

**STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER  
CITY OF PICAYUNE**

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, September 20, 2011, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Priscilla Daniel.

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

Opening prayer was given by Larry Watkins, 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 Lane, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated September 6, 2011.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT FOR AUGUST 2011**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to acknowledge receipt of monthly privilege license report for August 2011.

REGULAR MEETING SEPTEMBER 20, 2011

CITY OF PICAYUNE  
NEW BUSINESS LISTING

DATE: 09/13/2011

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ACCT	BUSINESS NAME	ORG DATE	LOCATION	APPLICANT	PROD SRV
1936	MARILYN'S XTREME STUDIO	08/01/2011	314 WEST CANAL ST	MARILYN MCLEMORE	DANCE STUDIO
1937	OUTLAW MMA	08/17/2011	320 A CURRAN AVE	JOE NAMETH	MMA TRAINING SC
1938	C & D AUTOMOTIVE, INC	08/23/2011	2324 HWY 11 N	CINDY WEST	USED TIRE SHOP
1939	LIGHTHOUSE	08/30/2011	423 MEMORIAL BLVD STE B	AMANDA GUERRA	THRIFT STORE, M
1940	UNIFORMS BY BALES, LLC	08/30/2011	1125 HWY 43 N STE D	DENISE BALES	MEDICAL UNIFORM

TOTAL >> 5

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CITY OF PICAYUNE  
PRIV LIC ISSUED

DATE: 08/01/2011

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LICENSE	ACCT	BUSINESS	AMOUNT
10371	576	1040, INC	30.00
10374	1119	1040, INC	30.00
<del>10452</del>	<del>1453</del>	<del>1ST LAKE PROPERTIES, INC</del>	<del>20.00</del>
10538	1256	A & A GIFTS PLUS	20.00
10350	998	A-1 AUTOMOTIVE REPAIR AND SERV	20.00
10363	1930	ACORN PEDIATRICS	20.00
10430	1	ADVANCE AMERICA CASH #245	20.00
10447	925	ADVANCE AUTO PARTS #9838	150.00
10270	279	ADVANCED EYECARE, LLC	30.00
10527	1419	ADVANTAGE FINANCIAL SERVICES	20.00
10233	1866	ADVANTAGE INSURANCE COMPANY	20.00
10492	121	AHMAD HAIDAR, MD	163.20
10376	1486	ALEXANDER & VICTOR FINE ART LLC	92.50
10208	10	ALL PRO CONSTRUCITON LLC	20.00
10373	695	ALPINE APARTMENTS	20.00
10351	178	AMC ENTERPRISES	20.00
10416	1529	AMEDISYS MISSISSIPPI, LLC	45.00
10273	5	AMERICAN CRESCENT ELEVATOR MFG	80.00
10525	1100	AMERICAN GLASS SERVICES	30.00
10453	1412	AMERICAN IRON PARTS PLUS	20.00
10216	289	AMERICAN LEGION MCSWEEN POST	260.00
10411	6	ANIMAL HEALTH CLINIC	30.00
10507	7	ANNIE'S KINDERGARTEN	20.00
10462	1834	APRIL'S ART STUDIO	20.00
10262	1894	AQUATIC SPECIALTY	20.00
10214	1860	ASIAN SQUARE INC	35.00

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CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10512	166	AVON ENGINEERED FABRICATIONS	80.00
10372	1799	AXCESS MEDICAL	20.00
10449	13	BABER'S INC.	20.00
10385	183	BANK PLUS	30.00
10386	184	BANK PLUS	48.00
10387	186	BANK PLUS	20.00
10313	1207	BARZE' PLACE	20.00
10491	1704	BAUMANN & COMPANY, PLLC	30.00
10497	1587	BEE'S SALON & BOUTIQUE	20.00
10378	290	BERRY VETERINARY CLINIC	20.00
10221	483	BETTY K'S	30.00
10222	949	BILLY W WALLEY	20.00
10282	308	BROWN FUNERAL HOME	20.00
10344	543	BUY LOW AUTO PARTS	25.00
10536	1938	C & D AUTOMOTIVE, INC	22.00
10477	21	C & H PEST CONTROL INC.	30.00
10228	1797	C2 INVESTMENTS, INC.	20.00
10395	1883	CAMELLIA HOME HEALTH	54.00
10329	24	CAR PARTS CENTER	20.00
10269	25	CAR TITLE LOANS OF AMERICA	20.00
10333	79	CAROLYN TERRY PHOTOGRAPHY	20.00
10359	427	CARR INSURANCE AGENCY LLC	20.00
10280	1915	CARVER REALTY, INC	20.00
10520	1543	CASANO LAW FIRM & TITLE CO., PA	20.00
10466	26	CASH INC OF PICAYUNE	20.00
10381	848	CAUCHEMAR OPTICAL, LLC	25.00

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LICENSE	ACCT	BUSINESS	AMOUNT
10404	27	CELLULAR SOUTH	62.50
10484	1199	CENTER STAGE SCHOOL OF DANCE	20.00
10305	28	CENTRAL FINANCIAL SERV INC	20.00
10362	434	CHAMPAGNE INDUSTRIES	20.00
10524	1332	CIAO KING	20.00
10523	167	CITY REXALL DRUGS	40.00
10392	33	CLAIBORNE HILL SUPERMARKET	157.50
10295	941	CLASSIC TOWING	20.00
10288	1763	COAST HEARING AID LAB, LLC	20.00
10418	978	COASTAL METAL WORKS LLC	80.00
10335	391	COLDWELL BANKER	30.00
10463	1864	COMMUNITY THERAPY ASSOCIATES	30.00
10366	1909	CONSIGNMENT FURNITURE INC	20.00
10242	1253	COTTAGE INTERIORS	20.00
10258	1650	COUNTRY SHABBY CHIC	20.00
10294	1583	CPP, LLC	30.00
10459	1723	CRYSTAL CLEAR CLEANING SPECIALIST	20.00
10550	1604	CURTIS WHOLESALE & AUTO REPAIR	20.00
10239	39	CYCLE SHACK	72.50
10297	444	D J'S AUTOMOTIVE SERVICE	98.80
10505	686	DALINDA'S HAIR SALON	20.00
10425	929	DAVID P. SCHWARZ, ODPC	30.00
10465	41	DAVIS REFRIG & ELECTRICAL	30.00
10379	43	DAYS INN	30.00
10415	1698	DCT ENTERPRISES LLC	45.00
10417	1912	DELISE CARPET & UPHOLSTERY CLEANING, LLC	20.00

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CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10281	63	DELTA DATA SYSTEMS	30.00
10488	626	DEPENDABLE AUTO PARTS	20.00
<del>10260</del>	<del>1115</del>	<del>DIANE'S NAILS</del>	<del>20.00</del>
10357	550	DOCKSIDE SEAFOOD & SPECIALTIES	45.00
10486	790	DOLEAC ELECTRIC COMPANY, INC.	30.00
10431	71	DOMINO'S PIZZA #5917	30.00
10341	48	DON'S SEAFOOD	55.00
10424	997	DONALD'S ELECTRIC SERVICE	20.00
10421	49	DONALDSON, EDWARD L JR DDS	30.00
10438	372	DRS. WATSON & DABDOUB	20.00
10365	53	DUNCAN ELECTRIC	20.00
10255	1884	DUNN'S AUTO SALES LLC	20.00
10432	60	EDWARD JONES INVESTMENTS	20.00
10433	678	EDWARD JONES INVESTMENTS	20.00
10301	673	EL MARIACHI	90.00
10229	1921	EXECUTIVE CONTRACTING, INC	20.00
10227	1542	EXECUTIVE REAL ESTATE, INC	20.00
10197	1867	EZELL'S PAINTS LLC	25.00
10300	107	FAMILY MEDICAL CLINIC P A	20.00
10307	1286	FARMER FRESH PRODUCE INT'L LLC	90.00
10450	1825	FASHIONS BY LILLIE	20.00
10338	1421	FINANCE ONE INC	20.00
10303	109	FORD REALTY, INC	20.00
10542	1901	FREDDIE'S STORE	35.00
10246	766	FUNDS MANAGEMENT INC	20.00
10380	714	FUTRELL, DAVID E, DDS, P A	30.00

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LICENSE	ACCT	BUSINESS	AMOUNT
10290	1895	INNOVATIVE STONE WORKS, LLC	20.00
10200	400	JACK'S ELECTRIC SERVICE INC	20.00
10318	1283	JACOB'S WELL THRIFT STORE	40.00
10234	135	JAMES FURNITURE INC	32.50
10279	142	JASON O LEE	20.00
10464	1544	JCV ENTERPRISES LLC	105.30
10337	258	JIMMY STOCKSTILL MOTORS, INC	30.00
10368	259	JIMMY'S MINI STORAGE NORTH	20.00
10369	260	JIMMY'S MINI STORAGE SOUTH	20.00
10232	605	JOEY'S SERVICE CENTER	20.00
10423	826	JOHN A HOWELL, PA	20.00
10410	1914	KANDEE'S FROZEN YOGURT	20.00
10388	1568	KARE-IN-HOME HEALTH SERVICES	30.00
10420	1009	KEESLER FEDERAL CREDIT UNION	48.00
10278	138	KEITH'S CAR CARE	30.00
10434	214	KENTUCKY FRIED CHICKEN	70.00
10503	1925	KICK IT	20.00
10292	1562	KIDS CLUBHOUSE	30.00
10240	1008	KIDS KORNER LEARNING CENTR LLC	36.00
10360	139	KINCHEN ELECTRIC	20.00
10518	1523	KOBE GRILL, INC	45.00
10299	1617	L & M'S CUTTIN UP	20.00
10274	1097	LAMONTE'S COFFEE TIME LLC	20.00
10409	141	LAWN MOWER & SMALL ENGINE REPA	75.00
10230	325	LAWRENCE L SESAL	20.00
10375	1294	LEONARD ANIMAL HOSPITAL	30.00

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LICENSE	ACCT	BUSINESS	AMOUNT
10204	1675	LES SAVONNERIE	20.00
10544	1939	LIGHTHOUSE	20.00
10312	147	LOHNES CHIROPRACTIC CLINIC	20.00
10271	149	MAIL FAST FORWARD	20.00
10224	1771	MARILYN GOUGUET LCSW	20.00
10195	1936	MARILYN'S XTREME STUDIO	22.00
10285	837	MARVIN LACOSTE REPAIR SERVICE	20.00
10293	487	MCDONALD FUNERAL HOME	55.00
10238	1010	MICKLE'S PICKLES	20.00
10248	1878	MIELE INSURANCE AGENCY	20.00
10237	522	MILLBROOK COUNTRY CLUB	65.00
10266	1103	MINI FOOD MART	35.00
10398	1916	MISSISSIPPI AEROSPACE CORP	30.00
10516	1182	MISSISSIPPI TITLE LOAN, INC	20.00
10517	1183	MISSISSIPPI TITLE LOANS, INC	20.00
10483	158	MOORE & POWELL CPA'S PA	30.00
10548	1869	MS OUTBOARD & PONTOON OUTLET	25.00
10383	529	MURPHY USA #5529	50.00
10254	1483	N R H & ASSOCIATES	20.00
10327	1007	NAIL EXPRESSIONS	20.00
10331	1282	NAMIAS REPAIR SERVICE & SALES	20.00
10490	1838	NCR CORPORATION	32.50
10489	1857	NCR CORPORATION	50.00
10347	1807	NEW BUFFET CITY INC.	30.00
10482	1505	NEW ORLEANS FIREMEN'S	20.00
10370	1913	NICHELSON QUICK STOP	35.00

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CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10451	1790	NNC INVESTMENTS	20.00
10340	267	NORDAN SMITH WELDING SUPPLIES	92.50
10304	1871	NORTH 11 DINER	20.00
10529	269	OAK MANOR APARTMENTS	163.20
10478	1937	OUTLAW MMA	22.00
10435	272	PAGE BOOKEEPING & TAX SVC, LLC	20.00
10475	1744	PANDA PALACE	20.00
10384	815	PAPA JOHN'S PIZZA	60.00
10306	668	PARKER, ANNE MARIE	20.00
10264	244	PAST & PRESENTS	20.00
10336	1663	PATRICK ECK DDS LLC	20.00
10467	438	PAUL E BOUNDS, INC	230.00
10407	1932	PAUL'S AUTO SALES OF PICAYUNE	20.00
10308	274	PAW PAW'S CAMPER CITY, INC	105.00
10241	1874	PAYLESS TOBACCO	20.00
10427	1902	PEDIATRIC SPEECH THERAPY	20.00
10528	252	PHILLIPS BUILDING SUPPLY	230.00
10251	351	PICAYUNE AUTO SALES	20.00
10405	203	PICAYUNE BODY SHOP	30.00
10521	277	PICAYUNE DIALYSIS	30.00
10330	278	PICAYUNE EYE CLINIC	36.00
10471	1418	PICAYUNE FUNERAL HOME	30.00
10494	1779	PICAYUNE HOSPITALITY, LLC	30.00
10485	593	PICAYUNE MED/MED CNTR PHARMACY	50.00
10367	280	PICAYUNE MONUMENT CO	20.00
10389	597	PICAYUNE MOTEL	20.00

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REGULAR MEETING SEPTEMBER 20, 2011

CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10510	1694	PICAYUNE PAWN & MUSIC	500.00
10199	1870	PICAYUNE PETROLEUM	35.00
10514	1048	PICAYUNE PHYSICAL THERAPY CTR	30.00
10287	569	PICAYUNE SHELL	90.00
10235	1830	PICAYUNE SMILES	30.00
10310	1149	PICAYUNE TIRE SERVICE NORTH	35.00
10311	227	PICAYUNE TIRE SERVICE SOUTH	35.00
10210	1515	PICTURE IT GALLERY, LLC	20.00
10253	282	PIGOTTS TAX SERVICE	20.00
10397	243	PINE GROVE OUTREACH CENTER	20.00
10428	346	PINE TREE LANES	30.00
10244	256	PROFESSIONAL REALTY	30.00
10446	823	PRUDENTIAL GARDNER REALTORS	20.00
10247	286	PUTNAM AUTO SUPPLY	25.00
10390	82	QUICK CUTS	20.00
10218	1855	RACHEL'S PAWFESSIONAL TOUCH	20.00
10284	1732	RANDAL PICAYUNE INC # 33998	30.00
10283	1731	RANDAL PICAYUNE INC # 38440	30.00
10349	1714	REBECCA HENRY DBA H & R BLOCK	30.00
10442	1719	REDBOX AUTOMATED RETAIL LLC	20.00
10443	1720	REDBOX AUTOMATED RETAIL LLC	20.00
10441	1848	REDBOX AUTOMATED RETAIL LLC	20.00
10444	1849	REDBOX AUTOMATED RETAIL LLC	20.00
10445	1721	REDBOX AUTOMATED RETAIL, LLC	20.00
10526	1462	REGIONS BANK	30.00
10309	985	RHEOGISTICS, LLC	80.00

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CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10302	1772	RHONDA M SANDERS	20.00
10275	74	RICK'S SWIMMING POOL SUPPLY #6	20.00
10531	738	RISER, JAMES M MD	60.00
10440	226	RITE AID PHARMACY # 7222	455.00
10236	1613	ROBERTSON BROTHERS LLC	20.00
10408	1567	ROGERS HEARING HEALTHCARE, INC	20.00
10315	1414	ROSE NAILS	20.00
10322	829	ROY L WILSON, PRINTING	20.00
10355	1829	S & M PIT STOP INC	20.00
10272	323	SCOTT & ASSOCIATES	20.00
10522	1893	SHAY MARIE FABRICS, LLC	20.00
10436	493	SHEAR IMAGES BEAUTY SALON	20.00
10540	1899	SHELTON DUNN	20.00
10429	1227	SHERWIN WILLIAMS COMPANY #2736	62.50
10473	1924	SNOWBALL HUT	20.00
10334	235	SONIC DRIVE IN	90.00
10364	1437	SOUTH MISSISSIPPI ICE HOUSE	30.00
10326	303	SOUTHERN BLDG ENTERPRISES INC	30.00
10480	449	SOUTHERN DEVELOPERS, INC	20.00
10396	1191	SOUTHERN SALONS LLC	30.00
10413	331	SPIERS DUPLEX	20.00
10328	382	STEWART ANIMAL HOSPITAL	20.00
10342	334	STUART COMPANY	30.00
10324	831	STUDIO NAILS	44.00
10225	237	SUNFLOWER #9073	137.50
10339	1813	SUPER SOAKER EXPRESS 2	20.00

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CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10519	236	TACO BELL #15326	75.00
10437	794	TED MUSGROVE	20.00
10276	1705	TERESA E KLAINER, M.D. PLLC	20.00
10439	1084	THE BLOOD CENTER	20.00
10498	1847	THOMPSON INVESTMENTS & CONSTRUCTION, LLC	20.00
10400	271	TONY OLDMIXON	20.00
10509	861	TRAVIS STUDIOS INC	20.00
10361	98	TREASURE HUNT, LLC	95.00
10291	1493	TREITLER'S INC.	20.00
10243	330	TROY G. FLOWERS, SR.	20.00
10212	1681	TURLEY INTERNATIONAL RESOURCES	80.00
10353	35	TVSA, LLC	30.00
10546	1940	UNIFORMS BY BALES, LLC	22.00
10530	1051	VERIZON WIRELESS	50.00
10382	368	WAFFLE HOUSE #968	60.00
10422	57	WAL-MART SUPERCENTER #970	1,855.00
10296	415	WALKERS COLLISION CENTER, INC	30.00
10231	64	WALTER E GIPSON IV MD	30.00
10314	233	WALTER F GANDY	20.00
10289	117	WARD G GRIFFING DDS	30.00
10245	539	WAREHOUSE DISCOUNT GROCERY	50.00
10487	1841	WE DAT LOCKER ROOM	20.00
10448	375	WHITFIELD & CO P.C.	30.00
10226	1456	WHITFIELD RENTALS	25.00
10256	1926	WILLIAM BURNETT	35.00
10332	379	WILLIAMS, SMITH & STOCKSTILL	30.00

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CITY OF PICAYUNE  
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LICENSE	ACCT	BUSINESS	AMOUNT
10250	352	WINDMILL REALTY	20.00
10277	1526	WOMEN'S CLINIC OF PICAYUNE	20.00
10501	1927	X-FINITY DANCE ACADEMY, LLC	20.00
10263	366	XPRESS COPY CENTRE	20.00
	290	TOTAL >>>	12,964.50

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS  
REQUEST REPORT FOR AUGUST 2011**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to acknowledge receipt of the monthly public records request report for August 2011.

<b>CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS AUGUST 2011</b>				
<b>DATE</b>	<b>PERSON REQUESTING</b>	<b>SUBJECT MATTER</b>	<b>DATE FILLED/ DENIED</b>	<b>ACTION</b>
08/01/11	PICAYUNE HOUSING AUTHORITY	#11 FINGERPRINTS & #4 RECORDS CHECK	08/01/11	APPROVED
08/31/11	DANIEL B SNELLINGS	ACCIDENT REPORT # 2011-08-2892	08/31/11	APPROVED
08/31/11	MS DEPT OF HUMAN SERVICES	RECORD'S CHECK & DISPOSITIONS	08/31/11	APPROVED
08/30/11	PICAYUNE APARTMENTS	RECORD'S CHECK ON FREDERICK KIRSH	08/30/11	APPROVED
08/30/11	LEVI RENDON	ACCIDENT REPORT #2011-08-2585	08/30/11	APPROVED
08/30/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON KADRICK GARRETT	08/30/11	APPROVED
08/30/11	FBI	INCIDENT REPORT # 2011-07-0922	08/30/11	APPROVED
08/29/11	PASS CHRISTIAN POLICE DEPARTMENT	RECORD'S CHECK ON KEIRSTEN LEE FISHER AND LEE MCDONALD	08/29/11	APPROVED
08/23/11	PICAYUNE APARTMENTS	RECORD'S CHECK ON EBONI WASHINGTON	08/23/11	APPROVED
08/29/11	MEMORIAL HOSPITAL	RECORD'S CHECK ON FALON KUHAGEN	08/29/11	APPROVED
08/29/11	FIFTEENTH JUDICIAL DISTRICT DRUG COURT	RECORD'S CHECK ON DEONTRA BROWN	08/29/11	APPROVED
08/26/11	JACOB PATTISON	ACCIDENT REPORT # 2011-07-2426	08/26/11	APPROVED
08/16/11	ELAINE LADNER	INCIDENT REPORT # 2011-08-1738	08/26/11	APPROVED
08/25/11	ANITA DILLARD	ACCIDENT REPORT # 2011-08-1966	08/25/11	APPROVED
08/25/11	TIERRA BAGLEY	RECORD'S CHECK	08/25/11	APPROVED
08/25/11	NURSING MANAGEMENT, INC	RECORD CHECK ON JAMIE BILBO	08/25/11	APPROVED
08/25/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON JOSEPH CARDEN	08/25/11	APPROVED
08/24/11	KATHERINE J CERNY	ACCIDENT REPORT # 2011-08-0949	08/24/11	APPROVED
08/24/11	BRIAN BAKER	ACCIDENT REPORT # 2011-08-1528	08/24/11	APPROVED
08/24/11	SHELBY YOUNG	RECORD CHECK FOR ELMWOOD MANOR	08/24/11	APPROVED
08/24/11	UNITED STATES DISTRICT COURT	#4 RECORD CHECKS	08/24/11	APPROVED
08/23/11	CORTNEY WATTS	ACCIDENT REPORT # 2011-07-2500	08/23/11	APPROVED
08/23/11	PRC SHERIFF'S OFFICE	RECORD'S CHECK ON GRADY A WILLIS	08/23/11	APPROVED
08/23/11	CHRIS SIMS	ACCIDENT REPORT # 2011-08-1450	08/23/11	APPROVED
08/23/11	MARY JEFFERSON	ACCIDENT REPORT # 2011-08-1566	08/22/11	APPROVED
08/22/11	JANICIA FORTENBERRY	RECORD'S CHECK FOR HIGHLAND COMMUNITY HOSPITAL	08/22/11	APPROVED
08/22/11	RACHEAL DONNELLY	ACCIDENT REPORT # 2011-08-0036	08/22/11	APPROVED
08/19/11	ROBERT BELLANGER	RECORD'S CHECK	08/19/11	APPROVED
08/18/11	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON TERRENCE HARDY	08/18/11	APPROVED
08/17/11	MICHAEL COOPERIDER	RESIDENTIAL BURGLARY REPORT # 2011-08-1229	08/17/11	APPROVED
08/17/11	CARL GRAHAM	ACCIDENT REPORT # 2011-08-0973	08/17/11	APPROVED
08/17/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON ALBERT STYCZENSKI	08/17/11	APPROVED
08/17/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON HARLEY DAVID WHITE	08/17/11	APPROVED
08/17/11	GAB ROBINS	MALICIOUS MISCHIEF REPORT 2011-08-0924	08/17/11	APPROVED
08/16/11	JOSEPH BURTON	RECORD'S CHECK	08/16/11	APPROVED
08/16/11	LENORA RANDOLPH	RECORD'S CHECK	08/16/11	APPROVED
08/16/11	JAMES & COURTNEY STRICKLAND	# 2 RECORD'S CHECK	08/16/11	APPROVED
08/16/11	ELIZABETH LAPTAS	ACCIDENT REPORT # 2011-08-0606	08/16/11	APPROVED
08/15/11	WALTER MCCANN	MALICIOUS MISCHIEF REPORT 2011-08-1214	08/15/11	APPROVED
08/15/11	GEORGE GUTTER	INCIDENT REPORT # 2011-08-1206	08/15/11	APPROVED
08/15/11	EARL HEBERT/ANN HEBERT	RESIDENTIAL BURGLARY REPORT # 2011-08-0274	08/15/11	APPROVED
08/12/11	NURSING MANAGEMENT, INC	RECORD'S CHECK ON KENYATA MURPHY	08/12/11	APPROVED
08/12/11	CENTRAL MISSISSIPPI CORRECTIONAL FACILITY	DISPOSITIONS	08/12/11	APPROVED
08/12/11	CUSTARD INSURANCE ADJUSTERS	ACCIDENT REPORT # 2011-08-0432	08/12/11	APPROVED
08/11/11	ROBERTO TALAVERA	ACCIDENT REPORT # 2011-08-0055	08/11/11	APPROVED
08/11/11	CITY OF PICAYUNE	RECORD'S CHECK ON MELISSA PLAISANCE	08/11/11	APPROVED

REGULAR MEETING SEPTEMBER 20, 2011

08/11/11	JOHN STEWART	ACCIDENT REPORT # 2011-08-0432	08/11/11	APPROVED
08/11/11	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2011-07-2951	08/11/11	APPROVED
08/10/11	LYNN ETHERTON	MALICIOUS MISCHIEF REPORT # 2011-08-0560	08/11/11	APPROVED
08/10/11	PRC SHERIFF'S OFFICE	RECORD'S CHECK ON DENISE E SUTERS	08/10/11	APPROVED
08/10/11	ANGEL TAYLOR	RECORD'S CHECK	08/10/11	APPROVED
08/09/11	FLORIDA DEPT OF AG AND CONSUMER SERVICES	INCIDENT REPORT # 2011-06-0702	08/09/11	APPROVED
08/08/11	NATIONAL SERCURITY ADJUSTERS	COPY OF ARSON REPORT # 2011-07-2980	08/08/11	APPROVED
08/08/11	UNITED STATES DISTRICT COURT	RECORD CHECK ON ANTHONY NECAISE	08/08/11	APPROVED
08/08/11	STATE OF MS DEPT OF CORRECTIONS	INCIDENT REPORT # 2011-07-1667	08/08/11	APPROVED
08/08/11	DON LEWIS	JAIL TIME ALLOTMENT FORM	08/08/11	APPROVED
08/08/11	LINDA ELLIS	CRASH REPORT # 11-07-2846	08/08/11	APPROVED
08/05/11	ROBERT ARNOLD	ACCIDENT REPORT # 2011-08-0072	08/05/11	APPROVED
08/05/11	GLENDA KIRKLAND	ACCIDENT REPORT # 2011-05-0717	08/05/11	APPROVED
08/05/11	LEATRICE BROWN	MALICIOUS MISCHIEF REPORT # 2011-07-2828	08/05/11	APPROVED
08/04/11	CYNTHIA EVANS	RECORD'S CHECK	08/04/11	APPROVED
08/04/11	FBI	INCIDENT REPORT # 1997-12-0567	08/04/11	APPROVED
08/04/11	LACY BURK	ACCIDENT REPORT # 2011-08-0072	08/04/11	APPROVED
08/03/11	RODNEY DISMAS CONTI	RECORD CHECK	08/03/11	APPROVED
08/03/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-07-2786	08/03/11	APPROVED
08/03/11	PICAYUNE APARTMENTS	RECORD CHECKS ON SHUNNIQUQA SELLERS & ROGER DOE	08/03/11	APPROVED
08/03/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-07-1728	08/03/11	APPROVED
08/03/11	SAFeway INSURANCE COMPANY	CAD PRINT OUT 2011-07-3033	08/03/11	APPROVED
08/03/11	JOHN SPOSATO JR	ACCIDENT REPORT # 2011-07-2789	08/03/11	APPROVED
08/03/11	LEXIS NEXIS	ACCIDENT REPORT # 2011-07-1406	08/03/11	APPROVED
08/02/11	SANDRA ULMER	ACCIDENT REPORT # 2011-07-2786	08/02/11	APPROVED
08/02/11	HANCOCK COUNTY YOUTH COURT	#3 BACKGROUND CHECK	08/02/11	APPROVED
08/02/11	MISSISSIPPI DEPT OF CORRECTIONS	FELONY CASE 2006-02-1188	08/02/11	APPROVED
08/08/11	FBI	DISPOSITION & LEVEL OF CONVICTION	08/08/11	APPROVED
08/02/11	METROPOLITAN REPORTING BUREAU	COPY OF CAD NOTES 2011-07-2223	08/02/11	APPROVED
08/02/11	METROPOLITAN REPORTING BUREAU	COPY OF CAD NOTES 2011-07-0050	08/02/11	APPROVED
08/01/11	PRC SHERIFF'S OFFICE	RECORD CHECK ON MICHAEL A BOUTTE	08/01/11	APPROVED
08/01/11	MELANIE LYNN FRIERSON	RECORD CHECK	08/01/11	APPROVED
08/01/11	ANNA LOUISE ALLEN	RECORD CHECK	08/01/11	APPROVED
08/01/11	NELLIE BROADHEAD	RECORD CHECK	08/01/11	APPROVED
08/01/11	JANE MITCHELL	RECORD CHECK	08/01/11	APPROVED
08/01/11	SHEILA FLOYD	RECORD'S CHECK	08/01/11	APPROVED
08/01/11	DANIEL & JUANITA APONTE	RECORD'S CHECK	08/01/11	APPROVED
08/01/11	HANCOCK COUNTY YOUTH COURT	RECORD CHECK ON LASHONDA WALKER & ENOCH MCDONALD	08/01/11	APPROVED
08/01/11	GAIL DEJURNETTE	COPY OF ARSON REPORT # 2011-07-2980	08/01/11	APPROVED
08/01/11	MS DEPT OF HUMAN SERVICES	DISPOSITION & FINE INFORMATION	08/01/11	APPROVED
08/01/11	UNITED STATES DISTRICT COURT	#9 BACKGROUND CHECKS	08/01/11	APPROVED
08/01/11	HANCOCK COUNTY YOUTH COURT	RECORD'S CHECK ON TINISHA FERGUSON & GARY TATE	08/01/11	APPROVED
08/01/11	HANCOCK COUNTY YOUTH COURT	RECORD'S CHECK ON GARY RYAN AND LISA DUNLAP	08/01/11	APPROVED
08/01/11	FBI NICS	INCIDENT REPORT # 2003-07-0784	08/01/11	APPROVED

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE 32<sup>ND</sup> BI-ANNUAL STREET FAIR**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request from Picayune Main Street to host its 32<sup>nd</sup> bi-annual Street Fair on the weekend of November 5 & 6, 2011 and approve the attractions and street closings as presented.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME CITY MANAGER JIM LUKE GAVE AN UPDATE ON THE INTERMODAL TRANSPORTATION & TOURIST CENTER*

**APPROVE REQUEST TO ACCEPT 16<sup>TH</sup> SECTION PARK LEASES AT SNYDER PARK AND BEN TAYLOR PARK**

Motion was made by Council Member Breland, seconded by Council Member Lane to approve the request to accept 16<sup>th</sup> section park leases at Snyder Park and Ben Taylor Park in the amount of \$21,639.16.

PIS # 400

Prepared by:  
PICAYUNE SCHOOL DISTRICT  
706 GOODYEAR BLVD.

Return to:  
PICAYUNE SCHOOL DISTRICT  
706 GOODYEAR BLVD.

PICAYUNE, MS 39466  
(601 ) 798 -3230

PICAYUNE, MS 39466  
(601 ) 798 -3230

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

RECREATIONAL LEASE  
16<sup>TH</sup> SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RECREATIONAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 27th day of September, 2011 by and between the LESSOR,

PICAYUNE SCHOOL DISTRICT  
706 GOODYEAR BLVD.  
PICAYUNE, MS 39466  
(601 ) 798 -3230

and LESSEE,

CITY OF PICAYUNE  
815 N. BEECH ST.  
PICAYUNE, MS 39466  
(601 ) 798 -9770

INDEXING INSTRUCTIONS:  
15.50 acre(s), SE 1/4, SECTION 16, TOWNSHIP 6 SOUTH, RANGE 17 WEST,  
PEARL RIVER COUNTY, PICAYUNE, MISSISSIPPI

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the ~~covenants, conditions, and obligations to be observed and performed by LESSEE, and by the~~ authority and under the direction of the LESSOR, as recorded in Minute Book \_\_\_\_\_, Page \_\_\_\_\_, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 06S Range 17W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

**1. Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for twenty-five ( 25 ) years, beginning the 27th day of September, 2011, and ending on the 26th day of September, 2036, (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be September 27th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of twenty-five (25) years from September 26, 2036, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

**2. Annual Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of thirteen thousand one hundred ninety - nine and 80/100 (\$ 13,199.80) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid.

Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the

"Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

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**3. Rent Adjustment.** The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

(a) LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.

(b) Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(1) LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in

Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(3) The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

(4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

(c) If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

(d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

(e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.

(f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.

(g) LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

**4. Taxes.** LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require

payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

**5. Default.** The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided thirty (30) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said thirty (30) days, either with or without the process of law, to re-enter and repossess the same, and to distraint from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs.

**6. Remedies.** In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR-owned structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of Leased Premises and all LESSOR- owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of LESSEE'S property within thirty (30) days of LESSOR'S repossession. LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

**7. Curing Default.** Notwithstanding any DEFAULT provisions of this Lease Agreement, any present or future holder of a mortgage or deed of trust securing money loaned on facilities ~~located on the Leased Premises shall have the right of a thirty (30) day notice of default within~~ which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in Leased Premises and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

**8. Assignment.** This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

**9. Breach of Lease Agreement.** If LESSEE breaches any of the provisions of this instrument and fails to cure the same after thirty (30) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

**10. Notices.** All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager  
LISA PENTON  
PICAYUNE \_\_\_\_\_, Mississippi 39466  
(601) 798-3230 \_\_\_\_\_

To LESSEE:  
CITY OF PICAYUNE  
PICAYUNE \_\_\_\_\_, MISSISSIPPI 39466  
(601) 798-9770 \_\_\_\_\_

**11. Insurance.** LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) and LESSEE shall maintain a similar policy for an excess limit of liability of one million dollars (\$1,000,000.00) for

personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance to LESSOR, ~~shall keep this insurance in full force and effect, and shall furnish LESSOR notice if the~~ coverage is placed with another insurance company. The amount of the insurance coverage shall be adjusted every ten years on each tenth anniversary of this Lease Agreement for inflation according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

**12. Indemnification.** LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

**13. Waste.** LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities permitted under this Lease Agreement, and shall not, in any event, commit waste or allow waste to be committed.

**14. Quiet Possession.** LESSEE shall have quiet and peaceful possession of said property so long as compliance is made by LESSEE with the terms of this agreement.

**15. Bankruptcy or Judgments.** LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

**16. Condemnation.** If the whole of the leased premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be

apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

**17. Recreational Purpose.** LESSEE certifies that the Leased Premises is being used for a recreational purpose, being baseball park

**18. General Duties of LESSEE.** LESSEE agrees:

- (a) To comply with all laws and ordinances applicable to the use of the Leased Premise.
- (b) To allow inspection of the Leased Premised during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand.
- (d) To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.
- (e) To provide LESSOR, at each Anniversary Date, written certification by LESSEE of compliance with the provisions of this Lease Agreement.
- (f) To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, to keep grass and other vegetation clipped, and to keep all levees and ponds, if any, in a well maintained condition.

**19. Alteration.** It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express prior written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

**20. Reservations.** LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

**21. Timber.** LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the Leased Premises with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

**22. Rights-of-Way.** LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

**23. Recording.** LESSOR will deliver this Lease Agreement to the Chancery Clerk of ~~PEARL RIVER~~ County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of twelve and no/100 dollars (\$ 12.00 ) payable to such Chancery Clerk as recording fees.

**24. Immunity.** No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

**25. Interpretation.** The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

**26. Governing Law.** This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of PEARL RIVER COUNTY, Mississippi.

**27. Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16<sup>th</sup> Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

**28. Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

**29. Additional Provisions.** This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."

**30. Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B." If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.

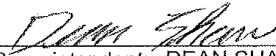
IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the 27<sup>th</sup> day of September, 2011.

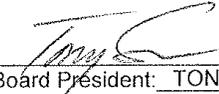
Signed, Sealed and Delivered in the Presence of:

LESSOR:

PICAYUNE

School District

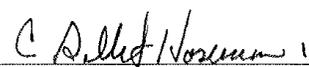
  
Superintendent: DEAN SHAW

  
Board President: TONY SMITH

APPROVED:

County Board of Supervisors

President: \_\_\_\_\_

  
Secretary of State:  
C. Delbert Hosemann, Jr.

LESSEE:

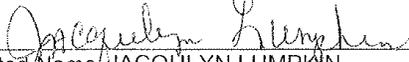
  
Printed Name: CITY OF PICAYUNE

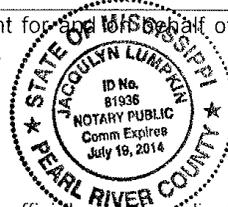
ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this 14th day of Oct, 2011, within my jurisdiction, the within named DEAN SHAW, Superintendent of Schools and TONY SMITH, school board President of the PICAYUNE School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PICAYUNE School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

  
Printed Name: JACQULYN LUMPKIN  
(Notary Public)



My Commission Expires: 7/19/2014

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2011, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he / she is the President of the Board of Supervisors of PEARL RIVER County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Printed Name: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

(Affix official seal, if applicable)

ACKNOWLEDGEMENTS  
Lessee - Personal

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he / she executed the above and foregoing instrument.

Printed Name: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_ (Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2011, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he / she is the \_\_\_\_\_ of CITY OF PICAYUNE, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

Printed Name: JACQULYN LUMPKIN  
(Notary Public)

My Commission Expires: 7/19/2014 (Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY  
SECTION 16, TOWNSHIP 6 SOUTH, RANGE 17 WEST

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Commence at the intersection of the South right-of-way of Palestine Road and the West right-of-way of Beech Street; thence run due South along the West right-of-way of Beech Street a distance of 400.00 feet more or less to the Point of Beginning. From the Point of Beginning thence continue due South along Beech Street a distance of 1180.00 feet more or less; thence run West 680.00 feet more or less to the Pearl River Valley Railroad; thence run in a Northeasterly direction along said railroad a distance of 980.00 feet more or less; thence run East a distance of 337.00 feet more or less; thence run North 100.00 feet more or less; thence run North 17 degrees East a distance of 150.00 feet more or less to the Point of Beginning. The property described above known as Snyder Park contains approximately 15.50 acres more or less.

PIS #500

Prepared by:  
PICAYUNE SCHOOL DISTRICT  
706 GOODYEAR BLVD.

Return to:  
PICAYUNE SCHOOL DISTRICT  
706 GOODYEAR BLVD.

PICAYUNE, MS 39466  
(601 ) 798 -3230

PICAYUNE, MS 39466  
(601 ) 798 -3230

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

RECREATIONAL LEASE  
16<sup>TH</sup> SECTION PUBLIC SCHOOL TRUST LAND

THIS 16TH SECTION PUBLIC SCHOOL TRUST LANDS RECREATIONAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), is made and entered into this the 27th day of September, 2011 by and between the LESSOR,

PICAYUNE SCHOOL DISTRICT  
706 GOODYEAR BLVD.  
PICAYUNE, MS 39466  
(601 ) 798 -3230

and LESSEE,

CITY OF PICAYUNE  
815 N. BEECH ST.  
PICAYUNE, MS 39466  
(601 ) 798 -9770

INDEXING INSTRUCTIONS:  
9.91 acre(s), NE 1/4 of NW 1/4, SECTION 16, TOWNSHIP 6 SOUTH, RANGE 17 WEST,  
PEARL RIVER COUNTY, PICAYUNE, MISSISSIPPI

WITNESSETH:

That, for the term and in consideration of the rentals hereinafter set forth, and the covenants, conditions, and obligations to be observed and performed by LESSEE, and by the authority and under the direction of the LESSOR, as recorded in Minute Book \_\_\_\_\_, Page \_\_\_\_\_, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter the "Leased Premises") to-wit:

Section 16 Township 06S Range 17W

MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED BY REFERENCE AS IF COPIED FULLY HEREIN.

**1. Term.** Subject to the other provisions herein contained, the term of this Lease Agreement shall be for twenty-five ( 25 ) years, beginning the 27th day of September, 2011, and ending on the 26th day of September, 2036, (called the "primary term"). For purposes of this Lease Agreement the Anniversary Date shall be September 27th of each year.

It is expressly agreed and understood by all the parties hereto that part of the consideration given for the execution and delivery of this instrument is the option hereby granted to LESSEE to renew this Lease Agreement for an additional "secondary term" of twenty-five (25) years from September 26, 2036, under the same terms, conditions, and stipulations set forth herein, except the annual rental shall be based upon the fair market value of the land, excluding the value of buildings and improvements not then owned by LESSOR, as determined by a qualified appraiser selected by LESSOR hereto who performs his appraisal not more than twelve months and not less than three months prior to the expiration of the initial primary term. LESSEE shall exercise said option to renew for the secondary term of twenty-five (25) years by notifying LESSOR in writing no less than twelve (12) months in advance of the expiration of the primary term and by tendering the determined annual rental to LESSOR at its above-stated address prior to the expiration of the primary term as may be required by statute. The cost of the new appraisal shall be borne by LESSEE. A new lease shall be executed to effectuate the secondary term.

**2. Annual Rent.** LESSEE covenants and agrees to pay as rent to LESSOR the sum of EIGHT THOUSAND FOUR HUNDRED THIRTY-NINE & 36/100 (\$8,439.36) per annum, on or before the Anniversary Date of this Lease Agreement each year; provided, however, that the payment of rent for the first year of this lease shall be due at the time of approval by LESSOR. The obligation of LESSEE to pay rent under this Lease Agreement is unconditional, and the rent shall not be subject to set off for any reason or cause. LESSOR and LESSEE agree that in the event of termination or cancellation, any rental payment made during the term of this Lease Agreement is not refundable, and LESSEE waives any right or claim it may have to refund of rent paid.

Rents shall be adjusted periodically pursuant to the rent adjustment clause contained in Paragraph 3 of this lease. In the event LESSEE is delinquent in the payment of rent, LESSEE shall pay a late charge equal to fifteen percent (15%) of the amount of rent past due for more than 30 days and thereafter shall pay interest on any rent past due at an annual rate (the

"Default Rate") equal to the maximum rate then allowed by law or, if there is no maximum rate, then a rate equal to five percent per annum above the discount rate, excluding any surcharge thereon, on ninety-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district in which LESSOR is located, calculated according to the actuarial method.

**3. Rent Adjustment.** The eighth and every subsequent eight year Anniversary Date of the commencement of this Lease Agreement shall be the effective dates of rental adjustments, and on such dates the amount of annual rental due and payable hereunder shall be adjusted in the manner hereafter described to reflect the current fair market rental value of the Leased Premises.

(a) LESSOR shall use its best efforts to cause the Leased Premises to be reappraised and a redetermination made of the annual fair market rental amount within six months before any adjustment date. In the event LESSOR shall fail to instigate reappraisal within the six months preceding any rent adjustment date, LESSOR shall not be deemed to have waived this provision requiring rent adjustment, and in such event (at any time after a rent adjustment date), LESSOR may proceed to have the Leased Premises reappraised and an adjusted rent determined for any such readjustment period. The adjusted rent shall be effective on the required adjustment date and LESSEE shall pay any deficiency to LESSOR within fifteen (15) days of the determination of the adjusted rent. The reappraisal shall be made pursuant to the Mississippi Code of 1972, § 29-3-69, or pursuant to the statute then in effect governing such leases and procedures for determining fair market rental value. The reappraisal shall establish the fair market value of the property unencumbered by this lease and shall reflect the market rate of return at the time but shall be no less than the minimum acceptable percentage provided by the statute in effect. Unless altered by the procedures described below, the amount of rent so determined as of each rental adjustment date shall be paid until the next rental adjustment date or for the balance of the lease as the case may be. The appraisal process described in this subparagraph (a) may be referred to hereafter as the Statutory Procedure. The cost of the reappraisal shall be borne by LESSEE, using an appraiser selected by LESSOR.

(b) Should the Statutory Procedure result in an increase in rent over the amount previously due, LESSEE, by notice in writing given to LESSOR within 15 days after receiving notice of the increase, shall have the right to elect an alternate method of determining the current fair market rental value of the Leased Premises (the "Alternate Procedure") as follows:

(1) LESSEE may provide an appraisal by a Mississippi licensed appraiser having the qualifications hereafter described giving an opinion of current fair market annual rental value based on the (i) the fair market value of the land unencumbered by this lease and (ii) a reasonable percentage of return on comparable land investments as of the rental adjustment date. The written report of LESSEE'S appraiser shall be delivered to LESSOR within 45 days after the date on which LESSOR gave notice of an increase in rent under the Statutory Procedure. UPON FAILURE TO PROVIDE AN ALTERNATE APPRAISAL WITHIN THE TIME ALLOWED, LESSEE SHALL FORFEIT THE RIGHT TO PURSUE THE ALTERNATE PROCEDURE, AND ANNUAL RENT DETERMINED UNDER THE STATUTORY PROCEDURE SHALL BECOME DUE AND PAYABLE.

(2) The two appraisers shall make a good faith effort to reconcile their differences. If they have been unable to do so within 10 days after delivery of the report of LESSEE'S appraiser, the two appraisers within such 10 day period shall each submit the names of three appraisers having the qualifications hereafter described who practice in

Mississippi to serve as a review appraiser, and they shall select the review appraiser from names in common on the two lists. If there is no name in common on the two lists, or if the person selected shall decline to serve, then each appraiser shall submit another list of three names of persons meeting the same criteria.

(3) The review appraiser shall review and analyze the two appraisal reports, and if needed, inspect the land, consult with the two appraisers, review their assumptions and source information and request corrections, revisions, and additions to the appraisal reports. The review appraiser may also consider relevant information from his own files, conduct such independent investigation as he deems appropriate and may consider comparable transactions which occurred after the rental adjustment date.

(4) The review appraiser shall report his opinion of annual fair market rent and such amount shall be accepted by LESSOR and LESSEE as the current fair market rental value of the Leased Premises.

(c) If LESSEE requests the Alternate Procedure, LESSEE shall pay all fees and expenses of LESSEE'S appraiser, the review appraiser and any additional charges of LESSOR'S appraiser. The review appraiser, however, shall perform his duties in an independent and impartial manner irrespective of the source of payment of his fees and expenses.

(d) The annual rentals on any adjustment date shall not be reduced below the amount established upon the initial date of this lease except upon determination by the Statutory Procedure.

(e) The amount of rent determined in the above manner shall be remitted on or before the rental adjustment date or, if the rental adjustment procedures are concluded after such date, then promptly upon conclusion of such procedures effective as of the rental adjustment date.

(f) The rent adjustment procedures will not delay the due date of rent at the existing annual rate and will not affect LESSOR'S right to declare a default if such rent is not timely paid.

(g) LESSEE'S appraiser and the review appraiser must be members of the same organization of appraisers as LESSOR'S appraiser, or an organization having higher requirements for admission, and must have the same or higher designation (such as, for example, Member, Appraisal Institute). If LESSOR'S appraiser belongs to more than one organization, the other appraisers must belong to the organization having the highest standards and qualifications for membership. If the organization has multiple designations for appraisers, the review appraiser and LESSEE'S appraiser must hold the same or a higher designation as held by LESSOR'S appraiser.

**4. Taxes.** LESSEE covenants and agrees to pay any and all general and special taxes and assessments, including drainage taxes, if ever any there be, applicable to the Leased Premises and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and recording fees in connection with this Lease Agreement or any other fees so determined by law. All payments for general and special taxes and assessments, including drainage taxes, shall be made directly to the governmental authority responsible for collecting such taxes and assessments. During the final year of the lease term, LESSOR or the governmental authority responsible for collecting taxes and assessments may require

payment of any such taxes or assessments in advance or require that other security be given to insure that taxes will be paid when due. In the event it becomes necessary for the County Tax Collector or any other authority responsible for collecting general and special taxes or assessments to retain the services of attorneys to collect any taxes or assessments due from LESSEE under this lease, then LESSEE agrees to pay all costs and expenses of such actions or collections, including a reasonable attorneys' fee for the County Tax Collector or such other authority responsible for collecting said taxes or assessments.

**5. Default.** The parties herein expressly agree that if DEFAULT shall be made in the payment of any general or special tax or assessment or rent due, made pursuant to this Lease Agreement, then and in any event of DEFAULT it shall be lawful for LESSOR to enter upon the Leased Premises, or any part thereof, after LESSOR has provided thirty (30) days prior written notice to LESSEE and upon LESSEE'S failure to cure such DEFAULT within said thirty (30) days, either with or without the process of law, to re-enter and repossess the same, and to distraint from any rent or assessment that may be due thereon, at the election of LESSOR, but nothing here is to be construed to mean that LESSOR is not permitted to hold LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants, and obligations imposed on LESSEE herein, enforcement shall be by proceeding at law or in equity against any person violating or attempting to violate said conditions, covenants, and obligations to restrain violation and recover damages, if any, including reasonable expenses of litigation including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers, which LESSEE expressly agrees to pay. Such enforcement by proceedings at law or in equity may be instituted at any time after thirty (30) days written notice. Enforcement proceedings shall include the right of the tax collector to recover any tax, assessment, fees and costs.

**6. Remedies.** In the event of any FORFEITURE, DEFAULT, OR CANCELLATION of this Lease Agreement or termination of the term therefore aforesaid, LESSEE shall quit, deliver up and surrender possession of the Leased Premises, and all LESSOR-owned structures and improvements thereon to LESSOR, and thereupon this Lease Agreement and all agreements and covenants on LESSOR'S behalf to be performed and kept, shall cease, terminate, and be utterly void, the same as if the Lease Agreement had not been made. At LESSOR'S option LESSEE shall be required to remove all LESSEE-owned improvements. In addition thereto LESSOR shall be entitled to whatever remedies it may have at law or equity for the collection of any unpaid rental hereunder, or for any other sums, for damages or otherwise, that it may have sustained on account of LESSEE'S non-fulfillment or nonperformance of the terms and conditions of this Lease Agreement including costs for removing LESSEE-owned improvements.

Immediately upon the termination of this Lease Agreement, whether by FORFEITURE, DEFAULT, or CANCELLATION, LESSOR shall be entitled to take possession of Leased Premises and all LESSOR- owned improvements thereon absolutely, notwithstanding custom, usage, or law to the contrary. Any removal of property from the Leased Premises shall be accomplished so as to leave Leased Premises in a condition satisfactory to LESSOR. At LESSOR'S option LESSEE shall remove all of LESSEE'S property within thirty (30) days of LESSOR'S repossession. LESSEE shall be subject to the accrual of rent during said thirty (30) day period.

**7. Curing Default.** Notwithstanding any DEFAULT provisions of this Lease Agreement, any present or future holder of a mortgage or deed of trust securing money loaned on facilities located on the Leased Premises shall have the right of a thirty (30) day notice of default within which to cure any DEFAULT which may be cured by the payment of money. In addition, for any other DEFAULT for which a forfeiture of said Lease Agreement may be invoked, such holder of such mortgage or deed of trust shall be entitled to a notice in writing of the claimed DEFAULT and shall have a reasonable time, which shall not be less than Thirty (30) days, either to require the correction of such DEFAULT or in lieu thereof to protect itself through the exercise of a power of sale and thereby acquire a leasehold in Leased Premises and correct such DEFAULT. LESSEE hereby covenants and agrees to notify LESSOR of the existence of all such mortgages, deeds of trust other secured encumbrances and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

**8. Assignment.** This lease SHALL NOT BE ASSIGNED OR SUBLEASED. Assignment or sublease of this Lease Agreement or any rights hereunder shall automatically terminate this lease without any further notice or action by LESSOR. In the event LESSEE owns improvements on the Leased Premises, any purchaser of said improvements or any person or entity holding a contract to purchase said improvements shall have the right of first refusal to negotiate a new lease agreement with LESSOR.

**9. Breach of Lease Agreement.** If LESSEE breaches any of the provisions of this instrument and fails to cure the same after thirty (30) days written notice from the LESSOR, then LESSEE, in addition to any other damages for which it may be responsible, shall pay LESSOR, or the Secretary of State, as supervisory trustee, (in the event the Secretary of State institutes legal action) its reasonable costs and expenses in enforcing the Lease Agreement, including but not limited to fees charged by attorneys, expert witnesses, surveyors and appraisers.

**10. Notices.** All notices specified by this Lease Agreement shall be in writing and sent by registered or certified mail, postage prepaid to the following addresses or hand-delivered in person, delivered by facsimile or otherwise to the following persons. By written notice, either party may change the persons or addresses to whom notice shall be given.

16th Section Manager  
LISA PENTON  
PICAYUNE \_\_\_\_\_, Mississippi 39466  
(601) 798-3230 \_\_\_\_\_

To LESSEE:  
CITY OF PICAYUNE  
PICAYUNE \_\_\_\_\_, MISSISSIPPI 39466  
(601) 798-9770 \_\_\_\_\_

**11. Insurance.** LESSEE shall maintain contractual and comprehensive general liability insurance with a company acceptable to LESSOR and the Secretary of State with a minimum combined single limit of liability of one million dollars (\$1,000,000.00) and LESSEE shall maintain a similar policy for an excess limit of liability of one million dollars (\$1,000,000.00) for

personal injuries or death of persons or destruction of property arising out of its operation, use or occupancy of the Leased Premises. LESSEE shall furnish proof of insurance to LESSOR, shall keep this insurance in full force and effect, and shall furnish LESSOR notice if the coverage is placed with another insurance company. The amount of the insurance coverage shall be adjusted every ten years on each tenth anniversary of this Lease Agreement for inflation according to the procedures then set forth by the Office of the Secretary of State of Mississippi.

**12. Indemnification.** LESSEE shall protect, indemnify, defend, save, and hold harmless LESSOR, the State of Mississippi, and the Secretary of State, their officers, board members, employees and agents, from and against all claims, demands, liabilities, suits, injuries, and any and all losses or damages and cost of every kind and nature whatsoever ("loss"), including but not limited to all court costs and attorneys fees and all personal injury or death and/or damage to any person or entity including, but not limited to, LESSOR and its property or other loss arising out of any alleged noncompliance with laws or caused by LESSEE'S exercise of its rights under this Lease Agreement and/or resulting from the actions or omission of LESSEE in connection with its presence on or any use of Leased Premises by it, its officers, agents, subcontractors, employees or invitees. Provided, however, it is understood that the indemnity provided by LESSEE as described in this paragraph shall not extend to intentional or negligent acts of LESSOR, its officers, or agents. In the event the intentional or negligent acts of LESSOR, its officers or agents, are not the direct and sole proximate cause for one hundred percent (100%) of the loss of claim, LESSEE shall be responsible to fulfill its obligations under this paragraph for the percentage of liability not attributable to LESSOR, its officers or agents.

**13. Waste.** LESSEE shall be responsible for any damage that may be caused to LESSOR'S property by the activities of LESSEE, its employees, agents, contractors, and invitees under this Lease Agreement, and shall exercise reasonable care in the protection of all improvements, timber and other property of LESSOR which may be located on the Leased Premises or in the vicinity whereon, against fire or damage from any and all other causes. LESSEE, its employees, agents, contractors, and invitees shall exercise reasonable care in conducting the activities permitted under this Lease Agreement, and shall not, in any event, commit waste or allow waste to be committed.

**14. Quiet Possession.** LESSEE shall have quiet and peaceful possession of said property so long as compliance is made by LESSEE with the terms of this agreement.

**15. Bankruptcy or Judgments.** LESSEE hereby covenants and agrees that if an execution or process is levied upon the Leased Premises or if a petition of bankruptcy be filed by or against LESSEE in any court of competent jurisdiction, LESSOR shall have the right at its option, to cancel this Lease Agreement. LESSEE further covenants and agrees that this Lease Agreement and the interest of LESSEE hereunder shall not, without the written consent of LESSOR first obtained, be subject to garnishment or sale under execution or otherwise in any suit or proceeding which may be brought against said LESSEE.

**16. Condemnation.** If the whole of the leased premises, or such portion thereof as will make the Leased Premises unsuitable for LESSEE'S normal business activity, should be condemned for any public use or conveyed under threat of condemnation, then this Lease Agreement shall terminate on the date possession is acquired by the condemning authority, and rent shall be

apportioned as of that date. All compensation awarded or paid upon such total or partial taking of the Leased Premises shall belong to LESSOR without participation by LESSEE except to the extent the award fairly represents the value of improvements which are the property of LESSEE. It is provided, however, that nothing herein shall preclude LESSEE from prosecuting any claim directly against the condemning authority for loss of business, cost of relocation or any other damages to which a tenant may be entitled provided that no such claim shall diminish or otherwise adversely affect the amount of LESSOR'S award.

**17. Recreational Purpose.** LESSEE certifies that the Leased Premises is being used for a recreational purpose, being community park

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**18. General Duties of LESSEE.** LESSEE agrees:

- (a) To comply with all laws and ordinances applicable to the use of the Leased Premise.
- (b) To allow inspection of the Leased Premised during normal business hours by any persons responsible for management or supervision of the property or this lease acting in their official capacity.
- (c) To perform all obligations herein expressed in a prompt fashion, without notice or demand.
- (d) To surrender the Leased Premises upon termination or expiration of this Lease Agreement, with improvements to be in the condition as herein specified.
- (e) To provide LESSOR, at each Anniversary Date, written certification by LESSEE of compliance with the provisions of this Lease Agreement.
- (f) To maintain the Leased Premises at all times in a clean, neat and orderly manner, free of waste materials, to keep grass and other vegetation clipped, and to keep all levees and ponds, if any, in a well maintained condition.

**19. Alteration.** It is expressly agreed by and between the parties that LESSEE will not make any alteration upon the Leased Premises without the express prior written consent of LESSOR and that LESSEE will not occupy or use, nor permit to be occupied or used, the Leased Premises, for any business deemed extra-hazardous on account of fire or otherwise; nor will LESSEE permit the same to be used for any immoral or unlawful purpose. LESSEE also covenants and agrees to maintain the Leased Premises in a neat and orderly manner and to refrain from creating or maintaining any eyesores, unattractive nuisances, or other nuisance.

**20. Reservations.** LESSOR reserves title to all oil or gas, coal, lignite or other minerals in, on, or under the Leased Premises, together with the right to enter and remove the same, but not in a manner which interferes with LESSEE'S operations on the Leased Premises.

**21. Timber.** LESSOR reserves and excepts from said lease all timber now or during the term, being situated on the Leased Premises with right of ingress and egress to remove same, and with the right to sell all or any part of said timber without breach of any right of LESSEE hereunder.

**22. Rights-of-Way.** LESSOR reserves the right to grant or sell rights-of-way across said lands for roads, highways, railroads, fiber optic cables or any public utility line, provided that any such roads, highways, railroads, fiber optic cables or public utility lines be constructed in a manner so as not to interfere with LESSEE'S operations.

**23. Recording.** LESSOR will deliver this Lease Agreement to the Chancery Clerk of PEARL RIVER County for recording, and LESSEE has herewith delivered to LESSOR a check in the sum of twelve and no/100 dollars (\$ 12.00 ) payable to such Chancery Clerk as recording fees.

**24. Immunity.** No provision of this Lease Agreement, whether requiring LESSEE to maintain insurance or to indemnify LESSOR or otherwise, shall be construed as a waiver by LESSOR of any provision of law related to governmental immunity.

**25. Interpretation.** The parties to this Lease Agreement acknowledge that they have freely entered into this Lease Agreement and any ambiguities shall not be construed against a single party.

**26. Governing Law.** This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. Jurisdiction and venue for any actions arising from this Lease Agreement and any amendments hereto shall rest exclusively in the Chancery Court of PEARL RIVER COUNTY, Mississippi.

**27. Secretary of State.** By virtue of the signature below, the Secretary of State of the State of Mississippi has approved this Lease Agreement in accordance with the Secretary's authority for general supervision of 16<sup>th</sup> Section Public School Trust Land. Approval of this Lease Agreement by the Secretary of State indicates that the LESSOR has exercised the care and skill of an ordinary prudent person to protect the beneficiaries of the 16th Section Public School Trust Land.

**28. Supervisory Right.** The Secretary of State, as supervisory trustee, shall have the right to institute any action to enforce the terms of this Lease Agreement in the event LESSOR fails to do so in a timely manner. In the event the Secretary institutes legal action to enforce the terms of this Lease Agreement, he shall have all rights as are conferred to LESSOR.

**29. Additional Provisions.** This Lease Agreement contains an Exhibit "B." Any additional or special provisions to this Lease Agreement are set forth in Exhibit "B" and incorporated by reference as if copied fully herein. If there are no additional or special provisions then Exhibit "B" shall state "NONE."

**30. Entire Agreement.** This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement. This Lease Agreement contains Exhibits "A" and "B." If Exhibits "A" and "B" are not attached to this Lease Agreement, then this Lease Agreement shall be null and void.



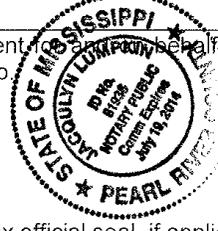
ACKNOWLEDGMENTS

School District

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this 14th day of Oct., 2011, within my jurisdiction, the within named DEAN SHAW, Superintendent of Schools and TONY SMITH, school board President of the PICAYUNE School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of the PICAYUNE School District, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.

Jacquelyn Lumpkin  
Printed Name: JACQULYN LUMPKIN  
(Notary Public)



My Commission Expires: 7/19/2014

(Affix official seal, if applicable)

Board of Supervisors

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2011, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he / she is the President of the Board of Supervisors of PEARL RIVER County, Mississippi, and that in said representative capacity he / she executed the above and foregoing instrument for and on behalf of said Board of Supervisors, after first having been duly authorized so to do.

Printed Name: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_

(Affix official seal, if applicable)

ACKNOWLEDGEMENTS  
Lessee - Personal

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he / she executed the above and foregoing instrument.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
(Notary Public)

My Commission Expires: \_\_\_\_\_ (Affix official seal, if applicable)

Lessee - Corporate

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER \_\_\_\_\_

Personally appeared before me the undersigned authority in and for said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 2011, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he / she is the \_\_\_\_\_ of CITY OF PICAYUNE, and that in said representative capacity he / she executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
Printed Name: JACQULYN LUMPKIN  
(Notary Public)

My Commission Expires: 7/19/2014 \_\_\_\_\_ (Affix official seal, if applicable)

EXHIBIT "A": DESCRIPTION OF PROPERTY

SECTION 16, TOWNSHIP 6 SOUTH, RANGE 17 WEST

Commence at the intersection where Palestine Road meets Neal Road located in Section 16, Township 6 South, Range 17 West, Picayune, Mississippi, this being the Point of Beginning. Thence run North along Neal Road a distance of 533.00 feet, m/l; thence run West a distance of 162.00 feet, m/l; thence run North 150.00 feet, m/l; thence run East a distance of 156.00 feet, m/l to Neal Road; thence run North along Neal Road, a distance of 156.00 feet, m/l; thence run West a distance of 156.00 feet, m/l; thence run North a distance of 50.00 feet; thence run East a distance of 156.00 feet, m/l to Neal Road; thence run North 25.00 feet to the NE corner of the NW ¼ of said Section 16; thence run West a distance of 700.00 feet, m/l; thence run South a distance of 618.75 feet, m/l to Palestine Road; thence run in a Southeasterly direction along Palestine Road a distance of 762.50 feet more or less to the Point of Beginning, containing 9.91 acres, more or less.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT MONTHLY BUDGET REPORT FOR THE MONTH OF AUGUST 2011**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept the monthly budget report for the month of August 2011.

Run: 9/13/2011 at 4:29 PM

**AF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 8/31/2011**

Page: 1

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
351-000-232-14-000-000 FAA-REHABILITATE RUNWAY	561,372	0	593,688	514,591	79,097	106
351-000-253-15-000-000 MDOT-GENERATOR	0	0	67,548	0	67,548	0
351-000-341-01-000-000 RENT T-HANGARS	88,560	3,275	88,572	81,180	7,392	100
351-000-341-02-000-000 GROUND LEASES	13,043	0	14,460	11,956	2,504	111
351-000-374-00-000-000 FUEL SALES	6,000	446	4,981	5,500	(519)	83
<b>Total Revenues</b>	<b>668,975</b>	<b>3,721</b>	<b>769,249</b>	<b>613,227</b>	<b>156,022</b>	<b>115</b>
<b>Expenditures</b>						
<b>Airport Expenses</b>						
PERSONNEL	52,995	3,850	43,716	48,579	4,862	82
SUPPLIES	8,400	0	1,731	7,700	5,969	21
OUTSIDE SERVICES	51,450	1,745	19,161	47,163	28,002	37
CAPITAL OUTLAY	561,372	0	573,007	514,591	(58,416)	102
Total Airport Expenses	674,217	5,595	637,615	618,033	(19,583)	95
<b>Total Expenditures</b>	<b>674,217</b>	<b>5,595</b>	<b>637,615</b>	<b>618,033</b>	<b>(19,583)</b>	<b>95</b>
Excess Revenue Over (Under) Expenditures	(5,242)	(1,874)	131,634	(4,806)	175,605	2,511

**ED Statement of Activity - MTD and YTD with Budget**  
**City of Picayune**  
**For 8/31/2011**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
110-043-341.00-000-000 RENT	0	4,066	44,724	0	44,724	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-402-254.00-000-000 RETIRE DEV. ADVERTISING MATCH	0	0	505	0	505	0
GRANT	0	0	0	0	0	0
110-402-260.00-000-000 SALES TAX-TOURISM	360,000	38,575	397,301	330,000	67,301	110
110-402-314.00-000-000 PARK BLDG RENTAL FEES	1,500	335	2,426	1,375	1,051	162
110-402-314.05-000-000 PARK ADVERTISING FEES	6,000	0	0	5,500	(5,500)	0
110-402-314.06-000-000 PARK TOURNAMENT FEES	0	0	900	0	900	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	0	0	200	0	200	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	5,000	114	3,902	4,583	(682)	78
110-402-355.00-000-000 MISC INCOME	0	0	39	0	39	0
110-402-393.00-000-000 SALE OF PROPERTY	0	0	9,000	0	9,000	0
<b>Total Revenues</b>	<b>372,500</b>	<b>43,090</b>	<b>458,998</b>	<b>341,458</b>	<b>117,539</b>	<b>123</b>
<b>Expenditures</b>						
<b>Sale of Lots Expenses</b>						
OUTSIDE SERVICES	0	0	2,661	0	(2,661)	0
Total Sale of Lots Expenses	0	0	2,661	0	(2,661)	0
<b>Recreation Expenses</b>						
PERSONNEL	122,505	9,392	104,592	112,296	7,705	85
SUPPLIES	32,900	2,137	28,087	30,158	1,071	88
OUTSIDE SERVICES	81,675	6,114	88,175	74,869	(13,307)	108
CAPITAL OUTLAY	82,000	0	98,375	75,167	(24,209)	121
Total Recreation Expenses	319,080	17,643	321,229	292,490	(28,740)	101
<b>Retirement Development Expenses</b>						
PERSONNEL	11,135	844	9,904	10,207	303	89
SUPPLIES	1,200	691	776	1,100	324	65
OUTSIDE SERVICES	11,525	759	2,653	10,981	8,319	23
Total Retirement Development Expenses	23,860	2,294	13,343	22,288	8,946	56
<b>Total Expenditures</b>	<b>342,940</b>	<b>19,937</b>	<b>337,233</b>	<b>314,778</b>	<b>(22,455)</b>	<b>98</b>
Excess Revenue Over (Under) Expenditures	29,560	23,153	121,765	26,680	139,994	412

**GF Statement of Activity - MTD and YTD with Budget**  
**City of Picayune**  
**For 8/31/2011**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
001-000-200-00-000-000 AD VALORM TAXES-CURRENT	1,265,720	20,534	1,090,353	1,160,243	(69,891)	86
001-000-201-00-000-000 AUTO AND MOBILE HOME	259,435	17,776	205,403	237,815	(32,412)	79
001-000-202-00-000-000 PERSONAL TAXES	395,571	4,098	399,682	362,607	37,075	101
001-000-203-00-000-000 AD VALORM-DELINQUENT	0	36,570	46,814	0	46,814	0
001-000-210-00-000-000 PENALTIES & INTEREST	0	2,853	14,441	0	14,441	0
001-000-211-00-000-000 OTHER FEES	0	0	1,199	0	1,199	0
001-000-214-00-000-000 TAX COLLECTION COSTS	45,340	1,987	53,094	41,562	11,532	117
001-000-220-00-000-000 PRIVILEGE LICENSES	34,000	12,757	28,143	31,167	(3,024)	83
001-000-220-01-000-000 LIQUOR PRIVILEGE TAX	0	0	1,575	0	1,575	0
001-000-221-00-000-000 FRANCHISE CHARGES-UTILITIES	613,900	28,334	572,203	562,650	9,553	93
001-000-222-00-000-000 BUILDING PERMITS	98,955	3,627	116,767	94,622	22,145	118
001-000-223-00-000-000 PLANNING/ZONING APPLICATIONS	6,500	1,140	8,294	5,958	2,335	128
001-000-224-00-000-000 LOT CLEAN UP	16,423	0	17,669	16,423	1,246	108
001-000-225-00-000-000 SPECIAL USE RESORT ZONING PERMITS	300	0	9,600	300	9,300	3,200
001-000-232-07-000-000 FEMA-HURRICANE KATRINA(2005)	100,938	0	100,938	100,938	0	100
001-000-232-09-000-000 FEMA - GUSTAV	0	0	3,829	0	3,829	0
001-000-233-01-000-000 LIBRARY ROOF PROJECT	200,000	77,876	194,000	200,000	(6,000)	97
001-000-233-02-000-000 PICAYUNE SCHOOL DISTRICT ENERGY PROJECT	93,000	0	0	93,000	(93,000)	0
001-000-237-01-000-000 MDTOT URBAN YOUTH GRANT	22,857	0	22,857	22,857	0	100
001-000-241-00-000-000 FEDERAL PAYMENT IN LIEU OF	30,000	0	0	27,500	(27,500)	0
001-000-247-02-000-000 BULLET PROOF VEST 2006	11,412	0	1,855	10,461	(8,607)	16
001-000-250-00-000-000 MUNICIPAL-STATE AID	17,500	0	17,441	16,042	1,400	100
001-000-251-00-000-000 HOMESTEAD EXEMPTION REIMB.	100,000	0	53,028	91,667	(38,639)	53
001-000-253-11-000-000 DOMESTIC VIOLENCE GRANT	36,885	2,707	31,541	33,628	(2,087)	86
001-000-253-12-000-000 CODE ENFORCE GRANT	4,191	0	4,191	0	0	100
001-000-254-00-000-000 RETIREMENT DEV ADV MATCH	0	0	0	(29)	29	0
001-000-256-00-000-000 DRUG/ALCOHOL CM GRANT	129,700	15,537	161,447	118,892	42,556	124
001-000-260-00-000-000 GENERAL SALES TAX	4,140,000	339,139	3,678,956	3,796,000	(116,044)	89
001-000-262-01-000-000 MUN. FIRE REBATE FUND	55,547	0	53,991	50,918	3,073	97
001-000-262-03-000-000 MUN. FIRE REBATE FUNDS-CODE	20,176	457	17,990	18,495	(504)	89
001-000-263-00-000-000 PRC ANIMAL SHELTER	6,500	0	0	5,958	141	99
001-000-264-00-000-000 POLICE MINIMUM STANDARDS	6,500	0	0	5,958	141	0
001-000-271-00-000-000 ROAD & BRIDGE TAXES	220,000	1,065	5,999	201,667	41	92
001-000-276-00-000-000 SCHOOL PATROL	120,686	30,174	130,754	110,638	20,116	92
001-000-289-00-000-000 MUN.COURT WARRANT OFFICER	120,686	693	10,525	110,638	20,116	108
001-000-330-00-000-000 COURT FINES & FEES	325,000	21,091	278,752	297,917	(19,165)	88
001-000-334-00-000-000 SPECIAL POLICE SERVICES	20,000	2,870	23,474	18,333	5,141	117
001-000-335-00-000-000 POLICE EQUIP ASSESSMENTS	3,800	0	2,606	3,483	(878)	69
001-000-336-05-000-000 COLLECTION FEE	1,100	45	678	1,008	(330)	62
001-000-336-10-000-000 MUNICIPAL COURT EVIDENCE	10,000	680	10,079	9,167	912	101
001-000-340-00-000-000 INTEREST EARNED	20,000	762	26,392	18,333	8,058	132
001-000-346-02-000-000 DONATIONS	0	0	708	0	708	0
001-000-346-10-000-000 SUMMER YOUTH CAMP DONATION	0	800	11,338	0	11,338	0
001-000-348-01-000-000 DONATIONS POLICE MEMORIAL/PF	0	0	1,805	0	1,805	0
001-000-348-02-000-000 ADOPT A FLOWERBED	0	0	1,300	0	1,300	0

GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 8/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget (1,530)	Variance	Percent YTD
001-000-351.00-000-000 UNIFORM REVENUE	0	0	0	0	1,530	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	91,052	0	0	91,052	30,740	134
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	9,063	24	9,063	9,063	0	100
001-000-393.00-000-000 SALE OF PROPERTY	49,256	10,000	1,248,256	49,256	1,200,000	2,536
001-35-340.00-000-000 INTEREST INCOME	0	0	41	0	41	0
Total Revenues	8,594,848	638,795	8,995,951	7,929,888	1,066,062	105
<b>Expenditures</b>						
<b>Municipal Council Expenses</b>						
PERSONNEL	68,000	4,858	57,139	62,333	5,195	84
SUPPLIES	1,000	0	350	917	567	35
OUTSIDE SERVICES	87,439	2,759	81,814	82,422	608	94
CAPITAL OUTLAY	3,408	0	3,408	3,408	0	100
Total Municipal Council Expenses	159,847	7,617	142,711	149,080	6,370	89
<b>Municipal Court Expenses</b>						
PERSONNEL	224,610	16,316	199,041	205,893	6,851	89
SUPPLIES	5,200	0	2,376	4,767	2,391	46
OUTSIDE SERVICES	75,280	2,825	50,802	69,007	18,205	67
Total Municipal Court Expenses	305,090	19,141	252,219	279,667	27,447	83
<b>City Attorney Expenses</b>						
PERSONNEL	9,918	708	8,320	9,091	771	84
OUTSIDE SERVICES	20,000	1,818	22,712	18,333	(4,379)	114
Total City Attorney Expenses	29,918	2,526	31,032	27,424	(3,608)	104
<b>City Manager Expenses</b>						
PERSONNEL	88,380	7,543	82,164	80,987	(1,177)	93
SUPPLIES	5,100	526	5,409	4,842	(667)	106
OUTSIDE SERVICES	25,250	1,217	14,638	23,979	9,341	58
CAPITAL OUTLAY	37,042	0	37,042	37,042	0	100
Total City Manager Expenses	155,742	9,286	139,253	146,850	7,597	89
<b>General Services Expenses</b>						
PERSONNEL	32,895	2,763	28,811	30,154	1,342	88
SUPPLIES	8,700	527	8,479	7,975	(504)	97
OUTSIDE SERVICES	280,525	7,445	250,477	257,148	6,671	89
Total General Services Expenses	322,120	10,735	287,767	295,277	7,509	89
<b>Financial Expenses</b>						
PERSONNEL	161,610	14,245	168,135	148,143	(19,993)	104
SUPPLIES	12,600	73	3,067	11,550	8,483	24
OUTSIDE SERVICES	140,875	280	51,146	129,135	77,990	36
CAPITAL OUTLAY	293,000	62,778	232,264	293,000	40,736	86
Total Financial Expenses	608,085	77,356	474,612	581,828	107,216	78
<b>Code Enforcement Expenses</b>						
PERSONNEL	96,170	7,307	97,181	88,156	(9,025)	101
SUPPLIES	2,750	66	3,098	2,521	(578)	113

**GF Statement of Activity - MTD and YTD with Budget  
City of Picaune  
For 8/31/2011**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>OUTSIDE SERVICES</b>						
Total Code Enforcement Expenses	115,020	8,333	111,601	105,435	(6,169)	97
<b>Police Administration Expenses</b>						
PERSONNEL	123,205	14,741	123,373	112,938	(10,435)	100
SUPPLIES	9,750	306	6,441	8,771	2,330	66
OUTSIDE SERVICES	81,050	11,596	63,252	73,463	10,201	78
Total Police Administration Expenses	214,005	26,643	193,076	195,172	2,096	90
<b>Patrol &amp; Investigations Expenses</b>						
PERSONNEL	1,350,080	99,858	1,214,752	1,237,573	22,821	90
SUPPLIES	124,000	9,902	119,625	113,667	(5,958)	96
OUTSIDE SERVICES	98,500	2,995	75,181	88,456	13,278	76
CAPITAL OUTLAY	11,412	0	10,480	10,461	(19)	92
Total Patrol & Investigations Expenses	1,583,992	112,755	1,420,038	1,450,159	30,122	90
<b>Domestic Violence Grant Expenses</b>						
PERSONNEL	32,185	3,561	41,665	29,503	(12,162)	129
SUPPLIES	1,500	0	1,128	1,375	247	73
OUTSIDE SERVICES	3,000	0	2,500	2,750	2,500	8
CAPITAL OUTLAY	2,000	0	2,000	2,000	0	100
Total Domestic Violence Grant Expenses	38,685	3,561	45,043	35,628	(9,415)	116
<b>Custody of Prisoners Expenses</b>						
PERSONNEL	141,300	9,782	135,878	129,525	(6,353)	96
SUPPLIES	73,100	3,947	46,187	67,008	20,821	63
OUTSIDE SERVICES	23,500	81	9,054	23,375	14,321	39
Total Custody of Prisoners Expenses	237,900	13,810	191,119	219,908	28,789	80
<b>Alcohol Countermeasures Grant Expenses</b>						
PERSONNEL	117,980	9,874	114,538	108,148	(6,389)	97
SUPPLIES	0	0	1,777	0	(1,777)	0
OUTSIDE SERVICES	0	0	3,866	0	(3,866)	0
Total Alcohol Countermeasures Expenses	117,980	9,874	120,181	108,148	(12,032)	102
<b>Records &amp; Communications Expenses</b>						
PERSONNEL	404,300	29,206	336,872	370,608	33,736	83
SUPPLIES	9,700	461	8,192	8,892	700	84
OUTSIDE SERVICES	30,200	1,195	18,723	27,683	8,960	62
Total Records & Communications Expenses	444,200	30,862	363,787	407,183	43,396	82
<b>School Patrol Expenses</b>						
PERSONNEL	91,805	4,277	72,028	84,155	12,126	78
SUPPLIES	7,000	952	6,315	6,417	102	90
OUTSIDE SERVICES	2,750	28	858	2,521	1,653	31
Total School Patrol Expenses	101,555	5,257	79,201	93,093	13,891	78
<b>Animal Control Expenses</b>						
PERSONNEL	36,295	2,589	39,399	33,270	(6,129)	109
SUPPLIES	6,800	220	4,189	6,233	2,044	62

**GF Statement of Activity - MTD and YTD with Budget  
City of Picaune  
For 8/31/2011**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>OUTSIDE SERVICES</b>	48,050	3,726	38,571	44,046	5,475	80
Total Animal Control Expenses	91,145	6,535	82,159	83,549	1,390	90
<b>Fire Department Expenses</b>	2,003,600	143,491	1,698,290	1,836,633	138,343	85
PERSONNEL	63,450	3,645	46,193	58,163	11,969	73
SUPPLIES	66,000	5,520	62,802	60,500	(2,302)	95
OUTSIDE SERVICES	2,715	4,076	17,495	2,715	(14,780)	644
CAPITAL OUTLAY						
Total Fire Department Expenses	2,135,765	156,732	1,824,780	1,958,011	133,230	85
<b>Streets &amp; Drainage Expenses</b>	337,500	25,430	301,079	309,375	8,296	89
PERSONNEL	127,800	7,126	98,596	117,150	18,554	77
SUPPLIES	276,200	22,900	247,414	233,183	5,769	90
OUTSIDE SERVICES	234,254	0	234,254	234,254	0	100
CAPITAL OUTLAY						
Total Streets & Drainage Expenses	975,754	55,456	881,343	913,962	32,619	90
<b>Grounds &amp; Beautification Expenses</b>	370,000	27,533	327,224	339,167	11,942	88
PERSONNEL	91,200	6,228	78,921	83,600	4,679	87
SUPPLIES	19,600	51	14,838	17,967	3,129	76
OUTSIDE SERVICES	480,800	33,812	420,983	440,734	19,750	88
Total Grounds & Beautification Expenses						
<b>Equipment Maintenance Expenses</b>	72,750	2,396	55,473	66,688	11,215	76
PERSONNEL	10,600	404	6,010	9,717	3,707	57
SUPPLIES	20,800	538	11,098	19,067	7,969	53
OUTSIDE SERVICES	104,150	3,338	72,581	95,472	22,891	70
Total Equipment Maintenance Expenses						
<b>Total Expenditures</b>	<b>8,221,753</b>	<b>593,629</b>	<b>7,133,486</b>	<b>7,586,580</b>	<b>453,092</b>	<b>87</b>
Excess Revenue Over (Under) Expenditures	373,095	45,166	1,862,465	343,308	612,970	499

UF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 8/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
GRANT	638,900	0	0	585,658	(585,658)	0
405-000-340-00-000-000 EPA WTR/WSTWTR INFRA IMP						
405-000-340-00-000-000 INTEREST INCOME	22,000	655	19,328	20,167	(838)	88
405-000-340-01-000-000 CD Interest Earned-Bond & Ins.	2,000	0	302	1,833	(1,531)	15
405-000-340-02-000-000 CD Interest Earned-Sew/Impl.	300	0	84	275	(191)	28
405-000-340-03-000-000 CD Interest Earned-Meter	3,700	0	1,041	3,392	(2,351)	28
405-000-351-00-000-000 UNIFORM REVENUE	600	0	0	550	(550)	0
405-000-351-02-000-000 MISC TAP INCOME	0	3,500	18,850	0	18,850	0
405-000-355-00-000-000 MISC INCOME	25,000	9,007	62,742	22,917	39,826	251
405-000-355-01-000-000 MISC INCOME BAGS	4,000	294	3,864	3,667	197	97
405-000-355-02-000-000 MISC INCOME TAPS	18,000	0	0	16,500	(16,500)	0
405-000-360-01-000-000 METERED SALES WATER	1,420,700	133,702	1,457,947	1,302,308	155,638	103
405-000-360-02-000-000 METERED SALES GAS	2,234,400	91,915	1,895,224	2,048,200	(152,976)	85
405-000-362-00-000-000 SERVICE CONNECTION CHARGES	3,000	225	2,550	2,750	(200)	85
405-000-363-00-000-000 SEWER CHARGES	0	0	(215)	0	(215)	0
405-000-364-00-000-000 UTILITY LATE CHARGES	0	12,732	131,839	4,583	127,255	2,637
405-000-365-00-000-000 GARBAGE REVENUE	5,000	77,832	853,413	838,750	14,663	93
405-000-393-02-000-000 SALE OF EQUIPMENT & MACHINERY	915,000	12,053	48,611	0	48,611	0
<b>Total Revenues</b>	<b>5,292,600</b>	<b>341,915</b>	<b>4,495,580</b>	<b>4,851,550</b>	<b>(355,970)</b>	<b>85</b>
<b>Expenditures</b>						
<b>Intrafund Transfers Expenses</b>						
TRANSFERS	195,000	12,084	121,040	178,750	57,710	62
Total Intrafund Transfers Expenses	195,000	12,084	121,040	178,750	57,710	62
<b>Utility Administration Expenses</b>						
PERSONNEL	400,435	33,654	387,168	367,065	(20,102)	97
SUPPLIES	32,000	0	15,588	29,333	13,745	49
OUTSIDE SERVICES	203,980	3,947	145,203	188,954	41,752	71
CAPITAL OUTLAY	0	59,826	94,325	0	(94,325)	0
Total Utility Administration Expenses	636,385	97,427	642,284	583,352	(58,930)	101
<b>Director of Public Works Expenses</b>						
PERSONNEL	108,880	14,719	128,517	99,816	(28,701)	118
SUPPLIES	5,200	242	5,567	4,767	(800)	107
OUTSIDE SERVICES	72,800	4,917	15,489	66,733	51,245	21
CAPITAL OUTLAY	0	(1,272)	42,912	0	(42,912)	0
Total Director of Public Works Expenses	186,880	18,606	192,485	171,316	(21,168)	103
<b>Water Regulations Expenses</b>						
PERSONNEL	39,095	2,788	35,902	35,837	(64)	92
SUPPLIES	11,050	579	9,104	10,129	1,026	82
OUTSIDE SERVICES	1,600	685	1,772	1,467	(305)	111
Total Water Regulations Expenses	51,745	4,032	46,778	47,433	657	90

UF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 8/31/2011

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Well and Pump Maintenance Expenses</b>						
SUPPLIES	49,690	60	20,544	45,513	24,969	41
OUTSIDE SERVICES	160,700	3,771	68,336	147,308	78,972	43
CAPITAL OUTLAY	153,000	10,185	16,824	140,250	123,426	11
Total Well and Pump Maintenance Expenses	363,390	14,016	105,704	333,071	227,367	29
<b>Sewer Construction Expenses</b>						
CAPITAL OUTLAY	638,900	23,199	222,437	585,658	363,222	35
Total Sewer Construction Expenses	638,900	23,199	222,437	585,658	363,222	35
<b>Utility Construction Expenses</b>						
PERSONNEL	157,740	14,539	152,102	144,595	(7,507)	96
SUPPLIES	40,550	2,739	32,205	37,171	4,966	79
OUTSIDE SERVICES	28,500	3,289	64,155	26,125	(38,030)	225
Total Utility Construction Expenses	226,790	20,547	248,462	207,891	(40,571)	110
<b>Water Operations Expenses</b>						
PERSONNEL	254,445	17,033	196,353	233,241	36,888	77
SUPPLIES	110,450	3,724	21,414	101,246	79,831	19
OUTSIDE SERVICES	12,800	228	2,759	11,733	8,974	22
CAPITAL OUTLAY	53,000	77,571	239,446	48,583	(190,862)	452
Total Water Operations Expenses	430,695	98,566	459,972	394,803	(65,169)	107
<b>Gas Operations Expenses</b>						
PERSONNEL	219,775	17,373	210,583	201,460	(9,122)	96
SUPPLIES	947,850	73,674	997,351	868,863	(128,489)	105
OUTSIDE SERVICES	92,950	1,949	72,326	89,204	12,879	78
CAPITAL OUTLAY	630,000	46,910	601,913	577,500	(24,413)	96
Total Gas Operations Expenses	1,890,575	139,906	1,882,173	1,733,027	(149,145)	100
<b>Garbage Expenses</b>						
GARBAGE EXPENSES	800,000	77,794	749,877	733,333	(16,544)	94
Total Garbage Expenses	800,000	77,794	749,877	733,333	(16,544)	94
<b>Loan Interest Expenses</b>						
INTEREST EXPENSE	300,674	808	22,733	275,618	252,885	8
Total Loan Interest Expenses	300,674	808	22,733	275,618	252,885	8
<b>Total Expenditures</b>	<b>5,721,004</b>	<b>506,975</b>	<b>4,693,945</b>	<b>5,244,252</b>	<b>550,314</b>	<b>82</b>
Excess Revenue Over (Under) Expenditures	(428,404)	(165,060)	(198,365)	(392,702)	(906,284)	(46)

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE ORDINANCE #891 CONCERNING THE ANNEXATION OF PICAYUNE MUNICIPAL AIRPORT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Ordinance # 891 concerning the annexation of the Picayune Municipal Airport.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ENLARGING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, DEFINING WITH CERTAINTY THE TERRITORY INCLUDED WITHIN THE CORPORATE LIMITS AND DESCRIBING IN GENERAL TERMS THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND DESCRIBING THE MUNICIPAL OR PUBLIC SERVICES WHICH ARE TO BE RENDERED IN THE ANNEXED TERRITORY WHICH CONSTITUTES THE CITY OF PICAYUNE MUNICIPAL AIRPORT UNDER MISS. CODE ANN. §61-9-1, ET SEQ.**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:

**SECTION 1.** That pursuant to Miss. Code Ann. §61-9-1, et seq., and upon and after this Ordinance takes effect, the Corporate limits of the City of Picayune, Mississippi, shall be enlarged or extended by including therein the unincorporated territory which constitutes the Picayune Municipal Airport, together with all easements and/or beneficial interests that allow the Picayune Municipal Airport to be operated as an air navigational facility; said air navigational facility being more particularly described as follows, to-wit:

**SEE EXHIBIT "1" ATTACHED HERETO**

**SECTION 2.** The City of Picayune Municipal Airport is situated within ten (10) miles of the existing corporate boundaries of the City of Picayune, and that any real property, easements and/or beneficial interests related to the operation and use of the Municipal Airport as an air navigational facility are owned by the City of Picayune, A Mississippi Municipality.

**SECTION 3.** The City of Picayune, Mississippi, has made and shall continue to make the following improvements in said annexed territory from the effective date of this Ordinance, unless delayed by war or military preparedness, to-wit:

1. Improve existing streets and drainage where necessary and economically feasible and legally permissible;
2. Install water lines, water service, sewage disposal lines, sewage treatment facilities and street lighting, where necessary and economically feasible and legally permissible;

3. Said services shall be furnished in the same manner as such services are being furnished to the present citizens, businesses and property owners of the municipality where necessary and economically feasible and legally permissible.

**SECTION 4.** That the City of Picayune shall furnish to the said annexed territory the following municipal and public services in the same manner and to the same extent as such services are being furnished to the present citizens, business and property owners of the municipality, such services to begin on the effective date of this Ordinance , to-wit:

1. Police protection;
2. Fire protection;
3. Animal control;
4. Planning and Zoning;
5. Garbage removal;
6. Trash and other debris removal;
7. Pest control;
8. Maintenance of existing streets, rights-of-way and drainage structures and facilities;
9. Code enforcement;
10. Parks and recreation service;
11. Water and sewer services;
12. Natural gas services;
13. The protection of public health, safety and welfare afforded by the application and enforcement of Ordinances, Codes and Regulations of the City of Picayune, Mississippi; and,
14. The right to exercise the ballot in municipal elections upon registering and meeting all statutory and constitutional requirements and upon proper approval of the changes created by this Ordinance under the Voting Rights Act of 1965, as amended, and the use and benefit of all other municipal services and facilities furnished by the City of Picayune to all of the present citizens, businesses and property owners of the municipality.

- 
15. ~~The continued operation fo the Municipal Airport as an air navigational facility.~~

**SECTION 5.** The City of Picayune, Mississippi shall undertake the following restrictions, planning and zoning activities following the effective date of this Ordinance, to-wit:

1. The City of Picayune shall enlarge, update, revise and amend its Comprehensive Plan to include all territory annexed to the municipality and the City Council shall adopt such revisions fulfilling all legal requirements to do so including public notice and a public hearing on enlargement, updating, revision and amendments of the Comprehensive Plan.
2. Following modification of the Comprehensive Plan to include territories annexed, the City of Picayune shall prepare and adopt an Official Zoning Map and such Zoning Ordinance text amendments as are warranted to implement the adopted Comprehensive Plan. All territory annexed shall be included on the City's Official Zoning Map and shall be classified thereon in conformance with the City's adopted Comprehensive Plan. Adoption of Zoning Ordinance text amendments in addition to the City's official Zoning Map by the City Council shall occur in accordance with the City's Zoning Ordinances and/or after proper notice and public hearing(s).

**SECTION 6** This Ordinance shall become effective ten (10) days from date of the completion of publication which shall be made once each week for three (3) consecutive weeks in the Picayune Item, a newspaper, published and/or having a general circulation in the County or Counties where both the City of Picayune and the Municipal Airport shall be located.

The foregoing Ordinance having been reduced to writing and considered, section by section, was introduced by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, and adopted by the following roll call vote, to-wit:

VOTING YEA:

VOTING NAY: None

ABSENT AND NOT VOTING: None

The motion was declared carried.

The Ordinance was there upon declared carried and adopted this \_\_\_\_ day of \_\_\_\_\_, 2011.

---

\_\_\_\_\_  
Ed Pinero, Mayor

ATTEST:

\_\_\_\_\_  
Priscilla Daniel, City Clerk

I, Priscilla Daniel, City Clerk, the duly appointed, qualified, action and lawful custodian of the minutes of the City Council of the City of Picayune, Mississippi, and seal of said City, certify that the foregoing is a true and exact copy of an Ordinance passed by the City Council at its regular meeting on \_\_\_\_\_, an recorded in the Minute Book \_\_\_\_\_, Pages \_\_\_\_\_.

WITNESS my signature and official seal of office, this the \_\_\_\_ day of \_\_\_\_\_, A.D., 2011.

[SEAL]

\_\_\_\_\_  
Priscilla Daniel, City Clerk

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT REQUEST #2 FROM HENSLEY R LEE CONTRACING FOR WORK COMPLETED ON THE WATER & GAS METER RETROFIT AMR INSTALLATION PROJECT**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize Pay Request #2 from Hensley R. Lee Contracting, Inc for work completed through August 31, 2011 in the amount of \$57,025.46 for the Water and Gas Meter Retrofit AMR Installation Project.

PAGE ONE OF PAGES

2

08/31/11

PROJECT NOS:

CONTRACT DATE: 06/07/11

Distribution to:  
 Owner  
 Const. Mgr  
 Architect  
 Contractor

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: The City of Picaune  
 815 N. Beech Street  
 Picaune, MS 39466

PROJECT: Water and Gas Meter Retrofit  
 AMR Installation

FROM CONTRACTOR: Hensley R. Lee Contracting, INC  
 311 Acorn Lane  
 Picaune, MS 39466

VIA ARCHITECT: Dungan Engineering, P.A.  
 925 Goodyear Blvd  
 Picaune, MS 39466

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM..... \$ 303,385.06

2. Net change by Change Orders..... \$

3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 303,385.06

4. TOTAL COMPLETED & STORED TO DATE \$ 59,948.94  
 (Column G on Continuation Sheet)

5. RETAINAGE:

a. 5.0% of Completed Work \$ 2,923.48  
 (Columns D+E on Continuation Sheet)

b. of Stored Material \$  
 (Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet) \$ 2,923.48

6. TOTAL EARNED LESS RETAINAGE..... \$ 57,025.46  
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

8. CURRENT PAYMENT DUE..... \$ 57,025.46  
 (Line 6 from prior Certificate)

9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) \$ 246,359.60

**CHANGE ORDER SUMMARY**

CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	ADDITIONS	DEDUCTIONS
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES BY CHANGE ORDER</b>		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:  Date: 9/11/11

State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before me this 9<sup>th</sup> day of September 2011

Notary Public:   
 My Commission expires: \_\_\_\_\_

**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 57,025.46  
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By:  Date: 9-9-11

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

The following roll call was made:

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

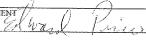
**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.



TANK PRO, INC.		BY: 	
(Contractor)		(Signature of Authorized Representative)	
August 31, 2011		Title: PRESIDENT	
<p>6. ENGINEER'S RECOMMENDATION</p> <p>I certify that I have checked and verified the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Periodic Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the referenced contract; and that partial payment claimed and requested by the contractor is correctly computed on the basis of work performed and/or material supplied to date and payment of the BALANCE DUE THIS PAYMENT is recommended.</p>			
BY:	PROJECT REPRESENTATIVE	BY: 	PROJECT ENGINEER
DATE:		DATE: 9-6-11	
7. OWNER'S APPROVAL OF PAYMENT			
APPROVED:			DATE:
APPROVED:			DATE:

56

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT OF INVOICE # 18 FROM DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES**

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize payment of Invoice #18 from Dungan Engineering for Professional Services provided from July 23, 2011 through August 26, 2011 in the amount of \$750.00.



Engineering, PA  
Consulting Engineers

City of Picayune  
815 North Beech Street  
Picayune, MS 39466

City of Picayune - General

Professional Services for the Period: July 23, 2011 to August 26, 2011

Unit Billing

Monthly Retainer	750.00	
Total Units	750.00	750.00
Total Project Invoice Amount		\$750.00

September 09, 2011  
Project No: 1700G045  
Invoice No: 18

*BRW*  
9-14-11

62

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

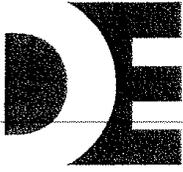
**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT OF INVOICE #9 FROM DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES PROVIDED ON THE 2010 CITY WIDE PAVING PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize payment of Invoice #9 from Dungan Engineering for professional services provided from July 23, 2011 through August 26, 2011 on the 2010 City Wide paving project in the amount of \$34,500.00.

DUNGAN



Engineering, PA  
Consulting Engineers

City of Picayune  
815 North Beech Street  
Picayune, MS 39466

2010 City Wide Paving Project

September 09, 2011

Project No: 1700C047

Invoice No: 9

Professional Services for the Period: July 23, 2011 to August 26, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase	276,000.00	100.00	276,000.00	276,000.00	0.00
Construction Phase	310,500.00	50.00	155,250.00	124,200.00	31,050.00
Materials Testing	34,500.00	50.00	17,250.00	13,800.00	3,450.00
Total Fee	621,000.00		448,500.00	414,000.00	34,500.00
	Total Fee				34,500.00
	Total Project Invoice Amount				\$34,500.00

*BDW*  
9-14-11

66

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT OF INVOICE #3 FROM DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES PROVIDED ON THE 2011 ELEVATED WATER TANK PROJECT**

Motion was made by Council Member lane, seconded by Council Member Gouguet to authorize payment of Invoice #3 from Dungan Engineering for professional services provided from July 23, 2011 through August 26, 2011 on the Elevated Water Tank Project in the amount of \$4,365.00.



Engineering, PA  
Consulting Engineers

City of Picayune  
815 North Beech Street  
Picayune, MS 39466

2010 Elevated Water Tank Improvements

September 09, 2011

Project No: 1700C048

Invoice No: 3

Professional Services for the Period: July 23, 2011 to August 26, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Engineering	19,400.00	100.00	19,400.00	19,400.00	0.00
Construction Phase Engineering	29,100.00	50.00	14,550.00	10,185.00	4,365.00
Total Fee	48,500.00		33,950.00	29,585.00	4,365.00
	<b>Total Fee</b>				<b>4,365.00</b>
	<b>Total Project Invoice Amount</b>				<b>\$4,365.00</b>

*BLW*  
9-13-11

20

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING: None**

The motion was declared carried.

**AUTHORIZE PAYMENT OF INVOICE #3 FROM DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES PROVIDED ON THE WATER AND GAS METER REPLACEMENT PROJECT**

Motion was made by Council Member Lane, seconded by Council Member Watkins to authorize payment of Invoice #3 from Dungan Engineering for professional services provided from July 23, 2011 through August 26, 2011 on the Water and Gas Meter Replacement Project in the amount of \$21,000.00.



September 09, 2011  
Project No: 1700C057  
Invoice No: 3

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Engineering, PA  
Consulting Engineers

City of Picayune  
815 North Beech Street  
Picayune, MS 39466

Water and Gas Meter Replacement Project

**Professional Services for the Period: July 23, 2011 to August 26, 2011**

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Engineering	27,000.00	100.00	27,000.00	27,000.00	0.00
Construction Phase Engineering	105,000.00	30.00	31,500.00	10,500.00	21,000.00
Total Fee	132,000.00		58,500.00	37,500.00	21,000.00
	<b>Total Fee</b>				<b>21,000.00</b>
			<b>Total Project Invoice Amount</b>		<b>\$21,000.00</b>

*BLW*  
9-13-11

74

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT OF INVOICE #1 FROM DUNGAN ENGINEERING FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN PHASE FOR THE GAS SYSTEM EXTENSION TO HIGHLAND COMMUNITY HOSPITAL PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize payment of Invoice #1 from Dungan Engineering for Professional Services related to the design phase for the Gas System Extension to Highland Community Hospital Project in the amount of \$15,000.00.



Engineering, PA  
Consulting Engineers

City of Picayune  
815 North Beech Street  
Picayune, MS 39466

September 09, 2011

Project No: 1700C059

Invoice No: 1

Engineering Services In Connection With:

Gas System Extension to  
Highland Community Hospital  
Picayune, MS

**Professional Services for the Period: July 23, 2011 to August 26, 2011**

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Engineering	30,000.00	50.00	15,000.00	0.00	15,000.00
Construction Engineering	23,000.00	0.00	0.00	0.00	0.00
Total Fee	53,000.00		15,000.00	0.00	15,000.00
	<b>Total Fee</b>				<b>15,000.00</b>
			<b>Total Project Invoice Amount</b>		<b>\$15,000.00</b>

*BRW*  
9-13-11

78

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO APPLY FOR THE USDOT TIGER III GRANT FOR CONSTRUCTOIN OF THE TRAIN DEPOT PLATFORM**

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve request to apply for the USDOT TIGER III Grant for construction of the train depot platform and authorize Mayor's signature (100% Federal).

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT BIDS FOR THE GAS SYSTEM EXTENSION TO HIGHLAND COMMUNITY HOSPITAL PROJECT AND AWARD THE LOWEST AND BEST BID**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept bids for the Gas System Extension to Highland Community Hospital Project and award the lowest and best bid to Tri-State Utility Contractors in the amount of \$330,959.00.



<b>GAS SYSTEM EXTENSION TO HIGHLAND COMMUNITY HOSPITAL September 20, 2011 - 10:00 AM</b>		
<b>CONTRACTOR</b>	<b>COR</b>	<b>BASE BID</b>
4-D Construction, Inc.	09067-MC	\$412,967.77
Hemphill Construction Company, Inc.	02449-MC	\$387,844.00
Hensley R. Lee Contracting, Inc.	13466-MC	\$557,556.00
Mid South Utility Contractors, Inc.	13929-MC	N/A
Moore and Wallace, Inc.	18917-MC	N/A
Tri-State Utility Contractors, Inc.	12122-SC	\$330,959.00

  
\_\_\_\_\_  
Brooks Wallace, P.E.





Gas System Extension to Highland Community Hospital

Certified Bid Tabulation  
September 20, 2011

Item No.	Description	Unit	Quantity	Tri-State Utility Contractors, Inc.		Hemphill Construction Company, Inc.		Hensley R. Lee Contracting, Inc.		4-D Construction, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
<b>City of Picayune - Bid Items</b>											
1	Mobilization	LS	1	\$ 8,650.00	\$ 8,650.00	\$ 7,500.00	\$ 7,500.00	\$ 17,250.00	\$ 17,250.00	\$ 10,000.00	\$ 10,000.00
2	6" HDPE High Pressure Gas Main	LF	3,100	\$ 21.11	\$ 65,441.00	\$ 17.00	\$ 52,700.00	\$ 27.50	\$ 85,560.00	\$ 26.75	\$ 82,925.00
3	4" MDPE Gas Main (Distribution)	LF	14,200	\$ 12.37	\$ 175,654.00	\$ 15.00	\$ 213,000.00	\$ 21.00	\$ 298,200.00	\$ 12.50	\$ 177,500.00
4	3/4" Service Tubing	LF	950	\$ 4.41	\$ 4,189.50	\$ 14.00	\$ 13,300.00	\$ 9.80	\$ 9,310.00	\$ 4.25	\$ 4,037.50
5	Tie-In to Existing Meters	EA	12	\$ 363.99	\$ 4,367.88	\$ 430.00	\$ 5,160.00	\$ 575.00	\$ 6,900.00	\$ 325.00	\$ 3,900.00
6	Excess Flow Valves	EA	2	\$ 263.50	\$ 3,402.00	\$ 222.00	\$ 2,664.00	\$ 288.00	\$ 3,456.00	\$ 275.00	\$ 3,300.00
7	Tie-In at Hospital	EA	2	\$ 1,444.44	\$ 2,888.88	\$ 4,100.00	\$ 8,200.00	\$ 1,360.00	\$ 2,720.00	\$ 2,650.00	\$ 5,300.00
8	District Regulator Station	LS	1	\$ 35,110.40	\$ 35,110.40	\$ 31,000.00	\$ 31,000.00	\$ 40,250.00	\$ 40,250.00	\$ 26,500.00	\$ 26,500.00
9	Tie-in to Existing Road Road Regulator Station	EA	1	\$ 3,422.22	\$ 3,422.22	\$ 16,000.00	\$ 16,000.00	\$ 9,775.00	\$ 9,775.00	\$ 5,500.00	\$ 5,500.00
10	Tie-in to Existing Distribution Mains	EA	2	\$ 1,888.89	\$ 3,777.78	\$ 3,000.00	\$ 6,000.00	\$ 4,600.00	\$ 9,200.00	\$ 2,500.00	\$ 5,000.00
11	6" Polyethylene Ball Valves	EA	2	\$ 503.48	\$ 1,006.96	\$ 1,100.00	\$ 2,200.00	\$ 1,225.00	\$ 2,450.00	\$ 1,150.00	\$ 2,300.00
12	4" Polyethylene Ball Valves	EA	21	\$ 492.78	\$ 10,348.38	\$ 440.00	\$ 9,240.00	\$ 845.00	\$ 17,745.00	\$ 605.00	\$ 12,705.00
13	Remove And Replace Asphalt Pavement	SY	50	\$ 54.00	\$ 2,700.00	\$ 88.00	\$ 4,400.00	\$ 58.00	\$ 2,900.00	\$ 125.00	\$ 6,250.00
14	Remove And Replace Concrete Driveway	SY	50	\$ 64.00	\$ 3,200.00	\$ 78.00	\$ 3,900.00	\$ 58.00	\$ 2,900.00	\$ 375.00	\$ 18,750.00
15	Remove And Replace Concrete Curbing	LF	100	\$ 25.00	\$ 2,500.00	\$ 80.00	\$ 8,000.00	\$ 29.00	\$ 2,900.00	\$ 125.00	\$ 12,500.00
16	Landscaping	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 2,340.00	\$ 2,340.00	\$ 23,000.00	\$ 23,000.00	\$ 12,500.00	\$ 12,500.00
17	Maintenance of traffic	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,340.00	\$ 2,340.00	\$ 23,000.00	\$ 23,000.00	\$ 24,000.27	\$ 24,000.27
<b>Total:</b>				\$ 330,959.00	\$ 330,959.00	\$ 387,844.00	\$ 387,844.00	\$ 557,555.00	\$ 557,555.00	\$ 412,967.77	\$ 412,967.77

Certified Correct By:

*BRW*

Brooks Wallace, P. E.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SPECIAL USE PERMIT FOR ITALIAN GRILL & PIZZERIA AT 1702 HWY 11 N STE D**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to issue a Special Use Permit to the Italian Grill & Pizzeria located at 1702 Hwy 11 N, Suite D, under Ordinance No. 882 for Alcoholic Beverages of more than 5%, which includes alcoholic liquids, including wines.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SPECIAL USE PERMIT FOR GATOR ME CRAZY AT 711 MEMORIAL BLVD**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to issue a Special Use Permit to Gator Me Crazy at 711 Memorial Blvd under Ordinance No. 882 for Alcoholic Beverages of less than 5%, which includes beer and light wines.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**HOLD PUBLIC HEARING FOR PROPERTY CLEANUP**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to hold a hearing for property cleanup and determine if properties should be declared public nuisances.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TAKE PROPERTY CLEANUP FOR PARCEL 6175160020100100 ON NEAL RD UNDER ADVISEMENT**

Motion as made by Council Member Lane, seconded by Council Member Breland to take property cleanup for parcel 6175160020100100 on Neal Rd under advisement to possibly come back to a public hearing at another date.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2204 TROTTER STREET A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 2204 Trotter St. parcel 6172090040202500 a public nuisance and to allow a 60-day extension for owner to try to get a MDA grant.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PARCEL 6172090040203800 ON TROTTER ST A PUBLIC NUISANCE**

Motion was made by Council Member Lane, seconded by Council Member Breland to declare property on Trotter St. parcel 6175220030100500 a public nuisance and to allow a 30-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2320 WALKER ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 2320 Walker St. parcel 6172090040205000 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2112 WALKER ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 2112 Walker St. parcel 6172090040205900 a public nuisance and to allow a 30-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PARCEL 6172090040206200 ON WALKER ST A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to declare property on Walker St. parcel 6172090040206200 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2017 COUSIN ST A PUBLIC NUISANCE**

Motion was made by Council Member Lane, seconded by Council Member Watkins to declare property at 2017 Cousin St. parcel 6172090040200100 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PARCEL 6172090040200800 ON COUSIN ST A PUBLIC NUISANCE**

Motion was made by Council Member Lane, seconded by Council Member Watkins to declare property on Cousin St. parcel 6172090040200800 a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2309 COUSIN ST A PUBLIC NUISANCE**

Motion was made by Council Member Lane, seconded by Council Member Watkins to declare property at 2309 Cousin St. parcel 6172090040201300 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PARCEL 6172090040103400 ON COUSIN ST A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to declare property on Cousin St. parcel 6172090040103400 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING: None**

The motion was declared carried.

**MOTION TO DECLARE 2108 COUSIN ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 2108 Cousin St. parcel 6172090040103500 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2300 COUSIN ST A PUBLIC NUISANCE**

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2004 MORRIS ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Lane to declare property at 2004 Morris St. parcel 6172090040100200 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2305 MORRIS ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Lane to declare property at 2305 Morris St. parcel 6172090040102100 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2201 MORRIS ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare property at 2201 Morris St. parcel 6172090040102600 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2123 MORRIS ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Lane to declare property at 2123 Morris St. parcel 6172090040102800 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2103 MORRIS ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to declare property at 2103 Morris St. parcel 6172090040102900 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE 2101 MORRIST ST A PUBLIC NUISANCE**

Motion was made by Council Member Breland, seconded by Council Member Lane to declare property at 2101 Morris St. parcel 6172090040103000 a public nuisance and to allow a 60-day extension.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO CLOSE PUBLIC HEARING FOR PROPERTY CLEAN UP**

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME PUBLIC WORKS DIRECTOR, ERIC MORRIS, GAVE A GAS RATE PRESENTATION*

**MOTION TO AMEND THE CURRENT UTILITY ORDINANCE TO AUTHORIZE A 15% REDUCTION IN CURRENT GAS RATES EFFECTIVE OCTOBER 1, 2011**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to amend the current utility ordinance to authorize a 15% reduction in current gas rates effective October 1, 2011.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO INITIATE AMR GAS PROJECT EFFECTIVE IMMEDIATELY**

Motion as made by Council Member Breland, seconded by Council Member Lane to initiate the AMR Gas Project effective immediately.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO PURSUE ENGINEERING STUDY FOR REPLACEMENT OF CAST IRON GAS LINE AND TO FURTHER INVESTIGATE TAP FEES**

Motion was made by Council Member Watkins, seconded by Council Member Breland to pursue engineering study for replacement of cast iron gas line and to further investigate tap fees.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO PURCHASE A POLICE DODGE CHARGER FROM CHAMPION DODGE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request to purchase a 2010 Police Dodge Charger from Champion Dodge at the price of \$20,800.00 from the Special Police Drug Fund at no cost to the City or taxpayers.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE REQUEST TO APPLY FOR FY2011 MISSISSIPPI OFFICE OF  
HOMELAND SECURITY GRANT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to apply for FY 2011 Mississippi Office for Homeland Security Grant and authorize Chief Keith Brown to sign said grant. Estimated at \$16,000.00 (100% federal).

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADJOURN**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn until Tuesday, October 4, 2011 at 5:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Leann Smith Deputy City Clerk