

**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 15, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

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

**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 April 1, 2014.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT**

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

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

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Def: 411102	3/07/2014	GENERAL FUND -Mail - Is OPERATING		Cash		00001		ULERICH, ROBERT H		20.00	3/18/2014	
Def: 412342	3/11/2014	GENERAL FUND -Mail - Is OPERATING		Check	0001116	30396		ALL PRO PROTECTIVE COATINGS, LLC	2013-2014 PRIV LICENSE	20.00	3/18/2014	
Def: 412512	3/12/2014	GENERAL FUND -Mail - Is OPERATING		Check	0000504	30399		LEW'S SWEET SHOP, LLC		20.00	3/18/2014	
Def: 412821	3/13/2014	GENERAL FUND -Mail - Is OPERATING		Check	0001662	27756		SOUTHERN DEVELOPERS INC	2013-2014 priv license	23.00	3/18/2014	
Def: 413158	3/14/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30407		CYPRESS GUNS AND AMMUNITION	2013-2014 PRIV LICENSE	20.00	3/18/2014	
Def: 414109	3/19/2014	GENERAL FUND -Mail - Is OPERATING		Check	0003014	30410		FAITH ENTERPRISES OF MISSISSIPPI, LLC	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415820	3/28/2014	GENERAL FUND -Mail - Is OPERATING		Cash		03365		DILLARD, PEGGY	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415841	3/28/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30428		SOUTHERN SASS TANNING HAIR	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415877	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30429		RICH, INC./DBA LANYAP'S	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415879	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Check	332016052	30430		PROFESSIONAL PROBATION SERVICES	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415919	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30431		STANFORD MOBILE HOMES	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415937	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Cash		29750		FOSTER, MICHAEL E	2013-2014 PRIVILEGE	20.00	4/01/2014	
										<b>243.00</b>		

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT**

REGULAR MEETING APRIL 15, 2014

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

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS MARCH 2014				
DATE	PERSON REQUESTED	SUBJECT MATTER	DATE FILLED/DENIED	ACTION
03/31/14	PICAYUNE HOUSING AUTHORITY	#8 FINGERPRINTS	03/31/14	APPROVED
03/31/14	CHARLES BADON	ACCIDENT REPORT # 2014-03-2611	03/31/14	APPROVED
03/31/14	MARTY LILLY	ACCIDENT REPORT # 2014-03-2010	03/31/14	APPROVED
03/31/14	BETTY REECE	ACCIDENT REPORT # 2014-03-2012	03/31/14	APPROVED
03/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2009	03/28/14	APPROVED
03/28/14	KIZZIE M FRAISE	RECORD'S CHECK	03/28/14	APPROVED
03/28/14	ROBERT BENDER	RECORD'S CHECK	03/28/14	APPROVED
03/27/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 3	03/27/14	APPROVED
03/27/14	ROBERT FRAISE	RECORD'S CHECK	03/27/14	APPROVED
03/27/14	MICHAEL MITCHELL	ACCIDENT REPORT # 2014-03-0397	03/27/14	APPROVED
03/27/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-03-0397	03/27/14	APPROVED
03/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1065	03/27/14	APPROVED
03/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1561	03/27/14	APPROVED
03/27/14	LAURIE GRAY	RECORD'S CHECK	03/27/14	APPROVED
03/27/14	SHEILA MITCHELL	ACCIDENT REPORT # 2014-03-1510	03/27/14	APPROVED
03/26/14	SHERRA MAGEE	RECORD'S CHECK	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0990	03/26/14	APPROVED
03/26/14	ANDREW BURRELL PA	ACCIDENT REPORT # 2013-08-0654	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0303	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0534	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1271	03/26/14	APPROVED
03/26/14	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-1595	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1606	03/26/14	APPROVED
03/26/14	EDWIN BLAINE SPEER	RECORD'S CHECK	03/26/14	APPROVED
03/26/14	LIST TATUM	ACCIDENT REPORT # 2014-03-1006	03/26/14	APPROVED
03/25/14	MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	RECORD'S CHECK ON # 10 INDIVIDUALS	03/25/14	APPROVED
03/25/14	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON WILLIAM GEORGE DANIELS	03/25/14	APPROVED
03/24/14	ALICIA LEE	ACCIDENT REPORT # 2014-03-0990	03/24/14	APPROVED
03/24/14	GLENN WHITE, PLLC	SUBPOENA DUCES TECUM 2014-01-2271	03/24/14	APPROVED
03/21/14	TEKISHA RENFROE	RECORD'S CHECK	03/21/14	APPROVED
03/21/14	AMELYN HOOD	ACCIDENT REPORT # 2014-03-1507	03/21/04	APPROVED
03/21/14	DESTINY MAGEE	RECORD'S CHECK	03/21/14	APPROVED
03/20/14	PRS INC	ACCIDENT REPORT # 2014-03-0303	03/20/14	APPROVED
03/20/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	03/20/14	APPROVED
03/21/14	JUKETHA THOMAS	ACCIDENT REPORT # 2014-03-1001	03/21/14	APPROVED
03/20/14	DHS	RECORD'S CHECK	03/20/14	APPROVED
03/20/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	03/20/14	APPROVED
03/20/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0736	03/20/14	APPROVED
03/20/14	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2014-02-1009	03/20/14	APPROVED
03/20/14	ANITA LATOYA BURNETT	RECORDS CHECK	03/20/14	APPROVED
03/20/14	PRS INC	ACCIDENT REPORT # 2014-03-0881	03/20/14	APPROVED
03/20/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0298	03/20/14	APPROVED

REGULAR MEETING APRIL 15, 2014

03/20/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0815	03/20/14	APPROVED
03/20/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2012-11-1560	03/20/14	APPROVED
03/18/14	SHERA KRIEGER	ACCIDENT REPORT # 2014-03-0881	03/18/14	APPROVED
03/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1378	03/18/14	APPROVED
03/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0475	03/18/14	APPROVED
03/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1001	03/18/14	APPROVED
03/18/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 4	03/18/14	APPROVED
03/18/14	LARRY COX	ACCIDENT REPORT # 2014-03-1217	03/18/14	APPROVED
03/18/14	CAROL BREADING	ACCIDENT REPORT # 2014-03-0534	03/18/14	APPROVED
03/18/14	ROSEMARIE STRAUSS	ACCIDENT REPORT # 2014-03-0282	03/18/14	APPROVED
03/18/14	WILLIE L JONES	ACCIDENT REPORT # 2014-03-0881	03/18/14	APPROVED
03/17/14	WILLIAM AN DONNA FRANKS	# 2 RECORD CHECKS	03/17/14	APPROVED
03/14/13	BRITTANY BOGAN	ACCIDENT REPORT # 2014-03-0320	03/14/14	APPROVED
03/14/13	HARRISON COUNTY DHS	RECORD'S CHECK ON JOSEPH BORDELON	03/14/14	APPROVED
03/14/13	MCCOMB SCHOOL DISTRICT	RECORD'S CHECK ON SHAWANDA GRAY	03/14/14	APPROVED
03/13/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-03-0298	03/13/14	APPROVED
03/14/13	TERESSA STEWART	RECORD'S CHECK	03/14/14	APPROVED
03/13/14	JESSICA RANCIFER	RECORD'S CHECK	03/13/14	APPROVED
03/12/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	03/12/14	APPROVED
03/11/14	EUGENE BLYTHE	ACCIDENT REPORT # 2014-03-0282	03/11/14	APPROVED
03/11/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-02-1203	03/11/14	APPROVED
03/11/14	MORRIS BART, LTD	ACCIDENT REPORT # 20134-02-1931	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0172	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-0971	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1466	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-09-1186	03/11/14	APPROVED
03/11/14	KHARY JOHNS	ACCIDENT REPORT # 2014-01-1772	03/11/14	APPROVED
03/10/14	KIARA SIMMONS	RECORD'S CHECK	03/10/14	APPROVED
03/10/14	DWAYNE DUCHMAN	GRAND LARCENY REPORT # 2014-02-1171	03/10/14	APPROVED
03/10/14	ANDREWNETTE STATEN	ACCIDENT REPORT # 2014-03-0469	03/10/14	APPROVED
03/17/14	SHIRLON HOUSTON	ACCIDENT REPORT # 2014-02-1913	03/07/14	APPROVED
03/07/14	MYSTI NICHOL LEE	ACCIDENT REPORT # 2014-03-0222	03/07/14	APPROVED
03/07/14	UNITED STATES DISTRICT COURT	# 4 RECORD'S CHECKS	03/07/14	APPROVED
03/06/14	MORRIS BART, ATTY AT LAW	COPY OF # 3 CD'S FOR ACCIDENT # 2014-01-1772	03/09/14	APPROVED
03/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1839	03/06/14	APPROVED
03/05/14	LINSELY LEE	ACCIDENT REPORT # 2014-02-1466	03/05/14	APPROVED
03/06/14	DEIDRA ANN SPIERS	INCIDENT REPORT # 2013-11-0524	03/06/14	APPROVED
03/05/14	ANETA STATEN	RECORD'S CHECK	03/05/14	APPROVED
03/04/14	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2014-02-1392	03/04/14	APPROVED
03/05/14	CHRISTOPHER COWART	INCIDENT REPORT # 2014-03-0185	03/05/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1495	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1353	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-2009	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1373	03/04/14	APPROVED
03/04/14	MCCOMB SCHOOL DISTRICT	RECORD'S CHECK ON SHAWANDA GRAY	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1839	03/04/14	APPROVED
03/03/14	ANTIONIA SMITH	INCIDENT REPORT # 2014-02-1862	03/03/14	APPROVED
03/03/14	JANE RAY GARY	RECORD CHECK	03/03/14	APPROVED
03/03/14	RICHARD LEON GARY II	RECORD CHECK	03/03/14	APPROVED

03/03/14	SHERRI LYNN SEALS	ACCIDENT REPORT #	03/03/14	APPROVED

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT APPROVED PLANNING COMMISSION MINUTES**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept the approved Planning Commission Minutes dated February 11, 2014.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION MINUTES**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept Planning Commission Minutes dated April 8, 2014.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT DONATION FROM PICAYUNE LION'S CLUB**

Motion was made by Council Member Breland, seconded by Council Member Valente to accept donation in the amount of \$4,825 from the Picayune Lion's Club to be used for the Historic District sign.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

AT THIS TIME DIANE MILLER AND JON FILKEN GAVE AN UPDATE ON THE PROGRESS OF THE SIGN ORDINANCE AND THE IMPORTANCE OF ENFORCEMENT

*AT THIS TIME COUNCIL MEMBER GOUGUET EXITED THE MEETING*

**APPROVE REQUEST FROM CHRIS SORTINA FOR A CONDITIONAL USE FOR PROPERTY LOCATED AT 101 RUBY STREET**

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Chris Sortina for a Conditional Use for property located at 101 Ruby Street which is zoned C-2, for an indoor electric go-cart, mini golf, games and concessions business.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Lynn Bumpers and Wayne Gouguet

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME COUNCIL MEMBER GOUGUET RETURNED TO THE MEETING*

**APPROVE REQUEST BRUCE AND SHARON BONNECARRERE FOR A CONDITIONAL USE FOR PROPERTY LOCATED AT 114 GOODYEAR BLVD**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept Planning Commission recommendation to approve request from Bruce and Sharon Bonnacarrere for a Conditional Use for property located at 114 Goodyear Blvd. which is zoned C-2, for use as residential.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SURPLUS OF PUBLIC WORKS VEHICLES**

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request to surplus four Public Works vehicles; unit numbers 186, 306, 252 and 253.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

AT THIS TIME HARVEY MILLER INTRODUCED HEATH STEVENS AS NEW PARKS AND RECREATION DIRECTOR. HE AND DARYL SMITH PRESENTED THE COUNCIL WITH AN UPDATE ON THE SPORTS COMPLEX AT FRIENDSHIP PARK AND ALL THE UPGRADES MADE AT THE OTHER CITY PARKS.

**AUTHORIZE CHIEF DAWSEY TO SIGN MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES**

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize Chief Dawsey to sign Memorandum of Understanding with Bureau of Alcohol, Tobacco, Firearms and Explosives in order to provide the Police Department with investigative services at no cost to the City.



**BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES**

**MEMORANDUM OF UNDERSTANDING REGARDING THE  
eTRACE INTERNET BASED FIREARM TRACING APPLICATION**



**Memorandum of Understanding  
between the  
PICAYUNE POLICE DEPARTMENT  
and the  
Bureau of Alcohol, Tobacco, Firearms and Explosives**

**Article I. Purpose and Authority**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their ongoing commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

**Article II. Background**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to

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alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

#### **Article III. Scope**

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

#### **Article IV. Interagency Communications**

REGULAR MEETING APRIL 15, 2014

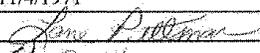
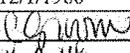
The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: New Orleans Field Division

Address: One Galleria Boulevard  
Suite 1700  
Metairie, Louisiana 70001

	Designated ATF Contact	Alternate ATF Contact
Name:	Para Kaiser	
Title:	Industry Operations Intelligence Specialist	
Phone #:	(504) 841-7129	

Participating Law Enforcement Agency Name: PICAYUNE POLICE DEPARTMENT  
Agency Address: 328 SOUTH MAIN STREET  
PICAYUNE, MS 39466

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	SHANNON PITTMAN	CHRISTA GROOM
Title:	CAPTAIN	DETECTIVE
Phone #:	(601) 798-7411 ext. 401	(601) 798-7411 ext. 406
Email Address:	LPITTMAN@PICAYUNE.MS.US	CHRISTA.GROOM@PICAYUNE.MS.US
Date of Birth:	11/4/1971	12/1/1980
Signature:		
Date:	4-2-14	4-2-14

**Article V. Responsibilities and Procedures**

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above

appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.

2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms and Explosives  
National Tracing Center Division  
244 Needy Road  
Martinsburg, WV 25401  
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 1540  
eMail: eTraceAdmin@atf.gov

**B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:**

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

**Article VI. Conditions**

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The federal government may monitor and audit usage of this system, and all

persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.

- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.
- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112-55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".
- The parties agree that the ATF, National Tracing Center will be designated as the central

recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

**Article VII. Conclusion**

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

				3/21/14
Signature (Chief Law Enforcement Official)	Date	Signature (ATF - Special Agent in Charge or designee)	Date	
BRYAN DAWSEY		Phillip M. Durham		
Name		Name		
CHIEF OF POLICE		Special Agent in Charge		
Title		Title		
PICAYUNE POLICE DEPARTMENT		New Orleans Field Division		
Agency/Department		ATF Field Division		

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE CHIEF DAWSEY TO SIGN MEMORANDUM OF UNDERSTANDING WITH THE IMMIGRATION AND CUSTOMS ENFORCEMENT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize Chief Dawsey to sign Memorandum of Understanding with the Immigration and Customs Enforcement (ICE) for reimbursement of joint operations expenses from the Treasury Fund.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN  
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,  
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE  
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM  
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Picayune, Mississippi, Police Department and Immigration and Customs Enforcement (ICE), SAC New Orleans for the purpose of the reimbursement of costs incurred by the Picayune Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

**I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

**II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

**III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

**IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint investigations led by ICE SAC New Orleans, with the participation of the Picayune Police Department, until terminated, in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

A. **Assignment of Officer(s)**

To the maximum extent possible, the Picayune Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Picayune Police Department shall provide the ICE SAC New Orleans with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Picayune Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC New Orleans, performed by its officer(s) assigned to this joint operation. In addition, the Picayune Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC New Orleans.

The Picayune Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Picayune Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6650 Telecom Dr.  
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Picayune Police Department must submit to ICE SAC New Orleans the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Picayune Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Picayune Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC New Orleans, at the following address: 14091 Customs Blvd., Suite 200, Gulfport, MS, Attn. David Bonnaffons, Ph. 228-214-7001.

**VI. PROGRAM AUDIT**

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Picayune Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

**VII. REVISIONS**

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

**VIII. NO PRIVATE RIGHT CREATED**

This is an internal government agreement between the ICE SAC New Orleans and the Picayune Police Department, and is not intended to confer any right or benefit to any private person or party.

**Signatures:**

\_\_\_\_\_  
Raymond R. Parmer, Jr.  
Special Agent in Charge  
New Orleans, Louisiana

\_\_\_\_\_  
Brian Dawsey  
Chief of Police  
Picayune, Mississippi

Date: \_\_\_\_\_

Date: \_\_\_\_\_

4/c

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO SIGN APPLICATION FOR WAL-MART COMMUNITY GRANT**

Motion was made by Council Member Breland, seconded by Council Member Stevens authorize Mayor to sign application for Wal-Mart Community Grant and all related documents.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE OUT OF STATE TRAVEL FOR CAPT. LAMAR THOMPSON**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve out of state travel for Capt. LaMar Thompson to attend 19<sup>th</sup> National Conference on Child Abuse and Neglect on April 30-May 2, 2014 in New Orleans.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SURPLUS PROPERTY FOR AUCTION**

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve surplus property for auction with proceeds going to the Special Police Drug Fund.



Major Richard Frierson,  
Director of Finance/ Logistics

**PICAYUNE POLICE DEPT.**

328 South Main St. Picayune, Ms 39466

Phone: (601) 798-7411

FAX: (601) 798-7412

CELL: (601) 273-1660

- 44). RG .38 CAL., MODEL RG31, SERIAL #125240
- 45). INTRATEC .22LR, SERIAL #68853
- 46). ROSSI .357 CAL, SERIAL #F037051
- 47). AMBERG MAUSER 98, SERIAL #812
- 48). WINCHESTER 20GA., SERIAL #L1783747
- 49). BROWNING 12GA. , SERIAL #OK812
- 50). AK47 7.62X39MM, CA01276, 1 MAGAZINE
- 51). WINCHESTER 20 GA/912, SERIAL #37592
- 52). HI POINT RIFLE 9MM, SERIAL #B80215
- 53). WINCHESTER 20GA, SERIAL #434062
- 54). HARRINGTON/RICHA 12GA, SERIAL #A45946
- 55). REMINGTON 20GA, SERIAL #L650508X
- 56). LEE ENFIELD .3030, SERIAL #W1509
- 57). MARLIN .22 CAL, MODEL 995, SERIAL #20570250
- 58). MOSSBURG 20GA., SERIAL #6935700
- 59). MOSSBURG 12GA, SERIAL #P961388
- 60). MARLIN 3030 CAL., MODEL 336W, SERIAL #95033415
- 61). AK47 7.62X39MM, SERIAL #1-87268-08 R0
- 62). MOSSBURG 12GA , SERIAL #K882829
- 63). CHAMPION 12GA, SERIAL #UNKNOWN
- 64). ITHACA 20GA PUMP, SERIAL #UNKNOWN
- 65). STEVEN .22CAL, MODEL 62, SERIAL #288610
- 66). MOSSBURG .410GA., SERIAL #UNKNOWN
- 67). MOSSBURG 12GA, MODEL 500A, SERIAL #J766857
- 68). MOSSBURG 12GA, MODEL 500A, SERIAL #T271776
- 69). SAVAGE .22 CAL., MODEL M93R17, SERIAL #922299
- 70). MOSSBURG 12GA, SERIAL #P458288
- 71). LEE PELLET RIFLE, SERIAL #UNKNOWN
- 72). STEVENS 16GA., MODEL 94C, SERIAL #UNKNOWN
- 73). PUMPMaster AIR RIFLE, SERIAL #5110908
- 74). AR-15 , SERIAL #A389357
- 75). SKS POLYTECH RIFLE, SERIAL #863
- 76). NEW ENGLAND 20GA., SERIAL #NH510329
- 77). HI-POINT 9MMX19 MODEL 995, SERIAL #A09681
- 78). MOSSBURG 12GA., SERIAL #H091705
- 79). REMINGTON MODEL 870, SERIAL #B103794U
- 80). SPRINGFIELD 16 GA, SERIAL #X80170
- 81). GLENFIELD .22 CAL, MODEL 60, SERIAL #70285311
- 82). BROWNING .22 CAL., MODEL 22, SERIAL #4T89383
- 83). BROWN & BLACK AIR RIFLE
- 84). PELLET GUN
- 85). MARLIN .22 CAL, SERIAL #10382358
- 86). STEVENS .22 CAL, SERIAL #UNKNOWN
- 87). NEW ENGLAND .410 GA, SERIAL #NC265178
- 88). RUGER .45CAL, SERIAL #66128484
- 89). KONICA MINOLTA MAGICOLOR 2300DL PRINTER, SERIAL #5311057463, WITH TWO CARTRIDGES
- 90). PLANAR MONITOR, SERIAL #AB402B13797
- 91). BROTHER MFC/COPIER/PRINTER/SCAN/FAX, SERIAL #NONE



Major Richard Frierson,  
Director of Finance/ Logistics

**PICAYUNE POLICE DEPT.**

328 South Main St. Picayune, Ms 39466

Phone: (601) 798-7411

FAX: (601) 798-7412

CELL: (601) 273-1660

APRIL 15, 2014

BELOW IS A LIST OF ITEMS THAT ARE EITHER UN-REPAIRABLE OR UNUSABLE AND FORFEITED WEAPONS THAT ARE BEING REQUESTED TO BE SENT TO SURPLUS WITH PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

- 01). TOSHIBA LAPTOP, SERIAL #16146120Q
- 02). TOSHIBA LAPTOP, SERIAL #15213834K
- 03). TOSHIBA LAPTOP, SERIAL #35238443K
- 04). GATEWAY LAPTOP, SERIAL #1QA15003820
- 05). GATEWAY LAPTOP, SERIAL #1QA15003671
- 06). GATEWAY LAPTOP, SERIAL #1MA65115401
- 07). DELL LAPTOP, SERIAL #J1J3BK1
- 08). BROTHER INTELLIFAX, SERIAL #U61639K7J721390
- 09). VIEWSONIC MONITOR, SERIAL #Q78073161011
- 10). EMERSON TV, SERIAL #LC320EM2
- 11). POLAROID TV, SERIAL #JR7E8186710009282
- 12). GATEWAY LAPTOP, SERIAL #H040483689
- 13). GATEWAY DOCKING STATION, SERIAL #GWTF830JS9W
- 14). CLERKE 1<sup>ST</sup>.32 SERIAL, #790674
- 15). DAVIS P380 .380 CAL/MAG, SERIAL #AP243913
- 16). COLT .45 , SERIAL #32917G70, SCOPE/2 MAGAZINES
- 17). LORCIN .380 142555, 2 MAGAZINES
- 18). HIGH STANDARD .22 CAL, SERIAL #1904842
- 19). BARETTA .25 DQL MODEL/950, SERIAL #G13783
- 20). LORCIN .380 MODEL L380, SERIAL #442887, 1 MAGAZINE
- 21). GUARDIAN .25CAL, SERIAL #G803391
- 22). COLT .357 CAL. MODEL MKIII, SERIAL #7552J
- 23). ROSSI .38 CAL. MODEL 38SPE, SERIAL #AA005868
- 24). PHOENIX ARMS .25 RAVEN, SERIAL #3203170
- 25). F.I.E. SPP .380, SERIAL #B29822
- 26). NORTH AMERICAN .22, SERIAL #V91845
- 27). JIMENEZ ARMS .22, SERIAL #1140938
- 28). TAURUS .45, MODEL PT145, SERIAL #NAN27755
- 29). F.I.E. .38 CAL., SERIAL #ST11356
- 30). BRYCO ARMS .380 CAL., SERIAL #267377
- 31). JENNINGS .38 CAL, SERIAL #1028357
- 32). TAURUS .40 CAL, MODEL PT140, SERIAL #SZ659963
- 33). LORCIN .380 CAL, MODEL LH380, SERIAL #LH00505
- 34). BROWNING .22 CAL, SERIAL #655NF21722, NYLON HOLSTER
- 35). STARR 9MM CAL., SERIAL #1844296
- 36). DAVIS IND. .380 CAL, MODEL P380, SERIAL #AP264860
- 37). TAURUS .40 CAL, MODEL PT640, SERIAL #SET67933
- 38). CHARTER 2000 .44 CAL SPEC, SERIAL #44489
- 39). LUGER 9MM, SERIAL #A058672
- 40). BERETTA .22 CAL, SERIAL #74020CC, LEATHER HOLSTER
- 41). BERETTA 9MM MODEL 92F, SERIAL #BER0453810
- 42). RUGER 9MM, MODEL P89, SERIAL #S05-92553, 1 MAGAZINE
- 43). LORCIN .25 CAL., MODEL L25, SERIAL #161078

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT**

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

**STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER**

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **April 16, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Joe Pascal** 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-16** 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 16, 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, 203 Goodyear Blvd, 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:

As to Lessor: City Manager  
203 Goodyear Blvd.  
Picayune, MS 39466

At to Lessee: Joe Pascal  
921 West Lakeshore Dr.  
Carrier MS 39426  
601-347-8222

WITNESS the signatures of the parties hereto, this the 16 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 Ed Pinero, Council Members Valente, Stevens, Breland and Gouguet

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADJOURN**

Motion was made by Council Member Breland, seconded by Council Member Valente to adjourn.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk