

**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, June 17, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

AT THIS TIME PARKS DIRECTOR, HEATH STEVENS, PRESENTED BILLY VAUGHN, BASEBALL DIRECTOR OF GULF SOUTH USSSA, WITH A KEY TO THE CITY

ORDER TO APPROVE MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated June 3, 2014 with a correction to show that Council Member Breland voted no on appointing Planning Commission members.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

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

Run: 6/09/2014 @ 8:58 AM Page: 1

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
Def 422540	5/05/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001052	30526		ITEMS FOR LESS/ HOBBY AND GIFT	2013-2014 PRIV LICENSE	20.00	5/05/2014
Def 422854	5/06/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30531		FRANK & RHONDA'S ANTIQUES&FLEA MARKET	2013-2014 PRIV LICENSE	20.00	5/12/2014
Def 422978	5/06/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		28359		BOUDREAUX'S AUTOMOTIVE & TIRE SHOP	2013-2014 priv license	23.40	5/12/2014
Def 423294	5/07/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30539		DISCOUNT AUTOMOTIVE & TIRE	2013-2014 PRIV LICENSE	20.00	5/12/2014
Def 423592	5/08/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0010260	05530		CRESSIIONNIE, JEFFERY S	2012-2013	24.20	5/12/2014
Def 423605	5/08/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0005530	05530		CRESSIIONNIE, JEFFERY S	2013-2014 PRIV LICENSE	24.20	5/12/2014
Def 424683	5/12/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0000002	30552		PRC STRENGTH & CONDITIONING, SEW SASSY	2013-2014 PRIV LICENSE	20.00	5/27/2014
Def 424691	5/12/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30553			2013-2014 PRIV LICENSE	20.00	5/27/2014
Def 425776	5/16/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30564		RAGS TO RICHES	2013-2014 PRIV LICENSE	20.00	5/27/2014
Def 426751	5/21/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001335	28025		INDUSTRIAL TRANSPORTATION	2013-2014 PRIV LICENSE	30.00	5/27/2014
Def 426754	5/21/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0013354	05416		INDUSTRIAL FABRIC INC	2013-2014 PRIV LICENSE	30.00	5/27/2014
Def 427835	5/29/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check		17409		JACOB'S WELL,	2013-2014 PRIV LICENSE	0.00	6/09/2014
Def 427917	5/30/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001134	30606		SKYE-STAR PRODUCTIONS	2013-2014 PRIV LICENSE	20.00	6/09/2014
										271.80	

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

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

REPORT OF PUBLIC RECORDS REQUESTS MAY 2014				
	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
05/31/14	PICAYUNE HOUSING AUTHORITY	# 4 FINGERPRINTS	05/31/14	APPROVED
05/30/14	ANNETTE LYONS	RECORDS CHECK	05/30/14	APPROVED
05/30/14	ROBIN NICHOLSON	RECORDS CHECK	05/30/14	APPROVED
05/30/14	MARY TROTTER	ACCIDENT REPORT # 2014-05-1882	05/30/14	APPROVED
05/30/14	JENNIE ROBERTS	ACCIDENT REPORT # 2014-05-0794	05/30/14	APPROVED
05/29/14	WILLIAM DEAL	ACCIDENT REPORT # 2014-05-2203	05/29/14	APPROVED
05/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1882	05/29/14	APPROVED
05/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2466	05/29/14	APPROVED
05/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-0479	05/29/14	APPROVED
05/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-05-1223	05/29/14	APPROVED
05/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-01-1770	05/29/14	APPROVED
05/29/14	TYRE HARALSON	RECORD CHECK	05/29/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1848	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1720	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT #2014-04-2111	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1861	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1584	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1658	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1741	05/28/14	APPROVED
05/28/14	CARR INSURANCE	ACCIDENT REPORT # 2014-04-1461	05/28/14	APPROVED
05/27/14	COURTNEY BURGE	ACCIDENT REPORT # 2014-05-1882	05/27/14	APPROVED
05/27/14	JENNIFER LABRUZZO	ACCIDENT REPORT # 2014-05-0983	05/24/14	APPROVED
05/27/14	LINDSEY HOGSTON	ACCIDENT REPORT # 2014-05-2042	05/27/14	APPROVED
05/27/14	DANIEL CRUMPLER	ACCIDENT REPORT # 2014-04-2283	05/27/14	APPROVED
05/23/14	PAUL DOUGLAS KISELA	RECORDS CHECK	05/23/14	APPROVED
05/22/14	CINDY WEISKOPF	ACCIDENT REPORT # 2014-05-1209	05/22/14	APPROVED
05/23/14	CARR INSURANCE	ACCIDENT REPORT # 2014-05-1741	05/23/14	APPROVED
05/23/14	CARR INSURANCE	ACCIDENT REPORT # 2014-05-1741	05/23/14	APPROVED
05/23/14	KELLY & DONNA AUSTIN	RECORD'S CHECK X 2	05/23/14	APPROVED
05/22/14	MONIQUE R BURAS	RECORDS CHECK FINGER PRINTS	05/22/14	APPROVED
05/22/14	MINNIE M JONES	RECORDS CHECK	05/22/14	APPROVED
05/22/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/22/14	APPROVED
05/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0415	05/16/14	APPROVED
05/21/14	FBI INC	RECORDS CHECK	05/21/14	APPROVED
05/21/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/21/14	APPROVED
05/21/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-2474	05/21/14	APPROVED
05/21/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-05-0794	05/21/14	APPROVED
05/21/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-05-0656	05/21/14	APPROVED
05/20/14	UNITED STATES DISTRICT COURT	RECORDS CHECK ON JAMES DONAHOO	05/20/14	APPROVED
05/20/14	AUTUMN & GIOACHANNI VOTANO	RECORDS CHECK X 2	05/20/14	APPROVED
05/20/14	JAMES JENKINS	RECORDS CHECK	05/20/14	APPROVED
05/20/14	KRISTIAN ROBERTS	ACCIDENT REPORT # 2014-05-0794	05/20/14	APPROVED

REGULAR MEETING JUNE 17, 2014

05/19/14	KAYLA HOGAN	RECORDS CHECK	05/19/14	APPROVED
05/16/14	LESLIE PATRICK SPIER	RECORD'S CHECK	05/16/14	APPROVED
05/16/14	DARLENE ARCHER	ACCIDENT REPORT # 2014-04-2111	05/16/14	APPROVED
05/16/14	WILLIAM ARCHER	RECORDS CHECK	05/16/14	APPROVED
05/16/14	ANDREA SPIERS	FINGERPRINTS & RECORD CHECK	05/16/14	APPROVED
05/15/14	PCA INVESTIGATIONS LLC	INCIDENT REPORT # 2014-04-2120	05/15/14	APPROVED
05/16/14	WILLIAM COLLINS	ACCIDENT REPORT # 2014-04-2111	05/16/14	APPROVED
05/16/14	LAW OFFICES OF CRAIG S SOSSAMAN	ACCIDENT REPORT # 2014-05-0127	05/16/14	APPROVED
05/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0034	05/16/14	APPROVED
05/15/14	ROBERT CARR	ACCIDENT REPORT # 2014-05-0656	05/15/14	APPROVED
05/15/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-1829	05/15/14	APPROVED
05/15/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/15/14	APPROVED
05/15/14	WENDY ARCHER	ACCIDENT REPORT # 2014-05-0134	05/15/14	APPROVED
05/15/14	CITY OF BILOXI	RECORDS CHECK	05/15/14	APPROVED
05/14/14	MS LAW ENFORCEMENT OFFICER'S TRAINING ACADEMY	ACCIDENT REPORT # 2014-01-1772	05/14/14	APPROVED
05/13/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 3	05/13/14	APPROVED
05/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0408	05/12/14	APPROVED
05/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0936	05/12/14	APPROVED
05/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1903	05/12/14	APPROVED
05/09/14	HANCOCK CO YOUTH COURT	RECORDS CHECK X 3	05/09/14	APPROVED
05/09/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/09/14	APPROVED
05/09/14	YOWANDA PERKINS	RECORDS CHECK FOR WOODLAND VILLAGE	05/09/14	APPROVED
05/01/14	MURRY FORSMAN	ACCIDENT REPORT # 2014-05-0349	05/09/14	APPROVED
05/09/14	BOBBY CARTER	INCIDENT REPORT # 2014-05-0557	05/09/14	APPROVED
05/09/14	BARBARA SCHOMMER	ACCIDENT REPORT # 2014-05-0423	05/09/14	APPROVED
05/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1867	05/08/14	APPROVED
05/08/14	ROBERT ROBINSON	ACCIDENT REPORT # 2014-02-0971	05/08/14	APPROVED
05/08/14	WILLIAMS, WILLIAMS & MONTGOMERY PA	ACCIDENT REPROT # 2010-10-0911	05/08/14	APPROVED
05/08/14	SUMMER ZULLI	ACCIDENT REPORT # 2014-05-0134	05/08/14	APPROVED
05/08/14	DEPT OF HUMAN SERVICES	RECORDS CHECK X 2	05/08/14	APPROVED
05/08/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/08/14	APPROVED
05/07/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/07/14	APPROVED
05/07/14	MARTHA CITTADINA	ACCIDENT REPORT # 2014-05-0479	05/07/14	APPROVED
05/07/14	MCDONALD, PATCH, & BRYAN PLLC	ACCIDENT REPORT # 2014-02-0673	05/07/14	APPROVED
05/07/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0057	05/07/14	APPROVED
05/01/14	HANCOCK CO YOUTH COURT	RECORDS CHECK	05/01/14	APPROVED
05/06/14	MELISSA CREGO	RECORD'S CHECK FOR WOODLAND VILLAGE	05/06/14	APPROVED
05/06/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-1864	05/06/14	APPROVED
05/06/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-02-1913	05/06/14	APPROVED
05/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2345	05/06/14	APPROVED
05/06/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-2443	05/06/14	APPROVED
05/06/14	LESHARA LEE	RECORDS CHECK	05/06/14	APPROVED
05/06/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/06/14	APPROVED
05/05/14	WYKEYA MCDONALD	RECORDS CHECK	05/05/14	APPROVED
05/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2134	05/05/14	APPROVED
05/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2310	05/05/14	APPROVED
05/05/14	CHRISTOPHER CECIL	ACCIDENT REPORT # 2014-04-0804	05/05/14	APPROVED
05/05/14	EDEN WELCH FOR BARRY SCHMALZ	ACCIDENT REPORT # 2014-04-1903	05/05/14	APPROVED
05/02/14	MARIAN TREADWAY	RECORDS CHECK	05/02/14	APPROVED
05/001/14	AMANDA SLAYDON	ACCIDENT REPORT # 2014-01-1105	05/01/14	APPROVED

REGULAR MEETING JUNE 17, 2014

05/01/14	MISSISSIPPI HIGHWAY PATROL	RECORDS CHECK ON GEORGE GALLARDO	05/01/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CITY MANAGER JIM LUKE

Motion was made by Council Member Breland, seconded by Council Member Valente to approve out of state travel for Jim Luke to attend Information Sharing Conference in Greensboro, NC, on September 7-10, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

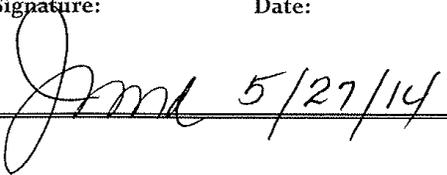
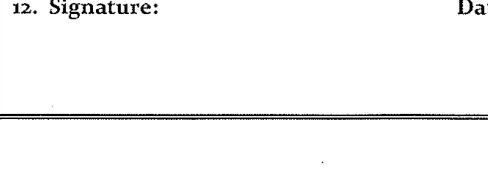
ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT MS STOP VIOLENCE AGAINST WOMEN PROGRAM GRANT FROM MS DEPARTMENT OF PUBLIC SAFETY

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the MS Stop Violence Against Women Program Grant award of \$45,930.38 from MS Department of Public Safety Division of Public Safety Planning.

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
 1025 Northpark Drive
 Ridgeland, MS 39217
 Phone: (601) 987-4990 Fax: (601) 987-4154

1. Name, Address, & Phone Number: City of Picayune Police Department 815 N. Beech Street Picayune, Ms 39466	2. Effective Date 07/01/14 3. Subgrant Number: 13SL2291 4. Grant Identifier: (Funding Source & Year) 2013-WF-AX-0011 5. Beginning & Ending Dates: 07/01/14-06/30/15 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other																																																																																						
7. The following funds are obligated:																																																																																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Budget Category</th> <th colspan="6">Source of Funds</th> <th rowspan="2">Total Program Budget</th> </tr> <tr> <th>Federal</th> <th>%</th> <th>State/Local</th> <th>%</th> <th>In-Kind</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Personnel</td> <td style="text-align: right;">\$ 24,148.80</td> <td style="text-align: center;">75</td> <td style="text-align: right;">\$ 8,049.60</td> <td style="text-align: center;">25</td> <td></td> <td></td> <td style="text-align: right;">\$ 32,198.40</td> </tr> <tr> <td>Fringe Benefits</td> <td style="text-align: right;">\$ 10,298.99</td> <td style="text-align: center;">75</td> <td style="text-align: right;">\$ 3,432.99</td> <td style="text-align: center;">25</td> <td></td> <td></td> <td style="text-align: right;">\$ 13,731.98</td> </tr> <tr> <td>Equipment</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Travel</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Operating Expenses</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractual Services</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Miscellaneous</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Indirect Costs</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ 34,447.79</td> <td style="text-align: center;">75</td> <td style="text-align: right;">\$ 11,482.59</td> <td style="text-align: center;">25</td> <td></td> <td></td> <td style="text-align: right;">\$ 45,930.38</td> </tr> </tbody> </table>	Budget Category	Source of Funds						Total Program Budget	Federal	%	State/Local	%	In-Kind	%	Personnel	\$ 24,148.80	75	\$ 8,049.60	25			\$ 32,198.40	Fringe Benefits	\$ 10,298.99	75	\$ 3,432.99	25			\$ 13,731.98	Equipment								Travel								Operating Expenses								Contractual Services								Miscellaneous								Indirect Costs								TOTAL	\$ 34,447.79	75	\$ 11,482.59	25			\$ 45,930.38	
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8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. Attachment A - Statement of Special Conditions Attachment C - Certification Regarding Debarment, etc. Attachment B - Standard Assurances Attachment D - Certification Regarding Lobbying Attachment E - Drug-Free Workplace Certification (When Applicable)																																																																																							
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE																																																																																						
9. Typed Name & Title of Approving DPSP Official: Joyce Word Office Director	10. Typed Name & Title of Authorized Subgrantee Official: Ed Pinero, Jr. Mayor																																																																																						
11. Signature: 	12. Signature: 																																																																																						
Date: 5/27/14	Date:																																																																																						

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ADOPT ORDINANCE 913 TO ELIMINATE SMOKING AT ALL WORKPLACES AND PUBLIC PLACES WITHIN THE CITY

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to adopt Ordinance 913 to Eliminate Smoking at All Workplaces and Public Places within the City of Picayune.

ORDINANCE NUMBER 913

OF THE

CITY OF PICAYUNE, MISSISSIPPI

**AN ORDINANCE AMENDING ORDINANCE NO. 613 GRANTING THE
MAYOR AND CITY COUNCIL TO ALLOW VEHICULAR PARKING ON AND ALONG
A PORTION OF GOODYEAR BOULEVARD**

WHEREAS, the City Council adopted and enacted Ordinance No. 613 which prohibited vehicular parking on and along the full length of Goodyear Boulevard between the hours of 9:00 p.m. and 6:00 a.m..

WHEREAS, current City of Picayune Comprehensive Plan has identified a significant portion of Goodyear Boulevard for future land use as a Mixed Use District - Downtown District.

WHEREAS, the City of Picayune Comprehensive Plan defines as one of the future uses of the Downtown District as, "Public uses, such as city, county, state and federal offices, public parks and community centers."

WHEREAS, the City of Picayune has acquired the site of the former Crosby Memorial/Highland Community Hospital and has demolished the old hospital building(s) located thereon.

WHEREAS, the site of the former Crosby Memorial/Highland Community Hospital is located on Goodyear Boulevard.

WHEREAS, the intent of the City of Picayune is to develop the site of the former Crosby Memorial/Highland Community Hospital as a public park, walking track, green space and other related art and cultural uses consistent with future land uses consistent with the Downtown District set out in the City of Picayune Comprehensive Plan.

WHEREAS, the various uses have been developed on and along a portion of Goodyear Boulevard that are consistent with the future land uses identified Downtown District of the City of Picayune Comprehensive Plan.

WHEREAS, these land uses located on and along a portion of Goodyear Boulevard require access to public vehicular parking between the hours of 9:00 p.m. and 6:00 a.m.

WHEREAS, the conditions since the enactment of Ordinance No. 613 have changed with regard to need of public vehicular parking between the hours of 9:00 a.m. and 6:00 p.m.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, to allow public vehicular parking on and along a portion of Goodyear Boulevard between the hours of 9:00 p.m. and UP TO 12:00 p.m. as set forth more fully hereafter, to-wit:

SECTION - ONE

1. The following definitions shall apply to this Ordinance, to-wit:
 - A. "Vehicle" shall mean any device in, upon or by which a person or property is or may be transported upon a highway, road or street, excepting devices moved by human power; motorized or battery powered wheel chairs; or, used exclusively upon stationary rails or tracks.

- B. "Public Parking" shall mean those public places under the authority, ownership and/or control by the City of Picayune and designated by the City of Picayune for the temporary parking of any vehicle.
- C. "Portion of Goodyear Boulevard" shall mean that part of Goodyear Boulevard, located in the City of Picayune, between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood Street and Goodyear Boulevard and that part of Goodyear Boulevard, located in the City of Picayune, between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard.
- D. "Person" shall mean any individual, partnership, corporation, association or other legal entity whatsoever.

SECTION - TWO

1. The Mayor and City Council of the City of Picayune is hereby vested with the authority to allow the Planning and Zoning Department to take application to allow vehicles to utilize public parking which is situated in the center of and adjacent to that portion of Goodyear Boulevard located between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood Street and Goodyear Boulevard and that part of Goodyear Boulevard, located between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard Street between the hours of 9:00 p.m. and up to 11:00 p.m. from Sunday through Thursday.
2. The Mayor and City Council of the City of Picayune is hereby vested with the authority to allow vehicles to utilize public parking which is situated in the center of and adjacent to that portion of Goodyear Boulevard located between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood Street and Goodyear Boulevard and that part of Goodyear Boulevard, located between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard Street between the hours of 9:00 p.m. and up to 12:00 p.m. from Friday and Saturday.
3. The Mayor and City Council may direct the City of Picayune Zoning Department through the direction of the City Manager to issue a permit allowing a person or persons to park their vehicles in the public parking spaces located in the center of and adjacent to that certain portion of Goodyear Boulevard described in this Ordinance for the times set forth above depending on the day(s) of the week for which said permit is being sought by said person or person(s). Only one permit per month shall be issued under this Ordinance. Said permit shall be obtained 45 days in advance prior to date of permit. In considering whether to issue an Executive Order, the City Manager or his/her designee shall consider the overall safety of the public; the safety of the residents residing in the areas on and around Goodyear Boulevard; the amount of traffic and noise to be generated if such approval is granted; the risk of injury should such approval be granted; whether an increase in police presence would be required; and, any other factors relevant to the issuance of said Executive Order.
4. Exempt from obtaining a permit under this Ordinance is Events by Government, Schools, Churches and approved Parades.
5. A copy of the written permit issued pursuant to this Ordinance shall be transmitted to Office of the City Manager, with a copy also being transmitted to the Picayune Police Department and the Code Enforcement Officer.
6. The person or persons to whom said permit is issued shall comply and obey the laws of the State of Mississippi, the United States of America and the Ordinances

of the City of Picayune.

SECTION - THREE

1. This remaining provisions of Ordinance No. 613 which have not been amended by the terms of this Ordinance shall remain in full force and effect.

SECTION - FOUR

SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section , clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall take effect and be in force after receiving affirmative vote of the majority of the members present.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Stevens, seconded by Council member Gouguet, and voted upon as follows:

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

VOTING NAY: None.

NOT VOTING: None.

NOT PRESENT: None.

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 17th day of June 2014.

ED PINERO, Mayor

ATTEST:

City Clerk

Published: June 26, 2014

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTIONS TO ASSESS TAX LIENS IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to authorize Mayor's signature on resolutions to assess tax liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerk's office for 201 Williams Ave. PPIN 23947 and to impose penalty as per House Bill 768 July 1, 2009. Property currently assessed to Louise Cockern.

**BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE
PEARL RIVER COUNTY, MISSISSIPPI**

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property:
201 Williams Avenue
Picayune, Ms 39466
Owner: Victory Temple
Worship Center Trustees**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, August 6, 2013 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss. Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range: 06S, 15, 17W

PIN#: 023947

Parcel Number: 6176150010500300

Deed Book/Page: 580/370

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

1. Labor costs \$1,393.91
 2. Fuel costs \$469.10
 3. Costs of Equipment \$3,532.75
 4. Administrative Costs \$400.00
 5. Dump fees \$0
- Total: \$5,795.76

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$5,795.76, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$5,795.76 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2014.

MAYOR

ATTEST:

CITY CLERK

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR LAMAR THOMPSON, MATTHEW ROBERTS, CHRISTOPHER WAGNER AND MATTHEW PETREE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve out of state travel for LaMar Thompson, Matthew Roberts, Christopher Wagner and Matthew Petree for the purpose of attending Incident Response to Terrorists Bombings Training at Energetic Materials Research & Testing Center (EMRTC) in Socorro, NM July 21-21, 2014 at no cost to the City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR FIRE MARSHALL PAT WEAVER

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve out of state travel for Fire Marshall Pat Weaver to Myrtle Beach, SC, October 13-17, 2014, for the purpose of recertification of Arson Dog, Joanie.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND CHARLIE E AND BETINA A DODD

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

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER**

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **17th day of June, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Charlie E. and Mrs. Betina A. Dodd** 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. I-4** 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 **monthly**, with the term to begin on the **17th day of June 2014** and continue thereafter monthly 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 in advance on the first day of each 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:

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

At to Lessee Charles E and Betina A Dodd
14314 Owl Point Ave,
El Paso, TX 79938-5103
334-447-8903

WITNESS the signatures of the parties hereto, this the _____ day of June, 2014

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND EUGENE TEMPLET

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

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **17th day of June, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Eugene Templet** 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-6** 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 the **17th day of June 2014** and continue thereafter monthly 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 in advance on the first day of each 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 JUNE 17, 2014

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

At to Lessee: Eugene Templet
609 Amadillo Run
Pearl River, LA 70452
985-607-4177

WITNESS the signatures of the parties hereto, this the _____ day of June, 2014

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk