

**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, April 1, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Pro Temp Tammy Valente, Council Members Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero was absent.

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

Opening prayer was given by Father John Filken, followed by the Pledge of Allegiance led by Mayor Pro Temp Tammy Valente.

AT THIS TIME CITY MANAGER, JIM LUKE, GAVE AN UPDATE ON THE FULL CANCELLATION OF FEMA SPECIAL COMMUNITY DISASTER LOAN (\$3,235,820 PLUS ACCRUED INTEREST).

FATHER FILKEN, ON BEHALF OF THE PICAYUNE LION'S CLUB, PRESENTED MAYOR AND COUNCIL WITH A CHECK IN THE AMOUNT OF \$4,825 FOR THE CONTRIBUTIONS RECEIVED FOR THE HISTORIC DISTRICT SIGN.

SHERRI CARR BEVIS WITH THE SECRETARY OF STATE'S OFFICE OFFERED INFORMATION ON THE NEW LAWS REGARDING IDENTIFICATION REQUIREMENTS FOR VOTERS.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated March 18, 2014.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of March 2014.

**AF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
351-000-232-14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	300,000	(300,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,675	61,787	39,330	22,457	79
351-000-341.02-000-000 GROUND LEASES	12,480	1,980	9,330	6,240	3,090	75
351-000-355.00-000-000 MISCELLANEOUS INCOME	0	(30)	0	0	0	0
351-000-374.00-000-000 FUEL SALES	6,000	210	1,890	3,000	(1,110)	32
<b>Total Revenues</b>	<b>697,140</b>	<b>5,835</b>	<b>73,007</b>	<b>348,570</b>	<b>(275,563)</b>	<b>10</b>
<b>Expenditures</b>						
<b>Airport Expenses</b>						
PERSONNEL	57,519	4,099	24,554	28,762	4,208	43
SUPPLIES	500	0	192	250	58	38
OUTSIDE SERVICES	55,640	1,353	18,500	27,820	9,320	33
CAPITAL OUTLAY	660,000	0	0	330,000	330,000	0
Total Airport Expenses	773,659	5,452	43,246	386,832	343,586	6
<b>Total Expenditures</b>	<b>773,659</b>	<b>5,452</b>	<b>43,246</b>	<b>386,832</b>	<b>343,586</b>	<b>6</b>
Excess Revenue Over (Under) Expenditures	(76,519)	383	29,761	(36,262)	(619,149)	39

///

**CF Statement of Activity - MTD and YTD with Budget**  
**City of Picayune**  
**For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
406-000-211.00-000-000 RECORDING FEES	300	60	384	150	234	128
406-000-340.00-000-000 INTEREST INCOME	250	0	75	125	(50)	30
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	29,917	34,500	(4,583)	43
406-000-382.00-000-000 SALE OF LOTS	20,000	1,276	15,975	10,000	5,975	80
<b>Total Revenues</b>	<b>89,550</b>	<b>7,086</b>	<b>46,351</b>	<b>44,775</b>	<b>1,576</b>	<b>52</b>
<b>Expenditures</b>						
<b>Cemetery Expenses</b>						
PERSONNEL	69,644	3,791	23,040	34,823	11,783	33
SUPPLIES	7,860	47	1,973	3,940	1,967	25
OUTSIDE SERVICES	3,269	328	972	1,635	663	30
CAPITAL OUTLAY	76,300	0	20,853	72,700	51,847	27
Total Cemetery Expenses	157,093	4,166	46,838	113,098	66,260	30
<b>Total Expenditures</b>	<b>157,093</b>	<b>4,166</b>	<b>46,838</b>	<b>113,098</b>	<b>66,260</b>	<b>30</b>
Excess Revenue Over (Under) Expenditures	(67,543)	2,920	(487)	(68,323)	(64,684)	(1)

12

**ED Statement of Activity - MTD and YTD with Budget**  
**City of Picayune**  
**For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
110-043-340.00-000-000 INTEREST INCOME	250	0	374	125	249	150
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,407	8,507	0	8,507	0
110-043-341.00-000-000 RENT	48,790	0	0	24,395	(24,395)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	9,543	(9,543)	0
110-402-250.00-000-000 SALES TAX-TOURISM	440,000	32,282	196,929	220,000	(23,071)	45
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	490	2,870	1,250	1,420	107
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	0	500	(500)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	50	(50)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	119	250	(131)	24
110-402-346.00-000-000 DONATIONS	0	0	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	14,000	(14,000)	0
<b>Total Revenues</b>	<b>540,225</b>	<b>34,179</b>	<b>209,600</b>	<b>270,113</b>	<b>(60,513)</b>	<b>39</b>
<b>Expenditures</b>						
<b>Sale of Lots Expenses</b>						
OUTSIDE SERVICES	0	0	4,127	0	(4,127)	0
Total Sale of Lots Expenses	0	0	4,127	0	(4,127)	0
<b>Recreation Expenses</b>						
PERSONNEL	127,352	10,013	49,028	63,677	14,649	39
SUPPLIES	53,500	5,415	28,839	40,050	11,211	54
OUTSIDE SERVICES	114,000	6,412	31,120	57,000	25,880	27
Total Recreation Expenses	294,852	21,840	108,987	160,727	51,740	37
<b>Retirement/Development Expenses</b>						
<b>Total Expenditures</b>	<b>294,852</b>	<b>21,840</b>	<b>113,114</b>	<b>160,727</b>	<b>47,613</b>	<b>38</b>
Excess Revenue Over (Under) Expenditures	245,373	12,339	96,486	109,386	(108,126)	39

