

**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, September 17, 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 Valente, seconded by Council Member Gouguet to approve the Minutes of the City of Picayune dated September 3, 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 AUGUST 2013**

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

REGULAR MEETING SEPTEMBER 17, 2013

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

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Dep 368673	8/05/2013	GENERAL FUND - Mail - Is OPERATING		Check		10868		PIT STOP	2013-2014 PRIV	35.00	8/09/2013
Dep 368823	8/06/2013	GENERAL FUND - Mail - Is OPERATING		Check		29848		A N P AUTO SALES,	2013-2014 PRIV LICENSE	21.67	8/09/2013
Dep 369229	8/07/2013	GENERAL FUND - Mail - Is OPERATING		Cash		29858		ORIENTAL MARTIAL ARTS COLLEGE	2013-2014 PRIV LICENSE	20.00	8/09/2013
Dep 369237	8/07/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003243	15321		SAM'S JOB SITE	2013-2014 PRIVILEGE LICENSE	152.00	8/09/2013
Dep 369817	8/08/2013	GENERAL FUND - Mail - Is OPERATING		Cash		27722		DUNN'S AUTO SALES LLC,	2013-2014 PRIV LICENSE	20.00	8/09/2013
Dep 369825	8/08/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001118	27739		ZOE GRIFFING	2013-2014	20.00	8/09/2013
Dep 369836	8/08/2013	GENERAL FUND - Mail - Is OPERATING		Check	0008595	26010		ROY L. WILSON PRINTING	2013-2014 PRIV LICENSE	20.00	8/09/2013
Dep 369876	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000368	27740		GROVER THE PLUMBER	2013-2014 PRIV LICENSE	20.00	8/12/2013
Dep 369700	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0027363	26580		BUY LOW AUTO PARTS, INC.	2013-2014 PRIV LICENSE	25.00	8/12/2013
Dep 369722	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Cash		11945		ENGINE WORLD OF MS LLC	2012-2013 PRIV LICENSE	24.00	8/12/2013
Dep 369725	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Cash		11945		ENGINE WORLD OF MS LLC	2013-2014 PRIV LICENSE	20.00	8/12/2013
Dep 369743	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001180	27921		PECAN GROVE TRAILER PARK	2013-2014 PRIV LICENSE	20.00	8/12/2013
Dep 369744	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003776	29189		ICE HOUSE/D ALLEN GOFF,	2013-2014 PRIV LICENSE	30.00	8/12/2013
Dep 369852	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0124600	03445		PUTNAM AUTO PARTS, INC	2013-2014 PRIV LICENSE	30.00	8/12/2013
Dep 369855	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004438	27778		CARR INSURANCE AGENCY LLC	2013-2014 PRIV LICENSE	20.00	8/12/2013
Dep 369881	8/09/2013	GENERAL FUND - Mail - Is OPERATING		Check	0014468	27736		TROY G FLOWERS SR	2013-2014 priv license	20.00	8/12/2013
Dep 369936	8/12/2013	GENERAL FUND - Mail - Is OPERATING		Cash		28694		PLATINUM CUTS	2013-2014	20.00	8/13/2013
Dep 369974	8/12/2013	GENERAL FUND - Mail - Is OPERATING		Cash		29157		7 KETTLE CHECK ADVANCE	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 369999	8/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001620	11163		HERITAGE INN	2013-2014 PRIV LICENSE	30.00	8/13/2013
Dep 370652	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0018975	27735		PROFESSIONAL REALTY	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370653	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002110	04777		BERRY VETERINARY CLINIC	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370654	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0008132	25815		LAWN MOWER & SMALL ENGINE SERVICE, INC	2013-2014 PRIV LICENSE	62.50	8/13/2013
Dep 370655	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0006190	01621		FRED'S WESTSIDE PHARM	2013-2014 PRIV LICENSE	40.00	8/13/2013
Dep 370656	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009132	20037		CITY CARPETS, INC.	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370657	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001617	16517		NAMIAS, RAYMOND J	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370666	8/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0014825	05590		JIMMY STOCKSTILL MOTOR	2013-2014 PRIV LICENSE	20.00	8/13/2013

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**City of Picayune**  
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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	We
										Deposit	Date
Dep 370668	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001186	19081		PICTURE IT GALLERY	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370670	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001349	27802		FINANCE ONE INC	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370672	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0004321	25606		CAROLYN TERRY PHOTOGRAPHY	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370675	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002104	26987		NORTH 11 DINER,	2013-2014 PRIV LICENSE	20.00	8/13/2013
Dep 370680	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001741	24768		LAMONTE'S COFFEE TIME,	2013-2014 PRIV LICENSE	40.00	8/13/2013
Dep 370842	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0026860	06110		FORD REALTY	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370843	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001706	26597		PICAYUNE SMILES,	2013-2014 PRIV LICENSE	30.00	8/14/2013
Dep 370844	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002119	27844		LEE, JASON O	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370845	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0004978	27723		EXECUTIVE CONTRACTING INC	2013-2014 PRIV LICENSE	30.00	8/14/2013
Dep 370846	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002877	27724		EXECUTIVE REAL ESTATE INC	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370847	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003523	19667		C2 INVESTMENTS, INC	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370849	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0018441	25789		JAMES FURNITURE INC.	2013-2014 PRIV LICENSE	32.50	8/14/2013
Dep 370850	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0011430	13082		WALLEY, BILLY W	2013-2014 PRIV LICENSE	25.00	8/14/2013
Dep 370852	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0010624	13601		PARKER, ATTN, ANNE	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370853	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0010939	00220		MARIE LOHNES, DR	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370855	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0032934	19533		LUDWICK L KARE-IN-HOME HEALTH SERVICES INC	2013-2014 PRIV LICENSE	30.00	8/14/2013
Dep 370857	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000470	19107		BEAUTY BOX, THE	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370875	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003723	16545		PICAYUNE TAEKWONDO INC	2013-2014 PRIV LICENSE	20.00	8/14/2013
Dep 370876	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002758	27725		FUNDS MANAGEMENT	2013-2014 priv license	20.00	8/14/2013
Dep 370877	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0006393	06105		DAYS INN	2013-2014 priv license	30.00	8/14/2013
Dep 370895	8/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000494	29471		DISCOUNT ZONE LLC,	2013-2014 PRIV LICENSE	35.00	8/14/2013
Dep 371036	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0031717	00247		AMERICAN CRESNT ELEVATOR MFG CORP	2013-2014 PRIV LICENSE	80.00	8/15/2013
Dep 371039	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000615	27779		CAUCHEMAR OPTICAL LLC	2013-2014 PRIV LICENSE	25.00	8/15/2013
Dep 371044	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0012034	19865		WAREHOUSE DISCOUNT GROCERY (1)	2013-2014 PRIV LICENSE	40.00	8/15/2013
Dep 371046	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0012770	18276		PICAYUNE FUNERAL HOME	2013-2014 PRIV LICENSE	50.00	8/15/2013
Dep 371048	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001148	27742		PICAYUNE PETROLEUM	2013-2014 PRIV LICENSE	65.00	8/15/2013

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Dep 371049	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0007773	13690		GARRETT, CHERYL	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371050	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0007755	27761		DAVID P SCHWARZ	2013-2014 PRIV LICENSE	62.50	8/15/2013	
Dep 371051	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009259	05576		ODPC	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371058	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0007931	25995		CENTRAL FINANCIAL SER	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371087	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002723	29737		XPRESS COPY CENTRE	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371093	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002723	26964		TRAN AUTO SALES, LLC	2013-2014 PRIV LICENSE	35.00	8/15/2013	
Dep 371144	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003425	01919		ASIAN SQUARE, INC.	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371147	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002660	29456		HOWELL, JOHN A	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371149	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002849	27728		PEARL RIVER COUNTY BOARD OF REALTORS	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371151	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002593	26506		GOUQUET, MARILYN	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371152	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0034733	06269		SUPER SOAKER EXPRESS #2	2013-2014 PRIV LICENSE	30.00	8/15/2013	
Dep 371153	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0007353	27782		BILLS QUICK STOP #3	2013-2014 PRIV LICENSE	47.50	8/15/2013	
Dep 371156	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0007353	27783		JIMMY'S MINI STORAGE NORTH	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371157	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0006505	05770		JIMMY'S MINI STORAGE SOUTH	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371159	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002533	19707		SAAR(1), LARRY N	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371160	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0019905	27794		PATRICK C ECK DDS LLC	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371161	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0013607	27785		CPP LLC	2013-2014 PRIV LICENSE	30.00	8/15/2013	
Dep 371162	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002551	16267		PICAYUNE MOTEL	2013-2014 PRIV LICENSE	30.00	8/15/2013	
Dep 371163	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0010072	29069		GUY'S SUPER SOAKER	2013-2014 PRIV LICENSE	20.00	8/15/2013	
Dep 371164	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002482	26085		PICAYUNE FAMILY CARE CENTER	2013-2014 PRIV LICENSE	30.00	8/15/2013	
Dep 371216	8/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002469	26492		AXCESS MEDICAL CENTER	2013-2014 PRIV LICENSE	30.00	8/15/2013	
Dep 371319	8/15/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		26307		CURTIS'S AUTO REPAIR	2013-2014 PRIV LICENSE	30.00	8/15/2013	
Dep 371390	8/15/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009250	13719		ROSE NAILS,	2013-2014 PRIV LICENSE	20.00	8/16/2013	
Dep 371391	8/15/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000383	18948		KIDS KORNER LEARNING CTR	2013-2014 PRIV LICENSE	42.00	8/16/2013	
Dep 371410	8/15/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002491	24466		MC DONALD'S 24592	2013-2014 PRIV LICENSE	150.00	8/16/2013	
Dep 371412	8/15/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002312	15870		H & R BLOCK,	2013-2014 PRIV LICENSE	30.00	8/16/2013	
Dep 371412	8/15/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002312	15870		BARNUM, TONYA M	2013-2014 PRIV LICENSE	20.00	8/16/2013	

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City of Picayune  
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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Dep 371491	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Check	735000472	27741		HARRISON FINANCE	2013-2014 PRIVILEGE	30.00	8/16/2013
Dep 371494	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002670	06132		VFW POST #3804	2013-2014 PRIVILEGE	176.50	8/16/2013
Dep 371495	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004695	00252		BILBREY, JIM	2013-2014 PRIVILEGE	20.00	8/16/2013
Dep 371499	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Cash		00070		LEISHA'S DANCE SCHOOL	LICENSE	24.00	8/16/2013
Dep 371500	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Cash		00070		LEISHA'S DANCE SCHOOL	LICENSE	20.00	8/16/2013
Dep 371552	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003135	00003		SCOTT, BOYD R	2013-2014 PRIVILEGE	20.00	8/16/2013
Dep 371553	8/15/2013	GENERAL FUND - Mail - Is OPERATING		Cash		27771		THE BLOOD CENTER	2013-2014 PRIVILEGE	20.00	8/16/2013
Dep 371886	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0276385	15126		CLARK OIL #37	LICENSE	107.50	8/19/2013
Dep 371887	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0348921	20299		PEARL RIVER	LICENSE	45.00	8/19/2013
Dep 371888	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003240	27799		DIALYSIS(1)	LICENSE	20.00	8/19/2013
Dep 371889	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001374	27807		POOL SUPPLY #6	LICENSE	20.00	8/19/2013
Dep 371892	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0057674	29476		APARTMENTS	LICENSE	20.00	8/19/2013
Dep 371894	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001318	00200		NOLA LENDING GROUP, LLC	LICENSE	20.00	8/19/2013
Dep 371897	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0010399	27842		GRIFFING, WARD G	LICENSE	30.00	8/19/2013
Dep 371899	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0013076	05595		SOUTHERN BLDG ENTERPRISES INC	LICENSE	30.00	8/19/2013
Dep 371901	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0013076	04784		TOBACCO SHACK #3	LICENSE	40.00	8/19/2013
Dep 371902	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0013076	04776		TOBACCO SHACK#1	LICENSE	40.00	8/19/2013
Dep 371903	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001140	11936		TOBACCO DISCOUNT #17	LICENSE	40.00	8/19/2013
Dep 371904	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002958	25584		PICAYUNE ITEM	LICENSE	75.00	8/19/2013
Dep 371907	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005201	28876		BAUMANN & COMPANY, PLLC	LICENSE	30.00	8/19/2013
Dep 371908	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0006622	00194		BROOKE'S TOBACCO	LICENSE	35.00	8/19/2013
Dep 371910	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0033908	27912		REFLECTIONS BY PAMELA	LICENSE	20.00	8/19/2013
Dep 371913	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002048	16068		BALL HEATING & AIR	LICENSE	87.00	8/19/2013
Dep 371917	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001745	27766		TOBACCO SHACK OFFICE	LICENSE	20.00	8/19/2013
Dep 371920	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005214	17342		PEDIATRIC SPEECH THERAPY	LICENSE	20.00	8/19/2013
Dep 371923	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002857	19467		ADVANTAGE FINANCIAL SERVICE	LICENSE	20.00	8/19/2013
Dep 371925	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001909	15905		KIDS CLUBHOUSE	LICENSE	20.00	8/19/2013
				Check				BARZE' PLACE ANTIQUE & COLLECT	LICENSE	20.00	8/19/2013

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Dep 371930	8/16/2013	GENERAL FUND - Mail - Is OPERATING		Check	0646786	05357		REGIONS FINANCIAL CORP	2013-2014 PRIV LICENSE	30.00	8/19/2013	
Dep 372119	8/19/2013	GENERAL FUND - Mail - Is OPERATING		Cash		04755		BERDUX, MICHELLE	2013-2014	20.00	8/21/2013	
Dep 372384	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0035739	04222		HANCOCK BANK NORTH PK	2013-2014 PRIV LICENSE	30.00	8/21/2013	
Dep 372385	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0035740	05519		HANCOCK BANK	2013-2014 PRIV LICENSE	42.00	8/21/2013	
Dep 372386	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002275	27798		RHONDA M SANDERS LCSW, LLC	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372387	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000856	25216		N N C INVESTMENTS,	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372389	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0105196	25178		WELLNESS WORKS,	2013-2014 PRIV LICENSE	150.00	8/21/2013	
Dep 372390	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0664293	15760		MS TITLE LOANS	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372391	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0664294	26072		MS TITLE LOANS	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372392	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000261	28997		JARVIS & ASSOCIATES, CPA, PLLC	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372394	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001625	27800		TERESA E KLAINER, MD, PLLC	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372395	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001224	25295		HUEY STOCKSTILL INC,	2013-2014 PRIV LICENSE	92.50	8/21/2013	
Dep 372396	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0497219	05588		ADVANCE AMERICA,CASH ADV CTR	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372402	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	1716671	06111		WAFFLE HOUSE INC #968	2013-2014 PRIV LICENSE	87.00	8/21/2013	
Dep 372411	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009525	03442		DELTA DATA SYSTEMS	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372412	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0083269	00017		BANK PLUS	2013-2014 PRIV LICENSE	30.00	8/21/2013	
Dep 372415	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	1627546	15915		O'REILLY AUTO PARTS	2013-2014 PRIV LICENSE	160.00	8/21/2013	
Dep 372419	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0040232	27836		REDBOX AUTOMATED RETAIL LLC - 1701 HWY 43	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372421	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0040232	27768		REDBOX AUTOMATED RETAIL LLC	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372423	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0040232	27835		REDBOX AUTOMATED RETAIL LLC - 235 FRONTAGE RD	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372427	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0040232	27833		REDBOX AUTOMATED RETAIL LLC - 801 HWY 11	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372432	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0599011	28513		AIRGAS USA, LLC	2013-2014 PRIV LICENSE	105.00	8/21/2013	
Dep 372436	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0014843	29344		CHILDREN'S INTERNATIONAL, LLC	2013-2014 PRIV LICENSE	20.00	8/21/2013	
Dep 372437	8/20/2013	GENERAL FUND - Mail - Is OPERATING		Check	0006395	19780		AMERICAN CASH ADVANCE	2013-2014 PRIV LICENSE	20.00	8/21/2013	

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Dep 372439	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0018069	25600		C & H PEST CONTROL INC	2013-2014 PRIV LICENSE	30.00	8/21/2013
Dep 372440	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	6041335	27769		RITE AID PHARMACY #7222	2013-2014 PRIV LICENSE	455.00	8/21/2013
Dep 372443	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0053790	27882		HUTCO, INC	2013-2014 PRIV LICENSE	20.00	8/21/2013
Dep 372459	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0083289	05584		BANK PLUS - MEMORIAL BLDV	2013-2014 PRIV LICENSE	54.00	8/21/2013
Dep 372469	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0040232	27834		REDBOX AUTOMATED RETAIL LLC - 1505 HWY 43	2013-2014 PRIV LICENSE	20.00	8/21/2013
Dep 372471	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		29889		MARINE CONSULTING	2013-2014 PRIV LICENSE	20.00	8/21/2013
Dep 372633	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	1984090	29197		TRACTOR SUPPLY COMPANY # 1684	2013-2014 PRIV LICENSE	1,840.00	8/21/2013
Dep 372635	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0001955	27071		EZELL'S PAINTS LLC,	2013-2014 PRIV LICENSE	70.00	8/21/2013
Dep 372637	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	1410157	15142		SALLY'S BEAUTY CO	2013-2014 PRIV LICENSE	40.00	8/21/2013
Dep 372638	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0102409	14421		FIRST NAT BK OF SO MS THE	2013-2014 PRIV LICENSE	30.00	8/21/2013
Dep 372640	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0007621	19861		ROBERTSON BROTHERS LLC,	2013-2014 PRIV LICENSE	20.00	8/21/2013
Dep 372641	8/20/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0013902	06143		KEITH'S CAR CARE	2013-2014 PRIV LICENSE	30.00	8/21/2013
Dep 372768	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0002653	27763		EDWARD L DONALDSON JR, DDS	2013-2014 PRIV LICENSE	30.00	8/22/2013
Dep 372769	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0011089	18699		PICAYUNE MEDICAL HEALTH KEITH DOSSSETT	2013-2014 PRIV LICENSE	50.00	8/22/2013
Dep 372770	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0056438	28007		DIRT CHEAP, LLC	2013-2014 PRIV LICENSE	52.50	8/22/2013
Dep 372771	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0058264	29201		LMCHH PCP, LLC	2013-2014 PRIV LICENSE	30.00	8/22/2013
Dep 372773	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0055656	27838		DOLEAC ELECTRIC COMPANY INC	2013-2014 PRIV LICENSE	30.00	8/22/2013
Dep 372775	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0006972	27870		TITLE CASH OF LAUREL, INC	2013-2014 PRIV LICENSE	20.00	8/22/2013
Dep 372776	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0006971	27790		CAR TITLE LOANS OF AMERICA	2013-2014 PRIV LICENSE	20.00	8/22/2013
Dep 372778	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0006625	27729		MIELE INSURANCE AGENCY	2013-2014 PRIV LICENSE	20.00	8/22/2013
Dep 372803	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		28356		KLINES KRUMBS LLC	2013-2014 priv license	20.00	8/22/2013
Dep 372808	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		27795		DIANE'S NAILS	2013-2014	20.00	8/22/2013
Dep 372884	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0003068	27935		FASHIONS 4 U	2013-2014 PRIV LICENSE	52.50	8/22/2013
Dep 372908	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		28747		EAST SIDE MANOR	2012-2013 priv license	24.00	8/22/2013
Dep 372912	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		28747		EAST SIDE MANOR	2013-2014 priv license	20.00	8/22/2013
Dep 372947	8/21/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		28405		JUST WINGS	2013-2014 PRIV LICENSE	20.00	8/22/2013

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Dep 373296	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0061089	05330		CAR PARTS CENTER	2013-2014 PRIV LICENSE	20.00	8/23/2013
Dep 373298	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0024740	28880		WILLIS COMMUNICATIONS	2013-2014 PRIV LICENSE	75.00	8/23/2013
Dep 373299	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0028039	16502		HARDEE'S	2013-2014 PRIV LICENSE	30.00	8/23/2013
Dep 373300	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0015652	01647		MC RANEY, T O	2013-2014 PRIV LICENSE	20.00	8/23/2013
Dep 373301	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0021119	27830		1040 INC - FRONTAGE RD.	2013-2014 PRIV LICENSE	30.00	8/23/2013
Dep 373302	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0021120	27776		1040 INC	2013-2014 PRIV LICENSE	30.00	8/23/2013
Dep 373303	8/22/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0002668	19741		HAIR STUDIO 1402	2013-2014 PRIV LICENSE	30.00	8/23/2013
Dep 373360	8/23/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0001320	25667		COUNTRY SHABBY CHIC	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373383	8/23/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0002360	27775		SPIERS DUPLEX	2013-2014 priv license	20.00	8/26/2013
Dep 373388	8/23/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		29899		INFUSED, LLC	2013-2014	20.00	8/26/2013
Dep 373413	8/23/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		02434		JACKSON LANDING FOOD	2013-2014	35.00	8/26/2013
Dep 373519	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	123100464	27950		CHECK INTO CASH	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373520	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check		25991		WILLIAMS SMITH & STOCKSTILL PLLC	2013-2014 PRIV LICENSE	30.00	8/26/2013
Dep 373521	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0013204	28492		CYPRESS COVE BOATING CENTER LLC	2013-2014 PRIV LICENSE	380.00	8/26/2013
Dep 373522	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0001775	27030		ISLAND BREEZE COFFEE HOUSE LLC.	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373523	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0107710	19108		COASTAL METAL WORKS LLC	2013-2014 PRIV LICENSE	80.00	8/26/2013
Dep 373526	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0011065	27812		DAVIS REFRIG & ELECTRICAL INC	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373527	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0002831	29178		SOMNO DIAGNOSTICS	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373528	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0008376	25812		LAMBERT DENTAL PC	2013-2014 PRIV LICENSE	30.00	8/26/2013
Dep 373532	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0021414	28823		ALL AMERICAN CHECK CASHING, INC	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373533	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0007876	13598		A-1 AUTOMOTIVE REPAIR & SERVICE	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373534	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0003277	03956		LANDRUMS FLOREST	2013-2014 PRIV LICENSE	25.00	8/26/2013
Dep 373535	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0022734	19627		ANIMAL HEALTH CLINIC	2013-2014 PRIV LICENSE	30.00	8/26/2013
Dep 373547	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	102011786	16119		SHERWIN-WILLIAMS#2736	2013-2014 priv license	50.00	8/26/2013
Dep 373630	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Check	0010788	05383		DON'S SEAFOOD	2013-2014 PRIVILEGE LICENSE	55.00	8/26/2013
Dep 373632	8/26/2013	GENERAL FUND - Mail - Is OPERATING	GENERAL FUND - Mail - Is	Cash		24742		PANDA PALACE 2.	2013-2014 PRIV LICENSE	20.00	8/26/2013

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Dep 373636	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001001	29910		MAIL FAST FORWARD (1)	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373639	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check		28910		BOOST MOBILE	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373641	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0205798	27918		HILLMAN GROUP, INC	2013-2014 PRIV LICENSE	30.00	8/26/2013
Dep 373642	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0202200	27767		GARDNER REALTORS	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373643	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001344	15426		GASECKI, LUCILLE P	2013-2014 PRIV LICENSE	20.00	8/26/2013
Dep 373646	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003272	28986		COMMERCIAL LAMINATED PRODUCTS	2013-2014	20.00	8/26/2013
Dep 373647	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0013693	24532		ADVANCED EYECARE LLC,	2013-2014	30.00	8/26/2013
Dep 373648	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0115863	05403		DELTA WORLD TIRE COMPANY	2013-2014	570.00	8/26/2013
Dep 373649	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003862	27839		DONALD'S ELECTRIC SERVICE	2013-2014	20.00	8/26/2013
Dep 373650	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0123845	28006		BURKES OUTLET # 582	2013-2014	62.50	8/26/2013
Dep 373651	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	2062312	18399		AARON RENTS	2013-2014	50.00	8/26/2013
Dep 373652	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0006808	27773		DELISE CARPET & UPHOLSTERY CLEANING	2013-2014	20.00	8/26/2013
Dep 373653	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0013345	06408		A & P CLEANERS	2013-2014	20.00	8/26/2013
Dep 373654	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002196	15228		CITTADINO JR, RONALD C	2013-2014	50.00	8/26/2013
Dep 373655	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0069200	15721		KEITH'S SUPERSTORE 192	2013-2014	55.00	8/26/2013
Dep 373656	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0068875	28962		KEITH'S SUPERSTORE 194	2013-2014	40.00	8/26/2013
Dep 373657	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002332	18828		TREITLER'S INC	2013-2014	20.00	8/26/2013
Dep 373659	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0089706	14528		PAPA JOHN'S PIZZA #2649	2013-2014	54.00	8/26/2013
Dep 373660	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	2087949	05521		PICAYUNE PIZZA #2233	2013-2014	115.00	8/26/2013
Dep 373661	8/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000539	27796		L & M'S CUTTIN UP	2013-2014	20.00	8/26/2013
Dep 373663	8/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		29912		ACADEMIC LEARNING & TUTORING	2013-2014 PRIVILEGE LICENSE	20.00	8/29/2013
Dep 373904	8/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002146	24260		PICAYUNE PAWN & MUSIC,	2013-2014 priv license	600.00	8/29/2013
Dep 373907	8/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0024267	26056		PICAYUNE EYE CLINIC	2013-2014 PRIV LICENSE	48.00	8/29/2013
Dep 373908	8/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000820	27791		CARVER REALTY INC	2013-2014 PRIV LICENSE	30.00	8/29/2013
Dep 373909	8/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0004108	27900		ELEANOR H GLAPION LCSW	2013-2014 PRIV LICENSE	20.00	8/29/2013
Dep 374036	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0090991	05555		POPEYE F F CHICKEN	2013-2014 PRIV LICENSE	81.00	8/29/2013

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We b
Dep 374037	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0004300	25735		GENERAL PEST CONTROL, INC	2013-2014 PRIV LICENSE	20.00	8/29/2013	
Dep 374041	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0011584	04764		MILLBROOK COUNTRY CLUB	2013-2014 PRIV LICENSE	40.00	8/29/2013	
Dep 374043	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0029816	04283		PHILLIP'S BLDG SUPPLY	2013-2014 PRIV LICENSE	280.00	8/29/2013	
Dep 374046	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001732	10828		EL MARIACHI	2013-2014 PRIV LICENSE	85.00	8/29/2013	
Dep 374047	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0516025	14621		HIBBETT SPORTING GOODS #407	2013-2014 PRIV LICENSE	92.50	8/29/2013	
Dep 374048	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0046760	06400		AVON ENGINEERED FABRICATIONS	2013-2014 PRIV LICENSE	80.00	8/29/2013	
Dep 374049	8/28/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0010432	00005		ALEXANDER & VICTOR FINE ART, 1	2013-2014 PRIV LICENSE	92.50	8/29/2013	
Dep 374085	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		29666		LEE & ASSOCIATES	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374087	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0003409	24734		FATTY'S SEAFOOD RESTUARANT,	2012-2013 PRIV LICENSE	53.10	8/30/2013	
Dep 374088	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0003409	24734		FATTY'S SEAFOOD RESTUARANT,	2013-2014 PRIV LICENSE	45.00	8/30/2013	
Dep 374089	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0003564	29745		NORTHSHORE RESPIRATORY & REHAB	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374090	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0002899	04768		GINN REALTY,	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374091	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001446	27925		MAIL EMPORIUM	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374092	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0032009	29469		SOUTHERN BONE & JOINT SPECIALISTS, P.A.	2013-2014 PRIV LICENSE	30.00	8/30/2013	
Dep 374093	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		29916		JEFFREY SAMPLES, LLC	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374112	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0003580	14777		PAUL'S AUTO SALES OF PICAYUNE	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374113	8/29/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001228	27213		RELIABLE WHOLESALERS	2013-2014 PRIV LICENSE	20.00	8/30/2013	
Dep 374225	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		28080		SEW ME	2013-2014 PRIVILEGE	20.00	8/30/2013	
Dep 374228	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0004766	27907		PICAYUNE POOLS	2013-2014 PRIVILEGE	20.00	8/30/2013	
Dep 374229	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0006164	27840		ROGERS HEARING HEALTHCARE INC	2013-2014 PRIVILEGE	20.00	8/30/2013	
Dep 374230	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001601	28584		NEW BUJFFET CITY USA, INC.	2013-2014 PRIVILEGE	30.00	8/30/2013	
Dep 374231	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Other	10566757700	24730		JUBILEE FOOD INC,	2013-2014 PRIVILEGE	55.00	8/30/2013	
Dep 374232	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0007065	16195		CRESCENT CAFE	2013-2014 PRIVILEGE	35.00	8/30/2013	
Dep 374233	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0015622	24281		CENTURY 21 ERIC ENTERPRISES	2013-2014 PRIVILEGE	20.00	8/30/2013	
Dep 374235	8/30/2013	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0002156	26752		BLUE SPRUCE ASSOCIATES - FLOATING.	2013-2014 PRIVILEGE	20.00	8/30/2013	

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

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<u>Receipts</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</u>
										11,867.77		

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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 AUGUST 2013**

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

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS AUGUST 2013				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/DENIED	ACTION
08/01/13	PICAYUNE HOUSING AUTHORITY	#16 FINGERPRINTS	08/01/13	APPROVED
08/28/13	TRACEY ELIZABETH FROST	RECORD'S CHECK ON TRACEY FROST	08/28/13	APPROVED
08/29/13	SAFETY PLUS INC	ACCIDENT REPORT # 2013-08-1995	08/29/13	APPROVED
08/29/13	SCOTT WHITE	ACCIDENT REPORT # 2013-07-0939	08/29/13	APPROVED
08/29/13	FARM BUREAU	ACCIDENT REPORT # 2013-08-2079	08/29/01	APPROVED
08/29/13	FARM BUREAU	ACCIDENT REPORT # 2013-08-2079	08/29/13	APPROVED
08/28/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON LLOYD DANTZLER	08/28/13	APPROVED
08/28/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1928	08/28/13	APPROVED
08/28/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1913	08/28/13	APPROVED
08/28/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-05-0238	08/28/13	APPROVED
08/28/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1994	08/28/13	APPROVED
08/28/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-0934	08/28/13	APPROVED
08/28/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1837	08/28/13	APPROVED
08/28/13	LARRY COX	RECORD'S CHECK ON KENYATA MURPHY	08/28/13	APPROVED
08/28/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK & COPIES OF REPORTS	08/28/13	APPROVED
08/27/13	BRAD BETTIS/ AT & T SUPPORT	RECORD'S CHECK ON KENYATA MURPHY	08/27/13	APPROVED
08/27/13	GRAND OAKS APARTMENTS (ASHLEY LEWIS)	FELONY REPORT # 2013-08-2331	08/27/13	APPROVED
08/27/13	RICHARD STOUT	RECORD'S CHECK ON KENYATA MURPHY	08/27/13	APPROVED
08/27/13	SHANNON MAHAN	ACCIDENT REPORT # 2013-08-2353	08/27/13	APPROVED

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08/27/13	PAMELA CRUSE	RECORD'S CHECK	08/27/13	APPROVED
08/27/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON ST. CYR SMITH	08/27/13	APPROVED
08/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1240	08/23/13	APPROVED
08/26/13	MATTIE GORMAN	RECORD'S CHECK	08/26/13	APPROVED
08/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1252	08/23/13	APPROVED
08/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1252	08/23/13	APPROVED
08/23/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-0050	08/23/13	APPROVED
08/23/13	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2013-06-0635	08/23/13	APPROVED
08/23/13	ALFRED GRAVES	ACCIDENT REPORT # 2013-08-1994	08/23/13	APPROVED
08/22/13	THOMAS CADEN TRAVIS	OUT OF THE COUNTRY RECORD CHECK	08/22/13	APPROVED
08/22/13	BECKY M BRUPBACHER	ACCIDENT REPORT # 2013-08-0050	08/22/13	APPROVED
08/22/13	KRISTIN LANE	ACCIDENT REPORT # 2013-08-1240	08/22/13	APPROVED
08/22/13	GREGORY BALARILLO	ACCIDENT REPORT # 2013-08-1252	08/22/13	APPROVED
08/22/13	GINGER BENNETT	JUVENILE REPORT # 2013-05-0228	08/22/13	APPROVED
08/21/13	PEARL RIVER WHOLE SALE	INCIDENT REPORT # 2013-05-2683	08/21/13	APPROVED
08/21/13	MORRIS BART, LTD	ACCIDENT REPORT # 2013-08-0278	08/21/13	APPROVED
08/20/13	YOLONDA PAYLER	ACCIDENT REPORT # 2013-08-0252	08/20/13	APPROVED
08/20/13	YMCA	RECORD'S CHECK ON DAWN LISCOMB	08/20/13	APPROVED
08/19/13	BROOKE RESTER	RECORD'S CHECK	08/19/13	APPROVED
08/19/13	JOSEPH COURTEAUX	RECORD'S CHECK	08/19/13	APPROVED
08/19/13	WILLIAM DAVID RESTER	RECORD'S CHECK	08/19/13	APPROVED
08/19/13	JERRY KIRTFIELD	RECORD'S CHECK	08/19/13	APPROVED
08/16/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-1020	08/16/13	APPROVED
08/16/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-0755	08/16/13	APPROVED
08/16/13	MG BUSH SAFETY & CLAIMS	ACCIDENT REPORT # 2013-08-0784	08/16/13	APPROVED
08/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-0250	08/15/13	APPROVED
08/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-05-2818	08/15/13	APPROVED
08/15/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-05-0238	08/15/13	APPROVED
08/15/13	SAFeway INSURANCE COMPANY	ACCIDENT REPORT # 2013-08-0050	08/15/13	APPROVED
08/15/13	COAST ELECTRIC WAYNE ULRICH	ACCIDENT REPORT # 2013-08-0704	08/15/13	APPROVED
08/15/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON MELVIN CAPERS	08/15/13	APPROVED
08/15/13	BERNELL WILLIAMS	ACCIDENT REPORT # 2013-08-0252	08/15/13	APPROVED
08/14/13	THE HARTFORD	ACCIDENT REPORT # 2013-05-2053	08/14/13	APPROVED
08/14/13	LEXIS NEXIS	ACCIDENT REPORT # 213-08-0655	08/14/13	APPROVED
08/13/13	ILLIANA ANTUEZ	RECORD'S CHECK	08/13/13	APPROVED
08/13/13	JOHN CARVER	ACCIDENT REPORT # 2013-08-1082	08/13/13	APPROVED
08/12/13	AMANDA C HONEYCUTT	RECORD'S CHECK	08/12/13	APPROVED
08/09/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-1036	08/09/13	APPROVED
08/09/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-2138	08/09/13	APPROVED
08/08/13	MITCHELL ODOM	ACCIDENT REPORT # 2012-08-2251	08/08/13	APPROVED
08/08/13	JAMIN BOUNDS	ACCIDENT REPORT # 2013-08-0781	08/08/13	APPROVED
08/08/13	KRISTIN DAVIS	ACCIDENT REPORT # 2013-08-0781	08/08/13	APPROVED
08/08/13	LORITA LINDA HARRIS	ACCIDENT REPORT # 2013-08-0755	08/08/13	APPROVED
08/08/13	UNITED STATES DISTRICT COURT	RECORD CHECK ON PATRICK DEWAYNE JORDAN	08/08/13	APPROVED

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08/08/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-08-0021	08/08/13	APPROVED
08/08/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-1930	08/08/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-1930	08/01/13	APPROVED
08/08/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON BRANDON PAYNE	08/08/13	APPROVED
08/08/13	JUANIKA MARTIN	RECORD'S CHECK	08/08/13	APPROVED
08/085/13	FRANK HALL	RECORD'S CHECK	08/08/13	APPROVED
08/07/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0942	08/07/13	APPROVED
08/07/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-07492	08/07/13	APPROVED
08/07/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-2082	08/07/13	APPROVED
08/07/13	FARM BUREAU	ACCIDENT REPORT # 2013-07-2470	08/07/13	APPROVED
08/07/13	WMS, WMS & MONTGOMERY	ACCIDENT REPORT # 2013-07-0206	08/07/13	APPROVED
08/07/13	HELEN PORTIE	ACCIDENT REPORT # 2013-07-2470	08/07/13	APPROVED
08/07/13	HELEN PORTIE	ACCIDENT REPORT # 2013-07-2082	08/07/13	APPROVED
08/07/13	CHARLES LOWERY	CREDIT CARD FRAUD REPORT # 2013-08-0067	08/07/13	APPROVED
08/07/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK	08/07/13	APPROVED
08/07/13	MICHAEL GASPARD	ACCIDENT REPORT # 2013-08-0250	08/07/13	APPROVED
08/06/13	MICHAEL ROMER	OUT OF THE COUNTRY RECORD CHECK	08/06/13	APPROVED
08/06/13	JEFFREY JOSEPH TRITT	OUT OF THE COUNTRY RECORD CHECK	08/06/13	APPROVED
08/05/13	PHILLIPS & ASSOCIATES, INC	COPY OF REPORT 2013-06-0328 & 2012-10-2724	08/05/13	APPROVED
08/05/13	CITY OF PICAYUNE PUBLIC WORKS	RECORD'S CHECK	08/05/13	APPROVED
08/05/13	JAMES WILLIAM KINKER	RECORD'S CHECK	08/05/13	APPROVED
08/05/13	TAMANTHA LYNN ROMER	RECORD'S CHECK	08/05/13	APPROVED
08/02/13	KAITLYN MCCOLLUM	ACCIDENT REPORT # 2013-07-0889	08/02/13	APPROVED
08/02/13	SCWARTZ & ASSOCIATES	ACCIDENT REPORT # 2013-04-1458	08/02/13	APPROVED
08/02/13	FARM BUREAU	ACCIDENT REPORT # 2013-07-1740	08/02/13	APPROVED
08/02/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-2487	08/02/13	APPROVED
08/02/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-05-0371	08/02/13	APPROVED
08/02/13	BARBARA JUNE SMITH	ACCIDENT REPORT # 2013-08-0050	08/02/13	APPROVED
08/02/13	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2013-07-1253	08/02/13	APPROVED
08/01/13	ROSS B SIEBENKITTEL	FINGER PRINTS	08/01/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0889	08/01/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-1930	08/01/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-1790	08/01/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-06-2173	08/01/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-1367	08/01/13	APPROVED
08/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-07-0937	08/01/13	APPROVED
08/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-06-2168	08/01/13	APPROVED
08/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-06-2602	08/01/13	APPROVED
08/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-0423	08/01/13	APPROVED
08/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-0712	08/01/13	APPROVED
08/01/13	UNITED STATES DISTRICT COURT	# 6 RECORD' S CHECK	08/01/13	APPROVED
08/01/13	WAVELAND POLICE DEPARTMENT	RECORD'S CHECK ON NATALIE CLEE	08/01/13	APPROVED

REGULAR MEETING SEPTEMBER 17, 2013

08/01/13	WAVELAND POLICE DEPARTMENT	RECORD'S CHECK ON MICHEAL ROBIN	08/01/13	APPROVED

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 APPROVED PLANNING COMMISSION MINUTES**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept the approved 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.

**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 September 10, 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.

**PROCLAIM SEPTEMBER 17<sup>th</sup> - 23<sup>rd</sup> 2013 AS CONSTITUTION WEEK**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve request from Picayune Chapter DAR (Daughters of the American Revolution) to Proclaim the week of September 17th through 23<sup>rd</sup> as Constitution Week.

**PROCLAMATION FOR CONSTITUTION WEEK  
SEPTEMBER 17-23, 2013**

WHEREAS: September 17, 2013 marks the two hundred twentieth-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion, and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designation September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Ed Pinero, by virtue of the authority vested in me as Mayor of the City of Picayune, Mississippi do hereby proclaim the week of September 17 through 23 as

**CONSTITUTION WEEK**

and ask our citizens to reaffirm the ideals the Fathers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 17<sup>TH</sup> day of September of the year of our Lord two thousand twelve.

Signed \_\_\_\_\_

SEAL

Attest \_\_\_\_\_

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 AMEND AGENDA TO CORRECT THE SUCCEEDING ACTION REQUESTED REGARDING APPOINTMENT TO PRCUA**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to amend agenda item to correct the succeeding action requested regarding appointment to PRCUA.

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.

**APPOINT STEVE LAWLER TO THE PEARL RIVER COUNTY UTILITY AUTHORITY  
TO REPLACE EMILE KLEINFIELD**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to appoint Steve Lawler to the Pearl River County Utility Authority Board replacing Emile Kleinfield.

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STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER  
CITY OF PICAYUNE

APPOINTMENT OF STEVE LAWLER TO SERVE AS A MEMBER  
OF THE BOARD OF DIRECTORS OF PEARL RIVER COUNTY  
UTILITY AUTHORITY BY THE CITY OF PICAYUNE, MISSISSIPPI

Pursuant to the official act of the governing authorities of the City of Picayune, Mississippi on September 17, 2013, STEVE LAWLER is appointed to serve as a member of the Board of Directors of Pearl River County Utility Authority in replacement of Emil Kleinfeld, and is fully authorized to do and perform all acts as provided and allowed under the laws of the State of Mississippi as a member of said Board of Directors.

This, the 17 day of September, 2013.

  
\_\_\_\_\_  
Mayor, City of Picayune

ATTEST:

  
\_\_\_\_\_  
City Clerk

Error! Unknown document property name.

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 LAND LEASE AGREEMENTS BETWEEN THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY AND CITY OF PICAYUNE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Land Lease Agreements between The Alabama Great Southern Railroad Company and City of Picayune concerning Shay Park and Main Street Area and authorize Mayor's signature on said agreements.

SHAY PARK  
LEASE

LEASE AGREEMENT

THIS LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ E  
ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama corporation, the  
"Landlord") and CITY OF PICAYUNE, a Mississippi government entity (the "Tenant").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, those certain real properties located near Milepost NO-149.00 in Picayune, Pearl River County, Mississippi, having an area of 0.85 of an acre of property, more or less, the location and dimensions of which are substantially shown on print dated August 23, 2013, hereunto annexed as Exhibit "A-1" attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises, defined as Shay Park, shall be maintained by the Tenant for use as a city park and as further defined in Exhibit B [see Rider]. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit "B" are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on January 1, 2010, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on July 1, 2013 (the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) [see Rider]. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is

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replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00 [see Rider], and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

5. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

6. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Unless otherwise agreed by the parties hereto, any alterations or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition

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existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

7. Return of Premises. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same condition and repair as when first received, normal wear and tear excepted. Tenant agrees to remove its moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

8. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

9. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

10. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

11. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

12. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS

ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

13. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 6901 *et seq.* (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.* Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately

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undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

**14. Default; Remedies.** In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in

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evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

**15. Signs; Entry by Landlord.** Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

**16. No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

**17. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

**18. Notices.** Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE - 12<sup>th</sup> Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: City of Picayune, 815 North Beach Street, Picayune, Mississippi 39466, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

**19. Track Clearance.** Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is

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actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

**20. Brokerage.** Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

**21. Tenant's Insurance.** Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

**22. Taxes.** Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises ("Taxes") paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Paragraph within ten (10) days following receipt of the invoice showing the amount due.

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23. Rent Increase Notice. In addition to the rights set forth in Article 14 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:  
\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_

**LANDLORD:**  
**THE ALABAMA GREAT SOUTHERN  
RAILROAD COMPANY**  
an Alabama corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

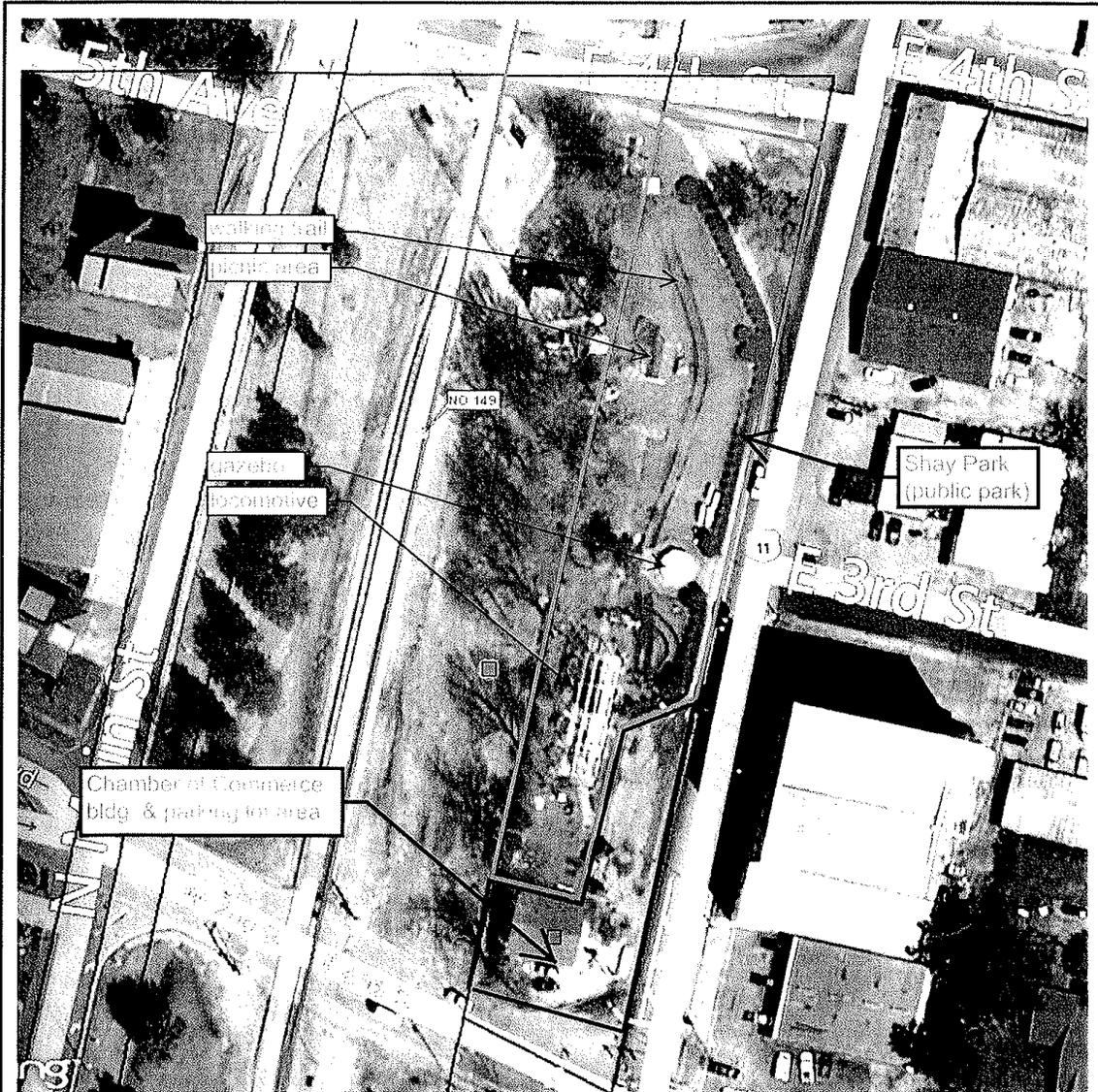
Date of Landlord Signature: \_\_\_\_\_  
[SEAL]

**TENANT:**  
**CITY OF PICAYUNE**  
a Mississippi government entity  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date of Tenant Signature: \_\_\_\_\_  
[SEAL]

CO: september 5, 2013 1172066 1005406v3

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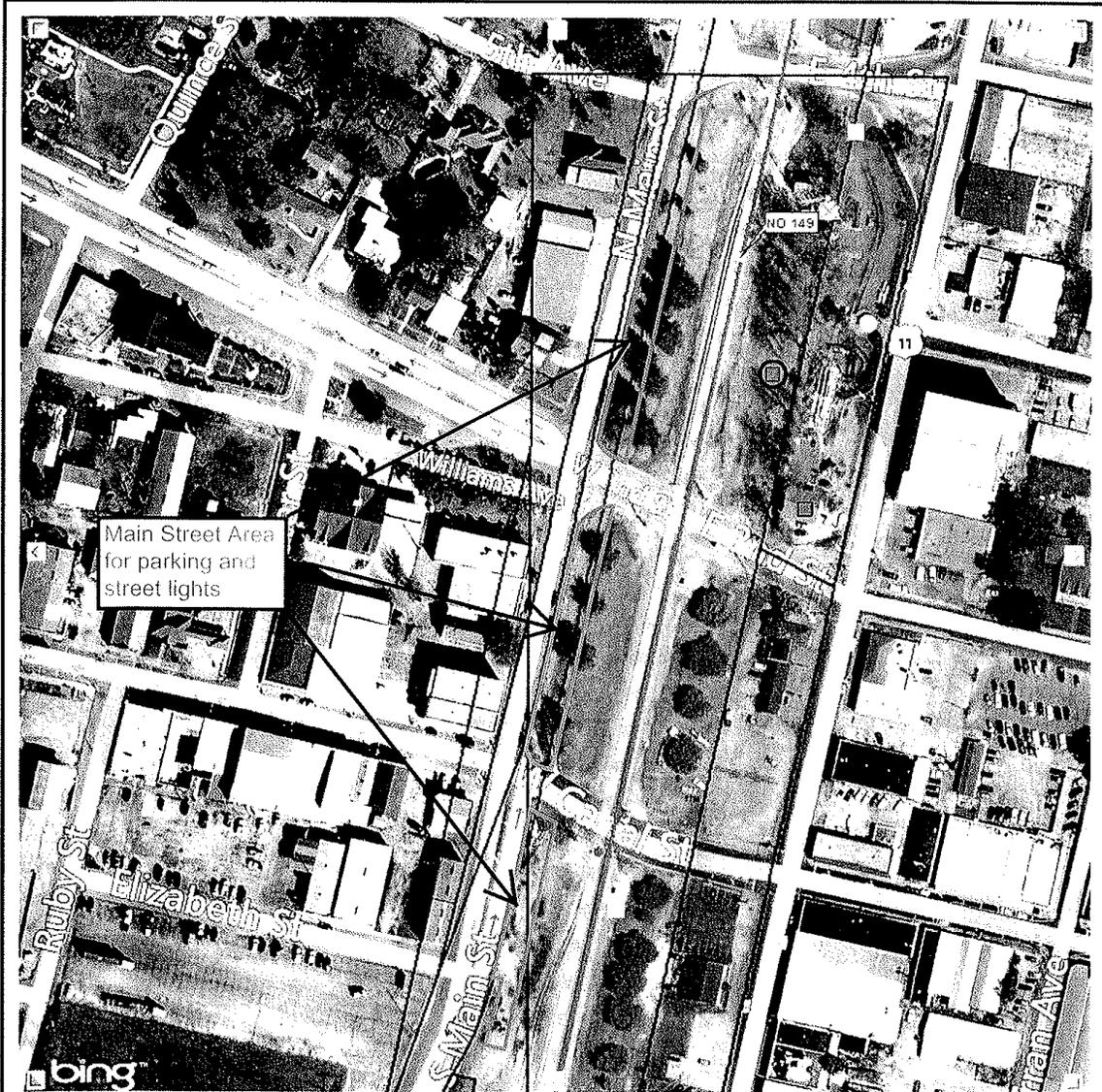


**NORFOLK SOUTHERN RAILWAY COMPANY  
Real Estate Department**

<b>Railroad:</b>	The Alabama Great Southern Railroad Company (Exhibit A - 1)	
<b>Location:</b>	Picayune, Pearl River Co., MS	
<b>Tenant:</b>	City of Picayune	
<b>Area:</b>	0.85 acres +/-	
<b>Maps:</b>	2/175 - parcel 4	<b>Milepost:</b> NO-149
<b>Activity No:</b>	1172066	<b>Exhibit A</b>
<b>Date:</b>	August 23, 2013	<b>Not To Scale</b>



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**NORFOLK SOUTHERN RAILWAY COMPANY  
Real Estate Department**

<b>Railroad:</b>	The Alabama Great Southern Railroad Company (Exhibit A-1)	
<b>Location:</b>	Picayune, Pearl River Co., MS	
<b>Tenant:</b>	City of Picayune	
<b>Area:</b>	0.89 acres +/-	
<b>Maps:</b>	2/175 - parcels 3, 5, 6	<b>Milepost:</b> NO-149.00
<b>Activity No:</b>	1157391	<b>Exhibit A -- I</b>
<b>Date:</b>	September 5, 2013	<b>Not To Scale</b>





**NORFOLK SOUTHERN RAILWAY COMPANY  
Real Estate Department**

**Railroad:** The Alabama Great Southern Railroad Company  
(Exhibit A - 2)

**Location:** Picayune, Pearl River Co., MS

**Tenant:** City of Picayune

**Area:** approx. 7 acres

**Maps:** 2/175

**Activity No.:** 1172066

**Date:** August 23, 2013

**Milepost:** 148.87 - 149.73

**Exhibit A**

**Not To Scale**





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Grass, flowers and shrubbery planted by Tenant on the Premises shall be maintained, cut and trimmed by Tenant in a safe and orderly manner so as not to obstruct the view of Landlord's employees engaged in railroad operations or of pedestrians or motorists. Tenant agrees that no grass, flowers or shrubbery shall be planted closer than 100 feet on each side of any grade crossing over tracks of Landlord not protected by flashing light crossing signals.

In installing, maintaining or removing said landscaping Tenant will not damage or interfere with the drainage facilities of Landlord. If new or additional drainage is required in connection with the landscaping permitted herein, such drainage will be constructed at the sole expense of Tenant, will be subject to the advance, written approval of Landlord, and will be constructed so as to cause any runoff to flow away from Landlord's railroad facilities.

7. **E-RailSafe Certification.** For mowing within twenty-five (25 feet) of the Railway's right-of-way, any City of Picayune employee designated to mow this property must obtain E-RailSafe Certification. This certification can be obtained through [www.e-railsafe.com](http://www.e-railsafe.com) and is designed to provide railroad safety, awareness, and workplace credentialing when working around the tracks.

PARKING  
AREA

**LEASE AGREEMENT**

THIS LEASE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between **THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY**, an Alabama corporation (the "Landlord") and **CITY OF PICAYUNE**, a Mississippi government entity (the "Tenant").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost NO-149.00 in **Picayune, Pearl River County, Mississippi**, having an area of 0.89 of an acre, more or less, the location and dimensions of which are substantially shown on prints dated September 5, 2013 and September 2013, hereunto annexed as **Exhibit "A-1"** and **Exhibit "A-2"**, both attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for parking, street lamps and benches, and for no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as **Exhibit "B"** are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on September 10, 2013, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on September 10, 2013 (the "**Rental Commencement Date**") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00). The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is

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replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00 [see Rider], and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

5. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

6. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Unless otherwise agreed by the parties hereto, any alterations or improvements to the Premises made by Tenant shall become the property of Landlord; provided, however, Landlord, at its option, may require Tenant to remove any improvements or repair any alterations in order to restore the Premises to the condition

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existing at the time Tenant took possession. Notwithstanding the foregoing, Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

7. Return of Premises. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease in the same condition and repair as when first received, normal wear and tear excepted. Tenant agrees to remove its moveable equipment and trade fixtures from the Premises at the expiration or prior termination of this Lease. Tenant shall immediately repair any damage arising out of any such removal in a manner acceptable to Landlord. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

8. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

9. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

10. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

11. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

12. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS

ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

13. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "**Tanks**") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "**Environmental Laws**"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "**Hazardous Materials**" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. 6901 *et seq.* (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.* Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately

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undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

**14. Default; Remedies.** In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in

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evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

**15. Signs; Entry by Landlord.** Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

**16. No Estate in Land.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

**17. Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

**18. Notices.** Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) Landlord: c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE - 12<sup>th</sup> Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) Tenant: City of Picayune, 815 North Beach Street, Picayune, Mississippi 39466, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

**19. Track Clearance.** Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is

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actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

**20. Brokerage.** Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

**21. Tenant's Insurance.** Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$500,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

**22. Taxes.** Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises ("**Taxes**") paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Paragraph within ten (10) days following receipt of the invoice showing the amount due.

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23. Rent Increase Notice. In addition to the rights set forth in Article 14 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

REGULAR MEETING SEPTEMBER 17, 2013

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:  
\_\_\_\_\_  
Signature  
Name:\_\_\_\_\_

Witness:  
\_\_\_\_\_  
Signature  
Name:\_\_\_\_\_

Witness:  
\_\_\_\_\_  
Signature  
Name:\_\_\_\_\_

Witness:  
\_\_\_\_\_  
Signature  
Name:\_\_\_\_\_

**LANDLORD:**  
  
**THE ALABAMA GREAT SOUTHERN  
RAILROAD COMPANY**  
an Alabama corporation  
  
By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

Date of Landlord Signature:\_\_\_\_\_  
[SEAL]

**TENANT:**  
  
**CITY OF PICAYUNE**  
a Mississippi government entity  
  
By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

Date of Tenant Signature:\_\_\_\_\_  
[SEAL]

ASP:CHO/ September 5, 2013 1157391 1071976v1

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	Prepared by:	V. Moore	
	Checked by:	B. Wallace	
	Date:	11-20	
	Rev:	September 2013	
<b>EXHIBIT A - 2</b>			
No.	Date	Revisions	By

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**EXHIBIT B**

**RIDER TO LEASE AGREEMENT BY AND BETWEEN THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, AS LANDLORD, AND CITY OF PICAYUNE, AS TENANT**

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

1. **Tenant-Owned Improvements.** Tenant shall have the right to use and maintain the Tenant-owned parking lot, lamps, and benches (the "Tenant-Owned Improvements") located upon the Premises. Said Tenant-Owned Improvements shall not become fixtures upon the realty, but shall remain the property of Tenant and shall be removed from the Premises upon termination or expiration of the Lease.
2. **Waiver of Application Fee.** The \$500 application fee referenced in Paragraph 3 of the above Lease is hereby waived by Landlord.
3. **Public Parking.** The protection afforded Landlord under the provisions of Paragraph 9 of the Lease shall extend to patrons and invitees of Tenant. Tenant agrees to protect and hold Landlord harmless from and against loss, injury or damage, as set out in said Paragraph 9, accruing from the acts, negligence or default of such patrons and invitees or the presence of their property upon the Premises of Landlord, including damage to such property from railroad operations. Tenant further agrees that no gasoline or other flammable liquid shall be stored or handled upon the Premises (except fuel in fuel tanks of vehicles parked thereon).
4. **Paving.** Tenant may, at its own expense, pave the surface of the Premises or place gravel thereon in order to provide a suitable parking surface. No drainage conditions shall be created which shall cause damage to the Premises, other property of Landlord or any property of third parties which adjoins or abuts the Premises or other property of Landlord. Prior to the placement of any gravel or paving material upon the Premises, Tenant shall submit plans showing the location of the placement of such gravel or pavement to Landlord for approval. Tenant shall not grade or change the contour of any portion of the Premises without the prior written consent of Landlord's Division Superintendent or his authorized representative.

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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.

*AT THIS TIME MAYOR ED PINERO LEFT THE MEETING*

**APPROVE REQUEST TO APPLY FOR THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY COMMUNITY HERITAGE PRESERVATION GRANT**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve request for application to the Mississippi Department of Archives and History Community Heritage Preservation Grant Round IX to refurbish exterior of Historic City Hall for the amount of \$197,000.00. 80% Federal Funds: \$157,000.00 and 20% City match: \$39,400.00. (Match can come from donation, other state/federal funds, or a combination of these)

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATION LICENSE AT 1701 EVANGELINE DRIVE**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Stephanie Hackney for a Home Occupation License at 1701 Evangeline Drive to have office space for home cleaning business.

The following roll call was made:

**VOTING YEA:** Council Members Valente, Bumpers, Stevens Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST RE-SUBDIVIDE ONE PARCEL INTO THREE AT 3200 HWY 11 N**

Motion was made by Council Member Gouquet, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Dennis Collier to re-subdivide on parcel into three parcels located at 3200 Highway 11 N which is zoned C-3.

The following roll call was made:

**VOTING YEA:** Council Members Valente, Bumpers, Stevens Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO GRANT A 9 FOOT VARIANCE FOR BUILDING SETBACK OF A EXISTING BUILDING LOCATED AT 3200 HWY 11 N**

Motion was made by Council Member Gouquet, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Dennis Collier to grant a 9 foot variance for building setback of an existing building on middle parcel located at 3200 Highway 11 N.

The following roll call was made:

**VOTING YEA:** Council Members Valente, Bumpers, Stevens Breland and Gouquet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE RESOLUTION TO ASSESS TAX LIEN IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE FOR PARCEL 6176150010500300**

Motion was made by Council Member Gouguet, seconded by Stevens to approve Resolution to assess tax lien in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerk's office for parcel 6176150010500300 on Williams Ave.

**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 \$270.00**
  - 2. Fuel costs \$0.00**
  - 3. Costs of Equipment \$230.00**
  - 4. Administrative Costs \$400.00**
  - 5. Dump fees \$8.23**
- Total: \$908.23**

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 \$908.23 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 Gougret and seconded by, Councilman Stevens 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 17<sup>th</sup> day of, September A.D., 2013.

  
MAYOR

ATTEST:  
  
CITY CLERK

**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF  
PICAYUNE**

**PEARL RIVER COUNTY, MISSISSIPPI**

**IN RE:**

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY  
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,  
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

**ABSTRACT OF LEIN ASSESSMENT**

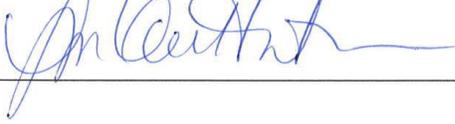
1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:  
  
A: Parcel No: 6175150010500300  
B: PPIN No: 023947  
C: Deed Book 587/370  
D: Owner: Victory Temple Worship Center
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$500.00.
4. The date the lien was assessed against the subject real property was 9-17-, 2013.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI )  
COUNTY OF PEARL RIVER )

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the 17<sup>th</sup> day of September A.D., 2013.

CITY CLERK IN AND FOR THE MUNICIPALITY  
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME MAYOR ED PINERO RE-ENTERED THE MEETING*

**MOTION TO ACCEPT OUTDOOR LIGHTING MAINTENANCE AGREEMENT WITH MS POWER COMPANY FOR HIGHLAND COMMONS PARKWAY**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept Outdoor Lighting Maintenance Agreement with MS Power Company for newly installed street lighting for Highland Commons Parkway.

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 OUTDOOR LIGHTING INSTALLATION AND LEASE AGREEMENT WITH MS POWER COMPANY MAIN STREET**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to accept MS Power Outdoor Lighting installation and Lease Agreement with MS Power Company for decorative security lighting on Main Street, and authorize City Manager to sign.

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 CHANGE ORDER #2 FOR CECILE STREET DRAINAGE IMPROVEMENTS**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve Change Order #2 for the Cecile Street Drainage Improvements.

REGULAR MEETING SEPTEMBER 17, 2013

Contract Change Order

OWNER: \_\_\_\_\_ City of Piceyune  
 CONTRACTOR: \_\_\_\_\_ T.L. Wallace Construction, Inc.  
 DATE: \_\_\_\_\_ September 12, 2013  
 CHANGE ORDER #: \_\_\_\_\_ 2  
 PROJECT NAME: \_\_\_\_\_ Cecile Street Drainage Improvements  
 REASON FOR CHANGE: \_\_\_\_\_ Adjust quantities to reflect actual as built quantities.

(You are hereby requested to comply with the following changes from the contract plans, specifications, and contract documents)

Item No.	Description of Change	Unit	Original Quantity	Current Quantity	Final Quantity	Unit Cost	Total Contract Cost Difference
S-200-A	Mobilization	LS	1	1	1	\$ 1,500.00	\$ -
S-201-A	Cleaning and Grubbing	LF	1	1	1	\$ 7,300.00	\$ -
S-203-F	Channel Excavation	LF	1	1	1	\$ 6,100.00	\$ -
S-301-C-1	Stabilizer Aggregate (LVM)	LB	46	46	76.16	\$ 22.00	\$ 663.96
S-226-A	Solid Sodding Centipeded	EA	85	85	100	\$ 6.00	\$ 90.00
S-601-A	Class B, Structural Concrete	EA	38	38	42.25	\$ 575.00	\$ 2,443.75
S-602-A	Reinforcing Steel	EA	2,245	2,245	2,857	\$ 1.20	\$ 734.40
AHR	Aluminum Handrail	LS	75	75	82	\$ 60.00	\$ 390.00
Change Order #1 Items							
808-B005	W-Beam Guard Rail	LS	0	82	82	\$ 43.00	\$ -
This Contract Change:							\$ 4,322.11
Original Contract Amount:							\$ 45,466.00
Current Contract Amount:							\$ 48,992.00
Revised Contract Amount:							\$ 53,314.11
Current Completion Date:							10/26/2013
Time Extension Required By Change:							0
Revised Contract Completion Date:							10/26/2013

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

Recommend By: \_\_\_\_\_  
 \_\_\_\_\_ Engineer \_\_\_\_\_ Date

Accepted By: \_\_\_\_\_  
 \_\_\_\_\_ Contractor \_\_\_\_\_ Date

Approved By: \_\_\_\_\_  
 \_\_\_\_\_ Owner \_\_\_\_\_ Date

Approved By: \_\_\_\_\_  
 \_\_\_\_\_ Funding Agency \_\_\_\_\_ Date

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O:\1709C077\Documents\Contract Documents\Change Orders\CC02-Cecile Street Drainage Improvements - Summary.xlsx

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 THE WAY, INC./WAYNE WIGGINS AS A FIXED BASE OPERATOR**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve The Way, Inc./Wayne Wiggins as a Fixed Base Operator at the Picayune Municipal Airport.



PICAYUNE MUNICIPAL AIRPORT (MJD)  
148 RUNWAY RD., PICAYUNE MS, 39556  
ANDREW (ANDY) GREENWOOD  
DIRECTOR OF OPERATIONS  
601-749-7017 [andchrco@aol.com](mailto:andchrco@aol.com)

September 17, 2013

The Way, Inc./Wayne Wiggins  
P.O. Box 968  
Picayune, MS 39466

Mr. Wayne Wiggins/The Way, Inc.

This letter is to inform you that you are in compliance with Mississippi Codes sections 61-5-11 and 61-3-21 "**Operation and use privileges: exemption from taxation**" and are exempt as a Fix Base Operator from Ad valorem taxes from 2013 forward. You will remain exempt as long as your Ground Lease is in effect, you are performing a Commercial Aeronautical Activity and you are complying with the **City of Picayune Municipal Airport Minimum Standards and Airport Rules and Regulations**. If we can be of any help in the further let us know.

CITY OF PICAYUNE

BY: \_\_\_\_\_  
Ed Pinero, Mayor

ATTEST

\_\_\_\_\_  
City Clerk

WITNESS: FIX BASE OPERATOR \_\_\_\_\_

\_\_\_\_\_

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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.

**APPROVE CLOUD NINE AVIATION INC./WAYNE WILSON AS A FIXED BASE OPERATOR**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to approve Cloud Nine Aviation Inc./Wayne Wilson as a Fixed Base Operator at the Picayune Municipal Airport.



PICAYUNE MUNICIPAL AIRPORT (MJD)  
148 RUNWAY RD., PICAYUNE MS, 39556  
ANDREW (ANDY) GREENWOOD  
DIRECTOR OF OPERATIONS  
601-749-7017 [andchrco@aol.com](mailto:andchrco@aol.com)

September 17, 2013

Cloud Nine Aviation Inc./Wayne Wilson  
135 Kendrick Lane  
Picayune, MS 39466

Mr. Wayne Wilson/Cloud Nine Aviation Inc.

This letter is to inform you that you are in compliance with Mississippi Code sections 61-5-11 and 61-3-21 "**Operation and use privileges: exemption from taxation**" and are exempt as a Fix Base Operator from Ad valorem taxes from 2013 forward. You will remain exempt as long as your Ground Lease is in effect, you are performing a Commercial Aeronautical Activity and you are complying with the "**City of Picayune Municipal Airport Minimum Standards and Airport Rules and Regulations**". If we can be of any help in the further let us know.

CITY OF PICAYUNE

BY: \_\_\_\_\_  
Ed Pinero, Mayor

ATTEST

\_\_\_\_\_  
City Clerk

WITNESS: \_\_\_\_\_  
FIX BASE OPERATOR \_\_\_\_\_

\_\_\_\_\_

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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.

**MOTION TO ADJOURN**

Motion was made by Council Member Valente, seconded by Council Member Stevens to adjourn until Tuesday, October 1, 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.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk