

**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, 203 Goodyear Blvd., in said City, Tuesday, May 21, 2013, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Todd Lane, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Members Larry Watkins and Lynn Bumpers were absent.

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

Opening prayer was given by Council Member Larry Breland, 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 Gouguet, seconded by Council Member Lane to approve the Minutes of the City of Picayune dated May 7, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watkins and Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT FOR APRIL 2013

Motion was made by Council Member Gouguet, seconded by Council Member Lane to acknowledge receipt of monthly privilege license report for April 2013.

REGULAR MEETING MAY 21, 2013

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	Web
Dep 345477	4/04/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001331	27186		CASANO LAW FIRM & TITLE CO.	2012-2013 PRIV LICENSE	20.00	4/04/2013	
Dep 345568	4/05/2013	GENERAL FUND - Mail - Is OPERATING		Cash		29495		A SPRAY AWAY	2012-2013 PRIV LICENSE	20.00	4/08/2013	
Dep 346142	4/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001381	24285		PENTON, RONNIE	2012-2013 PRIV LICENSE	23.20	4/15/2013	
Dep 347399	4/12/2013	GENERAL FUND - Mail - Is OPERATING		Cash		29512		HEAVENLY HAIR & TANNING SALON, LLC	2012-2013 PRIV LICENSE	20.00	4/15/2013	
Dep 349140	4/19/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004490	29524		BLAKES SALON	2012-2013 PRIV LICENSE	20.00	4/24/2013	
Dep 349282	4/22/2013	GENERAL FUND - Mail - Is OPERATING		Cash		27076		PICAYUNE FLORIST	2012-2013 PRIV LICENSE	23.00	4/24/2013	
Dep 349788	4/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005550	18304		B&K CHEVRON	2012-2013 PRIV LICENSE	55.10	4/24/2013	
Dep 349791	4/23/2013	GENERAL FUND - Mail - Is OPERATING		Cash		27204		ARK OF SAFETY CHURCH	2012-2013 PRIV LICENSE	23.20	4/24/2013	
Dep 349883	4/24/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002395	12783		MID STREAM MARINE	2012-2013 priv license	72.50	4/30/2013	
Dep 349896	4/24/2013	GENERAL FUND - Mail - Is OPERATING		Check	0151102	15612		FIRST SOUTHERN BANK	2012-2013 PRIV LICENSE	34.80	4/30/2013	
Dep 350154	4/25/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001070	27815		MOORES BAIL BOND	2012-2013 PRIV LICENSE	23.20	4/30/2013	
Dep 350158	4/25/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003420	15094		KENS COMPLETE CAR CARE	2012-2013 PRIV LICENSE	23.20	4/30/2013	
Dep 350524	4/29/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003437	28115		DCS & ASSOCIATES	2012-2013 PRIV LICENSE	23.20	4/30/2013	
Dep 350531	4/29/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009323	27837		MARILYN'S EXTREME STUDIO	2012-2013 PRIV LICENSE	23.20	4/30/2013	
Dep 350532	4/29/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001526	19781		SPENCE MEDICAL RESEARCH LLC	2012-2013 PRIV LICNSF	34.80	4/30/2013	
Dep 350533	4/29/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001526	28680		SPENCE MEDICAL RESEARCH, LLC	2012-2013 PRIV LICENSE	23.20	4/30/2013	
										462.60		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watkins and Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT FOR APRIL 2013

Motion was made by Council Member Gouguet, seconded by Council Member Lane to acknowledge receipt of the monthly public records request report for April 2013.

REGULAR MEETING MAY 21, 2013

	1	2	3	4	5
1	CITY OF PICAYUNE				
2	REPORT OF PUBLIC RECORDS REQUESTS				
3	APRIL 2013				
4	<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/DENIED</u>	<u>ACTION</u>
5	05/31/13	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS & BACKGROUND	05/31/13	APPROVED
6	04/30/13	LUCY N PRESTON	ACCIDENT REPORT # 2013-04-1456	04/30/13	APPROVED
7	04/30/13	ROBERT HAND	ACCIDENT REPORT # 2013-04-2241	04/30/13	APPROVED
8	04/30/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-1801	04/30/13	APPROVED
9	04/30/13	METROPOLITAN REPORTING	ACCIDENT REPORT # 2013-04-1358	04/30/13	APPROVED
10	04/30/13	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2012-10-0169	04/30/13	APPROVED
11	04/30/13	ELIZABETH SWAGGERTY	ACCIDENT REPORT # 2008-11-1700	04/29/13	APPROVED
12	04/26/13	BRITTANY MCGEE	ACCIDENT REPORT # 2013-04-0744	04/26/13	APPROVED
13	04/26/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-1820	04/26/13	APPROVED
14	04/26/13	JANE BEARD	ACCIDENT REPORT # 2013-04-1649	04/26/13	APPROVED
15	04/26/13	LOUISIANA STATE POLICE	RECORD CHECK ON ALLEN J LOZE	04/26/13	APPROVED
16	04/26/13	UNITED STATES DISTRICT COURT	#2 RECORD CHECKS	04/26/13	APPROVED
17	04/25/13	LUCIUS BREELAND	ACCIDENT REPORT # 2013-04-1731	04/25/13	APPROVED
18	04/24/13	THE LAW OFFICES OF MELVIN &	COPY OF C.D. 2012-08-0760	04/24/13	APPROVED
19	04/24/13	BRUCE STATEN	ACCIDENT REPORT # 2013-04-1358	04/24/13	APPROVED
20	04/23/13	PCA INIVESTIGATIONS LLC	ACCIDENT REPORT # 2013-03-2466	04/23/13	APPROVED
21	04/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-1456	04/23/13	APPROVED
22	04/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2392	04/23/13	APPROVED
23	04/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-1056	04/23/13	APPROVED
24	04/23/13	WMS, WMS & MONTGOMERY	ACCIDENT REPORT # 2013-09-1484	04/23/13	APPROVED
25	04/23/13	JOSEPH MANCHESTER	RECORD'S CHECK	04/23/13	APPROVED
26	04/23/13	EDWARD J WOMAC & ASSOCIATES	ACCIDENT REPORT # 2013-01-1895	04/23/13	APPROVED
27	04/22/13	UNITED STATES DISTRICT COURT	# 7 RECORD'S CHECK	04/22/13	APPROVED
28	04/22/13	NICHOLSON ARMS APARTMENTS	RECORD'S CHECK ON DONNA RYDER	04/22/13	APPROVED
29	04/22/13	VIRGINIA ROBERTS	ACCIDENT REPORT # 2013-04-1697	04/22/13	APPROVED
30	04/19/13	CITY OF PICAYUNE PUB WORKS	ACCIDENT REPORT # 2013-04-1619	04/19/13	APPROVED
31	04/18/13	PRS INC	ACCIDENT REPORT # 2013-04-0516	04/18/13	APPROVED
32	04/18/13	DANA SMITH	ACCIDENT REPORT # 2013-04-1056	04/18/13	APPROVED
33	04/18/13	TAMMY JEANSONNE	ACCIDENT REPORT # 2013-03-2018	04/18/13	APPROVED
34	04/18/13	SUSAN VARNADO	ACCIDENT REPORT # 2013-03-0839	04/18/13	APPROVED
35	04/18/13	M.D.O.C.	FELONY SHOPLIFTING REPORT # 2013-	04/18/13	APPROVED
36	04/18/13	BELINDA ANN BEECH	COPY OF CREDIT REPORT # 2013-03-	04/18/13	APPROVED
37	04/17/13	MORRIS BART, LTD	ACCIDENT REPORT # 2013-04-0642	04/17/13	APPROVED
38	04/16/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-1183	04/16/13	APPROVED
39	04/16/13	MATTIE NEWKIRK SMITH	RECORD'S CHECK	04/16/13	APPROVED
40	04/16/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-0839	04/16/13	APPROVED
41	04/16/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-01-2258	04/16/13	APPROVED

REGULAR MEETING MAY 21, 2013

	1	2	3	4	5
1	CITY OF PICAYUNE				
2	REPORT OF PUBLIC RECORDS REQUESTS				
3	APRIL 2013				
4	<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
42	04/16/13	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-04-0744	04/16/13	APPROVED
43	04/16/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-0619	04/16/13	APPROVED
44	04/16/13	MORRIS BART, LTD	ACCIDENT REPORT # 2013-04-0174	04/16/13	APPROVED
45	04/16/13	ANTHONY BAKER	RECORD'S CHECK	04/16/13	APPROVED
46	04/15/13	HUEY STOCKSTILL (FRANK FORD)	ACCIDENT REPORT # 2013-03-2466	04/15/13	APPROVED
47	04/15/13	CITY OF PICAYUNE (JAMES FOSTER)	ACCIDENT REPORT # 2013-04-0176	04/15/13	APPROVED
48	04/15/13	JERRY WORKMAN	ACCIDENT REPORT # 2013-04-0685	04/15/13	APPROVED
49	04/15/13	UNITED STATES DISTRICT COURT	# 4 RECORD'S CLERK	04/15/13	APPROVED
50	04/15/13	COAST ELECTRIC	ACCIDENT REPORT # 2013-04-0642	04/15/13	APPROVED
51	04/15/13	TIMOTHY SANCHEZ	ACCIDENT REPORT # 2013-04-0744	04/15/13	APPROVED
52	04/11/13	NORMAN STOCKSTILL	RECORD'S CHECK	04/11/13	APPROVED
53	04/12/13	MICHAEL HINGLE & ASSOCIATES	ACCIDENT REPORT # 2013-03-1649	04/12/13	APPROVED
54	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-0735	04/11/13	APPROVED
55	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2632	04/11/13	APPROVED
56	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-0174	04/11/13	APPROVED
57	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2041	04/11/13	APPROVED
58	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-0285	04/11/13	APPROVED
59	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-0126	04/11/13	APPROVED
60	04/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2675	04/11/13	APPROVED
61	04/11/13	METROPOLITAN REPORTING	ACCIDENT REPORT # 2013-04-0269	04/11/13	APPROVED
62	04/11/13	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-04-0619	04/11/13	APPROVED
63	04/10/13	CHRISTOPHER BAKER	RECORD'S CHECK	04/10/13	APPROVED
64	04/10/13	HANCOCK COUNTY SHERIFF'S	COPY OF JUVENILE REPORT # 2011-12-	04/10/13	APPROVED
65	04/09/13	ERICA DEJAN	ACCIDENT REPORT # 2013-03-1734	04/09/13	APPROVED
66	04/09/13	FELECIA GAIL BAKER	RECORD'S CHECK	04/09/13	APPROVED
67	04/09/13	KENNER POLICE DEPARTMENT	RECORD'S CHECK ON DANIEL J	04/09/13	APPROVED
68	04/09/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON ALLEN MOORE	04/09/13	APPROVED
69	04/09/13	MATTHEW SMART	RECORD'S CHECK	04/09/13	APPROVED
70	04/09/13	CRYSTAL LYNN CALCOTES	RECORD'S CHECK	04/09/13	APPROVED
71	04/09/13	MOLLY SMART	RECORD'S CHECK	04/09/13	APPROVED
72	04/09/13	JOSHUA STOCKSTILL	RECORD'S CHECK	04/09/13	APPROVED
73	04/08/13	OLIVER ROBERTS JR	ACCIDENT REPORT # 2013-04-0285	04/08/13	APPROVED
74	04/08/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-0485	04/08/13	APPROVED
75	04/08/13	METROPOLITAN REPORTING	ACCIDENT REPORT # 2013-03-1069	04/08/13	APPROVED
76	04/08/13	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-03-2548	04/08/13	APPROVED
77	04/08/13	CHRISTOPHER HRYCIW	ACCIDENT REPORT # 2013-03-2675	04/08/13	APPROVED
78	04/05/13	RODNEY TATE	ACCIDENT REPORT # 2013-03-2638	04/05/13	APPROVED

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1	CITY OF PICAYUNE				
2	REPORT OF PUBLIC RECORDS REQUESTS				
3	APRIL 2013				
4	DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/DENIED	ACTION
79	04/05/13	SHAWN P PALMER	ACCIDENT REPORT # 2012-09-1484	04/05/13	APPROVED
80	04/05/13	TINA YOUNG	ACCIDENT REPORT # 2013-03-2208	04/05/13	APPROVED
81	04/04/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2638	04/04/13	APPROVED
82	04/04/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2439	04/04/13	APPROVED
83	04/04/13	WILLIAM SMITH	ACCIDENT REPORT # 2013-03-2632	04/04/13	APPROVED
84	04/04/13	ADVANTAGE INSURANCE COMPANY	ACCIDENT REPORT # 2013-03-2675	04/04/13	APPROVED
85	04/04/13	JACOBS, MANUEL, KAIN & AA MODT	ACCIDENT REPORT # 2013-03-2392	04/04/13	APPROVED
86	04/03/13	LINDA AMINGER	ACCIDENT REPORT # 2013-03-2021	04/03/13	APPROVED
87	04/03/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-.2349	04/03/13	APPROVED
88	04/03/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2027	04/03/13	APPROVED
89	04/03/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-2027	04/03/13	APPROVED
90	04/03/13	PICAYUNE APARTMENTS	RECORD'S CHECK ON NATHANIEL	04/03/13	APPROVED
91	04/03/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-1649	04/03/13	APPROVED
92	04/03/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-03-0426	04/03/13	APPROVED
93	04/03/13	KEVIN MYERS	RECORD'S CHECK	04/03/13	APPROVED
94	04/03/13	METROPOLITAN REPORTING	ACCIDENT # 2013-02-1602	04/03/12	APPROVED
95	04/03/13	KELTY MARKS	RECORD'S CHECK	04/03/12	APPROVED
96	04/02/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON JOSEPH D'VON	04/02/13	APPROVED
97	04/02/13	COAST GUARD INVESTIGATIVE	ACCIDENT REPORT # 2013-03-379	04/02/13	APPROVED
98	04/02/13	DEBBIE MAILHES	RECORD'S CHECK	04/02/13	APPROVED
99	04/02/13	F.B.I. NICS	INCIDENT REPORT # 2012-02-2142	04/02/13	APPROVED
100	04/02/13	JAZMINE DAPHANE BROWN	RECORD'S CHECK	04/02/13	APPROVED
101	04/02/13	SANDRA MILLIS	ACCIDENT REPORT # 2013-01-2146	04/02/13	APPROVED
102	04/02/13	KANDY MICKLE	INCIDENT REPORT # 2013-01-2254	04/02/13	APPROVED
103	04/02/13	F.B.I. NICS	INCIDENT REPORT	04/02/13	APPROVED
104	04/02/13	F.B.I. NICS	INCIDENT REPORT # 1996-D-0721	04/02/13	APPROVED
105	04/02/13	F.B.I. NICS	INCIDENT REPORT # K-2201-93	04/02/13	APPROVED
106	04/02/13	COREY DUCOTE	ACCIDENT REPORT # 2013-03-2675	04/02/13	APPROVED
107	04/01/13	METROPOLITAN REPORTING	ACCIDENT REPORT # 2013-03-2149	04/01/13	APPROVED
108	04/01/13	PRS INC	ACCIDENT REPORT # 2013-03-2021	04/01/13	APPROVED
109	04/01/13	B CLEAN LLC	ACCIDENT REPORT # 2013-03-2125	04/01/13	APPROVED
110	04/01/13	MICHELLE PENTON	ACCIDENT REPORT # 2013-03-2413	04/01/13	APPROVED
111	04/01/13	ROBIN LOUSTALOT	ACCIDENT REPORT # 2013-03-2632	04/01/13	APPROVED
112	04/01/13	FRED PORTER	ACCIDENT REPORT # 2013-03-1376	04/01/13	APPROVED
113	04/01/13	JACK DOLAN	INCIDENT REPORT # 2013-03-1621	04/01/13	APPROVED
114	04/01/13	EDWARD WEIDNER	ACCIDENT REPORT # 2013-03-2208	04/01/13	APPROVED
115	04/01/13	HAROLD BLAPPERT	ACCIDENT REPORT # 2013-03-2392	004/01/13	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watkins and Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT MONTHLY BUDGET REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Lane to accept the monthly budget report for the month of April 2013.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:11 AM

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 T-HANGARS	60,600	5,625	61,215	33,875	27,340	101
351-000-341.02-000-000 GROUND LEASES	13,050	900	11,130	7,613	3,517	85
351-000-374.00-000-000 FUEL SALES	6,000	363	3,478	3,500	(22)	58
Total Revenues	79,650	7,088	75,823	44,988	30,835	95
Expenditures						
Airport Expenses						
PERSONNEL	57,008	3,955	29,670	33,255	3,585	52
SUPPLIES	500	285	356	292	(64)	71
OUTSIDE SERVICES	53,140	2,070	21,189	43,916	22,727	40
Total Airport Expenses	110,648	6,290	51,215	77,463	26,248	46
Total Expenditures	110,648	6,290	51,215	77,463	26,248	46
Excess Revenue Over (Under) Expenditures	(30,998)	798	24,608	(32,475)	4,587	79

CF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 4/30/2013

Run: 5/16/2013 at 11:11 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	300	84	300	175	125	100
406-000-340.00-000-000 INTEREST INCOME	300	17	133	175	(42)	44
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	14,000	1,167	10,542	8,167	2,375	75
406-000-392.00-000-000 SALE OF LOTS	20,000	2,475	12,194	11,667	527	61
Total Revenues	34,600	3,743	23,169	20,184	2,985	67
Expenditures						
Cemetery Expenses						
PERSONNEL	17,669	3,121	34,607	10,307	(24,300)	196
SUPPLIES	7,980	848	4,245	4,655	410	53
OUTSIDE SERVICES	3,269	167	1,324	1,907	583	41
CAPITAL OUTLAY	5,205	0	4,163	1,870	(2,293)	80
Total Cemetery Expenses	34,123	4,136	44,339	18,739	(25,600)	130
Total Expenditures	34,123	4,136	44,339	18,739	(25,600)	130
Excess Revenue Over (Under) Expenditures	477	(393)	(21,170)	1,445	28,585	(4,438)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:11 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	75	24	161	44	117	215
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,455	10,276	0	10,276	0
110-043-341.00-000-000 RENT	67,737	0	0	39,513	(39,513)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	0	1,000	3,000	0	3,000	0
110-043-341.04-000-000 LAND LEASE - SHALE SUPPORT SERV	0	1,590	6,362	0	6,362	0
110-402-260.00-000-000 SALES TAX-TOURISM	467,505	36,372	253,171	272,711	(19,540)	54
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,900	305	1,765	1,458	307	71
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	325	563	(258)	33
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	58	(58)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	400	57	351	233	118	88
Total Revenues	539,317	40,803	275,411	314,600	(39,189)	51
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	825	846	2,917	2,071	17
CAPITAL OUTLAY	5,000	0	0	2,917	2,917	0
Total Sale of Lots Expenses	10,000	825	846	5,834	4,988	8
Recreation Expenses						
PERSONNEL	127,520	9,666	71,362	74,366	3,024	56
SUPPLIES	26,900	2,370	13,938	15,692	1,754	52
OUTSIDE SERVICES	84,000	14,919	81,801	49,000	(32,801)	97
Total Recreation Expenses	238,420	26,975	167,101	139,078	(28,023)	70
Retirement Development Expenses						
PERSONNEL	4,093	0	0	2,388	2,388	0
SUPPLIES	0	0	342	0	(342)	0
OUTSIDE SERVICES	0	(24)	1,844	0	(1,844)	0
Total Retirement Development Expenses	4,093	(24)	2,186	2,388	202	53
Total Expenditures	252,513	27,776	170,133	147,300	(22,833)	67
Excess Revenue Over (Under) Expenditures	286,804	13,027	105,278	167,300	(16,356)	37

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:11 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301.00-000-000 BRICK BY BRICK PROGRAM	0	0	6,142	0	6,142	0
PROCEEDS	0	0	631	0	631	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM	0	0	0	0	0	0
PROCEEDS	0	0	0	0	0	0
Total Revenues	7,756,411	821,121	6,226,563	4,524,573	1,701,989	80
Expenditures						
Municipal Council Expenses						
PERSONNEL	68,949	5,119	37,824	40,220	2,396	55
SUPPLIES	500	0	813	292	(521)	163
OUTSIDE SERVICES	64,150	13,989	95,781	37,421	(58,360)	149
CAPITAL OUTLAY	0	3,004	1,054,878	0	(1,054,878)	0
Total Municipal Council Expenses	133,599	22,112	1,189,296	77,933	(1,111,363)	890
Municipal Court Expenses						
PERSONNEL	251,243	18,728	132,042	146,559	14,517	53
SUPPLIES	4,000	176	2,455	2,333	(122)	61
OUTSIDE SERVICES	54,750	4,448	31,453	31,938	485	57
Total Municipal Court Expenses	309,993	23,352	165,950	180,830	14,880	54
City Attorney Expenses						
PERSONNEL	9,516	711	5,268	5,552	284	55
OUTSIDE SERVICES	20,000	3,005	12,671	11,667	(1,004)	63
Total City Attorney Expenses	29,516	3,716	17,939	17,219	(720)	61
City Manager Expenses						
PERSONNEL	106,600	10,240	75,577	62,184	(13,393)	71
SUPPLIES	7,500	1,481	4,802	4,376	(426)	64
OUTSIDE SERVICES	16,300	3,016	12,327	9,509	(2,818)	76
CAPITAL OUTLAY	10,876	0	10,876	7,271	(3,605)	100
Total City Manager Expenses	141,276	14,737	103,582	83,340	(20,242)	73
General Services Expenses						
PERSONNEL	16,371	1,275	10,323	9,550	(773)	63
SUPPLIES	7,700	1,644	5,126	4,492	(634)	67
OUTSIDE SERVICES	216,500	12,950	228,269	126,292	(101,977)	105
Total General Services Expenses	240,571	15,869	243,718	140,334	(103,384)	101
Financial Expenses						
PERSONNEL	135,942	9,613	71,710	79,300	7,590	53
SUPPLIES	7,500	1,232	8,537	4,375	(4,162)	114
OUTSIDE SERVICES	69,400	1,166	36,934	40,484	3,550	53
Total Financial Expenses	212,842	12,011	117,181	124,159	6,978	55
Code Enforcement Expenses						
PERSONNEL	140,564	10,503	78,450	81,996	3,546	56
SUPPLIES	4,200	363	4,889	2,450	(2,439)	116
OUTSIDE SERVICES	21,500	1,807	11,786	12,542	756	55
Total Code Enforcement Expenses	166,264	12,673	95,125	96,988	1,863	57

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:11 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Police Administration Expenses</u>						
PERSONNEL	223,045	11,056	110,979	130,110	19,131	50
SUPPLIES	6,500	142	1,856	3,792	1,936	29
OUTSIDE SERVICES	55,400	5,732	30,206	27,734	(2,472)	55
CAPITAL OUTLAY	8,651	8,657	8,657	5,046	(3,611)	100
Total Police Administration Expenses	293,596	25,587	151,698	166,682	14,984	52
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,249,388	100,356	756,037	728,810	(27,227)	61
SUPPLIES	136,000	13,443	77,086	77,250	164	57
OUTSIDE SERVICES	79,750	4,908	61,770	46,521	(15,249)	77
CAPITAL OUTLAY	7,568	1,932	3,522	4,415	893	47
Total Patrol & Investigations Expenses	1,472,706	120,639	898,415	856,996	(41,419)	61
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	155,062	14,287	87,719	90,453	2,734	57
SUPPLIES	39,000	0	23,790	22,749	(1,041)	61
OUTSIDE SERVICES	15,500	576	2,433	9,042	6,609	16
Total Custody of Prisoners Expenses	209,562	14,863	113,942	122,244	8,302	54
<u>Alcohol Countermeasures Grant Expenses</u>						
PERSONNEL	0	0	1,709	0	(1,709)	0
Total Alcohol Countermeasures Expenses	0	0	1,709	0	(1,709)	0
<u>Records & Communications Expenses</u>						
PERSONNEL	376,623	28,281	222,513	219,698	(2,815)	59
SUPPLIES	7,000	414	6,815	4,084	(2,731)	97
OUTSIDE SERVICES	20,800	1,742	13,332	12,133	(1,199)	64
Total Records & Communications Expenses	404,423	30,437	242,660	235,915	(6,745)	60
<u>School Patrol Expenses</u>						
PERSONNEL	126,189	10,158	81,521	73,610	(7,911)	65
SUPPLIES	6,500	749	3,324	3,791	467	51
OUTSIDE SERVICES	2,750	55	799	1,605	806	29
Total School Patrol Expenses	135,439	10,962	85,644	79,006	(6,638)	63
<u>Animal Control Expenses</u>						
PERSONNEL	34,692	2,326	10,807	20,236	9,429	31
SUPPLIES	766	292	701	447	(254)	92
OUTSIDE SERVICES	48,050	4,154	27,431	28,030	599	57
Total Animal Control Expenses	83,508	6,772	38,939	48,713	9,774	47
<u>Fire Department Expenses</u>						
PERSONNEL	2,001,147	152,232	1,100,190	1,167,335	67,145	55
SUPPLIES	52,519	6,598	33,967	31,769	(2,197)	65
OUTSIDE SERVICES	62,200	9,332	43,481	36,284	(7,197)	70
Total Fire Department Expenses	2,115,866	168,162	1,177,638	1,235,388	57,751	56

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:11 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Streets & Drainage Expenses</u>						
PERSONNEL	348,288	31,237	224,248	203,169	(21,079)	64
SUPPLIES	101,500	13,025	93,357	55,042	(38,315)	92
OUTSIDE SERVICES	311,200	41,436	195,145	185,700	(9,445)	63
CAPITAL OUTLAY	14,250	2,845	9,845	8,313	(1,532)	69
Total Streets & Drainage Expenses	775,238	88,543	522,595	452,224	(70,371)	67
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	420,798	27,252	221,693	245,466	23,773	53
SUPPLIES	96,119	6,361	38,474	56,069	17,595	40
OUTSIDE SERVICES	16,250	5,144	14,223	9,480	(4,743)	88
CAPITAL OUTLAY	0	0	283	0	(283)	0
Total Grounds & Beautification Expenses	533,167	38,757	274,673	311,015	36,342	52
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	44,769	2,395	17,944	26,114	8,170	40
SUPPLIES	10,600	194	983	6,183	5,200	9
OUTSIDE SERVICES	11,800	1,114	4,258	6,864	2,626	36
Total Equipment Maintenance Expenses	67,169	3,703	23,185	39,161	15,996	35
Total Expenditures	7,324,735	612,895	5,463,889	4,268,167	(1,195,721)	75
Excess Revenue Over (Under) Expenditures	431,676	208,226	762,674	256,406	2,897,710	177

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GF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 4/30/2013

Run: 5/16/2013 at 11:14 AM

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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 VALORM TAXES-CURRENT	1,287,169	25,598	1,013,677	750,843	262,834	79
001-000-201.00-000-000 AUTO AND MOBILE HOME	235,595	20,271	127,949	137,430	(9,481)	54
001-000-202.00-000-000 PERSONAL TAXES	323,246	6,064	354,675	188,580	166,115	110
001-000-203.00-000-000 AD VALORM-DELINQUENT	1,000	1,146	2,044	563	1,461	204
001-000-210.00-000-000 PENALTIES & INTEREST	35,000	2,790	6,720	20,417	(13,697)	19
001-000-211.00-000-000 OTHER FEES	0	75	75	0	75	0
001-000-214.00-000-000 TAX COLLECTION COSTS	80,000	1,926	55,575	46,667	8,908	69
001-000-220.00-000-000 PRIVILEGE LICENSES	30,000	463	13,571	17,500	(3,929)	45
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	4,275	450	5,400	2,494	2,906	126
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	29,579	332,349	358,750	(26,401)	54
001-000-222.00-000-000 BUILDING PERMITS	40,000	4,063	32,268	23,333	8,935	81
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,000	350	4,434	1,750	2,684	148
001-000-224.00-000-000 LOT CLEAN UP	20,000	18,535	23,630	11,667	11,963	118
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	259	0	259	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	26,811	16,042	10,769	97
001-000-245.01-000-000 STATE WIRELESS FUND	10,000	8,657	8,657	5,833	2,824	87
001-000-247.02-000-000 BULLET PROOF VEST	16,220	0	1,624	9,462	(7,838)	10
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	10,208	2,648	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	120,000	0	70,219	70,000	219	59
001-000-256.00-000-000 DRUG/ALCOHOL CM GRANT	76,277	0	35,603	45,662	(10,059)	45
001-000-260.00-000-000 GENERAL SALES TAX	3,960,000	332,571	2,394,279	2,310,000	84,279	60
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	55,547	0	0	32,402	(32,402)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	18,921	557	16,125	11,037	5,088	85
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	1,068	(1,068)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	9,000	8,750	250	60
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	424	3,360	3,792	(432)	52
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	6,298	176,997	128,333	48,664	80
001-000-276.00-000-000 SCHOOL PATROL	139,140	0	0	81,165	(81,165)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	12,000	1,684	8,672	7,000	1,672	72
001-000-330.00-000-000 COURT FINES & FEES	315,000	37,814	215,153	183,750	31,403	68
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	2,855	13,581	13,125	456	60
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,000	202	693	583	110	69
001-000-336.02-000-000 COURT EQUIPMENT	0	20	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	1,000	6	9	583	(575)	1
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	1,628	8,158	5,950	2,208	80
001-000-340.00-000-000 INTEREST EARNED	20,000	1,631	12,973	11,667	1,306	65
001-000-346.00-000-000 FIRE DEPARTMENT DONATIONS	0	0	1,189	0	1,189	0
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	5,750	6,880	0	6,880	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	8,388	171,397	8,167	163,230	1,224
001-000-356.00-000-000 INSURANCE PROCEEDS	0	117,500	117,500	0	117,500	0
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	0	0	300,000	0	300,000	0
001-000-380.05-000-000 TRANSFER FROM CAP PROJ- NEW CITY HALL EXPANSION/RENOVATION PROJ	0	183,545	427,328	0	427,328	0
001-000-380.06-000-000 TRANSFER FROM UDAG - NEW CITY HALL PROJ	0	0	207,819	0	207,819	0
001-000-393.00-000-000 SALE OF PROPERTY	0	261	261	0	261	0

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301.00-000-000 BRICK BY BRICK PROGRAM	0	0	6,142	0	6,142	0
PROCEEDS	0	0	631	0	631	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM						
PROCEEDS						
Total Revenues	7,756,411	821,121	6,226,563	4,524,573	1,701,989	80
Expenditures						
Municipal Council Expenses						
PERSONNEL	68,949	5,119	37,824	40,220	2,396	55
SUPPLIES	500	0	813	292	(521)	163
OUTSIDE SERVICES	64,150	13,989	95,781	37,421	(58,360)	149
CAPITAL OUTLAY	0	3,004	1,054,878	0	(1,054,878)	0
Total Municipal Council Expenses	133,599	22,112	1,189,296	77,933	(1,111,363)	890
Municipal Court Expenses						
PERSONNEL	251,243	18,728	132,042	146,559	14,517	53
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Total Municipal Court Expenses	309,993	23,352	165,950	180,830	14,880	54
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Total City Attorney Expenses	29,516	3,716	17,939	17,219	(720)	61
City Manager Expenses						
PERSONNEL	106,600	10,240	75,577	62,184	(13,393)	71
SUPPLIES	7,500	1,481	4,802	4,376	(426)	64
OUTSIDE SERVICES	16,300	3,016	12,327	9,509	(2,818)	76
CAPITAL OUTLAY	10,876	0	10,876	7,271	(3,605)	100
Total City Manager Expenses	141,276	14,737	103,582	83,340	(20,242)	73
General Services Expenses						
PERSONNEL	16,371	1,275	10,323	9,550	(773)	63
SUPPLIES	7,700	1,644	5,126	4,492	(634)	67
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Total General Services Expenses	240,571	15,869	243,718	140,334	(103,384)	101
Financial Expenses						
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SUPPLIES	7,500	1,232	8,537	4,375	(4,162)	114
OUTSIDE SERVICES	69,400	1,166	36,934	40,484	3,550	53
Total Financial Expenses	212,842	12,011	117,181	124,159	6,978	55
Code Enforcement Expenses						
PERSONNEL	140,564	10,503	78,450	81,996	3,546	56
SUPPLIES	4,200	363	4,889	2,450	(2,439)	116
OUTSIDE SERVICES	21,500	1,807	11,786	12,542	756	55
Total Code Enforcement Expenses	166,264	12,673	95,125	96,988	1,863	57



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<u>Police Administration Expenses</u>						
PERSONNEL	223,045	11,056	110,979	130,110	19,131	50
SUPPLIES	6,500	142	1,856	3,792	1,936	29
OUTSIDE SERVICES	55,400	5,732	30,206	27,734	(2,472)	55
CAPITAL OUTLAY	8,651	8,657	8,657	5,046	(3,611)	100
Total Police Administration Expenses	293,596	25,587	151,698	166,682	14,984	52
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,249,388	100,356	756,037	728,810	(27,227)	61
SUPPLIES	136,000	13,443	77,086	77,250	164	57
OUTSIDE SERVICES	79,750	4,908	61,770	46,521	(15,249)	77
CAPITAL OUTLAY	7,568	1,932	3,522	4,415	893	47
Total Patrol & Investigations Expenses	1,472,706	120,639	898,415	866,996	(41,419)	61
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	155,062	14,287	87,719	90,453	2,734	57
SUPPLIES	39,000	0	23,790	22,749	(1,041)	61
OUTSIDE SERVICES	15,500	576	2,433	9,042	6,609	16
Total Custody of Prisoners Expenses	209,562	14,863	113,942	122,244	8,302	54
<u>Alcohol Countermeasures Grant Expenses</u>						
PERSONNEL	0	0	1,709	0	(1,709)	0
Total Alcohol Countermeasures Expenses	0	0	1,709	0	(1,709)	0
<u>Records & Communications Expenses</u>						
PERSONNEL	376,623	28,281	222,513	219,698	(2,815)	59
SUPPLIES	7,000	414	6,815	4,084	(2,731)	97
OUTSIDE SERVICES	20,800	1,742	13,332	12,133	(1,199)	64
Total Records & Communications Expenses	404,423	30,437	242,660	235,915	(6,745)	60
<u>School Patrol Expenses</u>						
PERSONNEL	126,189	10,158	81,521	73,610	(7,911)	65
SUPPLIES	6,500	749	3,324	3,791	467	51
OUTSIDE SERVICES	2,750	55	799	1,605	806	29
Total School Patrol Expenses	135,439	10,962	85,644	79,006	(6,638)	63
<u>Animal Control Expenses</u>						
PERSONNEL	34,692	2,326	10,807	20,236	9,429	31
SUPPLIES	766	292	701	447	(254)	92
OUTSIDE SERVICES	48,050	4,154	27,431	28,030	599	57
Total Animal Control Expenses	83,508	6,772	38,939	48,713	9,774	47
<u>Fire Department Expenses</u>						
PERSONNEL	2,001,147	152,232	1,100,190	1,167,335	67,145	55
SUPPLIES	52,519	6,598	33,967	31,769	(2,197)	65
OUTSIDE SERVICES	62,200	9,332	43,481	36,284	(7,197)	70
Total Fire Department Expenses	2,115,866	168,162	1,177,638	1,235,388	57,751	56

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For 4/30/2013**

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<u>Streets & Drainage Expenses</u>						
PERSONNEL	348,288	31,237	224,248	203,169	(21,079)	64
SUPPLIES	101,500	13,025	93,357	55,042	(38,315)	92
OUTSIDE SERVICES	311,200	41,436	195,145	185,700	(9,445)	63
CAPITAL OUTLAY	14,250	2,845	9,845	8,313	(1,532)	69
Total Streets & Drainage Expenses	775,238	88,543	522,595	452,224	(70,371)	67
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	420,798	27,252	221,693	245,466	23,773	53
SUPPLIES	96,119	6,361	38,474	56,069	17,595	40
OUTSIDE SERVICES	16,250	5,144	14,223	9,480	(4,743)	88
CAPITAL OUTLAY	0	0	283	0	(283)	0
Total Grounds & Beautification Expenses	533,167	38,757	274,673	311,015	36,342	52
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	44,769	2,395	17,944	26,114	8,170	40
SUPPLIES	10,600	194	983	6,183	5,200	9
OUTSIDE SERVICES	11,800	1,114	4,258	6,584	2,626	36
Total Equipment Maintenance Expenses	67,169	3,703	23,185	39,181	15,996	35
Total Expenditures	7,324,735	612,895	5,463,889	4,268,167	(1,195,721)	75
Excess Revenue Over (Under) Expenditures	431,676	208,226	762,674	256,406	2,897,710	177

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:15 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues	0	0	509,044	0	509,044	0
405-000-230.02-000-000 EPA WTRWSTWTR INFRA IMP						
GRANT			4,602	4,375	227	61
405-000-340.00-000-000 INTEREST INCOME	7,500	728	0	233	(233)	0
405-000-340.01-000-000 CD Interest Earned-Bond & Ins.	400	0	0	58	(58)	0
405-000-340.02-000-000 CD Interest Earned-Sew.Impr.	100	0	0	875	(875)	0
405-000-340.03-000-000 CD Interest Earned-Meter	1,500	0	0	11,667	(683)	62
405-000-351.02-000-000 MISC TAP INCOME	20,000	1,050	12,350	35,000	85,062	200
405-000-355.00-000-000 MISC INCOME	60,000	29,450	120,062	11,667	200	
405-000-355.00-000-000 MISC INCOME BAGS	4,000	0	2,015	2,333	(318)	50
405-000-355.01-000-000 MISC INCOME GAS	1,656,138	131,283	896,101	966,081	(69,980)	54
405-000-360.02-000-000 METERED SALES WATER	1,625,934	172,836	1,355,324	948,462	406,862	83
405-000-360.02-000-000 METERED SALES GAS	2,000	25	775	1,167	(392)	39
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	145,000	12,414	84,598	84,583	15	58
405-000-364.00-000-000 UTILITY LATE CHARGES	915,000	80,659	551,068	533,750	17,318	60
405-000-365.00-000-000 GARBAGE REVENUE	0	4,998	9,392	0	9,392	0
405-000-383.02-000-000 SALE OF EQUIPMENT & MACHINERY						
Total Revenues	4,437,572	433,443	3,545,331	2,568,564	956,747	80
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	125,000	10,417	368,750	72,917	(295,833)	295
Total Intrafund Transfers Expenses	125,000	10,417	368,750	72,917	(295,833)	295
Utility Administration Expenses						
PERSONNEL	527,586	44,053	327,332	307,759	(19,573)	62
SUPPLIES	30,000	3,423	21,204	17,500	(3,704)	71
OUTSIDE SERVICES	220,250	10,937	139,800	128,478	(11,322)	63
CAPITAL OUTLAY	0	0	169,417	0	(169,417)	0
Total Utility Administration Expenses	777,836	58,413	657,753	453,737	(204,016)	85
Director of Public Works Expenses						
PERSONNEL	157,841	12,102	87,894	92,074	4,180	56
SUPPLIES	9,945	203	8,595	5,803	(2,792)	86
OUTSIDE SERVICES	76,893	1,623	52,667	44,855	(7,812)	68
CAPITAL OUTLAY	0	2,394	210,960	0	(210,960)	0
Total Director of Public Works Expenses	244,679	16,322	360,116	142,732	(217,384)	147
Water Regulations Expenses						
PERSONNEL	37,417	3,275	23,017	21,826	(1,191)	62
SUPPLIES	18,278	2,973	15,462	10,663	(4,796)	85
OUTSIDE SERVICES	6,048	17	3,035	3,528	493	50
Total Water Regulations Expenses	61,743	6,265	41,514	36,017	(5,497)	67
Well and Pump Maintenance Expenses						
SUPPLIES	33,308	3,645	4,180	19,430	15,250	13
OUTSIDE SERVICES	66,197	10,299	36,087	38,615	2,528	55

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2013**

Run: 5/16/2013 at 11:15 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Total Well and Pump Maintenance Expenses	99,505	13,944	40,267	58,045	17,778	40
Sewer Construction Expenses	0	0	509,044	0	(509,044)	0
CAPITAL OUTLAY	0	0	509,044	0	(509,044)	0
Total Sewer Construction Expenses	0	0	509,044	0	(509,044)	0
Utility Construction Expenses	131,790	10,522	84,660	76,877	(7,783)	64
PERSONNEL	37,041	7,358	16,373	21,607	5,234	44
SUPPLIES	33,434	195	17,633	19,504	1,871	53
OUTSIDE SERVICES	0	0	0	0	0	0
Total Utility Construction Expenses	202,265	18,075	118,666	117,988	(678)	59
Water Operations Expenses	312,427	20,251	152,785	182,249	29,464	49
PERSONNEL	100,915	31,861	68,215	58,867	(9,348)	68
SUPPLIES	17,818	714	12,778	10,395	(2,383)	72
OUTSIDE SERVICES	0	0	0	0	0	0
CAPITAL OUTLAY	133,177	44,490	92,592	77,687	(14,905)	70
Total Water Operations Expenses	564,337	97,316	326,370	329,198	2,828	58
Gas Operations Expenses	229,874	14,285	124,516	134,094	9,578	54
PERSONNEL	826,146	140,574	576,566	481,919	(94,647)	70
SUPPLIES	83,336	2,284	46,798	48,613	1,815	56
OUTSIDE SERVICES	0	0	30,000	0	(30,000)	0
CAPITAL OUTLAY	0	0	0	0	0	0
Total Gas Operations Expenses	1,139,356	157,143	777,880	664,626	(113,254)	68
Garbage Expenses	810,000	144,918	502,437	472,500	(29,937)	62
GARBAGE EXPENSES	810,000	144,918	502,437	472,500	(29,937)	62
Total Garbage Expenses	810,000	144,918	502,437	472,500	(29,937)	62
Loan Interest Expenses	0	2,531	24,204	0	(24,204)	0
INTEREST EXPENSE	0	2,531	24,204	0	(24,204)	0
Total Loan Interest Expenses	0	2,531	24,204	0	(24,204)	0
Total Expenditures	4,024,721	525,344	3,727,001	2,347,760	(1,379,241)	93
Excess Revenue Over (Under) Expenditures	412,851	(91,901)	(181,670)	240,824	2,335,988	(44)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watkins and Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Lane to accept the approved Minutes of the Planning Commission dated April 9, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watkins and Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT COPY OF PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouquet, seconded by Council Member Lane to accept copy of Minutes of the Planning Commission dated May 14, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watkins and Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER LYNN BUMPERS ENTERS THE MEETING

PROCLAIM JUNE 17-23, 2013 AS AMATEUR RADIO WEEK

Motion was made by Council Member Lane, seconded by Council Member Gouquet to Proclaim June 17-23, 2013 as Amateur Radio Week.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATIONS FOR THE PLAZA AT NEW CITY HALL

Motion was made by Council Member Breland, seconded by Council Member Lane to accept donations for the Plaza at the new City Hall from American Lung Association, C-Spire, Pearl River Board of Realtors, Civic Woman's Club and Rotary Club of Picayune totaling \$ 2,116.30.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MOUNTAINEER COMPUTER SYSTEMS, INC. MAINTENANCE AND SUPPORT AGREEMENT

Motion was made by Council Member Lane, seconded by Council Member Gouguet to approve Mountaineer Computer Systems, Inc. Maintenance and Support Agreement for period of July 1, 2013 through June 30, 2013 and authorize Mayor to sign the same.

	<p>MOUNTAINEER Computer Systems, Inc. PO Box 982 Lewisburg, West Virginia 24901</p>	<p>James H. Copland, Pres. (540) 491-2546 Cell: (304) 667-5992 Fax: (866) 891-1361 E-mail: jim@mcsww.com</p> <p>Jeffrey S. Feamster, VP (304) 647-5980 Cell: (304) 667-5990 Fax: (801) 640-8611 E-mail: jeff@mcsww.com</p>
<p>MAINTENANCE AND SUPPORT AGREEMENT</p>		
<p>Following are the terms and conditions of the Maintenance and Support Plan offered by Mountaineer Computer Systems, Inc. to the City of Picayune for the period July 1, 2013 through June 30, 2014.</p>		
<p>For the consideration as outlined below, Mountaineer Computer Systems, Inc. will provide the support services as detailed below:</p>		
<ol style="list-style-type: none">1. Unlimited telephone support in connection with all applications, including operating systems, when they are provided by Mountaineer Computer Systems, Inc., excluding exceptions noted below. **(Operator Training is Not covered under phone support agreement)**2. Remote support via internet at the reduced hourly rate of \$155.00 per hour where applicable. Examples of billable charges include, but are not limited to, items such as, correcting payroll errors, assistance with bank reconciliations, recurring assistance with ordinary daily processing, correcting operator billing errors, assistance with audit preparation and audit adjustments, custom report creation, etc. (Requires an internet connection on your computer.)3. Reduced hourly rate of \$155.00 per hour (including travel time) for all on-site assistance and training with application software provided by Mountaineer Computer Systems, Inc. Please note that unless agreed to prior to service, the minimum charge for on-site assistance will be \$600.00 per day plus up to \$175.00 daily expenses where an overnight stay is required.4. Reduced hourly rate of \$155.00 per hour for all support in connection with application software (including meter reading applications) purchased from sources other than Mountaineer Computer Systems, Inc.5. Reduced hourly rate of \$155.00 per hour for all custom report design and implementation.6. Your data and system software are not covered by any agreement in case of loss, regardless of the reason for loss. It is your responsibility to do regular and systematic back-ups of your data, as well as confirming the integrity of those backups. This agreement includes backup of up to 25 gigabytes of data from your AccuFund server through our internet backup provider. Additional storage and/or computers are billed separately.		
<p>In the event of system failure, any assistance with data recovery can be billed at the rate of \$155.00 per hour plus out-of-pocket expenses. However, we will not and cannot guarantee the recovery of your data in the event of a system failure.</p>		
<ol style="list-style-type: none">7. You also authorize Mountaineer Computer Systems, Inc. to make backup copies of your AccuFund data to be used on our computers for support and testing. At times, your data may also be used for software demonstration purposes for prospective AccuFund clients.8. We reserve the right to charge for AccuFund version upgrades that are performed via the internet. The complexity of the upgrade and the amount of conversion time will determine whether charges are involved.9. We reserve the right to pass on any charges incurred on your behalf with AccuFund, Inc. in the event that you have chosen not to participate in AccuFund's limited maintenance and support program.		
<p><i>Experts in Governmental Computerized Accounting and Information Systems.</i></p>		

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MOUNTAINEER

Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres.
(540) 491-2546
Cell: (304) 667-5992
Fax: (866) 891-1361
E-mail: jim@mcsww.com

Jeffrey S. Fearster, VP
(304) 647-5980
Cell: (304) 667-5990
Fax: (801) 640-8611
E-mail: jeff@mcsww.com

- 10. This agreement does not cover any out-of-the-ordinary repairs due to operator negligence, misuse or abuse, fire, theft, water damage, power surges, blackout damage, damage caused by computer viruses, spyware, malware, etc. Removal and recovery from damage caused by viruses, spyware and malware is charged at the standard hourly rate. Excessive dirt in the vents due to cigarette smoke, dust, etc. resulting in failures caused from overheating or contact damage will result in billable charges.
- 11. The **City of Picayune** is responsible for insuring that its employees are adequately trained to operate the AccuFund System. In the event of a change in personnel, Mountaineer Computer Systems, Inc. will at the request of the City of Picayune provide additional on-site training at the rate of \$155.00 per hour. However, new employees **will not** be trained via phone support. (See Item 1).
- 12. Mountaineer Computer Systems, Inc. reserves the right to terminate this agreement for non-payment for services previously rendered. Finance charges at the rate of 2% per month apply to all balances over 30 days old.

The charge for this service is as follows based upon the payment plan that you choose.

Annual	\$ 5550.00
Quarterly	\$ 1510.99
Monthly	\$ 498.33
Discounted	\$ 5328.00

Acknowledged and Accepted by:

Signature _____

Title _____

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Experts in Governmental Computerized Accounting and Information Systems.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE EXTENSION OF THE PROGRESSIVE WASTE SOLUTIONS CONTRACT

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize extension of the Progressive Waste Solutions contract until August 31, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT GRANT FUNDING FOR A DOWNTOWN REVITALIZATION PARKING PROJECT FROM MISSISSIPPI DEVELOPMENT AUTHORITY

Motion was made by Council Member Lane, seconded by Council Member Gouguet to accept 100% grant funding for a Downtown Revitalization Parking Project from Mississippi Development Authority and authorize Mayor's signature on all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT SOLID WASTE ASSISTANCE GRANT FROM MDEQ

Motion was made by Council Member Breland, seconded by Council Member Lane to accept the Solid Waste Assistance grant from MDEQ (recycle grant) and authorize Mayor to sign all related documents.

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Program)

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit Attachment A, Request for Payment, and additional documentation for verification of service/work performed prior to payment being issued. Request for Payment forms and supporting documentation shall be submitted to Mississippi Department of Environmental Quality (MDEQ) on a quarterly basis and include a report of activities to date, (i.e., unauthorized dump sites cleaned, etc.) The recipient shall submit a payment request for eligible program activities performed through June 30 of each year no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

Disposal of Wastes

Disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a permitted/authorized solid waste landfill, or where appropriate, rubbish landfill. However, if conditions warrant, the recipient, upon concurrence from MDEQ, may elect to abate an unauthorized dump by on-site burial of such wastes as allowed by state law. On-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Grant Administration Costs

The recipient shall use not more than three percent (3%) of funds provided through this grant to defray the costs of administration of the grant.

Responsible Party

If a person is found to be responsible for creating an unauthorized dump, the recipient shall make a reasonable effort to require that person to clean up the property before expending any monies from this funding to clean up the property. If the recipient is unable to locate the person responsible for creating the dump, or if the recipient determines that person is financially or otherwise incapable of cleaning up the property, the recipient may use the monies from the fund to clean up the property and shall make a reasonable effort to recover from the responsible person any funds expended.

Enforcement Officer

Upon selection or designation of the enforcement officer the Recipient agrees to provide MDEQ with the following information:

1. Name, address, telephone number, fax number, and, where applicable, e-mail address for the enforcement officer;
2. Detailed description of the duties and responsibilities for the enforcement officer.

Should the enforcement officer be replaced due to resignation, or attrition, the recipient shall provide the information above upon selection of the replacement.

Recipient further agrees that the enforcement officer shall be required to investigate local complaint related matters, which may be directed to the enforcement officer by MDEQ.

Recipient further agrees to adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

Household Hazardous Waste Collection Project (HHW)

The Recipient shall conduct a HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive report following the HHW collection day event which would include, at a minimum, the following:

1. Description of the public notification efforts;
2. Amounts of waste collected, by type;
3. Cost summary;
4. Number of residents participating in the HHW collection day event.

The Recipient shall ensure that all hazardous materials collected shall be disposed by a contractor who is properly licensed and approved by all applicable regulatory agencies.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

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2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CITY OF PICAYUNE** for all approved costs incurred up to and not exceeding \$25,000.00 for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **CITY OF PICAYUNE RECYCLING PROGRAM**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Trudy D. Fisher
Executive Director

Date

CITY OF PICAYUNE

Authorized Signature

Date

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ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number SWC421

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF PICAYUNE** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payment by the Mississippi Department of Environmental Quality to the Recipient of the amount now due under the agreement, to wit, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF PICAYUNE

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
 Address _____ Person preparing report: _____
 _____ Telephone number: _____
 _____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____
 2. Total amount of grant: \$ _____
 3. Total prior payments approved: \$ _____
 4. Total funds requested to date (*line 1 plus line 3*): \$ _____
 5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____
 7. Amount contributed by recipient to date: \$ _____
 8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED GRANT AWARD FOR THE MDOT TRANSPORTATION ENHANCEMENT 2013 URBAN YOUTH CORP PROGRAM

Motion was made by Council Member Lane, seconded by Council member Bumpers to accept approved grant award for the MDOT Transportation Enhancement 2013 Urban Youth Corps Program (summer youth work program) and authorize Mayor to sign all related documents.

MEMORANDUM OF UNDERSTANDING
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
CITY OF PICAYUNE

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Picayune, Pearl River County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2013 Urban Youth Corps program to clean city signs, street signs, fire hydrants and walkways/sidewalks within the City of Picayune, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

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REGULAR MEETING MAY 21, 2013

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

- (a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
- (b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
- (c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
- (d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
- (e) obtain all required permits.
- (f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
- (g) be responsible for traffic control for work zone areas.
- (h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
- (i) be responsible for all equipment, site preparation, water tanks, etc.
- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;
- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.

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- (s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2013. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that:
(1) offers meaningful and productive summer work in urban public works or transportation

settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) Compliance with Regulations: The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (b) Nondiscrimination: The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or

- (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- (f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

The LPA agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94165).

SECTION 21. GENERAL PROVISIONS

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MDOT and the Commission have no responsibility under this Agreement except those explicitly agreed to herein. In particular MDOT and the Commission have no responsibility regarding the interviewing, selecting, training, supervising, or discharging of any participant or any employee or official of the LPA.

The LPA, the employees and officials of the LPA, and all participants are independent contractors of the Commission, and will conduct themselves according to that status. No participant or employee or official of the LPA, will claim under any provision of this Agreement any right or benefit which might inure to an employee of MDOT, including workers' compensation, insurance, retirement benefits, or any other benefit whatsoever.

No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

SECTION 22. TERMINATION

MDOT shall have the right to terminate this Agreement with fifteen (15) days written notice if the LPA fails to comply with their obligations as provided herein. The LPA shall have the right to terminate this Agreement with fifteen (15) days written notice if circumstances beyond the control of the LPA prohibit the LPA from complying with their obligations as provided herein. The Agreement may be terminated at any time by mutual written consent of the LPA and MDOT.

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IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF _____,
(City)

LOCATED IN THE COUNTY OF _____,

MAYOR DATE

Authorized on the ____ day of _____, 2013, Minute Book ____, and Page No. ____.

ATTEST: _____

**MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE
DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT
OF TRANSPORTATION**

EXECUTIVE DIRECTOR DATE

Authorized on the ____ day of _____, 2013, Minute Book ____, and Page No. ____.

ATTEST: _____
Secretary, Transportation Commission

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The following roll call was made:

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

VOTING NAY: None

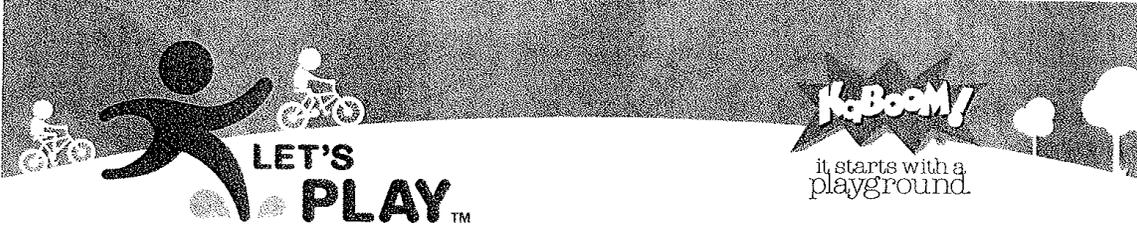
ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO PARTICPATE IN MISSISSIPPI'S MAYOR'S LET'S PLAY
CHALLENGE**

Motion was made by Council Member Breland, seconded by Council Member Lane to approve request to participate in Mississippi's Mayor's Let's Play Challenge and authorize Mayor to sign all related documents.



Mississippi Mayors' Let's Play Challenge
Application

Dear Mayor,

We are excited to be launching an initiative that encourages your city's residents to get active in your community! Let's Play is a community partnership led by Dr Pepper Snapple Group to get kids and families active nationwide. This summer, we are challenging you to empower your residents to devote at least one additional hour of active play to their families' schedule each week. At the end of the competition, the mayor whose city receives the greatest number of pledges as a percentage of the city's population – impacting families to make play a priority – will win a new KaBOOM! playground for his/her city.

In order to participate in this challenge, we ask that you officially sign this application. Upon receipt and review of your application, you will then be contacted by a contest representative to confirm your eligibility for and participation in the Challenge. By filling out the application below, you agree to:

- Promote the Mississippi Mayors' Let's Play Challenge in your community, by urging families to take the pledge to play an additional hour each week, including social media, pep talks at town halls, meetings with school officials, etc.
- Work to identify an appropriate partner for a playground build, should your city win the first prize.
- Support the Let's Play initiative with a positive attitude and rally up excitement in your city!

We will deliver an outreach toolkit prior to the official Challenge launch on Monday, July 15, 2013 at the MML Annual Conference in Biloxi, Mississippi. The deadline to apply is **Friday, May 3, 2013** at 11:59 p.m. Eastern Daylight Time.

An addendum to this application includes the official rules. Please sign and email this attachment back to Ashley.Stoney@ketchum.com. If you have any questions please contact Jessica (Jessica.Frost@ketchum.com; 202.835.7297) or Ashley Stoney (Ashley.Stoney@ketchum.com; 202.835.9454).

Best,
The Let's Play Community

I will participate in the Mississippi Mayors' Let's Play Challenge

I will not participate in the Mississippi Mayors' Let's Play Challenge

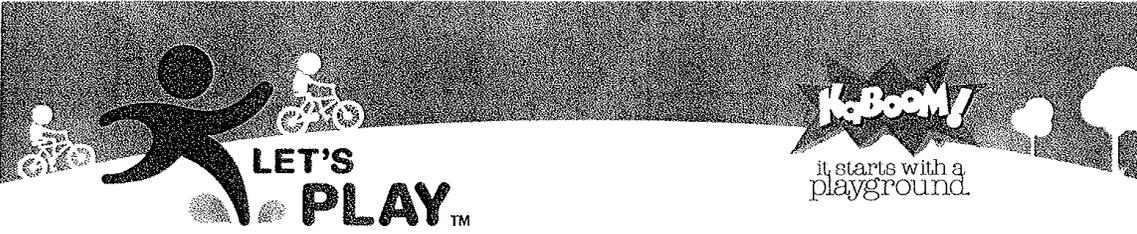
Mayor First Name: Edward Last Name: Pinero, Jr.

Email Address: Cgusse@picayune.ms.us Telephone: 601-798-9079

City/Town: Picayune

Signature: _____ Date: _____

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MISSISSIPPI MAYORS' LET'S PLAY CHALLENGE RULES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. INTERNET & VALID EMAIL ADDRESS REQUIRED.

OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("U.S."), AGED 18 YEARS OR OLDER AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** The Mississippi Mayors' Let's Play Challenge (the "Challenge") is a Mississippi statewide competition created by Let's Play, a community partnership led by Dr Pepper Snapple Group ("Sponsor") to get kids and families active.

Employees, officers and directors of Sponsor, employees, officers and directors of KaBOOM! ("Partner"), Sponsor's and Partner's respective parents, subsidiaries, affiliates, advertising agencies, promotional suppliers, and the immediate family members (spouses, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of such employees, officers and directors (collectively, "Entities") are not eligible. Subject to all applicable local, state, and federal laws. Void where prohibited.

2. **TO ENTER:** The Challenge is two-fold.

- Mayors of Mississippi cities are invited to register their respective cities to participate in the Challenge by filling out a downloadable PDF version of the Mississippi Mayors' Let's Play Challenge application, which can be accessed at www.LetsPlay.com. Eligible Mississippi mayors must have an existing need for a new playground in their community, which need shall be determined in Sponsor's sole discretion. To enter, mayors must apply between Monday, April 1 at 12:00 a.m. Eastern Standard Time ("EST") through Friday, May 3 at 11:59 p.m. Eastern Daylight Time ("EDT"). After Sponsor assesses and confirms each registered city's need for a playground, all cities so approved by Sponsor will be entered into the Challenge. A representative of the Sponsor will confirm or deny each mayoral registrant's participation by Friday, May 10 at 12:00 p.m. EDT. Please note, if the current mayor is not running for re-election this year, the city may enter on behalf of an official, appointed department that will lead the outreach for the upcoming Challenge and report directly to the future elected mayor.
- The Mississippi Mayors' Let's Play Challenge officially begins at 12:00 p.m. EDT on Monday, July 15, 2013 and ends at 11:59 p.m. EDT on Friday, September 27, 2013 ("Promotion Period"). U.S. residents are invited to pledge extra minutes of physical activity per week in order to count towards the total number of pledges in support of approved participating cities in Mississippi, the sole participating state in the Challenge. U.S. residents can visit www.LetsPlay.com to take the pledge and note which Mississippi city their pledge will benefit. Pledgers will need to opt-in to the challenge, enter a valid email address and choose one of the pre-determined participating cities in Mississippi they want their pledge to support from a drop-down menu. Pledgers will only have

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY ATTORNEY TO PERFORM TITLE SEARCH ON PARCEL 6175150010503000 AND PROCEED WITH FORECLOSURE OF LIEN RECORDED BY THE CITY

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize City Attorney to perform title search on parcel 6175150010500300 and proceed with foreclosure of lien recorded by the City performed under Section 43-35-105(e) through Chancery Clerk.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM DENNIS LEE TO RE-SUBDIVIDE PARCEL LOCATED AT 1380 SOUTH HAUGH AVE

Motion was made by Council Member Lane, seconded by Council Member Gouguet to approve request from Dennis Lee to re-subdivide parcel located at 1380 South Haugh Avenue from one parcel into two parcels. Property is zoned C-3.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM TROY FLOWERS FOR THE CITY TO VACATE ALLEY ALONG SOUTH SIDE OF HIS PROPERTY AT 319 FOURTH STREET

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve request from Troy Flowers for the City to vacate alley along south side of his property at 319 Fourth Street being 10 feet in width by 100 feet in length and authorize Mayor to execute deed for same once Public Works has verified there are no utilities located in said alley.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AMEND SECTION 10-114(1) OF THE CODE OF ORDINANCES IN REGARDS TO THE RETAIL SALE OF BEER AND LIGHT WINE AND DOES NOT HAVE A RESORT STATUS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to amend Section 10-114(1) of the Code of Ordinances in regards to the Retail sale of Beer and Light Wine and does not have a resort status.

ORDINANCE NUMBER _____

OF THE

CITY OF PICAYUNE, MISSISSIPPI

AN ORDINANCE AMENDING SECTION 10-114(1) OF THE CITY OF PICAYUNE CODE OF ORDINANCES REGARDING THE RETAIL SALE OF BEER AND LIGHT WINE BY A BUSINESS WHICH DOES NOT HAVE QUALIFIED RESORT STATUS WITHIN THE CORPORATE LIMITS OF THE CITY OF PICAYUNE

WHEREAS, the Mayor and City Council in and for the City of Picayune find that it is desirable and necessary to amend Section 10-114(1) of the City of Picayune Code of Ordinances regarding the retail sale of beer and light wine by a business which does not have qualified resort status within the corporate limits of the City Picayune under Ordinance No. 882 (Code of Ordinance Sections 10-142 through 10-151).

WHEREAS, the Mayor and City Council find that it should adopt distance restrictions for the retail sale of beer and light wine by a business that does not have a qualified resort status pursuant to Ordinance No. 882.

WHEREAS, the Mayor and City Council find that it should amend the distance restrictions set out in City of Picayune Code of Ordinance Section 10-114(1) for sale of retail beer and light wine to make same uniform with the distance restrictions set out in Ordinance 882.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that City of Picayune Code of Ordinance Section 114(1) be, and the same shall be amended as follows, to-wit:

SECTION - ONE

1. That Section 114(1) of the Picayune Code of Ordinances shall be amended to read as follows, to-wit:

"To sell, store, dispense, furnish or give away Alcoholic Beverages defined as any alcoholic liquid, including light wines or beer, of less than eight percent (8%) of alcohol by weight, capable of being consumed as a beverage by a human being as provided for in Section 67-3-5, Mississippi Code of 1972, but shall not include native wines within one hundred (100) feet from a building housing a church, school, daycare, kindergarten or funeral home regardless of the zoning classification in which a church, school, daycare, kindergarten or funeral home is located. The one hundred (100) feet shall be measured in a straight line from the point on the building or common wall housing the holder of the permit nearest to the nearest point on the building or common wall housing the church, school, daycare, kindergarten, funeral home.

- a. A church or funeral home may waive the distance restrictions in favor of allowing issuance of a retail permit to sell beer and light wine by a business which does not have qualified resort status pursuant to Ordinance No 882. Such waiver shall be in written form from the owner,

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governing body or the appropriate officer of the church or funeral home having the authority to execute such a waiver, and the waiver shall be filed with the City Clerk or her designee and shall be approved by the City Council before becoming effective.

- b. Any building housing a business selling beer or light wine on August 6, 1981, that is subject to this distance restriction set forth herein may continue to sell such beer or light wine from said building unless such beer or light wine is not sold in that building for a period of six (6) months. After six (6) months with no beer or light wine sales from that location, the terms of this subsection shall be in effect."

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 _____, seconded by Council member _____, and voted upon as follows:

VOTING YEA:

VOTING NAY:

NOT VOTING:

NOT PRESENT:

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 _____ day of _____, 2013.

ED PINERO, Mayor

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE OF JUNE 18, 2013 FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Lane, seconded by Council Member Gouquet to set a date of June 18, 2013 for a Public Hearing for property cleanup at the following properties:

- | | |
|------------------------|-------------------------|
| 1. Rosa Street | Parcel 6175150030300301 |
| 2. 715 Cayten St. | Parcel 6171110010305700 |
| 3. Williamsburg Rd. | Parcel 6175210040100400 |
| 4. S. Blanks Ave. | Parcel 6176140040404300 |
| 5. 714 S. Blanks Ave. | Parcel 6176140040404400 |
| 6. Baylous St. | Parcel 6176140010804000 |
| 7. N. Abrams Ave. | Parcel 6176140010406200 |
| 8. N. Buren Ave | Parcel 6176140010303900 |
| 9. 1107 Brookdale Ave. | Parcel 6175220020404400 |
| 10. 1911 Daniels St. | Parcel 6171110010402100 |
| 11. 1913 Daniels St. | Parcel 6171110010402000 |
| 12. 1915 Daniels St. | Parcel 6171110010401900 |
| 13. 1014 E. Sycamore | Parcel 6171110010402400 |

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE LOWEST AND BEST BID FROM PUCKETT RENTS FOR ONE MINI TRACK-HOE EXCAVATOR WITH TRAILER

Motion was made by Council Member Gouquet, seconded by Council Member Lane to accept the lowest and best bid from Puckett Rents for one mini track-hoe excavator with trailer.



BID TABULATION - EQUIPMENT WITH FINANCING

Bid Opening Date

Date: May 1, 2013
 Time: 10:00 AM
 Place: City Hall, 203 Goodyear Blvd., Picayune, MS 39466

	BIDDER	EQUIPMENT BID	FINANCING BID
1	PUCKETT RENTS	61,352.82	36 mo 1.71%
2			
3			
4			
5			

BIDS OPENED BY: Ed Pinero

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATIONS FOR THE POLICE DEPARTMENT SUMMER CAMP

Motion was made by Council Member Breland, seconded by Council Member Lane to accept donations totaling \$5,750.00 for the Police Department Summer Camp.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR CHIEF KEITH BROWN TO FAIRFAX, VA JUNE 30TH- JULY 2ND

Motion was made by Council Member Lane, seconded by Council Member Breland to authorize out of state travel for Chief Keith Brown to Fairfax, VA June 30th- July 2nd for the purpose of attending a meeting of the International Association of Fire Chief's where he will accept the position of International Director for the Southeast Association of Fire Chief's. This trip will be fully funded by the International Association of Fire Chief's.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR CHIEF KEITH BROWN JUNE 17TH-22ND TO NORTH CHARLESTON, SC

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize out of state travel for Chief Keith Brown June 17th-22nd to North Charleston, SC for the purpose of attending the "Southeastern Association of Fire Chief's 85 the Annual Leadership Conference.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Lane to adjourn until Tuesday, June 4, 2013 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Watkins

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk