

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

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 Pro Temp Tammy Valente.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes of the City of Picayune dated October 15, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of October 2013.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	50,000	(50,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	10,325	10,325	6,555	3,770	13
351-000-341.02-000-000 GROUND LEASES	12,480	0	0	1,040	(1,040)	0
351-000-374.00-000-000 FUEL SALES	6,000	418	418	500	(82)	7
Total Revenues	697,140	10,743	10,743	58,095	(47,352)	2
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,091	4,091	4,794	703	7
SUPPLIES	500	0	32	42	10	6
OUTSIDE SERVICES	55,640	2,368	5,501	4,636	(865)	10
CAPITAL OUTLAY	660,000	0	0	55,000	55,000	0
Total Airport Expenses	773,659	6,459	9,624	64,472	54,848	1
Total Expenditures	773,659	6,459	9,624	64,472	54,848	1
Excess Revenue Over (Under) Expenditures	(76,519)	4,284	1,119	(6,377)	(102,200)	1

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	300	72	72	25	47	24
406-000-340.00-000-000 INTEREST INCOME	250	0	0	21	(21)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	1,167	1,167	5,750	(4,583)	2
406-000-392.00-000-000 SALE OF LOTS	20,000	5,885	5,885	1,667	4,218	29
Total Revenues	89,550	7,124	7,124	7,463	(339)	8
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,603	3,603	5,805	2,202	5
SUPPLIES	7,880	55	62	657	585	1
OUTSIDE SERVICES	3,269	54	54	272	218	2
CAPITAL OUTLAY	76,300	12,350	7,800	69,700	61,900	10
Total Cemetery Expenses	157,093	16,062	11,519	76,434	64,915	7
Total Expenditures	157,093	16,062	11,519	76,434	64,915	7
Excess Revenue Over (Under) Expenditures	(67,543)	(8,938)	(4,395)	(68,971)	(65,254)	(7)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	0	21	(21)	0
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,429	1,429	0	1,429	0
110-043-341.00-000-000 RENT	48,790	0	0	4,066	(4,066)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	1,590	(1,590)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	31,075	31,075	36,667	(5,592)	7
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	310	310	208	102	12
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	0	83	(83)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	8	(8)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	0	42	(42)	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	2,333	(2,333)	0
Total Revenues	540,225	32,814	32,814	45,018	(12,204)	6
Expenditures						
Sale of Lots Expenses						
Recreation Expenses						
PERSONNEL	127,352	7,036	7,036	10,613	3,577	6
SUPPLIES	53,500	2,127	9,306	28,842	19,536	17
OUTSIDE SERVICES	114,000	1,687	(23,413)	9,500	32,813	(21)
Total Recreation Expenses	294,852	10,850	(7,071)	48,955	56,026	(2)
Retirement Development Expenses						
Total Expenditures	294,852	10,850	(7,071)	48,955	56,026	(2)
Excess Revenue Over (Under) Expenditures	245,373	21,964	39,885	(3,937)	(68,230)	16

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,299,183	1,188	1,188	108,265	(107,077)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	15,899	15,899	18,823	(2,924)	7
001-000-202.00-000-000 PERSONAL TAXES	414,947	6	6	34,579	(34,573)	0
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	88	(88)	0
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	665	665	2,500	(1,835)	2
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	623	623	5,442	(4,819)	1
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	1,776	1,776	3,333	(1,557)	4
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	225	225	319	(94)	6
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	34,375	34,375	51,260	(16,875)	6
001-000-222.00-000-000 BUILDING PERMITS	46,000	6,640	6,640	3,833	2,807	14
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	1,137	1,137	288	849	33
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	0	1,667	(1,667)	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	109	109	0	109	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	2,292	(2,292)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	721	(721)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	0	672	(672)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	5,425	5,425	1,458	3,967	31
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	0	11,667	(11,667)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	340,519	340,519	339,833	686	8
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	4,678	(4,678)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	181	181	1,666	(1,485)	1
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	153	(153)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	12,000	12,000	1,250	10,750	80
001-000-264.00-000-000 PRG ANIMAL SHELTER	6,500	788	788	542	246	12
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	2,070	2,070	18,333	(16,263)	1
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	10,068	(10,068)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	174	174	1,083	(909)	1
001-000-330.00-000-000 COURT FINES & FEES	350,000	5,045	5,045	29,167	(24,123)	1
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	0	0	1,875	(1,875)	0
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	445	445	100	345	37
001-000-336.05-000-000 COLLECTION FEE	100	0	0	8	(8)	0
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	131	131	850	(719)	1
001-000-340.00-000-000 INTEREST EARNED	20,000	756	756	1,667	(911)	4
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	728	728	1,167	(439)	5
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	6,240	(6,240)	0
001-092-301.00-000-000 BRICK BY BRICK PROGRAM	0	300	300	0	300	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM	0	400	400	0	400	0
PROCEEDS						
PROCEEDS						
Total Revenues	7,990,322	431,605	431,605	665,862	(2,342,553)	5
Expenditures						
Municipal Council Expenses						
PERSONNEL	66,113	5,015	5,015	5,510	495	8

