

**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, January 6, 2015, 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 Jon 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 December 2, 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.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly budget reports for the month of November and December 2014.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 11/30/2014**

Run: 12/30/2014 at 9:45 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	500,000	0	0	83,333	(83,333)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	20,550	41,850	13,110	28,740	53
351-000-341.02-000-000 GROUND LEASES	12,480	0	0	2,080	(2,080)	0
351-000-374.00-000-000 FUEL SALES	4,000	438	716	667	49	18
Total Revenues	595,140	20,988	42,566	99,190	(56,624)	7
Expenditures						
Airport Expenses						
PERSONNEL	57,868	4,087	8,161	9,644	1,483	14
SUPPLIES	6,300	0	0	1,050	1,050	0
OUTSIDE SERVICES	55,756	21,147	22,269	9,291	(12,978)	40
CAPITAL OUTLAY	0	0	0	(488,333)	(488,333)	0
Total Airport Expenses	119,924	25,234	30,430	(438,348)	(468,778)	25
Total Expenditures	119,924	25,234	30,430	(438,348)	(468,778)	25
Excess Revenue Over (Under) Expenditures	475,216	(4,246)	12,136	537,538	412,154	3

CF Statement of Activity - MTD and YTD with Budget
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For 11/30/2014

Run: 12/30/2014 at 9:45 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	36	83	0	83	0
406-000-340.00-000-000 INTEREST INCOME	200	25	50	33	17	25
406-000-355.00-000-000 MISCELLANEOUS INCOME	350	0	0	58	(58)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	11,500	11,500	0	17
406-000-392.00-000-000 SALE OF LOTS	20,000	1,440	4,167	3,333	834	21
Total Revenues	89,550	7,251	15,800	14,924	876	18
Expenditures						
Cemetery Expenses						
PERSONNEL	76,355	3,546	7,045	12,726	5,681	9
SUPPLIES	7,987	287	677	1,332	655	8
OUTSIDE SERVICES	3,300	90	182	550	368	6
Total Cemetery Expenses	87,642	3,923	7,904	14,608	6,704	9
Total Expenditures	87,642	3,923	7,904	14,608	6,704	9
Excess Revenue Over: (Under) Expenditures	1,908	3,328	7,896	316	(5,828)	414

10

**ED Statement of Activity - MTD and YTD with Budget
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For 11/30/2014**

Run: 12/30/2014 at 9:45 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	104	196	42	154	79
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	0	2,747	0	2,747	0
110-043-341.00-000-000 RENT	67,875	0	0	11,313	(11,313)	0
110-402-260.00-000-000 SALES TAX-TOURISM	415,800	33,394	67,800	69,167	(1,367)	16
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	160	395	417	(22)	16
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,138	200	700	190	510	62
110-402-314.06-000-000 PARK TOURNAMENT FEES	550	0	0	92	(92)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	17	(17)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM IMPROVEMENTS	250	15	27	42	(15)	11
110-402-346.01-000-000 PARK FUNDRAISER	0	0	1,000	0	1,000	0
Total Revenues	104,500	0	72,865	17,417	(17,417)	0
	592,163	33,873		98,697	(25,832)	12
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	380	760	833	73	15
CAPITAL OUTLAY	100,001	63,427	66,078	100,001	33,923	66
Total Sale of Lots Expenses	105,001	63,807	66,838	100,834	33,996	64
Recreation Expenses						
PERSONNEL	124,465	9,388	18,222	20,745	2,523	15
SUPPLIES	45,000	5,340	6,751	7,499	748	15
OUTSIDE SERVICES	140,947	9,939	18,893	23,491	4,598	13
CAPITAL OUTLAY	3,891	760	1,260	3,891	2,631	32
Total Recreation Expenses	314,303	25,427	45,126	55,626	10,500	14
Retirement/Development Expenses						
Total Expenditures	419,304	89,234	111,964	156,460	44,496	27
Excess Revenue Over (Under) Expenditures	172,859	(55,361)	(39,099)	(57,763)	(70,328)	(23)

GF Statement of Activity - MTD and YTD with Budget
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Run: 12/30/2014 at 9:46 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,290,836	279	661	215,139	(214,478)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	226,443	15,763	32,768	37,741	(4,973)	14
001-000-202.00-000-000 PERSONAL TAXES	366,947	0	18	61,140	(61,140)	0
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	167	(167)	0
001-000-210.00-000-000 PENALTIES & INTEREST	24,588	798	1,352	4,098	(2,747)	6
001-000-214.00-000-000 TAX COLLECTION COSTS	65,133	562	1,153	10,896	(9,703)	2
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	670	4,269	6,276	(2,007)	11
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	225	225	638	(413)	6
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	662,686	36,118	191,127	110,448	80,679	29
001-000-222.00-000-000 BUILDING PERMITS	55,000	6,512	19,596	9,167	10,429	36
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	8,000	0	0	1,333	(1,333)	0
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	0	3,333	(3,333)	0
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	(39,000)	(39,000)	0	(39,000)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	4,583	(4,583)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	1,443	(1,443)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	0	2,917	(2,917)	0
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	150,000	0	0	25,000	(25,000)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,170,045	371,936	739,617	695,008	44,609	18
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	9,356	(9,356)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	171	353	3,331	(2,978)	2
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	305	(305)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	0	2,500	(2,500)	0
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	1,974	4,079	36,667	(32,588)	2
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	111,522	20,116	91,406	92
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	861	1,603	2,167	(564)	12
001-000-330.00-000-000 COURT FINES & FEES	303,000	19,447	41,855	50,500	(8,645)	14
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,614	4,609	3,750	859	20
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	2,000	52	131	333	(202)	7
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	100	25	96	17	79	96
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	873	1,618	1,700	(82)	16
001-000-340.00-000-000 INTEREST EARNED	20,000	340	735	3,333	(2,588)	4
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	440	500	2,333	(1,833)	4
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	80,879	0	17,000	13,480	3,520	21
001-000-393.04-000-000 SALE OF SCRAP METAL- MAINTENANCE	0	0	184	0	184	0
Total Revenues	8,035,143	419,680	1,136,091	1,339,193	(203,103)	14
Expenditures						
Municipal Council Expenses						
PERSONNEL	67,163	5,064	9,655	11,194	1,539	14
SUPPLIES	500	0	420	83	(337)	84

12

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 11/30/2014**

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
OUTSIDE SERVICES	54,750	10,534	13,653	9,124	(4,529)	25
CAPITAL OUTLAY	1,449	1,449	1,449	1,449	0	100
Total Municipal Council Expenses	123,862	17,047	25,177	21,850	(3,327)	20
Municipal Court Expenses						
PERSONNEL	268,606	19,604	39,377	44,769	5,392	15
SUPPLIES	4,250	270	270	709	439	6
OUTSIDE SERVICES	68,125	6,302	12,251	11,354	(897)	18
Total Municipal Court Expenses	340,981	26,176	51,898	56,832	4,934	15
City Attorney Expenses						
PERSONNEL	19,616	742	1,403	3,269	1,866	7
OUTSIDE SERVICES	20,000	186	1,804	3,333	1,529	9
Total City Attorney Expenses	39,616	928	3,207	6,602	3,395	8
City Manager Expenses						
PERSONNEL	98,290	7,567	14,887	16,383	1,496	15
SUPPLIES	6,000	188	283	999	716	5
OUTSIDE SERVICES	15,300	792	1,355	2,549	1,194	9
Total City Manager Expenses	119,590	8,547	16,525	19,931	3,406	14
General Services Expenses						
PERSONNEL	17,307	1,321	2,550	2,884	334	15
SUPPLIES	7,700	446	712	1,283	571	9
OUTSIDE SERVICES	200,173	68,932	128,683	33,362	(95,321)	64
Total General Services Expenses	225,180	70,699	131,945	37,529	(94,416)	59
Financial Expenses						
PERSONNEL	141,525	10,923	21,379	23,589	2,210	15
SUPPLIES	7,500	365	671	1,250	579	9
OUTSIDE SERVICES	69,625	2,113	5,116	11,504	6,488	7
Total Financial Expenses	218,650	13,401	27,166	36,443	9,277	12
Grant Expenses						
PERSONNEL	20,793	1,608	3,122	3,465	343	15
SUPPLIES	4,000	48	48	687	619	1
OUTSIDE SERVICES	7,950	279	1,221	2,159	938	15
Total Grant Expenses	32,743	1,935	4,391	6,291	1,900	13
Code Enforcement Expenses						
PERSONNEL	150,905	11,777	22,987	25,152	2,155	15
SUPPLIES	4,300	316	919	717	(202)	21
OUTSIDE SERVICES	41,650	8,275	11,828	6,942	(4,884)	28
Total Code Enforcement Expenses	196,855	20,368	35,742	32,811	(2,931)	18
Police Administration Expenses						
PERSONNEL	126,602	9,897	19,900	21,101	1,201	16
SUPPLIES	7,500	841	955	1,250	295	13
OUTSIDE SERVICES	56,025	3,388	10,060	9,337	(723)	18
CAPITAL OUTLAY	8,657	0	0	1,443	1,443	0

13

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 11/30/2014**

Run: 12/30/2014 at 9:45 AM

Page: 3

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Police Administration Expenses	198,784	14,126	30,915	33,131	2,216	16
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,398,337	111,703	208,793	233,057	24,264	15
SUPPLIES	136,750	8,309	16,127	22,792	6,665	12
OUTSIDE SERVICES	100,906	6,375	18,211	16,818	(1,393)	18
Total Patrol & Investigations Expenses	1,635,993	126,387	243,131	272,667	29,536	15
<u>Domestic Violence Grant Expenses</u>						
SUPPLIES	1,000	0	0	167	167	0
Total Domestic Violence Grant Expenses	1,000	0	0	167	167	0
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	170,227	11,463	21,773	28,372	6,599	13
SUPPLIES	61,500	3,679	7,097	10,251	3,154	12
OUTSIDE SERVICES	15,500	141	425	2,583	2,158	3
Total Custody of Prisoners Expenses	247,227	15,283	29,295	41,206	11,911	12
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	357,332	29,430	53,846	59,557	5,711	15
SUPPLIES	6,500	0	0	1,084	1,084	0
OUTSIDE SERVICES	20,300	231	3,023	3,384	361	15
Total Records & Communications Expenses	384,132	29,661	56,869	64,025	7,156	15
<u>School Patrol Expenses</u>						
PERSONNEL	173,763	13,966	26,697	28,962	2,265	15
SUPPLIES	6,000	743	1,343	1,000	(343)	22
OUTSIDE SERVICES	3,750	212	425	625	200	11
Total School Patrol Expenses	183,513	14,921	28,465	30,587	2,122	16
<u>Animal Control Expenses</u>						
PERSONNEL	30,601	2,361	4,555	5,102	547	15
SUPPLIES	2,780	190	457	464	(33)	18
OUTSIDE SERVICES	42,650	3,425	7,850	2,941	(4,909)	18
Total Animal Control Expenses	76,031	5,976	12,902	8,507	(4,395)	17
<u>Fire Department Expenses</u>						
PERSONNEL	2,006,143	154,555	300,441	334,357	33,916	15
SUPPLIES	54,600	3,473	5,415	9,100	3,685	10
OUTSIDE SERVICES	82,889	7,761	17,482	13,815	(3,667)	21
Total Fire Department Expenses	2,143,632	165,789	323,338	357,272	33,934	15
<u>Streets & Drainage Expenses</u>						
PERSONNEL	328,630	25,350	48,385	54,773	6,388	15
SUPPLIES	169,105	11,838	26,269	28,184	1,915	16
OUTSIDE SERVICES	302,050	26,483	57,972	50,341	(7,631)	19
CAPITAL OUTLAY	49,500	(3,000)	(3,000)	0	3,000	(6)
Total Streets & Drainage Expenses	849,285	60,671	129,626	133,298	3,672	15

14

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 11/30/2014**

Run: 12/30/2014 at 9:46 AM

Page: 4

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	344,870	29,602	57,213	57,479	266	17
SUPPLIES	94,844	3,646	9,751	15,807	6,056	10
OUTSIDE SERVICES	20,950	2,925	2,190	3,492	1,302	10
Total Grounds & Beautification Expenses	460,664	36,173	69,154	76,778	7,624	15
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	46,331	2,554	4,906	7,724	2,818	11
SUPPLIES	14,110	316	426	2,352	1,926	3
OUTSIDE SERVICES	10,300	690	1,153	1,716	563	11
CAPITAL OUTLAY	184	184	184	184	0	100
Total Equipment Maintenance Expenses	70,925	3,744	6,669	11,976	5,307	9
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	433,318	5,750	11,500	72,219	60,719	3
Total Transfers Expenses	433,318	5,750	11,500	72,219	60,719	3
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	19,280	1,607	3,213	3,213	0	17
Total Aid to Other Govts Expenses	19,280	1,607	3,213	3,213	0	17
Total Expenditures	8,001,261	639,189	1,241,128	1,323,335	82,207	16
Excess Revenue Over (Under) Expenditures	33,882	(219,509)	(105,037)	15,858	(285,310)	(310)

15

**UF Statement of Activity - MTD and YTD with Budget
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Run: 12/30/2014 at 9:46 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	7,500	710	1,460	1,250	210	19
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,640	157	336	440	(104)	13
405-000-351.02-000-000 MISC TAP INCOME	25,000	0	1,050	4,167	(3,117)	4
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,622	9,260	9,000	260	17
405-000-355.00-000-000 MISC INCOME	112,000	5,440	14,711	18,667	(3,956)	13
405-000-355.01-000-000 MISC INCOME BAGS	4,000	200	448	667	(219)	11
405-000-360.01-000-000 METERED SALES WATER	1,721,138	129,182	258,013	286,856	(28,843)	15
405-000-360.02-000-000 METERED SALES GAS	2,235,400	280,793	463,524	372,567	90,957	21
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	161	286	333	(47)	14
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,372	25,256	24,167	1,089	17
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,748	163,541	152,500	11,041	18
Total Revenues	5,223,678	495,385	937,885	870,614	67,271	18
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	16,667	16,667	0	17
Total Intrafund Transfers Expenses	100,000	8,333	16,667	16,667	0	17
Utility Administration Expenses						
PERSONNEL	564,707	45,641	88,717	94,118	5,401	16
SUPPLIES	29,000	1,502	2,528	4,834	2,306	9
OUTSIDE SERVICES	205,250	15,186	51,719	50,875	(844)	25
Total Utility Administration Expenses	798,957	62,329	142,964	149,827	6,863	18
Director of Public Works Expenses						
PERSONNEL	159,997	12,551	24,546	26,666	2,120	15
SUPPLIES	16,616	1,584	1,574	3,283	1,709	9
OUTSIDE SERVICES	72,915	751	6,148	6,569	421	8
CAPITAL OUTLAY	31,075	0	0	7,236	7,236	0
Total Director of Public Works Expenses	280,603	14,886	32,268	43,754	11,486	12
Water Regulations Expenses						
PERSONNEL	44,627	3,673	7,206	7,438	232	16
SUPPLIES	39,950	4,052	4,420	6,657	2,237	11
OUTSIDE SERVICES	6,608	85	101	1,101	1,000	2
Total Water Regulations Expenses	91,185	7,810	11,727	15,196	3,469	13
Well and Pump Maintenance Expenses						
SUPPLIES	18,975	74	1,625	3,163	1,538	9
OUTSIDE SERVICES	94,682	6,020	13,055	15,763	2,708	14
Total Well and Pump Maintenance Expenses	113,657	6,094	14,680	18,926	4,246	13
Sewer Construction Expenses						
Utility Construction Expenses						

16

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 11/30/2014**

Run: 12/30/2014 at 9:46 AM

Page: 2

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	200,877	13,524	25,776	28,832	3,056	13
SUPPLIES	40,135	3,558	6,634	6,689	55	17
OUTSIDE SERVICES	30,630	(416)	4,589	5,106	517	15
Total Utility Construction Expenses	271,642	16,666	36,999	40,627	3,628	14
<u>Water Operations Expenses</u>						
PERSONNEL	311,668	18,501	33,772	54,268	20,496	11
SUPPLIES	139,025	7,282	44,013	23,171	(20,842)	32
OUTSIDE SERVICES	20,350	6,215	11,638	3,392	(8,246)	57
CAPITAL OUTLAY	163,856	0	0	43,976	43,976	0
Total Water Operations Expenses	634,899	31,998	89,423	124,807	35,384	14
<u>Gas Operations Expenses</u>						
PERSONNEL	227,433	21,934	39,884	40,228	344	18
SUPPLIES	1,436,600	128,324	306,894	239,434	(87,460)	21
OUTSIDE SERVICES	80,300	1,936	19,301	13,383	(5,918)	24
CAPITAL OUTLAY	2,407,670	251,117	448,967	401,278	(47,689)	19
Total Gas Operations Expenses	4,152,003	403,311	815,046	694,323	(120,723)	20
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,480	144,894	135,000	(9,894)	18
Total Garbage Expenses	810,000	72,480	144,894	135,000	(9,894)	18
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	87,957	3,577	7,172	14,661	7,489	8
Total Loan Interest Expenses	87,957	3,577	7,172	14,661	7,489	8
Total Expenditures	7,340,803	627,484	1,311,840	1,253,788	(58,052)	18
Excess Revenue Over (Under) Expenditures	(2,117,125)	(132,099)	(373,955)	(383,174)	125,323	(18)

17

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:46 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	500,000	0	0	125,000	(125,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	11,575	53,425	19,665	33,760	68
351-000-341.02-000-000 GROUND LEASES	12,480	6,900	6,900	3,120	3,780	55
351-000-374.00-000-000 FUEL SALES	4,000	359	1,076	1,000	76	27
Total Revenues	595,140	18,834	61,401	148,785	(87,354)	10
Expenditures						
Airport Expenses						
PERSONNEL	57,868	4,088	12,249	14,468	2,219	21
SUPPLIES	6,300	634	662	1,576	914	11
OUTSIDE SERVICES	55,756	2,898	25,587	13,939	(11,648)	46
CAPITAL OUTLAY	0	0	0	(412,500)	(412,500)	0
Total Airport Expenses	119,924	7,620	38,498	(382,517)	(421,015)	32
Total Expenditures	119,924	7,620	38,498	(382,517)	(421,015)	32
Excess Revenue Over (Under) Expenditures	475,216	11,214	22,903	531,302	333,631	5

18

**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:46 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	36	119	0	119	0
406-000-340.00-000-000 INTEREST INCOME	200	0	50	50	0	25
406-000-355.00-000-000 MISCELLANEOUS INCOME	350	0	0	88	(88)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	17,250	17,250	0	25
406-000-392.00-000-000 SALE OF LOTS	20,000	1,064	5,231	5,000	231	26
Total Revenues	89,550	6,850	22,650	22,388	262	25
Expenditures						
Cemetery Expenses						
PERSONNEL	76,355	2,630	9,675	19,089	9,414	13
SUPPLIES	7,987	192	901	1,998	1,097	11
OUTSIDE SERVICES	3,300	89	271	825	554	8
Total Cemetery Expenses	87,642	2,911	10,847	21,912	11,065	12
Total Expenditures	87,642	2,911	10,847	21,912	11,065	12
Excess Revenue Over (Under) Expenditures	1,908	3,939	11,803	476	(10,803)	619

**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:46 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	196	63	133	79
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,367	4,113	0	4,113	0
110-043-341.00-000-000 RENT	67,875	0	0	16,989	(16,989)	0
110-402-260.00-000-000 SALES TAX-TOURISM	415,000	35,293	103,094	103,750	(656)	25
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	50	445	625	(180)	18
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,138	400	1,100	285	815	97
110-402-314.06-000-000 PARK TOURNAMENT FEES	550	0	0	138	(138)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	25	(25)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM IMPROVEMENTS	250	0	27	63	(36)	11
110-402-346.01-000-000 PARK FUNDRAISER	0	0	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	104,500	0	0	26,125	(26,125)	0
Total Revenues	592,163	37,110	109,975	148,043	(38,068)	19
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	380	1,140	1,250	110	23
CAPITAL OUTLAY	100,001	7,200	73,278	100,001	26,723	73
Total Sale of Lots Expenses	105,001	7,580	74,418	101,251	26,833	71
Recreation Expenses						
PERSONNEL	124,465	9,388	27,610	31,116	3,506	22
SUPPLIES	45,000	715	7,372	11,250	3,878	16
OUTSIDE SERVICES	140,947	7,202	26,086	35,237	9,141	19
CAPITAL OUTLAY	3,891	424	1,864	3,891	2,028	48
Total Recreation Expenses	314,303	17,729	62,942	81,494	18,563	20
Retirement Development Expenses						
Total Expenditures	419,304	25,309	137,360	182,745	45,386	33
Excess Revenue Over (Under) Expenditures	172,859	11,801	(27,385)	(34,702)	(83,454)	(16)

20

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:47 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,290,836	27,053	27,714	322,709	(294,995)	2
001-000-201.00-000-000 AUTO AND MOBILE HOME	226,443	13,511	46,279	56,611	(10,332)	20
001-000-202.00-000-000 PERSONAL TAXES	366,947	34,826	34,843	91,737	(56,894)	10
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	250	(250)	0
001-000-210.00-000-000 PENALTIES & INTEREST	24,588	462	1,814	6,147	(4,333)	7
001-000-214.00-000-000 TAX COLLECTION COSTS	65,133	1,491	2,644	16,283	(13,639)	4
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	481	4,750	9,414	(4,664)	13
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	1,575	1,800	956	844	47
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	662,666	2,312	193,439	165,672	27,767	29
001-000-222.00-000-000 BUILDING PERMITS	55,000	2,417	22,013	13,750	8,263	40
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	8,000	0	0	2,000	(2,000)	0
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	0	5,000	(5,000)	0
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	(39,000)	0	(39,000)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	6,875	(6,875)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	2,164	(2,164)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	5,425	5,425	4,375	1,050	31
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	150,000	0	0	37,500	(37,500)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,170,045	374,320	1,113,937	1,042,511	71,426	27
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	14,034	(14,034)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	449	803	4,997	(4,194)	4
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	458	(458)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	0	3,750	(3,750)	0
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	5,095	9,174	55,000	(45,826)	4
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	111,522	30,174	81,348	92
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	314	1,917	3,250	(1,333)	15
001-000-330.00-000-000 COURT FINES & FEES	303,000	6,068	47,923	75,750	(27,827)	16
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,677	6,286	5,625	661	28
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	2,000	68	198	500	(301)	10
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	100	23	118	25	93	118
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	292	1,910	2,550	(640)	19
001-000-340.00-000-000 INTEREST EARNED	20,000	1,488	2,224	5,000	(2,776)	11
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	3,621	4,121	3,500	621	29
001-000-360.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	80,879	0	17,000	20,220	(3,220)	21
001-000-393.04-000-000 SALE OF SCRAP METAL- MAINTENANCE	0	0	184	0	184	0
Total Revenues	8,035,143	482,968	1,619,059	2,008,787	(389,728)	20
Expenditures						
Municipal Council Expenses						
PERSONNEL	67,163	5,070	14,726	16,791	2,065	22
SUPPLIES	500	80	500	125	(375)	100

21

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:47 AM

Page: 2

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
OUTSIDE SERVICES	54,750	5,542	18,875	13,688	(5,187)	34
CAPITAL OUTLAY	1,449	0	1,449	1,449	0	100
Total Municipal Council Expenses	123,862	10,692	35,550	32,063	(3,497)	29
Municipal Court Expenses						
PERSONNEL	268,606	21,051	60,429	67,152	6,723	23
SUPPLIES	4,250	0	270	1,063	793	6
OUTSIDE SERVICES	68,125	6,019	18,270	17,032	(1,238)	27
Total Municipal Court Expenses	340,981	27,070	78,969	85,247	6,278	23
City Attorney Expenses						
PERSONNEL	19,616	742	2,145	4,905	2,760	11
OUTSIDE SERVICES	20,000	1,280	3,084	5,000	1,916	15
Total City Attorney Expenses	39,616	2,022	5,229	9,905	4,676	13
City Manager Expenses						
PERSONNEL	98,290	7,567	22,454	24,572	2,118	23
SUPPLIES	6,000	128	411	1,500	1,089	7
OUTSIDE SERVICES	15,300	545	1,900	3,825	1,925	12
Total City Manager Expenses	119,590	8,240	24,765	29,897	5,132	21
General Services Expenses						
PERSONNEL	17,307	1,321	3,871	4,328	457	22
SUPPLIES	7,700	130	901	1,925	1,024	12
OUTSIDE SERVICES	200,173	4,091	132,688	50,043	(82,645)	66
Total General Services Expenses	225,180	5,542	137,460	56,296	(81,164)	61
Financial Expenses						
PERSONNEL	141,525	10,952	32,330	35,382	3,052	23
SUPPLIES	7,500	35	671	1,875	1,204	9
OUTSIDE SERVICES	69,625	7,498	12,444	17,407	4,963	18
Total Financial Expenses	218,650	18,485	45,445	54,664	9,219	21
Grant Expenses						
PERSONNEL	20,793	1,608	4,730	5,199	469	23
SUPPLIES	4,000	81	328	1,000	672	8
OUTSIDE SERVICES	7,950	1,358	2,579	2,738	159	32
Total Grant Expenses	32,743	3,047	7,637	8,937	1,300	23
Code Enforcement Expenses						
PERSONNEL	150,905	11,777	34,774	37,727	2,953	23
SUPPLIES	4,300	613	1,012	1,075	63	24
OUTSIDE SERVICES	41,650	5,893	18,249	10,414	(7,835)	44
Total Code Enforcement Expenses	196,855	19,283	54,035	49,216	(4,819)	27
Police Administration Expenses						
PERSONNEL	126,602	10,075	29,975	31,651	1,676	24
SUPPLIES	7,500	90	1,045	1,875	830	14
OUTSIDE SERVICES	56,025	3,007	13,067	14,007	940	23
CAPITAL OUTLAY	8,657	0	0	2,164	2,164	0

