

**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, Wednesday, March 5, 2013, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Lane, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated February 19, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF MINUTES OF PLANNING COMMISSION

Motion was made by Council Member Lane, seconded by Council Member Gouguet to accept copy of Minutes of Planning Commission dated February 26, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON QUITCLAIM DEED

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize Mayor's signature on quitclaim deed to Cynthia Carter for 1984 taxes matured to the City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the docket for March 5, 2013 in the amount of \$776, 564.53.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME MAYOR ED PINERO AND COUNCIL MEMBER LARRY WAKTINS RECUSED THEMSELVES FROM MEETING

MOTION TO APPOINT FRANK FORD TO SCHOOL BOARD

Motion was made by Council Member Bumpers, seconded by Council Member Breland to nominate Frank Ford to School Board.

The following roll call was made:

VOTING YEA: Council Members Bumpers and Breland

VOTING NAY: Council Members Lane and Gouguet

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Larry Watkins

ABSTAINING AND NOT VOTING: None

The motion did not carry.

MOTION TO APPOINT RAY SCOTT TO SCHOOL BOARD

Motion was made by Council Member Lane, seconded by Council Member Gouguet to nominate Ray Scott to School Board.

The following roll call was made:

VOTING YEA: Council Members Lane and Gouguet

VOTING NAY: Council Members Bumpers and Breland

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Larry Watkins

ABSTAINING AND NOT VOTING: None

The motion did not carry.

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Lane, seconded by Council Breland to amend the agenda to direct City Manager and City Attorney to petition the Governor's office concerning this school board nomination.

The following roll call was made:

VOTING YEA Council Members Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Larry Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DIRECT CITY MANAGER AND CITY ATTORNEY TO PETITION GOVERNOR'S OFFICE CONCERNING SCHOOL BOARD NOMINATION

Motion was made by Council Member Breland, seconded by Council Member Lane to direct City Manager and City Attorney to send necessary information; including the resumes of Frank Ford and Ray Scott, to the Governor's office for consideration to select and/or appoint member to Picayune School Board in a timely manner.

The following roll call was made:

VOTING YEA Council Members Bumpers, Lane, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Larry Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME MAYOR ED PINERO AND COUNCIL MEMBER LARRY WATKINS RETURNED TO THE MEETING

APPROVE PERSONAL PROPERTY SURPLUS LIST

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve following surplus list and advertise a public sale (via sealed bids) for said property.

PUBLIC WORKS OFFICE

- 4 - METAL BOOKSHELF
- 1 - UNISONIC DESK CALCULATOR MODEL XL-1149
- 1 - SMITH CORONA TYPEWRITER MODEL KA13
- 1 - FILE CABINET 4-DRAWER
- 1 - BATES ROLADIX
- 1 - NUMEROUS CELL PHONES (MISC BRANDS)
- 5 - BELLSOUTH DESK PHONES
- 1 - METAL MAP STAND/RACK
- 1 - ORION VCR W/REMOTE
- 1 - SANYO 19" TV W/REMOTE
- 1 - BOX FAN
- 1 - MOTOROLA BASE UNIT
- 1 - MOTOROLA POWER SUPPLY (BASE STATION)
- 1 - PANASONIC MAGNETOPHONE MICROCASSETTE
- 1 - 15" DELL MONITOR
- 3 - HP PRINTERS
- 1 - HP OFFICEJET 5610V-12169 PRINTER
- 1 - VIVITAR VPT-120 TRI-POD
- 1 - KIMBERLY CLARK (METAL) PAPER TOWEL DISPENSER
- 2 - METAL BOOKENDS
- 2 - PLASTIC NOTEBOOK HOLDERS
- 1 - BROTHER INTELLIFAX FAX MACHINE
- 1 - WIRELESS OPTICAL MOUSE / RECEIVER
- 2 - 3 X 2 X 27 METAL TABLES
- 2 - STRAIGHT BACK CHAIRS (PADDED SEAT)
- 2 - ORANGE WOODEN ARM CHAIRS
- 2 - 4 X 30 X 26 METAL TABLES W/WOOD LAMINATE TOP
- 1 - 6 X 44 X 38 ADJUSTABLE DRAFTING TABLE
- 2 - 5 X 19.5 X 29 FORMICA TOP TABLES W/CHROME LEGS

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REGULAR MEETING MARCH 5, 2013

BACK BLDG.

1 – CLOTH OFFICE CHAIR
1 – LEATHER OFFICE CHAIR
1 – BATTING CAGE / ACCESSORIES
1 – DESK CHAIR
3 – 4 DRAWER FILE CABINETS - LETTER
2 – 5 DRAWER FILE CABINETS – LEGAL
3 – 2 DRAWER FILE CABINETS – LETTER
1 – 6 DRAWER FILE CABINET – LETTER
1 – 4 DRAWER FILE CABINETS – LEGAL
2 – 4 DRAWER STORAGE CABINETS
3 – 12" MONITORS
22 – 15" MONITORS
44 – 19" MONITORS
16 – PRINTERS
45 – TELEPHONES
23 - KEYBOARDS
3 – SCANNERS
15 – MOUSE
7 – CAMCORDERS
3 – ANSWERING MACHINES
2 – FAX MACHINES
15 – COPY MACHINES
1 – POLAROID CAMERA & CASE
1 – OVERHEAD PROJECTOR
1 – ELECTRIC BURNER
1 – LASER TONER CARTRIDGE
1 – TRASH CAN
3 – VCR'S
7 – COMPUTER DISK BOXES
2 - BOXES VCR TAPES
2 – TV'S
2 – PROJECTORS
1 – BOX MISC.
1 – TROPHY
1 – DATA STATION
2 – TYPEWRITER RIBBONS
2 – CALCULATORS W/RECEIPT PRINTER
1 – METAL TRAY
1 – LIGHTED SKETCH BOARD
11 – RECEIPT PRINTERS
1 – POWER SAVER
11 – MISC. PIECES COOKWARE, SILVERWARE /
GRIDDLE

1 – BOX DOC FOR 98 DELL COMPUTER
1 – COMPUTER ACCESSORY
4 – VACCUM CLEANER ACCESSORIES
1 – TONER KIT FOR COPY MACHINE
2 – RIBBONS FOR REGISTER
9 – COMPUTER CORDS
2 – COMPUTER GUIDES
3 – COMPUTER PLUGS
3 – GLASS TOP TABLES – 3'4 X 1'4
1 – METAL PIECE
1 – SHOP VAC
1 – LAPTOP – BROKEN
1 – DELL COMPUTER TOWER
2 –SETS COMPUTER SPEAKERS
3 – LIGHTING KITS FOR POLICE CAR
1 – CB
1 – SAFEHOUSE ALARM
16 – POLICE EQUIPEMNT CAGES
1 – SAFEBOX
1 – TYPEWRITER
1 – MICROWAVE
1 – CB BASE
2 – LEAF DÉCOR
4 – CANS GLOSS ENAMEL PAINT
4 – 1QT CANS CONVERTER
1 – BACK-UP FOR COMPUTER
4 – WALL PARTITIONS
13 – 3 X 8 BOARDS
7 – SHELVES & ACCESSORIES
1 – INK FILM FOR FAX MACHINE
1- ANTI-VIRUS
1 – RECEIPT PRINTER
2 – DRAWER FILE CABINET – LEGAL
1 – BOX HANGING FOLDER FRAMES – LETTER
1 – CORNER SHELF
1 – PIECE HEAVEY CLEAR PLASTIC
1 – WHITE SHELF W/DRAWERS – 3 X 2
3 – PKS AIR FILTERS
2 – BUFFER PADS
1 – MOBILITY CHAIR
2 – FAN WIRINGS FOR COMPUTER
1 – ALARM SYSTEM CASE
½ - OF ALARM SYATEM & CASE
½ - ROLL CABLE
1 – BOX MISC BRACKETS

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REGULAR MEETING MARCH 5, 2013