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	500	47	100	42	(58)	20
OUTSIDE SERVICES	64,150	10,533	10,663	5,346	(5,317)	17
Total Municipal Council Expenses	130,763	15,595	15,778	10,898	(4,880)	12
Municipal Court Expenses						
PERSONNEL	269,077	19,225	19,225	22,423	3,198	7
SUPPLIES	4,000	0	605	333	(272)	15
OUTSIDE SERVICES	54,750	15,190	15,190	4,563	(10,627)	28
Total Municipal Court Expenses	327,827	34,415	35,020	27,319	(7,701)	11
City Attorney Expenses						
PERSONNEL	9,450	718	718	790	72	8
OUTSIDE SERVICES	20,000	909	909	1,667	758	5
Total City Attorney Expenses	29,450	1,627	1,627	2,457	830	6
City Manager Expenses						
PERSONNEL	97,355	5,278	5,278	8,112	2,834	5
SUPPLIES	7,500	202	290	626	336	4
OUTSIDE SERVICES	16,300	1,586	1,501	1,359	(142)	9
Total City Manager Expenses	121,155	7,066	7,069	10,097	3,028	6
General Services Expenses						
PERSONNEL	16,920	1,284	1,284	1,411	127	8
SUPPLIES	7,700	390	390	642	252	5
OUTSIDE SERVICES	219,200	63,272	63,272	18,268	(45,004)	29
Total General Services Expenses	243,820	64,946	64,946	20,321	(44,625)	27
Financial Expenses						
PERSONNEL	138,675	12,167	12,167	11,556	(611)	9
SUPPLIES	7,500	621	1,020	626	(395)	14
OUTSIDE SERVICES	69,400	2,845	2,845	5,784	2,939	4
Total Financial Expenses	215,575	15,633	16,032	17,965	1,933	7
Code Enforcement Expenses						
PERSONNEL	135,346	12,280	12,280	11,278	(1,002)	9
SUPPLIES	4,300	253	214	358	144	5
OUTSIDE SERVICES	21,650	3,031	2,780	1,805	(975)	13
Total Code Enforcement Expenses	161,296	15,564	15,274	13,441	(1,833)	9
Police Administration Expenses						
PERSONNEL	160,493	12,022	12,022	13,375	1,353	7
SUPPLIES	7,500	0	0	625	625	0
OUTSIDE SERVICES	61,013	3,612	3,932	7,004	3,072	6
CAPITAL OUTLAY	8,657	0	0	721	721	0
Total Police Administration Expenses	237,663	15,634	15,954	21,725	5,771	7
Patrol & Investigations Expenses						
PERSONNEL	1,355,857	116,756	116,756	112,988	(3,768)	9
SUPPLIES	136,250	2,182	2,182	11,354	9,172	2
OUTSIDE SERVICES	103,500	15,875	17,110	8,625	(8,485)	17

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
CAPITAL OUTLAY	7,568	3,171	331	631	300	4
Total Patrol & Investigations Expenses	1,603,175	138,130	136,379	133,598	(2,781)	9
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	14,396	14,396	11,129	(3,267)	11
SUPPLIES	39,000	11,919	12,143	3,249	(8,894)	31
OUTSIDE SERVICES	15,500	309	154	1,292	1,138	1
Total Custody of Prisoners Expenses	188,054	26,624	26,693	15,670	(11,023)	14
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	389,410	26,742	26,742	32,452	5,711	7
SUPPLIES	8,500	486	788	709	(79)	9
OUTSIDE SERVICES	20,800	3,078	2,825	1,733	(1,082)	14
Total Records & Communications Expenses	418,710	30,306	30,355	34,894	4,540	7
<u>School Patrol Expenses</u>						
PERSONNEL	118,810	15,266	15,266	9,900	(5,366)	13
SUPPLIES	6,500	18	18	541	523	0
OUTSIDE SERVICES	2,750	328	328	230	(98)	12
Total School Patrol Expenses	128,060	15,612	15,612	10,671	(4,941)	12
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,294	2,294	2,511	217	8
SUPPLIES	1,280	0	0	106	106	0
OUTSIDE SERVICES	48,150	3,409	3,409	4,013	604	7
Total Animal Control Expenses	79,561	5,703	5,703	6,630	927	7
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	150,450	150,450	170,186	19,736	7
SUPPLIES	52,600	822	1,237	4,383	3,146	2
OUTSIDE SERVICES	73,063	9,394	9,883	6,089	(3,794)	14
Total Fire Department Expenses	2,167,904	160,666	161,570	180,658	19,088	7
<u>Streets & Drainage Expenses</u>						
PERSONNEL	441,228	32,219	32,219	36,770	4,551	7
SUPPLIES	140,001	7,685	30,905	11,665	(19,240)	22
OUTSIDE SERVICES	321,200	12,092	20,142	26,768	6,626	6
Total Streets & Drainage Expenses	902,429	51,996	83,266	75,203	(8,063)	9
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	386,345	31,391	31,391	32,196	805	8
SUPPLIES	101,344	2,386	4,799	8,446	3,647	5
OUTSIDE SERVICES	20,950	1,668	1,751	1,746	(5)	8
Total Grounds & Beautification Expenses	508,639	35,445	37,941	42,388	4,447	7
<u>Equipment Maintenance Expenses</u>						

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:02 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
PERSONNEL	45,987	2,467	2,467	3,833	1,366	5
SUPPLIES	16,110	179	17	1,343	1,326	0
OUTSIDE SERVICES	10,300	594	594	859	265	6
Total Equipment Maintenance Expenses	72,397	3,240	3,078	6,035	2,957	4
Total Expenditures	7,536,478	638,202	672,297	629,970	(42,326)	9
Excess Revenue Over (Under) Expenditures	453,844	(206,597)	(240,662)	35,892	(191,932)	(53)

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:03 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	0	625	(625)	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	672	672	1,667	(995)	3
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,555	4,555	4,500	55	8
405-000-355.00-000-000 MISC INCOME	112,000	7,408	7,408	9,333	(1,925)	7
405-000-355.01-000-000 MISC INCOME BAGS	4,000	268	268	333	(65)	7
405-000-360.01-000-000 METERED SALES WATER	1,656,138	128,118	128,118	138,012	(9,894)	8
405-000-360.02-000-000 METERED SALES GAS	1,818,615	110,891	110,891	151,551	(40,660)	6
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	350	350	187	163	18
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,710	12,710	12,083	627	9
405-000-365.00-000-000 GARBAGE REVENUE	915,000	80,946	80,946	76,250	4,696	9
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	42,181	42,181	0	42,181	0
Total Revenues	4,734,253	388,099	388,099	394,521	(6,422)	8
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	10,417	10,417	8,333	(2,084)	10
Total Intrafund Transfers Expenses	100,000	10,417	10,417	8,333	(2,084)	10
Utility Administration Expenses						
PERSONNEL	595,519	43,484	43,484	49,627	6,143	7
SUPPLIES	30,000	209	334	2,500	2,166	1
OUTSIDE SERVICES	220,250	36,632	36,547	18,353	(18,194)	17
Total Utility Administration Expenses	845,769	80,325	80,365	70,480	(9,886)	10
Director of Public Works Expenses						
PERSONNEL	161,940	12,365	12,365	13,496	1,131	8
SUPPLIES	15,930	32	32	1,327	1,295	0
OUTSIDE SERVICES	77,483	10,856	5,764	6,457	683	7
CAPITAL OUTLAY	54,000	530	51,961	52,157	206	96
Total Director of Public Works Expenses	309,353	23,783	70,122	73,447	3,325	23
Water Regulations Expenses						
PERSONNEL	40,780	3,557	3,557	3,388	(169)	9
SUPPLIES	23,511	0	0	1,960	1,960	0
OUTSIDE SERVICES	6,300	103	103	525	422	2
Total Water Regulations Expenses	70,591	3,660	3,660	5,883	2,223	5
Well and Pump Maintenance Expenses						
SUPPLIES	33,358	5,523	4,076	2,780	(1,286)	12
OUTSIDE SERVICES	67,216	2,724	477	5,602	5,125	1
Total Well and Pump Maintenance Expenses	100,574	8,247	4,553	8,382	3,829	5
Sewer Construction Expenses						
Utility Construction Expenses						

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2013**

Run: 10/31/2013 at 10:03 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
PERSONNEL	107,276	2,427	2,427	8,939	6,512	2
SUPPLIES	38,831	1,324	9,380	3,235	(6,145)	24
OUTSIDE SERVICES	34,149	689	4,754	2,845	(1,909)	14
Total Utility Construction Expenses	180,256	4,450	16,961	15,019	(1,942)	9
Water Operations Expenses						
PERSONNEL	248,222	17,794	17,794	20,685	2,891	7
SUPPLIES	107,381	16,170	52,110	8,949	(43,161)	49
OUTSIDE SERVICES	19,881	2,370	5,045	1,686	(3,360)	25
CAPITAL OUTLAY	54,992	(32,725)	(34,762)	4,583	39,345	(63)
Total Water Operations Expenses	430,576	3,609	40,187	35,882	(4,305)	9
Gas Operations Expenses						
PERSONNEL	219,413	15,204	15,204	18,284	3,080	7
SUPPLIES	1,073,079	152,947	163,385	89,423	(73,962)	15
OUTSIDE SERVICES	83,336	8,567	5,399	6,945	1,546	6
CAPITAL OUTLAY	3,000,000	17,435	(3,900)	250,000	253,900	(0)
Total Gas Operations Expenses	4,375,828	193,753	180,088	364,652	184,564	4
Garbage Expenses						
GARBAGE EXPENSES	810,000	147,026	147,026	67,500	(79,526)	18
Total Garbage Expenses	810,000	147,026	147,026	67,500	(79,526)	18
Loan Interest Expenses						
INTEREST EXPENSE	0	3,843	3,843	0	(3,843)	0
Total Loan Interest Expenses	0	3,843	3,843	0	(3,843)	0
Total Expenditures	7,222,947	479,113	556,822	649,578	92,756	8
Excess Revenue Over (Under) Expenditures	(2,488,684)	(91,014)	(168,723)	(255,057)	(98,178)	(7)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the docket for November 5, 2013 in the amount of \$637,952.11.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON LEASE AGREEMENT BETWEEN THE CITY OF PICAYUNE AND PEARL RIVER COUNTY HISTORICAL SOCIETY, INC

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to authorize the Mayor's signature on lease agreement between the City of Picayune and Pearl River County Historical Society, Inc.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

LEASE AGREEMENT

This Lease Agreement is made and entered into on the _____ day of November, A.D., 2013, by and between **THE CITY OF PICAYUNE, MISSISSIPPI**, A Mississippi Municipality, (hereinafter together referred to as "Landlord"), and, **PEARL RIVER COUNTY HISTORICAL SOCIETY, INC.**, A Mississippi Non-Profit Corporation, (hereinafter referred to as "Tenant").

RECITALS

WHEREAS, the City of Picayune is Mississippi Municipality and political subdivision of the State of Mississippi, located in and doing business in Pearl River County, Mississippi.

WHEREAS, the Pearl River County Historical Society, Inc., is Mississippi Non-Profit Corporation organized under the laws of the State of Mississippi having its principal place of business in Pearl River County, Mississippi; and, also possessing a tax exempt status under 501(c)(3) of the Internal Revenue Code.

WHEREAS, the City of Picayune has the authority pursuant to Miss. Code Ann. §21-17-3 and Miss. Code Ann. §21-17-5 to provide and/or lease space to the Pearl River County Historical Society for the civic purpose of providing a location to said Historical Society to operate, meet, and, act as a repository for the recorded history of Picayune, Mississippi, and Pearl River County, Mississippi.

WHEREAS, the City of Picayune and the Pearl River County Historical Society have reach an understanding the provision and/or leasing of space owed by the City of Picayune in the Historic City Hall unto the Pearl River County Historical Society for the civic purpose of allowing said Historical Society to operate, meet, and, act as a repository for the recorded history of Picayune, Mississippi, and Pearl River County, Mississippi.

AGREEMENT

NOW THEREFORE, in consideration of the terms, covenants and conditions of this Lease Agreement, the Parties hereto covenant and agree as follows, to-wit:

WITNESSETH:

1. **LOCATION:** Landlord does hereby lease and let to Tenant and Tenant does hereby take, rent, and hire from Landlord the real property set out in the legal description attached hereto and incorporated herein by this reference as Exhibit "1" (hereinafter referred to as the Demised Premises), on the terms and conditions set forth herein.
2. **TERM:** The term of this Lease shall be for a month to month tenancy. The term of this Lease shall begin on the _____ day of the month of _____, of the year 2013, and shall continue from month to month until the Lease is a cancelled or terminated as set out hereafter.
3. **RENT:** In consideration of this Lease Agreement, Landlord and Tenant agree that Tenant shall pay to Landlord the total amount of One Dollar (\$1.00) per month in advance beginning , _____, 2013. Should Tenant be

JD

de-funded, merged with a for profit corporation, have its assets transferred, dissolves and/or ceases to utilize the demised premises as set out herein, then, in that event, the Landlord shall have the right to terminate this Lease Agreement as set forth hereafter.

4. **OWNERSHIP OF DEMISED PREMISES:** Landlord covenants and warrants that the Landlord is the sole and exclusive owner of the Demised Premises. Landlord further covenants and warrants that the Landlord has the sole power to lease and demise the Demised Premises pursuant to this Lease Agreement and that this Lease Agreement, its terms, or conditions do not conflict with any restrictions or encumbrances relating to the ownership, alienability, or use of the Demised Premises.
5. **USE OF PREMISES:** Landlord and Tenant agree that the demised premises shall be used for the civic purpose of allowing said Tenant to operate, meet, and, act as a repository for the recorded history of Picayune, Mississippi, and Pearl River County, Mississippi.
6. **COMPLIANCE WITH LAW:** Tenant shall comply with all governmental laws, ordinances, and regulations applicable to the use of the demised premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in or upon, or connected with, the demised premises, which are caused by the Tenant or which result from the conduct of the Tenant's business in the demised premises.

7. **QUITE ENJOYMENT:** The Tenant, upon paying all the rent and performing all the other terms and covenants of this Lease Agreement, shall quietly have and enjoy the demised premises during the term of this Lease Agreement without hindrance or molestation, claiming by or through the Landlord.
8. **TAXES AND INSURANCE:** Tenant shall pay any and all personal property taxes, if any, assessed against furniture, furnishings, equipment, machinery or other personal property used by Tenant in connection with its occupancy of the demises premises. Tenant shall not be required to provide any public liability insurance.
9. **UTILITIES:** Tenant shall not be required to pay any electricity, gas, water, telephone, sewer and garbage pickup.
10. **ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:** The Parties agree that Tenant may, make any additions, alterations, improvements, or changes in or to the demised premises only after securing the written permission of the Landlord in advance. Any additions, alterations and/or improvements shall be performed in accordance with the relevant ordinances, and/or codes. Any such construction, alteration, addition, or improvement shall be done in a good and workmanlike manner, the structural integrity of the building shall not be impaired and no liens shall attach to the property by reason thereof. With the exception of trade fixtures, all alterations, changes and improvements built, constructed, or placed on the demise premises by Tenant shall, unless otherwise provided by written agreement between the Tenant and Landlord, shall become the property

of the Landlord and will remain on the demise premises at the expiration and/or termination of this Lease Agreement.

11. **ASSIGNMENT AND SUBLEASING:** Tenant shall not assign or sublet this Lease Agreement except only upon receiving prior written consent of the Landlord. The Tenant shall not be released from its obligations and duties under this Lease Agreement by any rental or sublease of all or a portion of the demised premises, or by assignment of this Lease Agreement. The acceptance of rent by the Landlord from any assignee or sublease shall not operate or be taken to work or effect such release. Any assignee shall be subject to and bound by all of the covenants, conditions and provisions of this Lease Agreement.
12. **COVENANT TO REQUEST TRANSFER:** It is agreed between the Landlord and Tenant that should the cost of any additions, alterations and/or improvements constructed by Tenant were constructed by the Tenant as a recipient of a Federal and/or State grant; and further, that should the Tenant be de-funded, merged with a for profit corporation, have its assets transferred, dissolves and/or ceases to utilize the premises as set forth above, then, in that event, the Tenant and/or its successors in interest shall seek written approval from the appropriate Federal and/or State authorities to transfer any and all title, right and/or interest unto the Landlord to the additions, alterations and/or improvements and/or attachments constructed by Tenant on the Landlord's real property. Additionally, in the event it is determined the the additions, alterations and/or improvements and/or attachments constructed by Tenant are no longer needed in accordance

with the applicable Federal law, State law and/or the terms of the grant under which the construction of such additions, alterations and/or improvements and/or attachments were effected, then, in that event, the Tenant shall seek written approval from the appropriate Federal and/or State authorities to transfer any and all right, title and/or interest unto the Landlord to the additions, alterations, improvements and/or attachments constructed by Tenant on the Landlord's real property.

13. **HOLD HARMLESS AND INSURANCE:** Tenant covenants and agrees that it will protect, defend, save and keep the Landlord forever harmless and indemnified from and against any penalty, charge or damage imposed for violation of any laws or ordinances by Tenant, Tenant's employees and/or agents and from and against any and all loss, costs, claims, damages or expenses, arising from or as a result of an accident, damage (personal or property) or injury, including death, which shall happen in or as a result of Tenant's use of the demised premises, or from the acts and omissions, negligent or otherwise, on the part of the Tenant, Tenant's employees, agents, guests or customers. The Tenant further agrees to reimburse the Landlord for any costs or expenses, including reasonable attorney fees, which the Landlord for any costs or expenses, including reasonable attorney fees, which the Landlord may incur in investigating, handling, defending or litigating such liabilities, damages, expenses, or claims. Tenant shall have no liability whatsoever for loss, costs, claims or damages resulting from the negligence of Landlord, Landlord's employees, agents or contractors. The indemnities and assumptions liability herein provided for shall continue in full

force and effect notwithstanding the termination of this Lease Agreement, whether by expiration of time, by operation of law, or otherwise. The Tenant agrees to maintain in full force during the term hereof a policy of general public liability insurance under which the Landlord and the Tenant are named as insureds, and under which the insurer agrees to indemnify and hold the Landlord harmless from and against all liability arising out of or based upon any and all claims, accidents, injuries and damages resulting from the Tenant's use of the demised premises, or from the acts and omissions, negligent or otherwise, on the part of the Tenant, Tenant's employees, agents, contractors, guests or customers. Said policy will have limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and/or death and for property damage. The Tenant shall furnish the Landlord with a certificate of liability insurance coverage evidencing the existence of coverage in accordance herewith, and such insurance shall be in a company or through an agency authorized to do business in the State of Mississippi. The amount of insurance coverage provided herein shall not be construed as a limitation of Tenant's indemnity under this Article. Tenant shall also maintain, at its own expense, fire and extended coverage insurance on the demised premises in an amount to be determined by Tenant. Nothing herein shall be construed as obligating the Landlord to maintain any insurance on Tenant's fixtures, equipment, inventory and/or other property or the property of third parties.

14. **USE OF LANGUAGE:** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender and words in the singular

shall be held to include the plural, unless the context otherwise requires.

15. **CAPTIONS:** The captions or headings of Paragraphs in this Lease Agreement are inserted for convenience only, and shall not be considered construing the provisions hereof if any question of intent shall arise.
16. **SUCCESSORS:** The terms, conditions, and covenants contained in this Lease Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective heirs, successors in interest and legal representatives, except as otherwise herein expressly provided.
17. **DAMAGE OR DESTRUCTION:** In the event of any natural disaster to the demised premises, either Party may, at its option, terminate this Lease. Landlord shall in no way be responsible for any damage or destruction to the building or any other personal property of Tenant which may be situated on said Demised Premises. Tenant, at its sole expense, shall keep and maintain in good condition and repair all the premises, improvements and personal property hereby leased including driveways and approaches. Tenant shall give the demised premises reasonable care and maintenance and shall be responsible for any damage over the normal wear expected.
18. **HAZARDOUS SUBSTANCES:** Tenant shall not cause or permit any Hazardous Substances to be brought upon, kept or used in, on or about the Premises by Tenant, its agents, employees, contractors or invitees, and Tenant, by execution of this Lease, covenants, warrants and represents to Landlord that it will keep the demised premises free from any and all unlawful contamination with

hazardous substances and that it will hold Landlord harmless and indemnify Landlord from any loss or damage with respect thereto and that Tenant shall be solely responsible for any and all costs and expenses incurred for remediation the event the same is required, and that violation of this provision shall constitute grounds for termination of this Lease, which said termination shall not relieve Tenant from its liability hereunder.

19. **DEFAULT AND TERMINATION:** In the event of: (1) the Tenant discontinues operations on the demised premises in accordance with Paragraph 5. set out above; (2) the Tenant is de-funded, merged with another corporation, have its assets transferred, dissolves and/or ceases to utilize the demised premises; and/or (3) if the Tenant shall default in the observance or performance of any other of the Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within ninety (90) days after written notice thereof, then the Landlord shall have the right to take complete possession of the demised premises, including the additions, alterations, improvements, or attachments situated thereon, to declare the term of this Lease ended, and remove any of Tenant's personal effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. Tenant shall be responsible to pay all costs of termination of this Lease Agreement, including payment of a reasonable attorney's fee. Further, the Landlord will dispose of articles left behind after the Agreement is terminated and the Tenant has moved from the premises. Additionally, in the event Landlord shall take possession of the leased premises, Landlord shall not be liable for any damage or destruction

to Tenant's property located on the demised premises. Subject to any continuing obligations created pursuant to this Lease Agreement, either of the Parties may terminate this Agreement upon ninety (90) days written notice to the other Party.

20. **RIGHT OF ENTRY:** The Landlord may enter the premises at any time necessary to inspect the premises. In case either Party has give notice of termination of this Lease Agreement, the Landlord may show the premises to any prospective Tenant.
21. **ABANDONMENT:** If at any time during the term of this lease, Tenant abandons the demised premises or any part thereof, Landlord may, at its option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to the Tenant for damages or for any payment of any kind whatever. If Landlord's right of re-entry is exercised following abandonment of the premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the premises to have also been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.
22. **NOTICES:** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt postage prepaid, registered or certified mail, return receipt

requested, addressed to Landlord: City of Picayune, Mississippi, Attention: City Manager, City of Picayune, 203 Goodyear Blvd, Mississippi 39466; and to Tenant: Pearl River County Historical Society, Inc., c/o Linda Tufaro, 203 Goodyear Blvd, Picayune, MS 39466, or such addresses as they may hereafter specify by written notice delivered in accordance herewith.

23. **ENTIRE AGREEMENT:** This Lease Agreement constitutes the entire agreement between the parties and may be amended only by written amendment to this Lease Agreement.
24. **FORUM SELECTION PROVISION:** Any and all disputes regarding the negotiation, performance, termination, cancellation, abandonment and/or interpretation of this lease agreement, together with any other dispute and/or claim which arises between the Parties or their successors to this lease shall be resolved exclusively in the Chancery Court of Pearl River County Mississippi, which shall have the exclusive jurisdiction over the Parties, their successors and/or any claims which same may have against one another.

THIS LEASE SHALL BE RECORDED IN THE MINUTE BOOK OF THE CITY OF PICAYUNE.

IN WITNESS WHEREOF, the Parties have executed this Lease, in duplicate originals, at Picayune, Pearl River County, Mississippi on the day and year first above written.

LANDLORD

ED PINERO
MAYOR IN AND FOR THE CITY OF
PICAYUNE

TENANT

, PRESIDENT
PEARL RIVER COUNTY HISTORICAL
SOCIETY, INC.

, SECRETARY
PEARL RIVER COUNTY HISTORICAL
SOCIETY, INC..

ATTEST:

AMBER HINTON
CITY CLERK

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this _____ day of _____, A.D., 2013, within my jurisdiction, the within named **ED PINERO, and AMBER HINTON**, who acknowledged to me that they are the Mayor and City Clerk, respectively, of **The City of Picayune, A Mississippi Municipal Corporation**, and that for and on behalf of said Municipality, and as its act and deed, they signed, executed and delivered the foregoing Lease Agreement on the day, in the year, and for the purposes therein contained after first having been duly authorized by said Municipality to do so.

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

Notary Public

My Commission Expires:

Motion was made by Council Member Stevens, seconded by Council Member Breland to approve request to name park located on Daniels Street and Hwy 43 N Mildred Mitchell Park.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CSPIRE'S SUPPLEMENTAL AGREEMENT FOR THE STATE OF MS WIRELESS CONTRACT #3489

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve CSpire's Supplemental Agreement for the State of MS Wireless Contract # 3489 and authorize Mayor to sign the same.

**GOVERNING AUTHORITY SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT
AGREEMENT
BETWEEN
CELLULAR SOUTH, INC. D/B/A C SPIRE WIRELESS
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

This document shall serve as a Governing Authority Supplement (the "Supplement") to the original Master Cellular Voice and Data Service and Equipment Agreement executed June 26, 2007, and amended on September 5, 2007, January 21, 2009, September 2, 2009, December 1, 2009, February 16, 2010, October 8, 2010, March 29, 2011, June 16, 2011, October 18, 2011, and November 11, 2011 (hereinafter collectively referred to as "Master Agreement") between Cellular South, Inc. d/b/a C Spire Wireless, a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 520, Ridgeland, Mississippi 39157, (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood that this Supplement is entered into as of the date it is signed by all Parties (the "Effective Date") by and between Contractor and City of Picayune having its principal offices at 203 Goodyear Boulevard, Picayune, MS 39466 (hereinafter referred to as "Governing Authority"). Contractor and Governing Authority are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Master Agreement is E-Rate qualified for those Products and Services that are E-Rate reimbursable; and

WHEREAS, Contractor and Governing Authority desire to enter into the Supplement to specify certain terms and conditions upon which Governing Authority may purchase the Products and Services from Contractor;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the Parties hereto agree as follows:

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Master Cellular Voice and Data Service & Equipment Agreement: Supplement for Governing Authorities-Oct2012

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1) The initial term of this Supplement begins on the Effective Date and continues for a period of two (2) years (the "Initial Term"). At the end of the Initial Term this Supplement may, upon the written agreement of the Parties, be renewed on a month to month basis or such other term as the Parties may agree upon (each a "Renewal Term") until such time as either Party gives the other Party thirty (30) days prior written notice of termination. The Initial Term and any Renewal Term are sometimes collectively referred to herein as the "Term".

2) It is understood and agreed that during the Term, Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific Products for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor.

3) During the Term, Governing Authority may purchase Products which are free ("Free Products") under the terms and conditions set forth in the Master Agreement.

4) During the Term, Governing Authority may purchase Products which have an initial purchase price ("Purchased Products") under the terms and conditions of the Master Agreement and on the same terms and conditions Contractor provides to its other customers as updated from time to time on Contractor's website at www.cspire.com (the "Contractor Terms"). The Contractor Terms include, but are not limited to, requirements for contract terms, liquidated damages termination fees, and upgrade policies and fees. By executing this Supplement, Governing Authority acknowledges and agrees that Governing Authority is agreeing to be bound by such Contractor Terms as are in effect at the time of Governing Authority's or its employees' activation of such Purchased Products. For example, Governing Authority could elect to purchase a particular Purchased Product for full retail price, in which case no liquidated damages termination fees would apply, or Governing Authority could elect to purchase a particular Purchased Product at the promotional price. If Governing Authority elected to purchase such Purchased Product at the promotional price, then Governing Authority must agree to maintain Service with Contractor for a set period of time (currently two (2) years) or else prorated liquidated damages termination fees would apply if Governing Authority terminated Service earlier than two (2) years after activation of the Purchased Product, regardless of the Term of this Supplement. This means that if Governing Authority activated a Purchased Product at the promotional price within the last three (3) months of the Term, for example, and Governing Authority subsequently terminated this Supplement at the end of the Term, then Governing Authority would owe Contractor a liquidated damages termination fee equal to the remainder of the promotional contract term (21 months) times the applicable liquidated damages termination fee. Governing Authority's right to purchase Purchased Products as set forth in this Section 4 is in addition to Governing Authority's right to purchase Free Products under the terms of the Master Agreement.

5) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. Except as expressly set forth in this Supplement, the terms and conditions of the Master Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Supplement and the terms of the Master Agreement, the terms of this Supplement shall prevail but only to the extent of the conflict. Any additional

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Master Cellular Voice and Data Service & Equipment Agreement: Supplement for Governing Authorities-Oct2012

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discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement.

6) This Supplement has been duly authorized by both Parties and it represents a binding obligation of both Parties.

7) This Supplement may only be amended in a writing executed by both Parties. This Supplement may be executed in counterparts and sent via facsimile or email, and the counterparts, when combined, shall constitute one binding instrument.

8) Any notice required or permitted to be given under this Supplement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the Party to whom the notice should be given at their address set forth below:

If to Contractor: Cellular South, Inc. d/b/a C Spire Wireless
1018 Highland Colony Parkway, Suite 520
Ridgeland, MS 39157
Attention: Janice Fitzgerald
Manager, Government Accounts
Email: msgov@cspire.com

If to Governing Authority: City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Email: mayor@picayune.ms.us

Notice shall be deemed given when actually received or when refused. Either Party may change their address by giving the other Party written notice of such address change in compliance with this Section.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Supplement to be executed by their authorized undersigned representatives effective as of the Effective Date.

Governing Authority:

Contractor:

City of Picayune

Cellular South, Inc. d/b/a C Spire Wireless

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Ed Pinero

Printed Name: Brian Caraway

Title: Mayor

Title: Senior Vice President

Date: _____

Date: _____

*Supplemental Term Dates:
April 9, 2013 – April 8, 2015*

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Master Cellular Voice and Data Service & Equipment Agreement: Supplement for Governing Authorities-Oct2012

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to open the public hearing for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 319 DOZIER ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 319 Dozier St. parcel 6175150020602200 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 210 N HAUGH AVE A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to declare 210 N Haugh Ave. parcel 6176140020503200 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE THE PUBLIC HEARING FOR PROPERTY CLEAN UP AT 921 IDLEWILD DR PARCEL 6172100040201600

Motion was made by Council Member Gouguet, seconded by Council Member Breland to table the public hearing for property clean up at 921 Idlewild Dr. parcel 6172100040201600.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE PUBLIC HEARING

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to close the public hearing for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SET A DATE OF FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP AT THE FOLLOWING PROPERTIES

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to set a date of December 3, 2013 for a public hearing for property clean up at the following properties:

1. Fourth Ave. PPIN 23120 Parcel 6172100030301200

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT ABSOLUTE RELEASE/WAIVER OF LIABILITY

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Absolute Release/Waiver of Liability for the City of Picayune.

satisfaction of any claim(s) and/or damage(s) which the Releaseor(s) may have sustained under the laws of the United States and the State of Mississippi.

And for the same consideration, and as an inducement to the Releaseor(s) to enter into this agreement, the undersigned have released and discharged, and by these presents do hereby release and discharge Releasee(s) of and from any and all claims, demands, actions, causes of action, suits and damages of every kind and nature whatsoever which they may have or claim to have, whether now or hereafter arising, for any damages, costs, loss and expenses which they may have, or claim to have, whether known or unknown, anticipated or unanticipated, and whether accrued or hereafter to accrue, growing out of said accident, incident, occurrence or event.

In executing and delivering this release, the undersigned rely wholly upon their own judgment, knowledge and belief as to the nature, extent and duration of the injuries and damages which they may have suffered or sustained, or may sustain in the future, as a result of the matter described hereinabove. As to the questions of liability involved, the undersigned have had the benefit of legal counsel of their own choosing, said. The undersigned further represent and warrant they have not been influenced by any representations, statements, or warranties made by person or entity, or by any agent, attorney, or other person representing them, or any of them, concerning the nature, extent or duration of said injuries or damages, or losses, or the legal liability therefore.

It is understood and agreed that this Release and Agreement is executed and delivered as a compromise and settlement of the claims of the undersigned, and the execution of this Release shall not to be construed as an admission of liability on the part of the Releasee(s), or any of them; but, on the other hand, said Releasee(s), and each of them, specifically deny any such liability therefore.

The undersigned covenant and agree that there have been no assignments of any claim of any claims in connection with the injuries or damages they allegedly sustained as a result in the matters described hereinabove, which in any way affect the settlement herein or the full, absolute and complete release of the Releasee(s) herein.

The undersigned, certify that they are of legal age, under no disability of any kind, fully and are completely competent to execute this release, and that they have fully read and completely understood the same or have had it explained to them by their attorney.

As a material inducement unto the Releasee(s) to enter into this Agreement, the undersigned Parties further covenants, promises and warrants that absolutely no disclosure or publication whatsoever will be made to any person or entity of the terms, of or the fact of this settlement. It is expressly understood, covenanted, warranted and agreed by the Parties that the fact of, and terms of, this settlement are expressly confidential and cannot be revealed, discussed, disclosed, or otherwise published to any person or entity whatsoever. The undersigned Parties do hereby acknowledges and agrees that the confidentiality of this settlement is a material term of this settlement and the execution of this Release, without which confidentiality agreement no settlement of this matter would have be made or achieved.

Further, the Releaseor(s) do hereby release the Releasee(s) who may have any liability in the premises either directly, indirectly, or by contract, vicariously or by way of indemnification, of and from any and all actions, causes of action, claims, demands, or causes of action for bodily injury, pain and suffering, property damage, punitive damages, medical expenses, hospital expenses, lose of consortium, loss of companionship, mental anguish, emotional distress, loss of wage earning capacity, loss

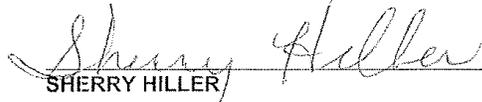
of wages, loss of services, expenses, costs, bad faith dealings, loss of reputation, loss of standing in the community, embarrassment or any causes of action for any loss or consequential damages by anyone or all of them of any kind or character whatsoever, both known and unknown, whether they are presently existing or may arise in the future or whether there by any mistake either mutual or otherwise by us or all of the Parties hereto as to the character, nature or extent of said injuries, or any aggravation thereof, on account of or as a result of or in any way arising out of that certain incident(s) more specifically described above.

The undersigned acknowledge that the foregoing are material representations without which the Parties would not have entered into this Release and Agreement.

IN WITNESS WHEREOF, we the undersigned Parties do hereby covenant, agree, promise and warrant as evidenced by our signatures and joinders set out below, on this the ____ day of _____, A.D., 2013.



WILLIAM HILLER



SHERRY HILLER

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Personally appeared before me, the undersigned authority in and for the above named County, State and Jurisdiction, the within named **WILLIAM HILLER AND WIFE, SHERRY HILLER**, who being by me first duly sworn, states, under oath, that he/she/they has/have read the above and foregoing Release and after such reading, he/she/they fully understand(s) such instrument and all of its forms and provisions, and that he/she/they signed, executed and delivered same as his/her/their voluntary act and deed on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED before me, this the 31st day of October, A.D., 2013.

Rhonda Thompson
NOTARY PUBLIC



My Commission Expires:

Nov. 3, 2015

1/8

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CAPT. THERESA MILAR

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve out of state travel for Capt. Theresa Milar to attend a Property and

Evidence Management Training Class November 19-20, 2013 at the Jefferson Parish Sheriff's Office.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR JESSICA ESQUE AND CANDICE SMITH

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve out of state travel for Jessica Esque and Candice Smith to attend PTS Software Training December 10-13, 2013 in Baton Rouge, LA.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Stevens to recess until November 19, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk