

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

**JANUARY 18, 2021
5:00 P.M.**

The Mayor and City Council met in Regular Session on Tuesday, January 18, 2022 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Keith Gaskin presided over the meeting, and all Council Members were present. Also present were the General Counsel, Police Chief, Assistant Police Chief, and HR Director. All other Department Heads participated via ZOOM.

I. CALL TO ORDER AND INVOCATION

Mayor Gaskin called the meeting to order and called upon Rev. Nathaniel Houston, Sr., Pastor of Millers Chapel M. B. Church of Macon, MS and President of the Northeast Mississippi Baptist State Convention to offer the Invocation.

II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

The Council discussed moving the Consent Agenda before the Docket of Claims on the Agenda with the reasoning that items are listed on the Consent Agenda that must be paid and, therefore, becomes a part of the Docket.

Add Derelict Property as Item "J" on the Policy Agenda.

III. APPROVE MINUTES FOR PREVIOUS MEETING:

A. Approve Minutes for the Meeting of January 4, 2022

Council Member Mickens made a motion to approve the Minutes for the Meeting of January 4, 2022. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

IV. APPROVE DOCKET OF CLAIMS

Council Member Mickens made a motion to table the Docket of Claims until all Council Members have had the opportunity to review it. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

V. CONSENT AGENDA

- A. Approve request to send CPD Officer, Jayonna Minor, to the "Mississippi Delta Community College Law Enforcement Training Academy" in Moorhead, MS and approve payment of \$150.00 for tuition.
- B. Approve request to renew Notary Commission for Administrative Assistants Doris Bluit and Daphne Terry and approve payment for necessary notary supplies in the estimated amount of \$400.00.
- C. Accept letter of resignation from CPD Officer, Lorenzo Burns, effective January 10, 2022, and approve compensation of unused vacation leave.
- D. Approve request for CPD Officers: Jaylan Barry, Glenn Jenkins, Christopher Smith and Lexus Ware, to attend the "Advanced Roadside Impaired Driving Enforcement Course" to be held in Starkville, MS at no cost to the City.
- E. Approve request to send Fire & Rescue personnel: Josh Connors and Thomas Parsons, to Firefighter Intervention Rescue Survival Techniques, to be held in Jackson, MS and approve payment of \$730.00 for registration, \$50.00 for travel, and reimbursement of meal expenses.
- F. Approve request to send Fire & Rescue personnel, Brandon Mckay, to the Mississippi Trainee Agility Test, to be held in Starkville, and approve payment of \$30.00 for course fee.
- G. Approve request to send Fire & Rescue personnel: Jason Pool, Michael Reynolds and Josh Westbrook to NFPA 1021, to be held in Jackson, MS and approve payment of \$525.00 for registration, \$50.00 for travel and reimbursement of meal expenses.
- H. Approve request to send Fire & Rescue personnel: Kyler Kidder and Tiberias Lampkin, to NREMT final examination, to be held in Tuscaloosa, AL, and approve payment of \$200.00 for registration and \$50.00 for travel.

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- I. Approve reimbursement to Mike Chandler for payment of the required medical tests for two (2) Fire & Rescue personnel for acceptance in the EMP program at EMCC.
- J. Approve reimbursement of \$695.00 each to Mike Chandler and Alan Lewis for paying for early registration to attend the Excellence Conference.
- K. Accept letter of resignation from Tameka Smith, Municipal Court Collection Clerk, effective January 20, 2022 and approve the Human Resources Director to begin the normal recruitment process to fill the position.
- L. Approve Annual Market Street Festival funding in the amount of \$15,000.00, pursuant to the Inter-local Agreement.
- M. Declare refurbishing of City's downtown Christmas Pole Decorations as a sole-source item and approve payment for service to Dixie Decorations, Montevallo, AL.
- N. Approve refund of \$420.00 deposit to NE Mississippi Baptist State Convention due to COVID cancellation as recommended by Rogena Bonner, Director of Trotter Convention Center.

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

VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA

A. General Comments from the Mayor and Council Members

There were no comments from the Mayor and Council Members.

MONTHLY REPORTS:

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

B. Swearing in of one Columbus Fire & Rescue Firefighter

Mayor Gaskin swore in Fire & Rescue Firefighter Donald Buckner as the recited the Oath of Office. Members of the Fire & Rescue Command Staff were present to present Firefighter Buckner his helmet and insignia.

C. Board Appointment

Joe Dillon, Public Information Officer, announced the vacancy on the Board of Adjustment & Appeals of Development Codes and remarked that there was one (1) applicant who did not meet the requirements established by the board.

**BOARD OF ADJUSTMENT & APPEALS OF DEVELOPMENT
CODES**

1 Vacancy, 1-Year Term, Alan Lewis' Term expired 1/07/2022.
There are no applicants at this time.

Council Member Jones made a motion to extend the appointment of a member to this board until the next regular Council Meeting. Council Member Diccico seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

**D. Monthly Report from the Building Inspection Department for
December 2021**

The Monthly Report from the Building Inspection Department for December 2021 was presented. No action was taken.

**E. Monthly Report from the Code Enforcement Department for
December 2021**

The Monthly Report from the Code Enforcement Department for December 2021 was presented. No action was taken.

**F. Monthly Report from the Office of Planning & Community
Development for December 2021**

The Monthly Report from the Office of Planning & Community Development for December 2021 was presented. No action was taken.

**G. Monthly Report from the Columbus Fire & Rescue Department for
December 2021**

The Monthly Report from the Columbus Fire & Rescue Department for December 2021 was presented. No action was taken.

H. Monthly Report from the Municipal Court Division for December 2021

The Monthly Report from the Municipal Court Division for December 2021 was presented. No action was taken.

I. Monthly Report from the Public Works Department for December 2021

The Monthly Report from the Public Works Department for December 2021 was presented. No action was taken.

J. Monthly Report from the Columbus Police Department for December 2021

The Monthly Report from the Columbus Police Department for December 2021 was presented. Chief Shelton reported that 157 Citation was written and ten (10) were retired to the file. No action was taken.

K. Monthly Report from the Columbus Recreation Department for December 2021.

The Monthly Report from the Columbus Recreation Department for December 2021 was presented. No action was taken.

VII. CITIZENS INPUT AGENDA

Reau Berry: JTB Furniture, RE: Tax Abatement application

Mr. Reau Berry, owner of JTB Furniture, came before the Mayor and Council with an Application for Ad Valorem Tax Exemption only, excluding school taxation for the property located at 1402 Waterworks Road, Columbus, MS. Council Member Beard made a motion to approve three (3) Resolutions granting tax exemptions on equipment purchased in years 2017, 2018 and 2019 for the full ten-year period on each, according to State law. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

(General Counsel Turnage will obtain exact exemption amounts from Lowndes County Tax Assessor, which will be inserted in the official minutes).

VIII. POLICY AGENDA

A. Discuss/Approve recommendations from the January 10, 2022 Planning Commission Meeting

Permitted Use Request 22-01

On Behalf of Pat Thompson
3623 Azalea Circle
Parcel #57W06-00-02100
R-1 Single Family Residential District

Request to use a single family dwelling as an Air BNB

The Planning Commission sends no recommendation to the Mayor and City Council because a majority of all members composing the Commission did not make a decision.

Ms. Pat Thompson participated in the meeting via ZOOM and requested a variance of permission to use her property as an Air BNB as a short term rental. The Mayor and Council heard from residents/neighbors that live in Northaven Woods who are in opposition of the Air BNB in their neighborhood. Ms. Morrie Weatherly, owner of an Air BNB in Starkville, MS participated in the meeting via ZOOM to help clear up some of the concerns about traffic at the residence. All of the traffic will cease since they are complete with remodeling the structure. Council Member Jones made a motion to send this request back to the Planning Commission for a recommendation. Council Member Stewart seconded the motion.

SUBSTITUTE MOTION:

Council Member Green made a substitute motion to uphold the Planning Commission's decision and deny P/U Request 22-01. Council Member Dickey seconded the motion.

