

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, August 6, 2013, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Father Filken, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

AT THIS TIME THE NEWLY FORMED PICAYUNE YOUTH ATHLETIC ASSOCIATION BOARD WAS RECOGNIZED. MEMBERS ARE PRESIDENT ALLEN HICKMAN, VICE PRESIDENT ELI OUDER, TREASURER GERALD MYERS, SECRETARY SHANNON WILSON SPELL, SPECIAL PROJECTS ROYCE WILLIAMS, VICE PRESIDENT BASEBALL TIMMY CRAFT, VICE PRESIDENT OF SOFTBALL RAYFORD LEE, VICE PRESIDENT OF SOCCER IVAN FOSTER AND VICE PRESIDENT OF FOOTBALL BRANT PEDDY

ORDER TO APPROVE MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Minutes of the City of Picayune dated July 2, 2013 and the Special Called Meeting Minutes dated July 29, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON QUITCLAIM DEED

Motion was made by Council Member Gouguet, seconded by Council Member Valente to authorize Mayor's signature on quitclaim deed to Haybren Land & Cattle for prior year's taxes that matured to the City parcel 6176140040500400.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF APPROVE PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept copy of Approved Minutes of Planning Commission dated June 11, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF PLANNING COMMISSION MINUTES

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

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

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 9:54 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	60,600	2,650	71,415	49,910	21,505	118
351-000-341.02-000-000 GROUND LEASES	13,050	0	12,480	10,875	1,605	96
351-000-374.00-000-000 FUEL SALES	6,000	349	4,555	5,000	(445)	76
Total Revenues	79,650	2,999	88,450	65,785	22,665	111
Expenditures						
Airport Expenses						
PERSONNEL	57,008	3,995	41,547	47,507	5,960	73
SUPPLIES	500	0	571	416	(155)	114
OUTSIDE SERVICES	53,140	1,707	31,072	49,451	18,379	98
Total Airport Expenses	110,648	5,702	73,190	97,374	24,184	66
Total Expenditures	110,648	5,702	73,190	97,374	24,184	66
Excess Revenue Over (Under) Expenditures	(30,998)	(2,703)	15,260	(31,589)	(1,519)	49

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:15 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	300	36	528	250	278	176
406-000-340.00-000-000 INTEREST INCOME	300	0	166	250	(84)	55
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	14,000	1,167	14,042	11,667	2,375	100
406-000-392.00-000-000 SALE OF LOTS	20,000	3,763	19,031	16,667	2,364	95
Total Revenues	34,600	4,966	33,767	28,834	4,933	98
Expenditures						
Cemetery Expenses						
PERSONNEL	17,669	3,784	44,939	14,724	(30,216)	254
SUPPLIES	7,980	336	5,412	6,649	1,237	68
OUTSIDE SERVICES	3,269	86	1,541	2,724	1,183	47
CAPITAL OUTLAY	5,205	0	5,273	3,871	(1,402)	101
Total Cemetery Expenses	34,123	4,205	57,165	27,968	(29,197)	168
Total Expenditures	34,123	4,205	57,165	27,968	(29,197)	168
Excess Revenue Over (Under) Expenditures	477	761	(23,398)	866	34,130	(4,905)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:17 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	75	0	220	63	157	293
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,442	14,615	0	14,615	0
110-043-341.00-000-000 RENT	67,737	0	0	56,448	(56,448)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	0	0	5,000	0	5,000	0
110-043-341.04-000-000 LAND LEASE - SHALE SUPPORT SERV	0	1,590	11,133	0	11,133	0
110-043-392.00-000-000 SALE OF LOTS-IND PARK	0	0	12,000	0	12,000	0
110-402-260.00-000-000 SALES TAX TOURISM	467,505	38,851	370,175	389,588	(19,413)	79
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	535	3,075	2,083	992	123
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	350	833	(483)	35
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	75	83	(8)	75
110-402-340.00-000-000 INTEREST INCOME-TOURISM	400	0	402	333	69	100
Total Revenues	539,317	41,918	417,045	449,431	(32,386)	77
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	0	621	4,167	3,546	12
CAPITAL OUTLAY	5,000	0	0	4,167	4,167	0
Total Sale of Lots Expenses	10,000	0	621	8,334	7,713	6
Recreation Expenses						
PERSONNEL	127,520	9,622	100,492	106,268	5,776	79
SUPPLIES	26,900	3,663	26,548	22,417	(4,131)	99
OUTSIDE SERVICES	84,000	(14,307)	88,620	70,000	(18,620)	106
Total Recreation Expenses	238,420	(1,022)	215,660	198,685	(16,975)	90
Retirement Development Expenses						
PERSONNEL	4,093	0	0	3,411	3,411	0
SUPPLIES	0	0	342	0	(342)	0
OUTSIDE SERVICES	0	0	1,844	0	(1,844)	0
Total Retirement Development Expenses	4,093	0	2,186	3,411	1,225	53
Total Expenditures	252,513	(1,022)	218,467	210,430	(8,037)	87
Excess Revenue Over (Under) Expenditures	286,804	42,940	198,578	239,001	(24,348)	69

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:16 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALORM TAXES-CURRENT	1,287,159	11,856	1,070,436	1,072,633	(2,197)	83
001-000-201.00-000-000 AUTO AND MOBILE HOME	335,595	18,912	186,256	196,329	(10,073)	79
001-000-202.00-000-000 PERSONAL TAXES	323,246	8,823	368,258	269,372	98,886	114
001-000-203.00-000-000 AD VALORM-DELINQUENT	1,000	0	2,294	833	1,461	229
001-000-210.00-000-000 PENALTIES & INTEREST	35,000	2,117	11,932	29,167	(17,235)	34
001-000-211.00-000-000 OTHER FEES	0	0	251	0	251	0
001-000-214.00-000-000 TAX COLLECTION COSTS	80,000	1,441	60,257	66,667	(6,410)	75
001-000-220.00-000-000 PRIVILEGE LICENSES	30,000	128	14,639	25,000	(10,361)	49
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	4,275	225	6,075	3,563	2,512	142
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	28,488	474,940	512,500	(37,560)	77
001-000-222.00-000-000 BUILDING PERMITS	40,000	1,511	45,530	33,333	12,197	114
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,000	800	6,936	2,500	4,436	231
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	19,411	16,667	2,744	97
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	721	980	0	980	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	26,811	22,917	3,894	97
001-000-245.01-000-000 STATE WIRELESS FUND	10,000	0	8,657	8,333	324	87
001-000-247.02-000-000 BULLET PROOF VEST	16,220	0	1,624	13,517	(11,893)	10
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	4,712	17,567	14,583	2,984	100
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	120,000	0	70,219	100,000	(29,781)	59
001-000-256.00-000-000 DRUG/ALCOHOL CM GRANT	78,277	0	35,603	65,231	(13,626)	45
001-000-260.00-000-000 GENERAL SALES TAX	3,960,000	352,584	3,451,002	3,300,000	151,002	87
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	55,547	0	56,136	46,289	9,847	101
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	18,921	418	17,485	15,768	1,717	92
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	1,840	1,840	1,526	314	100
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	15,000	12,500	2,500	100
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	796	5,135	5,417	(282)	79
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	4,764	192,451	183,333	9,118	87
001-000-276.00-000-000 SCHOOL PATROL	139,140	0	0	115,950	(115,950)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	12,000	281	11,260	10,000	1,260	94
001-000-330.00-000-000 COURT FINES & FEES	315,000	5,375	270,155	262,500	7,655	86
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,064	18,540	18,750	(210)	82
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,000	95	1,119	833	286	112
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	1,000	35	125	833	(708)	13
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	235	10,603	8,500	2,103	104
001-000-340.00-000-000 INTEREST EARNED	20,000	0	16,270	16,667	(397)	81
001-000-346.00-000-000 FIRE DEPARTMENT DONATIONS	0	0	1,189	0	1,189	0
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	13,305	0	13,305	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	(21,613)	165,199	11,667	153,532	1,180
001-000-356.00-000-000 INSURANCE PROCEEDS	0	0	88,125	0	88,125	0
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	0	0	300,000	0	300,000	0
001-000-380.05-000-000 TRANSFER FROM CAP PROJ-NEW CITY HALL EXPANSION/RENOVATION PROJ	0	0	427,328	0	427,328	0
001-000-380.06-000-000 TRANSFER FROM UDAG - NEW CITY HALL PROJ	0	0	207,828	0	207,828	0
001-000-393.00-000-000 SALE OF PROPERTY	0	0	261	0	261	0

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:16 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301.00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	0	7,242	0	7,242	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	631	0	631	0
Total Revenues	7,756,411	425,608	7,706,925	6,463,678	1,243,247	99
Expenditures						
Municipal Council Expenses						
PERSONNEL	68,949	5,014	52,008	57,459	5,451	75
SUPPLIES	1,000	0	889	917	18	90
OUTSIDE SERVICES	123,650	2,487	115,700	112,959	(2,741)	94
CAPITAL OUTLAY	1,200,565	438	1,095,103	1,200,565	105,462	91
Total Municipal Council Expenses	1,394,164	7,939	1,263,710	1,371,900	108,190	91
Municipal Court Expenses						
PERSONNEL	251,243	18,997	186,781	209,371	22,590	74
SUPPLIES	4,000	0	3,334	3,333	(1)	83
OUTSIDE SERVICES	54,750	5,559	50,963	45,625	(5,338)	93
Total Municipal Court Expenses	309,993	24,556	241,078	258,329	17,251	78
City Attorney Expenses						
PERSONNEL	9,516	718	7,330	7,932	602	77
OUTSIDE SERVICES	20,000	930	17,511	16,667	(844)	88
Total City Attorney Expenses	29,516	1,648	24,841	24,599	(242)	84
City Manager Expenses						
PERSONNEL	127,344	10,253	105,851	109,578	3,927	83
SUPPLIES	7,500	87	6,752	6,251	(501)	90
OUTSIDE SERVICES	16,300	1,466	15,393	13,584	(1,809)	94
CAPITAL OUTLAY	10,876	0	10,876	9,434	(1,442)	100
Total City Manager Expenses	162,020	11,806	138,672	138,847	175	86
General Services Expenses						
PERSONNEL	16,371	1,288	13,986	13,643	(343)	85
SUPPLIES	7,700	367	6,293	6,417	124	82
OUTSIDE SERVICES	216,500	5,458	215,911	180,417	(35,494)	100
Total General Services Expenses	240,571	7,113	236,190	200,477	(35,713)	98
Financial Expenses						
PERSONNEL	135,942	9,708	100,405	113,285	12,880	74
SUPPLIES	10,000	120	8,805	8,750	(55)	88
OUTSIDE SERVICES	66,900	1,345	46,953	55,335	8,382	70
Total Financial Expenses	212,842	11,173	156,163	177,370	21,207	73
Code Enforcement Expenses						
PERSONNEL	140,564	10,616	109,712	117,139	7,427	78
SUPPLIES	4,200	90	4,266	3,500	(766)	102
OUTSIDE SERVICES	21,500	1,850	17,293	17,917	624	80
Total Code Enforcement Expenses	166,264	12,556	131,271	138,556	7,285	79

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:16 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Police Administration Expenses						
PERSONNEL	223,045	11,639	146,307	185,871	39,564	66
SUPPLIES	6,500	156	2,895	5,417	2,522	45
OUTSIDE SERVICES	55,400	3,550	42,809	44,334	1,525	77
CAPITAL OUTLAY	3,651	0	8,657	7,209	(1,448)	100
Total Police Administration Expenses	293,596	15,345	200,668	242,831	42,163	68
Patrol & Investigations Expenses						
PERSONNEL	1,249,388	107,694	1,082,264	1,041,156	(41,108)	87
SUPPLIES	136,000	1,768	104,229	112,500	8,271	77
OUTSIDE SERVICES	79,750	1,709	87,103	66,458	(20,645)	109
CAPITAL OUTLAY	7,968	166	4,019	6,307	2,288	53
Total Patrol & Investigations Expenses	1,472,706	111,337	1,277,615	1,226,421	(51,194)	87
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	155,062	12,316	121,373	129,218	7,845	78
SUPPLIES	39,000	3,901	40,772	32,499	(8,273)	105
OUTSIDE SERVICES	15,500	2,369	6,746	12,917	6,171	44
Total Custody of Prisoners Expenses	209,562	18,586	168,891	174,634	5,743	81
Alcohol Countermeasures Grant Expenses						
PERSONNEL	0	0	1,709	0	(1,709)	0
Total Alcohol Countermeasures Expenses	0	0	1,709	0	(1,709)	0
Records & Communications Expenses						
PERSONNEL	376,623	29,424	306,842	313,853	7,011	81
SUPPLIES	8,500	0	7,226	7,334	109	85
OUTSIDE SERVICES	19,300	1,068	17,275	15,833	(1,442)	90
Total Records & Communications Expenses	404,423	30,492	331,343	337,020	5,678	82
School Patrol Expenses						
PERSONNEL	126,189	11,798	116,875	105,158	(11,717)	93
SUPPLIES	6,500	0	4,443	5,416	973	68
OUTSIDE SERVICES	2,750	184	1,347	2,292	945	49
Total School Patrol Expenses	135,439	11,982	122,665	112,866	(9,799)	91
Animal Control Expenses						
PERSONNEL	34,692	2,313	17,489	28,909	11,420	50
SUPPLIES	1,514	0	1,948	1,366	(562)	129
OUTSIDE SERVICES	47,302	4,191	40,111	39,294	(817)	85
Total Animal Control Expenses	83,508	6,504	59,548	69,569	10,041	71
Fire Department Expenses						
PERSONNEL	2,001,147	159,873	1,560,042	1,667,623	107,581	78
SUPPLIES	62,519	8,091	51,170	44,219	(6,951)	97
OUTSIDE SERVICES	62,200	5,932	70,110	51,834	(18,276)	113
Total Fire Department Expenses	2,115,866	173,896	1,681,322	1,763,676	82,354	79

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:16 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Streets & Drainage Expenses</u>						
PERSONNEL	348,288	30,845	316,487	290,241	(26,246)	91
SUPPLIES	140,000	9,164	123,532	121,417	(2,115)	88
OUTSIDE SERVICES	321,200	27,724	276,279	271,000	(5,279)	86
CAPITAL OUTLAY	14,250	0	14,471	11,875	(2,596)	102
Total Streets & Drainage Expenses	823,738	67,733	730,769	694,533	(36,236)	89
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	420,798	32,672	308,778	350,666	41,888	73
SUPPLIES	96,119	2,187	81,263	60,099	(1,154)	85
OUTSIDE SERVICES	16,250	666	16,310	13,542	(2,768)	100
CAPITAL OUTLAY	0	0	283	0	(283)	0
Total Grounds & Beautification Expenses	533,167	35,525	406,634	444,307	37,673	76
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	44,769	2,416	25,024	37,308	12,284	56
SUPPLIES	10,600	49	1,571	8,833	7,262	15
OUTSIDE SERVICES	11,800	748	6,534	9,834	3,300	55
Total Equipment Maintenance Expenses	67,169	3,213	33,129	55,975	22,846	49
Total Expenditures	8,654,544	551,404	7,206,218	7,431,930	225,713	83
Excess Revenue Over (Under) Expenditures	(888,133)	(125,796)	500,707	(968,252)	1,017,534	56

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013

Run: 7/31/2013 at 10:16 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-230.02-000-000 EPA WTRWSTWTR INFRA IMP GRANT	0	0	509,044	0	509,044	0
405-000-340.00-000-000 INTEREST INCOME	7,500	0	7,309	6,250	1,059	97
405-000-340.01-000-000 CD Interest Earned-Bond & Ins.	400	0	0	333	(333)	0
405-000-340.02-000-000 CD Interest Earned-Sew. Impr.	100	0	0	83	(83)	0
405-000-340.03-000-000 CD Interest Earned-Meter	1,500	0	0	1,250	(1,250)	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	2,700	24,725	16,667	8,058	124
405-000-355.00-000-000 MISC INCOME	60,000	8,055	143,908	50,000	93,908	240
405-000-355.01-000-000 MISC INCOME BAGS	4,000	202	3,121	3,333	(212)	78
405-000-360.01-000-000 METERED SALES WATER	1,656,138	135,786	1,289,904	1,350,115	(90,211)	78
405-000-360.02-000-000 METERED SALES GAS	1,625,934	98,177	1,686,039	1,354,945	333,094	104
405-000-364.00-000-000 SERVICE CONNECTION CHARGES	2,000	200	975	1,687	(692)	49
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,637	121,923	120,833	1,090	84
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,022	793,434	762,500	30,934	87
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	9,392	0	9,392	0
Total Revenues	4,437,572	338,179	4,591,774	3,697,976	893,798	103
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	125,000	10,417	400,000	104,167	(295,833)	320
Total Intrafund Transfers Expenses	125,000	10,417	400,000	104,167	(295,833)	320
Utility Administration Expenses						
PERSONNEL	527,586	44,262	457,012	439,656	(17,356)	87
SUPPLIES	30,000	180	25,429	25,000	(429)	85
OUTSIDE SERVICES	220,250	2,148	197,349	183,541	(13,808)	90
CAPITAL OUTLAY	0	0	71,867	0	(71,867)	0
Total Utility Administration Expenses	777,836	46,590	751,657	648,197	(103,460)	97
Director of Public Works Expenses						
PERSONNEL	157,841	12,286	123,852	131,535	7,683	78
SUPPLIES	9,945	(137)	8,960	8,289	(671)	90
OUTSIDE SERVICES	76,893	2,324	68,601	64,079	(4,522)	89
CAPITAL OUTLAY	0	283	10,476	0	(10,476)	0
Total Director of Public Works Expenses	244,679	14,756	211,889	203,903	(7,986)	87
Water Regulations Expenses						
PERSONNEL	37,417	3,230	32,799	31,180	(1,619)	88
SUPPLIES	18,278	0	16,184	15,232	(952)	89
OUTSIDE SERVICES	6,048	251	3,354	5,040	1,686	55
Total Water Regulations Expenses	61,743	3,481	52,337	51,452	(885)	85
Well and Pump Maintenance Expenses						
SUPPLIES	33,308	3,651	12,507	27,757	15,250	38
OUTSIDE SERVICES	66,197	5,522	58,560	55,165	(3,355)	88

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 7/31/2013**

Run: 7/31/2013 at 10:16 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Well and Pump Maintenance Expenses						
Sewer CAPITAL OUTLAY	99,505	9,173	71,067	82,922	11,855	71
Total Sewer Construction Expenses	0	0	509,044	0	(509,044)	0
Utility Construction Expenses						
PERSONNEL	131,790	11,587	115,892	109,827	(5,065)	88
SUPPLIES	37,041	8	19,542	30,868	11,326	53
OUTSIDE SERVICES	33,434	542	19,841	27,862	8,021	59
Total Utility Construction Expenses	202,265	12,137	155,275	168,557	13,282	77
Water Operations Expenses						
PERSONNEL	312,427	22,264	217,630	260,357	42,727	70
SUPPLIES	100,915	7,607	103,322	84,096	(19,226)	102
OUTSIDE SERVICES	17,818	5,860	23,668	14,849	(8,803)	133
CAPITAL OUTLAY	133,177	0	129,215	110,981	(18,234)	97
Total Water Operations Expenses	564,337	35,931	473,825	470,263	(3,542)	84
Gas Operations Expenses						
PERSONNEL	229,874	18,555	178,230	191,563	13,333	78
SUPPLIES	826,146	64,839	860,874	688,457	(172,417)	104
OUTSIDE SERVICES	83,336	21,015	65,205	69,447	4,242	78
CAPITAL OUTLAY	0	0	93,900	0	(93,900)	0
Total Gas Operations Expenses	1,139,356	104,509	1,198,209	949,467	(248,742)	105
Garbage Expenses						
GARBAGE EXPENSES	810,000	73,513	721,238	675,000	(46,238)	89
Total Garbage Expenses	810,000	73,513	721,238	675,000	(46,238)	89
Loan Interest Expenses						
INTEREST EXPENSE	0	4,656	53,864	0	(53,864)	0
Total Loan Interest Expenses	0	4,656	53,864	0	(53,864)	0
Total Expenditures	4,024,721	315,163	4,598,425	3,353,948	(1,244,477)	114
Excess Revenue Over (Under) Expenditures	412,851	23,016	(6,651)	344,028	2,138,275	(2)

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the docket for August 6, 2013 in the amount of \$497,998.36

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Mayor Ed Pinero

The motion was declared carried.

MOTION TO PROCLAIM AUGUST 6, 2013 AS JOHN WILSON JR. DAY

Motion was made by Council Member Breland, seconded by Council Member Gouguet to proclaim August 6, 2013 as John W Wilson, Jr. Day and present him with a Key to the City in honor of his 100th birthday.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TAKE UNDER ADVISEMENT THE DONATION OF PARKING AREA AND ALLEY FROM BANKPLUS

Motion was made by Council Member Gouguet, seconded by Council Member Valente to take under advisement the donation of the parking area and alley from BankPlus.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME CITY MANAGER JIM LUKE GAVE A BRIEF REPORT TO THE COUNCIL CONCERNING THE FORCED REMOVAL OF THE TREE IN THE ALLEY BEHIND 115 N STEEL AVENUE. HE SPOKE OF THE CITY'S LIABILITY OF NOT REMOVING THE TREE AND THEREFORE DETERMINED THAT THE PUBLIC WORKS DEPARTMENT WILL REMOVE THE TREE WITHIN THE NEXT TEN DAYS

APPROVE SCHEDULE OF TERMS FOR COUNCIL TO SERVE AS MAYOR PRO TEMP

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the schedule of terms for Council to serve as Mayor Pro Temp.

July 1, 2013-April 15, 2014	Valente
April 16, 2014-January 31, 2015	Bumpers
February 1, 2015-November 15, 2015	Stevens
November 16, 2015-August 31, 2016	Breland
September 1, 216-June 30, 2017	Gouguet

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT CERTIFICATE OF ATTENDANCE FROM COURT CLERK SEMINAR

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept Certificate of Attendance for Lisa Albritton for attending the Mississippi Municipal Court Clerk's Association Summer Seminar.



The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE THE KONE CARE PLUS AGREEMENT FOR VERTICAL TRANSPORTATION

Motion was made by Council Member Gougnet, seconded by Council Member Bumpers to approve the Kone Care Plus Agreement for Vertical Transportation and authorize Mayor to sign said agreement.



Purchaser ("Purchaser"):
 City of Picayune MS
 815 north beech st
 Picayune, Mississippi 39466

Service Location ("Premises"):
 City of Picayune MS-
 815 north beech st
 Picayune, Mississippi 39466

KONE Inc. ("KONE")
 New Orleans
 520 Elmwood Park Boulevard
 Jefferson, LA 70123

**KONE Care™ Plus Agreement for Vertical Transportation
 ("Agreement")**

City of Picayune MS

Ed Pintero
 (Signature of Authorized Representative)

ED PINERO
 (Print Name)

MAYOR
 Title

8/6/13
 Date

Respectfully submitted,

Reese Finch
 KONE Inc.

 (Approved by) Authorized Representative

 Title

 Date

EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
KONE			1								

TENDER DATE: 07/15/2013

EFFECTIVE DATE: 04/01/2014

PRICE

\$225.00 per month payable by Purchaser annually in advance (\$2,700.00 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date stated above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 229.50 per month	
Quarterly in advance payment	3% Increase	\$ 231.75 per month	
Monthly in advance payment	4% increase	\$ 234.00 per month	

SCOPE OF SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition,

City of Picayune MS-
 Rev. 8 2/1/11

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 T-0000411047

CONFIDENTIAL
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unless specifically excluded below, KONE will repair or replace the components listed below if the repair or replacement is, in KONE's sole judgment, necessitated by normal wear and tear. Unless specifically included elsewhere in this Agreement or unless Purchaser has separately contracted with KONE for the work, all other work related to the equipment is Purchaser's responsibility.

TRACTION ELEVATORS

RELAY LOGIC CONTROL SYSTEM

All control system components.

MICROPROCESSOR CONTROL SYSTEM

All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.

GEARED/GEARLESS MACHINES

All geared and gearless machine components.

WIRING

All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.

CAR EQUIPMENT

All elevator control system components on the car.

HOISTWAY AND PIT EQUIPMENT

All elevator control equipment, car and counterweight buffers, overspeed governors, governor tension sheave assemblies, and car and counterweight safeties.

RAILS AND GUIDES

Guide rails, guide shoe gibs, and rollers.

ROPES

Hoist ropes, governor ropes, and compensation ropes.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.

MANUAL FREIGHT DOOR EQUIPMENT

Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.

POWER FREIGHT DOOR EQUIPMENT

Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

HOURS OF SERVICE

All services described above will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

SERVICE REQUESTS (CALLBACKS)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade. Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

If Purchaser requests service on overtime, Purchaser will be charged only for the difference between KONE's hourly billing rate and KONE's hourly overtime billing rate for each overtime hour.

REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

EXCLUSIONS

The following are excluded from the scope of services.

GENERAL

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive



code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date; removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's direct control.

KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.

OBSOLESCENCE

A component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components will also be at the Purchaser's expense.

Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, or the OEM designates the component as obsolete. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. The component that replaces the obsolete components is covered under this Agreement.

ELEVATOR

Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; telephones or communication devices; phone lines; music systems; media displays; card-readers or

other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary contained in this Agreement, if in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii)



provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

THIRD PARTY SERVICES

All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.

If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.

If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will re-imburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams and (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERM AND TERMINATION

This Agreement will commence on the effective date and continue for an initial period of THREE (3) years. This Agreement will thereafter automatically renew for successive terms of THREE (3) years. Either party may terminate this Agreement at the end of the initial THREE (3) year term or at the end of any subsequent THREE (3) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.

If a party materially breaches the Agreement, the other party may provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party. If KONE notifies Purchaser of a material breach pursuant to this paragraph, KONE may temporarily suspend services under this Agreement during the specified cure period.

CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a third party, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the third party. Purchaser will promptly provide KONE with a copy of such assignment.

PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without



limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under any and all contracts with the Purchaser until all invoices are current or Purchaser cures the breach.

Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser.

If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the period of non-payment.

Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

INDEMNIFICATION

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written

notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the initial term of the Agreement.

In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

KONE will provide Purchaser with a copy of its standard certificate of insurance.

Any waiver of claims, damages, or other rights, whether such rights arise under the Agreement or by law or in equity, purported to be made by KONE in the Agreement is null and void and will not be considered in interpreting the Agreement.

U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

FORCE MAJEURE

A party is not liable for failure to perform its obligations under the Agreement if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), civil war, civil



strife, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, or lockout, epidemic or pandemic, or interruption or failure of electricity or telephone service. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

PROPERTY RIGHTS

KONE will provide Purchaser with any of its information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains its sole property. If KONE's contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.

KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING/PARTNERSHIP AGREEMENT BY AND BETWEEN PEARL RIVER VALLEY OPPORTUNITY, INC. AND CITY OF PICAYUNE

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Memorandum of Understanding/Partnership Agreement by and between Pearl River Valley Opportunity, Inc. and City of Picayune.



Pearl River Valley Opportunity, Inc.

Post Office Box 188 / 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Voice: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org

Helmon Johnson
Executive Director

John E. Hales
Head Start Director

**Memorandum of Understanding /Agreement with Energy Vendors
LIHEAP Fiscal Year 2014**

Pearl River Valley Opportunity, Inc. (PRVO) is dedicated to providing efficient and timely payments to energy vendors on behalf of our clients, and we appreciate the coordination efforts and informal agreements shared between PRVO and all of its energy vendors. We propose to enter into a memorandum of understanding with **Picayune Utility Department** to provide the following:

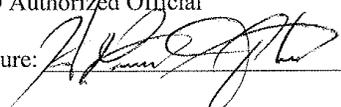
1. PRVO will provide direct cash assistance if funds are available, consumer education, and energy counseling to low-income households to offset the high cost of energy.
2. PRVO will enter client services into Virtual ROMA. Information will include amount of financial energy assistance provided for each client and account numbers.
3. PRVO will submit payments to energy vendors within 30 days.

As part of this agreement, **Picayune Utility Department** agrees to the following:

1. Utilize Virtual ROMA or PRVO staff to determine the client names and amount of financial assistance allocated to clients.
2. Note and/or credit clients' accounts with the amount of cash assistance pledged by PRVO in order to prevent interruption in energy services.
3. Waive reconnecting fee if service is disconnected.

This agreement between the two parties is entered into on **July 2013**.

Helmon Johnson, Executive Director
PRVO Authorized Official

Signature:  Date: 

Printed Name and Title of Vendor Authorized Official

Signature

Date

Address

City, State, and Zip Code

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE THE SEWER BILLING AND COLLECTION SERVICES AND AUTOMATED READER COOPERATIVE AGREEMENT BETWEEN PRCUA AND CITY OF PICAYUNE

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Sewer Billing and Collection Services and Automated Reader Cooperative between PRCUA and City of Picayune and authorize Mayor to sign the same.

**SEWER BILLING AND COLLECTION SERVICES COOPERATIVE AGREEMENT AND
AUTOMATIC METER READER COOPERATIVE AGREEMENT
BETWEEN PEARL RIVER COUNTY UTILITY AUTHORITY
AND CITY OF PICAYUNE, MISSISSIPPI**

THIS AGREEMENT is made and entered into effective as of the 1st day of July, 2013, by and between the **PEARL RIVER COUNTY UTILITY AUTHORITY** (the "Authority") and the **CITY OF PICAYUNE, MISSISSIPPI** (the "City").

WHEREAS, the Authority owns, operates and maintains the sewer collection and treatment system within the City, and pursuant to a Sewer Billing and Collection Services Cooperative Agreement dated April 5, 2011, the City provides sewer billing and collection services to the Authority; and

WHEREAS, the Authority and the City both have vested interests in the reliability, integrity and accuracy of the City's water meters and the speed with which they are read since the consumption of water is the basis for both water and sewer billing and collection; and

WHEREAS, the City has purchased and installed an Automatic Meter Reader System (AMR) to replace all old meters for increased reliability, integrity and accuracy and to end the manual reading of meters for the City's water delivery system, and the City and Authority have heretofore discussed the advantages of the purchase and installation of such AMR System to the Authority's billing for sewer services within the City, and further discussed financial payments to the City for the cost of such system; and

WHEREAS, the City has entered into a Capital Improvements Revolving Loan (CAP Loan) with the State which provided the funding for the purchase and installation of the AMR System, said CAP Loan being in the amount of \$1,300,000 repayable in 240 monthly payments at 2% interest commencing April 1, 2012 (Loan #11-297-CP-01, Modification #1, GMS #670); and

WHEREAS, Section 49-17-743 of the Mississippi Code of 1972, as amended, grants unto the Authority the power to enter into contracts in furtherance of the purposes of the Mississippi Gulf Coast Region Utility Act, and the Authority and City both find that a cooperative effort in billing and in the purchase and operation of an AMR System would be beneficial and in the best interest of both entities.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties herein as follows, to-wit:

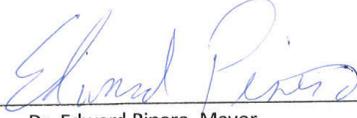
1. The City agrees to provide for the billing and collection of sewer rates, fees, charges and other assessments (collectively "sewer services") on customers, existing or new, within its billing service area for the City's water services, and as such area may be hereafter expanded by the City, based upon the sewer rate, fees, charges and assessments established by the Authority, or as amended from time to time, for a period of ten (10) years commencing July 1, 2013. Either party may terminate this agreement upon 90 days of written notice to the other.
2. The billing for sewer services shall be included upon the City's regular monthly water bills to customers receiving the City's water services and the Authority's sewer services, and collection thereof shall be done by the City upon such schedule and in such manner as provided by the City's Ordinances, Policies, and Rules and Regulations. Changes in sewer rates, fees, charges and assessments shall be made in writing by the Authority to the City.

REGULAR MEETING AUGUST 6, 2013

3. In the event of non-payment of water and/or sewer bill by a utility customer for such length of time as to constitute a delinquent bill, the City agrees to immediately move forward with collection efforts, including, but not limited to, notification to customers, conducting any due process hearing, and disconnection of utility services, including water.
4. The City shall keep and maintain accurate, detailed books and accounting records for all sewer service fees and charges it bills to and collects from all City water customers on a monthly basis. Reports needed by PRCUA on a monthly basis which will be maintained and furnished by the City include an Account Billing Report, an Account Collection Report, a Vacancy Report on multi-units/single meter accounts, an Account Aging Report, and any reports that reflect account write-offs or adjustments, returned checks (NSF, Closed Account or Stop-Payment), partial payments and other reports that may be needed or useful for review and reconciliation. The monthly reports shall be sent to the Authority by the 10th of each month. In addition to sending the monthly reports, the City will maintain the records as specified above and will make them available for the Utility Authority's review, by its auditors, during normal working hours and after reasonable notice given. The City shall remit to the Authority the fees and charges as collected and such payments will be made within seven (7) calendar days of the closing of the prior month.
5. The City shall secure a fiduciary bond, as outlined by state law, to cover the actions of all City employees with access to, or who may handle, the funds received from the customers pursuant to this Agreement, and the Authority shall be included as an additional insured on any insurance policy secured by the City covering loss or theft of funds.
6. The Authority agrees to reimburse the City the actual cost it may incur for computer reprogramming necessary due to changes in computations for sewer fees and charges included on the regular monthly water bill. The City shall provide proof of the actual cost and the Authority shall remit within thirty (30) days following receipt of such proof.
7. The Authority shall pay unto the City each month commencing July 1, 2013, the sum of \$1.00 per active water meter account with sewer service. Multi-Units on a single meter shall be counted as one water meter account. So long as this Agreement is not terminated and remains in effect, the monthly payments by the Authority to the City shall continue until the Authority pays the total sum of \$500,000.00 under this Agreement. Upon the payment of the sum of \$500,000.00, the City agrees to continue the billing and collection services as provided under this Agreement for the remainder of its term without further payments by the Authority. During the term of this Agreement, the City shall report monthly the number of currently active water meters with sewer service in order that the Authority may accurately compute its monthly payment obligation, which shall be invoiced by the City by the 10th of each month and paid by the end of each month. The initial invoice shall be provided by July 10 and payment thereof shall be by the end of the month.
8. The continuation of payments to the City by the Authority as herein provided is expressly contingent and conditioned upon the continuation of the sewer billing and collection services by the City under this Agreement, or as it may be hereafter amended by mutual agreement of the parties. Early termination of this Agreement as provided in item 1 above shall release both parties from all obligations herein provided.

IN WITNESS WHEREOF, the parties to this Agreement, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed effective as of the 1st day of July, 2013.

CITY OF PICAYUNE, MISSISSIPPI

By: 
Dr. Edward Pinero, Mayor

Attest: 
City Clerk

PEARL RIVER COUNTY UTILITY AUTHORITY

By: 
Tommy Breland, President

Attest: 
Executive Director and Secretary

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACKNOWLEDGE RECEIPT OF OATH OF OFFICES IN MUNICIPAL COURT

Motion was made by Council Member Valente, seconded by Council Member Gouquet to acknowledge receipt of the following Oath of Offices in Municipal Court..

OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, COURTNEY BOODWIN, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Courtney Boodwin

Sworn to and subscribed before me, this 2nd day of May, 2013 me

G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, BRITTANY HEARN, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Brittany Hearn

Sworn to and subscribed before me, this 2nd day of May, 2013 me

G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Eric Smith, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Eric Smith

Sworn to and subscribed before me, this 2nd day of May 2012

G. Gerald Cruthird
G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

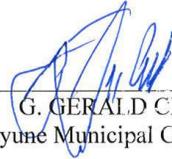
THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Stephanie Sheets, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Stephanie Sheets

Sworn to and subscribed before me, this 6th day of June, 2013. me



G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

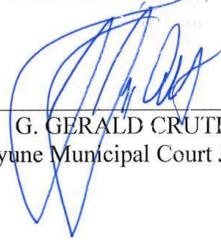
THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Thomas Nesgood, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Thomas Nesgood D.C.

Sworn to and subscribed before me, this 6th day of June, 2013.



G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Lisa Albritton, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court ~~Deputy~~ Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.



Sworn to and subscribed before me, this 3rd day of July, 2013.



G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Charles H. Espar, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.



Sworn to and subscribed before me, this 3rd day of JULY, 2013.



G. GERALD CRUTHIRD
Picayune Municipal Court Judge

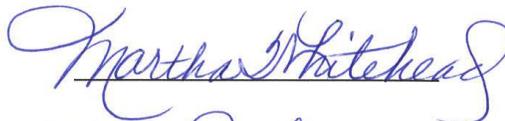
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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Martha Whitehead do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.



Sworn to and subscribed before me, this 08th day of July, 2013.



G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Sonua Pipkins, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Sonua Pipkins

Sworn to and subscribed before me, this 8th day of July, 2013.

G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Brenda Wedge, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Brenda Wedge

Sworn to and subscribed before me, this 8th day of July, 2013.

G. Gerald Cruthird

G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE RECREATION BUDGET AMENDMENT #1

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Recreation Budget Amendment #1.

CITY OF PICAYUNE
ADOPTED ECONOMIC DEVELOPMENT FUND BUDGET
FY 2013 - RECREATION/TOURISM

	ADOPTED FY 2013 RECREATION FUND	BUDGET AMEND #1 FY 2013 RECREATION FUND	
RECEIPTS:			
INTERGOVERNMENTAL REVENUES	467,505	440,000	Decline in sales tax
LOWER PEARL RIVER VALLEY GRANT		60,960	Grant awarded 2013
LEASES/RENT	0	0	
INTEREST EARNED	400	400	
MISCELLANEOUS	3,600	3,625	Increase in building rental fees/decrease in tournament fees
TRANSFERS	0	0	
TOTAL REVENUES	471,505	504,985	
BEGINNING CASH	291,527	291,527	
TOTAL FROM ALL SOURCES	\$ 763,032	796,512	
EXPENDITURES:			
PERSONNEL	\$ 131,613	131,613	
SUPPLIES	26,900	26,900	
OTHER SERVICES & CHARGES	84,000	120,700	Friendship Park-water cooler, a/c & lights
CAPITAL OUTLAY	0	81,855	JP Johnson, East Side & Daniels Street Parks
TOTALS	242,513	361,068	
COST OF LIVING RAISES	\$ 0	0	
DEBT PAYMENTS	0	0	
AID TO OTHER GOVERNMENTS	0	0	
TRANSFERS TO OTHER FUNDS	265,755	265,755	
OTHER	0	0	
TOTAL EXPENDITURES	508,268	628,823	
ENDING CASH BALANCE	254,764	169,689	
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 763,032	796,512	
REVENUES OVER (UNDER) EXPENDITURES	(36,763)	(121,838)	

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT THE EVALUATION COMMITTEE'S RECOMMENDATION OF AWARD BASED ON THE PROPOSALS SUBMITTED FOR SOLID WASTE SERVICES

Motion was made by Council Member Breland, seconded by Council Member Valente to accept the evaluation committee's recommendation of award based on the proposals submitted for solid waste services. The highest scoring company is Progressive Waste Solutions. The contract will be finalized and presented at the next meeting for approval.



**Request for Proposal
Solid Waste Services**

Evaluation Ranking Tabulation

NAME OF PROPONENT	RANKING SCORES			TOTAL SCORE
	AMBER	HARVEY	DIANE	
PROGRESSIVE WASTE SOLUTIONS	99	99	98	296
WASTE PRO OF MS, INC.	88	88	88	264
WASTE MANAGEMENT OF MISSISSIPPI, INC.	70	93	92	255
PEARL SANITATION	70	80	80	230

Selection Committee Members: Amber Hinton
Harvey Miller
Diane Miller

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT \$70,000 FROM MISSISSIPPI DEVELOPMENT AUTHORITY

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept the use of up to \$70,000.00 from Mississippi Development Authority toward funding parking improvements in Picayune and authorize Mayor to sign all related documents.



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

July 8, 2013

Honorable Ed Pinero
Mayor
City of Picayune
815 N. Beech Street
Picayune, MS 39466

Dear Mayor Pinero:

This grant agreement is a supplement to the notice of award I sent you dated June 25, 2013. The Mississippi Development Authority (MDA) supports your commitment to improve the quality of life in your community and, therefore, is granting \$70,000 toward funding parking improvements in the City of Picayune (City). This award is from non-federal sources and is payable upon receipt of your acceptance of the terms of this agreement.

Any changes to the authorized use of these funds must be approved by MDA prior to implementation. The City is to maintain accurate financial records on the receipt and use of these funds, and be prepared for an inspection by the MDA, the Office of the State Auditor or other authorized agencies for a period of not less than three years. Documentation to be kept for the specified period of time includes invoices, receipts, canceled checks, ledgers, and any other similar accounting records. The MDA requires a final report be submitted no later than June 30, 2014. The report shall contain an accounting of grant funds and address the economic benefits provided to the citizens of Mississippi.

Please indicate your acceptance of these terms by returning this original letter signed and dated below. You may contact Brian Daniel at 601-359-3301 for administrative questions.

Sincerely,

Kathy Gelston
Chief Financial Officer

C Brian Daniel

Accepted this the _____ day of _____, 2013.

Ed Pinero, Mayor
City of Picayune

POST OFFICE BOX 849 • JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 • FAX (601) 359-2832 • www.mississippi.org

The following roll call was made:

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

VOTING NAY: Mayor Ed Pinero

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT GRANT FROM MS OFFICE OF HIGHWAY SAFETY FOR 2014 OCCUPATION PROTECTION GRANT

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept \$5,000.00 grant funding from MS Office of Highway Safety for 2014 Occupation Protection Grant and authorize Mayor to sign all related documents.

SUBGRANT SIGNATURE SHEET
MS Office of Highway Safety
 1025 Northpark Drive
 Ridgeland, MS 39157
 Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name, Address and Phone No. Picayune Police Department 328 South Main Street Picayune, MS 39466 Program Title: Occupant Protection TEL: 601-798-4682 FAX: 601-798-7412 E-Mail: egoss@picayune.ms.us		2. Effective Date: 10/1/2013 3. Subgrant Number: 14-OP-229-1 4. Grant Identifier (Funding Source & Year): 402 -- Occupant Protection 2014 5. Beginning and Ending Dates: 10/1/2013-9/30/2014 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method	
7. CFDA # - 20.600		8. DUNS # - 92683457	
9. Congressional District - 4			
10. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
C. RATIO%			
(1) Personal Services	\$5,000.00	(1) Federal	\$5,000.00
(2) Training		(2) State	
(3) Supplies		(3) Local	
(4) Equipment		(4) Other	
(5) Other		(5)	
TOTAL	\$5,000.00	TOTAL	\$5,000.00
11. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Budget Summary; Cost Detail Support Sheet and Tasks by Quarter; required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.			
12. Approved for Grantee:		13. Approved for Subgrantee:	
Signature _____ Date _____ Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety	Signature _____ Date _____ Name: Title:		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT GRANT FUNDING FROM MS OFFICE OF HIGHWAY SAFETY FOR 2014 IMPAIRED DRIVING COUNTERMEASURES GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept \$26,386.83 in grant funding from MS Office of Highway Safety for 2014 Impaired Driving Countermeasures Grant (DUI) and authorize Mayor to sign all related documents.

SUBGRANT SIGNATURE SHEET
MS Office of Highway Safety
 1025 Northpark Drive
 Ridgeland, MS 39157
 Phone: (601) 977-3700; Fax: (601) 977-3701

1. Subgrantee's Name, Address and Phone No. Picayune Police Department 328 South Main Street Picayune, MS 39466 Project Title: Impaired Driving Countermeasures Telephone: 601-798-4682 FAX: 601-798-7412 E-Mail: cgoss@picayune.ms.us		2. Effective Date: 10/1/2013 3. Subgrant Number: 14ST229-1 4. Grant Identifier (Funding Source & Year): 154 Trans FY14 5. Beginning and Ending Dates: 10/1/2013-9/30/2014 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method		
7. CFDA # - 20.607		8. DUNS # - 92683457		9. Congressional District - 4
10. The following funds are obligated:				
A. COST CATEGORY		B. SOURCE OF FUNDS		C. RATIO%
(1) Personal Services	\$24,673.83	(1) Federal	\$26,386.83	100%
(2) Travel	\$1,713.00	(2) State		
(3) Supplies		(3) Local		
(4) Equipment		(4) Other		
(5) Other		(5)		
TOTAL	\$26,386.83	TOTAL	\$26,386.83	100%
11. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Budget Summary; Cost Detail Support Sheet and Tasks by Quarter; required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.				
12. Approved for Grantee:		13. Approved for Subgrantee:		
Signature	Date	Signature	Date	
Name: Shirley Thomas Title: Office Director/MS Governor's Representative Department of Public Safety, Division of Public Safety Planning, MS Office of Highway Safety		Name: Title:		

The following roll call was made:

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

VOTING NAY: Mayor Ed Pinero

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SET FEES FOR THE PURPOSE OF CODE ENFORCEMENT TO CHARGE AGAINST TAX ROLLS FOR CONDEMNED PROPERTY

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to set fees for the purpose of Code Enforcement to charge against tax rolls for condemned properties as follows: Administration cost at \$400.00 and actual cost of clean-up as allowed by FEMA's Schedule for Equipment, Fuel, Labor and Dump fees. There will be no penalty added to the lien. As FEMA's schedule of allowable charges change in the future, we will follow those changes.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER LARRY BRELAND RECUSED HIMSELF

MOTION TO APPROVE REQUEST LARRY E BRELAND AND BRENDA L BRELAND FOR A HOME OCCUPATION LICENSE AT 506 ROSA STREET

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve request from Larry E Breland and Brenda L Breland for a Home Occupation License at 506 Rosa Street for the purpose of office space for their rental business.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

*AT THIS TIME COUNCIL MEMBER BRELAND RETURNED TO THE MEETING
AT THIS TIME COUNCIL MEMBER GOUGUET RECUSED HIMSELF*

MOTION TO APPROVE REQUEST FROM HAROLD RICHARDSON JR TO RE-SUBDIVIDE ONE PARCEL INTO TWO PARCELS AT 201 WEST CANAL ST

Motion was made by Council Member Bumpers, seconded by Council Member Breland to approve request from Harold Richardson Jr. to re-subdivide one parcel into two parcels located at 201 West Canal Street which is zoned C-2.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouquet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER GOUQUET RETURNED TO THE MEETING

MOTION TO APPROVE REQUEST FROM PONCHARTRAIN REALTY, LLC AND PEARL RIVER, LLC TO WAIVE PENALTY ONLY FOR THE CLEAN UP PROPERTY LIENS

Motion was made by Council Member Breland, seconded by Council Member Gouquet to approve request from Ponchartrain Realty, LLC and Pearl River LLC, to waive penalty only for the following described properties for liens filed by the City on property clean-up: PPIN's 26127, 25905, 22023, 26857, 24705, 22929 and 24452.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SET A DATE OF SEPTEMBER 3, 2013 FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP AT THE FOLLOWING PROPERTIES

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

- | | | |
|-----|------------------|---------------------------|
| 1. | 403 Davis St. | parcel # 6175150030101101 |
| 2. | 313 Jarrell St.. | parcel # 6175150040901000 |
| 3. | 802 Jarrell St. | parcel # 6175150030402901 |
| 4. | 2107 Cousin St. | parcel # 6172090040200100 |
| 5. | Cousin St. | parcel # 6172090040103400 |
| 6. | Cousin St. | parcel # 6172090040104200 |
| 7. | 2103 Morris St. | parcel # 6172090040103000 |
| 8. | 2004 Morris St. | parcel # 6172090040100200 |
| 9. | 2123 Morris St. | parcel # 6172090040102800 |
| 10. | Morris St. | parcel # 6172090040102600 |
| 11. | 2109 Trotter St. | parcel # 6172090040203800 |
| 12. | 2320 Walker St. | parcel # 6172090040205000 |
| 13. | 801 Laird St. | parcel # 6171110010300900 |

- | | | |
|-----|---------------------|---------------------------|
| 14. | 305 S. Blanks Ave. | parcel # 6176140040201500 |
| 15. | Morris St. | parcel # 6172090040102900 |
| 16. | 307 Acorn Lane | parcel # 6171020000007000 |
| 17. | 33 Easy Street | parcel # 6176240010100700 |
| 18. | Easy Street | parcel # 6176240010100600 |
| 19. | 708 Bennett St. | parcel # 6172090040301700 |
| 20. | 1101 East Canal St. | parcel # 6176140010705700 |
| 21. | 207 S Boley Dr. | parcel # 6171110030201700 |

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE PUBLIC HEARING FOR 620 WILLIAMS AVE

Motion was made by Council Member Stevens, seconded by Council Member Valente to table the public hearing for property clean up at 620 Williams Ave parcel 6175150010302100 until the next meeting on August 20, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2139 CRESTWOOD DR A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to declare 2139 Crestwood Dr. parcel 6171120020205300 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE MITCHELL ST. PARCEL 6176140030400501 A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare Mitchell St. parcel 6176140030400501 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE THE CORNER OF HWY 11 AND MITCHELL ST. PARCEL 6176140030400500 A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare the corner of Hwy 11 and Mitchell St. parcel 6176140030400500 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE THE CORNER OF HICKMAN AVE. AND DIXIE DR. PARCEL 6175210030302400 A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Bumpers to declare the corner of Hickman Ave. and Dixie Dr. parcel 6175210030302400 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 827 S BEECH ST. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 827 S Beech St. parcel 6175220020200900 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 829 S BEECH ST. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 829 S Beech St. parcel 6175220020201000 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 323 EAST THIRD ST. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 323 East Third St. parcel 6176140020505300 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 200 S GRAY AVE. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 200 S Gray Ave. parcel 6176140030202300 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT THE NEW PALESTINE CEMETERY EXPANSION FINAL PLAT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the New Palestine Cemetery Expansion Final Plat.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE MAYOR TO SIGN SECURITY SERVICES AGREEMENT-ADDENDUM #1 FOR 2013-2014 SCHOOL YEAR

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize Mayor to sign Security Services Agreement-Addendum # 1 for 2013-2014 school year.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

AGREEMENT TO PROVIDE SECURITY SERVICES

ADDENDUM #1 – 2013/2014 SCHOOL YEAR

MODIFICATION

THIS AGREEMENT made and entered into upon this the 25 day of
June, A.D., 2013, by and between the CITY OF PICAYUNE and the
PICAYUNE SCHOOL DISTRICT. The 2013/2014 AGREEMENT TO PROVIDE
SECURITY SERVICES is hereby modified to establish the following terms:

1. The Picayune School District is responsible for any damages that may occur related to the use of its K-9.
2. The Picayune School District is responsible for any costs related to equipment, training, handling, and upkeep of the K-9.*

*Any cost must have written prior approval of a Central Office administrator prior to obligation.

Executed in duplicate on the day and date herein mentioned.

THE CITY OF PICAYUNE

By: Ed Pinero
Mayor, City of Picayune

THE PICAYUNE SCHOOL DISTRICT

By: Dean Egan
Superintendent of Education

By: Edward Dukes
President of the Board of Trustees

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE OUT OF STATE TRAVEL FOR DETECTIVES TO ATTEND HAZMAT RESPONSE AWARENESS TRAINING AT TULANE UNIVERSITY ON AUGUST 13, 2013

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize out of state travel for Detectives Rickoll, Toft and Ledet to attend HazMat Response Awareness Training at Tulane University on August 13, 2013. There is no cost for this class.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE MAYOR TO SIGN A MASTER SERVICE AGREEMENT WITH SECURUS TECHNOLOGIES

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize Mayor to sign a Master Service Agreement with Securus Technologies to upgrade the inmate phones currently in use. This will be no cost to the City.



Master Services Agreement

Picayune City Jail (MS)

A301127

This Master Services Agreement (this "Agreement") is by and between Picayune City Jail ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunication system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. **Term.** The obligations of the parties shall be effective as of the Effective Date, but the "Initial Term" shall begin 120 days after the Effective Date (to allow for installation of hardware and/or implementation of network connectivity) and shall end on the date that is 60 months thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days before the end of the then current term, this Agreement shall automatically renew for 3 successive periods of 36 months each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.**

6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us

Master Services Agreement - 1 of 12

Securus Technologies, Inc. - Proprietary & Confidential - Form 11.10

to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. Moreover, you acknowledge that the contents of this contract constitute proprietary trade secrets and represent that you have not disclosed the terms and conditions of this Agreement to anyone outside of your organization save your legal representative. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute, will not disclose such information without Provider's express written consent (except that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, but only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order or statute, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. To the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, or contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or willful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics. The Customer agrees to indemnify the Provider against any and all Claims arising out of or related to instruction Provider receives from the Customer.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the use of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default.

If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD BEFORE THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. No Third-party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration). This Agreement may be

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Securus Technologies, Inc. - Proprietary & Confidential - Form 11.10

REGULAR MEETING AUGUST 6, 2013

executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Picayune City Jail</p> <p>By: </p> <p>Name: <u>ED PINERO</u></p> <p>Title: <u>MAYOR</u></p> <p>Date: <u>8/6/13</u></p> <p><u>Customer's Notice Address:</u> 328 S. Main Street Picayune, MS 39466</p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p> <p>Date: _____</p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel Phone: (972) 277-0300</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Schedule

Picayune City Jail (MS)

A301127

This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Picayune City Jail ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Call Platform: Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain call detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") based on Net Revenues we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Net Revenue" means all charges billed and collected by us relating to collect calls placed from the Facilities, less all local and long distance charges, billing and validation costs, and a reserve for bad debt. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, and promotional programs are excluded from revenue to the Provider. Due to delays in collection of payments for inmate collect revenue, a period average to calculate bad debt will apply. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Commission Percentage	Revenue Base for Calculation of Commission	Commissions Payment Address
Picayune City Jail 328 S. Main Street Picayune, MS 39466	SCP	20%*	Net Revenues	Same

*The designated Commission percentage is contingent upon Customer's implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation.

CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM

DESCRIPTION:

Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"), for a total of licensed users as specified in the attached Customer Statement of Work. Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.

Processor	2 gigahertz (GHz) or higher processor
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Securus Technologies, Inc. - Proprietary & Confidential - Form 11.10

REGULAR MEETING AUGUST 6, 2013

Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quick Time 7 or newer, Windows Media Player, Antivirus, WinZip or other zip utility

*XP Media center edition not supported

SERVICE LEVEL AGREEMENT

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided Openworkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): The "Openworkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the Openworkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an Openworkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATIONS(S).

- Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@securustech.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, before any Technical Support outage.
- Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

Priority 1	30% or more of the functionality of the System is adversely affected by the System Event.
Priority 2	5% - 29% of the functionality of the System is adversely affected by the System Event.
Priority 3	5% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.

- Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods:

Priority 1	2 hours
Priority 2	24 hours
Priority 3	72 hours

- Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary.

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Securus Technologies, Inc. - Proprietary & Confidential - Form 11.10

REGULAR MEETING AUGUST 6, 2013

In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.
6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.
7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.
8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.
9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.
10. **End-User Billing Services and Customer Care.** Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6591, via chat by visiting our website www.securustech.net, by email at CustomerService@Securustech.net, and by facsimile at 972-277-0714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™ Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a credit or debit card for one single call or may elect to setup and / or fund a prepaid AdvanceConnect account. Provider will compensate the Customer at a rate of one and 60/100 dollars (\$1.60) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™ Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party's mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents (\$0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

VOICE MESSAGING

DESCRIPTION:

The Voice Messaging application provides a secure, password protected, 2-way communication vehicle for inmates and

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Securus Technologies, Inc. - Proprietary & Confidential - Form 11.10

REGULAR MEETING AUGUST 6, 2013

Friends and Family members with which they can leave voice messages. The messaging service can be terminated at will for particular inmates. No additional equipment is provided with this application.

COMPENSATION:

When we begin charging for this Application, a \$.75 transaction fee plus applicable taxes will be charged to the end-user for each message delivered. The Customer will receive \$.25 for each transaction fee collected by Provider. All Messaging payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the signing bonus has been paid to you.

PREPAID CALLING CARDS

DESCRIPTION:

Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per call surcharge fee. If you authorize us, we will deal with your third-party commissary operator ("Commissary Operator") for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:

The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay invoice within thirty (30) days, including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.

COMPENSATION:

The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable within thirty (30) days after the invoice date. After such thirty (30) day period, then we reserve the right to charge interest on the overdue amount at the lower of (a) fifteen percent (15%) per annum or (b) the maximum rate allowed by law and to deduct the invoice price of the Cards plus any accrued interest from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due within thirty (30) days after the date of the invoice. All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Discount Percentage
Picayune City Jail 328 S. Main Street Picayune, MS 39466	20%

THREADS™

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other corrections facilities within the community and data imported by other community members.

Customer's use of THREADS™ is governed by and conditioned upon execution of the THREADS™ Use Agreement attached hereto as Exhibit B. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in the Agreement. In the event of a conflict between the Agreement and the terms of the THREADS™ Use Agreement, however, the THREADS™ Use Agreement shall prevail.

REGULAR MEETING AUGUST 6, 2013

COMPENSATION:

A non-commissionable license fee of \$0.10 will be added to the "per call charge" calling rates in compliance with state and federal regulatory requirements for all intrastate, interstate and international calls and will not be billed separately.

OPTIONAL COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

CALLING RATES

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if applicable, will vary by country.

Exhibit A: Customer Statement of Work

Picayune City Jail (MS)

A301127

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Picayune City Jail ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components and storage for 180 days. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Picayune City Jail</p> <p>By: <u></u></p> <p>Name: <u>ED PINERO</u></p> <p>Title: <u>MAYOR</u></p>	<p><u>PROVIDER:</u> Securus Technologies, Inc.</p> <p>By: _____</p> <p>Name: Robert Pickens</p> <p>Title: Chief Operating Officer</p>
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Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300

Exhibit B: THREADS™ USE AGREEMENT

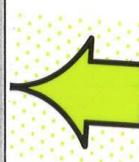
This THREADS™ Use Agreement is by and between Picayune City Jail ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The obligations set forth herein are in addition to and not in lieu of the terms and conditions of the Agreement, which are incorporated herein by reference. This THREADS™ Use Agreement shall be effective as of the last date signed by either party and shall be coterminous with the Agreement.

1. **COMPLIANCE WITH APPLICABLE LAWS.** Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.
2. **SECURITY.** Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.
3. **PERFORMANCE.** Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.
4. **WARRANTIES/LIMITATION OF LIABILITY.** Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS™ application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.
5. **INDEMNIFICATION.** Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

CUSTOMER: Piscayune City Jail By: <u><i>Ed Pinero</i></u> Name: <u>ED PINERO</u> Title: <u>MAYOR</u> Date: <u>8/6/13</u>	PROVIDER: Securus Technologies, Inc. By: _____ Name: Robert Pickens Title: Chief Operating Officer Date: _____
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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE SURPLUS OF VEHICLES TO SEND TO TURNING POINT AUCTION

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize surplus of attached list of vehicles and send to Turning Point Auction with proceeds going to the Special Police Drug Fund.

CITY OF PICAYUNE

**POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): JA4LS31H3XP041912

DESCRIPTION: 1999 MITSUBISHI MONTERO

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

- DISCARD, JUNK
- SELL AS SCRAP
- SELL/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS A DRUG SEIZURE AND WAS FORFEITED TO THE POLICE DEPARTMENT THROUGH THE CIRCUIT COURT. IT WOULD BE BEST UTILIZED SENT TO AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

REQUEST:

APPROVED DISAPPROVED

Morgan Kelly Frue
SIGNATURE OF BUREAU COMMANDER

08/01/13
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

08-01-13
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT:

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF CITY MANAGER

08/01/13
DATE OF SIGNATURE

123

CITY OF PICAYUNE

**POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2FAFP71W45X148345/ UNIT #308

DESCRIPTION: 2005 POLICE FORD CROWN VICTORIA

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

- DISCARD, JUNK
- SELL AS SCRAP
- SELL/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

REASON FOR SURPLUS OF PROPERTY: VEHICLE HAS BEEN DAMAGED BEYOND REPAIR IN AN ACCIDENT. IT WOULD BE BETTER UTILIZED TO BE SOLD AT AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

REQUEST:

APPROVED DISAPPROVED

Major Kelly Fure
SIGNATURE OF BUREAU COMMANDER

08/01/13
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

08-01-13
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF CITY MANAGER

8-1-13
DATE OF SIGNATURE 124

CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2FAFP71W81X163893/ UNIT #263

DESCRIPTION: 2001 POLICE FORD CROWN VICTORIA

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. CITY BARN

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

- DISCARD, JUNK
- SELL AS SCRAP
- SELL/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS NO LONGER COST EFFICIENT TO OPERATE DUE TO MAINTENANCE COSTS. IT WOULD BE BETTER UTILIZED BY SENDING TO AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

REQUEST:

APPROVED DISAPPROVED

Martin Kelly Jr 08/01/13
SIGNATURE OF BUREAU COMMANDER DATE OF REQUEST

APPROVED DISAPPROVED

[Signature] 08-01-13
SIGNATURE OF DEPARTMENT CHIEF DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

[Signature] 8-1-13
SIGNATURE OF CITY MANAGER DATE OF SIGNATURE

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CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2FALP71W7VX190656/ UNIT #212

DESCRIPTION: 1997 POLICE FORD CROWN VICTORIA

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. CITY BARN

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

- DISCARD, JUNK
- SELL AS SCRAP
- SELL/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS NO LONGER COST EFFICIENT TO OPERATE DUE TO MAINTENANCE COSTS. IT WOULD BE BETTER UTILIZED BY SENDING TO AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

REQUEST:

APPROVED DISAPPROVED

Major Kelly Frie
SIGNATURE OF BUREAU COMMANDER

08/01/13
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

08-01-13
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT:

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF CITY MANAGER

8-1-13
DATE OF SIGNATURE

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CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1C3LC45K88N642880

DESCRIPTION: 2008 CHRYSLER SEABRING

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

- DISCARD, JUNK
- SELL AS SCRAP
- SELL/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS A DRUG SEIZURE AND WAS FORFEITED TO THE POLICE DEPARTMENT THROUGH THE CIRCUIT COURT. IT WOULD BE BEST UTILIZED SENT TO AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

REQUEST:

APPROVED DISAPPROVED

Magie Kelly Lewis 08/01/13
SIGNATURE OF BUREAU COMMANDER DATE OF REQUEST

APPROVED DISAPPROVED

[Signature] 08-01-13
SIGNATURE OF DEPARTMENT CHIEF DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT:

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

[Signature] 8-1-13
SIGNATURE OF CITY MANAGER DATE OF SIGNATURE

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHOIZE OUT OF STATE TRAVEL FOR CHIEF KEITH BROWN TO ATTEND "FIRE RESCUE INTERNATIONAL" IN CHICAGO, IL

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize out of state travel for Chief Keith Brown to attend "Fire Rescue International" in Chicago, IL August 11-17, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE AGREEMENT BETWEEN CITY OF PICAYUNE AND COMNET FOR COMMUNICATIONS EQUIPMENT AND SOFTWARE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve agreement between City of Picayune and COMNET for communications equipment and software for the Emergency Operations Center.



Comsouth Inc.
Hattiesburg, Laurel, McComb, Meridian.
5211 Old Hwy 42 Hattiesburg, MS 39401
601-584-9026. 1-877-584-2-WAY
www.comnetms.mobi

COMNET PRIVATE DIGITAL CLOUD SUBSCRIPTION AGREEMENT

Customer Full Name:	City of Picayune	Tax ID#:		Initial Term:	<input type="checkbox"/> 1 Year	<input type="checkbox"/> 2 Year	<input checked="" type="checkbox"/> 3 Year
Legal Address:	815 N. Beech St.	Tax Exempt	<input type="checkbox"/>	Attach Certificate	<input type="checkbox"/> 4 Year	<input type="checkbox"/> 5 Year	
City, State, Zip:	Picayune, MS 39466	Service Area:	Hattiesburg				
County:	Pearl River	PO#:					
THIS AGREEMENT, entered into by and Between Comsouth Inc. and the CUSTOMER, whose name and address appear above, governs the non exclusive use of COMNET Private Digital Cloud as it may be used in the operation of Customer's radio communications system in accordance with the Terms and Conditions and Schedule of Charges as listed below and on the REVERSE side of this form.				Type of order:			
				<input checked="" type="checkbox"/> New			
				<input type="checkbox"/> Add On			
				<input type="checkbox"/> Lease			
				<input type="checkbox"/> Rental			

Feature	Qty.	Price Per Unit	Per Month	Per Year
Mobile Users (Smart Device and Web)	4	\$14.95	\$59.80	\$717.60
Desktop Users	1	\$29.95	\$29.95	\$359.40
Dispatch Users		\$79.95	\$0.00	\$0.00
Integrate LMR Per Channel	2	\$99.95	\$199.90	\$2,398.80
*Gateway and Installation *Minimum 3 Year Agreement				

Additional Feature	Qty.	Price Per Unit	Per Month	Per Year
Dial-In (VP)		\$19.95	\$0.00	\$0.00
Connect to PBX		\$99.95	\$0.00	\$0.00
Recording (per channel)		\$29.95	\$0.00	\$0.00
Recording Storage (per 10 GB)		\$4.95	\$0.00	\$0.00
System (per channel)		\$59.95	\$0.00	\$0.00

Lease	Qty.	Price Per Unit	Per Month	Per Year
*Lease Pricing based on a minimum of 3 Year Agreement and 10 users-Gateway Included. *Donor Radio not Included				
Mobile Users (Smart Device and Web)		\$29.95	\$0.00	\$0.00
Desktop Users		\$39.95	\$0.00	\$0.00
Dispatch Users		\$99.95	\$0.00	\$0.00

Total Yearly Cost= \$3,475.80
Monthly Subtotal Costs= \$289.65
Tax= \$0.00
Total Monthly Cost= \$289.65

*ADDITIONAL CHARGES FOR TAXES AND FCC FEES WILL BE BILLED BY COMSOUTH INC. AS REQUIRED BY THE GOVERNMENTAL ENTITIES RESPONSIBLE.
 *QUANTITIES SHOWN REPRESENT CONFIGURATION. UNITS MAY BE ADDED OR DELETED BY CUSTOMER AS NEEDED.

CUSTOMERS are billed on a regular basis; all invoices are due immediately upon receipt in the form of a check, money order, Visa, MasterCard or Discover. There will be a \$50.00 dollar returned check fee for any payments returned NSF (non sufficient funds). Customer agrees to provide Comsouth Inc. thirty (30) days written notification of intent to cancel service. Comsouth Inc. agrees to provide a ninety (90) day notification of intent to disconnect service. Any unpaid balances due past thirty (30) days may result in disconnection of service. If the account is disconnected due to non-pay, there will be a \$25.00 dollar reactivation fee charged per radio, as well as any unpaid balance due, before service will be reinstated. The parties hereto represent and agree that the contents and intent of this agreement and all the Terms and Conditions contained in this Agreement. No agreements or understandings shall be binding upon either party unless expressly set forth herein. This agreement is made and becomes valid only when accepted by the Customer, and Comsouth Inc.

Authorized Customer Signature:	<i>Keith A. Brown</i>	Title:	FIRE Chief
Comsouth Representative Signature:	<i>[Signature]</i>	Title and Other:	Sales Representative
Other:		Date:	7/15/13 8-8-13

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPOINT JOE WHEATLEY FOR A FOUR YEAR TERM ON THE PICAYUNE MUNICIPAL AIRPORT COMMISSION

Motion was made by Council Member Breland, seconded by Council Member Gouguet to appoint Joe Wheatley for a four year term on the Picayune Municipal Airport Commission.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Stevens to recess until August 20, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk