

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITY OF PICAYUNE**

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, January 17, 2012, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Todd Lane was absent.

It Being Determined a quorum was present, the following proceedings were held.

Opening prayer was given by Allen Hickman, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

MOTION TO APPROVE MINUTES OF THE CITY OF PICAYUNE

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated January 3, 2012.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT FOR DECEMBER 2011

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to acknowledge receipt of monthly privilege license report for December 2011.

Run: 12/20/2011 @ 4:17 PM Page: 1

City of Piquette
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 256609	12/20/2011	GENERAL FUND Mail - Is - OPERATING		<none>		28217		FREEBIES FIREWORKS	2011-2012 PRIVILEGE LICENSE	250.00	
										250.00	

8

Run: 12/19/2011 @ 1:52 PM Page: 1

City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
OP 255890	12/15/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0000002	28148		FAT BOYS,	PRIVILEGE LICENSE	20.00	
OP 255898	12/15/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0006174	12598		SESSUMS INVESTMENTS	PRIVILEGE LICENSE	20.00	
OP 255900	12/15/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0004596	24195		THE COBELER	PRIVILEGE LICENSE	22.40	
OP 255903	12/15/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0002428	24368		PEARL RIVER MOBILE	PRIVILEGE LICENSE	22.20	
OP 255907	12/15/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0004089	14483		QUALITY TECHNICAL SERVICE	PRIVILEGE LICENSE	22.20	
OP 256331	12/19/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0008452	28204		CARTER'S JEWELRY	2011-2012 PRIVILEGE LICENSE	22.20	
OP 256366	12/19/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0008452	28205		CARTER'S JEWELRY	2011-2012 PRIVILEGE LICENSE	46.80	
OP 256372	12/19/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0001001	28206		SHELBY MOTORS OF PICAYUNE	2011-2012 PRIVILEGE LICENSE	20.00	
OP 256374	12/19/2011	GENERAL FUND-Mail - Is - OPERATING		Check	0001240	24786		ICHIBIAN BUFFET,	2011-2012 PRIVILEGE LICENSE	22.40	
										216.20	

9

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT FOR DECEMBER 2011

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to acknowledge receipt of the monthly public records request report for December 2011.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS DECEMBER 2011				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION

REGULAR MEETING JANUARY 17, 2012

12/31/11	PICAYUNE HOUSING AUTHORITY	8 FINGER PRINTS & 4 RECORD CHECKS	12/31/11	APPROVED
12/29/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-1523	12/29/11	APPROVED
12/29/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-0948	12/29/11	APPROVED
12/29/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-0444	12/29/11	APPROVED
12/29/11	AARON BITTUES	ACCIDENT REPORT # 2011-2240	12/29/11	APPROVED
12/29/11	ROBERT KOCH	ACCIDENT REPORT # 2011-12-2240	12/29/11	APPROVED
12/29/11	ROY NAQUIN	ACCIDENT REPORT # 2011-12-1352	12/29/11	APPROVED
12/29/11	KATHERINE GARRIGA	ACCIDENT REPORT # 2011-12-2216	12/29/11	APPROVED
12/28/11	KATHERINE BOONE	ACCIDENT REPORT # 2011-11-1979	12/28/11	APPROVED
12/22/11	HANCOCK COUNTY YOUTH COURT	RECORD'S CHECK ON COURTNEY & JAMES STRICKLAND	12/22/11	APPROVED
12/21/11	ISAAC M DONEY	ACCIDENT REPORT # 2011-12-1125	12/21/11	APPROVED
12/21/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-0365	12/21/11	APPROVED
12/21/11	PROGRESSIVE INS CO	ACCIDENT REPORT # 2011-12-1125	12/21/11	APPROVED
12/21/11	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2011-12-0071	12/21/11	APPROVED
12/21/11	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2011-11-2084	12/21/11	APPROVED
12/21/11	PROGRESSIVE INS CO	ACCIDENT REPORT # 2011-12-0059	12/21/11	APPROVED
12/21/11	JOHN B PERRY	ACCIDENT REPORT # 2011-12-0358	12/21/11	APPROVED
12/21/11	WMS, WMS & MONTGOMERY	ACCIDENT REPORT # 2011-07-0801	12/21/11	APPROVED
12/21/11	WAYCROSS PROBATION OFFICE	INCIDENT REPORT & DISPOSITION	12/21/11	APPROVED
12/21/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON LATASHA MARIE ROPER	12/21/11	APPROVED
12/16/11	LISA BURGESS	RECORD CHECK	12/16/11	APPROVED
12/21/11	CITY OF PICAYUNE PUBLIC WORKS	RECORD CHECK ON LONNIE HOLT JR	12/21/11	APPROVED
12/20/11	LOWELL SPIERS	ACCIDENT REPORT # 2011-11-0862	12/20/11	APPROVED
12/20/11	F.B.I NICS	INCIDENT REPORT # 2011-08-02511	12/20/11	APPROVED
12/20/11	ROBERT KING	RECORD'S CHECK	12/20/11	APPROVED
12/19/11	GEORGE JANET	ACCIDENT REPORT # 2011-12-1428	12/19/11	APPROVED
12/29/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON JOSE LUIS HERNANDEZ	12/19/11	APPROVED
12/19/11	F.B.I NICS	MISDEMEANOR DISPOSITION	12/19/11	APPROVED
12/19/11	OZELL WALLS	ACCIDENT REPORT # 2011-11-2186	12/19/11	APPROVED
12/16/11	FLORDIE GOFF	ACCIDENT REPORT # 2011-12-0818	12/16/11	APPROVED
12/16/11	STATE OF MS DEPT OF CORRECTIONS	FELONY DISPOSITION	12/16/11	APPROVED
12/15/11	CARRIE NEFF	ACCIDENT REPORT # 2011-12-0650	12/15/11	APPROVED
12/12/11	LYNN CUCULLU	CRASH REPORT # 2011-12-0835	12/12/11	APPROVED
12/14/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-0779	12/14/11	APPROVED
12/14/11	REGINA DAMRON	ACCIDENT REPORT # 2011-03-0440	12/14/11	APPROVED
12/14/11	ROBERT JOURDAN	ACCIDENT REPORT # 2011-12-0440	12/14/11	APPROVED
12/14/11	YOUTH COURT DIVISION	RECORD'S CHECK	12/14/11	APPROVED
12/14/11	MAX MOSELEY	RECORD'S CHECK	12/14/11	APPROVED
12/14/11	WALTER HARRINGTON	OUT OF THE COUNTY RECORD'S CHECK	12/14/11	APPROVED
12/13/11	DEPARTMENT OF HOMELAND SECURITY	RECORD'S CHECK ON THOMAS MARSHALL KELLY SR	12/13/11	APPROVED
12/13/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON ROGER LADNER & SHARON LADNER	12/13/11	APPROVED
12/13/11	MELYNDA MOSELEY	RECORD'S CHECK	12/13/11	APPROVED
12/12/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-0489	12/12/11	APPROVED
12/12/11	CRIMINAL JUSTICE INFORMATION CENTER	DISPOSITION REQUEST	12/12/11	APPROVED
12/12/11	F.B.I NICS	INCIDENT REPORT # E 1248-87	12/12/11	APPROVED
12/12/11	F.B.I NICS	COPY OF INCIDENT REPORT 2011-08-0478	12/12/11	APPROVED
12/12/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON JODY WHEELER	12/12/11	APPROVED
12/09/11	EDDIE AND DEANNE THOMPSON	RECORD'S CHECK	12/09/11	APPROVED
12/12/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-09-3137	12/12/11	APPROVED
12/12/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-12-0226	12/12/11	APPROVED
12/12/11	LEXIS NEXIS	INCIDENT REPORT # 2011-05-2795	12/12/11	APPROVED
12/12/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-11-2327	12/12/11	APPROVED
12/12/11	FARM BUREAU	INCIDENT REPORT # 2011-11-2357	12/12/11	APPROVED
12/12/11	PORTEOUS, HAINKEL & JOHNSON, LLP	ACCIDENT REPORT # 2007-01-2717	12/12/11	APPROVED
12/09/11	DEON MCDUGLE	ACCIDENT REPORT # 2011-12-0059	12/09/11	APPROVED
12/08/11	MICHAEL HENOY	CRASH REPORT # 2011-12-0071	12/05/11	APPROVED
12/08/11	PRC SHERIFF'S DEPARTMENT	RECORD'S CHECK ON STACEY JORDAN	12/08/11	APPROVED
12/06/11	NICHOLSON ARMS APARTMENTS	RECORD'S CHECK ON LELIAN MCCAUSTILE	12/06/11	APPROVED

REGULAR MEETING JANUARY 17, 2012

12/06/11	LOUISIANA STATE POLICE	RECORD'S CHECK ON JO-ELLA SISSY, BALDWIN HEMSELL MCINTOSH	12/06/11	APPROVED
12/06/11	CITY OF PICAYUNE PUBLIC WORKS	RECORD'S CHECK ON NICHOLAS VALDEZ & LEPOLIAN ROBERTS JR	12/06/11	APPROVED
12/06/11	PRC SHERIFF'S DEPARTMENT	RECORD'S CHECK ON JOHN E ROBINSON SR	12/06/11	APPROVED
12/06/11	FEDERAL BUREAU OF INVESTIGATIONS	COPY OF FELONY REPORT 2011-10-2470	12/06/11	APPROVED
12/06/11	NICHOLSON ARMS APARTMENTS	RECORD CHECK ON MARY BROOKS	12/06/11	APPROVED
12/05/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-11-0478	12/05/11	APPROVED
12/05/11	METROPOLITAN NASHVILLE POLICE DEPARTMENT	RECORD CHECK ON TERRANCE STUCKEY	12/05/11	APPROVED
12/05/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-11-1269	12/05/11	APPROVED
12/05/11	METROPOLITAN REPORTING BUREAU	CAD NOTES 2011-11-2685	12/05/11	APPROVED
12/05/11	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2011-11-2393	12/05/11	APPROVED
12/05/11	MCHARD & ASSOCIATES	CRASH REPORT # 2011-08-1715	12/05/11	APPROVED
12/05/11	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2011-11-1434	12/05/11	APPROVED
12/05/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-11-1819	12/05/11	APPROVED
12/05/11	SAFeway INSURANCE COMPANY	CAD NOTES 2011-11-2480	12/05/11	APPROVED
12/05/11	CHRISTINA LYNN COOPER	RECORD'S CHECK	12/05/11	APPROVED
12/05/11	MEGAN SPIERS	ACCIDENT REPORT # 2011-12-0226	12/05/11	APPROVED
12/05/11	NICHOLSON ARMS APARTMENTS	RECORD'S CHECK ON AMANDA HONEYCUTT	12/05/11	APPROVED
12/03/11	EARNEST DANIELS	COPIES OF POLICE REPORTS	12/03/11	APPROVED
12/03/11	KERRY MARTIN	COPY OF LARCENY REPORT # 2011-10-0646	12/03/11	APPROVED
12/02/11	CHERYL A THOMAS	RECORD'S CHECK	12/02/11	APPROVED
12/02/11	JAMES ELDER	RECORD'S CHECK FOR DHS	12/02/11	APPROVED
12/02/11	MEMORIAL HOSPITAL	RECORD CHECK ON PATRICIA BURNS SMITH	12/02/11	APPROVED
12/02/11	MONICA RUTLEDGE	RECORD'S CHECK	12/02/11	APPROVED
12/02/11	ELIZABETH PENLEY	RECORD'S CHECK	12/02/11	APPROVED
12/02/11	MS ABC ENFORCEMENT	RECORD CHECK ON KAIZAMIR YUSEF SMITH	12/02/11	APPROVED
12/02/11	PRC SHERIFF'S DEPARTMENT	#2 BACKGROUND CHECKS	12/02/11	APPROVED
12/01/11	MS DEPT OF CORRECTIONS	COPY OF INCIDENT REPORT # 2009-1029	12/01/11	APPROVED

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACKNOWLEDGE RECEIPT OF APPROVED PLANNING COMMISSION MINUTES DATED NOVEMBER 8, 2011

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to approve Planning Commission Minutes dated November 8, 2011.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE COAST ELECTRIC USE OF CITY OWNED PROPERTY IN INDUSTRIAL PARK DURING EMERGENCY SITUATIONS

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve request from Coast Electric for the use of the field owned by the City west of Farmers Fresh Produce and north of Martin Luther King Blvd. and also all open areas of Industrial Park during emergency situations for the use of parking trucks and storing materials.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT MONTHLY BUDGET REPORT

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to accept the monthly budget report for the month of December 2011.

