**MINUTES OF A REGULAR CITY COUNCIL MEETING**

**OF THE CITY OF GREENVILLE, MISSISSIPPI**

**June 1, 2010**

**BE IT REMEMBERED that the City Council of the City of Greenville, Mississippi met in regular session at City Hall at the hour of 4:00 P.M., Tuesday the 1st day of June, 2010 for the purpose of transacting such business as might properly come before it.**

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**There were present the following officers and members of Council:**

**Mayor Heather McTeer Hudson**

**Council members: Kenneth Gines, Ann Hollowell, Carl McGee, Errick Simmons, Betty Watkins, and Carolyn Weathers**

**Also Present:**

**Amelia D. Wicks, City Clerk Charles Patterson, Police Chief**

**Lynette A. Smith, Legal Secretary Al Scarbrough, Information Technology**

**Andy Alexander, City Attorney Carlon Williams, Planning/Zoning Director Lee Gordon, Fire Chief Brad Jones, Public Works Director Teresa Kingdom, Human Resources Director Milton Davenport, Fleet Manager**

**Pam Richards, Water/Utility Manager Lorenzo Anderson, Interim City Engineer**

**Lane Rodgers, Airport Director**

**Absent:**

**Gwanda Wilson, Municipal Court Clerk**

**Yvette Yeager, Parks & Recreation**

**Nathan O’Neal, Vector Disease Control**

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**Mayor Hudson introduced Pastor Brian Amason of New Life Church, Greenville, MS who gave the invocation followed by the Pledge of Allegiance to the flag.**

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**Mayor Hudson introduced Janette Garner, Chairperson for the American Cancer Society’s Relay for Life. Mrs. Garner presented Chief Lee Gordon and 24 Firefighters of the Greenville Fire Department with individual Certificates of Appreciation for holding a boot drive. The boot drive raised $3,986.00 which was the highest donated since boot drives began in Greenville.**

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**Mayor Hudson made two presentations. The Mayor presented Willie B. Brown a certificate of appreciation who retired from the Street Department. Mayor Hudson also presented Sgt. Kvonya Moore of Crimestoppers with a praise card for her speech during a Neighborhood Watch meeting.**

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**Mayor Hudson proceeded to the City Council Agenda Items and requested any additions or deletions to the agenda. The following items were added or deleted:**

On motion by Councilman Gines, seconded by Councilman Simmons with all members present voting AYE, Council added contract negotiations for a potential new business for Executive Session to the agenda.

**On motion by Councilman Gines, seconded by Councilman Simmons with all members present voting AYE, Council removed Item # 7 “Doe’s Eat Place requests permission to replace the awning over sidewalk at 502 Nelson St.” from the agenda.**

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**The following Departments presented monthly reports:**

1. **Airport**
2. **City Clerk’s Office**
3. **Engineering**
4. **Fire Department**
5. **Fleet Department**
6. **Human Resources**
7. **Mayor’s Office – Action Line Update**
8. **Planning/Zoning Department**
9. **Police Department**
10. **Public Works Department**
11. **Water/Utility Department**

**The following will present monthly reports at the next scheduled Council meeting:**

1. **Information Technology**
2. **Municipal Court**
3. **Parks and Recreation**
4. **Vector Disease Control**

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**On motion by Councilman Gines, seconded by Councilman McGee with all members present voting AYE, Council approved the minutes of Regular City Council meeting held May 18, 2010.**

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**On motion by Councilman McGee, seconded by Councilman Gines with all members present voting AYE, Council received the minutes of a Planning Commission meeting held May 25, 2010.**

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**RESOLUTIONS # 10-051 THROUGH 10-062**

1413 Booker Street 524 Termini Street

349 4th Street 558 E. Union Street

535 San Ambrogio Street 557 E. Union Street

509 San Ambrogio Street 1920 Michigan Street

235 N. 6th Street 617 W. Union Street

557 N. Shelby Street 306 First Street

**On motion by Councilwoman Watkins, seconded by Councilwoman Hollowell with all members present voting AYE, Council adopted Resolutions assessing the above properties with lot cleaning costs of $82.50 each.**

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**RESOLUTIONS #10-063 THROUGH 10-084**

413 Coleman St. $1,850.00 533 S. Theobald St. $3,157.00

611 Purcell St. $1,563.00 237 S. Edison St. $2,313.00

1637 Bay St. $2,532.00 511 Redbud St. $1,969.00

1048 S. Delesseps St. $3,188.00 419 N. Hinds St. $2,532.00

335 Nelson St. $2,313.00 420 Nelson St. $2,813.00

810 Guerdon Rd. $1,063.00 1005 Nelson St. $6,032.00

320 Mulberry St. $3,719.00 1040 Goodrich St. $4,000.00

422 E. Starling St. $4,000.00 619 E. Silver St. $3,063.00

718 E. Chatham Dr. $2,907.00 526 San Ambrogio St. $1,875.00

328 E. Moore St. $3,438.00 555 E. Reed Rd. $2,375.00

1. Hyman St. $ 813.00 337 E. Starling St. $5,907.00

**On motion by Councilwoman Weathers, seconded by Councilwoman Hollowell, with all members present voting AYE, Council adopted Resolutions assessing the above properties with a demolition and lot cleaning costs.**

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**ORDER #10-225**

**ORDER: APPROVING THE PUBLIC WORKS DIRECTOR’S REQUEST TO FILL VACANT POSITION OF DIVISION CHIEF IN THE SANITATION DEPARTMENT.**

**On motion by Councilwoman Hollowell, seconded by Councilwoman Watkins with all members present voting AYE, except Councilman Gines who voted NAY, Council approved filling the vacancy.**

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**ORDER #10-226**

**ORDER: TABLING THE MUNICIPAL COURT CLERK’S REQUEST TO FILL VACANT FULL TIME POSITION AS PART TIME; HIRE ADDITIONAL EMPLOYEE WITH REMAINING BUDGETED SALARY.**

**On motion by Councilman Gines, seconded by Councilwoman Weathers with all members present voting AYE, Council tabled the request due to the absence of the Court Clerk.**

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**ORDER #10-227**

**ORDER: TABLING A LETTER OF APPROVAL FOR THE PROJECT PARTNERSHIP AGREEMENT WITH THE ARMY CORPS OF ENGINEERS RELATING TO THE BROWN WATER PROJECT.**

**On motion by Councilwoman Hollowell, seconded by Councilman Simmons with all members present voting AYE, Council tabled the letter of approval.**

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**ORDER #10-228**

**ORDER: TABLING THE NON-FEDERAL SPONSOR’S FINANCIAL SELF-CERTIFICATION STATEMENT RELATING TO THE BROWN WATER PROJECT.**

**On motion by Councilwoman Hollowell, seconded by Councilman Simmons with all members present voting AYE, Council tabled the self certification statement. \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**Council took up for discussion Phase II of the Washington Avenue Project. Interim City Engineer Anderson stated that approximately $125,000.00 will be needed as matching funds.**

**RESOLUTION # 10-085**

CITY COUNCIL MINUTES

Upon motion by Councilman Simmons, duly seconded by Councilwoman Hollowell, and unanimously approved, the City Council authorized Mayor Heather McTeer Hudson to initiate and request activation to the Mississippi Department of Transportation for the following project:

**Washington Avenue Mill and Overlay from Delesseps Street to Hwy 82**

The Council also agrees to supply the required matching funds and any additional funds that may be necessary in the event of a cost overrun.

STATE OF Mississippi, COUNTY OF Washington, CITY OF Greenville

I, Amelia D. Wicks, City Clerk of the City of Greenville, Mississippi, hereby certify that the above and foregoing is a true and correct copy of the minutes of the City of Greenville City Council meeting held on June 1, 2010.

Witness my signature under the seal of the said City of Greenville, Mississippi, this the 1st day of June 2010.

SEAL

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Amelia D. Wicks, City Clerk

**On motion by Councilman Simmons, seconded by Councilwoman Hollowell with all members present voting AYE, Council adopted a Resolution approving the mill and overlay of Washington Avenue from Delesseps Street to Highway 82 through MDOT.**

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**ORDER #10-229**

**ORDER: APPROVING APAC MISSISSIPPI, INC. AS THE LOWEST BIDDER FOR THE 2008 STREET BOND PROJECT.**

CITY STREET IMPROVEMENTS PHASE II

Bid Opening May 13, 2010 Greenville, MS

CONTRACTOR IMS APAC JJ FERGUSON

ENGINEERS MS, INC. SAND & GRAVEL

***ESTIMATE***

**DESCRIPTION UNIT QTY UNIT PRICE AMOUNT UNIT PRICE AMOUNT UNIT PRICE AMOUNT**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Removal of  Curb/ Gutter | LF | 4,432.00 | $ 8.00 | $ 35,456.00 | $ 5.00 | $ 22,160.00 | $ 11.00 | $ 48,752.00 |
| Unclassified  Excavation (FM) | CY | 680.05 | $ 12.00 | $ 8,160.60 | $ 30.00 | $ 20,401.50 | $ 22.00 | $ 14,961.10 |
| Temporary Silt  Fence | LF | 4,875.20 | $ 2.00 | $ 9,750.40 | $ 3.00 | $ 14,625.60 | $ 6.10 | $ 29,738.72 |
| 610 Crushed Limestone | TON | 1,119.88 | $ 30.00 | $ 33,596.40 | $ 64.00 | $ 71,672.32 | $ 55.00 | $ 61,593.40 |
| Hot Mix Asphalt,  ST, 9.5 MM (Surface) | TON | 2,722.14 | $115.00 | $313,046.10 | $109.00 | $ 296,713.26 | $ 90.00 | $244,992.60 |
| Hot Mix Asphalt, ST, 12.5 MM (Leveling) | SY | 110.55 | $115.00 | $ 12,713.25 | $130.00 | $ 14,371.50 | $110.00 | $ 12,160.50 |
| Hot Mix Asphalt,  ST, 12.5 MM (Base Repair) | TON | 528.84 | $115.00 | $ 60,816.60 | $150.00 | $ 79,326.00 | $ 87.87 | $ 46,469.17 |
| Cold Milling of Bituminous Pavement, All Depths | TON | 18,410.76 | $ 2.00 | $ 36,821.52 | $ 2.65 | $ 48,788.51 | $ 3.45 | $ 63,517.12 |
| Cleaning and Sealing Cracks | LF | 12,120.00 | $ 5.00 | $ 60,600.00 | $ 1.50 | $ 18,180.00 | $ 3.00 | $ 36,360.00 |
| Combination Concrete Curb and Gutter | LF | 4,432.00 | $ 40.00 | $177,280.00 | $ 24.03 | $106,500.96 | $ 21.75 | $ 96,396.00 |
| Adjustment of Casting, Grating and Utility Appurtenances | LS | 100.00 | $10,000 | $ 10,000.00 | $ 5,000 | $ 5,000.00 | $13,000 | $ 13,000.00 |
| Concrete Driveways with Reinforcement | SY | 100.00 | $ 60.00 | $ 60.00 | $115.00 | $ 11,500.00 | $ 86.00 | $ 8,600.00 |
| Maintenance of Traffic | LS | 1.00 | $ 5,000 | $ 5,000.00 | $25,000 | $ 25,000.00 | $33,000 | $ 33,000.00 |
| Addtl. Consruction Signs | SF | 1.00 | --------- | ---------------- | $ 10.00 | $ 10.00 | $ 12.20 | $ 12.20 |
| Mobilization | LS | 1.00 | $38,500 | $ 38,500.00 | $60,000 | $ 60,000.00 | $90,000 | $ 90,000.00 |
| **Net Construction Cost** | | | $807,740.87 | |  | |  | |
| **10% Contingency** | | | $80,774.09 | |  | |  | |
| **Total Base Bid** | | | **$888,514.96** | | **$794,249.65** | | **$799,552.81** | |

**On motion by Councilman McGee, seconded by Councilwoman Weathers with all members present voting AYE, Council approved APAC as contractor for the 2008 Street Bond Project.**

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**ORDER #10-230**

**ORDER: APPROVING THE INTERIM CITY ENGINEER’S REQUEST TO AVERTISE FOR SIX MONTH BID FOR RECYCLED ASPHALT.**

**On motion by Councilwoman Weathers, seconded by Councilwoman Hollowell, Council moved to table advertisement. Being a time sensitive process, Councilwoman Hollowell rescinded the motion. On motion by Councilman Gines, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the request.**

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**ORDER# 10-231**

**ORDER: APPROVING THE 2010 TRANSPORTATION ENHANCEMENT URBAN YOUTH CORPS PROGRAM APPLICATION AND MEMORANDUM OF UNDERSTANDING.**

**SEE DOCUMENT AT END**

**On motion by Councilman McGee, seconded by Councilman Simmons with all members present voting AYE, Council approved the application and memorandum.**

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**ORDER #10-132**

**ORDER: APPROVAL TO RETAIN APPRAISER FOR PROPERTY LOCATED AT 517 WASHINGTON AVENUE (FORMERLY FINE VINES BUILDING).**

**On motion by Councilwoman Weathers, seconded by Councilman Simmons with all members present voting AYE, Council approved the appraisal.**

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**ORDER #10-233**

**ORDER: APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF GREENVILLE, MID-DELTA REGIONAL AIRPORT AND AVIS RENT-A-CAR.**

**Checker Leasing, Inc.**

**Avis Rent A Car**

**Lease Agreement**

This LEASE AGREEMENT is made and entered into this the 15th day of April, 2010, by and between the City of Greenville, hereinafter referred as “Lessor” The Mid-Delta Regional Airport, a municipal airport, hereinafter referred to as “Airport”, 166 Fifth Ave., Suite 300, Greenville, MS 38703, and Checker Leasing Incorporated (Avis Rent A Car Licensee), P. O. Box 7427, Roanoke, VA 24019, hereinafter referred to as “Lessee.”

**WITNESSETHWITNESSETH**

WHEREAS, the City of Greenville, hereinafter referred to as the Lessor, owns and operates, as advised through recommendations by the Mid-Delta Regional Airport ; and

WHEREAS, the Lessee possesses expertise, staffing, equipment and is currently operating at the Airport; and

WHEREAS, the Lessor and Lessee are mutually desirous of entering into a Lease Agreement whereby Lessee will lease facilities, pursuant to the provisions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

**ARTICLE I**

**DEMISE**

* 1. The Lessor hereby leases to Lessee, and Lessee hereby leases from the Lessor the following described property at the Mid-Delta Regional Airport in Washington County, Mississippi, and being described as follows, to wit:

**Rental Car Counter Space #2 155 square feet**

**Parking Spaces 12 spaces**

**Building 129**

**ARTICLE II**

**TERM**

2.1 The term of this Lease Agreement shall be for five (5) years commencing at 12:01 a.m. on April 15, 2010 and terminating at 12:00 midnight on April 30, 2015.

**ARTICLE III**

**RENT**

3.1 As rental for the use and occupancy of the above premises during the term of this Lease Agreement, Lessee shall pay to Lessor a minimum rental of Seven Hundred and fifty dollars ($750.00) per month, payable monthly in advance; or, in the event that ten percent (10%) of the monthly gross receipts form Lessee’s rental car business, as hereinafter described, exceeds the sum of Seven Hundred fifty dollars ($750.00), Lessee shall pay to Lessor as rental for said premise ten percent (10%) of such monthly gross receipts up to and including Two hundred fifty thousand and no/100 dollars ($250,000.00). In addition, Lessee shall pay Lessor as rental five percent (5%) of such gross receipts exceeding Two hundred fifty thousand and no/100 dollars ($250,000.00). It is understood and agreed that Lessee shall identify separately and pass on to Lessee’s customers a fee of ten percent (10%) or five (5%) upon attainment of the revenue threshold as an add-on fee to recoup this concession fee paid by Lessee to Lessor.

3.2 In determining whether or not ten percent (10%) of the gross receipts from Lessee’s rental car business exceeds Seven hundred fifty dollars ($750.00), the following shall apply:

3.2.1 Gross receipts shall be deemed to mean all revenue derived from Lessee’s rental business excluding insurance replacement rentals, without deduction from overhead, depreciation, salaries or other expenses of any kind or nature.

3.2.2 Gross receipts shall specifically include all time and mileage charges on all rentals regardless of the vehicle’s coming city.

3.2.3 The ten percent (10%) Concession Recovery is not part of gross revenue and will appear as a separate line item below the time and mileage line.

3.2.4 Upon request, Lessee shall exhibit to Lessor all such books, records, tax returns, and/or other evidence which may be necessary to determine or substantiate the gross receipts.

3.3 Lessee also agrees to pay the sum of $121.82 rent per month in advance for the use and occupancy of Building 129 (Car Wash Center).

**ARTICLE IV**

**SECURITY DEPOSIT**

4.1 Lessee shall not be required to post a security deposit or a bond upon commencement of the lease term.

**ARTICLE V**

**USE AND OCCUPANCY**

5.1 The property herein leased will be used by Lessee for the following purposes: 1) General office and administrative activities; 2) Storage and parking of vehicles, and equipment used by Lessee in the conduct of its business 3) Store chemicals for servicing, washing and cleaning of vehicles used by Lessee in the conduct of its business.

**ARTICLE VI**

**RENOVATIONS**

6.1 The Lessor, reserves the right to review the plans and specifications for any plan or future renovation of the Leased Premises, buildings and/or any other improvements that are implemented by Lessee for compliance with Federal Aviation Regulations (FARs) pertaining to airfields, navigational hazards, wildlife or security or any other requirements mandated by the Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), or any other governmental agency.

6.2 Lessee shall be solely responsible for assuring that the referenced office area complies with Title III of the American Disabilities Act, together with all pertinent regulations governing handicapped accessibility.

6.3 Upon expiration of this Lease Agreement, title to all fixed improvements, erected or installed by Lessee, in or upon the Leased Premises, shall vest in Lessor, excluding, however, Lessee’s trade fixtures, maintenance equipment, personal property and any fuel tanks, pumps, waste oil tanks, separators, lines, pipes and equipment related thereto utilized by Lessee. Trade fixtures shall be limited to fixtures installed by Lessee and bearing Lessee’s name or logo for marketing purposes. Lessee shall not remove any improvements upon expiration of this Lease Agreement, other than as specifically permitted or required herein.

**ARTICLE VII**

**OPERATIONS**

7.1 Lessee shall observe and obey all lawful rules and regulations, which may from time to time be promulgated or amended by the Lessor for operations at the Mid-Delta Regional Airport, or by any other lawful authority having the right and power to promulgate such rules and regulations. The current editions of the Airport Certification Manual and the Airport Security Manual for the Mid-Delta Regional Airport and its tenants, it being expressly understood that such manuals and standards may be amended from time to time. Lessor shall not make any rules designed specifically to thwart the lawful conduct of the Lessee’s business.

7.2 The fees and charges to be assessed to the public shall be fair, reasonable and competitive with fees charged at comparable Car Rental Agencies in the area. Lessee understands and agreed that fees and charges to be assessed to the public shall be subject to review by the FAA to determine if the established Fees and Charges are within Fair Market Value rates.

**ARTICLE VIII**

**PETROLEUM AND FUEL TANKS**

8.1 If Lessee desires to expand current operation, now or in the future, to include petroleum and/or fuel storage and disbursement, Lessee shall submit to the Airport Director for review site plans and specifications showing the size, number, type and location of all proposed fuel or waste oil tanks to be installed at the Leased Premises. All fuel and waste oil tanks installed by Lessee shall be Above Ground tanks with appropriate secondary containment capability.

8.2 Lessee shall be solely responsible for installing, operating, maintaining monitoring and up-grading its fuel tanks and related fuel equipment in full compliance with all applicable requirements of Mississippi Department of Environmental Quality (MDEQ) and the Environmental Protection Agency (EPA); including but not limited to, installing any required monitoring or environmental tank trust fund offered by MDEQ or any successor agency.

8.3 Upon expiration or termination of this Lease Agreement, Lessee agrees to remove all fuel tanks, fuel pumps, waste oil tanks, separators, lines, pipes and equipment related thereto installed or used by Lessee and effect closure of any such equipment in strict accordance with the requirements of MDEQ and EPA or any successor agencies.

**ARTICLE IX**

**MAINTENANCE, UPKEEP AND ALTERATIONS**

9.1 Lessee agrees that it will, during the term of this lease, at its own expenses, maintain the building/office area leased herein in at least as good condition and repair as of the date of occupancy, reasonable wear and tear and casualty loss expected. Lessee shall be responsible for and pay for any repair or maintenance resulting from any damage caused by Lessee from its operations or use of the leased building/office area, subject to the application of insurance proceeds that may be available. Lessee further agrees to maintain the interior and exterior surfaces of the building leased herein in good condition. Subject to the preceding, Lessor shall be responsible for the structural integrity of the roofs, foundation, and exterior of the Leased Premises.

9.2 Lessee agrees that any deterioration or damage resulting from the negligence or nonperformance of the Lessee, its agents, employees or business invitees shall be repaired by Lessee within thirty days (30) of written notification by Lessor. In the event that said repairs have not been made within said period, Lessor shall have the option of making said repairs. In such event, the cost of said repairs shall be for the account of the Lessee.

9.3 Lessee shall have the right, at its own expense, to make such changes, alterations and modifications in the leased building/office area as it finds necessary for its purposes with the prior written consent of Lessor. To obtain such written consent, Lessee shall provide Lessor with a copy of the plans for any improvements or alterations detailing the floor plan, egresses, utilities, fire suppressant systems and storage of hazardous materials, if any. Lessee shall be responsible for obtaining all permits, federal, state and local, as required for the construction, renovation or alteration of the Leased Premises. Lessee reserves the right upon the termination of this Lease to remove from the leased premises at its expense any leasehold fixtures it may have installed, provided Lessee repairs any damage caused by such removal. Upon the termination of this Lease, the Lessee agrees to surrender to the Lessor the above leased premises in the same condition as when received reasonable wear and use and casualty loss excepted. Lessee further covenants and agrees that upon termination of this Lease Agreement it shall leave the leased premises free of any and all environmental hazards determined to have occurred during the time the said premises were occupied by the Lessee and in compliance with all federal, state or local laws, regulations or requirements.

**ARTICLE X**

**UTILITIES**

10.1 Lessee shall be responsible for contracting individually with the City of Greenville for water and sewer services, and other agencies for gas, electricity, telephone, cable, garbage removal and any other services. Lessee shall be responsible for all utility charges; including, but not limited to, installation fees, repair charges and late payments penalties.

**ARTICLE XI**

**INSURANCE**

11.1 Lessee agrees that at all times during the term of this lease, at its own expense, purchase and maintain public liability insurance insuring all activities conducted by Lessee including those conducted on the above premises with minimum limits of liability no less than $1,000,000.00 for personal injury and property and casualty damage, with Lessor named as an additional insured therein, to protect Lessor from any and all claims for personal injury, including death, and property damage which may arise from Lessee’s use and operations under this agreement.

11.2 Certificates of such insurance shall be furnished to Lessor upon the execution of the Agreement with renewal certificates provided throughout the term of this Agreement. Lessee shall maintain Worker’s Compensation insurance according to applicable Mississippi law. All such insurance shall be subject to Lessor’s reasonable approval. In the event, any insurance coverage shall lapse or be terminated; Lessee shall take immediate steps to renew such insurance coverage.

11.3 Lessor agrees to carry and maintain, under its blanket hazard insurance policy currently in effect, insurance on the Leased Premises which covers damage by fire, wind, ice or other events or acts normally covered in hazard and extended coverage insurance policies. Lessor shall not provide coverage for personal property or contents contained in the buildings which is the property of the Lessee or anyone else; Lessee shall be responsible for providing its own insurance for Lessee’s personal property, equipment and contents of the leased premises (excluding Lessor’s property) to the full value thereof with Lessor named as additional insured in such policy or policies and with rights of subrogation being waived.

11.4 If any of the leased buildings shall be damaged during the term of this lease by fire or other cause covered under the policy of insurance to be carried by Lessor, then and in that case, Lessor agrees to apply the insurance proceeds, or so much thereof as may be necessary, toward the repairs of said damage, and to do so as soon as possible; however, Lessor shall not be obligated to apply any money or funds toward repairs in excess of said insurance proceeds. In the event any such building is unfit for the conduct of Lessee’s operations, all rent payments shall destroy such leased building, then Lessor shall be under no obligation to rebuild at a cost in excess of the insurance proceeds.

**ARTICLE XII**

**INDEMNIFICATION**

12.1 Lessee agrees to indemnify and hold Lessor exempt and harmless from any and all claims, liability losses or causes of action for damage or injury, including death, to any person or to the goods, equipment, aircraft, parts or other items of personal property, chattels, or fixtures of any person or party arising from the operations or use of said premises in whole or in part by the Lessee, except to the extent arising out of the negligence of Lessor or its agents.

12.2 In addition to its indemnification of Lessor, Lessee shall, at its sole expense, Defend all suits which may be brought against Lessor as a result of Lessee’s use of, or operations upon, the leased premises in whole or in part, and Lessee shall be responsible for all attorney’s fees and costs incurred by Lessor as a result of Lessee’s failure to comply with this section of the Lease Agreement and any expenses, including Lessor’s reasonable attorney’s fees incurred in enforcing this obligation.

**ARTICLE XIII**

**DEFAULT**

13.1 In the event of Lessee’s breach of any provision of this Lease Agreement, the Lessor shall give Lessee written notice of default. In the event such default is not corrected within thirty (30) days from the date of such written notice, or within ten (10) days in the event of default in the obligation to remit payments, then the shall have the right to terminate this Lease Agreement or terminate Lessee’s right to use and occupy the Leased Premises without terminating this Lease Agreement. The Lessor’s exercise of either of these options shall be effective upon written notice to Lessee. Upon termination of this Lease Agreement, or upon termination of Lessee’s right to use and occupy the Leased Premises without termination of this Lease Agreement, Lessee agrees to promptly remove its personal property, vacate the Leased Premises and surrender possession to the Lessor without further demand.

13.2 Lessee retains the right to sixty (60) day cancellation of said agreement.

**ARTICLE XIV**

**DAMAGE AND DESTRUCTION**

14.1 In the event the Leased Premises is destroyed or the damage is so extensive as to make the Leased Premises unusable, then rental fees shall abate until the Leased Premises are again made usable. In the event the Leased Premises is damaged, but Lessee can still operate out of and from the Leased Premises, Lessee shall be entitled to an equitable abatement of rental fees for the period between the time the damage occurred and the time the Leased Premises is again made usable. In the event the fire or other casualty does not render the Leased Premises unfit for use, then rental fees shall not abate.

14.2 In the event the Leased Premises is damaged by fire or other casualty to such an extent as to render it not feasible, in the exclusive judgment of the Lessor, to rebuild the improvements, then, at the option of the Lessor or Lessee, and upon thirty (30) days advance written notice to the other, this Lease Agreement shall terminate, and rental fees shall be apportioned and paid to the date of the damage. If the Lessor elects to repair the Leased Premises, the Lessor shall notify Lessee of such intention within thirty (30) days of the date of the damage; otherwise this Lease Agreement shall terminate. Should the rebuilding take longer than one hundred eighty (180) days, then Lessee shall have the option to terminate this Lease Agreement, upon thirty (30) days advance written notice to the Lessor. The Lessor’s obligation to repair or rebuild under this article shall be limited to restoring the damaged area to substantially the condition that existed prior to the damage, and shall further be limited to the extent of insurance proceeds available to the Lessor hereunder for such purpose.

**ARTICLE XV**

**ENVIRONMENTAL PROTECTION**

15.1 Lessee shall strictly comply with all rules, regulations, laws, statutes and administrative orders, as now exist or may hereinafter be adopted, of the Lessor and any agencies of the Lessor, County of Washington, State of Mississippi and the United States regarding protection of the environment. Lessee specifically agrees that no pollutants or contaminants will be disposed of on the Leased Premises, in any manner whatsoever. It is an express condition of this Lease Agreement that Lessee shall comply with all rules and regulations of the Federal Aviation Administration (FAA), Environmental Protection Agency (EPA), Mississippi Department of Environment Quality (MDEQ) and any other authority of competent jurisdiction regarding operation of an aircraft painting facility, and the reporting and clean-up of any pollution, emissions, leaks, discharges, releases, escapes or spills causing contamination of the environment.

15.2 Lessee hereby indemnifies and holds the Lessor, its directors, officers, employees and agents, harmless from and against any and all liability, including fines, suites judgments, claims, loss, cost, damage, expenses, liens and causes of action of every kind, resulting from pollution, emissions, leaks, discharges, releases, escapes or spills, arising from the activities or omissions of Lessee and its employees, agents, representatives, suppliers and any third parties under Lessee’s control or which Lessee has the right to control, in connection with operations at the Leased Premises; including, but not limited to, the cost of any required reporting, testing, monitoring, clean-up or environmental remediation. In the event of any pollution, emission, leak, discharge, release, escape or spill, from whatever cause, Lessee shall promptly report any such incidence to the Lessor and to the proper environmental authority or authorities, and thereafter take all necessary and proper actions to limit the discharge and remediate the spill in accordance with approved procedures. The duties and obligations of this provision shall survive the expiration or earlier termination of this Lease Agreement.

15.3 Lessee shall not discharge or dispose of, or permit or condone any third party under its control to discharge or dispose of, any chemicals or other materials into the storm sewers at the Leased Premises in violation of the Lessor’s National Pollutant Discharge Elimination System (NPDES) permit issued by MDEQ. Lessee shall not discharge of or dispose of, or permit or condone any third party under Lessee’s control to discharge or dispose of, any chemicals or other materials into the sanitary sewers at the Airport, without first obtaining a discharge permit from the Lessor.

**ARTICLE XVI**

**HOLDING OVER**

16.1 Any holding over by Lessee after expiration or termination of this Lease Agreement, without the written consent of the Lessor, shall not be deemed to operate as an extension or renewal of this Lease Agreement, but shall only create a tenancy at will, which may be terminated by either party at any time. In the event of such holding over, all provisions of this Lease Agreement shall remain in full force and effect, and Lessee shall continue to pay rent and all other fees due to the Lessor in accordance with the provisions stated herein, until such time as a new lease is negotiated or until the tenancy at will is terminated.

**ARTICLE XVII**

**SECURITY**

17.1 The Lessor assumes no responsibility or liability for damage to the Leased Premises from any cause whatsoever; including, but not limited to, damage resulting from aircraft incidents. The Lessor assumes no responsibility or liability for security of the Leased Premises or any improvements or equipment thereon, nor for the safety of Lessee’s customers, employees, independent contractors or agents. Lessee assumes full responsibility and risk of loss for all improvements and equipment on the Leased Premises and for the safety of all persons and equipment utilized about the Leased Premises.

17.2 Lessee agrees to strictly observe all applicable security requirements of Federal Aviation Regulation, Part 107, and the Transportation Security Administration Part 1542, as now exist and as may hereinafter be amended, and to take such actions as may be required to insure that all employees’ patrons and agents observe the said requirements.

17.3 Lessee shall promptly notify Airport Fire Department at 662-334-4123, City of Greenville Police Department at 662-378-1515 and Washington County Sheriff’s Department at 662-334-4523 of any damage to the facility, safety concern or compromise of the Airport Security Program and/or Airport Emergency Plan (AEP).

17.4 In the event the Lessor incurs any fine or penalty imposed by the FAA, or expense in enforcing the requirements of Federal Aviation Regulation, Part 107, or the Airport Security Program, as a result of the acts or omissions of Lessee, Lessee agrees to pay and/or reimburse the Lessor for all such costs and expenses.

**ARTICLE XVIII**

**NONDISCRIMINATION**

18.1 Lessee, for itself, its successors in interest and assigns, as part of the consideration hereof, does covenant and agree that: (1) No person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**ARTICLE XIX**

**SUBORDINATION**

19.1 This Lease Agreement is subject and subordinate to the provisions of any Lease Agreement heretofore or hereafter made between the Lessor and the United States Government relative to the operations, development or maintenance of the Airport, the execution of which is required as a condition precedent to the transfer of federal rights or property to the Lessor for Airport purposes or the expenditure of federal funds for the improvement or development of the Airport.

**ARTICLE XX**

**DEVELOPMENT**

20.1 The Lessor reserves the right to further develop and improve the Airport, and all landing areas and taxi-ways, as it sees fit, regardless of the desires and views of Lessee and without interference or hindrance. In addition, the Lessor reserves the right to take any actions it considers necessary to protect the aerial approaches of the Airport against obstruction, which, in the sole discretion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

**ARTICLE XXI**

**RIGHT TO AMEND**

21.1 In the event the FAA, or its successors, require modifications or changes in this Lease Agreement, as a condition precedent to the granting of funds for improvement of the Airport, or otherwise, Lessee shall make such amendments, modifications, revisions, supplements or deletions to any of the terms, conditions or provisions of this Lease Agreement as may be reasonably required to permit the Lessor to obtain such funding. Any expense resulting from such amendments, modifications, revisions, supplements or deletions of this Lease Agreement shall be included in granting of funds process; or Lessee may terminate this Lease Agreement with six (6) months advance written notice to the Lessor.

**ARTICLE XXII**

**RESERVATION**

22.1 The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft above the surface of the Airport to include the Leased Premises, together with the right to cause in said air space such noise or interference as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of and flight in such air space, and for use of said air space for landing at, taking off from, and operating aircraft on and over the Airport and the Leased Premises. However, if the need arises for the Airport to develop a noise abatement plan, the Lessor will communicate with the Lessee on the development of such plan.

**ARTICLE XXIII**

**ASSIGNMENT AND SUBLEASING**

23.1 Lessee shall not assign or transfer this Lease Agreement, or sublet any portion of the Leased Premises without the prior written consent of the Lessor. In no case may this Lease Agreement or any portion of the facility be assigned or sublet for any period or periods after default of any provision herein contained. Any attempted sublease or assignment of Lessee’s interest in the Leased Premises, without the approval of the Lessor, shall be null and void, constitutes an event of default on the part of Lessee and gives the Lessor the right to terminate this Lease Agreement upon notice to Lessee.

23.2 In the event the Lessor consents to an assignment or subletting on the part of Lessee of any rights or privileges granted in this Lease Agreement, Lessee shall continue to be primarily liable for any and all payments due the Lessor pursuant to the provisions of this Lease Agreement, and for the full and faithful performance of all provisions contained in this Lease Agreement to be performed by Lessee.

**ARTICLE XXIV**

**RELATIONSHIP OF THE PARTIES**

24.1 Nothing contained in this Lease Agreement shall be deemed or construed as creating a partnership, joint venture or agency relationship between the parties. Neither party shall have the right or authority to bind the other.