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

The motion failed 2/4.

ORIGINAL MOTION:

Council Members Stewart, Mickens, Beard and Jones voted in favor of the motion to send this request back to the Planning Commission for a recommendation. Council Members Greene and Dickey opposed the motion.

The motion carried 4/2.

Permitted Use Request 22-02

On Behalf of Shaquita Goulde – Jefferson
342 Sylvan Road
Parcel #55W18-00-08200
R-1 Single Family Residential District

Request to allow a Child Daycare

Council Member Diccio moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to grant request from the property owner to allow a Child Daycare at 342 Sylvan Road be approved. Council Member Greene seconded the motion. Building Official, Kenney Wiegel, stated that there were no objections to this request. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion.

The motion carried 6/0.

B. Discuss/Approve hiring a Lobbyist to represent the City of Columbus

Council Member Jones made a motion to explore hiring a Lobbyist and entering a contract. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

C. Discuss Boards that we appoint in the City coming before the Council to update us and the public on a regular basis

Council Member Jones made a motion to request that members on various board come before the Mayor and Council on a regular basis and discuss updates/progress. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

**D. Discuss/Approve Fixed Base Operations (FBO) Agreement from
“Straight-Up Aviation, LLC” for Columbus-Lowndes County Airport**

General Counsel Turnage presented the Fixed Base Operator's Lease Agreement and Maintenance and Management Agreement to the Mayor and Council for consideration and approval. The Agreement made the 18th day of January, 2022 by and between the City of Columbus, Mississippi, a Mississippi body politic and the Board of Supervisors of Lowndes County, Mississippi, a Mississippi body politic, both hereinafter collectively referred to as “Lessor” and, James Dan Duston and Straight Up Aviation, LLC both hereinafter collectively referred to as “Lessee.” The term of this Agreement is five (5) years beginning January 1, 2022 and terminating on December 31, 2027, 12:00 o'clock midnight. The Lessor shall pay Lessee the sum of \$12,000.00 per quarter of a year as a fixed base operator fee as consideration for Lessee's performance of the terms and conditions specified in the Agreement, due on the first day of each month in the amount of \$4,000.00 during the remainder of the fiscal year. Thereafter, Lessor shall pay Lessee the sum of \$15,000.00 per quarter of a year due on the first day of each month in the amount of \$5,000.00 for the remainder of the term of this Agreement. Lessor shall pay Lessee an additional sum of \$3,000.00 per quarter of a year upon any extension or renewal hereof. Council Member Beard made a motion to approve the Fixed Base Operations (FBO) Agreement from “Straight Up Aviation, LLC for Columbus-Lowndes County Airport according to the terms in the Agreement. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

THE FBO AGREEMENT FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

**STATE OF MISSISSIPPI
COUNTY OF LOWNDES**

**FIXED BASE OPERATOR'S LEASE AGREEMENT AND
MAINTENANCE AND MANAGEMENT AGREEMENT**

This Agreement made this the 18th day of January, 2022, by and between the City of Columbus, Mississippi, a Mississippi body politic and the Board of Supervisors of Lowndes County, Mississippi, a Mississippi body politic, both hereinafter collectively referred to as "Lessor" and, James Dan Duston and Straight Up Aviation, LLC both hereinafter collectively referred to as "Lessee."

WITNESSETH

Lessor, for and in consideration of the covenants, agreements and stipulations contained herein to be kept and performed by the Lessee, a fixed base operator, has Leased and rented and by these presents Leases and rents unto Lessee, and Lessee, in consideration of the right to operate, and the covenants, agreements and stipulations contained herein, hereby agrees to Lease and act as a fixed base operator for the Lessor on the following described:

The non-exclusive use of the Columbus-Lowndes County
Airport located at 368 Fabritek Drive, Columbus, MS.

1. The term of this Agreement is five (5) years beginning January 1, 2022 and terminating on December 31, 2027, at 12:00 o'clock midnight.
2. The Leased premises shall be used and occupied by Lessee solely for the purpose of conducting Lessee's business as a fixed base operator, maintenance facility, aviation showplace and museum, or such other commercial activities consistent with the operation of the Airport, and as may be described in minimum standards for fixed base operators at Columbus-Lowndes County Airport. Said minimum standards may be established, defined and adopted by the Lessor and properly recorded in Lessor's minutes. Lessee covenants that it shall comply with any such reasonable minimum standards that may be adopted by Lessor at all times, and that any willful violation thereof shall be considered a breach of the terms and conditions of this Agreement.
3. Lessor hereby agrees that this Lease is a fixed base operator's Lease with Lessee with respect to the property of the Columbus-Lowndes County Airport.
4. The Lessee, as both the FBO and Airport Manager, either itself or through its agents and employees, shall have full authority to operate the Leased premises during

normal business hours, Monday through Sunday, for the use and benefit of the public and to make available to the public, on a call-out basis, twenty- four hours per day, seven days per week, 365 days per year, all Leased Airport facilities, and shall furnish all services provided for herein on a fair, equal and non-discriminatory basis to all users thereof, and to charge fair, reasonable and non-discriminatory prices for each unit or service; provided however, that the Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. The Lessor agrees that the rates and charges for such activities, supplies and services shall be fixed by the Lessee. All services offered by the Lessee shall be performed with reasonable promptness and courtesy.

5. Lessee shall be responsible for the actions of all of its employees and shall render the Lessor safe and harmless from responsibility for any actions of negligence of Lessee and of Lessee's employees. Lessee shall obtain, at its own expense, general liability insurance within limits of \$1 million as to personal injury or death, and \$1 million as to property damages to protect Lessor from actions resulting in Lessee's operation of the Airport. Lessee shall show the City of Columbus and the County of Lowndes as additional named insureds with notice of cancellation and waiver of subrogation on said policies of insurance.

6. Lessee further agrees to keep the Leased area and premises in a neat and orderly manner, free of offensive or unreasonably dangerous materials or conditions.

7. The use of the premises, facilities, rights, services and privileges granted hereunder shall be as listed below. Lessee will collect rents for any and all existing hangars and any hangars constructed by Lessee or others, if approved by Lessor, during the term of this Lease or any extension thereof.

8. Lessor shall pay Lessee the sum of \$12,000.00 per quarter of a year as a fixed base operator fee as consideration for Lessee's performance of the terms and conditions specified herein, due on the first day of each month in the amount of \$4,000 during the remainder of the fiscal year. Thereafter, Lessor shall pay Lessee the sum of \$15,000 per quarter of a year due on the first day of each month in the amount of \$5,000 for the remainder of the term of this Agreement. Lessor shall pay Lessee an additional sum of \$3,000 per quarter of a year upon any extension or renewal hereof.

9. Lessee, as part of his duties as FBO shall use best efforts to keep all rental hangars occupied.

10. Lessee, as possessor of the Property, shall be solely responsible for securing tenants for the hangar spaces. Lessee shall set the monthly rental amounts, shall collect same for use of and on behalf of Lessee. Lessee shall require each hangar tenant

to enter into a written hangar Lease, with the Lessee serving as Sub-Lessor and specifying the terms of the hangar rental sub-Leases, including the monthly advance rental sums due and other standard hangar rental provisions, and shall furnish copies of such rental agreements to the Lessor upon request by delivering same to the Chief Operating Officer of the City. Lessee may, but is not required to, render monthly bills to the hangar tenants for said rentals but shall require hangar tenants to pay hangar rental payments on a monthly basis in advance. In the event a hangar tenant shall breach its obligation to make hangar rental payments to the Lessee, Lessee shall use all reasonable diligence to collect and/or evict such defaulting hangar tenant(s). Lessee shall have the authority to evict defaulting tenants and holdover tenants by whatever legal process it elects. In addition, Lessee shall be responsible for the general maintenance and on-site supervision of tie downs and hangar space rentals.

11. Lessor shall be responsible and liable for the maintenance and repair of the roof, electrical, heating and air conditioning units, plumbing, exterior walls, any major renovation of the terminal building and Maintenance Hangar, including replacement on the Leased premises. Lessee shall be responsible for repair and maintenance of items broken or damaged as a result of the intentional act or gross negligence of Lessee. Except as otherwise set forth hereinabove, Lessee shall be responsible and liable for routine maintenance, cleaning and repair of all portions of the Leased premises including, but not necessarily limited to, restrooms, Maintenance Hangar, Terminal Building, windows, doors, doorways, communication equipment and lighting fixtures. All reasonably required parts, supplies and labor required for said cleaning, routine maintenance and repairs by Lessee shall be supplied by the Lessee.

12. Lessor shall be responsible and liable, except as otherwise provided for herein, for maintenance of the taxi areas, runways and aprons located on the Leased premises. Lessee shall be responsible for the cutting of all grass and vegetation so that it does not exceed six inches in height and in any case not less than each two weeks within the following areas:

- a. Area surrounding terminal, hangars, driveway, new Lessee Hangar and Maintenance Hangar.
- b. The area either side of the runway center line and all areas beyond each end of the runway;
- c. The area either side of the taxiway center line and the area from the edge of the apron;
- d. All other areas located in the Columbus-Lowndes Airport proper.

13. Lessor will furnish a zero-turn mower, tractor, cutter and brush attachment which shall be used by the Lessee for maintenance and cleaning of the grounds, which maintenance Lessee shall provide. Lessor will provide the fuel for said tractor and mower and maintenance and repair of said equipment. Lessor shall be responsible for delivery and pickup of such equipment for maintenance and repair, and Lessee shall be responsible for pick-up of fuel for same. Lessee shall be responsible for keeping paved surfaces, including the runway and taxiways, free of foreign objects and debris; however, notwithstanding this provision, Lessor shall at regular intervals, use a sweeper truck to remove small particles of dust and/or dirt. Lessor shall be responsible for repairs of the runway, taxiway and apron. Lessee shall spray weeds or other vegetative growth along fence surrounding the premises at reasonable times as necessary and shall keep all grass and vegetation neatly cut and trimmed.

14. Lessor shall be responsible and liable for the normal maintenance and repair of the runway light facilities and beacon. In case of failure of said lights or beacon, Lessee agrees to immediately notify the City's Chief Operations Officer of said failure. Lessee shall daily inspect said lights and beacon and maintain a weekly log of such inspections, including the date of the inspection, the time of the inspection, the condition of said lights and beacon at the time of the inspection and the person making the inspection. Lessor shall furnish all reasonable supplies required and parts necessary, engineering and labor to maintain said lights and beacon.

15. Except as specifically set forth otherwise in this Agreement, Lessor shall be responsible and liable for the payment of any and all utilities incurred in the operation of the Leased premises, including utility expenses incurred in the operation of the runway lights and beacon light. In the event the Lessee's use of electrical service is deemed excessive by the Airport Advisory Board (subject to appeal to the Lessor), Lessee agrees to pay 75% of such charges deemed excessive, which payment shall be reimbursed to Lessor by Lessee at the end of the calendar year. Lessee shall be solely responsible for payment of the utilities at the Maintenance Hangar, which utilities Lessee shall keep operational, paid and current throughout the term of this Agreement and any and all extensions thereof.

16. Lessee shall provide courtesy vehicular transport service or provide car rental services as requested by patrons of the Airport. Lessee may satisfy its obligations to provide such service via independent contracts with third party service providers.

17. Lessee shall act as a retailer and shall purchase at Lessee's expense adequate supplies for sale, and shall maintain for sale to Airport patrons, at all times during the term of this Agreement, an adequate supply of Av. Gas and Jet Fuel, which shall be

of suitable quality for such use. Lessee shall be entitled to use and keep the proceeds of such sales as a retailer of same. Such fuel shall be kept in a commercially appropriate manner, and the equipment for storage and dispensing of same shall meet applicable safety standards for possession and sale of same. Lessee shall furnish upon request by Lessor detailed and accurate records of all fuel sold.

18. Except for subleases of hangar spaces to third party sublessees, Lessee shall not, without prior consent of the Lessor and said consent not to be unreasonably withheld, assign this Agreement or any interest thereunder or sublet the premises or any part thereof or permit the use of the premises by any party other than Lessee and its employees.

19. It is expressly agreed by the Lessee and the Lessor that all rights, privileges and liabilities imposed on both parties by this Agreement are subject and subordinate to any conditions, restrictions, limitation, rules or regulations of any agreement or contract pertaining to said Airport between the United States Government or any Department or Agency thereof having jurisdiction over said Airport and the Lessor and to rules and regulations of the applicable Aviation Agency of the State of Mississippi.

20. The Lessee, for itself, its personal representatives, successors in interest and assigns, as part of the condition hereof, does hereby covenant and agree that:

- a. No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefit of or be otherwise subjected to discrimination in the use of the Leased premises.
- b. In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color or national origin, shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination.
- c. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

It is further agreed that in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to immediately terminate this Lease and to reenter and repossess said land and the facilities thereof, and

hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

21. It is expressly understood and agreed by both Lessor and Lessee that this Lease may be canceled by either party giving written notice to the other of the intention to terminate same, ninety (90) days in advance of such cancelation date.

22. It is expressly understood and agreed by both Lessor and Lessee that in the event of default or breach of Lessee in any of the covenants and agreements herein contained, it shall be lawful for the Lessor at any time, after giving Lessee thirty (30) days notice of said default, and the failure of the Lessee to cure same, at its election, to reenter said premises, or any part thereof, with or without legal process, and repossess the same without prejudice to or waiver of any remedy or remedies which Lessor may have for rent or otherwise, and in such event Lessee agrees to pay Lessor all reasonable attorney's fees, court costs and other expenses incurred in the collection of any rent or enforcement of any covenant or agreement herein contained.

23. Lessee agrees that the Leased premises are to be used for aviation aircraft or Airport related purposes, and all other services generally offered by fixed base operators as referred to in the minimum standards for same.

24. Lessee shall be permitted to operate legal concessions, including, but not limited to, open snack bar, coin operated vending machines, non-alcoholic beverages and food products, subject to approval by Lessor.

25. It is expressly understood by the parties to this Agreement that the Lessee shall at all times be considered an independent contractor and not an employee or agent of the Lessor. As such, the Lessor does not have the right to control the details of how the Lessee complies with this Agreement, only that the Lessee shall comply with same. Lessor shall not have the right to hire and fire the Lessee's employees or agents. Except as otherwise set forth herein, Lessor shall not supply the tools, expertise, or equipment necessary for the Lessee to perform the services described in this Agreement. Lessee represents and warrants that it is fully qualified to perform the duties of FBO and is familiar with applicable FAA regulations governing same. It is understood that the Lessor is relying upon the Lessee as an expert in such matters and that Lessor shall not be providing supervision of Lessee's work. In sum, it is agreed that the Lessee shall be solely responsible for its own actions and inactions, and because Lessee is an independent contractor, the Lessor shall not be liable for the actions or inactions of the Lessee that may cause injury or damage to third parties. Fur-

ther, Lessee agrees to indemnify and hold the Lessor harmless of and from any and all claims that may arise from the sole negligence and/or fault on the part of the Lessee.

26. This Agreement shall be construed under the laws of the State of Mississippi and any applicable federal law or regulation.

27. Any covenant, condition or provision herein contained that is held to be invalid by any court or jurisdiction shall be deleted from this Agreement, but such deletion shall in no way affect any other covenant, condition or provision herein contained, so long as such deletion does not materially prejudice Lessor or Lessee in their respective rights and obligations contained in the valid covenants, conditions and provisions of this Agreement.

28. Notice as provided for herein shall be sufficient if sent by registered mail, postage prepaid, to Lessor or Lessee. Notice to Lessee shall be sent or delivered to James Dan Duston, 357 Lake Lowndes Road, Columbus, MS 39702. Notice to Lessor shall be sent or delivered to Keith Gaskin, Mayor, P.O. Box 1408, 523 Main Street, Columbus, MS 39703.

29. Lessor may enter the Leased premises at any reasonable time for any valid purpose, without notice to Lessee.

30. Lessee shall pay any and all taxes due with respect to the purchase, sale, transfer, use, consumption, storage, withdrawal, handling, loading, unloading or delivery of any commodity or service purchased or provided by Lessee and any taxes due which arise out of Lessee's operation.

31. Lessee shall provide all personal property in order to provide, and shall provide, terminal services and maintenance services consistent with this Agreement.

32. Reasonable charges, fees or tolls may be charged or collected by Lessee from any person for the privilege of entering, using or leaving the Leased premises, or for the privilege of transporting, loading or handling persons, cargo, property or mail in connection with the Leased premises upon advance approval by Lessor.

33. Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years upon giving written notice to Lessor not less than sixty (60) days before the expiration of this Agreement. Said option term shall be on the same terms and conditions herein set forth except that the FBO fee for the option term shall be in the amounts specified in Paragraph 8 unless otherwise agreed to upon negotiation by and between the parties.

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34. Lessee shall be entitled to have sole and exclusive use of the Maintenance Hanger, and maintenance and any other aviation services to third parties shall not be withheld on the basis of race, color or national origin nor denied the benefit of or be otherwise subjected to discrimination in the use of the Leased premises.

IN WITNESS WHEREOF, the Lessor and Lessee have each caused this Agreement to be executed on the day and year first above mentioned.

City of Columbus, Mississippi

Keith Gaskin, Mayor

(Seal)

Patricia Mitchell, Interim Secretary-
Treasurer

Lowndes County, Mississippi

Trip Hairston, President
Lowndes County Board of Supervisors

(Seal)

Cindy Egger Goode, Clerk

Straight Up Aviation, LLC

By: _____
James Dan Duston, It's Member and
Manager

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STATE OF MISSISSIPPI
COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Keith Gaskin and Patricia Mitchell, who acknowledged that they are the Mayor and Interim Secretary-Treasurer respectively, of the City of Columbus, Mississippi, a Mississippi body politic and that for and on behalf of the said body politic as its act and deed, they signed, sealed and delivered the above and foregoing Fixed Base Operator's Lease Agreement and Maintenance and Management Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said body politic, so to do.

GIVEN under my hand and official seal, this the ____ day of _____,
2022.

Notary Public

My Commission Expires: _____

STATE OF MISSISSIPPI
COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Trip Hairston, and Cindy Egger Goode, who acknowledged that they are the President and Clerk, respectively, of the Lowndes County Board of Supervisors, Lowndes County, Mississippi, a Mississippi body politic and that for and on behalf of the said body politic as its act and deed, they signed, sealed and delivered the above and foregoing Fixed Base Operator's Lease Agreement and Maintenance and Management Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said body politic, so to do.

GIVEN under my hand and official seal, this the ____ day of _____,
2022.

Notary Public

My Commission Expires: _____

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STATE OF MISSISSIPPI
COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named James Dan Duston, who acknowledged that he is a Member and Manager of Straight Up Aviation, LLC a Mississippi Limited Liability Company and that for and on behalf of the said company and as its act and deed, he signed, and delivered the above and foregoing Fixed Base Operator's Lease Agreement and Maintenance and Management Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by the Company so to do.

GIVEN under my hand and official seal, this the ____ day
of _____, 2022.