GF Statement of Activity - MTD and YTD with Budget
City of Picaayune
For 12/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200-00-000-000 AD VALORUM TAXES-CURRENT	1,291,395	0	356	322,849	(322,493)	0
001-000-201-00-000-000 AUTO LAND MOBILE HOME	239,509	14,729	45,759	394,877	(154,891)	19
001-000-202-00-000-000 PERSONAL TAXES	57,885	242	2,757	594,771	(32,947)	1
001-000-203-00-000-000 AD VALORUM-DELINQUENT	9,300	215	75	44,525	(832)	12
001-000-210-00-000-000 AD VALORUM-DELINQUENT	0	516	1,988	1,850	136	27
001-000-211-00-000-000 CHARGES & INTEREST	0	0	0	300	(300)	0
001-000-212-00-000-000 TAXOLLECTION COSTS	48,000	0	0	12,000	(3,000)	5
001-000-220-01-000-000 LIQUOR PRIVILEGE TAX	30,000	513	2,272	7,500	(9,728)	22
001-000-221-00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	1,575	6,500	394	11,552	29
001-000-222-00-000-000 BUILDING PERMITS	40,000	25,427	156,302	153,750	1,76	27
001-000-223-00-000-000 PLANNING/ZONING APPLICATIONS	6,500	1,000	10,176	10,000	176	25
001-000-224-00-000-000 LOT CLEAN UP	35,000	0	1,125	1,625	(500)	17
001-000-225-00-000-000 SPECIAL USE RESORT ZONING PERMITS	9,000	0	0	8,750	(8,750)	0
001-000-233-02-000-000 PICAAYUNE SCHOOL DISTRICT ENERGY PROJECT	0	0	8,516	0	8,516	0
001-000-241-00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	6,875	(6,875)	0
001-000-247-02-000-000 BULLET PROOF VEST 2006	11,412	0	0	2,853	(2,853)	0
001-000-250-00-000-000 MUNICIPAL-STATE AID	17,500	0	5,446	4,375	1,071	31
001-000-251-00-000-000 HOMESTEAD EXEMPTION REMB.	105,050	0	0	26,513	(26,513)	0
001-000-253-11-000-000 DOMESTIC VIOLENCE GRANT	45,000	5,195	7,849	11,250	(3,401)	17
001-000-253-28-000-000 USM PROJECT SAFE	0	0	10,480	0	10,480	0
NEIGHBORHOOD GRANT						
001-000-256-00-000-000 DRUGALCOHOL CM GRANT	75,000	15,622	37,711	18,750	18,961	50
001-000-256-00-000-000 GENERAL RESERVE FUND	3,862,000	322,957	974,141	990,000	(15,859)	25
001-000-257-00-000-000 VEHICLE REPAIR FUND	99,000	0	0	13,887	(13,887)	0
001-000-252-02-000-000 1/4 MIL LIEVY FIRE PROTECTION	19,959	163	531	4,990	(4,459)	3
001-000-262-03-000-000 MUN FIRE REBATE FUNDS-CODE	1,831	0	0	458	(458)	0
001-000-263-00-000-000 POLICE MINIMUM STANDARDS	0	3,000	0	0	3,000	0
001-000-264-00-000-000 PRC ANIMAL SHELTER	6,500	510	1,105	1,625	(520)	17
001-000-271-00-000-000 ROAD & BRIDGE TAXES	220,000	1,894	6,111	55,000	(48,889)	3
001-000-276-00-000-000 SCHOOL PATROL	120,696	35,486	75,718	30,174	45,544	63
001-000-289-00-000-000 MUN COURT WARRANT OFFICER	12,000	1,038	2,489	3,000	(511)	21
001-000-330-00-000-000 COURT FINES & FEES	322,000	12,000	57,018	80,500	(23,482)	18
001-000-334-00-000-000 SPECIAL POLICE SERVICE	22,500	950	4,489	5,625	(1,136)	20
001-000-335-00-000-000 POLICE EQUIP ASSESSMENTS	3,800	0	133	0	(817)	4
001-000-336-00-000-000 COLLECTION FEE	1,000	115	367	250	117	37
001-000-336-05-000-000 INTEREST EARNED	11,000	1,358	2,334	2,750	(416)	21
001-000-340-00-000-000 MUNICIPAL COURT EVIDENCE	20,000	0	4,155	5,000	(945)	0
001-000-346-10-000-000 SUMMER YOUTH CAMP DONATION	0	0	2,200	0	2,200	0
001-000-348-02-000-000 ADOPT A FLOWERBED	0	0	2,845	0	2,845	0
001-000-348-03-000-000 DONATIONS FOR INTERMODAL DEPTO	0	0	490	0	490	0
001-000-355-00-000-000 MISCELLANEOUS INCOME	0	2,910	3,121	0	3,121	0
001-000-393-00-000-000 SALE OF PROPERTY	0	0	17,890	0	17,890	0
Total Revenues	7,768,269	457,307	1,463,192	1,942,069	(478,877)	19

GF Statement of Activity - MTD and YTD with Budget
City of Picaayune
For 12/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Expenditures						
Municipal Council Expenses						
PERSONNEL	65,527	4,524	17,170	16,381	(789)	26
SUPPLIES	500	94	121	125	4	24
OUTSIDE SERVICES	49,200	4,384	16,047	12,300	(3,747)	33
Total Municipal Council Expenses	115,227	9,002	33,338	28,806	(4,532)	29
Municipal Court Expenses						
PERSONNEL	231,683	16,499	57,938	57,922	(16)	25
SUPPLIES	3,000	703	1,901	750	(1,151)	63
OUTSIDE SERVICES	55,906	4,265	12,532	13,977	1,445	22
Total Municipal Court Expenses	290,589	21,467	72,371	72,649	278	25
City Attorney Expenses						
PERSONNEL	9,531	626	2,392	2,385	(7)	25
OUTSIDE SERVICES	20,000	2,203	14,481	5,000	(9,481)	72
Total City Attorney Expenses	29,531	2,829	16,873	7,385	(9,488)	57
City Manager Expenses						
PERSONNEL	128,948	10,692	37,716	32,213	(5,503)	26
SUPPLIES	4,750	1,075	2,979	4,088	(1,109)	63
OUTSIDE SERVICES	18,300	52,598	54,784	4,078	(50,718)	336
Total City Manager Expenses	149,898	64,165	95,489	37,476	(58,013)	64
General Services Expenses						
PERSONNEL	16,627	1,169	4,278	4,156	(120)	26
SUPPLIES	7,700	252	1,490	1,925	435	19
OUTSIDE SERVICES	216,500	8,448	79,425	54,125	(25,300)	37
Total General Services Expenses	240,827	9,869	85,193	60,208	(24,985)	35
Financial Expenses						
PERSONNEL	156,312	8,665	37,977	39,079	1,102	24
SUPPLIES	7,500	789	1,759	1,875	116	23
OUTSIDE SERVICES	89,400	1,119	6,672	17,351	10,679	19
Total Financial Expenses	233,212	10,473	46,408	58,305	11,897	20
Code Enforcement Expenses						
PERSONNEL	173,890	4,534	24,393	43,473	19,080	14
SUPPLIES	3,250	1,991	2,974	813	(2,161)	92
OUTSIDE SERVICES	16,500	(579)	2,881	4,125	1,244	17
Total Code Enforcement Expenses	193,640	5,946	30,248	48,411	18,163	16
Police Administration Expenses						
PERSONNEL	153,360	11,954	39,043	38,341	(702)	26
SUPPLIES	6,500	1,666	1,299	1,623	366	19
OUTSIDE SERVICES	66,400	3,693	14,045	16,600	2,555	21
Total Police Administration Expenses	226,260	15,813	54,347	56,566	2,219	24

REGULAR MEETING JANUARY 17, 2012

Run: 1/13/2012 at 8:42 AM

GF Statement of Activity - MTD and YTD with Budget
City of Peacayune
For 12/31/2011

Page: 3

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Patrol & Investigations Expenses						
PERSONNEL	1,289,522	93,054	336,672	322,381	(13,291)	26
SUPPLIES	136,000	7,589	28,904	34,500	7,596	20
OUTSIDE SERVICES	80,250	7,589	18,170	20,053	1,883	23
CAPITAL OUTLAY	11,412	0	6,124	2,853	(3,271)	54
Total Patrol & Investigations Expenses	1,519,184	107,854	386,871	379,797	(7,074)	25
Domestic Violence Grant Expenses						
PERSONNEL	44,897	3,635	12,571	11,225	(1,346)	28
Total Domestic Violence Grant Expenses	44,897	3,635	12,571	11,225	(1,346)	28
Custody of Prisoners Expenses						
PERSONNEL	163,572	11,981	37,910	40,893	2,983	23
SUPPLIES	46,500	2,166	7,835	11,625	3,790	17
OUTSIDE SERVICES	15,500	165	1,059	3,875	2,816	7
Total Custody of Prisoners Expenses	225,572	14,314	46,804	56,393	9,589	21
Alcohol Courtmeasures Grant Expenses						
PERSONNEL	74,648	7,592	28,327	18,664	(9,663)	38
CAPITAL OUTLAY	0	4,145	4,145	0	(4,145)	0
Total Alcohol Courtmeasures Expenses	74,648	11,737	32,472	18,664	(13,809)	44
Records & Communications Expenses						
PERSONNEL	403,283	24,772	97,123	100,822	3,699	24
SUPPLIES	7,000	518	1,998	1,750	(248)	29
OUTSIDE SERVICES	20,800	1,009	7,540	5,200	(2,340)	37
Total Records & Communications Expenses	431,083	26,299	106,761	107,772	1,011	25
School Patrol Expenses						
PERSONNEL	88,329	5,786	17,370	22,333	4,963	19
SUPPLIES	8,240	517	1,505	1,825	120	23
OUTSIDE SERVICES	2,790	172	427	688	261	16
Total School Patrol Expenses	98,579	6,573	19,302	24,646	5,344	20
Animal Control Expenses						
PERSONNEL	33,832	0	3,973	8,458	4,485	12
SUPPLIES	8,000	0	766	2,000	1,234	10
OUTSIDE SERVICES	48,050	3,588	10,941	12,013	1,072	23
Total Animal Control Expenses	89,882	3,588	15,680	22,471	6,791	17
Fire Department Expenses						
PERSONNEL	1,984,453	139,435	493,877	496,114	2,237	25
SUPPLIES	45,800	2,175	6,329	11,450	5,121	14
OUTSIDE SERVICES	57,000	3,207	15,746	14,250	(1,496)	28
Total Fire Department Expenses	2,087,253	144,817	515,952	521,814	5,882	25
Streets & Drainage Expenses						
PERSONNEL	380,836	24,282	88,632	95,210	6,578	23
SUPPLIES	111,500	6,967	19,346	27,575	8,029	18

GF Statement of Activity - MTD and YTD with Budget
City of Picoayune
For 12/31/2011

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
OUTSIDE SERVICES	311,200	22,403	73,986	77,800	3,814	24
Total Streets & Drainage Expenses	803,536	53,652	182,444	200,885	18,441	23
Grounds & Beautification Expenses						
PERSONNEL	411,465	28,049	100,810	102,863	2,053	25
SUPPLIES	74,119	2,528	14,428	18,530	4,102	20
OUTSIDE SERVICES	16,250	39	5,886	4,083	(1,823)	36
Total Grounds & Beautification Expenses	501,824	30,440	121,121	125,469	4,299	24
Equipment Maintenance Expenses						
PERSONNEL	47,094	2,239	7,658	11,774	4,116	16
SUPPLIES	10,600	106	836	2,650	1,814	8
OUTSIDE SERVICES	11,800	635	1,929	2,950	1,021	16
Total Equipment Maintenance Expenses	69,494	2,980	10,423	17,374	6,391	15
Total Expenditures	7,425,136	545,255	1,884,768	1,856,303	(28,465)	25
Excess Revenue Over (Under) Expenditures	343,133	(87,948)	(421,576)	85,766	(450,412)	(123)

ED Statement of Activity - MTD and YTD with Budget
City of Piquette
For 12/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-341 00-000-000 RENT	48,792	4,066	12,197	12,198	(1)	25
110-402-260 00-000-000 MANNIA MINISTRIES LEASE	1	0	0	0	0	0
110-402-260 00-000-000 SALES TAX-TOURISM	427,000	36,389	107,053	106,750	303	25
110-402-314 00-000-000 PARK BLDG RENTAL FEES	1,500	75	625	375	250	42
110-402-314 06-000-000 PARK TOURNAMENT FEES	1,000	200	225	250	(25)	23
110-402-314 07-000-000 PARK CONCESSION REVENUE	100	0	200	25	(175)	200
110-402-340 00-000-000 INTEREST INCOME-TOURISM	1,500	109	336	375	(39)	22
Total Revenues	479,893	40,839	120,636	119,973	663	25
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	1,000	1,000	0	(1,000)	0
Total Sale of Lots Expenses	0	1,000	1,000	0	(1,000)	0
Recreation Expenses						
PERSONNEL	126,676	9,887	32,429	31,419	(1,010)	26
SUPPLIES	28,160	1,965	6,821	7,040	(219)	24
OUTSIDE SERVICES	82,980	8,775	43,611	20,740	(22,871)	53
Total Recreation Expenses	238,795	19,027	82,861	59,199	(23,662)	35
Retirement Development Expenses						
PERSONNEL	11,003	845	2,956	2,752	(204)	27
SUPPLIES	500	0	232	125	(107)	46
OUTSIDE SERVICES	13,300	344	701	3,326	2,625	5
Total Retirement Development Expenses	24,803	1,189	3,889	6,203	2,314	16
Total Expenditures	261,598	21,216	87,750	65,402	(22,348)	34
Excess Revenue Over (Under) Expenditures	218,295	19,623	32,886	54,571	23,011	15

Run: 1/13/2012 at 8:42 AM

AF Statement of Activity - MTD and YTD with Budget
 City of Picaayune
 For 12/31/2011

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341 01-000-000 RENT/HANGARS	102,700	10,260	43,630	26,675	17,955	42
351-000-341 02-000-000 GROUND LEASES	13,050	6,900	6,900	3,263	3,637	53
351-000-355 00-000-000 MISCELLANEOUS INCOME	0	0	5,190	0	5,190	0
351-000-374 00-000-000 FUEL SALES	6,000	298	1,296	1,500	(244)	21
Total Revenues	121,750	17,458	56,936	30,438	26,498	47
Expenditures						
Airport Expenses						
PERSONNEL	55,486	3,860	13,271	13,873	602	24
SUPPLIES	13,600	0	1,708	3,400	1,692	13
OUTSIDE SERVICES	38,600	18,897	19,718	9,151	(10,567)	54
Total Airport Expenses	105,686	20,717	34,697	26,424	(8,273)	33
Total Expenditures	105,686	20,717	34,697	26,424	(8,273)	33
Excess Revenue Over (Under) Expenditures	16,064	(3,261)	22,239	4,014	34,771	138

UF Statement of Activity - MTD and YTD with Budget
City of Pica/une
For 12/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-230.02-000-000 EPA WTRWSTWTR INFRA IMP	1,200,000	0	0	300,000	(300,000)	0
GRANT	20,000	622	2,099	5,000	(2,901)	10
405-000-340.00-000-000 INTEREST INCOME	400	0	0	100	(100)	0
405-000-340.01-000-000 CD Interest Earned-Bond & Ins.	100	0	0	25	(25)	0
405-000-340.02-000-000 CD Interest Earned-Sew Impr.	1,500	0	0	375	(375)	0
405-000-340.03-000-000 CD Interest Earned-Meter	50,000	1,000	4,300	12,500	5,500	29
405-000-351.02-000-000 MISC TAP INCOME	15,000	4,833	18,300	5,800	5,800	37
405-000-355.00-000-000 MISC INCOME	50,000	4,833	18,300	12,500	5,800	37
405-000-355.01-000-000 MISC INCOME BAGS	4,000	294	1,057	1,000	57	26
405-000-360.01-000-000 METERED SALES WATER	1,656,138	123,449	378,702	414,035	(35,333)	23
405-000-360.02-000-000 METERED SALES GAS	4,000	123,449	394,703	478,914	(82,211)	21
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	3,000	100	37,334	750	(419)	1
405-000-384.00-000-000 UTILITY LATE CHARGES	100,000	11,904	37,239	28,000	12,409	37
405-000-385.00-000-000 GARBAGE REVENUE	915,000	77,411	232,939	228,750	4,189	26
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	1,289	37,020	0	37,020	0
Total Revenues	5,872,794	417,843	1,106,307	1,468,199	(361,892)	19
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	50,000	6,250	24,584	12,500	(12,084)	49
Total Intrafund Transfers Expenses	50,000	6,250	24,584	12,500	(12,084)	49
Utility Administration Expenses						
PERSONNEL	520,104	40,749	149,440	130,027	(19,413)	29
SUPPLIES	30,000	545	2,599	7,500	4,901	9
OUTSIDE SERVICES	220,250	25,948	70,930	55,063	(15,867)	32
CAPITAL OUTLAY	1,800,000	135,498	448,531	400,000	(48,531)	28
Total Utility Administration Expenses	2,370,354	202,140	671,500	592,590	(78,910)	28
Director of Public Works Expenses						
PERSONNEL	124,653	14,788	44,935	31,164	(13,671)	36
SUPPLIES	8,000	833	975	2,000	1,425	7
OUTSIDE SERVICES	74,500	7,094	6,849	18,523	11,674	7
CAPITAL OUTLAY	0	202	2,159	0	(2,159)	0
Total Director of Public Works Expenses	207,153	22,217	54,214	51,789	(2,429)	28
Water Regulations Expenses						
PERSONNEL	36,114	2,373	9,855	9,029	(826)	27
SUPPLIES	12,000	2,313	7,216	3,001	(4,215)	60
OUTSIDE SERVICES	1,900	13	(209)	475	684	(11)
Total Water Regulations Expenses	50,014	4,699	16,862	12,505	(4,357)	34
Well and Pump Maintenance Expenses						
SUPPLIES	33,000	73	130	8,250	8,120	0
OUTSIDE SERVICES	104,200	5,001	17,100	26,050	8,950	16

UF Statement of Activity - MTD and YTD with Budget
City of Pica/yune
For 12/31/2011

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
CAPITAL OUTLAY						
Total Well and Pump Maintenance Expenses	290,200	5,074	17,230	72,550	55,320	8
Sewer Construction Expenses						
CAPITAL OUTLAY	0	40,899	364,739	0	(364,739)	0
Total Sewer Construction Expenses	0	40,899	364,739	0	(364,739)	0
Utility Construction Expenses						
PERSONNEL	131,404	10,147	41,754	32,851	(8,903)	32
SUPPLIES	41,619	882	2,787	10,405	7,618	7
OUTSIDE SERVICES	25,500	3,222	22,154	6,375	(15,779)	87
Total Utility Construction Expenses	198,523	14,221	66,695	49,631	(17,064)	34
Water Operations Expenses						
PERSONNEL	220,597	15,020	57,883	55,150	(2,533)	26
SUPPLIES	88,089	5,239	17,568	22,022	4,164	20
OUTSIDE SERVICES	14,900	3,163	3,548	3,725	177	24
CAPITAL OUTLAY	33,000	23,826	140,460	8,250	(132,210)	426
Total Water Operations Expenses	356,586	47,248	219,549	89,147	(130,402)	62
Gas Operations Expenses						
PERSONNEL	229,493	16,801	62,568	57,374	(5,294)	27
SUPPLIES	1,074,820	107,628	276,999	268,655	(8,344)	26
OUTSIDE SERVICES	82,482	21,561	24,930	20,623	(4,307)	30
CAPITAL OUTLAY	650,000	87,790	205,425	162,500	(42,925)	32
Total Gas Operations Expenses	2,036,805	233,770	570,022	508,152	(60,870)	28
Garbage Expenses						
GARBAGE EXPENSES	810,000	68,874	210,177	810,000	599,823	26
Total Garbage Expenses	810,000	68,874	210,177	810,000	599,823	26
Loan Interest Expenses						
INTEREST EXPENSE	0	767	8,450	0	(8,450)	0
Total Loan Interest Expenses	0	767	8,450	0	(8,450)	0
Total Expenditures	6,369,435	646,159	2,224,022	2,199,864	(24,159)	35
Excess Revenue Over (Under) Expenditures	(496,541)	(228,515)	(1,117,715)	(731,665)	(337,734)	(225)

CF Statement of Activity - MTD and YTD with Budget
City of Picaayune
For 12/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-211-00-000-000 RECORDING FEES	300	60	120	75	45	40
405-000-340-00-000-000 INTEREST INCOME	300	26	76	75	1	25
405-000-340-01-000-000 CD Interest Earned	1,500	0	0	375	(375)	0
405-000-380-01-000-000 TRANSFER FROM GENERAL FUND	42,500	3,542	12,250	10,625	1,625	29
405-000-392-00-000-000 SALE OF LOTS	20,000	782	3,210	5,000	(1,790)	16
Total Revenues	64,600	4,410	15,556	16,150	(494)	24
Expenditures						
Cemetery Expenses						
PERSONNEL	54,455	4,788	16,875	13,615	(3,260)	31
SUPPLIES	7,050	894	1,406	1,763	357	20
OUTSIDE SERVICES	3,050	170	498	768	(230)	32
CAPITAL OUTLAY	0	0	17,280	0	(17,280)	0
Total Cemetery Expenses	64,555	5,652	37,044	16,141	(20,903)	57
Total Expenditures	64,555	5,652	37,044	16,141	(20,903)	57
Excess Revenue Over (Under) Expenditures	45	(1,212)	(21,388)	9	20,409	(47,529)

33

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR MDOT TRANSPORTATION ENHANCEMENT GRANT

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve request to apply for MDOT Transportation Enhancement Grant (80/20) for scenic beautification of downtown historic district and authorize Mayor to sign application.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE JIM LUKE'S TRAVEL TO MML IN JACKSON

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve Jim Luke's travel to MML Mid-Winter Legislative Conference in Jackson from January 24, 2012 through January 26, 2012.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

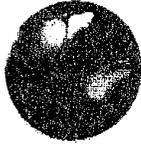
APPROVE PAYMENT TO HRL CONTRACTING, INC FOR NATURAL GAS LINE REPAIRS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve payment in the amount of \$67,129.95 to Hensley R. Lee Contracting, Inc. for natural gas line repairs.

REGULAR MEETING JANUARY 17, 2012

DEC 13 2011 8:25AM

NO. 6041 P. 2



Hensley R Lee Contracting
311 Acorn Lane
Pocahontas, MS 39466

Invoice

Date	Invoice #
11/10/2011	2209

Bill To
City of Pocahontas Attn: Eric Morris 815 North Beech Street Pocahontas, MS 39466

Terms	Due Date	P.O. Number	Location
Net 30	12/10/2011		

Quantity	Item Code	Description	Price Each	Amount
101	Time & Materials	Gasoline repair hourly rate (no welding machine) 10/31/2011 - 11/10/2011	267.45	27,012.45
Total				27,012.45

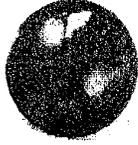
(Signature)
27,012.45

38

REGULAR MEETING JANUARY 17, 2012

DEC 15 2011 8:25AM

W: 6641 P. 3



Hensley R Lee Contracting
311 Acorn Lane
Piquette, MS 39466

Invoice

Date	Invoice #
11/28/2011	2217

Bill To
City of Piquette Attn: Eric Morris 815 North Beech Street Piquette, MS 39466

Terms	Due Date	F.O. Number	Location	
Net 30	12/28/2011			
Quantity	Item Code	Description	Price Each	Amount
70	Time & Materials	Gasoline repair hourly rate (w/ welding machine) 11/14/2011 - 11/23/2011	267.45	18,721.50
Total				18,721.50

39

01/17/2012 0:20:00

01/17/2012 1:14:00



Hensley R Lee Contracting
317 Acorn Lane
Picoyane, MS 39466

Invoice

Date	Invoice #
12/6/2011	2219

Bill To
City of Picoyane Attn: Eric Morris 815 North Beech Street Picoyane, MS 39466

Terms	Due Date	P.O. Number	Location
Net 30	1/5/2012		

Quantity	Item Code	Description	Price Each	Amount
40	CONTRACT WORK	Gasoline repair hourly rate (w/ welding machine) 11/28/2011 - 12/01/2011	267.45	10,698.00
Total				\$10,698.00

40

2011-12-17 09:21 AM

80 0141 01 10



Handy R. Lee Contracting
377 Acorn Lane
Piscataway, MS 39466

Invoice

Date	Invoice #
12/12/2011	2239

Bill To City of Piscataway Attn: Eric Morris 815 North Beech Street Piscataway, MS 39466
--

Terms	Due Date	P.O. Number	Location	
Net 30	1/11/2012			
Quantity	Item Code	Description	Price Each	Amount
	40 CONTRACT WORK	Gasoline repair hourly rate (w/o welding machine) 12/5/2011 - 12/8/2011	267.45	10,698.00
Total				10,698.00

41

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE GULF SOUTH PIPELINE'S CONTRACT RENEWAL

Motion was made by Council Member Watkins, seconded by Council Member Gougnet to approve Gulf South Pipeline's Contract renewal.

December 30, 2011



PICAYUNE, CITY OF
815 NORTH BEECH ST
PICAYUNE, MS 39466

Attention: Ed Pinero

RE: Termination of No Notice Storage Service Small Customer Option Agreement
between GULF SOUTH PIPELINE COMPANY, LP and
PICAYUNE, CITY OF
effective April 01, 2008
Contract Number: 35309

This letter constitutes notice pursuant to Section 6.10 of the General
Terms and Conditions in GULF SOUTH PIPELINE COMPANY, LP's (GULF SOUTH)
FERC Gas Tariff that the above referenced contract will expire at the end of gas day on
March 31, 2012.

If you desire to exercise the Right of First Refusal on the above mentioned
agreement, please provide written notice indicating the desired term, desired total MDQ and
the desired MDQ for each point pair to GULF SOUTH within 10 business days of the date
of this letter. Attached are the primary point pairs and MDQ subject to this right of first
refusal.

If you have any questions regarding this matter, please contact me at
713-479-8051.

Sincerely,

GULF SOUTH PIPELINE COMPANY, LP

A handwritten signature in cursive script that reads "Samara Rigsby".

Samara Rigsby
Account Manager
Customer Services

Gulf South Pipeline Company, LP
9 Greenway Plaza, Suite 2800 • Houston, Texas 77046 • 713.479.8000 • www.gulfsouthpipe.com

49

REGULAR MEETING JANUARY 17, 2012

Amendment No: 0
PAGE: 1 OF 1

NO NOTICE SERVICE AGREEMENT
BETWEEN GULF SOUTH PIPELINE COMPANY, LP AND PICAYUNE, CITY OF
Rate Schedule: NNS
Agreement/Contract No: 35309
DATED April 01, 2008

EXHIBIT A
PRIMARY POINT(S)
EFFECTIVE April 01, 2008 THROUGH March 31, 2012

RECEIPT POINT	REC. AREA	REC. ZONE	AGGREGATE POINT	POINT DESCRIPTION	WINTER REC. POINT MDQ	SHOULDER REC. POINT MDQ	SUMMER REC. POINT MDQ
006366	10	Z1		GOODRICH (FROM KINDER MORGAN)	2,500	2,500	1,750
CONTRACT TOTAL					2,500	2,500	1,750

45

Amendment No: 0
PAGE: 1 OF 1

NO NOTICE SERVICE AGREEMENT
BETWEEN GULF SOUTH PIPELINE COMPANY, LP AND PICAYUNE, CITY OF
Rate Schedule: NNS
Agreement/Contract No.: 35309
DATED April 01, 2008

EXHIBIT A
PRIMARY POINT(S):
EFFECTIVE April 01, 2008 THROUGH March 31, 2012

DELIVERY POINT	DEL. AREA	DEL. ZONE	AGGREGATE POINT	POINT DESCRIPTION	WINTER MDQ	SHOULDER MDQ	SUMMER MDQ
002463	02	24		PICAYUNE CITY GATE	5,000	2,500	1,750
CONTRACT TOTAL					5,000	2,500	1,750

46

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PAYMENT TO HARTMAN ENGINEERING, INC FOR PROFESSIONAL SERVICES ON WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS PROJECT

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve request from Hartman Engineering, Inc to pay Invoice # 21-019-04-33 in the amount of \$17,423.16 for Professional Services from December 1, 2011 thru December 31, 2011 for the Water and Wastewater Infrastructure Improvements Project.

Hartman Engineering, Inc.

City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From December 1, 2011 thru December 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-33

Page 1 of 3						
HEI Contract (March 29, 2004)	Estimated Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice	
Task 1:						
Facility Plan and EID Preparation (NTE)	\$ 259,000.00	99.42%	\$ 257,487.59	\$ 257,487.59	\$ -	
Task 2:						
Collection Temporary Rainfall & Flow Data (NTE)	\$ 100,000.00	100.00%	\$ 99,997.09	\$ 99,997.09	\$ -	
TOTAL	\$ 359,000.00	99.58%	\$ 357,484.68	\$ 357,484.68	\$ -	
TOTAL THIS PAGE DUE THIS INVOICE					\$ -	

49

City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From December 1, 2011 thru December 31, 2011
 EPA Project XF-97477403-3
 HEI Invoice No. 21-019-04-33

HEI Contract Amendment No.2 (March 2, 2010)	Contract Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
Task 3 Sewer System - Problem Area SSES - Phase 30					
3.1 PA SSES - Engineering Services (LS)	\$ 104,775.00	100.00%	\$ 104,775.00	\$ 104,775.00	\$ -
3.2 PA SSES - Engineering	\$ 45,000.00	0.00%	\$ -	\$ -	\$ -
3.3 PA SSES - Construction & Admin. Svc.	\$ 50,600.00	100.00%	\$ 50,600.00	\$ 50,600.00	\$ -
3.4 PA SSES - Resident Inspection	\$ 75,000.00	81.88%	\$ 55,269.00	\$ 55,269.00	\$ -
Subtotal Task 3	\$ 275,375.00	76.49%	\$ 210,644.00	\$ 210,644.00	\$ -
Task 6 Engineering and Design - Collection System Upgrades - Phase 40 & Problem Area Sewer Rehabilitation - Phase 50					
6.1 CSU - Engineering Services (LS)	\$ 95,587.00	100.00%	\$ 95,587.00	\$ 95,587.00	\$ -
6.2 CSU - Supplemental Services (See Attached)	\$ 16,000.00	75.94%	\$ 12,150.40	\$ 12,150.40	\$ -
6.3 PAR - Engineering Services (LS)	\$ 86,063.00	100.00%	\$ 86,063.00	\$ 86,063.00	\$ -
6.4 PAR - Supplemental Services (See Attached)	\$ 15,650.00	33.27%	\$ 5,206.76	\$ 5,206.76	\$ -
Subtotal Task 6	\$ 213,300.00	93.30%	\$ 199,007.16	\$ 199,007.16	\$ -
Task 7 Construction Services and Resident Inspection - Phase 40 & 50					
7.1 CSU - Construction & Admin Svc (LS)	\$ 55,794.00	80.00%	\$ 44,635.20	\$ 44,635.20	\$ -
7.2 CSU - Resident Inspection (Hourly)	\$ 75,000.00	33.484%	\$ 23,382.00	\$ 23,382.00	\$ -
7.3 PAR - Construction & Admin Svc (LS)	\$ 61,563.00	79.30%	\$ 48,819.46	\$ 36,445.30	\$ 12,374.16
7.4 PAR - Resident Inspection (Hourly)	\$ 75,000.00	83.484%	\$ 62,613.00	\$ 57,564.00	\$ 5,049.00
Subtotal Task 7	\$ 267,357.00	67.12%	\$ 179,449.66	\$ 162,026.50	\$ 17,423.16
TOTAL	\$ 756,032.00 *	77.92%	\$ 589,100.82	\$ 571,677.66	\$ 17,423.16
TOTAL THIS PAGE DUE THIS INVOICE					\$ 17,423.16

50

City of Picayune Water and Wastewater Infrastructure Improvements
 (EPA SPAP Grant)
 Professional Services From December 1, 2011 thru December 31, 2011
 EPA Project XP-97477403-3
 HEI Invoice No. 21-019-04-33

Page 3 of 3

	Contract Fee	% Complete	Fee To Date	Less Previous	Fee This Invoice
Task 1 Facility Plan and EID Preparation	\$ 259,000.00	99.42%	\$ 257,487.59	\$ 257,487.59	\$ -
Task 2 Collection Temporary Rainfall & Flow Data	\$ 100,000.00	100.00%	\$ 99,997.09	\$ 99,997.09	\$ -
Task 3 Sewer System - Problem Area SSES - Phase 30 *	\$ 275,375.00	76.49%	\$ 210,644.00	\$ 210,644.00	\$ -
Task 6 Engineering and Design - Collection System Upgrades - Phase 40 & Problem Area Sewer Rehabilitation - Phase 50	\$ 213,300.00	93.30%	\$ 199,007.16	\$ 199,007.16	\$ -
Task 7 Construction Services and Resident Inspection - Phase 40 & Phase 50	\$ 267,357.00	67.12%	\$ 179,449.66	\$ 162,026.50	\$ 17,423.16
Total Project	\$ 1,115,032.00	84.89%	\$ 946,585.50	\$ 929,162.34	\$ 17,423.16
<u>TOTAL THIS DUE THIS INVOICE</u>					\$ 17,423.16

51

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ORDINANCE 896 TO AMEND AND CHANGE THE MANNER OF CHARGING FOR MULTI-RESIDENTIAL AND MULTI-COMMERCIAL WATER SERVICE

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve Ordinance 896 to amend and change the manner of charging for multi-residential and multi-commercial service.

**ORDINANCE NUMBER 896
 OF THE
 CITY OF PICAYUNE, MISSISSIPPI**

**AN ORDINANCE TO AMEND AND CHANGE
THE MANNER OF CHARGING FOR MULTI-RESIDENTIAL AND
MULTI-COMMERCIAL WATER SERVICE**

WHEREAS, the Mayor and City Council in and for the City of Picayune find that it is desirable and necessary to change the manner of charging for multi-residential and multi-commercial water service provided by the City Picayune.

WHEREAS, the Mayor and Council find that multi-residential units and multi-commercial units which receive water utility service through one water are a distinct and separate class.

WHEREAS, the Mayor and Council find that previously, Ordinance 876 was enacted to bring some equity in amount of the billed paid by the City's customers who have a single meter which serves each residential or commercial unit as opposed to multi-units (commercial or residential) that are served by only one meter.

WHEREAS, the Mayor and Council find that a hearing was held on December 6, 2011, on the issue concerning the rate structure and/or the method in which owners of a multi-unit single meter complex were assessed and billed for water utility service.

WHEREAS, the Mayor and Council, following the reception of various documents and testimony took said matter under advisement following the conclusion of said December 6, 2011, hearing.

WHEREAS, the Mayor and City Council find that it should adopt said changes and to amend all other Ordinances that touch upon the subject matter of this Ordinance set forth hereafter.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that the manner of charging for multi-residential and multi-commercial water which are served through a single meter for utility billings collected by the City of Picayune be changed and that any relevant Ordinances be amended as follows, to-wit:

SECTION - ONE

That Section One of Ordinance 876 shall be amended by way of addition of the following Paragraphs, to-wit:

E. VACANCY CREDIT FOR MULTI-RESIDENTIAL UNITS OR MULTI-COMMERCIAL UNITS THAT RECEIVE WATER UTILITY SERVICE THROUGH ONE METER:

1. The City Clerk is hereby authorized to allow a monthly adjustment to the water service utility billing for each vacancy of any unit that occurs in a multi-residential or multi-commercial complex served by a single meter. The City Clerk is authorized to adjust on a monthly basis the water utility billing for such multi-unit, single meter customer an amount equal to the minimum rate billed for each unit that is vacant from the for the time period from the first (1st) day of the month through the twentieth (20th) of the month. This adjustment for vacancies does not include any adjustments for any consumption for water utility services over and above the minimum usage amount set forth in any Ordinance adopted by the City of Picayune.

2. The following definitions shall apply for the purposes of this Ordinance, to-wit:

A. "Vacancy": Shall be defined as any unit that remains unoccupied and/or un-rented for the first twenty (20) days of each month for any multi-unit residential or multi-commercial complex that served through one (1) meter. If any unit is occupied by any person or entity or if the owner is receiving anything of value for such unit regardless of occupancy for the time period from the first (1st) day of the month through the twentieth (20th) day of the month, then the unit is not considered vacant.

B. "Vacancy Report": Shall be defined as a report or forms developed and adopted by the City Clerk which is to be executed under oath by the owner(s) of a multi-unit residential or multi-commercial complex receiving water utility services through a single meter detailing the number of vacancies each complex has incurred for the time period from the first (1st) day of the month through the twentieth (20th) day of the month. This report shall be the sole basis relied upon by the City Clerk to make such monthly adjustments as defined in this Ordinance.

3. A Vacancy Report shall be executed and filed by each owner of a multi-unit residential or multi-commercial complex receiving water utility services through a single meter with the City Clerk of the City of Picayune. This Vacancy

Report shall be filed with the Office of the City Clerk by the close of business of the twentieth (20th) day of each month or no adjustment for vacancies to the water service utility bill shall be allowed for that particular month. If the twentieth (20th) day of the month falls on a weekend or a holiday, the Vacancy Report is due the last business day prior to the twentieth (20th) day of the month.

4. The City Clerk or his/her designee is hereby authorized to develop any forms or reports in order to accurately determine the number of vacancies for multi-unit residential or multi-commercial complex receiving water utility services through a single meter for the purpose of making any monthly adjustments to any water service utility bill.

5. The Public Works Director and/or his/her designee is hereby authorized to undertake any investigation(s) or perform any audits to determine the accuracy of any Vacancy Report submitted to the Office of the City Clerk. That any owner of a multi-unit residential or multi-commercial complex receiving water utility services through a single meter shall co-operate with such Public Works Director during any such investigation and/or audit. Upon written certification by the Public Works Director to the Office of the City Clerk, an owner(s) failure or refusal to co-operate with such investigation or audit shall be a basis to disqualify any such adjustment to any water service utility bill authorized by this Ordinance for a period of six (6) consecutive months.

SECTION - TWO

SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Watkins, seconded by Council member Gouguet, and voted upon as follows:

VOTING YEA: Council members Watkins, Bumpers, Breland, Gouguet, and Mayor Pinero

VOTING NAY:

NOT VOTING:

NOT PRESENT: Council member Lane

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 17th day of January, 2012.

ED PINERO, Mayor

ATTEST:

City Clerk

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CHARTER'S BUSINESS INTERNET SERVICE AGREEMENT

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to approve Charter's Business Internet Service Agreement.

<https://apps.charter-business.com/eDocuments/Documents/eContract...>

BUSINESS INTERNET, VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on Tuesday, January 17, 2012 ("Effective Date") by and between Renaissance Media LLC, ("Charter Business" or "Charter") with local offices at 1774 Henry G. Lane St. Maryville TN 37801 and City Of Pkayune Court Clerk, ("Customer") with offices located at 815 N Beech St, Pkayune MS 39466.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Charter to and electronic acceptance by Customer.

SERVICE ORDER

Under the Business Internet Service Agreement

CUSTOMER INFORMATION:
Account Name: City Of Pkayune Court Clerk
Invoicing Address:
Invoicing Special Instructions:

SITE-SPECIFIC INFORMATION:
Order Type: New Customer
Service Location (Address): 815 N Beech St, Pkayune, MS 39466

Non-Hospitality or Non-Video

Customer Contact information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Site Contact
Name:
Phone:
Email Address:

Technical Contact
Name:
Phone:
Email Address:

MONTHLY SERVICE FEES:

Video Services

No Video Services included on this order.

Music Services

No Music Services included on this order.

Business Internet Services

Product

BI: Essentials20 (20M Down / 3M Up)

Quantity	Price
1	\$79.99

Additional Services

Product

BI: IP, Static / 30 (1 IP)

Quantity	Price
1	\$8.00

ONE-TIME CHARGES:

One-Time Standard Installation Fee: \$99.00

TOTAL FEES

Total Monthly Service Fees of \$87.99 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$99.00 are due upon contract execution.

SERVICE PERIOD. The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 12 months.

Upon expiration of the initial term, this Service Order shall automatically renew at Charter's then-current rates for successive one-month terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

CONFIDENTIALITY. Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.

NOW THEREFORE, Charter and Customer agree to the terms and conditions of this Agreement, including the Standard Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Standard Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges.

REGULAR MEETING JANUARY 17, 2012

<https://apps.charter-business.com/eDocuments/Documents/eContract...>

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such electronic acceptance on Customer's behalf on this unilateral contract shall bind Customer and Charter to the terms hereof and that signature by an authorized representative of Charter is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Charter prior to presentation to Customer.

Charter Business Account Executive:
Name: scott.crockett@chartercom.com
Telephone: (985) 687-6726
Sales Code:
Fax:

In order to accept the terms and conditions of this contract as well as all of those described on the Charter-Business.com Terms and Conditions page, please enter your name and title and select the "Accept" button. If you choose to decline this contract, please enter your name and title and select the "Decline" button.

First Name:

Last Name:

Title:

©2011 Charter Communications.

Charter Commercial Subscriber Privacy Policy TV Internet Phone

Charter Commercial Subscriber Privacy Policy:

Charter takes the protection of our subscribers' ("You," "Your" or "Customer(s)") privacy seriously. The following privacy policy ("Policy") applies to those Charter Commercial Customers who subscribe to Charter's commercial video programming, high-speed Internet and/or telephone service (individually and collectively the "Service") and describes the Customer information that Charter collects and retains, how Charter uses and protects it, the limited cases where Charter may disclose some or all of that information, and Your rights under the Cable Communications Policy Act of 1984 ("Cable Act"). Depending upon the Charter Service to which You subscribe, parts of this Policy may not be applicable to You. Charter values Your privacy and considers all personally identifiable information contained in our business records to be confidential. Please review this Policy and, if You are a Charter telephone service subscriber, the attached Customer Proprietary Network Information ("CPNI") Policy (the "CPNI Policy"), in conjunction with Your service agreement, terms of service and acceptable use policy ("Your Service Agreement"). Charter will provide You copies of this Policy annually and the CPNI Policy of least once every two years, whether or not we have revised the policies. We may modify this Policy of any time. The most current version of this Policy can be found on www.charter.com. If you find the changes unacceptable and if those changes materially and adversely impact Your use of the Service, you may have the right to cancel Your Service under Your Service Agreement. If you continue to use the Service following the posting of a revised Policy, we will consider that to be your acceptance of and consent to the Policy as revised.

What type of information does Charter collect?

Charter collects both personally identifiable information and non-personal information about You when You subscribe to our Service. Charter uses its system to collect personally identifiable information about You: (a) when it is necessary to provide our services to You; (b) to prevent unauthorized reception of our services; and (c) as otherwise provided in this Policy. Charter will not use the system to collect Your personally identifiable information for other purposes without Your prior written or electronic consent. Charter also collects personally identifiable and non-personal information about You when You voluntarily provide information to Charter, as may be required under applicable law, and from third parties, as described in this Policy. Personally identifiable information is any information that identifies or can potentially be used to identify, contact, or locate You. This includes information that is used in a way that is personally identifiable, including linking it with identifiable information from other sources, or from which other personally identifiable information can easily be derived, including, but not limited to, name, address, phone or fax number, email address, spouses or other relatives' names, drivers license or state identification number, financial profiles, fax identification number, bank account information, and credit card information. Personally identifiable information does not include information that is collected anonymously (i.e., without identification of the individual or business) or demographic information not connected to an identified individual or business.

Non-personal information, which may or may not be aggregated information about our Customers and may include information from third parties, does not identify individual Customers. Charter may combine third party data with our business records as necessary to better serve our Customers. Examples of non-personal information include IP addresses, MAC addresses or other equipment identifiers, among other data. Our systems may automatically collect certain non-personal information when You use an interactive or transactional service. This information is generally required to provide the service and is used to carry out requests a Customer makes through a remote control or set-top box.

We may also collect and maintain information about Your account, such as billing, payment and deposit history, maintenance and complaint information; correspondence with or from You, information about the service options that You have chosen; information on the equipment You have, including specific equipment identifiers; and information about Your use of our services, including the type, technical arrangement, quantity, destination and amount of use of certain of those services, and related billing for those services.

Charter also collects customer-provided customization settings and preferences. By using our service, You consent to our collection of this information and other information communicated to Charter such as correspondence, responses to surveys or emails, information provided in chat sessions with us, registration information, or participation in promotions or contests.

If You subscribe to our video service, then in certain of our systems, our set-top boxes automatically collect information that may be used to determine which programs are most popular, how many set-top boxes are tuned to watch a program to its conclusion and whether commercials are being watched, as well as other audience-measurement focused information. Our processes are designed to track

this information and audience statistics on an anonymous basis. Information such as channel tuning, the time the channel is changed, and when the set-top box is "on" or "off" is collected at a secure database in an anonymous format. Charter, or our contractors or agents, may from time to time share the anonymous information with our advertisers, content providers, or other third parties with whom we have a relationship. We will not provide our advertisers, content providers, or these other third parties with personally identifiable information about You unless we have received Your consent first, except as required by law. (See "Who sees the information collected by Charter?")

Why does Charter collect personally identifiable information?

Charter collects and uses personally identifiable information to:

- properly deliver our Services to You;
- provide You with accurate and high quality customer service;
- perform billing, invoicing and collections;
- provide updates, upgrades, repairs or replacements for any of our service-related devices or software used in providing or receiving services;
- protect the security of the system, prevent fraud, detect unauthorized reception, use, and abuse of Charter's Services or violations of our policies or terms of service;
- keep You informed of new or available products and services;
- better understand how the Service is being used and to improve the Service;
- manage and configure our device(s), system(s) and network(s);
- maintain our accounting, tax and other records; and
- comply with applicable federal and state laws and regulations, as well as for the general administration of our business.

If You use an interactive or transactional service, for example, responding to a survey or ordering a pay-per-view event, the system will collect certain additional personally identifiable information, such as account and billing information or Customer-provided locale and service preferences, to properly bill You for the services purchased and to provide You with a more personalized experience. In addition, certain information such as Your connections to our system is automatically collected to, for example, make it possible for Your digital boxes to receive and process the signals for the services You order.

Charter may also collect personally identifiable information from third parties to enhance our customer database for use in marketing and other activities. Charter also collects personally identifiable information from third parties to verify information You have provided us and collects personally identifiable information from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage. Charter also may maintain research records containing information obtained through voluntary subscriber interviews or surveys.

If You subscribe to our high-speed Internet service, Charter transmits personally identifiable and non-personal identifiable information about You over the Service when You send and receive e-mail and instant messages, transfer and share files, make files accessible, visit websites, or otherwise use the Service and its features. Our transmission of this information is necessary to allow You to use the Service as You have chosen and to render the Service to You.

Who sees the information collected by Charter?

Charter will only disclose personally identifiable information to others if: (a) Customer provides written or electronic consent in advance, or (b) it is permitted or required under federal or applicable state law. Specifically, federal law allows Charter to disclose personally identifiable information to third parties:

- when it is necessary to provide Charter's services or to carry out Charter's business activities;
- as required by law or legal process; or
- for mailing list or other purposes, subject to Your ability to limit this last type of disclosure.

To provide services and carry out our business activities, certain authorized people have access to Your information, including our employees, entities affiliated through common ownership or control with Charter and third parties that provide and/or include: billing and collection services; installation, repair and customer service subcontractors or agents; program guide distributors; software vendors; program and other service suppliers for audit purposes; marketers of Charter's products and services; third party auditors; our attorneys and accountants; and/or strategic partners offering or providing products or services jointly or on behalf of Charter. The frequency of disclosures varies according to business needs, and may involve access on a regular basis. Charter restricts third parties' use of Your information to the

purposes for which it is disclosed and prohibits third parties from further disclosure or use of Your personally identifiable information obtained from us, whether for that third party's own marketing purposes or otherwise.

Unless You object in advance, federal law also allows Charter to disclose through "mailing lists," personally identifiable information, such as Your name, address and the level of Your service subscription, to non-affiliated entities, including advertisers and marketing entities, for non-service related purposes, including product advertisement, direct marketing and research. Under no circumstances will Charter disclose to these advertising entities the extent of Your viewing habits or the transactions You make over the system. Charter, or our contractors or agents, may from time to time share non-personal and/or aggregate information such as the number of Service subscribers who match certain statistical profiles (for example, the number of subscribers in various parts of the country) with our advertisers, content providers, or other third parties with whom we have a relationship.

We may provide anonymous data to third parties who may combine it with other information to conduct more comprehensive audience analysis for us and for television advertisers. This data helps program networks and cable operators decide on which programs, channels, and advertising to carry. Charter may also use that information to distribute targeted advertising to You without having disclosed any of Your personally identifiable information to the advertisers. These advertisements may invite interactive or transactional follow-up from You. By using any of Charter's interactive services, You consent to our collection of this additional information. Unless You consent first or except as required by law, only anonymous information is disclosed to audience measurement services.

As part of its business activities, if Charter enters into a merger, acquisition, or sale of all or a portion of our assets, Charter may transfer Customers' personally identifiable and non-personal information as part of the transaction.

If You subscribe to our telephone service, Your name, address and/or telephone number may be transmitted via Caller ID, published and distributed in affiliated or unaffiliated telephone directories, and available through affiliated or unaffiliated directory assistance operators. We take reasonable precautions to ensure that non-published and non-listed numbers are not included in the telephone directories or directory assistance services, although we cannot guarantee that errors will never occur. Please note that Caller ID blocking may not prevent the display of Your name and/or telephone number when You dial certain business numbers, 911, 900 numbers or toll-free 800, 866, 877 or 888 numbers.

If allowed by and after complying with any federal law requirements, Charter may disclose personally identifiable information about Customer to representatives of government or to comply with valid legal process, except as provided below, disclosures shall not include records revealing Customer's selection of video programming. Disclosures to representatives of government may be made pursuant to an administrative subpoena, warrant, court order, or our reasonable discretion in cases of emergency or serious physical injury, or other permitted means. In these situations, Charter may be required to disclose personally identifiable information about a Customer without Customer's consent and without notice to the Customer. Law enforcement agencies may, by federal or state court order, and without notice to You, obtain the right to install a device that monitors Your Internet and e-mail use, including addresses of email sent and received and in some cases the content of those communications; and/or Your use of our telephone service, including listings of incoming and outgoing calls and in some cases the content of those calls. In some instances where there are valid legal requests for or orders for disclosure of Your information, we may notify You of the requests or orders and then it may be up to You to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Where a governmental entity is seeking personally identifiable information of a Customer who subscribes to Charter's video services only or records revealing Customer's selection of video programming, the Cable Act requires a court order and that the video subscriber be afforded the opportunity to appear and contest in a court proceeding relevant to the court order only claims made in support of the court order. At such a proceeding, the Cable Act requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the prosecution of the case. Except in certain situations (such as with respect to those who owe, or are owed, welfare or child support) state welfare agencies may obtain the names, addresses, and certain other Customer information as it appears in Charter's subscriber records under the authority of an administrative subpoena.

We may also use or disclose personally identifiable information about You without Your consent (a) to protect our Customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with You, for violations of service terms, conditions or policies and/or (d) in order to comply with the Digital Millennium Copyright Act or as otherwise required by law, for example, as part of a regulatory proceeding.

Note to California Customers Regarding Your Privacy Rights:

California law requires Charter provide to certain Customers, upon request, certain information regarding the sharing of personally identifiable information to third parties for their direct marketing purposes. As mentioned above, Charter does not share personally identifiable information with unaffiliated third parties for their own direct marketing purposes. However, Charter may share personally identifiable information with some same-branded affiliates for those affiliates' direct marketing purposes (and, if a Charter telephone subscriber, then subject to the restrictions in the attached CPNI Policy). If You make a request by phone or on-line, Charter will provide You with the number of its same-branded affiliates in California and a list of personal information that it may have shared with some or all such affiliates.

Can I prohibit or limit Charter's use and disclosure of my personally identifiable information?

If You do not want Your name, address, level of service or other personally identifiable information disclosed to third parties in a "mailing list" as explained above, please register this preference at <http://unsubscribe.charter.com> or by contacting us by telephone at 1-888-GET-CHARTER. Customers of our video service cannot opt-out of the collection of audience measurement data. Also, if You do not want to receive marketing messages (e.g., phone calls, emails, and direct mail) from Charter, You may call 1-888-GET-CHARTER or visit <http://unsubscribe.charter.com> and make a request to have your privacy preferences updated. Please note that such request will not eliminate all telephone calls, emails or direct mail sent to You from Charter as Charter may still continue to send non-marketing account-related messages to You.

How long does Charter maintain personally identifiable information?

Charter will maintain personally identifiable information about You as long as You are a subscriber to Charter's Service and as long as necessary for the purpose for which it was collected. If You are no longer a subscriber to any Charter Service and the information is no longer necessary for the purpose for which it was collected, Charter will only keep personally identifiable information as long as necessary to comply with laws governing our business. These laws include, but are not limited to, tax and accounting requirements that require record retention. Charter will also maintain personally identifiable information to satisfy pending requests for access by a subscriber to his/her information or pursuant to a court order. Charter will destroy Customers' personally identifiable information when the information is no longer necessary for the purpose for which it was collected, when there are no longer pending requests for such information, and when it is no longer necessary to retain the information under applicable laws.

How does Charter protect customer information?

Charter takes the security of our Customers' personally identifiable information seriously. Charter takes such actions as are reasonably necessary to prevent unauthorized access by entities other than Charter to personally identifiable information. Charter uses security and/or encryption technology to secure certain sensitive personally identifiable information when it collects such information over the system. Charter restricts access to its customer database and secures the content by use of firewalls and other security methods. Charter limits access to databases containing Customers' personally identifiable information to those specifically authorized employees and agents of Charter and other parties identified in the "Who sees the information collected by Charter?" section above. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

You need to help protect the privacy of Your own information. You and others who use Your equipment must not give identifying information to strangers or others whom You are not certain have a right or need to the information. You also must take precautions to protect the security of any personally identifiable information that You may transmit over any home networks, wireless routers, wireless fidelity (WiFi) networks or similar devices by using encryption and other techniques to prevent unauthorized persons from intercepting or receiving any of Your personally identifiable information. You are responsible for the security of Your information when using unencrypted, open access or otherwise unsecured networks in Your home. For more information on things you can do to help protect the privacy of Your own information, visit www.charter.com/security or www.OnGuardOnline.gov.

Can I see the information that Charter collects about me?

You have a right under the Cable Act to see Your personally identifiable information that Charter collects and maintains. The information Charter has about its Customers is maintained at the local offices where service is provided, in our systems, and at our corporate headquarters. If You would like to see Your information, please send a written request to Your local Charter office. To find the location of your local office please visit www.charter-business.com. Charter will be glad to make an appointment for You to come in to Your local office during regular business hours. If Your review

reveals an error in our records, Charter will correct it. You may also be able to access certain information about You or Your account by telephone or online at www.charter-business.com, depending upon the information You have provided.

Does Charter protect children's privacy?

Charter is concerned about children's privacy and does not knowingly collect personally identifiable information from anyone under the age of 13 over its Service unless otherwise expressly identified. At those specific parts of our Service, Charter will provide a special notice or other information describing the additional privacy protections that may apply. Charter urges children to always obtain a parent or legal guardian's permission before sending any information about themselves over the Internet and urges parents and legal guardians to be vigilant regarding children's Internet usage. Other services or web pages accessed through Charter's Service may have different policies on collection of information pertaining to children and You should consult their privacy policies and read their notices if You have any concerns about the collection or use of such information by those entities.

How does Charter use cookies and web beacons?

A cookie is a small file that stores information in Your browser on Your computer. Charter places cookies in Your browser that contain some of the information You provide when You register with us and when You set up a personalized service or customize Your settings and preferences on our websites. Charter does not store highly sensitive personal information such as Your password, e-mail address or credit card number in cookies. Cookies enable Charter to summarize overall usage patterns for analysis. In addition, Charter uses cookies to provide personalized services such as saving your astrological sign on Charter.net. Charter may also use cookies to provide a more useful online experience, such as allowing You to quickly enter a sweepstakes if You're already logged on.

A web beacon is an invisible graphic on a web page that is programmed to collect non-personally identifiable information about Your use of a given site. Like cookies, web beacons allow Charter and its technology providers to summarize overall usage patterns for our analysis and provide personalized services. Charter does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without Your express permission. However, Charter may provide site usage information linked to your personally identifiable information to law enforcement or others in compliance with valid legal process or in other situations as stated in the "Who Sees the Information Collected by Charter?" paragraphs above.

You may opt-out of the cookies delivered by Charter on its websites by changing the settings on Your browser. Depending on Your privacy settings, please be aware that this may disable all cookies delivered to Your browser, not just the ones delivered by Charter.

Targeted Marketing

Charter wants to make its advertisements for its goods and services more relevant to You. Charter collects and uses non-personal information, such as information about Your visits to our websites and IP address, and personally identifiable information, such as information You provide Charter and from Your Charter account (see "What type of information does Charter collect?"), to identify and present such tailored advertisements for Charter's goods and services. In addition, Charter may partner with a third-party advertising company who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements about Charter's goods and services on third-party websites. Charter will not provide this partner with access to Your name, address, e-mail address, telephone number or other personally identifiable information. When these targeted online advertisements are based on Your personally identifiable information and displayed on third-party websites, You may opt-out by going to <http://unsubscribe.charter.com> and requesting to have Your privacy preferences updated. After doing so, we recommend that You also remove any unwanted cookies from Your browser. For more information on how to adjust these settings go to Charter.com > Support > Internet Help.

What can I do if I believe Charter has violated my rights?

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about You, through a civil action under federal law, in addition to other rights and remedies that may be available to You under federal or other applicable laws.

What if I have any questions?

If You have any questions about our privacy protections and policies, please contact Your local customer service office. You can find the phone number for Your local customer service office on Your monthly bill statement or by visiting Charter's website at www.charter-business.com.

IMPORTANT NOTE:

This Policy does not apply to Your use of any Charter website. You should review the privacy policy applicable to each site, which is available under the "Your Privacy Rights" or "Privacy Policy" section of each Charter website. This Policy also does not apply to those residential customers who subscribe to Charter's residential video programming, high-speed Internet and/or telephone service. The Residential Subscriber Privacy Policy is available under the "Your Privacy Rights" section of www.charter.com.
Effective: May 4, 2010

Charter Commercial Customer Proprietary Network Information (CPNI) Policy

The following CPNI Policy is in addition to requirements set forth in Charter's Commercial Subscriber Privacy Policy and is subject to some permitted uses and disclosures of your name, address, and/or telephone number outlined in the Privacy Policy. The information that we have (1) relating to the quantity, technical configuration, type, destination, location, and amount of Your use of telephone service, and / or (2) contained on Your telephone bill concerning the telephone services that You receive is subject to additional privacy protections. That information, when matched to Your name, address, and telephone number is known as "Customer Proprietary Network Information," or CPNI for short. Examples of CPNI include information typically available from details on a customer's monthly telephone bill -- the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns. As a subscriber to our telephone services, You have the right, and Charter has a duty, under federal law to protect the confidentiality of CPNI. Charter offers many communications-related services, such as, for example, Charter Internet services. From time to time we would like to use the CPNI information we have on file to provide You with information about our communications-related products and services or special promotions. Our use of CPNI may also enhance our ability to offer products and services tailored to Your specific needs. We would like Your approval so that we, our agents, affiliates, joint venture partners, and independent contractors may use this CPNI to let You know about communications-related services other than those to which You currently subscribe that we believe may be of interest to You. You do have the right to restrict this use of CPNI.

IF WE DO NOT HEAR FROM YOU WITHIN 30 DAYS OF THIS NOTIFICATION, WE WILL ASSUME THAT YOU APPROVE OUR USE OF YOUR CPNI FOR THE PURPOSES OF PROVIDING YOU WITH INFORMATION ABOUT OTHER COMMUNICATIONS-RELATED SERVICES. YOU HAVE THE RIGHT TO DISAPPROVE OUR USE OF YOUR CPNI AND MAY DENY OR WITHDRAW OUR RIGHT TO USE YOUR CPNI AT ANY TIME BY CALLING THE TELEPHONE NUMBER REFLECTED ON YOUR MONTHLY BILLING STATEMENT OR 1-888-GET-CHARTER. We will also honor any restrictions applied by state law, to the extent applicable. Charter also offers various other services that are not related to the communications services to which You subscribe. Under the CPNI rules, some of those services, such as Charter video services, are considered to be non-communications related services. Occasionally, You may be asked during a telephone call with one of our representatives for Your oral consent to Charter's use of Your CPNI for the purpose of providing You with an offer for products or services not related to the telephone services to which You subscribe. If You provide Your oral consent for Charter to do so, Charter may use Your CPNI for the duration of such telephone call in order to offer You additional services. Any action that You take to deny or restrict approval to use Your CPNI will not affect our provision to You, now or in the future, of any service to which You subscribe. You may disregard this notice if You previously contacted us in response to a CPNI Notification and denied use of Your CPNI for the purposes described above. Any denial of approval for use of Your CPNI outside of the service to which You already subscribe is valid until such time as Your telephone services are discontinued or You affirmatively revoke or limit such approval or denial. The CPNI Policy above may be required by law to apply to our Voice over Internet Protocol, or IP, voice services.

Effective: May 4, 2009

REGULAR MEETING JANUARY 17, 2012

Total Monthly Service Fees of \$87.90 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$45.00 are due upon contract execution.

SERVICE PERIOD: The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 12 months.

Upon expiration of the initial term, this Service Order shall automatically renew at Charter's then-current rates for successive one-month terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

CONFIDENTIALITY: Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except to the extent that any unauthorized disclosure is made by Charter or its agent or representative. Charter shall be entitled to among other damages, reasonable attorneys' fees and costs incurred in enforcing this confidentiality provision. Charter reserves the right to terminate this Service Order and any related Service Order, and/or the Service Agreement, if Customer fails to comply with this confidentiality provision.

NOW THEREFORE, Charter and Customer agree to the terms and conditions of this Agreement (including the Standard Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer hereby acknowledges and agrees to) and Charter's continuous and exclusive right to modify the Standard Terms of Service (including any change to the Standard Terms of Service) at any time without notice to Customer. Charter reserves the right to terminate this Agreement if Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within 60 days of such change. Charter reserves the right to suspend or terminate this Agreement if Customer fails to pay any amount due to Charter within 30 days of the date of billing.

Customer accepts and executes this Agreement as his or her duly authorized representative, and Customer understands that such electronic acceptance on Customer's behalf on this website is equivalent to a handwritten signature. This Agreement shall be deemed to have been signed at the location of the person whose name and title are entered on the Agreement and printed on the Agreement. The terms and conditions of this Agreement shall be deemed to have been accepted by the person whose name and title are entered on the Agreement and printed on the Agreement.

Name: scottscisbett, charter.com
Telephone: (985) 382-1772
Fax:

In order to accept the terms and conditions of this contract as well as all of those described on the Charter Business.com Terms and Conditions, please enter your name and title and select the "Accept" button. If you choose to decline this contract, please enter your name and title and select the "Decline" button.

First Name: _____ Last Name: _____
Title: _____

©2011 Charter Communications

REGULAR MEETING JANUARY 17, 2012

BUSINESS INTERNET VIDEO AND MUSIC SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on Tuesday, January 17, 2012 (Effective Date) by and between Renaissance Media LLC, ("Charter Business" or "Charter") with location at 1274 Henry G. Lane St. Bayview, MI 48101 and RICHARD POLK ("Customer") with offices located at 3215 MAIN ST. MARQUETTE, MICHIGAN 49801.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter as to provide Customer with Charter's services ("Service") or "Services" to Customer. The scope and description to be specified herein shall be incorporated in the Agreement upon execution. This Agreement will be effective for the term stated herein.

1.1. Purpose

Under the Business Internet Service Agreement

CUSTOMER INFORMATION

Account Name: RICHARD POLK
Billing Address: 285 Main St., Marquette, MI 49801
Billing Special Instructions:

NEW SERVICE INFORMATION

Order Type: New Customer
Product: Business Internet Service

Non-Hospitality at New Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein.

New Contact

Name:
Phone:
Email Address:

Technical Contact

Name:
Phone:
Email Address:

MONTHLY SERVICE FEE

Video Services

No Video Services included on this order.

Music Services

No Music Services included on this order.

Business Internet Service

Product	Quantity	Price
Business Internet Service	1	79

Additional Services

Product	Quantity	Price
Business Internet Service	1	58.00

ONE TIME CHARGES

One Time Standard Installation Fee: \$50.00

TOTAL:

<https://apps.charter-business.com/eDocuments/Documents/eContract.aspx?OpportunityId=1099460-00...> 1/17/2012

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE HOME OCCUPATIONAL LICENSE FOR RAYMOND LANDRY AT 525 RIVER ROAD

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to accept Planning Commission recommendation to approve Home Occupational License for Raymond Landry to use his residence for an online security business located at 525 River Road.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REFUND TO CHARLES PORTER

Motion was made by Council Member Gouguet, seconded by Council Watkins to approve request from Charles Porter for a refund of \$50.00 paid for his Home Occupational License that was withdrawn at his request.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME PUBLIC WORKS DIRECTOR, ERIC MORRIS, GAVE AN UPDATE ON THE GAS SYSTEM. THERE WAS DISCUSSION ONLY, NO ACTION TAKEN.

APPROVE MANUAL CHECK TO DAREN RODRIQUEZ II FOR MOVING OFFICE UNIT FROM PASS CHRISTIAN TO PICAYUNE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve manual check to Daren Rodriguez II for down payment of moving 24X60 office unit from Pass Christian to Picayune Police Department.

FAX #
601 749 5322

INVOICE

(MAKE CHECKS PAYABLE TO DARRIN HOODMAN III)

629076

CITY OF PICAYUNE		D-ROD'S MOBILE HOME TRANSPORT			
815 N SUSSEX ST		21 LAMAR SMITH RD (601) 347-2042			
PICAYUNE MS 39466		POPLARVILLE MS 39470			
CUSTOMER ORDER NO.	BOLD BY	TERMS	DATE		
			1/12/12		
ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		MOVING 24x60 OFFICER UNIT FOR CITY OF PICAYUNE FROM PASS CHRISTIAN TO PICAYUNE POLICE DEPARTMENT. D-ROD'S IS TO MOVE TRAILER, TWO POUCHES, AND BUILD PIRT PAD AND SUT TO COVER TOTAL COST OF \$6500.00 DEPOSIT IS TO BE GIVEN BEFORE JOB STARTS OF \$3500.00 TO COVER OUT OF POCKET EXPENSES REMAINDER OF \$3,000.00 TO BE GIVEN AT COMPLETION OF JOB			

74B

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MANUAL CHECK FOR LATONYA SPIKES TO ATTEND TERMINAL AGENCY COORDINATOR TRAINING

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve request for manual check for Latonya Spikes to attend Terminal Agency Coordinator Training in Pearl, MS from February 6, 2012 to February 10, 2012.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT MISSISSIPPI HOMELAND SECURITY GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept a Mississippi Homeland Security Grant in the amount of \$10,000 for the purpose of obtaining portable radios and authorize Fire Chief Keith Brown as the sub-grantee grant administrator. This is a 1000% grant.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE AMENDED SETTLEMENT AGREEMENT BETWEEN THE CITY OF PICAYUNE AND THE FOUNDATION FOR CIVIC DEVELOPMENT

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve amended settlement agreement between the City of Picayune and the Foundation for Civic Development.

Proposed Offer of Settlement Regarding Centraplex

City withdraws all previous offers of settlement in regard to the matter. ~~Foundation has until 5:15 p.m. on August 18, 2011 to accept or deny the offer.~~ If accepted, City Council will vote on the terms of this agreement ~~tonight~~ at ~~the next~~ City Council meeting. Upon approval by both parties, the final documents will be drafted for submittal to Chancery Court in Pearl River County at the earliest convenience of the parties.

Terms

1. City and Foundation shall file with the Chancery Court of Pearl River County the necessary pleadings and consent order setting forth the terms of this settlement.
2. City Shall
 - a. Transfer title to the Centraplex to Foundation without any right of reverts to the City.
 - ~~i. However, due to remaining insurance claim, the transfer of title cannot occur until such time as the City completes its prosecution of all claims with the insurance carrier. City will transfer title within 15 days of final payment of all remaining insurance proceeds.~~
 - ~~ii. Until the City can transfer title of the property, the Foundation will have an exclusive license agreement to occupy and to make improvements to the Centraplex.~~
 - b. Pay to the Foundation the sum of \$550,000 for construction and \$125,000 for operating expenses (or \$575,000 for construction and \$100,000 for operating

77

expenses) which ever works best for the Foundation. Payment will be made upon entering the final judgment of Chancery Court.

~~c. City will retain all rights to claims with insurance company related to claims that exist prior to the conveyance of the property.~~

~~e.d~~ Pay to Foundation twenty-five (25%) of proceeds of any remaining claims against the insurance company, within 15 days of receipt of payment from the insurance company.

~~e.c~~ Return of property donated by the Foundation to City: City Manager shall consult with the Foundation to identify and return items that can be reasonable found and still in the possession of the City to the Foundation.

~~e. Assign all rights to any claims against National Home Furnishing for damage the Foundation believes that NHF caused during demolition of the property.~~

~~f. City will retain all rights to the National Home Furnishings property as~~ Formatted
mortgagee.

~~g. Retain insurance coverage on building until such time as the transfer of title occurs.~~

~~h. Retain all other monies realized from insurance proceeds or other, which may be used to construct or improve public buildings for civic functions.~~

3. **Foundation Shall:**

- a. Accept the building as is.
- b. Maintain insurance on the building at all times

78

REGULAR MEETING JANUARY 17, 2012

- c. Hold harmless and indemnify the City for any claims made during the period of time which the Foundation occupies the building prior to transfer of title.
- d. Begin construction within 10 days of approval of this agreement by the Chancery Court of Pearl River County.
- e. Maintain the Centraplex as a civic center for the benefit of the citizens of Picayune and Pearl River County.
- f. Provide the City with up to 5 free uses of the building each year, provided City is responsible for security and cleanup. City shall not have the right to sublease or assign its 5 free uses.
- g. Provide the City with free space for a police sub-station, if City elects to maintain a sub-station at the location.

Other issues:

City will work with Foundation on resurfacing the parking lot to the extent which the City can legally provide equipment and materials.

City will assist Foundation with applying for any grants or other funds; however, all funds or grants must be acquired in the name of the Foundation.

This shall constitute the terms of settlement between the Foundation for Civic Development and the City of Picayune, Mississippi regarding the transfer of certain property (referred herein as the Centraplex), which was conveyed from the Foundation to the City on May 26, 2005. Whereas, certain potential claims and disputes have arisen between the Foundation and the City relating to the terms of the Public Trust established by the transfer of the Centraplex to the City. Therefore the parties desire to forever settle and dispose of those potential claims

among themselves and to prevent and extinguish any potential future claims, hereby agree to and accept the terms of this Settlement Offer.

80

Witness my signature, this the __ day of ~~January/August, 2014~~.

Foundation for Civic Development

By: _____

Name: _____

Title: _____

Witness my signature, this the __ day of ~~January, 2012/August, 2011~~.

The City of Picayune, Mississippi

By: _____

Name: _____

Title: _____

81

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Council Member Gouguet, seconded by Council Member Breland to enter closed session to determine the need for an executive session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Watkins, seconded by Council Member Breland to return to regular session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CHARTER COMMUNICATION FRANCHISE AGREEMENT

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve the Charter Communication Franchise Agreement.

FRANCHISE AGREEMENT

This Franchise Agreement is between the City of Picayune, MS, hereinafter referred to as the "Grantor" and Renaissance Media, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Franchise Authority and Grantee agree as follows:

SECTION 1
Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act
- B. "Board/Council" shall mean the governing body of the Grantor.

REGULAR MEETING JANUARY 17, 2012

- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.
- "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC user fee; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers;
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Public School" shall mean any school at any educational level operated within the Service Area by any accredited public, private or parochial school system, but limited to, elementary, junior high school, and high school.
- I. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.
- J. "State" shall mean the State of Mississippi.
- K. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

- L. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of 3 years, commencing on the Effective Date of this Franchise as set forth in subsection 15.10. This Franchise will be automatically extended for an additional term of three (3) years from such effective date, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3
Franchise Renewal

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4
Indemnification and Insurance

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels.*

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation.

SECTION 7
Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9

Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.4, 15.4.1, and 15.4.2 of this Agreement.

**SECTION 10
Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fee under Federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with Federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest

charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in

violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Community Programming

13.1 Service to Schools and Buildings. The Grantee shall maintain, without charge, one outlet to each state accredited Public School located in the Service Area served by the Cable System, and will provide free Basic Cable Service, for so long as the Cable System remains in operation in the Service Area. Any such school may install, at its expense, such additional outlets for classroom purposes as it desires, provided that such installation shall not interfere with the operation of Grantee's Cable System, and that the quality and manner of installation of such additional connections shall have been approved by the Grantee and shall comply with all local, State and federal laws and regulations.

13.2 Limitations on Use. The Cable Service provided pursuant to this Section shall not be used for commercial purposes and such outlets shall not be located in areas open to the public. The Grantor shall take reasonable precautions to prevent any use of the Grantee's Cable System that results in the inappropriate use thereof or any loss or damage to the Cable System. The Grantor shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by subsection 13.1 above. The Grantee shall not be required to provide an outlet to any such building where a standard drop of more than one hundred twenty five (125) feet is required, unless the Grantor or building owner/occupant agrees to pay the incremental cost of any necessary extension or installation.

13.3 Community Programming. Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to subscribers.

SECTION 14
Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall

notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

14.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be

given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 15
Miscellaneous Provisions

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by

REGULAR MEETING JANUARY 17, 2012

the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

15.5 Notices. All notices, reports or demands required to be given under this Franchise shall be in writing and shall be deemed to be given upon delivery if delivered personally to the person designated below, or on the fifth day following mailing if sent in accordance with the notice requirement of this Section and deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to the Grantor: Office of the Mayor
815 N Beech Street
Picayune, MS 39466

If to the Grantee: Charter
General Manager
1774 Henry G. Lane Street
Maryville, TN 37801

with a copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

15.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

REGULAR MEETING JANUARY 17, 2012

15.6.1 Grantor shall provide written notice within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.6 above.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. This Franchise sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Franchise. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and are superseded hereby and thereby.

15.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. This Franchise shall expire on JANUARY 17, 2015, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties.

Considered and approved this 17 day of JANUARY, 20 12.

Grantor Signature: *Ed Pinero*

Name/Title: ED PINERO, MAYOR

Accepted this ___ day of _____, 20___, subject to applicable federal, State and local law.

Renaissance Media LLC, I/k/a Charter

Signature: _____

Name/Title: _____

Date: _____

199742

April 2006

16

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn until Tuesday, February 7, 2012 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lane

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk