

**SPECIAL MEETING
OF THE
BOARD OF DIRECTORS
OF THE
MISSISSIPPI AIRPORTS ASSOCIATION**

FEBRUARY 3, 2021

BE IT REMEMBERED, that the Board of Directors (the “Board”) of the Mississippi Airports Association (the “Association”) convened a special meeting (the “Meeting”) of the Board at 1:00 p.m. on February 3, 2021, via videoconference in accordance with Section 6.4.3 of the Bylaws of the Association.

1. ROLL CALL AND DECLARATION OF QUORUM.

President Washington called the Meeting to order at 1:00 p.m. and then called the roll of Directors. The following Directors were present for the Meeting:

Samuel L. Washington, President, Greenville Mid-Delta Airport
Nick Ardillo, NPA, LLC
Bill Cotter, Hancock County Port and Harbor Commission
Mike Forster, Louisville-Winston County Airport (joined meeting at 2:30 p.m.)
Mike Hainsey, Golden Triangle Regional Airport Authority
Elton Jay, Retired
Clint Johnson, Cleveland Municipal Airport
Wes Kirkpatrick, Monroe County Airport
Eric Konupka, Tunica Airport Authority
Rodney Lincoln, Starkville Airport
Carol Snapp, Jackson County Airport Authority
Clay Williams, Gulfport-Biloxi Regional Airport Authority
Tom Williams, Meridian Airport Authority

The following additional persons were present for the Meeting:

Tommy Booth, Mississippi department of Transportation
Rans Black, federal Aviation Administration
Kathy Kenne, Tellōs Marketing, LLC, Executive Director
Kirsten Shaw, Tellōs Marketing, LLC
Jeff Wagner, Baker Donelson Bearman Caldwell & Berkowitz, PC, General Counsel

President Washington noted that a quorum was present and declared that the Meeting was competent to proceed with the business identified on the Agenda attached to these Minutes as Attachment 1.

2. APPROVAL OF DECEMBER 9, 2020 SPECIAL BOARD MEETING MINUTES.

After discussion, upon motion duly made by Ms. Snapp and seconded by Mr. Ardillo, the Board unanimously approved the Minutes of the Special Meeting of the Board held on December 9,

2020. President Washington directed that the Minutes be filed in the Minute Book of the Association.

3. PRESIDENT'S REPORT.

President Washington expressed his appreciation for everyone's attendance by videoconference and stated that he hoped that the Association would soon be able to meet in person again.

4. TREASURER'S REPORT.

Mr. Forster presented the Treasurer's Report attached to these Minutes as Attachment 2. Mr. Forster noted that he had been working with Watkins, Ward and Stafford, PLLC ("WWS"), the Association's accounting firm, to make changes to the Association's general ledger coding to help simplify and clarify the Association's financial statements. Mr. Forster indicated that the Association is in pretty good financial condition, especially considering the reduced revenues from the on-line only conference held during the fall.

Following discussion, Mr. Tom Williams moved, and Mr. Konupka seconded, that the Board accept the Treasurer's Report as submitted. There being no further discussion on the matter, President Washington called for a vote on the matter with all Directors voting in the affirmative.

5. EXECUTIVE DIRECTOR'S REPORT.

Ms. Kenne noted that the Association has a reservation with the Golden Nugget for the Annual Conference for April 14-16, 2021, and that the deadline for cancelling without penalty would be coming up soon, so the Board would need to make a decision on whether to continue with that date or postpone too later in the year. Mr. Konupka stated that he believed the Association would be best served by pushing the date to sometime in the fall. Following discussion, Mr. Forster moved, and Mr. Tom Williams seconded, that the Association cancel its reservation with the Golden Nugget for April 14-16, 2021 and explore available dates for a conference in the fall. There being no further discussion, President Washington called for a vote on the matter with all Directors present voting in the affirmative.

6. COMMITTEE REPORTS.

A. 2021 Annual Conference and Meeting.

Ms. Kenne stated that, due to the Board's decision to postpone the Annual Conference until fall, she would explore possible dates with the Golden Nugget and the other members of the Annual Conference Committee and report back to the Board.

B. 2022 Annual Conference and Meeting.

Ms. Kenne reminded the Board that the 2022 Annual Conference and Meeting would be in Starkville. Ms. Kenne further noted that the Mill had offered the Association a deal if it would book now, but the Board would need to consider the best date for the 2022 conference since the 2021 Annual Conference would be held in the fall.

7. OLD BUSINESS.

A. 2021 Budget.

Mr. Forster then presented the proposed budget for the Association's fiscal year commencing October 1, 2020 and ending September 30, 2021 attached to these Minutes as Attachment 3. Mr. Forster noted that the budget included the revised fee schedule for Tellōs Marketing, LLC ("Tellōs") in the proposed new agreement with Tellōs which the Board would be considering later in the meeting as well as the sunset at the end of last year of Baker, Donelson, Bearman, Caldwell & Berkowitz's voluntary pandemic fee reduction. Mr. Forster further indicated that the Association would run a small deficit for FY2021 under the budget and, if the Association resumed its scholarship program, the deficit would be higher, but could be countered with increased memberships or cost savings/revenue increases from the 2021 Annual Conference. Mr. Forster noted that, after reviewing the list of members vs. airports in the state as well as the Association's dues structure, he believed the Association could increase membership considerably, especially among general aviation airports, and could further increase revenues through restructuring of the Association's dues schedule. Mr. Forster then suggested forming a committee to review the Association's dues schedule as described in Attachment 4 to these Minutes.

There being no further discussion on the matter, Mr. Tom Williams moved that the Board (i) approve the proposed budget for the Association for the fiscal year ending September 30, 2021, and (ii) approve organization of a committee to review the membership dues structure of the Association. Ms. Snapp seconded the motion. President Washington called for a vote on the matter with all Directors present voting in the affirmative. President Washington declared the motion adopted.

B. Delegation of Authority

Mr. Forster stated that he was also proposing the Delegation of Authority for approval of expenditures by the Association described in Attachment 5 to these Minutes. Mr. Forster indicated that he had discussed the proposed Delegation of Authority with President Washington, the Association's legal counsel and various members of the Board and believed that the proposed Delegation of Authority would help safeguard the Association while providing an appropriate level of flexibility to ensure that the obligations of the Association are paid in a timely manner.

There being no further discussion on the matter, Mr. Clay Williams moved, and Mr. Jay seconded, that the Board approve the Delegation of Authority attached to these Minutes as Attachment 5. President Washington called for a vote on the matter with all Directors present voting in the affirmative. President Washington declared the motion adopted.

C. Agreement with Tellōs Marketing, LLC

President Washington stated that this matter would be moved to the end of New Business.

D. Multimodal Program

Mr. Booth advised the Board that awards from the Multimodal Program for the current cycle are out. Mr. Booth further noted that the Mississippi Department of Transportation is looking at April or May for the next cycle so as not to run into the same delays as last year.

8. NEW BUSINESS.

A. The Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA)

Mr. Hainsey noted to the Board that Congress had passed the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) as part of the Consolidated Appropriations Act, 2021, which was signed into law on December 27, 2020. The CRRSAA includes \$1.75 Billion for aid to primary airports, \$200 Million for aid to airport concessionaires and \$50 Million for improving airports. Mr. Black advised the Board to expect an announcement from the Federal Aviation Administration on the allocation of CRRSAA funds in the next few weeks.

B. Agreement with Tellōs Marketing, LLC

Ms. Kenne and Ms. Shaw left the videoconference.

Mr. Wagner advised the Board that, as discussed at the last meeting, Tellōs has been working for the Association under a 15-year old agreement that does not reflect the actual services provided by Tellōs, Ms. Kenne and Ms. Shaw. Mr. Wagner further noted to the Board that Ms. Kenne had not increased her fees since the date of execution of the original agreement. Mr. Wagner advised the Board that, as directed at the last meeting, he had worked with President Washington, Mr. Forster and Ms. Kenne on the new agreement attached to these Minutes as Attachment 6 that more appropriately reflects the relationship of the parties as well as providing a small increase in fees to Tellōs.

Mr. Forster moved, and Mr. Tom Williams seconded, that the Board approve the form of agreement with Tellōs attached to these Minutes as Attachment 6. Following discussion, President Washington called for a vote on the matter with all Directors present voting in the affirmative. President Washington asked Mr. Wagner to circulate the final version for signature by the Association and Ms. Kenne.

9. OTHER MATTERS.

A. Airport Updates.

President Washington asked each Director to provide an update on activities at his or her airport.

10. ADJOURNMENT.

There being no further business to come before the Meeting, upon motion duly made, seconded, and unanimously adopted, the Meeting adjourned at 2:25 p.m.

Respectfully submitted,

Samuel L. Washington, President
Mississippi Airports Association

ATTACHMENT 1

AGENDA

**MISSISSIPPI AIRPORTS ASSOCIATION
SPECIAL MEETING OF BOARD OF DIRECTORS
1:00 P.M., WEDNESDAY, FEBRUARY 3, 2021
[TELECONFERENCE]**

1. Roll Call and Declaration of Quorum
2. Approval of Minutes of December 9, 2020 Special Board Meeting
3. President's Report
4. Financial Report
5. Executive Director's Report
6. Committee Reports
 - a. 2021 Annual Conference Committee
 - b. 2022 Annual Conference Committee
7. Old Business
 - a. 2021 Budget
 - b. Delegations of Authority
 - c. Agreement with Tellōs Marketing, LLC
 - d. Multimodal Program
8. New Business
9. Other Matters
 - a. Airport Updates
10. Adjournment

ATTACHMENT 2
TREASURER'S REPORT

MAA BOARD MEETING TREASURER'S REPORT

February 3, 2021

QI BALANCE SHEET FY 2020-21

- \$22,100 in membership dues received
- Sponsorship revenues for December conference
- Cash balance FY 2019-21 was approximately \$40,000

	<u>Dec 31, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
1001 - Operating - Trustmark	68,410.65
Total Checking/Savings	<u>68,410.65</u>
Total Current Assets	<u>68,410.65</u>
TOTAL ASSETS	<u>68,410.65</u>
LIABILITIES & EQUITY	
Equity	
3010 - Fund Balance	40,365.49
Net Income	28,045.16
Total Equity	<u>68,410.65</u>
TOTAL LIABILITIES & EQUITY	<u>68,410.65</u>

SUMMARY INCOME

- Sponsorship income for December 2020
- Airport membership expected flat year on year

	Dec 20	Oct - Dec 20
Ordinary Income/Expense		
Income		
5 · Earned revenues		
5115 · Fees Income	0.00	0.00
5210 · Membership Dues		
5211 · Airport Memberships	750.00	22,100.00
5213 · Student Memberships	50.00	50.00
5214 · Corporate Dues	500.00	500.00
Total 5210 · Membership Dues	1,300.00	22,650.00
Total 5 · Earned revenues	1,300.00	22,650.00
5800 · Annual Conference Revenues		
5810 · Presidential Sponsor	5,220.00	5,220.00
5812 · Gold Sponsor	2,500.00	4,500.00
5813 · Silver Sponsor	4,500.00	6,000.00
5814 · Attendee Registration	1,260.00	1,365.00
Total 5800 · Annual Conference Revenues	13,480.00	17,085.00
Total Income	14,780.00	39,735.00

SUMMARY EXPENSE/NET INCOME

- Tellos retainer shown as conference expense
- Legal fees reflect Baker, Donelson voluntary reduction
- Tellos admin/hourly fees in GL code 7540
- We are decidedly solvent!

Expense			
7500 · Other personnel expenses			
7520 · Accounting fees	225.00		225.00
7530 · Legal fees	0.00		3,750.00
7540 · Professional fees - other	1,637.50		4,025.00
Total 7500 · Other personnel expenses	1,862.50		8,000.00
8100 · Non-personnel expenses			
8130 · Telephone & telecommunications	68.09		207.14
8140 · Postage, shipping, delivery	3.30		153.50
Total 8100 · Non-personnel expenses	71.39		360.64
8300 · Travel & meetings expenses			
8310 · Travel	9.20		31.05
Total 8300 · Travel & meetings expenses	9.20		31.05
8600 · Business expenses			
8615 · Bank & Credit Card Fees	90.23		100.23
Total 8600 · Business expenses	90.23		100.23
8700 · Conference Expenses			
8702 · Tellos Management Fee	1,000.00		3,000.00
8704 · General Conference Expenses	197.92		197.92
Total 8700 · Conference Expenses	1,197.92		3,197.92
Total Expense	3,231.24		11,689.84
Net Ordinary Income	11,548.76		28,045.16
Net Income	11,548.76		28,045.16

ATTACHMENT 3
ASSOCIATION BUDGET
FY2021

ATTACHMENT 4
REALIGNMENT OF MEMBERSHIP DUES

REALIGNMENT OF MEMBERSHIP DUES

- Form a committee to consider/recommend new dues schedule based on FAA airport classifications (Tommy Booth's recommendation)
- Goal is to achieve \$50K in membership income (\$7,500 increase)
- Will allow consideration of new initiatives to support airports state-wide
 - Multi-modal grant program expansion
 - Legislative lobbying
- Committee should include airport managers from each GA classification:
 - Regional (Olive Branch, Starkville)
 - Local (Louisville, Vicksburg)
 - Basic (Houston, Kosciusko)
 - Unclassified (Ackerman)

ATTACHMENT 5
DELEGATION OF AUTHORITY

DELEGATIONS OF AUTHORITY

	Budgeted	Non-Budgeted	Limit	Approval Authority
1				
Recurring Monthly Expenses				
Baker, Donelson (Wagner)	x			President/Treasurer
Tellos (Kenne)	x			President/Treasurer
2				
Conference Expenses	x			Kathy Kenne if within budget
		x	<250	Kenne
		x	>250	Treasurer
3				
Operating Expenses	x			Kenne
		x	<250	Kenne
		x	>250	Treasurer
		x	>1000	Treasurer & President

ATTACHMENT 6
AGREEMENT WITH TELLŌS MARKETING, LLC

**ADMINISTRATIVE SERVICES AGREEMENT
BETWEEN MISSISSIPPI AIRPORTS ASSOCIATION
AND TELLOS MARKETING, LLC**

THIS ADMINISTRATIVE SERVICES AGREEMENT (this “Agreement”) is made and executed by and between the Mississippi Airports Association, a Mississippi nonprofit corporation (“MAA”), and Tellos Marketing, LLC, a Mississippi limited liability company (“Tellos”) effective as of the 1st day of January, 2021.

RECITALS:

- A. Tellos is in the business of, among other things, providing public relations, marketing, event planning and other services.
- B. MAA desires to enter into this Agreement to provide for certain services to be provided by Tellos.
- C. MAA has previously appointed Kathy Kenne, a principal in Tellos, as Executive Director of MAA.

NOW, THEREFORE, in consideration of the following terms and conditions, MAA and Tellos agree as follows:

- 1. SERVICES TO BE PERFORMED. MAA engages Tellos to perform the following tasks or services:
 - (a) Membership.
 - (i) Maintain accurate and up-to-date contact information on MAA Members which shall be available to the Board of Directors and Members of MAA at all times (which may be through MAA’s website).
 - (ii) Develop and annually update an electronic MAA Membership Directory.
 - (iii) Assist MAA in recruiting new Members.
 - (b) Support.
 - (i) Maintain MAA’s central telephone number, answer questions submitted by telephone and/or direct callers to appropriate MAA Members, Directors, or Officers.
 - (ii) Sort and route mail and other communications to appropriate MAA Members or Directors in a timely manner.

- (iii) Prepare and mail correspondence and/or responses on behalf of MAA, as the President and/or other authorized representatives of MAA may direct.
 - (iv) Assist MAA in maintaining its official records in compliance with applicable law.
 - (v) Assist MAA in maintaining such insurance coverages as the Board of Directors may from time-to-time deem appropriate.
 - (vi) Solicit nominations for MAA's Professional of the Year; coordinate the selection committee's efforts, make presentation arrangements, write news release.
- (c) Financial.
- (i) Assist MAA's officers in developing an annual budget for MAA to be submitted to MAA's Board of Directors for approval.
 - (ii) Deposit any monies received on behalf of MAA (whether by check, by credit card or by other means approved by MAA's Board of Directors) in MAA's designated deposit accounts. Promptly upon deposit, Tellos shall provide a copy (which may be transmitted electronically) of all deposit slips or similar documentation to MAA's Treasurer and accounting services provider.
 - (iii) Coordinate the disbursement of MAA funds with MAA's accounting services provider in accordance with MAA's then-current disbursement policies and procedures.
 - (iv) Coordinate the preparation and delivery by MAA's accounting services provider of detailed financial statements for each quarterly and the annual meeting of the Board of Directors.
 - (v) Coordinate the performance by MAA's accounting services provider of an annual reconciliation of MAA's finances.
 - (vi) Coordinate with MAA's accounting services provider in the preparation and submission of organizational tax filings, including assistance to MAA in the event of audit by federal or state taxing authorities.
- (d) Board and Special Member Meetings. Tellos shall assist MAA with the scheduling and conduct of regular and special meetings of the Board of Directors and Members. Assistance shall include, but not be limited to, the following:
- (i) Provide notice of all meetings to Directors and Members, as appropriate.

- (ii) Identify, make arrangements for and otherwise facilitate meetings of the Board of Directors and special meetings of the Members.
- (e) Annual Conference and Annual Board and Member Meetings. Tellos shall assist in the planning and conduct of the MAA Annual Conference, including the Annual Member Meeting and Annual Board of Directors Meeting, as directed by MAA's President, conference or committee chair. Assistance shall include, but not necessarily be limited to:
- (i) Receive and coordinate participant registrations.
 - (ii) Assist in securing exhibitors, sponsors and speakers.
 - (iii) Assist in developing a conference.
 - (iv) Coordinate venue arrangements (including hotel arrangements, meeting rooms, social activities, food, exhibitor spaces, etc.) as directed by MAA's President or the Chair of the Conference Planning Committee.
 - (v) Coordinate schedules, contracts, and travel/lodging for MAA conference and meeting speakers as directed by MAA's President or the Chair of the Conference Planning Committee.
 - (vi) Work with the Conference Planning Committee to ensure all functions run smoothly.
 - (vii) Receive and coordinate registrations for attendees.
 - (viii) Promote the conference.
 - (ix) Plan and coordinate ancillary events and activities.
 - (x) Develop a conference budget.
 - (xi) Prepare a report for the Annual Member Meeting held at the Annual Conference.
- (f) Association Coordination.
- (i) Maintain an ongoing schedule of MAA activities.
 - (ii) Assist MAA in maintaining appropriate records, documents, and related materials.
 - (iii) Prepare a report of activities for quarterly and the annual meeting of the Board of Directors and the annual meeting of Members.

- (g) Web Presence, Social Media, Press Releases.
 - (i) Maintain MAA's website, including updating content, maintaining an accurate online Member directory, maintaining backend plug-ins, security, hosting and updating website design with prior approval of the Board of Directors.
 - (ii) Write (soliciting content from MAA Members and others, as appropriate), edit, design and program four quarterly e-newsletters each year.
 - (iii) Research/media monitoring on behalf of MAA.
 - (iv) Write posts for MAA's Facebook page.
 - (v) Issue news or press releases as requested by MAA's Board of Directors.

2. TERMS OF PAYMENT.

- (a) MAA shall pay Tellos the sum of \$1,000 per month for the services described in Section 1(e) of this Agreement. For all other services provided under this Agreement, MAA shall pay Tellos the sum of \$75.00 per hour.
- (b) MAA shall reimburse Tellos for mileage at the rate approved by the IRS and other reasonable out-of-pocket expenses upon submission of travel reimbursement requests and receipts.
- (c) MAA shall reimburse Tellos for the reasonable costs incurred by Tellos in coordinating the Annual Conference including, but not limited to, deposits paid on behalf of MAA, costs of food and beverage paid on behalf of MAA, room fees, transportation costs, and costs of gifts, favors or honoraria distributed at the Annual Conference; provided, any cost to be reimbursable under this provision must either (i) be included in the approved budget for the Annual Conference or, (ii) if in excess of \$500.00, must have the prior approval of the President and Treasurer of MAA.
- (d) All invoices shall be submitted to MAA's Treasurer for review and approval by MAA's Treasurer and President and payment processing in accordance with MAA's then-current disbursement policies and procedures. All payments must be authorized by communications directly from MAA's President or Treasurer to MAA's accounting services provider.
- (e) MAA may contract with Tellos to provide additional services for additional compensation.

- (f) The parties contemplate that Kathy Kenne shall be compensated for serving as Executive Director through payment to Tellos of the fees and expenses provided in this Agreement.

3. EQUIPMENT AND MATERIALS.

Tellos shall supply all equipment, tools, materials and supplies to accomplish the designated tasks except the following, which are to be used exclusively for MAA and to remain the property of MAA: postage and a designated telephone line for MAA.

4. INDEPENDENT CONTRACTOR.

- (a) Tellos shall be considered an independent contractor under this Agreement for all purposes. MAA shall not withhold any payroll or employment taxes of any type (including, but not limited to FICA, FUTA, federal personal income taxes, state personal income taxes, state disability insurance taxes, and state unemployment insurance taxes). No principal, employer or representative of Tellos shall be considered an employee of MAA for any purpose.
- (b) No Worker's Compensation insurance has been or will be obtained by MAA on account of Tellos or any of Tellos' employees.

5. NOTICES.

Any notice required or permitted to be given by the terms of this Agreement shall be in writing and shall be deemed to be given on the date of delivery if hand delivered, three business days after deposit in the United States Mail, return receipt requested, or one business day after deposit with a nationally recognized overnight courier, in any event properly addressed to the party for whom intended, with all postage, delivery and certification fees prepaid:

If to MAA: The President of MAA at his or her current business address as shown in the records of MAA

If to Tellos: Kathy Kenne
Tellos Marketing, LLC
1012 North Jackson Street
Starkville, Mississippi 39759
Telephone:: 662-765-3980
Email: kathy@Telloscreative.com

Any party may change its address for purposes of notice under this Agreement by notice given to the other party in accordance with the above.

6. EFFECTIVE DATE AND TERM.

This Agreement shall be effective as of the date first set forth above and shall run for a period of twelve (12) consecutive calendar months. Unless terminated as provided herein, this Agreement shall automatically renew for successive periods of twelve (12) consecutive months each. Either party may terminate this Agreement at any time upon fifteen (15) days prior written notice to the other party. Upon termination, Tellos shall deliver all documents and other materials belong to MAA to such person or place as the president of MAA may direct.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

[SIGNATURE PAGES FOLLOW]

MISSISSIPPI AIRPORTS ASSOCIATION

Samuel L. Washington, President

TELLOS MARKETING, LLC

Kathy Kenne, Principal