1 – REMOTE UNIT
1 – COMPUTER PART
1 – MULTI PORT SPOOLER
1 – BOX MISC. PARTS
1 – CB
1 – BOX MISC. COMPUTER EQUIPMENT
1 – SHATTERED COMPUTER TOWER
1 – METAL DESK 6 X 3
1 – METAL DESK 6'4 X 3
1 – WOOD DESK 6 X 3
1 – METAL DESK 4 X 2
1 – CHALK BOARD 6 X 4
1 – WOOD TABLE 6 X 2.5
2 – WOOD TABLES 8 X 2
4 – METAL DESK 5.5 X 2.5
1 – DRY ERASE BOARD 6 X 4
1 – SMART BOARD
1 – WOOD DESK 5 X 2.5
1 – METAL CABINET
1 – DUST MOP
1 – WOOD DESK 6 X 3
1 – WOOD DESK 5'5 X 3
1 – WOOD DESK 5 X 2'9
1 – METAL DESK 6 X 3'4
24 - CINDER BLOCKS
2 – DO NOT ENTER SIGNS
1 – BIG COPY MACHINE
14 – WALL PARTITIONS
1 – ID SYSTEM BOX
3 – 1'7 X 1'6 END TABLES
1 – DRAFTING TABLE
4 – ROLLS PAPER FOR COPY MACHINE
1 – EXTENSION CORD
1 – STOVE
1 – WOOD SHELF (2 SHELVES)
1 – WOOD DESK 5 X 2'10
1 – STEPPING STOOL
6 – WALL DESK
1 – WOOD DESK 4'10 X 2.5
19 – WALL PARTITIONS
2 – WOOD DOORS
1 – WOOD DESK 6 X 3
1 – WOOD DESK 5 X 3
2 – METAL DESK 5.5 X 3
1 – WOOD DESK
1 – WOOD TABLE
2 – COFFEE TABLES
2 – WOOD DESK
3 – CANNON CAMERAS
9 – ROLLS FILM
2 – VCR TAPES
1 – CAMERA CHARGER
1 – CAMERA CASE
1 – FLASH FOR CAMERA
1 – BINDER
1 – COMPUTER BOOST
1 – BUNDLE MISC. WIRES
1 – COMPUTER BOX (NUTS-BOLTS)
? - CITY OF PICAYUNE UTILITY DOOR HANGERS
1 – SMALL BOX METAL PARTS
1 – DESK ACCESSORY
2 – ROLADEX
1 – COMPUTER SPEAKER
2 – PHONE CORDS
1 – BATTERY PACK (FUJITSU)
1 – COMPUTER PLUG
1.5 – ROLL MASKING TAPE
3 – DISK DELL COMPUTER
1 – TOASTER
2 – POLICE RECEIVERS
2 – POLICE CAR LIGHT CAPS
1 – CITIZEN DIGITAL (FOR POLICE CAR)
1 – COMPUTER DESK (SMALL)

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ADDITIONS TO SURPLUS LIST

OLD CITY HALL

1 – AMANA WINDOW A/C
12,000 BTU – 115 VOLTS
S/N RC19700251

1 – AMANA WINDOW A/C
10,600 BTU – 115 VOLTS
S/N 021650862

1 – LOCKER - 6'6 X 3
1 - FILE CABINET – 3-DRAWER LEGAL
1 – 4'8 X 2'6 WOODEN DESK
1 – 5'5 X 1'7 WOODEN DESK
1 – 5'5 X 1'7 WOODEN DESK

5 – PHONES (MISC VARIETY)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE EXTENSION TO THE MOU FOR THE USE OF RAIL SPUR TO SHALE SUPPORT SERVICES

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve an extension to the Memorandum of Understanding for the use of the rail spur to Shale Support Services until July 1, 2013.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this, the day of March, 2013, by and between the City of Picayune, and Shale Support Services, L.L.C., A Louisiana Limited Liability Company.

RECITALS:

WHEREAS the City of Picayune ("City") is a Mississippi Municipality operating as a Political Subdivision of the State of Mississippi;

WHEREAS Shale Support Services, L.L.C., A Louisiana Limited Liability Company ("Shale") is a commercial business doing business in various States, but in particular in the Southeast region of the United States;

WHEREAS the City is the owner of certain real property located which is a part the industrial park that is operated by City that serves as an area in which industrial and commercial activities are encouraged by the City;

WHEREAS the City of Picayune is the owner of a certain tract of real property on which is located a railroad spur as more specifically described in Exhibit "1" attached hereto;

WHEREAS Shale desires to utilize the subject railroad spur located on the City's real property in connection with Shale's business operations located on other real property situated in the Picayune Industrial Park;

WHEREAS Shale desires and has requested to be given access to the subject railroad spur on the City's property so as to allow Shale to have access to the railroad to which the City's rail spur is connected for the transportation of Shale's product;

WHEREAS it is the intent of the Parties to memorialize their understanding as to their respective obligations between one another in writing;

NOW THEREFORE, upon the exchange of such valuable considerations between the Parties, the sufficiency of which is hereby acknowledged in all respects, it is agreed and contracted between the Parties as follows, to-wit:

REGULAR MEETING MARCH 5, 2013

1. The City does hereby grant a license unto Shale the right to have access on, over and across the City's railroad spur situated on the City's real property described as Exhibit "1" attached hereto for a period commencing on January 2, 2013, and continuing until July 1, 2013. It is understood the Parties will meet in May, 2013, to determine if this Agreement is to be extended in light of a pending sale of a tract of real property by a third party that is adjacent to the City's rail spur.
2. That Shale shall have the right to locate and construct a roadway on, over and across the real property described in Exhibit "1"; shall have the right to locate trade fixtures and equipment on the City's real property to allow Shale to use the subject rail spur; and, shall have the right to access the roadways of the Picayune Industrial Park. At the expiration of this Agreement, Shale shall have the right to remove its trade fixtures and equipment from the subject property. The City shall determine if the subject property should be returned to a condition existing prior to the execution of this Agreement and/or returned to a condition that is mutually agreeable between the Parties.
3. That Shale shall pay for the subject license described herein the monthly license rate of \$1,000.00, in advance, with the first monthly payment being made on the date this Memorandum is executed by Shale with a monthly payment being paid thereafter on the 1st day of each month thereafter.
4. That in consideration of being allowed access to and from the City's real property described in Exhibit "1", the Parties agree that Shale shall hold harmless the City, inclusive of its employees, its agents, its contractors and/or its successors in interest; and the City shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Shale or by any person whatsoever may at any time be using or occupying or visiting the City's real property being used or controlled by Shale, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or any way result from or arise out of any act, omission, or negligence of the City or Shale, or any occupant, visitor or user of any portion of the subject real property owned by the City which is used or controlled by Shale, or which shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Shale shall indemnify the City against all claims, liability, loss, or damage, whatsoever on account of any such loss, injury, death or damage caused by or happening in connection with, Shale's use and occupancy of the real property licensed by the City to Shale, by reason of any casualty, whether due to the Shale's negligence or otherwise.

5. The Parties have the authority to enter into this Memorandum of Understanding.
6. The Parties agree this Memorandum of Understanding is a summary of the material portions of their Agreement; and, the Parties agree to set forth in detail their Agreement in writing, if necessary.
7. The Parties agree this Memorandum of Understanding is binding upon the Parties and their successors in interest upon execution of same between the Parties.

In Witness whereof, the parties have executed this Memorandum of Understanding in duplicate originals, at Picayune, Pearl River County, Mississippi on the day and year first above written.

City of Picayune,



Ed Pinero, Mayor



Amber Hinton, City Clerk

**Shale Support Services, L.L.C.,
A Louisiana Limited Liability
Company**

Authorized Representative

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this 11 day of March, A.D., 2012, within my jurisdiction, the within named ED PINERO, and AMBER HINTON, who acknowledged to me that they are the Mayor and City Clerk, respectively, of The City of Picayune, A Mississippi Municipal Corporation, and that for and on behalf of said corporation, and as its act and deed, they signed, executed and delivered the foregoing Memorandum of Understanding on the day, in the year, and for the purposes therein contained after first having been duly authorized by said municipality to do so.

GIVEN under my hand and official seal of office, upon this, the 11 day of March, A.D., 2013.

Rhonda Thompson
Notary Public

My Commission Expires: Nov. 3, 2015



STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this _____ day of _____, A.D., 2012, within my jurisdiction, the within named _____, who acknowledged to me that he/she is the duly authorized Representative, of Shale Support Services, L.L.C., A Louisiana Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as its act and deed, they signed, executed and delivered the foregoing Memorandum of Understanding on the day, in the year, and for the purposes therein contained after first having been duly authorized by said business trust to do so.

GIVEN under my hand and official seal of office, upon this, the _____ day of _____, A.D., 2013.

Notary Public

My Commission Expires: _____

EXHIBIT "1"

PROPERTY DESCRIPTION – CITY OF PICAYUNE – INDUSTRIAL PARK

Commence at the Northeast corner of the Picayune Industrial Park, said point reported to be located South a distance of 2454.39 feet and West a distance of 1196.42 from the Northeast corner of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence, from said Northeast corner of Picayune Industrial Park, South 12°53'43" West along the West margin of the New Orleans and Northeastern Railroad for a distance of 2043.26 feet to the Point of Beginning; thence continue South 12°53'43" West, along said margin, a distance of 382.71 feet to a ¾" iron pipe; thence South 89°47'55" West a distance of 925.94 feet to a point located on the Western boundary of said Picayune Industrial Park; thence North 00°34'44" East a distance of 796.19 feet to a railroad iron; thence North 00°55'07" East a distance of 545.20 feet to a point located on the South right-of-way of Street A; thence North 89°26'02" East along said South right-of-way a distance of 165.64 feet to the PC of a curve to the left; thence along said right-of-way and said curve having a radius of 500.90 feet, a length of 161.31 feet, and a chord length of 160.31 feet bearing North 80°12'29" East to a point; thence along said margin and a curve to the right having a radius of 85.00 feet, a length of 120.20 feet, and a chord length of 110.43 feet bearing South 70°54'33" East to a point located on the West right-of-way of Street B; thence along said West right-of-way and a curve to the right having a radius of 1032.18 feet, a length of 513.07 feet, and a chord length of 507.80 feet bearing South 11°16'42" East to a point; thence along South 02°57'43" West along said West right-of-way a distance of 34.95 feet to the margin of a cul-de-sac; thence along said right-of-way and a curve to the left having a radius of 68.00 feet, a length of 211.28 feet, and a chord length of 135.98 feet bearing South 22°13'44" East to a point; thence leaving said right-of-way South 06°29'32" West a distance of 155.68 feet to a ¾" iron pipe; thence South 71°38'29" East a distance of 458.27 feet to the Point of Beginning, said parcel contains 20.805 acres, more or less, and is located in West ½ of the Southeast Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi and is also part of the Picayune Industrial Park as platted and filed in the Office of the Chancery Clerk of said county and state.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER LYNN BUMPERS RECUSED HERSELF FROM THE MEETING

OPEN NOMINATIONS FOR CEMETERY BOARD APPOINTMENTS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to open nominations for Cemetery Board Appointments. Nominees are Steve McDonald, Walter Bogan, Henrietta Brewer and Derek Turnage.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers.

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

CLOSED NOMINATIONS FOR CEMETERY BOARD APPOINTMENTS

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to close nominations for Cemetery Board Appointments.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPOINT CEMETERY BOARD MEMBERS

Motion was made by Council Member Breland, seconded by Council Member Watkins to appoint Steven McDonald to the Cemetery Board with term expiring January 2015, Walter Bogan and Henrietta Brewer with terms expiring in January 2016 and Derek Turnage with term expiring January 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER LYNN BUMPERS RETURNED TO THE MEETING

ACCEPT DONATIONS FROM AMERICIAN LEGIONS, VFW, SON'S OF THE AMERICAN LEGION AND AMERICAN LEGION AUXILIARY

Motion was made by Council Member Breland, seconded by Council Member Lane to accept donations from American Legion Post #73, VFW Post # 3894, Son's of the American Legion, and American Legion Auxiliary Unit 73 in the amount of \$2,000.00 for the flagpole and plaque in the Plaza at Garden at new City Hall.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION FROM HARRISON FINANCE CO

Motion was made by Council Member Breland, accepted by Council Member Lane to accept donation from Harrison Finance Co. in the amount of \$100.00 for the Plaza Garden at the new City Hall.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION FROM SOUTHERN PIPE & SUPPLY

Motion was made by Council Member Breland, seconded by Council Member Lane to accept donation from Southern Pipe & Supply Company, Inc in the amount of \$650.00 for the Plaza Garden at the new City Hall.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM EXECUTIVE HOLDINGS, LLC FOR PRELIMINARY PLAT FOR PROPERTY AT 101 N BEECH ST

Motion was made by Council Member Lane, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from

Executive Holdings, LLC to approve Preliminary Plat for property located at 101 N Beech Street which includes a variance for parking.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM EXECUTIVE HOLDINGS, LLC TO REZONE PROPERTY AT 101 N BEECH ST

Motion was made by Council Member Lane, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from Executive Holdings, LLC to rezone property located at 101 N Beech St. from I-2 to Pud-C.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM EXECUTIVE HOLDINGS, LLC FOR FINAL PLAT FOR PROPERTY AT 101 N BEECH ST.

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept Planning Commission recommendation to approve request from Executive Holdings, LLC for Final Plat for property located at 101 N Beech St., which includes a variance for parking.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO HOLD A PUBLIC HEARING TO DETERMINE IF PROPERTIES ARE TO BE DECLARED PUBLIC NUISANCES

Motion was made by Council Member Watkins, seconded by Council Member Lane to hold a public hearing to determine if properties are to be declared a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2300 COUSIN ST. A PUBLIC NUISANCE

Motion was made by Council Member Lane, seconded by Council Member Watkins to declare 2300 Cousin St. parcel 6172090040104100 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2201 MORRIS ST. A PUBLIC NUISANCE

Motion was made by Council Member Watkins, seconded by Council Member Breland to declare 2201 Morris St. parcel 6172090040102600 a public nuisance and allow a 30 day extension.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICYAUNE AND MR. JOHN MARTIN, JMART LEASING, LLC

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize Mayor's signature on T-Hangar Lease agreement by and between the City of Picayune and Mr. John Martin, JMART Leasing, LLC.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the 5th day of March 2013 by and between the City of Picayune, hereinafter referred to as "Lessor" and Mr. John Martin hereinafter referred to as the "Lessee",

WITNESSETH:

For and in consideration of the rents, covenants and agreements hereinafter-contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**

Lessor does hereby lease and let to Lessee T-Hangar No. J-4 located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be yearly, with the term to begin on the 5th day of March 2013 and continue thereafter yearly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of \$250.00 per month in advance on the first day of each month plus a \$250.00 hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street,

Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**

The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**

Lessor shall pay electrical utility. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present. Lessee will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

Lessee shall not cause or permit any hazardous substances to be brought upon, kept or used in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination, shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**

Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

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which might be otherwise used for arrears of rent or other default.

13. FORCE MAJEURE

In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

14. INSURANCE

Lessee agrees to be responsible for maintaining liability insurance in an amount not less than \$100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named an insured and loss payee under the policy.

Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

15. SURRENDER OF PREMISES

Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear accepted.

16. NOTICES

Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to Lessor: City Manager
815 North Beech Street
Picayune, MS 39466

At to Lessee: JMART Leasing LLC
Mr. John Martin
12636 Lake Village Drive
Gulfport, AL 39503
256-565-0677

WITNESS the signatures of the parties hereto, this the ____ day of March, 2013.

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Gouquet, seconded by Council Member Watkins to enter executive session to discuss a pending litigation matter.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT EXECUTIVE SESSION

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to exit executive session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY MANAGER TO NEGOTIATE SETTLEMENT WITH CENTRAPLEX

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize City Manager to negotiate settlement with Centraplex. Minimum amount to accept would be \$100,000.00.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Lane, seconded by Council Member Gouguet to recess until Tuesday, March 19, 2013 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk