

**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, August 20, 2013, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Father Filken, 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 Stevens, seconded by Council Member Gouguet to approve the Minutes of the City of Picayune dated August 6, 2013

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT FOR JUNE AND JULY 2013

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly privilege license report for June and July 2013.

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We b
Dep 355749	6/03/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		28614		HARRINGTON, CHRISTOPHER D	2012-2013 PRIV LICENSE	20.00	6/05/2013	
Dep 356854	6/03/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		17274		LAWRENCE'S BARBER SHOP	2012-2013 PRIV LICENSE	20.00	6/05/2013	
Dep 357354	6/05/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		06235		B & M AUTO SALES	2012-2013 PRIV LICENSE	23.60	6/05/2013	
Dep 357570	6/06/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		29694		DOUBLE D'S MUFFLER & BRAKE	2012-2013 PRIV LICENSE	20.00	6/10/2013	
Dep 357593	6/05/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		29695		GRAY, JAMES L ATTY	2011-2013 PRIV LICENSE	47.20	6/10/2013	
Dep 357675	6/06/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		29698		HAPPY HOLLY	2012-2013 PRIV LICENSE	20.00	6/10/2013	
Dep 357841	6/06/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check		04206		MICKEY'S QUICK STOP	2012-2013 PRIV LICENSE	91.45	6/10/2013	
Dep 357843	6/06/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check	0035487	04767		MICKEY'S QUICK STOP #2	2012-2013 PRIV LICENSE	126.85	6/10/2013	
Dep 359987	6/17/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check	0001559	15209		ATLAS MACHINE & M F G UC	2012-2013 priv license	23.60	6/19/2013	
Dep 360383	6/18/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check	3790124	29721		FAMILY DOLLAR STORE # 10885	2012-2013 PRIV LICENSE	50.00	6/19/2013	
Dep 361610	6/24/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		02460		NOEL, TYRONE	2012-2013 PRIV LICENSE	20.00	6/27/2013	
Dep 361611	6/24/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check	0012402	28204		CARTERS JEWELRY	2012-2013 PRIV LICENSE	20.00	6/27/2013	
Dep 361644	6/24/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		29736		PARKER LOGISTICS	2012-2013 PRIV LICENSE	20.00	6/27/2013	
Dep 361858	6/25/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Cash		29737		TRAN AUTO SALES, LLC	2012-2013 PRIV LICENSE	20.00	6/27/2013	
Dep 362238	6/27/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check	0005962	29745		NORTHSHORE RESPIRATORY & REHAB	2012-2013 PRIV LICENSE	20.00	6/27/2013	
Dep 362293	6/28/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is OPERATING	Check	0004258	05274		DUCOTE, DOROTHY	2012-2013 PRIV LICENSE	20.00	7/03/2013	
										562.70		

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

<u>Receipt#</u>	<u>Date</u>	<u>Deposit To</u>	<u>Drawer</u>	<u>Type</u>	<u>Reference</u>	<u>Lookup</u>	<u>Citation</u>	<u>Name</u>	<u>Description</u>	<u>Received</u>	<u>Deposit Date</u>	<u>We b</u>
Dep 362456	7/01/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0001186	29760		HOPE SPRINGS	2012-2013 PRIV LICENSE	20.00	7/03/2013	
Dep 362470	7/01/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		04755		BERDUX, MICHELLE	2012-2013 PRIV LICENSE	20.00	7/03/2013	
Dep 362942	7/03/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		28042		INSTANT BAIL BONDING	2012-2013 PRIV LICENSE	23.60	7/12/2013	
Dep 363154	7/08/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		29773		PAPA K'S	2012-2013 PRIV LICENSE	5.00	7/12/2013	
Dep 364606	7/10/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0002272	14330		BEIOUE, RONALD	2012-2013 PRIV LICENSE	23.80	7/12/2013	
Dep 367700	7/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		29816		HENDRIX AUTO CENTER,	2012-2013 PRIV LICENSE	5.00	8/05/2013	
Dep 368005	7/29/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		29818		GINA'S	2012-2013 PRIV LICENSE	3.33	8/05/2013	
Dep 368016	7/29/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0001030	29823		BAROUSSE DESIGNS	2012-2013 PRIV LICENSE	3.33	8/05/2013	
										104.06		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT FOR JUNE AND JULY 2013

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of the monthly public records request report for June and July 2013.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS JUNE 2013				
<u>DATE</u>		<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
06/30/13	PICAYUNE HOUSING AUTHORITY	#6 FINGERPRINTS	06/30/13	APPROVED
06/28/13	ALFA INSURANCE	ACCIDENT REPORT 2013-06-0883	06/28/13	APPROVED
06/28/13	MELANIE FRIERSON	FINGER PRINTS	06/28/13	APPROVED
06/28/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0635	06/28/13	APPROVED
06/28/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-1802	06/28/13	APPROVED
06/28/13	KENDRA OWENS	FINGER PRINTS	06/28/13	APPROVED
06/28/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0513	06/28/13	APPROVED
06/28/13	LESLEY OSBORN	FINGER PRINTS	06/28/13	APPROVED
06/28/13	BLAKE FLEMING	FINGER PRINTS	06/28/13	APPROVED
06/27/13	PAULA MENDOZA	FINGER PRINTS	06/27/13	APPROVED
06/27/13	MORRIS BART, LTD	ACCIDENT REPORT 2013-06-1586	06/27/13	APPROVED
06/26/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-1815	06/26/13	APPROVED
06/26/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0996	06/26/13	APPROVED
06/26/13	ALLSTATE	ACCIDENT REPORT 2013-05-2160	06/26/13	APPROVED
06/26/13	PROGRESSIVE INSURANCE CO.	ACCIDENT REPROT 2013-06-0677	06/01/13	APPROVED
06/26/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-05-2818	06/26/13	APPROVED
06/26/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-06-0152	06/26/13	APPROVED
06/26/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-02-1271	06/26/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-0045	06/20/13	APPROVED

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06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-04-2707	06/20/13	APPROVED
06/26/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-05-1213	06/26/13	APPROVED
06/26/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPROT 2013-05-1204	06/26/13	APPROVED
06/26/13	SENTRY INSURANCE	ACCIDENT REPROT 2013-06-0603	06/26/13	APPROVED
06/26/13	ALLEN MITCHELL	COPY OF ACCIDENT REPORT 2013-06-0603	06/26/13	APPROVED
06/26/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON STEPHEN SCOTT WIEST	06/26/13	APPROVED
06/25/13	JASON LONG/ TACO BELL	COPY OF EMBEZZLEMENT REPORT 2013-06-1581	06/25/13	APPROVED
06/25/13	KIA WESTON	ACCIDENT REPORT 2012-12-0072	06/25/13	APPROVED
06/25/13	TIA SCHUBERT	COPY OF ACCIDENT REPORT 2013-06-1791	06/25/13	DENIED
06/24/13	JENNIFER MORALES	RECORDS CHECK ON KENYATA MURPHY	06/24/13	APPROVED
06/24/13	JENNIFER MORALES	RECORDS CHECK ON KENYATA MURPHY	06/24/13	APPROVED
06/23/13	COVINGTON CENTER ARMY RECRUITING STATION	RECORDS CHECK	06/23/13	DENIED
06/21/13	STEVEN GIOVENGO	ACCIDENT REPORT 2013-06-1656	06/21/13	APPROVED
06/21/13	GLORIA MYERS	FINGER PRINTS	06/21/13	APPROVED
06/21/13	CATHERINE STUBBS	ACCIDENT REPORT 2013-02-1245	06/21/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-04-1574	06/20/13	APPROVED
06/20/13	PRS, INC.	ACCIDENT REPORT 2013-06-1416	06/20/13	APPROVED
06/12/13	KAY DROAN	ACCIDENT REPORT 2013-06-0475	06/12/03	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0416	06/20/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-1009	06/20/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0247	06/20/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0475	06/20/13	APPROVED
06/20/13	NICHOLSON ARMS APARTMENTS	RECORDS CHECK ON JANETTE M. BOLDEN	06/20/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0650	06/20/13	APPROVED
06/20/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-1592	06/20/13	APPROVED
06/20/13	MORRIS BART, LTD	ACCIDENT REPORT 2013-05-2040	06/20/13	APPROVED
06/19/13	MICHAEL REID NELSON	OUT OF THE COUNTRY BACKGROUND CHECK	06/19/13	APPROVED
06/19/13	JUSTIN SMITH	RECORDS CHECK	06/19/13	APPROVED
06/19/13	CITY OF PICAYUNE PUBLIC WORKS DEPARTMENT	#4 RECORDS CHECK	06/19/13	APPROVED
06/19/13	WILLIAMS COUNTY SHERRIFF	RECORDS CHECK ON MATTHEW WAYNE WEIGLE	06/19/13	APPROVED
06/18/13	UNITED STATES DISTRICT COURT	RECORDS CHECK ON MICHAEL SULLIVAN	06/18/13	APPROVED
06/17/13	BETTY KELLY	COPY OF ACCIDENT REPORT 2013-03-0519	06/17/13	APPROVED
06/17/13	BILLY MITCHELL	COPY OF ACCIDENT REPORT 2013-06-1009	06/17/13	APPROVED
06/17/13	PICAYUNE FAMILY HEALTHCARE	COPIES OF REPORTS 2013-04-2157 & 2013-05-1952	06/17/13	APPROVED
06/17/13	BETHANY CRAWFORD	COPY OF ACCIDENT REPORT 2013-06-0998	06/17/13	APPROVED
06/17/13	FRANCIS BORDENAVE	COPY OF ACCIDENT REPORT 2013-06-0685	06/17/13	APPROVED
06/17/13	CHRISTINE DOBY	COPY OF ACCIDENT REPORT 2013-06-0994	06/17/13	APPROVED
06/17/13	DONISHA KIARRA JACKSON	RECORDS CHECK	06/17/13	APPROVED
06/14/13	KENNETH MORRIS	ACCIDENT REPORT 2013-06-0996	06/14/13	APPROVED

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06/13/13	UNITED STATES DISTRICT COURT	#2 RECORDS CHECK	06/13/13	APPROVED
06/13/13	ARTA & ARTA	ACCIDENT REPORT 2013-05-1925	06/13/13	APPROVED
06/13/13	SARAH ANN BAUGHMAN	RECORDS CHECK	06/13/13	APPROVED
06/13/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-2101	06/13/13	APPROVED
06/13/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0780	06/13/13	APPROVED
06/13/13	LEXIS NEXIS	ACCIDENT REPORT 2013-02-0682	06/13/13	APPROVED
06/13/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-0944	06/13/13	APPROVED
06/13/13	FARM BUREAU	ACCIDENT REPORT 2013-04-2028	06/13/13	APPROVED
06/12/13	CITY OF PICAYUNE PUBLIC WORKS DEPARTMENT	RECORD'S CHECK ON JAMES JOSEPH DIAL	06/12/13	DENIED
06/12/13	LAURA LEWIS	COPY OF ACCIDENT REPORT 2013-06-0994	06/12/13	APPROVED
06/12/13	F.B.I. NICS	COPY OF 1995 ACCIDENT REPORT	06/12/13	DENIED
06/12/13	STATE FARM	COPY OF MALICIOUS MISCHIEF REPORT 2013-05-1197	06/12/13	APPROVED
06/12/13	VIRGILLO JOSE MAISONET	RECORD'S CHECK FOR OFFICE OF PERSONNEL MANAGEMENT	06/12/13	APPROVED
06/12/13	KEVIN MURPHY	RECORD'S CHECK ON KEVIN MURPHY	06/12/13	APPROVED
06/12/13	NURSING MANAGEMENT, INC	RECORD'S CHECK ON CATHERINE KREEGER	06/12/13	APPROVED
06/07/13	MICHAEL STEPHENSON	ACCIDENT REPORT 2013-04-2691	06/07/13	APPROVED
06/07/13	RAYMOND SCHWARZ	ACCIDENT REPORT 2013-06-0416	06/07/13	APPROVED
06/07/13	SANDREL TURNER	ACCIDENT REPORT 2013-05-2818	06/07/13	APPROVED
06/10/13	CHARLES STERLING	COPY OF ACCIDENT REPORT 2013-05-0371	06/10/13	APPROVED
06/10/13	JOSEPH ANDREW MALLEY	RECORD'S CHECK	06/10/13	APPROVED
06/10/13	JOHNNIE DAVIDSON	COPY OF ACCIDENT REPORT 2013-04-1801	06/10/13	APPROVED
06/10/13	UNITED STATES DISTRICT COURT	#4 RECORDS CHECK	06/10/13	APPROVED
06/10/13	QIYONNE JONES	RECORD'S CHECK	06/10/13	APPROVED
06/07/13	ANDREA LANDRY	ACCIDENT REPORT 2013-06-0222	06/07/13	APPROVED
06/07/13	REV CLAIMS	ACCIDENT REPORT 2013-04-2549	06/07/13	APPROVED
06/07/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-05-0371	06/07/13	APPROVED
06/07/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-05-0717	06/07/13	APPROVED
06/07/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT 2013-05-0238	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-04-2452	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-2503	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-2640	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-2160	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-0045	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-1099	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-05-2040	06/07/13	APPROVED
06/07/13	LEXIS NEXIS	ACCIDENT REPORT 2013-06-0222	06/07/13	APPROVED
06/07/13	SMITH & OLDMIXON, PA	ACCIDENT REPORT 2013-05-2688	06/07/13	APPROVED
06/06/13	ASHLEY NICOLE PENTON	RECORD'S CHECK	06/06/13	APPROVED
06/05/13	CITY OF PICAYUNE PUBLIC WORKS DEPARTMENT	RECORDS CHECK ON MIRANDA LYNNE MANUS	06/05/13	APPROVED

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06/05/13	CHARLES RAT STEWART	RECORDS CHECK	06/05/13	APPROVED
06/05/13	JOSEPH GAULDEN	RECORD'S CHECK	06/05/13	APPROVED
06/05/13	LETHA DEMONT	COPY OF ACCIDENT REPORT 2013-06-0152	06/05/13	APPROVED
06/05/13	RICHARD HAMMER	ACCIDENT REPORT 2013-05-2693	06/05/13	APPROVED
06/04/13	UNITED STATES DISTRICT COURT	#4 RECORDS CHECK	06/04/13	APPROVED
06/04/13	U.S. PROBATION OFFICE	RECORDS CHECK ON CORNELIUS THOMAS	06/04/13	APPROVED
06/04/13	UNITED STATES DISTRICT COURT	RECORDS CHECK ON SCOTT JENKINS WAITS	06/04/13	APPROVED
06/04/13	FEDERAL BUREAU OF INVESTIGATIONS	COPY OF ACCIDENT REPORT 2012--03-2071	06/04/13	APPROVED
06/04/13	HANCOCK COUNTY YOUTH COURT	RECORDS CHECK ON JENNIFER & JEREMIAH DAWSON	06/04/13	APPROVED

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS JULY 2013				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
07/01/13	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS FOR THE MONTH OF JULY	07/01/13	APPROVED
07/31/13	JENEE LANDRY	INCIDENT REPORT # 2013-07-1108	07/31/13	APPROVED
07/31/13	KARLA GRAHAM	FINGER PRINTS	07/31/13	APPROVED
07/30/13	REGINA HOLLOWAY	BACKGROUND CHECK	07/30/13	APPROVED
07/30/13	JAMES GRAY	SUBPOENA DUCES TECUM	07/30/13	APPROVED
07/30/13	DEBORAH LANCASTER	ACCIDENT REPORT # 2013-0-2138	07/30/13	APPROVED
07/30/13	DUB HERRING FORD	ACCIDENT REPORT # 2013-07-2297	07/30/13	APPROVED
07/29/13	PHILLIP ARINDER	BACKGROUND CHECK	07/29/13	APPROVED
07/30/13	MARY JO FORTENBERRY	ACCIDENT REPORT # 2013-07-2138	07/30/13	APPROVED
07/26/13	RAMIRO CARDENAS	ACCIDENT REPORT # 2013-07-0942	07/26/13	APPROVED
07/29/13	ROBERT A WILLIAMS	BACKGROUND CHECK	07/29/13	APPROVED
07/25/13	FRANCISCO LOPEZ	ACCIDENT REPORT # 2013-07-1930	07/25/13	APPROVED
07/24/13	SAFEBWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-07-0937	07/24/13	APPROVED
07/24/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-1066	07/24/13	APPROVED
07/24/13	UNITED STATES DISTRICT COURT	#5 RECORD'S CHECK	07/24/13	APPROVED
07/24/13	BRITTANY GUILLOTE	RECORD'S CHECK	07/24/13	APPROVED
07/24/13	SANDRA LEWIS	FINGER PRINTS	07/24/13	APPROVED
07/24/13	DAMON DEVORE	RECORD'S CHECK ON KENYATA MURPHY	07/24/13	APPROVED
07/23/13	JOE M HOLLomon & ASSOCIATES, P.A.	SUBPOENA DUCES TECUM	07/23/13	APPROVED
07/23/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-0715	07/23/13	APPROVED
07/23/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-0206	07/23/13	APPROVED
07/22/13	COURTNEY GRESSETT	ACCIDENT REPORT # 2013-06-2491	07/22/13	APPROVED
07/22/13	ANITA HENRY	FINGER PRINTS	07/22/13	APPROVED
07/22/13	CHERIE FRAYCHINEAUD	FINGER PRINTS	07/22/13	APPROVED
07/22/13	JUDITH BYARS	ACCIDENT REPORT # 2013-07-1367	07/22/13	APPROVED

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07/19/13	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2013-07-0805	07/22/13	APPROVED
07/19/13	FARM BUREAU	ACCIDENT REPORT # 2013-07-0718	07/19/13	APPROVED
07/19/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0154	07/19/13	APPROVED
07/19/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-2491	07/19/13	APPROVED
07/19/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0715	07/19/13	APPROVED
07/19/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-070-0167	07/19/13	APPROVED
07/19/13	AMANDA VICKNAIR	FINGER PRINTS	07/19/13	APPROVED
07/19/13	HEIDI MCNEELY	ACCIDENT REPORTS # 2013-06-0527	07/19/13	APPROVED
07/18/13	ANGELA WILSON	RECORD'S CHECK	07/18/13	APPROVED
07/18/13	GLENN L WHITE	INCIDENT REPORT # 2013-04-1124	07/18/13	APPROVED
07/18/13	PICAYUNE APARTMENTS (KINGSWAY)	RECORD'S CHECK ON PATRICIA LEWIS	07/18/13	APPROVED
07/17/13	PATRICK BARBIN	ACCIDENT REPORT # 2013-07-1066	07/17/13	APPROVED
07/17/13	ROBIN BRYANT	FINGER PRINTS	07/17/13	APPROVED
07/17/13	PATRICIA LEWIS	RECORDS CHECK	07/17/13	APPROVED
07/17/13	ASHLEY PETERSON	FINGER PRINTS	07/17/13	APPROVED
07/16/13	JANET PETERS	RECORD'S CHECK	07/16/13	APPROVED
07/16/13	AMY SHEASBY	FINGER PRINTS	07/16/13	APPROVED
07/16/13	TIFFANY ROBERTS	ACCIDENT REPORT # 2010-10-1945	07/16/13	APPROVED
07/15/13	CITY OF PICAYUNE (PEGGY)	#7 RECORD'S CHECK	07/15/13	APPROVED
07/16/13	LEE ANNIE DEANO	FINGER PRINTS	07/16/13	APPROVED
07/16/13	JOHN SHERMAN	ACCIDENT REPORT # 2013-07-0712	07/16/13	APPROVED
07/15/13	WILLIAM J SMITH	ACCIDENT REPORT # 2013-07-1033	07/15/13	APPROVED
07/15/13	F.B.I. NICS	INCIDENT REPORT # 2011-07-1363	07/15/13	APPROVED
07/15/13	ALL/STATE JOHN PIGOTT	COPY OF CAD NOTES 2013-06-1790	07/15/13	APPROVED
07/15/13	HANCOCK COUNTY YOUTH COURT	RECORD'S CHECK ON CARLOS JONES	07/15/13	APPROVED
07/15/13	FRANK LAROCCA	ACCIDENT REPORT # 2013-06-1085	07/15/13	APPROVED
07/15/13	WAVELAND POLICE DEPARTMENT	RECORD'S CHECK ON JUAN ANDRES MARTINEZ	07/15/13	APPROVED
07/15/13	HANCOCK COUNTY YOUTH COURT	#2 RECORD'S CHECK	07/15/13	APPROVED
07/12/13	MID SOUTH SERVICE LINES	ACCIDENT REPORT # 2013-06-1811	07/12/13	APPROVED
07/12/13	BRIAN CHAMPAGNE	ACCIDENT REPORT # 2013-07-0805	07/12/13	APPROVED
07/12/13	BRENTON JAMES	ACCIDENT REPORT # 2013-07-410	07/12/13	APPROVED
07/12/13	YELLOW DOG REPORTS	ACCIDENT REPORT # 2013-06-2610	07/12/13	APPROVED
07/12/13	MORRIS BART, LTD	ACCIDENT REPORT # 2013-06-1811	07/12/13	APPROVED
07/11/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-06-1444	07/11/13	APPROVED
07/11/13	PAM AVERA FOR PIZZA HUT	PETIT LARCENY REPORT # 203-07-0360	07/11/13	APPROVED
07/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0044	07/11/13	APPROVED
07/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-2602	07/11/13	APPROVED
07/11/13	FARM BUREAU	ACCIDENT REPORT # 2013-07-0378	07/11/13	APPROVED
07/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0183	07/11/13	APPROVED
07/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0410	07/11/13	APPROVED
07/11/13	UNTIED STATES DISTRICT COURT	#5 RECORD'S CHECK	07/11/13	APPROVED
07/11/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-2207	07/11/13	APPROVED
07/11/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON JOHN THOMAS SIMPSON	07/11/13	APPROVED
07/10/13	ROBIN BRYSON	ACCIDENT REPORT # 2013-06-2487	07/10/13	APPROVED

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07/10/13	SHERIDAN BARNES	ACCIDENT REPORT # 2013-07-0715	07/10/13	APPROVED
07/10/13	ROBERT BARNES	ACCIDENT REPORT # 2013-07-0044	07/10/13	APPROVED
07/10/13	DAVID TREADWAY	ACCIDENT REPORT # 2013-02-0228	07/10/13	APPROVED
07/10/13	SIMON SEAL	GRAND LARCENY REPORT # 2013-06-1111	07/10/13	APPROVED
07/10/13	LINDA SEAL	FINGER PRINTS	07/10/13	APPROVED
07/09/13	ANISSA GOUDEAU	ACCIDENT REPORT # 2013-06-2173	07/09/13	APPROVED
07/09/13	HARLEY FLEMING	FINGER PRINTS	07/09/13	APPROVED
07/09/13	LINDA PARKS	ACCIDENT REPORT # 2013-07-0410	07/09/13	APPROVED
07/07/13	KEVIN GLIDEWELL	NO DESCRIPTION	07/07/13	APPROVED
07/08/13	TIM MOTE	ACCIDENT REPORT # 2013-06-2485	07/08/13	APPROVED
07/08/13	KATHY SCHWAB	ACCIDENT REPORT # 2013-06-2458	07/08/13	APPROVED
07/03/13	CUSTARD INSURANCE ADJUSTER/KEVIN GLIDELWELL	ACCIDENT REPORT # 2013-06-2485	07/03/13	APPROVED
07/03/13	KATHRYN EVERARD	ACCIDENT REPORT # 2013-06-2304	07/03/13	APPROVED
07/03/013	NARECKIEA MARTIN	ACCIDENT REPORT # 2013-06-2490	07/03/13	APPROVED
07/03/13	SHELBY JEAN YOUNG	RECORD'S CHECK	07/03/13	APPROVED
07/03/13	UNITED STATES DISTRICT COURT	# 5 RECORD'S CHECK	07/03/13	APPROVED
07/02/13	CARR INSURANCE	INCIDENT REPORT # 2013-06-0328	07/02/13	APPROVED
07/02/13	KEYONA GOODMAN	INCIDENT REPORT # 2008-05-0088	07/02/13	APPROVED
07/02/13	SCOTT J SCHWARTZ PA	ACCIDENT REPORT # 2013-04-1458	07/02/13	APPROVED
07/02/13	KAYLA HOLIFIELD	FINGER PRINTS	07/02/13	APPROVED
07/02/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-2066	07/02/13	APPROVED
07/02/13	GERTIE SHOEMAKE	ACCIDENT REPORT # 2013-06-2066	07/02/13	APPROVED
07/02/13	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2013-06-1403	07/02/13	APPROVED
07/02/13	UNITED STATES DISTRICT COURT	# 2 RECORD'S CHECK	07/02/13	APPROVED
07/02/13	ARMY RECRUITING STATION	RECORD'S CHECK	07/02/13	APPROVED
07/01/13	REBECCA EZELL	ACCIDENT REPORT # 2013-06-0254	07/01/13	APPROVED
07/01/13	ANTHONY HOLIFIELD	ACCIDENT REPORT # 2013-06-0883	07/01/13	APPROVED
07/01/13	CAROLINE ESTOPINAL	ACCIDENT REPORT # 2013-06-0677	07/01/13	APPROVED
07/01/13	MEGHAN T FINLEY	ACCIDENT REPORT # 2013-06-2207	07/01/13	APPROVED
07/01/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON JAMES BRIAN PEARSON	07/01/13	APPROVED
06/30/13	JONNIE PENTON	ACCIDENT REPORT # 2013-6-2304	06/30/13	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT APPROVED PLANNING COMMISSION MINUTES

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT COPY OF PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept copy of Minutes of the Planning Commission dated August 13, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL OF DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the August 20, 2013 docket in the amount of \$ 41,194.00.

The following roll call was made:

VOTING YEA: Council Members Valente, Bumpers, Stevens Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Mayor Ed Pinero

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON COLLECTION AGREEMENT WITH AMERICAN MUNICIPAL SERVICES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to authorize Mayor's signature on Collection Agreement with American Municipal Services for collection services in the Municipal Court office.



American Municipal Services
Corporate Office
3724 Old Denton Road
Carrollton, TX 75007
Phone: 888-290-5660
Fax: 469-568-1119
Web: www.amsltd.us

COLLECTION AGREEMENT

The City of Picayune, Mississippi hereinafter referred to as "Municipality" desires to utilize the services of American Municipal Services, ("AMS"), to perform collection services for the Municipality, and American Municipal Services desires to undertake such collection services. Accordingly, the parties agree that their relationship be governed by the terms of this Collection Agreement.

The Municipality agrees to periodically refer to AMS citations, fees, fines and/or warrants for collection. No specific number or dollar amount of citations that will be sent to AMS is represented or guaranteed by the Municipality. AMS agrees to use their best efforts to collect those citations sent to AMS by the Municipality. AMS agrees to skip trace those accounts where it is determined a good address is not known, to send each defendant a minimum of four letters, and to contact each defendant by telephone in an effort to have the defendant pay any fine and or court costs due to the Municipality. AMS will limit all telephone calls to between the hours of 8:00 am and 7:00 pm from Monday through Friday, and between the hours of 8:00 am and 2:00 pm on Saturdays. No defendant is to be phoned on Sundays. All contacts between AMS staff and defendants are to be by telephone or by mail. No personal contacts are to ever occur. AMS agrees to honor a defendants request to contact the defendant during specified hours, or at a specified location.

AMS will arrange for all defendants to send their payments directly to AMS. AMS will process and deposit all payments into a trust account and will between the first and the fifteenth of each month forward to the Municipality a check in the amount equal to all payments received for the previous month. AMS will then invoice the municipality for the collection fee. AMS may accept payment by credit card and charge the defendant the standard AMS fee for that service. AMS will provide the Municipality with reports on payments received, as payments are received on a daily basis and provide a monthly payment report showing all payments for the previous month between the first and fifteenth of each month. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMS is in the process of collecting, the Municipality will notify AMS of such payment and the collection fee is due from said payment.

AMS is authorized to arrange payment schedules with defendants and to authorize partial payments provided the entire amount to be paid by the defendant equals the total of the fine and costs established by the Municipality. AMS agrees that they will first request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMS negotiate a payment plan. When a payment plan is established, AMS agrees to provide each defendant with a schedule of their payments, payment coupons and envelopes addressed to AMS. AMS agrees to monitor each payment plan, and to telephone and write each defendant who fails to comply with the plan.

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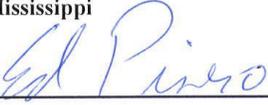
All expenses in the collection process including labor, postage, telephone, skip tracing, etc. shall be paid for by AMS. AMS is an independent contractor, and is not in any way considered an employee, agent, or representative of the Municipality. AMS agrees to constantly monitor its employees to insure all contacts with defendants are done in a polite, courteous, and helpful manner.

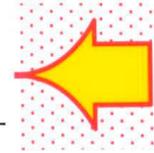
Twenty-Five percent (25%) will be added to the amount a defendant owes for each offense as a collection fee. AMS, for its collection services with these accounts, is to be paid the Twenty-Five Percent (25%) that is added to each offense. AMS agrees to invoice the Municipality on or about the fifteenth (15th) day of each month for the previous months collections, said invoices being due and payable within thirty (30) days. AMS will not be paid on an account if the case is dismissed by the court for whatever reason, or the defendant is arrested.

The Municipality may withdraw any citation at any time from AMS, and either party to this Collection Agreement may terminate this Collection Agreement upon thirty (30) days written notice.

Municipality: Picayune, MS
Address: 203 GOODYEAR BLVD. PICAYUNE, MS 39466
Telephone: 601-798-9770 Fax: 601-799-5546
Contact person: LISA ALBRITTON, COURT CLERK

City of Picayune, Mississippi

Signature by:  Date: 8/20/13
Print Name: ED PINERO Title: MAYOR



American Municipal Services:

By: _____ Date: _____

Gregory L. Pitchford, Chief Financial Officer

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS, the below named Municipality desires to be released from and indemnified from any and all liability from the actions of American Municipal Services, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services hereby agrees to indemnify, defend and hold harmless the below named Municipality from and against any and all loses, claims, demands, damages, suits or actions, of whatever type or nature, arising from, or in any way resulting from, or in any way connected with, any activity of American Municipal Services or its agents, attorneys, servants or employees in the handling and/or collecting of the below named Municipality Warrants, Citations or monies.

Agreed to, this the _____ day of _____, 2012.

American Municipal Services:

By: _____

Gregory L. Pitchford, Chief Financial Officer

Municipality Court:

City of Picayune, Mississippi

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SOLID WASTE CONTRACT BY AND BETWEEN CITY OF PICAYUNE AND PROGRESSIVE WASTE SOLUTIONS

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the solid waste services contract by and between the City of Picayune and Progressive Waste Solutions and authorize the Mayor to sign the same.



SOLID WASTE SERVICES CONTRACT

This Contract made this the 20TH day of August, 2013, by and between the City of Picayune, hereinafter called "Owner" and Progressive Waste Solutions of TX, Inc. doing business as a Corporation located in Picayune, Mississippi, hereinafter called the "Contractor".

WITNESSETH, that for and in consideration of the payment and agreements hereinafter mentioned:

SECTION 1: SCOPE OF SERVICE

CONTRACTOR shall perform solid waste collection within the boundaries of the City of Picayune and furnish vehicles, equipment, labor and facilities to collect and haul solid waste and/or rubbish generated by residents and light commercial units within and haul the solid waste to OWNER's designated disposal facility (Waste Management, Inc.'s Central Landfill in Pearl River County, Mississippi). The CONTRACTOR's services shall include at a minimum two times weekly garbage pick-up from each unit, once weekly rubbish/yard debris pick-up from as many units as possible, and once weekly curbside recycling pick-up from each unit.

SECTION 2: COMPENSATION

OWNER hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, in lawful money of the United States, an aggregate sum monthly equaling the total of all homes serviced in the City of Picayune times \$17.39 each, as agreed to between both parties, or such other monthly rate as may become applicable after the expiration of the first two years of the term of this Contract, pursuant to the terms and provisions of *Section 7.00 Rate Adjustments* set forth hereinafter. That on or before the 20th day of each month, CONTRACTOR shall submit an invoice to the OWNER and OWNER shall make payments to the CONTRACTOR on the basis of said invoice for work performed during the preceding calendar month by the 10th of the following month with the exception of disagreements as to

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the invoice amount. No additional work or extras will be done unless the same shall be duly authorized by appropriate action by the OWNER.

SECTION 3: PERFORMANCE BOND

- 3.01 The CONTRACTOR shall provide to OWNER a performance bond in the amount of not less than the billing cost of a six month period, to secure CONTRACTOR's performance of the services described herein.
- 3.02 Premium for the bond described above shall be paid by the CONTRACTOR. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 3.03 The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state.
- 3.04 Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

SECTION 4: TYPE AND DEFINITIONS OF SERVICES TO BE PERFORMED

- 4.01 The OWNER - Shall mean the boundaries of the City of Picayune.
- 4.02 Residential Customer - Residential Customer shall mean any single or multi-family dwelling of twelve or less units not including hotels or motels which require service for solid waste collection or any entity separately billed for residential water and sewer services. In the case of multi unit dwellings, these units will be billed as individual units.
- 4.03 Light Commercial - Light Commercial shall be those commercial units that are licensed and generate less than an average of two (2) yards of waste per week.
- 4.04 Containers - The CONTRACTOR shall within (6) months replace all Carts that are in a state of disrepair; and, shall within (6) months replace all green Carts with a new Cart that is maroon in color. The Cart shall be approximately 96 gallons and shall be maroon in color. Special circumstances involving elderly/handicap residents will require the CONTRACTOR to provide carport/garage service. The OWNER and CONTRACTOR will meet to determine if a resident is eligible for said services. The CONTRACTOR shall provide the OWNER with at least 20 extra carts for the OWNER to keep in inventory at all times. The CONTRACTOR shall maintain all Carts in good working order at all times during the Contract Period. The CONTRACTOR shall be responsible for identifying and repairing damaged carts on a weekly basis. In no case shall a damaged cart remain damaged for more than 14 days from the date of reporting. In the event that the CONTRACTOR does not make the necessary repairs within the time outlined above, or if the CONTRACTOR repeatedly fails to report and repair damaged carts, the City may make the repairs or replacement of the Carts and charge the CONTRACTOR Liquidated Damages as outlined in Section 7.06 of this document. Disposable plastic bags of type and construction for refuse storage and disposal are acceptable for use as an overflow to the carts.
- 4.05 Units - The term "unit", when used in this Contract, shall mean one stop for service by the CONTRACTOR at a residential or light commercial establishment, with the total units representing the total separate stops/services rendered by the CONTRACTOR within the

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OWNER's jurisdiction. The term "unit" shall not include a commercial establishment with a separate contract with CONTRACTOR, a vacant residential or commercial establishment, or other properties not requiring service.

- 4.06 Solid Waste - Solid waste shall consist of all garbage, tree trimmings, residential trash, bulky waste and rubbish as hereinafter defined.
- 4.07 Garbage - Garbage shall include and mean all residential accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking or dealing in, or storage of meats, fish, fowl, fruit, vegetables and other matter of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gases and odors, of which, for flies and/or other germ-carrying insects, bottles, cans or containers which, due to their ability to retain water, may service as breeding place for mosquitoes or other water-breeding insects.
- 4.08 Tree trimmings - Every waste accumulation of palm fronds, tree branches, parts of trees, bushes or shrubs, green leaf cuttings, fruits or other matter usually creating refuse in the care of trees and large bushes.
- 4.09 Residential trash - Unless specifically provided to the contrary, the term shall include and mean all household trash, and garden and yard trash that can be deposited in garbage containers as defined in section 4.04 of this document.
- 4.10 Rubbish/Yard Debris - The term "rubbish" includes, but is not limited to non-putrescible solid waste. Combustible rubbish includes paper, wool, yard trimmings, leaves and similar materials. Tree trimmings, branches, leaves, grass trimmings, automobile parts, furniture and other waste matter other than construction debris, dead animals or hazardous waste shall be considered as Yard Debris.
- 4.11 Recyclables - Recyclables shall include aluminum beverage cans, commingled plastic beverage containers including PET/HDPE, tin cans/bi-metallic cans, newspaper and newspaper inserts, and magazines.
- 4.11 Excluded waste - Waste excluded from this agreement includes hazardous waste, biomedical waste, whole trees, car batteries, dead animals, tires and white goods, such as stoves, refrigerators, water heaters, washing machines.
- 4.12 Producer - An occupant of a residential unit or light commercial business who generates waste, to be dealt with under the terms of this contract.
- 4.13 Construction debris shall not be collected under this Contract - Waste building material resulting from construction, remodeling, repair or demolition operations shall not be collected under this Contract.

SECTION 5: EXECUTION OF SERVICES

- 5.01 Garbage Pick-Up - The CONTRACTOR shall pick-up garbage at all units twice weekly. While at each unit, the CONTRACTOR shall remove all bagged items at the unit, return

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the cart and/or cans to the curb side position and make sure the site is clean prior to moving to the next unit. The CONTRACTOR shall establish a route and schedule that covers the entire City in two (2) days. Each unit shall be on either a Monday and Thursday pick-up schedule or a Tuesday and Friday pick-up schedule. This schedule shall be established prior to the Contract commencement date and the CONTRACTOR shall assist the OWNER in notifying the residents of the new pick-up schedule. In the event the CONTRACTOR fails to complete the twice weekly garbage pick-up within the timeline outlined in this Contract, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.

- 5.02 Rubbish/Yard Debris Pick-Up – The CONTRACTOR in good faith shall endeavor to pick-up rubbish/yard debris at as many units as possible, once weekly. The CONTRACTOR shall communicate with the OWNER on a weekly basis to collect address information for residents who called the City directly in regards to Rubbish/Yard Debris Pick-Up. The CONTRACTOR shall be responsible for removing all rubbish/yard debris that is placed at each unit on a weekly basis. Contractor shall clean/dress up all yard disturbances from the collection of rubbish/yard debris. Yard shall not be left in a condition that is not mowable. At no time shall the CONTRACTOR be responsible for removing rubbish/yard debris that exceeds a pile size of approximately 20' long, 6' wide, and 5' high (600 cubic feet) at a given unit in a given week. In the event the CONTRACTOR identifies a unit where the amount of debris exceeds the quantity listed above, the CONTRACTOR shall provide the OWNER with the address of the unit for the OWNER to investigate. If the OWNER determines that the quantity of debris is within the amount required to be removed by the CONTRACTOR under this Contract, the CONTRACTOR shall promptly return to the unit and remove the identified debris. If the OWNER determines that the quantity of debris exceeds the quantity required to be removed by the CONTRACTOR under this Contract, the CONTRACTOR shall not be responsible for removing the identified debris. In the event the CONTRACTOR fails to identify any units with rubbish/yard debris or the CONTRACTOR identifies the debris, but fails to remove the debris in the timeline required by this Contract, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.03 Curbside Recycling – The CONTRACTOR shall provide each unit with a recycle bin approximately 18 gallons in size and provide once weekly collection of recyclables from each unit. The collection of recyclables shall coincide with either the Monday/Thursday garbage pick-up schedule or Tuesday/Friday garbage pick-up schedule for each unit. The CONTRACTOR may elect to pick-up recyclables twice weekly at no additional cost to the OWNER. In the event the CONTRACTOR fails to complete the Curbside Recycling pick-up within the timeline outlined in this Contract, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.04 Special Event Services – The OWNER periodically has a need for Waste related services related to Special Events within the City. The CONTRACTOR shall provide the services identified for each event listed below:

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the cart and/or cans to the curb side position and make sure the site is clean prior to moving to the next unit. The CONTRACTOR shall establish a route and schedule that covers the entire City in two (2) days. Each unit shall be on either a Monday and Thursday pick-up schedule or a Tuesday and Friday pick-up schedule. This schedule shall be established prior to the Contract commencement date and the CONTRACTOR shall assist the OWNER in notifying the residents of the new pick-up schedule. In the event the CONTRACTOR fails to complete the twice weekly garbage pick-up within the timeline outlined in this Contract, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.

- 5.02 Rubbish/Yard Debris Pick-Up – The CONTRACTOR in good faith shall endeavor to pick-up rubbish/yard debris at as many units as possible, once weekly. The CONTRACTOR shall communicate with the OWNER on a weekly basis to collect address information for residents who called the City directly in regards to Rubbish/Yard Debris Pick-Up. The CONTRACTOR shall be responsible for removing all rubbish/yard debris that is placed at each unit on a weekly basis. Contractor shall clean/dress up all yard disturbances from the collection of rubbish/yard debris. Yard shall not be left in a condition that is not mowable. At no time shall the CONTRACTOR be responsible for removing rubbish/yard debris that exceeds a pile size of approximately 20' long, 6' wide, and 5' high (600 cubic feet) at a given unit in a given week. In the event the CONTRACTOR identifies a unit where the amount of debris exceeds the quantity listed above, the CONTRACTOR shall provide the OWNER with the address of the unit for the OWNER to investigate. If the OWNER determines that the quantity of debris is within the amount required to be removed by the CONTRACTOR under this Contract, the CONTRACTOR shall promptly return to the unit and remove the identified debris. If the OWNER determines that the quantity of debris exceeds the quantity required to be removed by the CONTRACTOR under this Contract, the CONTRACTOR shall not be responsible for removing the identified debris. In the event the CONTRACTOR fails to identify any units with rubbish/yard debris or the CONTRACTOR identifies the debris, but fails to remove the debris in the timeline required by this Contract, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.03 Curbside Recycling – The CONTRACTOR shall provide each unit with a recycle bin approximately 18 gallons in size and provide once weekly collection of recyclables from each unit. The collection of recyclables shall coincide with either the Monday/Thursday garbage pick-up schedule or Tuesday/Friday garbage pick-up schedule for each unit. The CONTRACTOR may elect to pick-up recyclables twice weekly at no additional cost to the OWNER. In the event the CONTRACTOR fails to complete the Curbside Recycling pick-up within the timeline outlined in this Contract, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.04 Special Event Services – The OWNER periodically has a need for Waste related services related to Special Events within the City. The CONTRACTOR shall provide the services identified for each event listed below:

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Great American Cleanup (April) – 8 @ 30 Cubic Yard Roll-Off Containers
Boley Creek Clean-Up (April) – 2 @ 30 Cubic Yard Roll-Off Containers
Christmas Parade (December) – 2 Porta-Lets

The CONTRACTOR shall absorb the costs associated with providing these services to the OWNER in the unit price for twice weekly garbage collection.

SECTION 6: TERMS OF AGREEMENT

This Agreement shall be for four (4) years, commencing September 1, 2013 and extending through August 31, 2017. The OWNER shall have the right to renew this Contract upon mutually agreeable terms, by submitting written intent at least six (6) months prior to the expiration of the contract. It is understood the term of this Contract does not bind any successors to the City Council beyond June 30, 2017, and that any continuation of this Contract is subject to approval of the incoming City Council who take office July 1, 2017.

6.01 All Notices for the OWNER shall go to:
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Attention: City Manager

All Notices for the CONTRACTOR shall go to:

6.02 Mail Notification - All notices shall be given via U. S. certified mail return receipt requested, postage prepaid. The date of the postmark of the envelope containing the notice shall be taken and conclusively treated as the date of the receipt by party receiving said notice provided said envelope is correctly addressed.

SECTION 7: RATE ADJUSTMENTS

After the first two (2) years of this Contract the unit price charged to the OWNER by the CONTRACTOR may be increased or decreased by the same percentage as the Consumer Price Index has increased or decreased during the prior calendar year; provided, however, that no single annual CPI increase shall exceed 5%. For purposes of this Contract, Consumer Price Index (CPI) shall mean the Consumer Price Index, U.S. City Average, All Urban Consumers, (1982-84=100) as published by the Bureau of Labor Statistics of the Department of Labor.

In the event it becomes necessary for CONTRACTOR to dispose of OWNER's waste at a facility other than the Central Landfill, OWNER shall provide CONTRACTOR with at least sixty (60) days advance notice. Thereafter, OWNER shall be responsible for any increased costs associated with the disposal of

REGULAR MEETING AUGUST 20, 2013

OWNER's waste including higher disposal rates and additional transportation costs. It is understood and agreed to between the Parties, that should the Contractor no longer be able to dump at the Central Landfill in Pearl River County, Mississippi, as a result of the intentional misconduct of said Contractor, then, in that event, it is agreed the rates established pursuant to this Contract shall not be increased to account for an increase in the Contractor's performance as set out in this Contract.

- 7.01 Service Schedule - A CONTRACTOR shall establish a schedule and maintain it as routinely as possible so as to assure that the services described in Section 1 "Scope of Service" are furnished. Such collection schedule shall be approved by the City Manager and shall not provide for residential collections prior to 6:30 a.m. or later than 7:30 p.m. in residential areas.

The following holidays may be observed by the CONTRACTOR.

New Years Day	Independence Day
Christmas Day	Thanksgiving Day

Peak periods of heavy debris will be from October 15 to February 28 for the Fall Season and April 15 to May 30 for the Spring Season. CONTRACTOR shall provide and advertise revised collection schedules if needed during these peak seasons.

- 7.02 Makeup days - The CONTRACTOR shall schedule a makeup day for areas with once per week service.

Public notice shall be given to take the above holidays.
Notice shall include a display advertisement in the weekend edition of the Picayune Item prior to the holiday.
No collection will be made on Sunday.

- 7.03 Location of pick-up - City pick-ups will be within five (5) feet from the curb line and items will not be behind fences so that it will be accessible to the CONTRACTOR.

- 7.04 Route - CONTRACTOR shall establish routes and maintain until proper notification is given of changes.

- 7.05 Complaints - Any and all complaints received by the OWNER or its agents will be forwarded to the CONTRACTOR's representative for handling. If possible those complaints should be handled on the date of the report or no longer than twenty-four (24) hours from the time of complaint. Those complaints directed to the CONTRACTOR shall be handled in the same manner. The CONTRACTOR shall provide a local number for complaints and a dispatcher to receive and forward to appropriate personnel for handling.

- 7.06 Liquidated Damages - The OWNER reserves the right to self perform any work associated with this Contract that is not performed by the CONTRACTOR in the times, schedules, or frequencies required by this Contract. This includes, but is not limited to the following: repair or replacement of carts not repaired by CONTRACTOR, pick-up of garbage missed by CONTRACTOR, pick-up of rubbish missed by CONTRACTOR, or any other service

REGULAR MEETING AUGUST 20, 2013

required by the OWNER to complete the duties of the CONTRACTOR under this Contract. The OWNER shall itemize each charge by the labor and equipment required to complete each task. These charges shall include all overhead and fringe benefits for labor activities and all maintenance, operation costs, parts and tipping fees associated with equipment use. These charges, if any, shall be calculated by the OWNER monthly and deducted from the CONTRACTOR'S monthly invoice. The OWNER shall have the sole responsibility to determine when Liquidated Damages are to be charged to the CONTRACTOR.

SECTION 8: INDEMNITY CLAUSE

The CONTRACTOR shall indemnify, save harmless, and exempt the OWNER, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage, costs, expenses and attorney's fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the CONTRACTOR, its officers, servants and employees; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses and attorney's fees arising out a willful or negligent act or omission of the OWNER, its officers, agents, servants and employees.

SECTION 9: CONTRACTOR'S EQUIPMENT

- 9.01 CONTRACTOR guarantees each of its collection vehicles to be maintained in a physically sound, clean, painted manner at all times. Containers furnished to commercial or residential customers are to be maintained in the same manner. Sufficient spare vehicles and containers will be available at all times to insure efficient, prompt and orderly collection of waste provided in this Contract to the OWNER. Vehicles shall be of sound construction and operated to prevent loss of liquids or solid waste to minimize health and safety hazards.
- 9.02 Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly, the company name, telephone number, and the number of the vehicle printed in letters not less than five (5) inches high on each side of the vehicle; and all vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. No advertising shall be permitted on vehicles unless said advertisement is of a public service nature and receives prior approval from the OWNER.
- 9.03 Each vehicle shall be equipped with a solid cover for residential collection. Covers of other types of vehicles may be net with mesh not greater than one and one-half (1 ½) inches or a tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal point, during loading operation or when parked if contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from CONTRACTOR's vehicles for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose. Additionally, such vehicles shall be equipped and operated according to State Law. Notwithstanding the foregoing provisions, CONTRACTOR shall assure that all garbage, litter or debris transported by

REGULAR MEETING AUGUST 20, 2013

CONTRACTOR to Central Landfill in the Millard Community of Pearl River County, Mississippi shall be hauled in vehicles properly covered by tarp or other similar cover.

Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant at least once a week. Also, they shall be washed on the outside and painted or repaired as often as necessary to keep them in neat, clean and sanitary condition.

CONTRACTOR's vehicles are not to interfere with vehicular or pedestrian traffic, and vehicles are not to be left standing on a street unattended except as made necessary by loading operations.

- 9.04 The OWNER reserves the right to inspect the CONTRACTOR's equipment at any time it desires during normal business hours of the CONTRACTOR. The OWNER will notify the CONTRACTOR of any equipment that it determines is in unsatisfactory condition.

The CONTRACTOR is required to assure that the employees working under this contract shall be neat in appearance and be required to wear a clean uniform bearing the company's name and employee's name. This requirement will only be required for employees who have completed the normal probation period by the CONTRACTOR.

- 9.05 OWNER shall have the authority at any time during the term of this Contract to require CONTRACTOR to add, repair or replace equipment if in OWNER's judgment such action is necessary for the fulfillment of this Contract. If on receipt of such order/request, CONTRACTOR fails to comply within sixty (60) days, such failure shall constitute a breach of this Contract and the OWNER shall have the right to deduct from any compensation due to the CONTRACTOR under this Contract the sum of \$1,000.00 in the form of liquidating damages for each day that CONTRACTOR fails to comply with such order/request.

SECTION 10: OFFICE

The CONTRACTOR shall provide for an office area which shall be open for business each working day from 8:00 a.m. to 5:00 p.m.

- 10.01 Telephone Equipment - The CONTRACTOR shall provide adequate telephone service for communication by the public. A minimum of two telephone lines will be located in the general office by the CONTRACTOR. The telephone located in the office shall be manned during all normal working hours and listed in the local directory. All telephone lines will be local or toll free listings.

SECTION 11: CUSTOMER COUNT

A joint count of units for collection shall be done by a representative of the OWNER and CONTRACTOR prior to beginning the service and on or before each anniversary date thereafter.

SECTION 12: INSURANCE

REGULAR MEETING AUGUST 20, 2013

The CONTRACTOR shall at all times during the Contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability coverage for indemnity provided in Section 8.00. All insurance shall be by an insurer or insurers qualified to do business in the State of Mississippi and shall be in limits hereinafter set out and, where appropriate, will contain a waiver of subrogation in favor of the OWNER. Upon execution of this Contract, and at all times while it remains in force, the CONTRACTOR shall furnish the OWNER with certificate or other evidence satisfactory to the OWNER that such insurance is in force.

12.01 The CONTRACTOR shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
except automobile	\$500,000 aggregate
Property Damage Liability	\$500,000 each occurrence
except automobile	\$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person
Excess Umbrella Liability	\$500,000 each occurrence

12.02 In all policies, the OWNER shall be named as an additional insured at no cost to the OWNER, to the extent of liability of the CONTRACTOR under this Contract.

12.03 Should the CONTRACTOR fail to provide or maintain any of the above listed insurance items in the amount shown, the OWNER, at the OWNER's sole discretion, may secure the same and claim such amount against any sum due to the CONTRACTOR under this Contract.

12.04 Workman's Compensation Insurance - CONTRACTOR will provide and maintain during the life of this Contract workmen's compensation insurance in accordance with the laws of the State of Mississippi and a certificate thereof shall be filed with the City Clerk, City of Picayune by the insurance carrier showing such insurance to be in full force at all times.

SECTION 13: FORCE MAJEURE

From and after the commencement date of this Contract, CONTRACTOR's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a natural disaster as defined or declared by appropriate State or Federal agencies. In the event of such natural disaster occurring, the collection of additional volumes of yard waste/debris generated by such natural disaster is not included in the rates set forth in this Contract. In the event the OWNER is impacted by such natural disaster, the CONTRACTOR shall be entitled to additional compensation for the collection and disposal of such waste if not removed by a separate person or entity pursuant to a separate contract. CONTRACTOR is expected to resume normal collection as soon as possible following the occurrence of a natural disaster.

SECTION 14: COMPLIANCE WITH THE LAW

The CONTRACTOR shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the terms and conditions of this Contract shall govern the CONTRACTOR where there exist any conflicting ordinances of the OWNER on the subject.

Any waiver of any breach of covenants herein contained to be kept and performed by the CONTRACTOR shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the OWNER from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

SECTION 15: DISCONTINUED SERVICE AND OTHER BREACH OF THE CONTRACT

- A. If the CONTRACTOR fails to provide the refuse services required by this agreement for a period in excess of five (5) consecutive, scheduled working days, the OWNER may take any of the following actions:
1. At its option, take possession of all of the CONTRACTOR's equipment and facilities used in performance of this Contract. That upon written demand by the Owner, Contractor shall surrender any and all equipment and access to any facilities used to perform Contract. Parties agree this provision may be enforced through the entry of an injunction by a Court of competence jurisdiction located in Pearl River County, Mississippi.
 2. Employ such means as it may deem advisable and appropriate to continue work until such matter is resolved and the CONTRACTOR is again able to carry out his operations under this Contract.
 3. Deduct any and all operating expenses incurred by the OWNER from any money then due or to become due the CONTRACTOR, collect the amount due, either from the CONTRACTOR or surety or both and also to assert a lien on all properties of the CONTRACTOR.
 4. During such period, the liability of the OWNER of the CONTRACTOR for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
 5. If CONTRACTOR is unable, for any cause, to resume performance at the end of 30 days, all liability of the OWNER to the CONTRACTOR under this agreement shall cease and the OWNER shall be free to negotiate with other CONTRACTORs for the operation of said refuse service and/or take the actions provided below for bankruptcy, default, breach of agreement.
- B. In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate and in no event shall this Contract be, or be treated as, an asset of CONTRACTOR after adjudication of bankruptcy. If CONTRACTOR shall be proven insolvent, or fail in business, this Contract may be terminated at the option of the OWNER.

REGULAR MEETING AUGUST 20, 2013

- C. In the event of termination of the Contract for breach, default or bankruptcy as specified above, the OWNER shall have the right to forthwith take possession of all the CONTRACTOR's equipment, facilities and records used in performance of this Contract. (Trucks used by CONTRACTOR must be purchased and not leased.)
1. The OWNER shall have the right to retain possession of said equipment, facilities and records until other such items can be acquired by the OWNER for operation of the system or another CONTRACTOR is engaged to perform the service.
 2. The OWNER shall have the right at its option to purchase CONTRACTOR's equipment and facilities at the depreciated fair market value thereof.
 3. The OWNER shall pay CONTRACTOR the reasonable rental value of such equipment and facilities during the time such items are used by the OWNER should the OWNER elect not to purchase. Liability of the OWNER to the CONTRACTOR during this period shall be that of a bailee for hire, ordinary wear and tear specifically exempt from such liability.
- D. Should it become necessary for the OWNER to employ an attorney to enforce the provisions of this Contract, the CONTRACTOR shall be responsible for the payment of reasonable attorney fees.

SECTION 16: TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

SECTION 17: ASSIGNABILITY OF CONTRACT

No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR, either voluntarily or by any process of law and shall not be or come under the control of the creditors or trustee(s) of CONTRACTOR in case of bankruptcy or insolvency of CONTRACTOR, without the express prior written consent of the OWNER, which consent shall not be unreasonable withheld. Regardless of any such assignment, the original CONTRACTOR shall always be permanently bound and responsible for the performance of all obligations under this Contract.

SECTION 18: ANNEXED AREAS OR NEW DEVELOPMENT

REGULAR MEETING AUGUST 20, 2013

- A. The CONTRACTOR shall within thirty (30) days of notification by the OWNER provide refuse service of the same frequency and quality as provided to other areas of the OWNER to newly annexed areas.
- B. As new homes are constructed and occupied within the corporate limits, the CONTRACTOR shall after proper notification by the OWNER provide refuse service as required by the Contract on the next scheduled day of collection following notification.
- C. The CONTRACTOR shall be responsible for notifying the OWNER of all collection locations being serviced, which do not appear on the billing register. Such notification shall be required for the CONTRACTOR to receive payment for the collection services rendered to that location. Failure of the CONTRACTOR to notify the OWNER shall remove any obligation on the part of the OWNER to pay the CONTRACTOR any monies for services rendered at those locations for which proper notification has not been made.
- D. The method of payment shall be based on a house count by an employee of the OWNER and a representative of the CONTRACTOR. All houses not vacant shall be counted and all businesses using curbside pickup under this Contract shall be counted. The count shall be increased whenever an annexation requires it and shall be redone at annual intervals.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in three (3) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF PICAYUNE (OWNER):
BY: Edward Ponso
WITNESS: Amber Holt

PROGRESSIVE WASTE SOLUTIONS OF TX, INC.(CONTRACTOR):
BY: _____
WITNESS: _____



The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Steven and Breland

VOTING NAY: Council Member Gouguet

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING FOR FY 2013-2014 BUDGET

Motion was made by Council Member Gouguet, seconded by Council Member Valente to open the public hearing on the FY 2013-2014 Budget.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE THE PUBLIC HEARING FOR FY 2013-2014 BUDGET

Motion was made by Council Member Gouguet, seconded by Council Member Valente to close the public hearing on the FY 2013-2014 Budget.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE APPLICATION FOR WAL-MART GRANT FOR RECREATIONAL DEPARTMENT IMPROVEMENTS

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve application for Wal-Mart grant for \$2,500 for recreational department improvements and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTIONS TO ASSESS TAX LIENS ON LISTED PARCELS FOR PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve Resolutions to assess tax liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerk's office for the listed parcels and to impose penalty as per House Bill 768 July 1, 2009 and authorize Mayor and City Clerk .

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: Williams Avenue,
Picayune, Ms 39466
Owner: Victory Temple
Worship Center**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, October 2, 2012 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 023947

Parcel Number: 6176150010500300

Deed Book/Page: 580/370

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

- 1. Labor costs \$233.96**
- 2. Fuel costs \$6.32**
- 3. Costs of Equipment \$233.97**
- 4. Administrative Costs \$400.00**
- 5. Dump fees \$25.75**

Total: \$900.00

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$900.00, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$900.00 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2013.


MAYOR

ATTEST:


CITY CLERK

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: Taylor
Street,
Picayune, Ms 39466
Owner: Pearlie Mae Haralson**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, June 5, 2012 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 024595

Parcel Number: 6175150040401700

Deed Book/Page: 115/292

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

- 1. Labor costs \$221.84**
 - 2. Fuel costs \$6.32**
 - 3. Costs of Equipment \$221.84**
 - 4. Administrative Costs \$400.00**
 - 5. Dump fees \$0**
- Total: \$850.00**

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$850.00, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$850.00 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2013.


MAYOR



ATTEST:

CITY CLERK

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: 719
Cayten Street,
Picayune, Ms 39466
Owner: Mary J Smith**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, August 7, 2012 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 022023

Parcel Number: 6171110010305600

Deed Book/Page: 164/127

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

- 1. Labor costs \$163.39**
 - 2 Fuel costs \$6.32**
 - 3. Costs of Equipment \$163.40**
 - 4. Administrative Costs \$400.00**
 - 5. Dump fees \$16.89**
- Total: \$750.00**

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$750.00, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$750.00 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

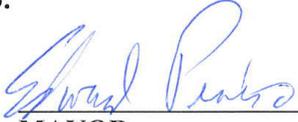
The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2013.



MAYOR

ATTEST:



CITY CLERK

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: 500 Highway 11 South,
Picayune, Ms 39466
Owner: Rodney Fontenot &
April Jones**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, August 7, 2012 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 024546

Parcel Number: 6175150040201900

Deed Book/Page: 0982/0623

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

- 1. Labor costs \$321.85**
 - 2 Fuel costs \$6.32**
 - 3. Costs of Equipment \$321.83**
 - 4. Administrative Costs \$400.00**
 - 5. Dump fees \$0**
- Total: \$1,050.00**

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$1,050.00, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$1,050.00 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2013.


MAYOR

ATTEST:


CITY CLERK

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: 414
Fifth Avenue
Picayune, Ms 39466
Owner: Mary A Penouilh**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, August 16, 2011, and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 023823

Parcel Number: 6175150010202300

Deed Book/Page: 272/462

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

- 1. Labor costs \$89.00**
 - 2. Fuel costs \$11.00**
 - 3. Costs of Equipment \$150.00**
 - 4. Administrative Costs \$400.00**
 - 5. Dump Fees \$0**
- Total: \$650.00**

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$650.00, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$650.00, be, and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by,

The following roll call was taken:

VOTING YEA:

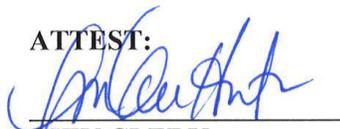
VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the _____ day of, _____, A.D., 2012



MAYOR

ATTEST:


CITY CLERK

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: 316 Third Street,
Picayune, Ms 39466
Owner: Gail Bonomo**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, December 4, 2012 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss. Code Ann. with regards to such real property located within the corporate

limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 026401

Parcel Number: 6176140020500500

Deed Book/Page: 847/256

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

1. Labor costs \$300.00
 2. Fuel costs \$63.20
 3. Costs of Equipment \$320.00
 4. Administrative Costs \$400.00
 5. Dump fees \$17.31
- Total: \$1,100.51

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$1,100.51, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$1,100.51 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2013.


MAYOR

ATTEST:


CITY CLERK

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property: Goodyear
Boulevard,
Picayune, Ms 39466
Owner: G4 LLC**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, July 17, 2012 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss.

Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range:

PIN#: 023848

Parcel Number: 6175150010301100

Deed Book/Page: 1011/0137

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

- 1. Labor costs \$271.88**
 - 2 Fuel costs \$6.32**
 - 3. Costs of Equipment \$209.34**
 - 4. Administrative Costs \$400.00**
 - 5. Dump fees \$0**
- Total: \$887.54**

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$887.054, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$887.54 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and

further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2013.


MAYOR

ATTEST:


CITY CLERK

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Council Member Valente

The motion was declared carried.

APPROVE HOME OCCUPATION LICENSE AT 2815 NINA DRIVE

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request from Keyiona Refuge for a Home Occupation License at 2815 Nina Drive for the purpose of office space for her community service business.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE HOME OCCUPATION LICENSE AT 1234 STEMWOOD DRIVE

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve request from Jeff Samples for a Home Occupation License at 1234 Stemwood Drive for the purpose of office space for Offshore Consulting.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DENY REQUEST FROM JOHN PITRE TO RE-SUBDIVIDE ONE PARCEL INTO TWO PARCELS LOCATED AT 921 IDELWILD DRIVE

Motion was made by Council Member Gouquet, seconded by Council Member Stevens to deny request from John Pitre to re-subdivide one parcel into two parcels located at 921 Idlewild Drive which is zoned R-1.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT OFFER FROM MAC'S CONSTRUCTION FOR MITIGATION DRAINAGE AT NEW CITY HALL

Motion was made by Council Member Gouquet, seconded by Council Member Breland to accept offer from MAC'S Construction of a \$10,000.00 credit for mitigation of drainage at new City Hall.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM DAVID AND JOAUN LEE TO PROVIDE CITY WATER SERVICE TO THEIR PROPERTY ON KOCH RD

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve request from David and Joaun Lee to provide City water service to their property adjacent to 207 Koch. Rd.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CHIEF BRYAN DAWSEY, MAJOR RICKY FRIERSON AND CITY MANAGER JIM LUKE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize out of state travel for Chief Bryan Dawsey, Major Ricky Frierson and City Manager Jim Luke to attend ROCIC Training Conference October 27-30, 2013 in Shreveport, LA.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Breland, seconded by Council Member Gouguet to enter executive session to discuss a possible litigation matter.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT EXECUTIVE SESSION

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE AD VALOREM TAX EXEMPTION EFFECTIVE 2013 TAX YEAR FOR PROPERTY LEASED BY THE WAY AT PICAYUNE MUNICIPAL AIRPORT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve ad valorem tax exemption effective for 2013 tax year provided qualifications are met under Fixed Based Operator guidelines.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Valente, seconded by Council Member Stevens to adjourn until Tuesday, September 3, 2013 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk