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

# MAY 17, 2022
# 5:00 P.M.

The Mayor and City Council met in Regular Session on Tuesday, May 17, 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, the CFO, the COO, Police Chief, Assistant Police Chief, HR Director, and all other Department Heads.

## I. CALL TO ORDER AND INVOCATION

Mayor Gaskin called the meeting to order and called upon Rev. Jimmy Criddle, Lead Pastor of First United Methodist Church, Columbus, MS, to offer the Invocation.

## II. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA

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

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

The motion carried 5/1.

A request was made to add Discuss/Approve Property Management Extension as Item “J” under the Policy Agenda.

## III. APPROVE MINUTES FOR PREVIOUS MEETING

Council Member Dicicco made a motion to approve the Minutes for the Meeting of May 3, 2022. Council Member Greene seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

## IV. CONSENT AGENDA

A. Approve request for the $15,000.00 allocation to be used for the benefit of the 7th avenue Heritage Festival to be held September 20 and October 1, 2022.

B. Approve request for four Fire and Rescue personnel: Kaelan Brownstein, Sally Kerstetter, Josh Nolt and Brandon McKay to attend "National Registry of Emergency Medical Technicians (NREMT) Exam" on various dates and to be held in Tuscaloosa, AL, and approve payment of $100.00 for travel.

C. Approve request for Fire and Rescue personnel, Melvin Junkin, to attend "Physical Fitness Program Design" to be held in Pearl, MS, and approve payment of $240.00 for registration, $50.00 for travel and reimbursement of meal expenses.

D. Approve request for Fire and Rescue personnel EMT Fee Voucher and approve payment of $98.00 for voucher.

E. Approve permit request submitted by Pamela Turner to host "A Season of Change Parade" to be held on June 11, 2022 from 12:00 p.m. until 2:00 p.m., starting at the Columbus Police Department parking lot and proceeding to 14th Street North, 7th Avenue North, 20th Street North, 14th Avenue North to the Boys and Girls Club for an assembly.

F. Accept letter of resignation from CPD Officer, Shalonda Hill, effective May 12, 2022.

G. Approve permit request submitted by Colin Krieger to host a "Charity Crawfish Boil" to be held on May 29, 2022 from 11:00 a.m. until 7:00 p.m. at the 500 Block of 8th Street North.

H. Approve permit request submitted by Floyd McIntyre, on behalf of the Kiwanis Club of Columbus, to host a "Kiwanis Club Memorial 5K" to be held on May 28, 2022 from 8:00 a.m. until 10:00 a.m. See attached map.

I. Approve request for Code Enforcement Officer, Sasha James, to attend the Mississippi Association for Code Enforcement Educational Conference, to be held in D'Iberville, MS, and approve payment of registration, lodging, travel and meal expenses in the estimate amount of $987.00.

Council Member Dicicco made a motion to remove Consent Agenda Item "J" from the agenda for further discussion. Council Member Greene seconded the motion.

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

The motion carried 4/2.

REMOVED

J. Approve request for Planning & Community Development Director, George Irby, and Council Member to attend the Tennessee-Tombigbee Waterway Conference, held in Point Clear, AL at an estimate cost of $2,470.00 for registration, lodging, travel and meal expenses.

Council Member Beard made a motion to approve the Consent Agenda as amended. Council Member Dicicco 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 FOR MAY 17, 2022

Council Member Mickens made a motion to approve the Docket of Claims for May 17, 2022, in the amount of $757,937.94. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

## VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA

### A. GENERAL COMMENTS FROM THE MAYOR AND COUNCIL

Mayor Gaskin asked if any Council Members had any comments/ announcements. There were none.

Mayor Gaskin offered the following observations/remarks:

He began by congratulating all upcoming high school seniors on their graduations! Area high schools will be having graduation ceremonies this weekend. We'd like to thank the administrators, principals, counselors, teachers, support staff, bus drivers, custodians and everyone it takes to help our students on their journey. I am looking forward to attending Columbus High School Senior Night on Thursday evening.

The Council will have a Special Meeting on May 18, 2022 to address the City's Ordinances as it pertains to litter, debris, accumulation of junk, etc. The meeting will be held at 2:00 p.m. at City Hall. I've asked Pick It Up Possum Town Committee to be present and Sasha James from Keep Columbus Beautiful. We are currently planning to visit Clinton, MS to see how their

Environmental Court works to see if that is something we would like to implement in Columbus.

Thanks to those who volunteered and worked hard on the 2nd Earth Day Project at Hunt High on Saturday. This is another example of how citizens are deeply concerned about the appearance of our city.

**B. Swearing in of Columbus Police Officer, Ke'Shawn Adams**

Mayor Gaskin swore in new Police Officer, Ke'Shawn Adams, as he recited the Oath of Office. Chief Shelton and Assistant Chief Johnson came forward and pinned on the badge and insignia.

**MONTHLY REPORTS:**

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

**C. Monthly Report from the Columbus Forensic Lab for April 2022**

The Monthly Report from the Columbus Forensic Lab for April 2022 was presented. No action was taken.

**D. Monthly Report from the Building Inspection Department for April 2022**

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

**E. Monthly Report from the Columbus Fire and Rescue Department for April 2022**

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

**F. Monthly Report from the Code Enforcement Department for April 2022**

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

**G. Monthly Report from the Columbus Police Department for April 2022**

The Monthly Report from the Columbus Police Department for April 2022 was presented. No action was taken.

**H. Monthly Report from the Office of Planning & Community Development for April 2022**

The Monthly Report from the Columbus Police Department for April 2022 was presented. No action was taken.

### I. Monthly Report from Public Works Department for March 2022

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

### J. Monthly Report from the Columbus Park and Recreation Department for April 2022

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

### K. Monthly Report from the Municipal Court Division for April 2022

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

### L. Board Vacancies

Jammie Garrett, COO, announced vacancies on various boards and remarked that no appointments will be made tonight.

**COLUMBUS HOUSING AUTHORITY**
1 Vacancy, 5-Year Term, Willie Byrd's Term expires 6/20/2022.
Appointment will be made June 21, 2022.

**APPLICANT:**
Willie Byrd

**GOLDEN TRIANGLE AIRPORT BOARD**
1 Vacancy, 5-Year Term, Gawyn Mitchell's Term Expires 6/20/2022.
Appointment will be made June 21, 2022.

**APPLICANT:**
Gawyn Mitchell

## VII. CITIZENS INPUT AGENDA

### A. Dr. Cherie Labat, CMSD Superintendent

Dr. Cherie Labat, Columbus Municipal School District Superintendent, appeared before the Mayor and City Council and announced Summer SMART Academy that will be held during the summer, along with other CMSD-sponsored Programs that will keep student engaged.

### B. Dr. Julie Cooley Parker, Mission Acceleration

Dr. Julie Parker and Ms. Karen Hill came before the Mayor and Council to discuss Mission Acceleration, a Summer 2022 Program for Kindergarten through 5$^{th}$ grade students in need of reading tutoring. Mission Acceleration (MA) is a high-dosage, high-impact tutoring model using an evidence-based curriculum based on structured literacy and the science of teaching reading in a small group setting (1 Academic Guide to 3-4 students). Funding for this program is through GEER (Governor's Emergency Education Relief) funds under the CARES Act, programming is FREE to all children/families. The program will be held at the Farmer's Market Annex (Old Boy Scout Hut), June 1 – July 27, with (July 4 & 5 off. Classes will be held Tuesday/ Wednesday/ Thursday. Council Member Mickens made a motion to approve the program and permit the use of the Old Boy Scout Hut. Council Member Greene seconded the motion.

Following discussion of the request, all Council Members voted in favor of the motion.

The motion carried 6/0.

### C. Ms. Cequeila Bigbee, Adopt-A-Block Outreach Program (Request for East Columbus Gym)

*Council Member Beard recused himself and exited the meeting.*

Ms. Bigbee came before the Mayor and Council and requested use of the East Columbus Gym twice a month. She works with the Outreach Department at Greater Immanuel Temple of Christ and wants to partner with the City of Columbus to help reduce crime in East Columbus. They have sponsors that will commit to assisting their organization. Ms. Bigbee was asked to attend a scheduled meeting that will be held in City Hall on Wednesday, May 18, 2022 at 6:00 p.m. It was also mentioned that there may be city-sponsored events at East Columbus Gym during the week.

*Council Member Beard returned to the meeting.*

## VIII. POLICY AGENDA

### A. Discuss/Approve Redevelopment and Reimbursement Agreement and Regional Economic Development Alliance (Joe Higgins and Chris Pace)

Mr. Joe Higgins, with the LINK and Chris Pace, with the State's Tax Incentive Program, appeared before the Mayor and Council and presented a Resolution approving a Regional Economic Development Act Alliance Agreement and a Regional Economic Development Act Application to the Mississippi Development Authority in Connection with the Inducement of a

Regional Economic Development Project and related matters. Lowndes County approved the Resolution May 15, 2022. Council Member Beard made a motion to adopt the Resolution pursuant to the language above. Council Member Mickens seconded the motion to adopt the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

| | | |
|---|---|---|
| Council Member Ethel Taylor Stewart | voted: | YEA |
| Council Member Joseph Mickens, Sr. | voted: | YEA |
| Council Member Russell Greene | voted: | YEA |
| Council Member Pierre Beard, Sr. | voted: | YEA |
| Council Member Stephen Jones | voted: | YEA |
| Council Member Jacqueline Dicicco | voted: | YEA |

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the Resolution adopted this the 17th Day of May, 2022.

**THE RESOLUTION FOLLOWS:**

**A RESOLUTION APPROVING A REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT AND A REGIONAL ECONOMIC DEVELOPMENT ACT APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY IN CONNECTION WITH THE INDUCEMENT OF A REGIONAL ECONOMIC DEVELOPMENT PROJECT AND RELATED MATTERS.**

**WHEREAS,** the Mayor and City Council of the City of Columbus, Mississippi (the "Mayor" and "Council", respectively, of the "City"), acting for and on behalf of the County, hereby finds, determines, adjudicates and declares as follows:

**1.** All references herein to "MCA §" shall mean the Mississippi Code of 1972, as amended.

**2.** There has been presented to the Mayor and Council drafts of the following proposed agreements: (a) a Regional Economic Development Act Alliance Agreement – Leigh Mall Redevelopment Project (a copy of which is attached hereto as **Exhibit** "**A**" and is referred to herein as the "REDA Agreement") by and among Lowndes County, Mississippi (the "County") and the City, and (b) a Redevelopment and Reimbursement Agreement - Leigh Mall Redevelopment Project (a copy of which is attached hereto as **Exhibit** "**B**" and is referred to herein as the "Project Development Agreement", and together with the REDA Agreement, the "Project Agreements"), by and between the County, the City and Leigh MS Mall, LLC, an affiliate of Hull Property Group;

**3.** The Mayor and Council hereby adopt and incorporate as their findings, determinations, adjudications and declarations for purposes of this Resolution all of the Recitals set forth in each of the Project Agreements;

**4.** The Mayor and Council now find and determine that it would be in the best interest of the City and its citizens for the Mayor and Council to approve and execute both of the Project Agreements, submit or authorize the County to submit, the REDA Agreement to the Office of the Attorney General of the State for approval, and upon approval of such agreement by the Office of the Attorney General of the State, to perform the City's obligations pursuant thereto in order to encourage and support the redevelopment and revitalization of Leigh Mall and the surrounding area; and

**5.** The Mayor and Council additionally find and determine that it would be in the best interest of the City and its citizens for the Mayor and Council to authorize the City and/or the County to prepare and submit an application to the Mississippi Development Authority ("MDA"), on the form or forms prescribed thereby, for a certificate of public convenience and necessity to authorize the creation of the alliance described in, and pursuant to, the REDA Agreement (the "REDA Application").

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL AS FOLLOWS:**

**SECTION 1.** Authorization of REDA Application. The Mayor and City Council and/or the Board of Supervisors of the County are each hereby independently authorized to prepare and deliver to the MDA the REDA Application for a certificate of public convenience and necessity to authorize the creation of the alliance described in, and pursuant to, the REDA Agreement;

**SECTION 2.** Authorization of Project Agreements. The Project Agreements are hereby approved, and the Mayor and the CFO/Secretary-Treasurer of the City are hereby authorized to execute and deliver the Project Agreements under the seal of the City, for and on behalf of the City, in substantially the forms attached hereto as **Exhibit** "**A**" and **Exhibit** "**B**", respectively, with such completions, changes, insertions and modifications as shall be approved by the City Attorney and the

Mayor, the approval thereof by the City Attorney and the execution thereof by the Mayor to be conclusive evidence of such approval; all provisions of the Project Agreements, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the Project Agreements, the provisions of the Project Agreements shall govern. The Mayor and CFO/Secretary-Treasurer of the City, or the County are each hereby independently authorized, upon the issuance by the MDA of a certificate of public convenience and necessity authorizing the creation of the alliance described in, and pursuant to, the REDA Agreement, to submit the executed REDA Agreement to the Office of the Attorney General of the State for approval thereby of such agreement.

**SECTION 3.** Further Actions. The Mayor and the CFO/Secretary-Treasurer are each hereby further authorized to do all things and to execute such instruments which are required of them or contemplated in the foregoing Resolutions set forth in Sections 1 and 2 immediately above and in the Project Agreements or which the Mayor and the City Attorney deem necessary or desirable to effect the purposes of, or to enable the City to, perform its obligations hereunder or thereunder, or which are otherwise necessary or desirable to effect the purposes of such Resolutions set forth in Sections 1 and 2 immediately above or in the Project Agreements.

After discussion, Council member __________________ moved and Council member __________________ seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

| | |
|---|---|
| Council member Ethel Stewart | voted: _____ |
| Council member Joseph W. Mickens, Sr. | voted: _____ |
| Council member Rusty Greene | voted: _____ |
| Council member Pierre Beard | voted: _____ |
| Council member Stephen Jones | voted: _____ |
| Council member Jacqueline DiCicco | voted: _____ |

The motion having received the affirmative vote of a majority of the Council members present, the motion was declared passed by the Mayor on this the ____ day of May, 2022.

______________________________
Keith Gaskin
Mayor, City of Columbus, Mississippi

ATTEST:

___________________________
James Brigham
CFO/Secretary-Treasurer,
City of Columbus, Mississippi

(SEAL)

**EXHIBIT "A"**

REDA Agreement

*(see attached)*

**REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT -**
**LEIGH MALL REDEVELOPMENT PROJECT**

This Regional Economic Development Act Alliance Agreement – Leigh Mall Redevelopment Project (this "Agreement") is made and entered into effective as of the date specified in Section 11 hereof, by and between the City of Columbus, Mississippi, acting by and through its Mayor and City Council (the "City") and Lowndes County, Mississippi, acting by and through its Board of Supervisors (the "County"). The City and the County shall be referred to herein each as a "Party" and collectively as the "Parties".

**RECITALS:**

A. **WHEREAS,** all references herein to "MCA §" shall mean a section of the Mississippi Code of 1972, as amended;

B. **WHEREAS,** the Regional Economic Development Act (the "RED Act"), cited as MCA § 57-64-1 *et seq.*, permits political subdivisions of the State, such as the City and the County, to be a party to a regional economic development alliance formed in accordance with the RED Act;

C. **WHEREAS,** the Mayor and Board of Aldermen of the City are the duly elected and serving governing body of the City;

D. **WHEREAS,** the Board of Supervisors of the County is the duly elected and serving governing body of the County;

E. **WHEREAS,** pursuant to the provisions of the RED Act, local government units (such as each of the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of, and revenues derived from, a project and to, among other things, issue general obligation bonds and/or incur other indebtedness to finance a project or projects, and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

F. **WHEREAS,** the RED Act provides that local governmental units of the State may, in connection with a "project" as defined by the RED Act, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

G. **WHEREAS,** in 2019, Hull Property Group, LLC, a Georgia limited liability company (the "Company") acquired and now owns the land, buildings and improvements thereupon located at 1404 Old Aberdeen Rd, Columbus, MS 39705, which has long been known and marketed in the City, County and region (*i.e.*, the Golden Triangle region of Mississippi) as "Leigh Mall" (such land, buildings and improvements being referred to herein as "Leigh Mall");

H. **WHEREAS,** Leigh Mall, was originally constructed in 1973 and has historically served as a regional retail shopping destination providing residents of Lowndes County, Clay County, Oktibbeha County, Monroe County and Winston County with job opportunities and variety of retail and dining options that were not otherwise available in the multi-county region;

I. **WHEREAS,** Leigh Mall is a traditional indoor shopping mall venue (*i.e..*, stores are accessed from inside the mall) and such traditional shopping mall concepts have fallen out of favor with customers in past 10-15 years making it more difficult to attract customers and retain and attract quality tenants;

J. **WHEREAS,** as result of such changes in the retail mall market, Leigh Mall is currently only fifty-seven percent (57%) occupied, with the original mall anchors (J.C. Penney and Sears) both having vacated the Property;

K. **WHEREAS,** the Company acquired Leigh Mall in 2019 with the objective of materially redeveloping the Property in a series of redevelopment phases, including but not limited to (i) reconstructing the entirety of principle mall building as a more modern "outdoor-facing" mall venue such that all stores are accessed directly from the parking area, (ii) (repaving of and improvements to parking areas; (iii) replacement and renovations of landscaping and outdoor lighting, and (iv) the development of outparcels at the Leigh Mall property (collectively, the "Redevelopment Project");

L. **WHEREAS,** the cost of the Redevelopment Project is estimated by the Company to require a capital investment of approximately $13,600,000 or more;

M. **WHEREAS,** the entirety of the Redevelopment Project lies within the boundaries of the City and the County, is expected by each of the Parties to provide substantial direct and indirect economic development benefits to both the City and the County, as well as to Clay County, Oktibbeha County, Monroe County and Winston County, and their respective citizens (including the enhancement of the economic vitality of the region in numerous ways, such as the creation and retention of new jobs; by generating increased sales taxes for the City; by generating increased property taxes for the City, the County and the local K-12 school and community college districts; and by stimulating further commercial development in the area;

N. **WHEREAS,** due to the significant expense of the Redevelopment Project and the benefit to the City, the County and surrounding region expected to be derived from the completion of the Redevelopment Project, the Company has sought assistance from the City and County to assist in defraying some of the costs of the Redevelopment Project using the anticipate new, incremental ad valorem taxes and sales taxes expected to result from the completion of the Redevelopment Project and/or phases thereof;

O. **WHEREAS,** working cooperatively with the Company, the City and the County have determined that the RED Act should permit the City and County to reimburse the Company for certain agreed upon costs of the Redevelopment Project (*e.g.*, costs in an amount not to exceed $3,154,873.00), subject to satisfaction of those conditions set forth in Section 11 hereof.

P. **WHEREAS,** to promote and encourage the long-term viability of Leigh Mall as a regional shopping destination and job creation center, and to encourage the Company to undertake the Redevelopment Project and make the above-referenced capital investment with respect thereto, the Parties desire to form an alliance pursuant to the RED Act and this Agreement and to provide a portion of the incremental ad valorem taxes and sales taxes derived from the Redevelopment Project to the Company to reimburse the Company for up to $3,154,873.00 of eligible "cost of project" as such term is defined in MCA § 57-64-7 (collectively, the "Project Costs");

**Q.** **WHEREAS,** pursuant to the RED Act and subject to certification by the MDA, the Parties have determined that the Redevelopment Project will promote economic development and ultimately assist in the creation of new and better quality jobs for the citizens of the City, the County and the surrounding region, and therefore it constitutes a "project" for purposes of the RED Act;

**R.** **WHEREAS,** each of the Parties hereto desires to enter into this Agreement, pursuant to the RED Act and in accordance with other applicable laws, in order to set forth the respective duties and obligations of each Party in connection with the development and operation of the Redevelopment Project;

**S.** **WHEREAS,** the Parties desire to enter into this Agreement to set forth the various rights, responsibilities and duties of each Party and to set forth the terms and conditions for the development and operation of the Project; and

**T.** **WHEREAS,** it is in the best interests of the City, the County and the surrounding region that the Parties enter into and execute the Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, SUCH PARTIES DO HEREBY AGREE AS FOLLOWS:**

**SECTION 1.** **<u>Duration</u>**. This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

**SECTION 2.** **<u>Purpose</u>.** The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.

**SECTION 3.** **<u>Organization; Statutory Authority</u>.** The alliance formed by the Parties pursuant to this Agreement (the "<u>Alliance</u>") shall be governed by the Mayor of the City, the President of the County Board of Supervisors and the Chief Executive Officer of the Golden Triangle Development LINK, the regional economic development organization, which has played a material role in encouraging the Redevelopment Project by the Company and in negotiating with the Company for the reimbursement of Project Costs as contemplated herein (collectively, the "<u>Alliance Board</u>"). The Alliance Board shall have any and all powers granted unto it under and pursuant to the RED Act, and shall take action, as needed from time to time, in the manner or manners and in accordance with the procedures prescribed by the RED Act and all other applicable laws of the State of Mississippi . The City and County are authorized by the RED Act to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The City shall submit, on behalf of the Parties, an application to the MDA for a certificate of public convenience and necessity authorizing the creation of the Alliance in connection with the Project.

**SECTION 4.** **<u>Financing, Staffing and Supplying</u>.**

(a) *Financing Generally*. The Alliance shall be financed as a joint undertaking of the City and the County in accordance with the terms and conditions of this Agreement. The Project Costs, up to a maximum amount of Three Million One Hundred Fifty-Four Thousand Eight Hundred Seventy-Three Dollars ($3,154,873.00) (the "<u>Maximum Reimbursement Amount</u>"), shall reimbursed to the Company by the Parties on an annual basis, as follows:

(i) annual reimbursement payments to the Company once per year for a period of fifteen (15) years commencing on a date to be separately agreed upon between the Company and the Parties or until the aggregate amount of all such annual reimbursement payments to the Company equals the Maximum Reimbursement Amount (each such annual payment an "Cost Reimbursement Payment" and collectively, the "Cost Reimbursement Payments"). Such annual Cost Reimbursement Payments shall be made subject to the RED Act and only to reimburse the Company for any "costs of the project" as such term is defined in the RED Act, with the term "project" in the RED Act referring to the Redevelopment Project, as defined herein.

(ii) Each annual Cost Reimbursement Payment due from the City to the Company shall not exceed (i) the amount of the Sales Tax Increment (as defined below) for the preceding Fiscal Year (as defined below), plus (ii) the City Property Tax Increment (as defined below) for such preceding Fiscal Year. Each annual Cost Reimbursement Payment due from the County to the Company shall not exceed the amount of the County Property Tax Increment (as defined below) for such preceding Fiscal Year.

(iii) Each annual Cost Reimbursement Payment shall be paid to the Company on or before April 30th of the calendar year in which such Cost Reimbursement Payment is due or upon such other date or dates each year as the Parties and the Company may otherwise agree in writing.

(iv) Notwithstanding the forgoing, the City and the County shall have no obligation to make any further Cost Reimbursement Payments to the Company in excess of the Maximum Incentive Amount.

For purposes of this Agreement, each of the following terms shall have the respective meaning ascribed thereto below:

"City Property Tax Base" means that portion of the total ad valorem taxes allocable to the City's general fund, which are received by the City based on the assessed values of the Property, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of Leigh Mall or any portion thereof, for the 2021 ad valorem assessment year.

"City Property Tax Increment" means that portion of the total ad valorem taxes allocable to the City's general fund, which are received by the City based on the assessed values of Leigh Mall, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of Leigh Mall or any portion thereof, for each ad valorem assessment year that follows the year in which the Effective Date occurs.

"County Property Tax Base" means that portion of the total ad valorem taxes allocable to the County's general fund, which are received by the County based on the assessed values of Leigh Mall, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of Leigh Mall or any portion thereof, for the 2021 ad valorem assessment year.

"County Property Tax Increment" means that portion of the total ad valorem taxes allocable to the County's general fund, which are received by the County based on the assessed values of the

Property, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of the Property or any portion thereof, for each ad valorem assessment year that follows the year in which the Effective Date occurs.

"Fiscal Year" means a calendar year.

"Sales Tax Base" means that portion of the total sales taxes derived from retail sales made at Leigh Mall for the 2021 Fiscal Year, which are diverted to the City by the State of Mississippi in accordance with applicable law (*e.g.*, currently 18.5% of the total sales taxes generated at Leigh Mall); provided, that such calculation shall exclude any special sales tax levies imposed by the City and/or County for any purpose pursuant to any local and private legislative authority.

"Sales Tax Increment" means the total sales taxes derived from any retail sales made Leigh Mall, if any, for each Fiscal Year following the 2022 Fiscal Year, which are diverted to the City by the State of Mississippi in accordance with applicable law (*e.g.*, currently 18.5% of such sales taxes generated upon the Property); MINUS (2) the Sales Tax Base; provided, however, that such calculation shall exclude any special sales tax levies imposed by the City and/or County for any purpose pursuant to any local and private legislative authority and may additionally exclude any sales taxes derived from sales at Leigh Mall which the Parties advise the Company, in wiring, will be excluded.

(c) *Staffing, Etc.* The existing governing board members and employees of each Party hereto shall provide all staffing-related needs of the Alliance, including the carrying out of each Party's respective obligations prescribed by this Agreement; provided, however, that the Chief Executive Officer of the Golden Triangle Development LINK shall serve on the Alliance Board and may, from time to time, together with one or more other employees thereof satisfy any necessary or desirable staffing needs of the Alliance as directed or request by the Alliance Board. The Alliance Board shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers or employees of one or more Parties to grant such approvals to the extent such invoices and/or other payments are consistent with any such approval granted by the Alliance Board.

**SECTION 5.** **Operation of Alliance and the Project.** The operation of the Alliance shall be carried out or otherwise directed by the Alliance Board, as described in Section 4 above and as may be otherwise provided in this Agreement or permitted by the RED Act.

**SECTION 6.** **Termination; Disposition of Property.** This Agreement shall terminate only upon the mutual written agreement of the Parties hereto. There will be no real or personal property owned by the Alliance with respect to the Redevelopment Project.

**SECTION 7.** **Bonds; Financing.** No bonds will be issued or indebtedness incurred by either Party in carrying out the obligations of either Party or of the Alliance or Alliance Board pursuant to this Agreement. The obligations of the Parties to fund the Cost Reimbursement Payments in accordance with Section 4 above shall be expressly limited as set forth in said Section 4.

**SECTION 8.** **Amendment.** This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the RED Act.

**SECTION 9.** **Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.** Because there will be no real or personal property owned by the Alliance with respect to the Redevelopment Project, no provisions with respect to the manner of acquiring, holding and disposing of real and personal property used in the joint or cooperative undertaking by the Parties in accordance herewith are necessary or relevant.

**SECTION 10.** **Revenues from the Project**. Any revenues from the Redevelopment Project shall be allocated in accordance with the laws of the State of Mississippi , including, but not limited to, Title 19, Title 21 and Title 27 of the Code. The City shall be entitled to any utility fees payable thereto by the Company or any other tenant or occupant of Leigh Mall using any utility services provided by the City.

**SECTION 11.** **Effective Date; Approvals; Filing.** This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Office of the Attorney General of the State of Mississippi has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the MDA, and (d) this Agreement has been filed with the Chancery Clerk of Lowndes County, Mississippi and the Office of the Secretary of State of the State of Mississippi.

**SECTION 12.** **Miscellaneous.**

(a) *Controlling Law.* This Agreement has been entered into under, and shall be interpreted and construed according to, the laws of the State of Mississippi.

(b) *Severability.* If any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the parties as expressed herein.

(c) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF,** the undersigned Parties have executed this **Regional Economic Development Act Alliance Agreement – Leigh Mall Redevelopment Project**, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

**CITY OF COLUMBUS, MISSISSIPPI**

By:________________________________________
Keith Gaskin,
Mayor

ATTEST:

____________________________
James Brigham,
City Clerk

Date: _______________________2022

(SEAL)

**LOWNES COUNTY, MISSISSIPPI**

By:________________________________________
Trip Hairston.,
President, Board of Supervisors

ATTEST:

____________________________
Cindy Goode
Clerk, Board of Supervisors

Date: ________________________________

(SEAL)

**EXHIBIT "B"**

Project Agreement

*(see attached)*

**REDEVELOPMENT AND REIMBURSEMENT AGREEMENT**
**(LEIGH MALL REDEVELOPMENT PROJECT)**

by and among

THE CITY OF COLUMBUS, MISSISSIPPI,

LOWNDES COUNTY, MISSISSIPPI

and

LEIGH MS MALL, LLC,
a Delaware limited liability company

Dated effective as of
_______________ _____, 2022

**REDEVELOPMENT AND REIMBURSEMENT AGREEMENT
(LEIGH MALL REDEVELOPMENT PROJECT)**

This REDEVELOPMENT AND REIMBURSEMENT AGREEMENT (LEIGH MALL REDEVELOPMENT PROJECT) (this "Agreement") is entered into effective as of _____________ _____, 2022 (the "Effective Date"), by and among the CITY OF COLUMBUS, MISSISSIPPI (the "City"), a municipality organized under the laws of the State of Mississippi (the "State"), LOWNDES COUNTY, MISSISSIPPI (the "County"), a Mississippi public body corporate and politic, and LEIGH MS MALL, LLC, a corporation organized and existing under the laws of the State of Delaware ("the "Company"). The City, the County and the Company may be referred to herein each as a "Party" or collectively as "Parties."

**RECITALS**

A. WHEREAS, the Company is the owner of the real property described in **Exhibit "A"** attached hereto, together with the buildings and improvements located thereon, which is operated by the Company as "Leigh Mall" (the "Property" or "Leigh Mall");

B. WHEREAS, Leigh Mall, was built in 1973 and has historically served as a regional retail shopping destination providing residents of Lowndes County, Clay County, Oktibbeha County, Monroe County and Winston County with job opportunities and variety of retail and dining options that were not otherwise available in the multi-county region;

C. WHEREAS, Leigh Mall is a traditional indoor shopping mall venue (*i.e.*, stores are accessed from inside the mall) and such traditional shopping mall concepts have fallen out of favor with customers in past 10-15 years making it more difficult to attract customers and retain and attract quality tenants;

D. WHEREAS, as result of such changes in the retail mall market, Leigh Mall is currently only 57-percent occupied, with the original mall anchors (J.C. Penney and Sears) both having vacated the Property;

D. WHEREAS, the Company acquired Leigh Mall in 2019 with the objective of materially redeveloping the Property in a series of redevelopment phases, including but not limited to reconstructing the entirety of principle mall building as a more modern "outdoor-facing" mall venue such that all stores are accessed directly from the parking area (collectively, the "Redevelopment Project," as more particularly described herein);

E. WHEREAS, the cost of the Redevelopment Project is estimated by the Company to require a capital investment of approximately $13,600,000;

E. WHEREAS, the entirety of the Redevelopment Project lies within the boundaries of the City and the County, is expected by all of the Parties to provide substantial direct and indirect economic development benefits to both the City and the County, as well as Clay County, Oktibbeha County, Monroe County and Winston County, and their respective citizens (including the enhancement of the economic vitality of the region in numerous ways, such as the creation and retention of new jobs; by generating increased sales taxes for the City; by generating increased property taxes for the City, the County and the local K-12 school and community college districts; and by stimulating further commercial development in the area;

F. WHEREAS, to help ensure the Redevelopment Project's financial feasibility and success, the Company and representatives of the City and the County have discussed various forms of incentives and financial assistance utilizing funds generated from the new sales and property taxes resulting from the Redevelopment Project; and

G. WHEREAS, the intent of this Agreement is to set forth and memorialize: (i) the incentives offered to the Company to redevelop Leigh Mall in accordance herewith; (ii) the respective roles and responsibilities of the City, the County and the Company to finance, develop, and construct the various components of the Redevelopment Project; and (iii) the timetable for implementation of the incentives described herein and the financing and construction of the Redevelopment Project.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

**ARTICLE I**
**DEFINITIONS**

**1.1 Defined Terms.**

(a) "Affiliate" means any business entity that directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with the Company.

(b) "Agreement" has the meaning ascribed to such term in Preamble hereof.

(c) "Applicable Laws" means any and all federal, State, County, City and other local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgements, orders, decrees, directives, interpretations, standards, licenses, Governmental Approvals, and similar binding authority, applicable to the Project and/or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement, including, without limitation, all Local Laws.

(d) "Business Day" means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State.

(e) "City" has the meaning ascribed to such term in the Preamble hereof.

(f) "City Council" means the Mayor and the city council of the City.

(g) "City Property Tax Base" means that portion of the total ad valorem taxes allocable to the City's general fund, which are received by the City based on the assessed values of the Property, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of the Property or any portion thereof, for the ad valorem assessment year that precedes the year in which the Effective Date occurs.

(h) "City Property Tax Increment" means that portion of the total ad valorem taxes allocable to the City's general fund, which are received by the City based on the assessed values of the Property, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of the Property or any portion thereof, for each ad valorem assessment year that follows the year in which the Effective Date occurs.

(i) "County Property Tax Base" means that portion of the total ad valorem taxes allocable to the County's general fund, which are received by the County based on the assessed values of the Property, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of the Property or any portion thereof, for the ad valorem assessment year that precedes the year in which the Effective Date occurs.

(j) "County Property Tax Increment" means that portion of the total ad valorem taxes allocable to the County's general fund, which are received by the County based on the assessed values of the Property, together with all taxable improvements and personal property located thereon, whether owned by the Company or any other tenant or occupant of the Property or any portion thereof, for each ad valorem assessment year that follows the year in which the Effective Date occurs.

(k) "Code" shall mean the Mississippi Code of 1972, as amended.

(l) "Company" has the meaning ascribed to such term in the Preamble hereof.

(m) "Control" (including the correlative meanings of the terms "Controlled by" and "under common Control with" and "Controlling") means with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

(n) "County" has the meaning ascribed to such term in the Recitals hereof.

(o) "County Board" means the Board of Supervisors of the County.

(p)

(q) "Effective Date" shall have the meaning ascribed to such term in the Preamble hereof.

(r) "Event of Default" shall have the meaning ascribed to such term in Section 7.01 hereof.

(s) "Fiscal Year" means a calendar year.

(t) "Governmental Approval" means any approval, authorization, consent, waiver, permit, license or certificate required and issued or granted by any Governmental Body having jurisdiction necessary to implement and complete the Project or any Phase thereof in accordance with the Urban Renewal Plan, Applicable Law and this Agreement.

(u) "Governmental Body" means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government.

(v) "Grocery Store" means a store that primarily retails a general range of food products, which may be fresh or packaged, or such food products together with non-food products, such as household items and/or clothing.

(w) "Impositions" means all taxes, payments in lieu of taxes, assessments, water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Redevelopment Area or on any of the Improvements constructed thereon.

(x) "Improvements" means, collectively, the Phase I Improvements, Phase II Improvements, and Phase III Improvements.

(y) "Incentive Payment" and "Incentive Payments" have the respective meanings ascribed to such term in Section 5.02.

(z) "LINK" means the Golden Triangle Development LINK, a Mississippi non-profit corporation, which performs economic development services on behalf of the City and the County.

(aa) "Local Laws" shall mean all rules, regulations, statutes, ordinances, building codes, permits, resolutions, judgements, orders, decrees, directives, interpretations, standards, licenses, Governmental Approvals, and similar binding authority, of the City and/or the County applicable to the Redevelopment Project and/or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

(bb) "Maximum Incentive Amount" means Three Million One Hundred Fifty-Fur Thousand Eight Hundred Seventy-Three Dollars ($3,154,873.00).

(cc) "Mayor" shall mean the mayor of the City.

(dd) "Notice of Default" shall have the meaning ascribed to such term in Section 7.01 hereof.

(ee) "Party" and "Parties" shall the respective meanings ascribed to such terms in the Preamble hereof.

(ff) "Person" shall mean any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or partnership, trust, unincorporated association, institution, public or Governmental Body or any other such entity.

(gg) "Phase" means the each portion (*i.e.*, phase) of the Redevelopment Project consisting of the construction and installation of the Phase I Improvements, Phase II Improvements, Phase III Improvements and Phase IV Improvements, respectively.

(hh) "Phase Completion Deadline" means the Phase I Completion Deadline, Phase II Completion Deadline, Phase III Completion Deadline and/or the Phase IV Completion Deadline, as applicable.

(ii) "Phase I Completion Deadline" means on or before the last day of the nineteenth (19th) month after the month in which Effective Date occurs. If required due to unforeseen and unavoidable circumstances beyond the control of the of the Company such as pandemic-related shutdowns or delays in excess of those in place as of the Effective Date or supply chain delays, and upon the written agreement of the Parties, the Phase I Completion Deadline may be extended for period not to exceed ninety (90) additional days.

(jj) "Phase I Improvements" means those improvements to Leigh Mall described on **Exhibit "B"** under the scope of work section entitled "Phase I," including but not limited to demolition of the former Sears Hometown store, demolition of certain existing interior mall spaces and improvements, parking lot resurfacing, striping and lighting improvements, and improvements to the exterior façade of Leigh Mall, all as more particularly described in **Exhibit "B"** attached hereto, which Phase I Improvements are estimated by the Company to require a capital investment of approximately $3,150,000.

(kk) "Phase II Completion Deadline" shall mean the actual date or dates upon which the Phase II Improvements are completed pursuant to or in accordance with the consent to, or requests or demands for, improvements, by existing or prospective Leigh Mall tenants or as otherwise may be required by one or more written agreement(s) between the Company and its tenants (*i.e.*, by lease agreements).

(ll) "Phase II Improvements" means those improvements to Leigh Mall described on **Exhibit "B"** under the scope of work section entitled "Phase II," including but not limited to improvements to interior tenant areas, all as more particularly described in **Exhibit "B"** attached hereto.

(mm) "Phase III Completion Deadline" shall mean the date that is the Phase I Deadline.

(nn) "Phase III Improvements" means those improvements to Leigh Mall described on **Exhibit "B"** under the scope of work section entitled "Phase III," including but not limited to new roof overlays in certain sections of the principal mall building, replacement of the roof over certain other sections of the principal mall building, replacement of skylights, HVAC replacements, all as more particularly described in **Exhibit "B"** attached hereto.

(oo) "Planning Division" means the [Office of City Planning and Development or Zoning and Inspection Department] of the City.

(pp) "Progress Report" shall have the meaning ascribed to such term in Section 4.01

(qq) "Progress Meeting" shall have the meaning ascribed to such term in Section 4.01

(rr) "Prohibited Enterprises" means any of the business enterprises enumerated on **Exhibit "C"** attached hereto

(ss) "Project Schedule" means the schedule attached hereto as **Exhibit "D"**.

(tt) "Phase IV Improvements" means those improvements to Leigh Mall described on **Exhibit "B"** under the scope of work section entitled "Phase IV" including, but not limited to, improvements for outparcel tenant areas, all as more particularly described in **Exhibit "B"** attached hereto.

(uu) "Phase IV Completion Deadline" shall mean the actual date or dates upon which the Phase II Improvements are completed pursuant to or in accordance with the consent to, or requests or demands for, improvements, by existing or prospective Leigh Mall tenants or as otherwise may be required by one or more written agreement(s) between the Company and its tenants (*i.e.*, by lease agreements).

(vv) "RED Act" has the meaning ascribed to such term in Section 5.01 hereof.

(ww) "Sales Tax Base" means that portion of the total sales taxes derived from retail sales made on the Property for the Fiscal Year that precedes the year in which the Effective Date occurs, which are diverted to the City by the State in accordance with applicable law (*e.g.*, currently 18.5% of the total sales taxes generated upon the Property); provided, that such calculation shall exclude any special sales tax levies imposed by the City and/or County for any purpose pursuant to any local and private legislative authority. There is are no special sales tax levies in place on the Effective Date except for the special 2% sales tax levied pursuant to Committee Substitute for House Bill No. 325, Mississippi Legislature, Regular Section 2019, on the gross receipts of restaurants derived from retail sales of prepared food, beer and alcoholic beverages and on the gross proceeds of sales of other businesses derived from retail sales of beer and alcoholic beverages, excluding sales of alcoholic beverages upon premises covered by a package retailer's permit and sales of beer not for consumption on the premises.

(xx) "Sales Tax Increment" means (1)(A) fifty percent (50%) of that portion of the total sales taxes derived from retail sales made by any Grocery Store on the Property, if any, for each Fiscal Year following the year in which the Effective Date occurs, which are diverted to the City by the State in accordance with applicable law (*e.g.*, currently 18.5% of such sales taxes generated upon the Property), PLUS (B) seventy-five percent (75%) of that portion of the total sales taxes derived from other retail sales (*i.e.*, non-Grocery Store sales) made on the Property, if any, for each Fiscal Year following the year in which the Effective Date occurs, which are diverted to the City by the State in accordance with applicable law (*e.g.*, currently 18.5% of such sales taxes generated upon the Property); MINUS (2) the Sales Tax Base; provided, however, that such calculation set forth in 1(A-B) above in this Section 1.1(xx) shall exclude any special sales tax levies imposed by the City and/or County for any purpose pursuant to any local and private legislative authority and shall additionally exclude any sales taxes derived from sales upon the Property by any Prohibited Enterprises.

(yy) "State" means the State of Mississippi.

(zz) "Term" means period beginning on the Effective Date hereof and continuing for a period of fifteen (15) years following the earliest to occur of (i) the Phase I Completion Deadline or (ii) the date that the Phase I Improvements are completed.

**1.2 Interpretation and Construction.** In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after the Effective Date.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Unless otherwise noted, the terms "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation."

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect. Any references to Articles and Sections in this Agreement shall be deemed to be references to the Articles and Sections in this Agreement except or unless the context or express terms of this Agreement may otherwise provide, specify or dictate.

(e) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than thirty (30) days, unless the context dictates otherwise.

(f) The word "days" as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day.

(g) Any reference to Applicable Law shall be read to mean as the Applicable Law, as amended from time to time, except where Company's obligation to comply was satisfied prior to the amendment.

(h) The recitals hereto contain statements of fact and/or expressions of intention and are incorporated into and made part of the substance of this Agreement

## ARTICLE II
## DESCRIPTION OF THE REDEVELOPMENT PROJECT

**Section 2.01. Project Phases.** The Redevelopment Project shall be developed in a series of phases comprised of the Phase I Improvements, Phase II Improvements Phase III Improvements and Phase IV Improvements, all as more particularly described in **Exhibit "B"** attached hereto, which Phases may be performed and contemplated in such order or simultaneously, in any combination; provided that (a) the Phase I Improvements shall be the (or one of the) initial phase(s) performed and completed by the Company, and (b) the Company's obligation to complete all or any portion of the Phase II Improvements involving space leased by a tenant at the time such work is to be performed is subject to the negotiation of definitive lease agreements and/or amendments to lease agreements with each such tenant, and the Company shall have no obligation to complete any Phase II Improvements or Phase IV Improvements with respect to any leased space for which the associated tenant possesses and exercises its right to prohibit the performance of such work by the Company or for which there is no tenant.

**Section 2.02. Redevelopment Project Schedule and Milestones.** The Company shall construct or cause to be constructed the Phase I Improvements, Phase II Improvements, Phase III Improvements and Phase IV Improvements, substantially and materially in accordance with the Project Schedule set forth in **Exhibit "D"** attached hereto. In addition, each of the parties hereto acknowledges and agrees that the Project Schedule served as a planning and forecasting tool, and therefore shall not be interpreted by the parties hereto as preventing a faster pace for the development of the Redevelopment Project or any phase thereof than prescribed by the Project Schedule.

**Section 2.03. Company's Commitment to Finance Construction of the Redevelopment Project.** The Company represents that it has obtained or shall obtain, on or before the Effective Date, the requisite equity investment(s) and/or debt financing in an amount(s) necessary to complete the Phase I Improvements on the terms and conditions set forth herein, and to perform all of Company's obligations hereunder in order to commence and complete the construction of the Phase I Improvements within the time periods required under this Agreement.

**Section 2.04. Groundbreaking.** Prior to commencement of construction of any of the Phase I Improvements, the Company shall sponsor and host a groundbreaking ceremony at the Property, to which the public, the City Council, the County Board and the LINK's employees will be invited and at which at least one principal of the Company, the Mayor, the president of the County Board, and a designee of the LINK, as well as any other Persons agreed upon by the Parties, will be invited to speak. The Parties shall confer and mutually agree upon all other details concerning the groundbreaking.

## ARTICLE III
## PROCEDURES GOVERNING REVIEW AND APPROVAL FOR CONSTRUCTION OF THE REDEVELOPMENT PROJECT

**Section 3.01 Procedures; General.** In order to facilitate the development and implementation of the Redevelopment Project, the Parties have established the procedures set forth in this Article III for the following review, approval and permitting process. The process shall consist of an application to the Planning Division and the City for review, approval and permitting of each Phase, as set forth in detail below. The development and construction process shall be conducted in accordance with all Applicable Laws, including all Local Laws. The Company shall have vested rights to undertake the redevelopment of Leigh Mall in accordance with such Applicable Laws and this Agreement; and any amendments of, or changes or amendments to, any Local Laws following the Effective Date hereof shall be generally applicable to all such other such commercial projects within the City (*i.e.*, if a new ordinance is enacted with respect to shopping centers in the City, such ordinance must apply to all shopping centers under development, and not solely to Leigh Mall) and shall not be enacted so as to be applicable only to the Property or any portion thereof or to the Redevelopment Project or any elements thereof. No provision of this Agreement is intended to restrict the exercise by the Planning Division, the City Council, the County Board or of any other governmental authority with respect to applications by the Company for any approval or building permits under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to any Applicable Laws. This procedure shall be used for all development applications by the Company with respect to the Redevelopment Project.

**Section 3.03. Other Governmental Approvals.** It is acknowledged by all Parties that it may be necessary under the Applicable Laws for the Company to obtain Governmental Approvals or permits from other Governmental Bodies in order to undertake the development of the Redevelopment Project, as well as building permits for the structures to be demolished or constructed upon the Property and other approvals from the City under the Local Laws. The Company agrees that it will take all necessary steps to prepare and apply for and proceed diligently to attempt to obtain any needed permits and Governmental Approvals for the Redevelopment Project in a timely fashion and utilizing commercially reasonable efforts. The City agrees that all submissions to the City for any Governmental Approvals, including but not limited to building permits, for which the City is responsible for the issuance or granting thereof, shall be processed as expeditiously as possible in accordance with the City's ordinances and procedures. The Company shall report to the LINK on a monthly basis the status of such applications and Governmental Approvals.

## ARTICLE IV
## CONSTRUCTION OF THE PROJECT

**Section 4.01. Progress Reports and Progress Meetings.** The Company shall submit to the LINK a quarterly report in writing concerning the actual progress of the Company with respect to the implementation and construction of the Redevelopment Project, including ongoing updates concerning efforts to market and lease portions of the Redevelopment Project to commercial tenants and end-users (each such report a "Progress Report"). Any information provided by the Company in any such Progress Report which contains trade secrets or confidential commercial or financial information should be clearly marked as "Confidential" as such information is not subject to public inspection, examination, copying or reproduction pursuant to the Mississippi Public Records Act of 1983, as amended. The County and the City shall also have the right, upon reasonable notice or as otherwise authorized under Applicable Laws, to inspect any work including any deviations approved pursuant to this Agreement and Local Laws. Upon the request of the County or the City, the Company and any necessary consultants and professionals retained thereby shall meet with the LINK, the County and/or the City, as directed by the County and City, to report on its progress or to address any concerns that the each of the LINK, the County and/or the City has based upon its review of any Progress Report (in each instance, a "Progress Meeting").

**Section 4.02. Records Retention.** The Company agrees to maintain separate itemized records of the costs of the Redevelopment Project for which the Company seeks reimbursement via the Incentive Payment. Such records shall be maintained by the Company in a manner so as to aid the City and the County in accounting for costs eligible for reimbursement under this Agreement and under the RED Act, and shall continue to maintain such records for the duration of the Term. The Company shall further make such records available to any auditor of the City and/or County. The Company further agrees that, if an audit is conducted which requires additional records to support the findings of any audit, the Company will cooperate in providing such additional records to the auditor of the City and/or County, as applicable. The City and County each agree that the Phase I expenses outlined in **Exhibit "B"** are hereby approved as expenses that eligible for reimbursement from one or more Incentive Payments payable to the Company in accordance herewith in a total amount not to exceed Three Million One Hundred Fifty-Four Thousand Eight Hundred Seventy-Three and no/100 Dollars ($3,154,873.00).

**Section 4.03. Suspension of Redevelopment.** If the Company fails to complete any Phase of the Redevelopment Project on or before the respective deadline prescribe therefor (i.e., the Phase I Completion Deadline, Phase II Completion Deadline, Phase III Completion Deadline, or the Phase IV Completion Deadline, as applicable) or as otherwise prescribed by the Project Schedule, the County and the City, in their sole discretion, shall have the right to cease making any Incentive Payments until such Phase is completed; provided, however, that the Company's obligation to completion all or any portion of the Phase II Improvements involving space leased by a tenant at the time such work is to be performed is subject to the negotiation of definitive lease agreements and/or amendments to lease agreements with each such tenant, and the Company shall have no obligation to complete any Phase II Improvements or Phase IV Improvements with respect to any leased space for which the associated tenant possesses and exercises its right to prohibit the performance of such work by the Company or for which a lease agreement for such space is not in effect. Any Incentive Payment that would have been payable to the Company during any such suspension period shall be retained by the City and County, respectively, and shall not be payable to the Company.

**ARTICLE V**
**PROJECT INCENTIVES AND OTHER OBLIGATIONS OF THE CITY AND THE COUNTY**

**Section 5.01. RED Act.** Although the Company shall be solely responsible for constructing, and initially funding the construction of, all Improvements associated with the Redevelopment Project, the City and County, for the purpose of reimbursing up to $3,154,873 of such Redevelopment Project costs incurred by the Company in accordance with this Agreement, each agree to adopt such resolutions and take such further actions as be legally required for them to form a regional economic development alliance pursuant to Code section 57-64-1 *et seq*. (the "RED Act"), enter into a regional economic development alliance agreement pursuant to the RED Act and apply for and obtain all necessary approvals required from, and make all necessary filing with, the MDA, Office of the Mississippi Attorney General, the Office of the Mississippi Secretary of State and the Office of the County Chancery Clerk to qualify the Redevelopment Project as a "project" under the RED Act and to render such alliance agreement effective and enforceable. Notwithstanding any other provision of this Agreement or any other document or agreement previously or subsequently entered into between any of the Parties, the City and County shall have no obligation to provide any Incentive Payments to the Company unless and until the all Governmental Approvals have been obtained to qualify the Redevelopment Project as a "project" under the RED Act and the associated alliance agreement between the City and the County has been approved by Office of the Mississippi Attorney General and filed with the Office of the Mississippi Secretary of State and the Office of the County Chancery Clerk. In the event that the City and the County are unable to obtain all necessary approvals required from, and make all necessary filing with, the MDA, Office of the Mississippi Attorney General, the Office of the Mississippi Secretary of State and the Office of the County Chancery Clerk to qualify the Redevelopment Project as a "project" under the RED Act and to render such alliance agreement effective and enforceable within one hundred eighty (180) days following the Effective Date, the Company may terminate this Agreement after the expiration of such one hundred eighty (180) day period.

**Section 5.02 Incentive Payments.** Following completion by the Company of the Phase I Improvements, as evidenced by the issuance by the City's Building Official of a certificate of final completion thereof, the City and County shall begin making annual reimbursement payments to the Company in accordance herewith once per year for a period of fifteen (15) years or until the aggregate amount of all such annual reimbursement payments to the Company equals the Maximum Reimbursement Amount (each such annual payment an "Incentive Payment" and collectively, the "Incentive Payments"). Such annual Incentive Payments shall be made subject to the RED Act and only to reimburse the Company for any "costs of the project" as such term is defined in the RED Act, with the term "project" in the RED Act referring to the Project, as defined herein.

(a) Each annual Incentive Payment due from the City to the Company shall equal (i) the amount of the Sales Tax Increment for the preceding Fiscal Year, plus (ii) the City Property Tax Increment for such preceding Fiscal Year. Each annual Incentive Payment due from the County to the Company shall equal the amount of the County Property Tax Increment for such preceding Fiscal Year.

(b) Each annual Incentive Payment shall be due and payable to the Company on or before April 30th of the calendar year in which such payment is due. The first Incentive Payment shall be due and payable to the Company on or before April 30th of the second calendar year following completion of the Phase I Improvements to allow for the associated Sales Tax Increment and Property Tax Increment to be calculated for an entire Fiscal Year before such initial Incentive Payment is due.

(c) Notwithstanding the forgoing, the City and the County shall have no obligation to make any further Incentive Payments to the Company in excess of the Maximum Incentive Amount; nor shall the City or the County have any obligation to make more than fifteen (15) annual incentive Payments to the Company or to make any Incentive Payments to the Company for periods accruing after the Term hereof; provided, however, that any obligation of the City and County to make any final Incentive Payment payable to the Company for any period accruing prior to the expiration of the Term shall survive such expiration of this Agreement.

## ARTICLE VI
## REPRESENTATIONS, WARRANTIES AND COVENANTS

**Section 6.01. The Company's Representations, Warranties and Covenants.** The Company hereby represents and warrants to, and covenants with the City and the County that:

(a) Organization. The Company is a corporation duly formed under the laws of the State of Delaware and validly existing and in good standing under the laws of the State of Georgia with all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action and will not violate the articles of incorporation, bylaws, shareholder agreement or any other formation or operating document of the Company or constitute an Event of Default under any loan or credit agreement to which it is a party, or other material agreement to which the Company is a party or by which the Company may be bound or affected.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of the Company has been duly authorized and empowered and this Agreement has been duly executed and delivered by the Company and constitutes the valid and binding obligation of the Company.

(d) Litigation. No suit is pending against the Company which could have an adverse effect upon the Company's performance under this Agreement or the financial condition or business of the Company. There are no outstanding judgments against Company that would have an adverse effect upon the Company or which would materially impair or limit of the ability of the Company to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Company is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the Company has not received any notices asserting any noncompliance in any material respect by the Company with applicable statutes, rules and regulations of the United States, the State of Georgia, the State of Mississippi or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have an adverse effect on the Company's ability to perform its obligations under this Agreement. The Company is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Body which is in any respect material to the transactions contemplated hereby.

(g) Qualifications of the Company. The Company is experienced and qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

(i) Bankruptcy. No receiver, liquidator, custodian or trustee of the Company shall have been appointed as of the Effective Date, and no petition to reorganize the Company pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Company shall have been filed as of the Effective Date. No adjudication of bankruptcy of Company or a filing for voluntary bankruptcy by the Company under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Company shall have been filed.

(k) Reasonable Efforts to Complete. Company shall use all commercially reasonable efforts to complete each Phase of the Project on or before the timeframes set forth in the Project Schedule.

**Section 6.02. The City's Representations, Warranties and Covenants.**

(a) Organization. The City is a public body corporate and politic duly organized under the laws of the State of Mississippi. The City has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the City of this Agreement are within the authority of the City under, and will not violate, the statutes, rules and regulations establishing the City and governing its activities, have been duly authorized by all necessary resolutions and/or ordinances.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of the City has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the City and constitutes the valid and binding obligation of the City.

(d) Litigation. No suit is pending against or affects the City which could have a material adverse effect upon the City's performance under this Agreement. There are no outstanding judgments against the City that would have a material adverse effect upon the City or which would materially impair or limit of the ability of the City to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the City has not received any notices from any public agency asserting any noncompliance in any material respect by the County with applicable statutes, rules and regulations of the United States of America, the State of Mississippi or any other public agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the City's ability to perform its obligations under this Agreement. The City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby. The City shall comply with all Applicable Law in fulfilling its obligations under this Agreement.

**Section 6.03. The County's Representations, Warranties and Covenants.**

(a) Organization. The County is a public body corporate and politic existing under the laws of the State of Mississippi. The County has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation. The execution, delivery and performance by the County of this Agreement are within the authority of the County under, and will not violate, the statutes, rules and regulations establishing the County and governing its activities, have been duly authorized by all necessary resolutions and/or ordinances.

(c) Valid and Binding Obligations. The Person executing this Agreement on behalf of the County has been duly authorized by Resolution to execute this Agreement, has been duly executed and delivered by the County and constitutes the valid and binding obligation of the County.

(d) Litigation. No suit is pending against or affects the County which could have a material adverse effect upon the County's performance under this Agreement. There are no outstanding judgments against the City that would have a material adverse effect upon the County or which would materially impair or limit of the ability of the County to enter into or carry out the transactions contemplated by this Agreement.

(e) No Conflicts. This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the County is a party or is otherwise subject.

(f) No Violation of Laws. As of the Effective Date, the County has not received any notices from any public agency asserting any noncompliance in any material respect by the County with applicable statutes, rules and regulations of the United States of America, the State of Mississippi or any other public agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the County's ability to perform its obligations under this Agreement. The County is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority which is in any respect material to the transactions contemplated hereby. The County shall comply with all Applicable Law in fulfilling its obligations under this Agreement.

**ARTICLE VII
DEFAULT**

**Section 7.01. Events of Default.** Each of the following shall constitute an event of default (each an "Event of Default") by the applicable Party, respectively:

(a) Failure to Perform. Failure of any Party to observe or perform in any material respect any covenant, condition, representation, obligation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as an Event of Default, subject to the provisions hereof, and the continuance of such failure, act or omission for a period of thirty (30) days after receipt by the defaulting Party of written notice from the non-defaulting Party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"). (

(b) Suspension/Cessation of Incentive Payments. In the event that the Company fails to complete any Phase of the Project on or before the respective Phase Completion Deadline therefore, the City and the County shall have the rights to suspend their respective obligations to make any annual Incentive Payments until such time that the Phase that was not timely completed is, in fact, completed; provided that any Incentive Payment that would have otherwise been payable to the period of any such suspension shall be retained by the City and County, respectively, and shall no longer be payable to the Company; provided, however, in the event that Phase that was not timely completed is ultimately ultimately completed, alveit after the respect deadline therefor, any Sales Tax Increment and/or City Property Tax Increment or County Property Tax Increment derived by the City and/or County from such newly completed Phase shall be payable to Company as an Incentive Payment for the Fiscal Year period following the completion of such Phase. Further, in the event that the Phase I Improvements are not completed by the Company on or before the Phase I Completion Deadline, the City and County may each, in their sole discretion, terminate this Agreement by providing a Notice of Default to the Company in accordance with the applicable notice provisions of this Agreement.

**Section 7.02. Company's Remedies**. If either the City or the County shall fail to timely remit to the Company any Incentive Payment due thereto in accordance with this Agreement, the Company may terminate this Agreement by providing a Notice of Default to the City and County in accordance with the applicable notice provisions of this Agreement and/or seek any other remedies available to it at law or equity.

**Section 7.03 No Waiver of Rights and Remedies by Delay.** Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of or limit the aggrieved Party's rights in any way (it being the intent of this provision that the aggrieved Party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved Party may still resolve the problems by the Event of Default involved; nor shall any waiver in fact made by the aggrieved Party with respect to any specific Event of Default by the other Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other Event of Default by the other party under this Agreement or with respect to the particular Event of Default except to the extent specifically waived in writing.

**Section 7.04. Rights and Remedies Cumulative.** The rights and remedies of the Parties set forth in this Agreement, whether provided by Applicable Laws or by this Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by any Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same Event of Default or of any of its remedies for any other Event of Default by the other Parties. No waiver made by either such Party with respect to the performance, or manner or time thereof, or any obligation of the other Parties or any condition to their own obligations under the Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Parties or condition to their own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Parties. To the fullest extent permitted by

Applicable Law, no party hereto shall be liable to another party hereto for any indirect, special, consequential or punitive damages or amounts for losses of income, profits or savings arising out of or relating to the performance or failure by a party hereto to perform its obligations under this Agreement.

**ARTICLE VIII**
**NOTICES AND DEMANDS**

**Section 8.01. Notices.** Any notice, demand or other communication made pursuant to this Agreement by any Party to another Party shall be deemed sufficiently given or delivered three (3) days following the dispatch thereof by United States Registered or Certified Mail, postage prepaid and return receipt requested, or if delivered by national overnight courier with delivery confirmation, or if delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses or facsimile numbers:

| | |
|---|---|
| If to the Company: | Leigh MS Mall, LLC<br><br>1190 Interstate Parkway<br>Augusta, GA 30909<br>Attention: James M. Hull |
| With a copy by regular mail, email or facsimile to: | |
| If to the City: | City of Columbus, Mississippi<br>Attention: Mayor<br>523 Main Street<br>Columbus, MS 39701 |
| With a copy by regular mail, email or facsimile to: | Mitchell McNutt & Sams<br>Attention: Jeff Turnage<br>215 North 5th Street<br>Columbus, MS 39701<br><br>and:<br><br>Golden Triangle Development LINK<br>Attention: CEO<br>1102 Main Street<br>Columbus, MS 39703 |
| If to the County: | Lowndes County Board of Supervisors<br>Attention: Board President<br>505 2nd Avenue North<br>Columbus, MS 39701 |

With a copy to: Sims and Sims, LLC
Attention: Timothy Hudson
809 3rd Ave N
Columbus, MS 39701-4713

and:

Golden Triangle Development LINK
Attention: CEO
1102 Main Street
Columbus, MS 39703

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 8.01 change the address, facsimile number or persons to which notices shall be sent.

**ARTICLE IX**
**MISCELLANEOUS**

**Section 9.01. No Third-Party Beneficiaries.** The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

**Section 9.02. Amendment; Waiver.** No alteration, amendment or modification hereto shall be valid unless executed by an instrument in writing by the Parties to this Agreement with the same formality as this Agreement, including any approval requiring a resolution of the City and/or the County. The failure by any Party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by any Party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the Party purporting to grant such waiver.

**Section 9.03. Consents.** Unless otherwise specifically provided herein, no consent or approval by the by any Party permitted or required under the terms hereof shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the Party by or on whose behalf such consent is given.

**Section 9.04. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by any Party to this Agreement shall be filed in either the Circuit Court or the Chancery Court of Lowndes County, Mississippi, as appropriate based upon the jurisdiction of each such court.

**Section 9.05. Severability.** If any Article, Section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Section, subsection, term or provision of this Agreement or the application of same to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining Article, Section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall serve to deprive any Party of the enjoyment of its substantial benefits under this Agreement.

**Section 9.06. Binding Effect**. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and assigns.

**Section 9.07. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between the Company and the City and/or the County, their relationship being solely as contracting parties under this Agreement.

**Section 9.08. Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. This Agreement may be executed pursuant to original, electronic, or facsimile copies of signatures, with the same effect as if the parties had signed the document pursuant to original signature.

**Section 9.9. Prior Agreements Superseded.** This Agreement supersedes any prior understanding or written or oral agreements (express or implied) between the Parties respecting the Redevelopment Project and/or Leigh Mall in any context. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

**Section 9.10. Exhibits and Schedules.** All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

**Section 9.11. Construction.** Each of the Parties acknowledges that this Agreement has been extensively negotiated with the assistance of competent counsel for each Party and agree that no provision of this Agreement shall be construed in favor of or against any one Party by virtue of the fact that such Party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion hereto.

*[SIGNATURE PAGE(S) FOLLOW(S)]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date first above written.

**THE CITY:**

CITY OF COLUMBUS, MISSISSIPPI
a Mississippi body politic

By: ______________________________
Keith Gaskin,
Mayor

Date: ________________, 2022

**THE COUNTY:**

LOWNDES COUNTY, MISSISSIPPI
a Mississippi body politic

By: ______________________________
Trip Hairston,
President of the Board of Supervisors

Date: ________________, 2022

**THE COMPANY**

LEIGH MS MALL, LLC
a Delaware limited liability company

By: ______________________________
James M. Hull,
Authorized Agent

Date: ________________, 2022

**EXHIBIT "A"**

**Property Description**

See attached.

**EXHIBIT "B"**

**Description of Phases and Improvements by Phase**

See attached.

04/19/2022

**Leigh Mall (Columbus, MS) Redevelopment**
**Budgetary Projection**

| Scope of Work | Quantity | Quantity Unit | $/Unit | Extended Price |
|---|---|---|---|---|
| **Phase I - Stabilization & Transformation of Property** | | | | |
| **Demo & Site Project** | | | | |
| ***Sears Hometown Store (Formerly Auto Center) Building Demolition*** | | | | |
| Asbestos Survey | 1 | EA | $ 3,220.00 | $ 3,220.00 |
| Hazardous Abatement Allowance (40% of gross floor space) | 4,321 | SF | $ 2.58 | $ 11,130.38 |
| Demolition: Complete Site (ie. sidewalks, C&G, etc.) | 2,183 | SF | $ 1.61 | $ 3,514.63 |
| Demolition: Complete Building | 10,802 | SF | $ 3.54 | $ 38,260.68 |
| Demolition: Canopy | 1,527 | SF | $ 1.61 | $ 2,458.47 |
| Site: Grade to Drain + Stone | 12,985 | SF | $ 1.29 | $ 16,724.68 |
| Landscaping/Irrigation Improvements - Related to Demo | 12,985 | SF | $ 0.52 | $ 6,689.87 |
| | | | **Subtotal** | **$ 81,998.72** |
| ***Interior Space Demolition*** | | | | |
| Asbestos Survey | 1 | LS | $ 16,100.00 | $ 16,100.00 |
| Hazardous Abatement Allowance (40% of gross floor space) | 56,297 | SF | $ 1.93 | $ 108,765.42 |
| Demolition: Selective Interior Gut - Tenant Relocation Spaces | 140,742 | SF | $ 2.06 | $ 290,041.11 |
| | | | **Subtotal** | **$ 414,906.53** |
| ***Exterior Site Improvements*** | | | | |
| Demolition: Complete Site (ie. sidewalks, C&G, etc.) | 14,684 | SF | $ 1.61 | $ 23,641.24 |
| Major Site Work(ie. engineered drawings, asphalt, sidewalks, C&G, utility rework, site drainage, striping, etc.) | - | SF | | $ - |
| SealCoat + Stripe - SW Parking Lot | - | SY | $ 1.42 | $ - |
| SealCoat + Stripe - East Parking Lot (Hobby Lobby) | - | SY | $ 1.42 | $ - |
| Crackfill @ SealCoat Areas | - | SY | $ 0.50 | $ - |
| Milling/Patching @ Overlay Areas | 1 | LS | $ 50,000.00 | $ 50,000.00 |
| 1.25" Overlay - SW, South and East Parking Lot | 41,476 | SY | $ 10.47 | $ 434,313.45 |
| 1.25" Overlay - North Parking Lot (Rear) | - | SY | $ 8.37 | $ - |
| Striping @ Overlay Areas (Includes Layout) | 373,284 | SF | $ 0.19 | $ 72,118.47 |
| Front Service Court Rehabilition (New screenwalls, gates, etc.) | 2 | EA | $ 19,320.00 | $ 38,640.00 |
| Parking Lot Lighting - Pole Replacement | 15 | POLE | $ 4,480.00 | $ 67,200.00 |
| Parking Lot Lighting - LED Improvements | 42 | HEAD | $ 772.80 | $ 32,457.60 |
| Parking Lot Lighting - New Pole & 4 Head | 5 | POLE | $ 8,288.00 | $ 41,440.00 |
| Landscaping/Irrigation Improvements | 1 | LS | $ 64,400.00 | $ 64,400.00 |
| Drawing Production | 1 | LS | $ 1,950.00 | $ 1,950.00 |
| PreConstruction/Project Management | 1 | LS | $ 17,400.00 | $ 17,400.00 |
| | | | **Subtotal** | **$ 843,560.75** |
| **Exterior Reno & Façade Project** | | | | |
| ***Exterior Façade - Front*** | | | | |
| Existing Dollar Tree Façade Refresh (Space 35B) | 1 | EA | $ 11,200.00 | $ 11,200.00 |
| Existing Rue21 Façade Verticality & Enhancement (Space 35B) | 73 | LF | $ 840.00 | $ 60,950.40 |
| Structural Reinforcement @ New Front Storefront Facaces | 622 | LF | $ 336.00 | $ 209,076.00 |

04/19/2022

**Leigh Mall (Columbus, MS) Redevelopment**
**Budgetary Projection**

| | | | | |
|---|---|---|---|---|
| Relocated Exterior Tenant Storefront Façade (Includes Structural) | 622 LF | $ 1,680.00 | $ 1,045,380.00 |
| Exterior Façade Refresh (Common Area Entries) | 1 EA | $ 56,000.00 | $ 56,000.00 |
| ***Exterior Façade - Side & Rear*** | | | |
| Exterior Façade Refresh (Common Area Entries) | 2 EA | $ 6,440.00 | $ 12,880.00 |
| Paint Existing Façade | 2,412 LF | $ 33.60 | $ 81,043.20 |
| New EIFS Crown | - LF | $ 38.08 | $ - |
| Drawing Production | 1 LS | $ 5,850.00 | $ 5,850.00 |
| PreConstruction/Project Management | 1 LS | $ 32,900.00 | $ 32,900.00 |
| | | **Subtotal** | **$ 1,515,279.60** |

## Soft Cost

| | | | |
|---|---|---|---|
| Soft Costs (e.g. Engineering, A&E, Surveys, Environmental, etc.) | 1 LS | $ 299,127.00 | $ 299,127.00 |
| 40% of total soft costs attributable to Phase I ($747,817.50 x 40% = $299,127) | | **Subtotal** | **$ 299,127.00** |
| | | **PHASE I GRAND TOTAL** | **$ 3,154,872.60** |

## Phase II

**Proposed Tenant Interior Upfit ***
**(LL Estimated Construction Costs - Pending Final Negotiations and SOW)**

| | | | |
|---|---|---|---|
| Proposed Retailer | 10,000 SF | $ 65.00 | $ 650,000.00 |
| Dollar Tree (EXISTING) | - SF | $ - | $ - |
| Proposed Hibbetts (Retail) | 15,000 SF | $ 56.00 | $ 840,000.00 |
| Proposed Burlington (Retail) | 25,000 SF | $ 67.20 | $ 1,680,000.00 |
| Proposed GNC (Retail) | 4,375 SF | $ 61.60 | $ 269,500.00 |
| Proposed Shoe Dept. Encore (Retail) | 13,845 SF | $ 67.20 | $ 930,384.00 |
| Existing Rue21 (Retail) | 5,173 SF | $ - | $ - |
| Proposed White Barn - Bath & Body Works (Retail) | 3,500 SF | $ 89.60 | $ 313,600.00 |
| Proposed Cato (Retail) | 8,700 SF | $ 61.60 | $ 535,920.00 |
| Proposed Five Below (Retail) | 9,294 SF | $ 78.40 | $ 728,649.60 |
| Existing Hibachi Refresh (Restaurant) | 4,822 SF | $ 16.80 | $ 81,009.60 |
| Future/Vacant Shop (Office/Retail) (Rear Facing) | 21,560 SF | $ 67.20 | $ 1,448,832.00 |
| **Pending final lease negotiation and LL Workletter obligations* | 121,269 | | |
| | | **PHASE II GRAND TOTAL** | **$ 7,477,895.20** |

## Phase III

### Roof

| | | | |
|---|---|---|---|
| Mall Roof Overlay - Blue Section (Fleece-Back Membrane Only) | 130,500 SF | $ 6.38 | $ 723,492.00 |
| Mall Roof Replacement - Yellow Section (Remove & Replace) | 98,641 SF | $ 9.92 | $ 850,679.98 |
| Infill Skylights (Barrel Vault) - Small (Intermediate Common Area) | 5 EA | $ 5,600.00 | $ 28,000.00 |
| Infill Skylights (Barrel Vault) - Medium (Hobby Lobby End Court) | 1 EA | $ 10,080.00 | $ 10,080.00 |
| Infill Skylights (Barrel Vault) - Large (Center Court) | 1 EA | $ 33,600.00 | $ 33,600.00 |
| | | **Subtotal** | **$ 1,645,851.98** |

### Interior Renovation

| | | | |
|---|---|---|---|
| Asbestos Survey | 34,667 SF | $ 0.11 | $ 3,882.70 |

04/19/2022

**Leigh Mall (Columbus, MS) Redevelopment**
**Budgetary Projection**

| | | | | | | |
|---|---|---|---|---|---|---|
| Hazardous Abatement Allowance | 13,867 | SF | $ | 1.93 | $ | 26,790.66 |
| Mall Common Area Renovation | 34,667 | SF | $ | 5.60 | $ | 194,135.20 |
| Restroom Renovation | - | EA | $ | 95,200.00 | $ | - |
| Common Area RTU (HVAC) Replacement | 4 | EA | $ | 11,200.00 | $ | 44,800.00 |
| Chiller (Former Sears - Current Hobby Lobby/Planet Fitness) - ABANDONED | - | EA | $ | - | $ | - |
| Drawing Production | 1 | LS | $ | 7,800.00 | $ | 7,800.00 |
| PreConstruction/Project Management | 1 | LS | $ | 17,400.00 | $ | 17,400.00 |
| | | | | **Subtotal** | **$** | **294,808.56** |

**Soft Cost**

| | | | | | | |
|---|---|---|---|---|---|---|
| Soft Costs (e.g. Engineering, A&E, Surveys, Environmental, etc.) | 1 | LS | $ | 448,690.50 | $ | 448,690.50 |
| 60% of remaining total soft costs not attributted to Phase I ($747,817.50 x 60% = $448,690.50) | | | | **Subtotal** | **$** | **448,690.50** |
| | | | | **PHASE III GRAND TOTAL** | **$** | **2,389,351.05** |
| | | | | **PHASE I, II & III GRAND TOTAL** | **$** | **13,022,118.85** |

**Phase IV**

**Proposed Outparcel Construction And Tenant Allowances**
**(Pending Finalized Tenant Agreements)**

| | | | | | | |
|---|---|---|---|---|---|---|
| Proposed Panera Bread | 4,467 | SF | $ | 311.93 | $ | 1,393,391.31 |
| Proposed Culver's | 4,300 | SF | $ | 316.28 | $ | 1,360,004.00 |
| Proposed Aldi | 19,209 | SF | $ | 176.03 | $ | 3,381,360.27 |
| | | | | **PHASE IV GRAND TOTAL** | **$** | **6,134,755.58** |
| | | | | **Leigh Mall Redevelopment Projected Grand Total** | **$** | **19,156,874.43** |

**EXHIBIT "C"**

**Prohibited Enterprises**

1. Nightclubs, Bars and Lounges defined as establishments whose primary focus is the sale and on-premises consumption of alcohol;

2. Stores selling pornographic materials and adult-themed items;

3. Strip clubs or establishments who promote nude dancing;

4. Tattoo parlors;

5. Massage parlors;

6. Marijuana dispensaries; and

7. Any other business which do meet current City of Columbus or Lowndes County code.

**EXHIBIT "D"**

**Project Schedule**

See attached.

**B. Discuss/Approve request to hire two (2) Laborers**

Council Member Beard made a motion to hire **QUENTIN SHIRLEY and TIMMY WILLIAMS** as Laborers for the Public Works Department, contingent on successful completion of a pre-employment medical exam and drug screen. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

**C. Discuss/Approve hiring two (2) Boom Truck Operators**

Council Member Beard made a motion to hire an experienced Boom Truck Operator (former employee) **RONNIE O'NEAL, SR.** at $16.50 per hour and the second Boom Truck Operator, **CORIAN SANDERS** at $15.00 per hour, contingent on successful completion of a pre-employment medical exam and drug screen. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

D. **Discuss/Approve Resolution to approve the 2022 COLA Payment**

Council Member Beard made a motion to approve Resolution authorizing the 2022 COLA Payment. Council Member Mickens seconded the motion to adopt the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

| | | |
|---|---|---|
| Council Member Ethel Taylor Stewart | voted: | <u>YEA</u> |
| Council Member Joseph Mickens, Sr. | voted: | <u>YEA</u> |
| Council Member Russell Greene | voted: | <u>YEA</u> |
| Council Member Pierre Beard, Sr. | voted: | <u>YEA</u> |
| Council Member Stephen Jones | voted: | <u>YEA</u> |
| Council Member Jacqueline Dicicco | voted: | <u>YEA</u> |

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the Resolution adopted this the _17th___ Day of May, 2022.

**THE RESOLUTION FOLLOWS:**

RESOLUTION OF THE CITY OF COLUMBUS, MISSISSIPPI
REQUESTING THE PUBLIC EMPLOYEES' RETIREMENT
SYSTEM OF MISSISSIPPI TO MAKE PAYMENT
OF THE 2022 COLA

**WHEREAS,** the City of Columbus is required to fund the necessary payment for the City of Columbus Police and Fire Disability and Relief Fund and the 2022 payment will become due at the end of 2022 and the funds are available to make such payment;

**IT IS THEREFORE,** Resolved and Ordered that the City of Columbus does hereby adopt the Resolution request that the 2022 COLA payment be timely made.

**THE ABOVE RESOLUTION,** having been first reduced to writing, was introduced by Council Member Beard, who moved for its adoption. It was seconded by Council Member Mickens.

The foregoing Resolution was read, considered and voted upon section by section and as a whole, the vote of each and all of the sections, and upon the Resolution as an entirety, was taken by "yea" and "nay" vote with the following results:

| | | |
|---|---|---|
| Council Member Ethel Taylor Stewart | voted: | Yea |
| Council Member Joseph Mickens, Sr. | voted: | Yea |
| Council Member Russell Greene | voted: | Yea |
| Council Member Pierre Beard, Sr. | voted: | Yea |
| Council Member Stephen Jones | voted: | Yea |
| Council Member Jacqueline DiCicco | voted: | Yea |

This motion having received the affirmative vote of all Council Members present, the Mayor declared the motion carried and the Resolution adopted.

ADOPTED, APPROVED AND PASSED this the 17th day of May, 2022.

Keith Gaskin, Mayor

ATTEST:

James "Jim" Brigham, CFO/Secretary-Treasurer

**E. Discuss/Approve 7th Avenue Heritage Festival's request to allow beer sales and consumption on the streets in the perimeters of the festival, which will be held September 30 and October 1, 2022**

Council Member Beard made a motion to approve the request to allow the sale and consumption of beer on the streets in the perimeters of the 7th Avenue Heritage Festival, which will be held September 30 and October 1, 2022. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

**F. Discuss/Approve Abandonment of a portion of City ROW (Pine Knoll)**

Kevin Stafford, dba NSI, came before the Mayor and Council and requested that they abandon 0.05 acre (2.096.2 square feet) more or less, lying in Cady Hills, 1st Extension, a subdivision of the City of Columbus, Lowndes County, Mississippi; as shown by map or plat of said subdivision of record in Plat Book 3 at page 12 of the land records in the Chancery Clerk's Office of Lowndes County, Mississippi; and more particularly described as follows:

> Commencing at a found rebar at the Southwest corner of Lot 48 of said subdivision, thence3 North 79 degrees 11 minutes 12 seconds East, along the South line of said Lot 48, for a distance of 139.08 feet, for a point of beginning; thence North 79 degrees 11 minutes 12 seconds East, along said South line, a distance of 26.13 feet to the Southeast corner of said Lot 48, thence along a curve to the right having a radius of 37.50 feet, said curve having a chord of South 56 degrees 37 minutes 31 seconds East for 61.67 feet and an arc length of 72.41 feet to a Southwest corner of Lot 47 of said subdivision, thence South 85 degrees 39 minutes 34 seconds West for a distance of 48.00 feet to the point of beginning.

Council Member Greene made a motion to abandon a portion of City ROW (Pine Knoll) pursuant to the description above. Council Member Beard seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

**G. Consider/Approve Resolution supporting renewal of Local and Private Legislation continuing the two percent (2%) Restaurant/Beverage Tax**

General Counsel Turnage presented a Resolution supporting renewal of Local and Private Legislation continuing the two percent (2%) Restaurant/ Beverage Tax and remarked that it is scheduled to expire July 2023 unless it's renewed by legislative action. The only change is it will be requested to approve for a ten (10) year term. Council Member Beard made a motion to approve the Resolution supporting renewal of Local and Private Legislation continuing the two percent (2%) Restaurant/Beverage Tax. Council Member Stewart seconded the motion to adopt the foregoing Resolution and the question being put to a roll call vote, the result was as follows:

| | | |
|---|---|---|
| Council Member Ethel Taylor Stewart | voted: | YEA |
| Council Member Joseph Mickens, Sr. | voted: | YEA |
| Council Member Russell Greene | voted: | YEA |
| Council Member Pierre Beard, Sr. | voted: | YEA |
| Council Member Stephen Jones | voted: | YEA |
| Council Member Jacqueline Dicicco | voted: | YEA |

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the Resolution adopted this the 17th Day of May, 2022.

**THE RESOLUTION FOLLOWS:**

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MISSISSIPPI LEGISLATURE
2023 Regular Session
To: Local and Private Legislation
By: Representatives

**House Bill _____**
**(As Sent to Governor)**

AN ACT TO AUTHORIZE THE GOVERNING AUTHORITY OF THE CITY OF OLUMBUS, MISSISSIPPI, TO LEVY A TAX ON RETAIL SALES OF BEER, ALCOHOLIC BEVERAGES AND PREPARED FOOD SOLD BY RESTAURANTS WITHIN THE CITY FOR THE PURPOSE OF FUNDING THE COLUMBUS-LOWNDES CONVENTION AND VISITOR'S BUREAU, THE PROMOTION OF COMMUNITY AND ECONOMIC DEVELOPMENT BY THE GOLDEN TRIANGLE DEVELOPMENT LINK, CITY AND COUNTY PARKS AND RECREATIONAL ACTIVITIES AND IMPROVEMENTS, AND OTHER COMMUNITY DEVELOPMENT AND TOURISM-RELATED EVENTS AND ACTIVITIES; ; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

**SECTION 1.** Whenever used in this act, unless a different meaning clearly appears in the context, the following terms shall have the following meanings:

(a) "City" means the City of Columbus, Mississippi.

(b) "County" means Lowndes County, Mississippi.

(c) "Bureau" means the Columbus Lowndes Convention and Visitor's Bureau.

(d) "Governing authority of the city" means the Mayor and City Council of the City of Columbus, Mississippi.

(e) "Prepared food" means food prepared on the premises of a restaurant.

(f) "Restaurant" means any place located within the municipal boundaries of the city where prepared food is sold whether for consumption upon the premises or not and which has annual sales in excess of One Hundred Thousand Dollars ($100,000.00).

**SECTION 2.** (1) The governing authority of the city is hereby authorized to impose upon persons doing business within the municipal boundaries of the city a tax at the rate of two percent (2%) on the gross receipts of restaurants derived from retail sales of prepared food, beer and alcoholic beverages and on the gross proceeds of sales of other businesses derived from retail sales of beer and alcoholic beverages, excluding sales of alcoholic beverages upon premises covered by a package retailer's permit and sales of beer not for consumption on the premises. The governing authority of the city shall distribute the avails of the tax in the manner provided in this subsection (1). The proceeds of the tax shall be distributed annually, in one twelfth (1/12) amounts each month to the City, the County and the Link as follows:

(a) Four Hundred Thousand Dollars ($400,000.00) to the city, which amount shall be utilized thereby to fund (i) parks and recreational activities and programming within the city, (ii) parks and recreational improvements, including maintenance and repairs thereof, within the city, (iii) tourism, entertainment and special events within the city and (iv) overhead costs associated with any of the foregoing;

(b) Three Hundred Thousand Dollars ($300,000.00) to the county; which amount shall be utilized thereby to fund (i) parks and recreational activities and programming within the county, (ii) parks and recreational improvements, including maintenance and repairs thereof, within the county, (iii) tourism, entertainment and special events within the county and (iv) overhead costs associated with any of the foregoing;

(c) Two Hundred Fifty Thousand Dollars ($250,000.00) to the Golden Triangle Development LINK, which amount shall be utilized thereby to fund the promotion of community and economic development in the city and the county, and overhead costs associated therewith; and

(d) Any and all of the remaining balance proceeds of such tax shall be distributed to the bureau, which amount shall be utilized thereby in the manner authorized by applicable state laws;

(2) Persons, firms or corporations liable for the tax imposed herein shall add the amount of tax to the sales price of goods described in subsection (1) of this section and, in addition thereto, shall collect, insofar as practicable, the amount of the tax due by them from the person receiving the goods at the time of payment therefor.

(3) The tax shall be collected by and paid to the Department of Revenue on a form prescribed thereby, in the same manner that state sales taxes are computed, collected and paid; and the full enforcement provisions and all other provisions of Chapter 65, Title 27, Mississippi Code of 1972, shall apply as necessary to the implementation and administration of this act.

(4) The proceeds of the tax, less three percent (3%) to be retained by the Department of Revenue to defray the costs of collections, shall be paid to the governing authority of the city, to be placed into a special fund hereby created separate and apart from any other city fund, on or before the fifteenth day of the month following the month in which collected.

**SECTION 3.** The provisions of Sections 1 and 2 of this act shall be repealed on July 1, 2033.

**SECTION 4.** This act shall take effect and be in force from and after its passage.

**H. Discuss/Approve Recommendations from the May 9, 2022 Planning Commission Meeting**

***Permitted Use Request 22-07***

**On Behalf of Bill Strauss**
**905 7th Avenue North**
**Tax Parcel 61W07-02-09101**
*R-1 Single Family Residential District*

**Request to use a single-family dwelling as an Airbnb**

*The Planning Commission unanimously recommended approval to use a single-family dwelling as an Airbnb*

Council Member Jones 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 to use a single-family dwelling as an Airbnb. Council Member Stewart seconded the motion. Building Official, Kenney Wiegel, stated that there was one (1) objection to this request from Mr. Robert White, who came forward and shared his reason for opposing the 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.

**I. Discuss/Approve a City-sponsored Crime Prevention Summer Program "Reclaiming Our Youth."**

Greg Lewis, Director of Columbus Recreation Department and Glenda Buckhalter, City Outreach Coordinator, along Jammie Garrett, COO, presented a city-sponsored Crime Prevention Summer Program, "Reclaiming Our Youth." RECLAIMING OUR YOUTH is a violence-prevention summer program created by Building Bridges of Hope, Columbus Community Outreach and the City of Columbus' Recreation Department and is designed to assist our youth with: 1) career building, 2) violence prevention, 3) improved relationships with law enforcement and 4) becoming productive citizens. This summer program is a cognitive-based curriculum that focuses on life skills, such as conflict resolution, arts, technology, legal practices, life-saving measures, financial literacy, college prep, physical education and community building. All of these skills are presented with an emphasis on how crime affects victims and how our youth can meet basic social need without resorting to violence. This is an eight (8)-week program for at risk youth, ages 13 – 17, Monday – Thursday from 8:00 a.m. – 3:00 p.m. and evening recreational activities for children of all ages from 5:00 p.m. – 9:00 p.m., Monday – Thursday at Townsend Community Center, Sim Scott Park and East Columbus Gym. The Council requested that the coordinators of this program prepare a budget and return to the Council for sponsorship. No action was taken. Mayor Gaskin thanked the coordinators for their efforts in this much-needed program.

**J. Discuss/Approve Lease Extension for tenant at the Strip Mall**

Jim Brigham, CFO, came before the Mayor and Council and remarked that he visited with Dennis Coleman, Property Manager for the Strip Mall, who informed him that the lease will expire on May 31, 2022 for China Royal, Lessee at 1613 Main Street, and the business owner would like to extend the lease beginning 6/1/22 – 5/31/2027 with the option to extend 6/1/2027 – 2032. The rent will increase to $1,386.80 based on the Consumer Price Index. General Counsel Turnage commented that whenever a contract/agreement extends beyond the term of office of the existing administration, the new administration has the right to void the contract. Council Member Jones made a motion to accept the CFO's recommendation to extend the lease for China Royal with the increase as mentioned above. Council Member Beard 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 Dicicco seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

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

Mayor Gaskin apprised the Council of two (2) personnel matters involving the job performance of an employee in the Public Works Department and an employee in the Police Department and concluded that these matters warrant being heard in Executive Session. Council Member Jones made a motion to go in Executive Session to discuss two (2) personnel matters. Council Member Stewart seconded the motion.

All Council Members voted in favor of the motion.

The motion carried 6/0.

The Chief Operations Officer then announced to the general public outside the Council Chambers that the Council was going into Executive Session to discuss two (2) personnel matters.

**IX..EXECUTIVE SESSION**

**ADJOURNMENT:**

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

**Approved by:** ______________________________ ______________________________

**Keith Gaskin, Mayor**

**James Brigham
Secretary-Treasurer/City Clerk**