**ARTICLE XXV**

**RIGHT TO ENTER**

25.1 The Lessor reserves the right to access the Leased Premises and enter at any time in the event of an emergency. The Lessor reserves the right to inspect the Leased Premises and all improvements at reasonable intervals during regular operating hours, to determine whether Lessee is in compliance with the provisions of this Lease Agreement. Failure to comply with the repair and maintenance provisions of this Lease Agreement upon shall be deemed a breach of this Lease Agreement by Lessee and the Lessor may, but is not required, to effect such repairs and maintenance which Lessee has failed to perform after notice from the Lessor, for the account of Lessee. Any amounts so expended by the Lessor shall be repayable by Lessee as additional rent in the month or months such payments are made by the Lessor. Lessor agrees any inspection or repair shall not interfere or otherwise adversely affect Lessee’s interest.

25.2 The Lessor reserves the right to construct, install, maintain, repair and remove utility lines, pipes, mains, wires, conduit and equipment on, under or across the real property; provided, however, that reasonable efforts shall be made not to interfere with the operations of Lessee. Lessor agrees any inspection or repair shall not interfere or otherwise adversely affect Lessee’s interest.

**ARTICLE XXVI**

**WAIVER**

26.1 The waiver of default by either party of any provision of this Lease Agreement shall not operate as a waiver of subsequent defaults.

**ARTICLE XXVII**

**INTEGRATION**

27.1 This Lease Agreement is the entire Agreement between the parties and cannot be altered or amended except in writing and signed by both parties hereto.

**ARTICLE XXVIII**

**BINDING EFFECT**

28.1 The rights and obligations of this Lease Agreement shall extend to and be binding upon the parties and their successors and assigns.

**ARTICLE XXIX**

**CONSTRUCTION**

* + 1. This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Mississippi. In the event any provisions of this Lease Agreement are held to be invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, the remaining portion of this Lease Agreement shall continue in full force and effect.

**ARTICLE XXX**

**NOTICE**

30.1 All rental payments and written notices required by this Lease Agreement, unless otherwise provided, shall be deemed delivered when sent by first class mail to the Lessor at the following address:

Mid-Delta Regional Airport

166 Fifth Ave., Suite 300

Greenville, MS 38703-9737

30.2 All written notices required by this Lease Agreement, unless otherwise provided, shall be deemed delivered when sent by first class mail to Lessee at the following address:

Checker Leasing, Incorporated

(Avis Rent A Car, Licensee)

Post Office Box 7427

Roanoke, VA 24019

IN WITNESS WHEREOF, the signatures of the parties hereto and the seal of the City of Greenville hereto affixed, on this the \_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_, 2010.

THE CITY OF GREENVILLE, MS

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HEATHER MCTEER HUDSON, MAYOR

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AMELIA D. WICKS, CITY CLERK

CHECKER LEASING INCORPORATED

BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JOEL G. SHORES, PRESIDENT

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, Heather McTeer Hudson and Amelia D. Wicks, who acknowledge that they are Mayor and City Clerk, respectively, of the City of Greenville, Mississippi, a municipal corporation, and that for and on behalf of said corporation and as their act and deed they signed, sealed and delivered the foregoing and above instrument on the day and year therein mentioned, they having been first duly authorized to do so.

Given under my hand and official seal, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2010.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

STATE OF VIRGINIA

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, Joel G. Shores, who acknowledge that he is the President of Checker Leasing Incorporated, and that for and on behalf of said corporation and as his act and deed he signed, sealed and delivered the foregoing and above instrument on the day and year therein mentioned, he having been first duly authorized to do so.

Given under my hand and official seal, this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2010.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

**On motion by Councilman McGee, seconded by Councilwoman Watkins with all members present voting AYE, Council approved the Lease Agreement.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-234**

**ORDER: APPROVING THE RATIFICATION OF EMERGENCY REPAIR TO 20 TON TRANE CONDENSING UNIT IN THE POLICE DEPARTMENT BY COLLINS HEATING & AIR CONDITIONING IN THE AMOUNT OF $2,175.00.**

**Councilwoman Hollowell motioned to ratify the repair, seconded by Councilwoman Watkins. Votes as follows: AYE- Hollowell, Watkins, McGee; NAY- Gines, Weathers, Simmons. There was a tie vote, Mayor Hudson voted in the affirmative. Motion passed.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-235**

**ORDER: APPROVING A BUDGET AMENDMENT FOR CITY CLERK’S OFFICE.**

Current (YTD Amt. Spent) Budget Budget

General Ledger Revised Current Amendment After

Account Number Description Budget Balance Requested Request

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 001-040-641 | Lease of Equipment | $22,000.00 | $9,540.08 | ($3,500.00) | $18,500.00 |
| 001-040-632 | Maintenance Contracts | $ 2,200.00 | ($2,000.00) | $3,500.00 | $ 5,700.00 |

*Justification: To cover shortfalls.*

**On motion by Councilwoman Watkins, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the budget amendment.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-236**

**ORDER: APPROVING A BUDGET AMENDMENT TO INCREASE THE LOT CLEANING BUDGET FROM COLLECTIONS OF PRIOR YEARS ASSESSMENTS.**

Current (YTD Amt. Spent) Budget Budget

General Ledger Revised Current Amendment After

Account Number Description Budget Balance Requested Request

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 001-180-930 | Lot Cleaning Expense | $150,000.00 | $128,385.00 | $50,000.00 | $200,000.00 |
| 001-000-345 | Lot Cleaning Assessments | $ 7,500.00 | $13,954.00 | $50,000.00 | $ 57,500.00 |

*Justification:* Increase lot cleaning budget for collections of prior year’s assessments.

**On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the budget amendment.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-237**

**ORDER: APPROVING HUMAN RESOURCES CAPITAL REQUEST IN THE AMOUNT OF $1,500.00 FOR THE PURCHASE OF AN EMPLOYEE IDENTIFICATION PRINTER WITH FUNDS FROM LINE ITEM 001.000.264 AND BUDGET AMENDMENT FOR THE SAME.**

Current (YTD Amt. Spent) Budget Budget

General Ledger Revised Current Amendment After

Account Number Description Budget Balance Requested Request

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 001-000-264 | Homestead Reimbursement | $31,568.68 | $201,381.30 | ($1,500.00) | $33,068.68 |
| 001-080-705 | Furniture and Equipment | $ 2,260.00 | ($ 3,381.55) | $1,500.00 | $ 3,760.00 |

*Justification:* Purchase of dual sided employee ID printer.

**On motion by Councilman Simmons, seconded by Councilwoman Weathers with all members present voting AYE, Council approved the purchase.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER # 10-238**

**ORDER: APPROVING TRAVEL/TRAINING REQUEST FOR MILTON KEARNEY TO TRAVEL TO BAY ST. LOUIS, MS TO ATEND THE MISSISSIPPI RURAL WATER ASSOCIATION (MSRWA) & MS DEPARTMENT OF ENVIRONMENTAL QUALITY SUMMER TRAINING SESSION FROM JUNE 22-24, 2010 IN THE AMOUNT OF $746.00.**

**On motion by Councilwoman Weathers, seconded by Councilman Gines with all members present voting AYE, Council approved the travel/training request.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER # 10-239**

**ORDER: APPROVING TRAVEL/TRAINING REQUEST FOR GWANDA WILSON TO TRAVEL TO BILOXI, MS TO ATTEND THE MUNICIPAL COURT CLERK SUMMER PROGRAM REQUIRED BY STATUTE 21-23-12 FROM JUNE 27-29, 2010 IN THE AMOUNT OF $533.00.**

**On motion by Councilwoman Watkins, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the travel/training request.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER # 10-240**

**ORDER: APPROVING TRAVEL/TRAINING REQUESTS FOR EQUONE SMITH AND TAMEKA CURRY TO TRAVEL TO COLUMBUS, MS FROM JUNE 21, 2010 - JULY 2, 2010 TO ATTEND THE GANG RESISTACE EDUCATION AND TRAINING (GREAT) COURSE AT A TOTAL COST OF $1,120.00.**

**On motion by Councilwoman Watkins, seconded by Councilman McGee with all members present voting AYE, except Councilman Gines and Councilwoman Weathers who voted NAY, Council approved the travel/training request.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER # 10-241**

**ORDER: APPROVING TRAVEL/TRAINING REQUESTS FOR EQUONE SMITH AND TAMEKA CURRY TO TRAVEL TO GATLINBURG, TN FROM JULY 5-9, 2010 TO ATTEND THE MS/TN DRUG AWARENESS EDUCATION AND TRAINING (DARE) TRAINING COURSE AT A TOTAL COST OF $1,551.16.**

**Motion was made by Councilman McGee, seconded by Councilwoman Watkins to approve travel/training. Councilman Gines and Councilwoman Weathers voted NAY. Councilwoman Hollowell and Councilman Simmons abstained. There being no majority vote, Mayor Hudson voted in the affirmative. Motion passed.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER # 10-242**

**ORDER: REMOVING TRAVEL/TRAINING REQUEST FOR EQUONE SMITH AND TAMEKA CURRY TO TRAVEL TO CINCINNATI, OH FROM JULY 20-22, 2010 TO ATTEND THE 23RD INTERNATIONAL DARE TRAINING CONFERENCE AT A TOTAL COST OF $1,267.80.**

**On motion by Councilwoman Hollowell, seconded by Councilman Simmons with all members present voting AYE, Council removed the travel/training request from the agenda.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER # 10-243**

**ORDER: APPROVING TRAVEL/TRAINING REQUESTS FOR EQUONE SMITH AND TAMEKA CURRY TO TRAVEL TO MERIDIAN, MS FROM JULY 26-30, 2010 TO ATTEND THE SCHOOL RESOURCE OFFICER BASIC COURSE AT A TOTAL COST OF $900.00.**

**On motion by Councilman Gines, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the travel/training request**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER# 10-244**

**ORDER: APPROVING PAY REQUEST #5 TO IMS ENGINEERS FOR DESIGN ENGINEERING WORK ON THE AIRLANE SANITARY SEWER REHABILITATION PROJECT IN THE AMOUNT OF $16,856.00.**

**On motion by Councilman McGee, seconded by Councilman Simmons with all members present voting AYE, Council approved the pay request.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-245**

**ORDER: APPROVING PAY REQUEST #5 TO THE HELLER COMPANY FOR CONSTRUCTION WORK ON THE AIRLANE SANITARY SEWER REHABILITATION PROJECT IN THE AMOUNT OF $64,494.55.**

**On motion by Councilman Gines, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the pay request.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-246**

**ORDER: APPROVING PAY REQUEST #104 TO SANDRA REED FOR WORK ON THE COLLABORATIVE HEALTH GRANT FOR MAY 2010 IN THE AMOUNT OF $478.57.**

**On motion by Councilwoman Watkins, seconded by Councilwoman Hollowell with all members present voting AYE, Council approved the pay request.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER# 10-247**

**ORDER: APPROVING THE CLAIMS PAYABLE DOCKET PLUS MANUAL CHECK REPORT IN THE TOTAL AMOUNT OF $572,691.98.**

**On motion by Councilwoman Hollowell, seconded by Councilman Simmons with all members present voting AYE, Council approved the claims docket and manual check report.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**ORDER #10-248**

**ORDER: APPROVING ADDITIONS IN THE AMOUNT OF $25,304.00 TO THE CLAIMS PAYABLE DOCKET.**

**On motion by Councilwoman Weathers, seconded by Councilwoman Hollowell, with all members present voting AYE, Council approved the additions.**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**EXECUTIVE SESSION**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**There being no further business coming before the City Council the meeting was adjourned.**

**THE CITY COUNCIL OF GREENVILLE, MISSISSIPPI**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**HEATHER MCTEER HUDSON, MAYOR**

**ATTEST:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AMELIA D. WICKS, CITY CLERK**