13

**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,299,183	153,677	1,107,943	649,592	458,351	85
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	24,581	108,683	112,936	(4,253)	48
001-000-202.00-000-000 PERSONAL TAXES	414,947	77,686	333,736	207,474	126,262	80
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	500	846	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	1,770	5,079	15,000	(9,921)	17
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	8,703	52,737	32,650	20,087	81
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	123	5,669	20,000	(14,431)	14
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	675	3,825	1,913	1,912	100
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	29,692	336,875	307,500	29,375	55
001-000-222.00-000-000 BUILDING PERMITS	46,000	9,592	57,298	23,000	34,298	125
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	652	4,885	1,725	3,160	142
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	8,383	10,000	(1,617)	42
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	13,750	(13,750)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	4,329	(4,329)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,420	4,030	(2,610)	18
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	8,750	4,106	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	73,422	73,422	70,000	3,422	52
001-000-253.28-000-000 USM PROJECT SAFE NEIGHBORHOOD GRANT	0	0	4,636	0	4,636	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	299,212	1,997,974	2,039,000	(41,026)	49
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	28,068	(28,068)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	2,685	16,373	9,994	6,379	82
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	916	(916)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	7,500	5,100	84
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	639	3,831	3,250	581	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	30,219	180,178	110,000	70,178	82
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	60,348	(60,348)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	700	5,654	6,500	(846)	44
001-000-330.00-000-000 COURT FINES & FEES	350,000	18,240	125,394	175,000	(49,606)	36
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	2,095	11,605	11,250	355	52
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	169	1,101	600	501	92
001-000-336.05-000-000 COLLECTION FEE	100	0	79	50	29	79
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	678	5,418	5,100	318	53
001-000-340.00-000-000 INTEREST EARNED	20,000	765	8,237	10,000	(1,763)	41
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	500	0	500	0
001-000-348.02-000-000 ADOPT A FLOWERBED	0	450	1,570	0	1,570	0
001-000-365.00-000-000 MISCELLANEOUS INCOME	14,000	8,690	15,459	7,000	8,459	110
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	37,440	(37,440)	0
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0
001-000-383.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0

14

**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Page: 2

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	50	400	0	400	0
001-092-302-00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	750	0	750	0
001-350-400-60-000-000 FEIMA HAZARD MITIGATION	(412,800)	0	0	(206,400)	206,400	0
Total Revenues	7,577,522	745,165	4,562,111	3,788,765	773,346	60
<b>Expenditures</b>						
<u>Municipal Council Expenses</u>						
PERSONNEL	66,113	5,016	29,612	33,058	3,446	45
SUPPLIES	500	0	237	250	13	47
OUTSIDE SERVICES	64,150	2,365	23,489	32,075	8,586	37
CAPITAL OUTLAY	40,000	0	184,350	40,000	(144,350)	481
Total Municipal Council Expenses	170,763	7,381	237,688	105,383	(132,305)	139
<u>Municipal Court Expenses</u>						
PERSONNEL	269,077	19,139	114,724	134,540	19,816	43
SUPPLIES	4,000	0	1,147	2,000	853	29
OUTSIDE SERVICES	54,750	5,373	41,287	27,375	(13,912)	75
Total Municipal Court Expenses	327,827	24,512	157,158	163,915	6,757	48
<u>City Attorney Expenses</u>						
PERSONNEL	9,450	718	4,229	4,726	497	45
OUTSIDE SERVICES	20,000	134	10,565	10,000	(565)	53
Total City Attorney Expenses	29,450	852	14,794	14,726	(68)	50
<u>City Manager Expenses</u>						
PERSONNEL	97,355	7,507	45,297	48,680	3,383	47
SUPPLIES	7,500	362	1,607	3,750	2,143	21
OUTSIDE SERVICES	16,300	416	6,411	8,151	1,740	39
Total City Manager Expenses	121,155	8,285	53,315	60,581	7,266	44
<u>General Services Expenses</u>						
PERSONNEL	16,920	1,204	7,496	8,461	965	44
SUPPLIES	7,700	146	3,951	3,850	(101)	51
OUTSIDE SERVICES	219,200	4,283	159,727	109,600	(50,127)	73
Total General Services Expenses	243,820	5,633	171,174	121,911	(49,263)	70
<u>Financial Expenses</u>						
PERSONNEL	138,675	8,811	69,429	69,339	(90)	50
SUPPLIES	7,500	347	3,233	3,750	517	43
OUTSIDE SERVICES	69,400	1,227	29,281	34,700	5,419	42
Total Financial Expenses	215,575	10,385	101,943	107,789	5,846	47
<u>Code Enforcement Expenses</u>						
PERSONNEL	135,346	11,506	69,142	67,675	(1,467)	51
SUPPLIES	4,300	0	3,838	2,150	(1,688)	89
OUTSIDE SERVICES	21,650	480	10,479	10,825	346	48
Total Code Enforcement Expenses	161,296	11,986	83,459	80,650	(2,809)	52

**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Police Administration Expenses</u>						
PERSONNEL	160,493	11,661	73,596	80,249	6,653	46
SUPPLIES	7,500	577	2,193	3,750	1,557	29
OUTSIDE SERVICES	61,013	2,820	25,053	31,553	6,500	41
CAPITAL OUTLAY	8,657	0	0	4,329	4,329	0
Total Police Administration Expenses	237,663	15,058	100,842	119,881	19,039	42
<u>Patrol &amp; Investigations Expenses</u>						
PERSONNEL	1,355,857	120,904	709,210	677,930	(31,280)	52
SUPPLIES	139,750	1,270	65,444	71,825	6,181	47
OUTSIDE SERVICES	100,000	5,050	53,498	48,250	(5,248)	54
CAPITAL OUTLAY	7,568	166	1,548	3,784	2,236	20
Total Patrol & Investigations Expenses	1,603,175	127,390	829,700	801,589	(28,111)	52
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	12,394	75,785	66,779	(9,006)	57
SUPPLIES	39,000	3,817	34,925	19,500	(15,425)	90
OUTSIDE SERVICES	15,500	49	4,558	7,750	3,192	29
Total Custody of Prisoners Expenses	188,054	16,260	115,268	94,029	(21,239)	61
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records &amp; Communications Expenses</u>						
PERSONNEL	389,410	27,064	168,606	194,707	26,101	43
SUPPLIES	8,500	163	4,114	4,250	136	48
OUTSIDE SERVICES	20,800	0	9,935	10,400	465	48
Total Records & Communications Expenses	418,710	27,227	182,655	209,357	26,702	44
<u>School Patrol Expenses</u>						
PERSONNEL	118,810	14,251	80,801	59,406	(21,195)	68
SUPPLIES	6,500	0	4,763	3,250	(1,513)	73
OUTSIDE SERVICES	2,750	210	1,488	1,375	(113)	54
Total School Patrol Expenses	128,060	14,461	86,852	64,031	(22,821)	68
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,313	13,654	15,067	1,413	45
SUPPLIES	2,780	0	1,476	2,140	664	53
OUTSIDE SERVICES	48,150	3,692	24,274	24,075	(199)	50
Total Animal Control Expenses	81,061	6,005	39,404	41,282	1,878	49
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	155,435	932,116	1,021,123	89,007	46
SUPPLIES	52,600	944	22,542	26,300	3,758	43
OUTSIDE SERVICES	73,063	5,153	49,106	36,532	(12,574)	67
Total Fire Department Expenses	2,167,904	161,532	1,003,764	1,083,955	80,191	46
<u>Streets &amp; Drainage Expenses</u>						

**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014**

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Financial Report</b>						
PERSONNEL	441,228	32,359	192,503	220,615	28,112	44
SUPPLIES	142,001	4,147	92,584	72,002	(20,582)	65
OUTSIDE SERVICES	321,200	18,141	199,781	160,601	(39,180)	62
CAPITAL OUTLAY	10,000	0	7,924	10,000	2,076	79
Total Streets & Drainage Expenses	914,429	54,647	492,792	463,218	(29,574)	54
<b>Grounds &amp; Beautification Expenses</b>						
PERSONNEL	386,345	26,476	174,147	193,174	19,027	45
SUPPLIES	101,344	6,775	34,082	50,673	16,591	34
OUTSIDE SERVICES	20,950	6,648	15,902	10,475	(5,427)	76
Total Grounds & Beautification Expenses	508,639	40,099	224,131	254,322	30,191	44
<b>Equipment Maintenance Expenses</b>						
PERSONNEL	45,987	2,472	14,694	22,995	8,301	32
SUPPLIES	14,110	145	1,225	6,055	4,830	9
OUTSIDE SERVICES	10,300	708	5,081	5,150	69	49
Total Equipment Maintenance Expenses	70,397	3,325	21,000	34,200	13,200	30
<b>Total Expenditures</b>	<b>7,587,978</b>	<b>535,038</b>	<b>3,915,939</b>	<b>3,820,819</b>	<b>(95,120)</b>	<b>52</b>
Excess Revenue Over (Under) Expenditures	(10,456)	210,127	646,172	(32,054)	868,466	6,180

UF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014

Run: 3/27/2014 at 2:53 PM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	3,925	3,750	175	52
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	995	0	995	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	1,500	11,572	10,000	1,572	58
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,567	27,367	27,000	367	51
405-000-355.00-000-000 MISC INCOME	112,000	6,346	39,658	56,000	(16,342)	35
405-000-355.01-000-000 MISC INCOME BAGS	4,000	240	1,409	2,000	(591)	35
405-000-360.01-000-000 METERED SALES WATER	1,656,138	122,569	770,505	828,069	(57,564)	47
405-000-360.02-000-000 METERED SALES GAS	1,818,615	196,501	1,324,874	909,308	415,566	73
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	125	900	1,000	(100)	45
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	11,955	75,083	72,500	2,583	52
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,407	485,040	457,500	27,540	53
405-000-383.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	610	42,791	0	42,791	0
<b>Total Revenues</b>	<b>4,734,253</b>	<b>425,820</b>	<b>2,784,139</b>	<b>2,367,127</b>	<b>417,012</b>	<b>59</b>
<b>Expenditures</b>						
<b>Intrafund Transfers Expenses</b>						
TRANSFERS	100,000	8,333	52,083	50,000	(2,083)	52
Total Intrafund Transfers Expenses	100,000	8,333	52,083	50,000	(2,083)	52
<b>Utility Administration Expenses</b>						
PERSONNEL	595,519	48,122	265,687	297,760	32,073	45
SUPPLIES	29,000	1,890	9,422	14,000	4,578	32
OUTSIDE SERVICES	220,250	9,850	117,165	110,125	(7,040)	53
Total Utility Administration Expenses	844,769	59,862	392,274	421,885	29,611	46
<b>Director of Public Works Expenses</b>						
PERSONNEL	161,940	12,363	75,184	80,972	5,788	46
SUPPLIES	15,930	12	2,026	7,966	5,940	13
OUTSIDE SERVICES	77,483	1,184	17,673	38,742	21,069	23
CAPITAL OUTLAY	70,904	869	68,696	69,904	1,208	97
Total Director of Public Works Expenses	326,257	14,448	163,579	197,584	34,005	50
<b>Water Regulations Expenses</b>						
PERSONNEL	40,780	3,755	21,814	20,393	(1,421)	53
SUPPLIES	23,511	0	2,823	11,756	8,933	12
OUTSIDE SERVICES	6,300	2,162	2,467	3,150	683	39
Total Water Regulations Expenses	70,591	5,917	27,104	35,299	8,195	38
<b>Well and Pump Maintenance Expenses</b>						
SUPPLIES	33,358	452	19,822	16,679	(3,143)	59
OUTSIDE SERVICES	67,216	6,000	43,525	33,609	(9,916)	65
Total Well and Pump Maintenance Expenses	100,574	6,452	63,347	50,288	(13,059)	63

108

**UF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2014**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	107,276	7,600	36,619	53,640	17,021	34
SUPPLIES	38,831	867	20,583	19,417	(1,176)	53
OUTSIDE SERVICES	34,149	3,631	12,622	17,075	4,453	37
CAPITAL OUTLAY	0	0	5,280	0	(5,280)	0
Total Utility Construction Expenses	180,256	12,098	75,114	90,132	15,018	42
<u>Water Operations Expenses</u>						
PERSONNEL	248,222	19,166	115,934	124,112	8,178	47
SUPPLIES	107,381	409	77,441	53,691	(23,750)	72
OUTSIDE SERVICES	19,981	497	13,937	9,991	(3,946)	70
CAPITAL OUTLAY	54,992	0	(31,952)	27,497	59,449	(58)
Total Water Operations Expenses	430,576	20,072	175,360	215,291	39,931	41
<u>Gas Operations Expenses</u>						
PERSONNEL	219,413	18,095	102,392	109,708	7,316	47
SUPPLIES	1,073,079	120,645	680,044	536,542	(143,502)	63
OUTSIDE SERVICES	83,336	1,035	36,652	41,668	5,016	44
CAPITAL OUTLAY	3,000,000	0	26,223	1,500,000	1,473,777	1
Total Gas Operations Expenses	4,375,828	139,775	845,311	2,187,918	1,342,607	19
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,518	509,614	405,000	(104,614)	63
Total Garbage Expenses	810,000	72,518	509,614	405,000	(104,614)	63
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	0	3,733	72,080	0	(72,080)	0
Total Loan Interest Expenses	0	3,733	72,080	0	(72,080)	0
<u>Total Expenditures</u>	<u>7,238,851</u>	<u>343,208</u>	<u>2,375,866</u>	<u>3,653,397</u>	<u>1,277,531</u>	<u>33</u>
Excess Revenue Over (Under) Expenditures	(2,504,598)	82,612	408,273	(1,286,270)	(860,519)	16

19

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND THE AGENDA TO INCLUDE APPROVAL OF DOCKET**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to amend the agenda to include approval of the April docket.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the docket for April 1, 2014 in the amount of \$1,216,815.00.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**PROCLAIM APRIL AS SAFE DIGGING MONTH**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to proclaim April as Safe Digging Month.

**PROCLAMATION FOR  
SAFE DIGGING MONTH**

WHEREAS, each year, Mississippi's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even death are the potential results; and

WHEREAS, Mississippi 811, Inc., promotes the national Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides excavators and homeowners a simple number to reach their local one-call center to request utility line locations at the intended dig site: and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our City safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 two working days before you dig.

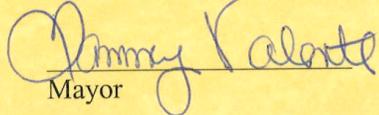
NOW, THEREFORE, I Mayor Ed Pinero of the City of Picayune, MS do hereby proclaim April 2014 as

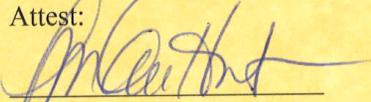
**SAFE DIGGING MONTH**

In the City of Picayune, MS and encourage excavators and homeowners throughout the City of Picayune, MS to always call 811 before digging. Safe Digging is No Accident.

In witness whereof, I have hereunto set my hand and caused the Great Seal of Picayune, MS to be affixed.

So ordered this 1<sup>st</sup> day of April, 2014

  
Mayor

Attest:  
  
City Clerk

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gougnet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FROM COAST ELECTRIC FOR USE OF CITY PROPERTY IN  
THE EVENT OF AN EMERGENCY**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve request from Coast Electric for the use of the field owned by the City west of Farmer Fresh Produce and also all open areas of Industrial Park south of Farmer's Fresh property during emergency situations for the use of parking trucks and storing materials.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FROM WAYNE WILSON/CLOUD NINE AVIATION FOR TAX EXEMPTION ON 2012 PROPERTY TAXES**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve request to allow Wayne Wilson/Cloud Nine Aviation a tax exemption for the 2012 tax year.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE FY 2014 BUDGET AMENDMENTS**

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve the ED/Recreation Fund Budget Amendment # 1, Utility Fund Budget Amendment #1 and General Fund Budget Amendment #2.

REGULAR MEETING APRIL 1, 2014



ADOPTED  
ECONOMIC DEVELOPMENT FUND  
FY 2014 - RECREATION

	ADOPTED FY 2014 RECREATION FUND	BUDGET AMEND #1
<b>RECEIPTS:</b>		
INTERGOVERNMENTAL REVENUES	\$ 468,000	468,000
LOWER PEARL RIVER VALLEY GRANT		
LEASES/RENT	0	0
INTEREST EARNED	500	500
MISCELLANEOUS	3,600	3,600
TRANSFERS	0	17,000 From GF
<b>TOTAL REVENUES</b>	<b>472,100</b>	<b>489,100</b>
BEGINNING CASH	138,529	138,529
<b>TOTAL FROM ALL SOURCES</b>	<b>\$ 610,629</b>	<b>627,629</b>
<b>EXPENDITURES:</b>		
PERSONNEL	\$ 127,352	127,352
SUPPLIES	26,900	25,900 Reclass to Services
OTHER SERVICES & CHARGES	114,000	115,000 Reclass from Supplies
CAPITAL OUTLAY	0	17,000 Purchase Vehicle
<b>TOTALS</b>	<b>268,252</b>	<b>285,252</b>
COST OF LIVING RAISES	\$ 0	0
DEBT PAYMENTS	0	0
AID TO OTHER GOVERNMENTS	0	0
TRANSFERS TO OTHER FUNDS	264,155	264,155
OTHER	0	0
<b>TOTAL EXPENDITURES</b>	<b>532,407</b>	<b>549,407</b>
ENDING CASH BALANCE	78,222	78,222
<b>TOTAL EXPENDITURES &amp; ENDING CASH BALANCE</b>	<b>\$ 610,629</b>	<b>627,629</b>



UTILITY FUND  
FY 2014  
ADOPTED BUDGET

	ADOPTED FY 2014 UTILITY FUND	BUDGET AMEND #1
<b>RECEIPTS:</b>		
INTERGOVERNMENTAL REVENUES	\$ 99,000	99,000
CHARGES FOR UTILITY SERVICES	4,389,753	4,389,753
MISCELLANEOUS	283,000	283,000
INTEREST EARNINGS	7,500	7,500
TRANSFERS	0	0
PROCEEDS FROM LOANS	0	0
<b>TOTAL REVENUES</b>	<b>4,779,253</b>	<b>4,779,253</b>
BEGINNING CASH	2,140,281	2,140,281
CASH RESTRICTED-REVENUE BOND MONEY	3,000,000	3,000,000
<b>TOTAL FROM ALL SOURCES</b>	<b>\$ 9,919,534</b>	<b>9,919,534</b>
<b>EXPENDITURES:</b>		
<b>UTILITY ADMINISTRATION</b>		
PERSONNEL	\$ 595,519	595,519
SUPPLIES	30,000	30,000
OTHER SERVICES & CHARGES	220,250	220,250
CAPITAL OUTLAY	0	0
<b>TOTALS</b>	<b>845,769</b>	<b>845,769</b>
<b>DIRECTOR OF PUBLIC WORKS</b>		
PERSONNEL	\$ 161,940	161,940
SUPPLIES	15,930	15,930
OTHER SERVICES & CHARGES	77,483	77,483
CAPITAL OUTLAY	2,000	37,500 Purchase Vehicles
<b>TOTALS</b>	<b>257,353</b>	<b>292,853</b>

REGULAR MEETING APRIL 1, 2014

	ADOPTED FY 2014 UTILITY FUND	BUDGET AMEND #1
<b><u>WATER OPERATIONS</u></b>		
PERSONNEL	\$ 388,956	388,956
SUPPLIES	183,666	183,666
OTHER SERVICES & CHARGES	110,572	110,572
CAPITAL OUTLAY	54,992	54,992
	<hr/>	<hr/>
TOTALS	738,186	738,186
<b><u>GAS OPERATIONS</u></b>		
PERSONNEL	\$ 319,368	319,368
SUPPLIES	1,092,494	1,092,494
OTHER SERVICES & CHARGES	100,411	100,411
CAPITAL OUTLAY	3,000,000	3,000,000
	<hr/>	<hr/>
TOTALS	4,512,273	4,512,273
<b><u>GARBAGE</u></b>		
PERSONNEL	\$	
SUPPLIES		
OTHER SERVICES & CHARGES	810,000	810,000
CAPITAL OUTLAY		
	<hr/>	<hr/>
TOTALS	810,000	810,000
COST OF LIVING RAISES	\$	
DEBT PAYMENTS	515,672	515,672
AID TO OTHER GOVERNMENTS		
TRANSFER TO CONTINGENCY FUNDS	100,000	100,000
OTHER		
	<hr/>	<hr/>
<b>TOTAL EXPENDITURES</b>	<b>7,779,253</b>	<b>7,814,753</b>
ENDING CASH BALANCE	<hr/>	<hr/>
	2,140,281	2,104,781
<b>TOTAL EXPENDITURES &amp; ENDING CASH BALANCE</b>	<b>\$ <hr/></b>	<b><hr/></b>
	9,919,534	9,919,534

REGULAR MEETING APRIL 1, 2014



	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND
<b>RECEIPTS:</b>			
LICENSE & PERMITS	\$ 701,000	701,000	701,000
INTERGOVERNMENTAL REVENUES	5,554,781	5,554,781	5,554,781
CHARGES FOR SERVICES	23,550	23,550	23,550
FINES & FORFEITS	396,900	396,900	396,900
MISCELLANEOUS	20,500	20,500	20,500
TRANSFERS	74,879	74,879	74,879
INTEREST EARNINGS	20,000	20,000	20,000
PROCEEDS FROM LOANS			
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	6,791,610	6,791,610	6,791,610
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,056,287	2,056,287	2,056,287
<b>TOTAL REVENUES</b>	<b>8,847,897</b>	<b>8,847,897</b>	<b>8,847,897</b>
BEGINNING CASH RESERVE (CD)	957,006 1,500,000	957,006 1,500,000	957,006 1,500,000
<b>TOTAL FROM ALL SOURCES</b>	<b>\$ 11,304,903</b>	<b>11,304,903</b>	<b>11,304,903</b>
<b>EXPENDITURES:</b>			
<b>GENERAL GOVERNMENT</b>			
PERSONNEL	\$ 788,383	788,383	788,383
SUPPLIES	35,500	35,500	35,500
OTHER SERVICES & CHARGES	477,400	477,400	477,400
CAPITAL OUTLAY	0	40,000	40,000
<b>TOTALS</b>	<b>1,301,283</b>	<b>1,301,283</b>	<b>1,301,283</b>
<b>PUBLIC SAFETY - POLICE</b>			
PERSONNEL	\$ 2,217,175	2,217,175	2,217,175
SUPPLIES	199,030	202,530	202,530
OTHER SERVICES & CHARGES	249,520	246,120	246,120
CAPITAL OUTLAY	16,225	16,225	16,225
<b>TOTALS</b>	<b>2,682,050</b>	<b>2,682,050</b>	<b>2,682,050</b>
<b>PUBLIC SAFETY - FIRE</b>			
PERSONNEL	\$ 2,042,241	2,042,241	2,042,241
SUPPLIES	52,500	52,600	52,600
OTHER SERVICES & CHARGES	73,063	73,063	73,063
CAPITAL OUTLAY	0	0	24,000 Purchase Vehicle
<b>TOTALS</b>	<b>2,167,804</b>	<b>2,167,804</b>	<b>2,191,904</b>
<b>PUBLIC WORKS</b>			
PERSONNEL	\$ 873,561	873,561	873,561
SUPPLIES	257,455	257,455	257,455
OTHER SERVICES & CHARGES	352,450	352,450	352,450
CAPITAL OUTLAY	0	10,000	10,000
<b>TOTALS</b>	<b>1,483,466</b>	<b>1,493,466</b>	<b>1,493,466</b>

REGULAR MEETING APRIL 1, 2014

	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND
<b>GRANTS</b>			
CAPITAL OUTLAY	835,680	835,680	835,680
TOTALS	835,680	835,680	835,680
AID TO OTHER GOVERNMENTS	24,880	24,880	24,880
TRANSFERS TO OTHER FUNDS	359,785	359,785	376,785
OTHER	0	0	0
TOTAL EXPENDITURES	8,855,048	8,865,048	8,906,048
ENDING CASH BALANCE	2,449,855	2,439,855	2,398,855
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 11,304,903	11,304,903	11,304,903

38

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO APPLY FOR THE 2014 TRANSPORTATION ENHANCEMENT URBAN YOUTH CORPS PROGRAM**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to apply for the 2014 Transportation Enhancement Urban Youth Corps Program and authorize Mayor to sign all related documents.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE APPLICATION FOR AIRPORT MULTIMODAL FUNDS FY 2015**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve application for Airport Multimodal Funds FY 2015.

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT FEDERAL AND STATE FUNDING FOR THE AIRPORT IMPROVEMENT PROJECT FY 2014**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the Federal and State Funding for the Airport Improvement Project FY 2014.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Airports District Office  
100 West Cross Street, Suite B  
Jackson, Mississippi 39208-2307

March 20, 2014

Mr. Jim Luke  
City Manager  
815 North Beech Street  
Picayune, MS 39466

Re: AIP Project in FY 2014

Dear Mr. Luke:

This fiscal year, we expect to fund the following project for \$431,469.00 at the Picayune Municipal Airport and are asking that you get started now. The planned Federal participation rate is 90 percent.

Project Items
Rehabilitate apron; rehabilitate taxiway

**Safety Plan:** Your proposed FY 2014 project includes development on the airside of your airport and will require submission of a safety plan. If you have not already submitted your safety plan, please do so as soon as possible. You should file your plan electronically at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. Make sure you indicate that the construction is "on airport" so it will be coordinated with this office.

**SAM Registration:** All grant recipients must be registered in the System for Award Management (SAM), formerly CCR, and the correct DUNS number shown on all project applications. Registration must be renewed annually at <https://www.sam.gov>. Your registration in SAM is current through March 5, 2015.

**It is important that you take all actions that will enable you to submit a grant application for your project by July 15, 2014**, so please work closely with your Program Manager, Mr. William J. Schuller at 601-664-9883.

Sincerely,

Rans D. Black  
Manager

e-copy:  
Mr. Vernon, Moore, Dungan Engineering  
MDOT

34

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gougnet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE DESIGN PHASE AND CONSTRUCTION PHASE ENGINEERING CONTRACT FOR THE AIRPORT IMPROVEMENT PROJECT FY 2014**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the Design Phase and Construction Phase Engineering Contract for the Airport Improvement Project FY 2014.

ENGINEERING & SURVEYING SERVICES CONTRACT  
CITY OF PICAYUNE  
PICAYUNE MUNICIPAL AIRPORT  
AIRPORT IMPROVEMENTS PROJECT - FY 2014

THIS CONTRACT entered into by and between the CITY OF PICAYUNE hereinafter designated as the OWNER, and DUNGAN ENGINEERING, P.A., Picayune, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates design and construction of a taxiway, apron, and pavement parking overlay along with hangar drainage improvements associated with the Airport Improvements Project, FY 2014.

WHEREAS: Certain engineering and land surveying services are required in the investigation, planning, and execution of the said improvements, and

WHEREAS: The OWNER does hereby employ the ENGINEER to finish the aforesaid engineering services,

NOW THEREFORE, the parties hereto do mutually agree as follows:

**ARTICLE I**  
**ENGINEER'S SERVICES**

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to furnish certain engineering services as follows:

ITEM ONE: PLANNING AND DESIGN PHASE

Upon authorization in writing by the OWNER to proceed, the ENGINEER shall prepare design drawings, specifications, and contract documents for the purpose of awarding one contract for the finishing of all materials, and any contracts for labor and equipment not available through OWNER's work force and equipment inventory.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the completed drawings, specifications, and contract documents.

The ENGINEER shall obtain the approval of such agencies and legally constituted authorities as under the laws of the State of Mississippi have jurisdiction over the review of the drawings and specifications for the proposed project, and shall also obtain the approval of such Federal agencies as have jurisdiction over the review of drawings, specifications, and contract documents of the proposed project.

It is the intent of the ENGINEER that he shall furnish as part of his basic services, any reasonable quantity of plans, specifications, bid sheets, cost estimates, design analyses, and other contract documents as may be required. However, it is agreed that the total quantity of any one item shall not exceed ten (10) copies. Additional copies will be furnished upon request of the OWNER at the actual cost of reproduction of such additional copies.

ITEM TWO: CONSTRUCTION PHASE

The ENGINEER shall have a responsible representative present at all lettings of contracts for the proposed work and shall advise and assist the OWNER in the making of awards of contracts to successful bidders. The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

Make or assist the OWNER in making all reports required by any State or Federal Agency relating to the project.

Perform all necessary materials sampling and testing in order to insure the highest quality work be accomplished for this project.

Be available to the Contractor and the OWNER for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.

Provide surveying services to lay out easements, line location, line grades, and advise the OWNER's employees on the construction of the project.

Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the contract documents.

Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the contract documents, and approve in writing final payment to the Contractor.

Upon the completion of all construction awarded in accordance with the terms of this Contract, the ENGINEER shall furnish to the OWNER a set of record drawings covering the work actually installed.

The ENGINEER shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the OWNER concerning the compliance of the completed construction work with the contract documents.

REGULAR MEETING APRIL 1, 2014

ITEM THREE: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEM ONE, TWO or THREE of SERVICES. These services shall include but not be limited to the following:

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the OWNER-

Prepare detailed renderings, exhibits, or scale models for the project.

Provide special analyses or studies of the environmental effects of the project, or other OWNER needs such as the preparation of operating and maintenance manuals, special operating drawings, charts, or other pertinent data.

Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond the ENGINEER's established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

**ARTICLE 2  
PAYMENTS**

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER'S SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: PLANNING AND DESIGN PHASE

For services performed pursuant to ITEM ONE, DESIGN PHASE, the lump sum amount of **Forty- thousand dollars and no/100 (\$40,000.00)**.

The above stated lump sum fee is based upon a project of the scope and magnitude hereinbefore described. In the event that the scope of the project is revised, the ENGINEER will recalculate the lump sum fee to be paid and will submit the revised fee in the form of a Contract Amendment for approval by the OWNER.

The fee for ITEM ONE of SERVICES shall be due and payable from time to time as the work is accomplished.

ITEM TWO: CONSTRUCTION PHASE

For services performed pursuant to ITEM TWO, CONSTRUCTION PHASE, the lump sum fee of **Twenty-four thousand dollars and no/100 (\$24,000.00)**.

Payment for Construction Phase shall be due and payable from time to time as payments are made to the construction Contractor, with such payments being proportioned to the payments made to the Contractor, and with final payment being due and payable when the project is completed and accepted.

ITEM THREE: ADDITIONAL SERVICES

The method of reimbursement and payment for services rendered in compliance with ITEM THREE of SERVICES shall be agreed upon in writing by the OWNER and the ENGINEER at the time of authorization for said work.

**ARTICLE 3  
GENERAL CONSIDERATIONS**

The ENGINEER's estimate of the project cost is the opinion of the ENGINEER of the probable project cost on the date of the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to Contractor bids or actual cost to the OWNER

The ENGINEER will prepare the drawings and specifications in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction Contractors, which materials and equipment may include but not necessarily be limited to pipe, valves, fittings, traps, conduit, wiring, steel, wire, nails, lumber, cement, aggregate, bricks, files, pumps, motors, compressors, electrical apparatus of all types, all metal pressure and storage vessels furnished and erected in place as required to provide a complete, functional unit and all other materials and equipment as are required to provide a complete, safe, and functional facility.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

This Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination

REGULAR MEETING APRIL 1, 2014

Plans and specifications shall be the property of the OWNER, whether the project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the OWNER's use and occupancy. The plans and specifications may be used by the OWNER on other projects, for additions to this project, or for completion of this project by others upon payment by the OWNER of appropriate compensation to the ENGINEER for ITEM ONE services as provided in ARTICLE 2.

If the project is suspended for more than six months or abandoned in whole or in part the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 2, PAYMENTS.

The ENGINEER shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the ENGINEER until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The ENGINEER agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the ENGINEER is involved until the completion of all close-out procedures respecting this grant.

**ARTICLE 4  
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract the ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause.

The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

The ENGINEER will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

REGULAR MEETING APRIL 1, 2014

The ENGINEER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the ENGINEER's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. II 246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. II 246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 1<sup>ST</sup> day of APRIL, 2014.

(This contract executed in triplicate).

OWNER:

CITY OF PICAYUNE \_\_\_\_\_

WITNESS:

*[Signature]*

By: *[Signature]*

Title: Mayor PRO TEMP



ENGINEER:

DUNGAN ENGINEERING, P.A. \_\_\_\_\_

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_

Title: Vice-President

GENERAL TERMS AND CONDITIONS

1. **Relation Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered onto any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contracts to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client of the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer of Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be

encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

It is understood and agreed that if Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto.

49

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouquet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND RICK THOMASON**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Rick Thomason.

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **April 1, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and the **Rick Thomason** hereinafter referred to as the "Lessee",

**WITNESSETH:**

For and in consideration of the rents, covenants and agreements hereinafter-contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. J-2** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **Yearly**, with the term to begin on **April 1, 2014** and continue thereafter yearly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street, Picayune, Mississippi 39466, or by personal

delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**

The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**

Lessor shall pay electrical utility. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present. Lessee will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

Lessee shall not cause or permit any hazardous substances to be brought upon, kept or used in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination, shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**

Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

which might be otherwise used for arrears of rent or other default.

**13. FORCE MAJEURE**

In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

**14. INSURANCE**

Lessee agrees to be responsible for maintaining liability insurance in an amount not less than \$100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named an insured and loss payee under the policy.

Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

**15. SURRENDER OF PREMISES**

Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear accepted.

**16. NOTICES**

Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

REGULAR MEETING APRIL 1, 2014

As to Lessor: City Manager  
815 North Beech Street  
Picayune, MS 39466

At to Lessee: Rick Thomason  
414 Eden Isles Blvd.  
Slidell, LA 70458  
901-497-4256

WITNESS the signatures of the parties hereto, this the \_\_\_\_\_ day of April 2014.

LESSOR: CITY OF PICAYUNE

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

ATTEST:

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

LESSEE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECESS**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to recess until Tuesday, April 15, 2014 at 5:00 pm.

REGULAR MEETING APRIL 1, 2014

The following roll call was made:

**VOTING YEA:** Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

---

Ed Pinero, Mayor

ATTEST:

---

Amber Hinton, City Clerk