.0	Infield Dirt Conversion	1	L.S.	\$ 161,100.00	\$ 161,100.00	\$ 165,080.00	\$ 165,080.00	No Bid	No Bid
TOTAL BASE BID					\$ 161,100.00		\$ 165,080.00	No Bid	No Bid
BASE BID: FENCING									
Pay Item No.	Description	Bid Qty	Unit	Weathers Construction, Inc.		JZS, LLC		Beckwith Construction Company, LLC	Columbus Fence Company, LLC
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
2.0	Fencing, Dugouts, and Backstops	1	L.S.	\$ 271,300.00	\$ 271,300.00	\$ 236,300.00	\$ 236,300.00	No Bid	\$ 317,126.00
TOTAL BASE BID					\$ 271,300.00		\$ 236,300.00	No Bid	\$ 317,126.00
ADDITIVE ALTERNATE #1: FOUL POLES									
Pay Item No.	Description	Bid Qty	Unit	Weathers Construction, Inc.		JZS, LLC		Beckwith Construction Company, LLC	Columbus Fence Company, LLC
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
3.0	Foul Poles	1	L.S.	\$ 16,400.00	\$ 16,400.00	\$ 17,900.00	\$ 17,900.00	No Bid	\$ 14,142.00
TOTAL BASE BID					\$ 16,400.00		\$ 17,900.00	No Bid	\$ 14,142.00
ADDITIVE ALTERNATE #2: T-BALL DUGOUT ROOFS									
Pay Item No.	Description	Bid Qty	Unit	Weathers Construction, Inc.		JZS, LLC		Beckwith Construction Company, LLC	Columbus Fence Company, LLC
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
4.0	T-Ball Dugout Roofs	1	L.S.	\$ 39,000.00	\$ 39,000.00	\$ 32,200.00	\$ 32,200.00	No Bid	\$ 36,000.00
TOTAL BASE BID					\$ 39,000.00		\$ 32,200.00	No Bid	\$ 36,000.00
BASE BID: CONCRETE									
Pay Item No.	Description	Bid Qty	Unit	Weathers Construction, Inc.		JZS, LLC		Beckwith Construction Company, LLC	Columbus Fence Company, LLC
				Unit Price	Bid Amount	Unit Price	Bid Amount	Unit Price	Bid Amount
5.0	Concrete	1	L.S.	\$ 72,400.00	\$ 72,400.00	\$ 81,500.00	\$ 81,500.00	\$ 48,000.00	\$ 48,000.00
TOTAL BASE BID					\$ 72,400.00		\$ 81,500.00	\$ 48,000.00	\$ 48,000.00



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

C. Discuss/Approve request to purchase a Rosenbauer Commander Aerial Fire Truck in the amount of \$975,000.00 through the use of State Fire Insurance Rebate and State Appropriation funds, with the remaining balance of \$285,000.00 from the City of Columbus Reserve Funds

Council Member Jones made a motion to approve the request to purchase a Rosenbauer Commander Aerial Fire Truck in the amount of \$975,000.00 through the use of State Fire Insurance Rebate and State Appropriation funds, with the remaining balance of \$285,000.00 from the City of Columbus Capital Reserve Funds and approve a budget amendment approving this purchase. Councilwoman DiCicco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

D. Discuss/Approve hiring one (1) Entry-Level Firefighter, pending successful completion of a pre-employment physical exam and drug screen.

Councilwoman DiCicco made a motion to approve the request to hire DeAndra T. Lewis as an Entry-Level Firefighter, pending successful completion of a pre-employment physical exam and drug screen. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

E. Discuss Approve request to fill one (1) vacant Truck Driver position in the Public Works Department, pending successful completion of all preliminary testing.

Council Member Beard made a motion to approve the request to hire Christian Guyton as a Truck Driver, pending successful completion of all preliminary testing. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

F. Discuss/Approve request to transfer an employee from Columbus Recreation Department to the Public Works Department with the same rate of pay.

Council Member Beard made a motion to approve the request to transfer Efrem Coleman from the Recreation Department to the Public Works Department with the same rate of pay. Councilwoman DiCicco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

G. Discuss/Approve engaging USDA-APHIS-Wildlife Services to Trap and Remove Beavers and dams.

Council Member Beard made a motion to engage USDA-APHIS-Wildlife Services to trap and remove beavers and dams in the amount of \$5,001.47 and train an employee to properly perform this task. Councilwoman Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Kevin Stafford, dba Neel-Schaffer, Inc. came before the Mayor and Council to discuss Landfill use and the City's options. No action was taken.

H. Discuss/Approve *Use Agreement* for Columbus Light & Water Department

COO Jammie Garrett remarked that Columbus Light & Water Department's Boom Trucks are inoperable and they are in need of a Boom Truck. She asked if CL&W could use one of the City's older Boom Trucks for approximately two (2) weeks. An agreement has been prepared for both entities to sign. Council Member Jones made a motion to approve for Columbus Light and Water to use one of the City's older Boom Trucks for approximately two (2) weeks once the Agreement has been signed. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

I. Discuss/Approve Real Estate Listing Contract.

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Council Member Jones made a motion to approve Real Estate Listing Contract with Jeffrey Carter for the sale of old Fire Station #4, located on Airline Road, with a listing price of \$35,000. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

The Contract follows:

(THIS SPACE LEFT BLANK INTENTIONALLY)



**EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL LISTING AGREEMENT
(LISTING BROKER/AUTHORIZED BUYER BROKER COMPENSATION)**

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its content or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any questions, the party should seek advice from a competent legal professional before signing.

1. Are you currently a party to a referral agreement with a relocation company or another real estate broker? ☐ YES ☒ NO
2. **1. EXCLUSIVE RIGHT TO SELL.** I, the undersigned Seller(s), hereinafter called "Seller(s)", hereby employ and grant
3. Jeffrey Carter Real Estate, hereinafter called "Listing Brokerage", the exclusive and irrevocable
4. right commencing on _____, and expiring at midnight Central Standard Time on
5. _____ (the "Term"), to sell or exchange the real property described as:
6. S 14, T 18S, R 18W Block PT SE4 OF SE4 Airline Road
7. _____
8. 249 Airline Road, Columbus, Ms., 39702 in Lowndes County, MS.
9. (street address) (city) (zip code) (county)
10. The Property is further described as tax parcel # 62W100402100,
11. in the public records of the county within which the property is located.
12. The foregoing notwithstanding, should the Property be under a pending contract at the expiration date above, the Term shall
13. be automatically extended and remain effective until Closing or termination of such contract, whichever occurs first.
14. **Marketing of Property Commencement Date.** Seller(s) direct Listing Brokerage to market the Property to the general public
15. on the commencement date of this Agreement OR (if completed) on the _____ day of _____,
16. **NOTE:** Listing Brokerage is required to submit the listing to the MLS for cooperation with other MLS participants within one
17. (1) business day of marketing the Property to the public.
18. **2. LIST PRICE.** The list price shall be \$ 35,000.00 and on the following terms 35000
19. _____ or other price and terms that are acceptable to me.
20. **3. COMPENSATION.**
21. (a) **Total Compensation Paid by Seller(s) to Listing Brokerage [CHOOSE ALL THAT APPLY]:**
22. ☒ 10.000 % of the gross sales price*
23. ☐ flat fee of \$ _____*
24. ☐ non-refundable flat fee of \$ _____ upon listing
25. ☐ non-refundable flat fee of \$ _____ if the Property is sold, transferred, conveyed, leased, rented or
26. made unmarketable by Seller(s) without the written consent of Listing Brokerage
27. ☐ flat fee of \$ _____ if the listing is canceled during the term of the listing or any extension, subject
28. to Listing Brokerage's agreement
29. ☐ variable rate as follows: _____
30. _____
31. ☒ Other: minimum commission of \$3,000.00
32. _____
33. (b) Seller(s) acknowledge(s) and consent(s) to Listing Brokerage offering and paying the following compensation out of
34. **Total Compensation Paid by Seller(s) to Listing Brokerage in section (a) above to any cooperating Buyer's Brokerage**
35. **acting for Buyer who procures a buyer ready, willing and able to purchase the Property (may be published in Listing**
36. **Brokerage's consumer-facing websites or in any disclosure/medium/service unrelated to MLS membership):**
37. ☒ 5.000 % of the gross sales price*
38. ☐ flat fee of \$ _____*
39. ☒ Other: minimum commission of \$1,5000.00
40. _____

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41. *Payable if (a) Property is sold or is pending or in contingent status at the expiration of the Term hereof; or (b) if
42. Property is sold, conveyed, or otherwise transferred within 180 calendar days after the termination of this
43. Agreement or any extension thereof (Protection Period) to anyone to whom this Property was shown during the Term,
44. provided Seller(s) has/have received notice in writing, including the names of the prospective purchasers, before or upon
45. termination of this Agreement or any extension thereof. Seller(s) shall be obligated to pay such Compensation if, in the
46. event of breach by Buyer(s), Seller(s) successfully secure(s) specific performance by Buyer(s) on any contract entered
47. into which would otherwise require payment of Compensation under this Agreement.

48. (c) **Disclosure of Listing Brokerage's policies relating to Compensation:**

49. (1) **The amount of real estate compensation is not fixed by law and is fully negotiable; offers of compensation, if made,**
50. **are not blanket, unconditional or unilateral.** By signing this Agreement Seller(s) and Listing Brokerage acknowledge that
51. they have negotiated in good faith as to all Compensation in this Agreement.
52. (2) Offers of compensation may not be made through the MLS, but may be made outside MLS.
53. (3) Seller(s) acknowledge(s) that a Buyer may have entered into a Buyer Agreement with a Buyer's Brokerage that has
54. been negotiated separately from this Agreement. Compensation payable to a Buyer's Brokerage under any separate Buyer
55. Agreement may differ from the amount approved by Seller(s) in 3(b) above. Seller(s) may be asked by Buyer(s) to pay
56. any portion of the Buyer's Brokerage compensation not payable by the Listing Broker at closing.
57. (4) Listing Brokerage has advised Seller(s) of Listing Brokerage's company policies regarding cooperation and the
58. amount(s) of any compensation that will be offered to subagents, buyer/tenant agents and/or brokers acting in legally-
59. recognized non-agency capacities.
60. (5) Buyer agents or brokerages, even if compensated by Listing Brokerage or Seller(s), may represent the interests of
61. Buyers.
62. (6) Any compensation payable to Listing Brokerage by any party other than Seller(s) shall be disclosed to Seller(s) and
63. subject to Seller's(s') informed consent.

64. 4. **MULTIPLE LISTING SERVICE (MLS).** If the Property is publicly marketed, MLS rules require that Listing Brokerage
65. file this listing with the Multiple Listing Service (MLS) within one (1) business day. Public marketing includes, but is not
66. limited to, fliers displayed in the windows, yard signs, digital marketing on public-facing websites, brokerage website displays
67. (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and
68. other applications available to the general public. **[Choose One]:**
69. ☒ Listing Brokerage is a Participant of the GTAR MLS
70. and listing information shall be provided to the MLS to be published and disseminated to its authorized members, MLS
71. Participants and Subscribers, and updated as appropriate. The Listing Brokerage is also authorized to report the sale, when it
72. occurs including, but not necessarily limited to, price, terms and financing.
73. **OR**
74. ☐ Property will not be listed in MLS and will not be marketed publicly. Should the Property be publicly marketed by anyone,
75. including Seller(s), Seller(s) acknowledge(s) and agree(s) that MLS rules require that Listing Brokerage file this listing with
76. the MLS within one (1) business day.

77. 5. **AUTHORIZATIONS.**

78. I authorize Listing Brokerage to advertise my property on the Internet ☒ YES ☐ NO
79. I authorize Listing Brokerage to place lockbox on Property. Location door ☒ YES ☐ NO
80. I authorize Listing Brokerage to post a copy of the Property Condition Disclosure Statement in MLS ☐ YES ☐ NO
81. I authorize Listing Brokerage to place a For Sale/Sold sign on my property ☒ YES ☐ NO
82. Seller(s) authorize(s) Listing Brokerage to publish that Seller(s) is/are willing to consider offering
83. concessions/allowances to Buyer(s) at closing ☐ YES ☐ NO
84. I authorize Listing Brokerage to act as a Disclosed Dual Agent (see section 10). ☒ YES ☐ NO



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85. **6. IMPROVEMENTS.** All improvements and appurtenances are included in the Purchase Price including, if now in or on the
86. Property, the following: all built-in appliances, installed smart home systems and peripheral devices, ceiling fans, all plumbing
87. and heating and air conditioning equipment including any window units, stationary laundry tubs, water heaters, doors,
88. windows, storm doors and windows, window treatments (e.g., shutters, blinds, shades) and associated hardware, awnings,
89. carpet, bathroom fixtures and mirrors, lighting fixtures and their shades, gas logs, fireplace doors and screens, security system
90. components, smoke detectors, garage door openers, antennae and satellite dishes (including rotor equipment but excluding
91. proprietary components), central vacuum systems/attachments, landscaping, fences, permanently installed pet fences and
92. equipment (including collars), gates, outdoor lighting, swimming pools and equipment, mailboxes, water pump(s) and
93. pressure tanks, permanently installed playground equipment, and permanently installed cooking grills, and keys to all doors
94. or on any list attached to this Agreement. Kitchen Refrigerator ☐ will ☐ will not remain with Property.

95. _____
96. List any leased equipment
97. Is there a security system under contract that must be fulfilled? ☐ YES ☒ NO

98. **7. HOMEOWNER OR CONDOMINIUM ASSESSMENTS.** The Property ☐ is ☒ is not part of a Homeowners' or
99. Condominium Association. If the Property is part of an association, the contact for such association is:

100. Association Name: _____ Phone Number: _____
101. Management Company/Contact Name: _____ Phone Number: _____
102. Assessment Amount \$ _____ Payable: ☐ annually ☐ semi-annually ☐ quarterly ☐ monthly

103. **8. LEAD-BASED PAINT.** If the dwelling was built before 1978, a lead-based paint inspection may be required and the presence
104. of known lead-based paint must be disclosed.

105. **9. HOMESTEAD EXEMPTION.** Homestead exemption ☐ is or ☐ is not in effect for the current year as represented by the
106. Property Condition Disclosure Statement.

107. **10. SELLER'S ACKNOWLEDGEMENT.**

108. (a) Seller(s) hereby certify(ies) that all information provided herein is complete, true and accurate to the best of their
109. knowledge and belief. **Seller(s) agree(s) to defend, indemnify and hold harmless the Listing Brokerage and their**
110. **salespersons against and from any losses, damages, claims, suits at law (including court costs and attorney fees) or other**
111. **costs or expenses relating to or resulting from any actual or alleged inaccuracy or incompleteness of the property**
112. **information contained herein or any other information provided by Seller(s) including, but not limited to, any Property**
113. **Condition Disclosure Statement.**

114. (b) By signing below, Seller(s) acknowledge(s) that the **Working With A Real Estate Broker** disclosure form, which is
115. required by the Mississippi Real Estate Commission, has been fully explained to them and they acknowledge a signed copy is
116. attached to this Agreement.

117. (c) Seller(s) acknowledge(s) that they have good, marketable and sellable title to the Property and all improvements offered for
118. sale therewith and full and complete authority to execute this Agreement. Seller(s) agree(s) to convey merchantable and
119. insurable title, subject only to the following items recorded in the Chancery Clerk's Office(s) wherein Property is located:
120. easements without encroachments, applicable zoning ordinances, protective covenants and prior mineral reservations
121. ("Permitted Exceptions"). Seller(s) further agree(s) to prorate taxes, leases and/or association fees for the year of conveyance
122. through the date of conveyance; and to pay off or satisfy and resolve all special assessments or other encumbrances other than
123. Permitted Exceptions prior to the date of conveyance unless specifically agreed otherwise in writing with any Buyer(s).

124. (d) Seller(s) further agree(s) to permit Listing Brokerage to reassign Seller(s) to another agent within the firm for representation
125. should Seller(s) and Listing Brokerage agree that reassignment is best.

126. (e) Seller(s) acknowledge that it is possible that Listing Brokerage may represent both Seller(s) and Buyer(s) in the same
127. transaction upon proper disclosure and written consent of both Seller(s) and Buyer(s). This is called "Disclosed Dual Agency."
128. In such instances, Listing Brokerage would have two (2) clients in the same transaction, and as a result Listing Brokerage may
129. have limitations on Listing Brokerage's ability to represent either party fully and exclusively.



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130. (f) Seller(s) acknowledge(s) that any Buyer(s) under contract retain(s) the right to perform inspections (with at least
131. twenty-four hours' notice) and a final walk-through inspection of the Property prior to Closing to verify the terms of the
132. Contract have been fulfilled, to confirm that any Seller repairs or Seller's(s') removal of personal property has not damaged
133. the Property, and to confirm that the Property is free of Seller's(s') personal property. Seller(s) agree(s) to provide unlimited
134. access to the Property and shall see that all utilities are on for final walk-through inspection and continuing through the time of
135. Closing, except as otherwise agreed in writing.
136. (g) Seller(s) further acknowledge(s) that Listing Brokerage shall not be obligated to continue to market Property after an offer
137. has been accepted by Seller(s).
138. (h) Seller(s) agree(s) to cooperate with Listing Brokerage and its agents in selling the Property and authorizes Listing
139. Brokerage, its agents and/or agents with customers or clients to enter Property for purposes of showing/reviewing Property at
140. reasonable times; to promptly tell Listing Brokerage about all inquiries received concerning the Property; provide
141. Homeowners Association documentation, if applicable; and remain responsible for safekeeping, safeguarding, securing and/or
142. concealing any valuable personal property during showings or open houses.
143. **11. LISTING BROKERAGE ACKNOWLEDGEMENT.**
144. (a) Listing Brokerage and its agent(s) agree:
145. (1) to exercise all duties to Seller(s) as set forth in the **Working With A Real Estate Broker** disclosure including the
146. fiduciary duties of confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence;
147. (2) to exercise the duty of honesty and fair dealing to all parties;
148. (3) to exercise the duty to disclose all facts known to Listing Brokerage materially affecting the value of the property,
149. which are not known to, or readily observable by, the parties in a transaction;
150. (4) to protect and promote the interests of their Client.
151. (b) When an offer is made on the Property, Listing Brokerage shall document and date Seller's(s') personal acceptance or
152. rejection of the offer and, upon written request, shall provide a copy of such document to the person making the offer. Upon
153. written request by a cooperating REALTOR® broker, Listing Brokerage shall provide, as soon as practical, a written
154. affirmation to the cooperating broker stating that the offer has been submitted to the Seller(s), or a written notification that the
155. Seller(s) has/have waived the obligation to have the offer presented.
156. **12. EQUAL HOUSING OPPORTUNITY.** This property is offered in compliance with applicable anti-discrimination laws. THE
157. PARTIES UNDERSTAND AND ACKNOWLEDGE THAT IT IS ILLEGAL TO DISCRIMINATE AGAINST ANY
158. PROSPECTIVE BUYER ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX (INCLUDING
159. GENDER IDENTITY AND SEXUAL ORIENTATION), FAMILIAL STATUS OR DISABILITY.
160. **13. AUDIO & VIDEO; PHOTOGRAPHY.** Owners, Sellers, Invitees and Buyers of real property using audio and/or video
161. surveillance devices capable of photography, videography or videotelephony are solely responsible for compliance with
162. applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security
163. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs.
164. Audio or video recordings or photographs may be illegal under state, local and/or federal laws, depending on the
165. circumstances. Sellers of real property acknowledge that prospective purchasers or their agents, representatives, appraisers,
166. inspectors, contractors or others may photograph or make video recordings of the interior and exterior of Seller's property in
167. the context of a showing, inspection, open house or examination of the property. Sellers should remove or secure any items of
168. a personal nature that Seller does not want photographed, recorded or transmitted, such as family photographs, valuables,
169. paperwork and any items containing personally identifiable information. Sellers and Buyers are urged to consult legal counsel
170. concerning applicable laws and take steps to protect against practices violative of rights of persons owning, inhabiting,
171. utilizing, viewing or visiting the property. **By signing this contract, you acknowledge receipt of this notice and agree to**
172. **hold the brokerages and their agents harmless from all claims (excepting only claims under the exclusive jurisdiction of**
173. **the Mississippi Real Estate Commission under license law or claims under the National Association of REALTORS®**
174. **Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio surveillance systems or**
175. **photography, videography or videotelephony.**



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176. **14. MULTIPLE OFFERS.** In the event that more than one offer is made before Seller(s) has/have accepted an offer, any other
177. written offer received by Listing Brokerage, whether from a prospective purchaser or from another licensee cooperating in a
178. sale, shall be presented to Seller(s) unless Listing Brokerage has specific, written instructions from Seller(s) to postpone the
179. presentation of other offers. Listing Brokerage cautions Seller(s) against countering on more than one offer at the same time.
180. In the event any subsequent offers are presented to Seller(s), after acceptance of a prior offer, Listing Brokerage recommends
181. that Seller(s) obtain the advice of legal counsel prior to acceptance of a subsequent offer except where the acceptance is
182. contingent on the termination of the pre-existing purchase contract. Should multiple offers be received, Listing Brokerage will
183. inform Seller(s) of their options and receive further instructions. Listing Brokerage must respond to written requests from
184. cooperating brokers submitting offers that such offer has been submitted to Seller(s) or that Seller(s) has/have waived the
185. obligation to receive such offer.

186. **15. PREMISES SAFETY & LIABILITY; WAIVER.** Seller(s) acknowledge(s) that Seller(s), and not Listing Brokerage or any
187. of Listing Brokerage's agents, are solely responsible for the Property and safety of the Property during the Term hereof, and
188. during any Protection Period. Seller(s) covenant(s) to make reasonable efforts to maintain a safe environment for visitors to
189. the Property during the Term hereof. **For and in consideration of the entry of Listing Brokerage into this Agreement and**
190. **performance of the services hereunder, and excluding only claims pertaining to the gross negligence of Listing**
191. **Brokerage or its agents, Seller(s) and their successors, relatives, assigns, employees, employers, executors,**
192. **administrators, beneficiaries, insurers, reinsurers, subrogees, officers, directors, stockholders, associates, sister**
193. **companies, affiliated corporations, attorneys, representatives and all other related entities and individuals in privity**
194. **therewith agree to defend, indemnify and hold harmless Listing Brokerage and their agents against and from any**
195. **losses, damages, claims, suits at law (including court costs and attorney fees) or other costs or expenses relating to or**
196. **resulting from any actual or alleged injury, harm, loss, damages or claim of any nature asserted by any person**
197. **whatsoever having to do with or arising out of any injury to any person or property entering or upon Seller's(s')**
198. **Property during the Term hereof, including any Protection Period.** This comprehensive release includes, but is not limited
199. to, damage due to vandalism, theft, freezing pipes, open houses or showings of the Property. Nothing herein releases or
200. excuses any duties of Listing Brokerage or its agents under the Mississippi Real Estate Broker License Act of 1954 or
201. corresponding regulations.

202. **16. ATTORNEY'S FEES.** In any legal action, proceeding or arbitration arising out of this Agreement, the prevailing party shall
203. be entitled to reasonable attorney's fees and costs from the non-prevailing party.

204. **17. ENTIRE AGREEMENT.** There are no other agreements or conditions except as set forth herein and on the MLS profile
205. sheet attached, if any. No verbal statements, representations, promises or inducements shall have any validity or effect nor
206. shall be a part of this Agreement. Any amendments, changes, additions or deletions to this Agreement must be in writing
207. signed by all parties. Seller(s) should seek professional, legal and/or tax advice.

208. **18. NOTICE.** Any notices required or permitted to be given under this Agreement shall be delivered by hand or mailed by
209. certified registered mail, return receipt requested, in a postage prepaid envelope; by nationally recognized overnight carrier
210. service; or by email (if the email address is listed below), at sender's option, and addressed to Seller or Listing Brokerage (as
211. agent for Seller) as follows:

212. **Seller(s) Address:** _____

213. **Seller(s) Email:** _____

214. **Listing Brokerage Address:** P. O. Box 8774, Columbus, Ms. 39705

215. **Listing Brokerage Email:** jeffreymelissa@bellsouth.net

216. **19. HEADINGS; SINGULAR AND PLURAL SAME:** Headings are inserted for the convenience of the Parties only and are not
217. to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in
218. the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender
219. and the feminine gender and vice versa.

220. **20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA").** 26 U.S. Code Section 1445 of the Internal
221. Revenue Code provides that a transferee ("Buyer(s)") of a United States real property interest must be notified in writing and
222. must withhold tax if the transferor ("Seller(s)") is a foreign person and no exceptions from FIRPTA apply. Buyer(s) and
223. Seller(s) agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code. Seller(s) shall
224. represent and warrant, under penalties of perjury, whether Seller(s) is a "foreign person" (as the same is defined within
225. FIRPTA) prior to Closing. Any representations made by Seller(s) with respect to this issue shall survive Closing and delivery
226. of the deed. Buyer(s) and Seller(s) shall complete, execute and deliver, on or before Closing, any instrument, affidavit, or
227. statement reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal
228. taxpayer identification numbers or Social Security numbers.

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Rev. Date 10/2024

F4A – Exclusive Authorization and Right to Sell Listing Agreement (LISTING BROKER/AUTHORIZED BUYER BROKER COMPENSATION)

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Untitled

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NOVEMBER 19, 2024

229. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's(s') responsibility for
230. withholding the applicable tax, Buyer(s) and Seller(s) should seek legal and tax advice regarding FIRPTA compliance, as the
231. respective Broker(s)/Agent(s) representing or assisting either party will be unable to assure either party whether the transaction
232. is exempt from FIRPTA withholding requirements.
233. Seller [CHOOSE ONE] ☐ is ☐ is not a foreign person for purposes of FIRPTA.

234. 21. OTHER PROVISIONS: _____
235. _____
236. _____
237. _____
238. _____
239. _____

240. 22. CANCELLATION. This Exclusive Right to Sell Listing Agreement may be cancelled only upon mutual written consent of
241. the parties. The foregoing notwithstanding, Listing Brokerage may cancel this Agreement if the Property is sold, transferred,
242. conveyed, leased, rented or made unmarketable by Seller(s) without the written consent of Listing Brokerage, reserving all
243. rights as to any claim for damages relating thereto.

244. Signed this the _____ day of _____, _____, and a copy hereof received.

245. SELLER _____ SELLER _____

246. Print name: City Of Columbus Print name: _____

247. BROKER FIRM NAME: Jeffrey Carter Real Estate

248. _____
249. Broker or Broker's Affiliated Salesperson

250. Print Name: Jeffrey Carter



J. Discuss/Approve *Order Vacating and Abandoning Unopened Municipal Street*.

The Mayor and Council of the City of Columbus took up for consideration a petition filed by Alex Sparkman, joined by all his neighbors claiming an interest in the relief requested in his petition, seeking an order approving the City to vacate and abandon the section of roadway located on 7th Avenue North pursuant to the description. Council Member Jones made a motion to proceed with the *Order Vacating and Abandoning Unopened Municipal Street*. Councilwoman DiCicco seconded the motion, and after due consideration and discussion, the Mayor called for a vote on the motion which the Council Members voted, individually and as a group as follows:

Council Member Stewart	voted: <u>YES</u>
Council Member Joseph Mickens	voted: <u>YES</u>
Council Member Rusty Greene	voted: <u>YES</u>
Council Member Pierre Beard	voted: <u>YES</u>
Council Member Stephen Jones	voted: <u>YES</u>
Council Member Jacqueline DiCicco	voted: <u>YES</u>

The Mayor then announced that the foregoing Order had passed on a vote of 6 to 0 and that said Order was thereby adopted.

THE ORDER FOLLOWS:

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BEFORE THE MAYOR AND CITY COUNCIL
OF THE CITY OF COLUMBUS, MISSISSIPPI

ALEX SPARKMAN

PETITIONER

ORDER OF MAYOR AND CITY COUNCIL
VACATING AND ABANDONING UNOPENED MUNICIPAL STREET

The Mayor and City Council of the City of Columbus, at a regular meeting of November 19, 2024, took up for consideration a petition filed by Alex Sparkman, joined by all his neighbors claiming an interest in the relief requested in his petition, seeking an order approving the City to vacate and abandon the section of roadway described herein as follows:

1. 7th Avenue North dead-ends at its intersection with 7th Street North and also at its intersection with 8th Street North. Stated another way, between 8th Street North and 7th Street North the City has never opened 7th Avenue North to vehicular traffic or improved or maintained the roadway, due to its terrain. Petitioner alleges that it serves no useful purpose to the City, is not being used for municipal purposes and should be vacated and abandoned, so that the owners on both sides of the property may maintain it.

2. The portion of 7th Avenue sought to be vacated and abandoned serves no useful purpose to the travelling public and the vacation and abandonment of it would not negatively affect any person or entity. Abandonment and vacation of the roadway would allow the leasehold interest to revert to the successors in

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interest to the original owners on each side of the roadway up to the centerline. *Mississippi Code* §21-37-7.

3. Therefore, pursuant to *Mississippi Code* §21-37-7, as amended, The Mayor and City Council of the City of Columbus, Mississippi, hereby find, adjudicate and declare that the roadway described above is not needed for municipal purposes, and therefore abandons and vacates said right-of-way, more particularly described as follows:

7th Avenue North:

That part of 7th Avenue North lying West of the Westernmost edge of the road right-of-way of 8th Street North and from there to the Easternmost edge of the road right-of-way of 7th Street North, less and except any preexisting easements for water, sewer, storm or electricity, whether recorded in the land records or not, and ten feet on each side of the water, sewer or storm lines, particularly reserving for the Columbus Light and Water Department an easement for a waterline, depicted in yellow-green on the attached Exhibit 1 and ten feet on each side thereof.

4. The other owners of the property along the property described in paragraph 4 above, Patricia Winters, Craig Willis II and Lillian Rae, Bradley K. Long and Olive Backstrom Dollar understand that this Petition has been filed, have joined in the relief requested in the Petition and agree to accept the 16th Section leasehold interest of the property to be abandoned and vacated with such interest going to their adjacent property, up to the centerline of the described roadway to be abandoned, less and except any easements referenced above and ten feet on each side thereof.

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5. Council Member _____ moved for adoption of the aforementioned and above described Order and that the said section of street be abandoned and removed from the official City road map and that a copy of this Order be forwarded to the City's tax assessor so as to be included as taxable private property. The Motion was seconded by Council Member _____ and, after due consideration and discussion, the Mayor called for a vote on the motion which the Council Members voted, individually and as a group as follows:

Council Member	Vote (Yea or Nay)
Council Member Stewart	_____
Council Member Mickens	_____
Council Member Greene	_____
Council Member Beard	_____
Council Member Jones	_____
Council Member DiCicco	_____

The Mayor then announced that the foregoing Order had passed on a vote of _____ to _____ and that said Order was thereby adopted.

SO ORDERED AND ADJUDICATED, this the 19th Day of November, 2024.

KEITH GASKIN, MAYOR

ATTEST:

JAMES BRIGHAM, SECRETARY/TREASURER
CITY CLERK AND CFO

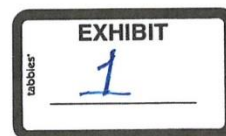
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From: Kevin Stafford <kevin.stafford@neel-schaffer.com>
Sent: Wednesday, October 30, 2024 12:55 PM
To: Jeff Turnage <jturnage@mitchellmcnutt.com>
Cc: Stephen T. Jones, ABR, ePro <sjones1055@gmail.com>; Brett Brasher <brett.brasher@neel-schaffer.com>; Ricky Dye

K. Discuss/Approve Appraisal for the Fossil Park

Councilwoman DiCicco made a motion to approve the Appraisal for the Fossil Park, which will be paid out of the funds that were donated. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

Ayad Taofik – Project Manager with Waggoner Inc. introduced the new local Project Manager, Josh Sansing., PE.

ADJOURNMENT:

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

Approved by: _____
Keith Gaskin, Mayor

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

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