Notary Public

My Commission Expires: _____

E. Enterprise Fleet Presentation (Police Vehicles)

Keith Sidwell, Senior Account Executive with Enterprise Fleet Service, delivered a presentation via ZOOM and discussed the advantages of a Fleet Service, stating that it requires no longterm commitment, recommends one-year cycle. Mr. Sidwell also discussed acquisition strategies, funding strategies, and resale strategies. Council Member Jones made a motion to table this matter until the next Council Meeting. Council Member Stewart seconded the motion. Following a discussion of the matter, Council Member Jones withdrew his motion and Council Member Stewart withdrew the second to this motion. Council Member Jones made a motion to prepare necessary documents for approval. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

F. Discuss/Approve Applying for MDWFP Recreational Trail Grant for a Nature Trail in Propse Park

Council Member Beard made a motion to approve the request to apply for MDWFP Recreational Trail Grant for a Nature Trail in Propse Park. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

G. Discuss/Approve Bluecutt and Military Road Traffic Study and Conceptual Design Plan Proposal

Kevin Stafford dba Neel-Schaffer, Inc., participated in the Meeting via ZOOM and requested approval to proceed with Traffic Study and Conceptual Design Plan Proposal at Bluecutt and Military Road. The Study and pre-planning is estimated at \$1.5 million dollar project. Funding this study will be taken from the Use Tax Funds. Council Member Mickens made a motion to approve the request. Council Member Diccio seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

H. Payment Application #10 to Walters Construction for Road Paving Project in the amount of \$484,116.84

Kevin Stafford remarked that paving is near complete. Contractors are striping and finishing around manhole covers. Council Member Jones made a motion to approve Payment Application #10 to Walters Construction for Road Paving Project in the amount of \$484,116.84. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

I. Discuss Mayor's Veto of the Motion presented by Council Member Joseph Mickens, to approved pay scale for City Registrar position at the January 4, 2022 Columbus City Council meeting.

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MEETING OF
THE MAYOR AND CITY COUNCIL
JANUARY 18, 2022

1/06/22

Ms. Pat Mitchell

523 Mains Street

Columbus, MS 39701

Re: Motion Veto

VIA EMAIL

Dear Ms. Mitchell

Be advised that pursuant to MS Code section 21-3-15, this is formal notice that I veto the Motion presented by Council Member Joseph Mickens, to approve pay scale for City Registrar position at the January 4, 2022 Columbus City Council meeting.

A MOTION TO APPROVE PAY SCALE FOR CITY REGISTRAR POSITION.

The motion made by Council Member Joseph Mickens duly seconded by Council Member Stephen Jones, was put to a vote with the results as follows:

Council Member Ward 1, Ethel Stewart	voted: Yea
Council Member Ward 2, Joseph Mickens	voted: Yea
Council Member Ward 3, Rusty Greene	voted: Nay
Council Member Ward 4, Pierre Beard	voted: Yea
Council Member Ward 5, Stephen Jones	voted: Yea
Council Member Ward 6, Jacqueline DiCicco	voted: Nay

After receiving a majority of the affirmative vote, the Mayor declared the motion carried on January 4, 2021.

Council Member Jones made a motion to override the Mayor's Veto to fill the Registrar position with Action Center duties added.. Council Member Stewart seconded the motion.

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

The motion carried 4/2.

J. Derelict Property

ERIC GREEN

705 15th Street North

CASE NUMBER: 21-0427

Property Maintenance Code Violation

The General Counsel called cause number **21-0427**. The property owner Eric Green came forward and remarked that carpet burned inside the structure and he intends to make repairs and rent the structure out.. Mr. Green requested a 45-day extension to remediate the property. Code Enforcement Officer, Sasha James, agreed with the request for a **45-day** extension to allow the property owner remediate the structure and requested that he go to the Inspection Department and renew the building permit. 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 and grant the **45 Day extension** to renew the Building Permit and remediate the structure. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

SHEILA M. HOOD

811 21st Street North

CASE NUMBER: 21-0497

Vegetation

The General Counsel called cause number **21-0497**. 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. Council Member Beard made a motion in accordance with Section 21-19-11 of the Mississippi Code, and

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for an Order stating the City may remove dilapidated buildings or dilapidated fences up to six (6) more times in the twelve (12) month period immediately following the Order and cutting grass and weeds and removing rubbish, personal property and other debris no more than twelve (12) times in a twenty-four (24) month period. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

CLOSED DETERMINATION:

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

All Council Members voted in favor of the motion.

The motion carried 6/0.

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

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

All Council Members voted in favor of the motion.

The motion carried 6/0.

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