22

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:47 AM

Page: 3

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Police Administration Expenses	198,784	13,172	44,087	49,697	5,610	22
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,398,337	106,284	315,077	349,586	34,509	23
SUPPLIES	136,750	6,380	23,591	34,188	10,597	17
OUTSIDE SERVICES	100,906	4,115	21,238	25,227	3,989	21
Total Patrol & Investigations Expenses	1,635,993	116,779	359,906	409,001	49,095	22
<u>Domestic Violence Grant Expenses</u>						
SUPPLIES	1,000	0	0	250	250	0
Total Domestic Violence Grant Expenses	1,000	0	0	250	250	0
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	170,227	11,354	33,127	42,557	9,430	19
SUPPLIES	61,500	2,644	9,559	15,375	5,816	16
OUTSIDE SERVICES	15,500	194	814	3,875	3,061	5
Total Custody of Prisoners Expenses	247,227	14,192	43,500	61,807	18,307	18
<u>Alcohol Countermeasures Grant Expenses</u>						
PERSONNEL	357,332	28,154	82,000	89,334	7,334	23
SUPPLIES	6,500	0	0	1,625	1,625	0
OUTSIDE SERVICES	20,300	6,330	9,354	5,075	(4,279)	46
Total Records & Communications Expenses	384,132	34,484	91,354	96,034	4,680	24
<u>School Patrol Expenses</u>						
PERSONNEL	173,763	13,488	40,185	43,441	3,256	23
SUPPLIES	6,000	399	2,406	1,500	(906)	40
OUTSIDE SERVICES	3,750	272	697	938	241	19
Total School Patrol Expenses	183,513	14,159	43,288	45,879	2,591	24
<u>Animal Control Expenses</u>						
PERSONNEL	30,601	2,361	6,916	7,651	735	23
SUPPLIES	2,780	223	720	695	(25)	26
OUTSIDE SERVICES	42,650	6,524	14,374	6,913	(7,461)	34
Total Animal Control Expenses	76,031	9,108	22,010	15,259	(6,751)	29
<u>Fire Department Expenses</u>						
PERSONNEL	2,006,143	159,572	460,013	501,536	41,523	23
SUPPLIES	54,600	8,331	13,650	13,650	5,319	15
OUTSIDE SERVICES	82,889	5,768	25,805	20,722	(5,083)	31
Total Fire Department Expenses	2,143,632	168,297	494,149	535,908	41,759	23
<u>Streets & Drainage Expenses</u>						
PERSONNEL	328,630	26,367	74,752	82,157	7,405	23
SUPPLIES	168,105	12,600	33,413	42,276	8,863	20
OUTSIDE SERVICES	302,050	25,488	82,867	75,513	(7,354)	27
CAPITAL OUTLAY	49,500	0	43,500	49,500	6,000	88
Total Streets & Drainage Expenses	849,285	64,455	234,532	249,446	14,914	28

23

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:47 AM

Page: 4

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	344,870	24,590	81,803	86,218	4,415	24
SUPPLIES	94,844	2,741	12,901	23,711	10,810	14
OUTSIDE SERVICES	20,950	490	2,765	5,238	2,473	13
Total Grounds & Beautification Expenses	460,664	27,821	97,469	115,167	17,698	21
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	46,331	2,481	7,387	11,583	4,196	16
SUPPLIES	14,110	79	494	3,528	3,034	4
OUTSIDE SERVICES	10,300	616	1,768	2,575	807	17
CAPITAL OUTLAY	184	0	184	184	0	100
Total Equipment Maintenance Expenses	70,925	3,176	9,833	17,870	8,037	14
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	433,318	5,750	17,250	108,330	91,080	4
Total Transfers Expenses	433,318	5,750	17,250	108,330	91,080	4
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	19,280	1,607	4,820	4,820	0	25
Total Aid to Other Govts Expenses	19,280	1,607	4,820	4,820	0	25
Total Expenditures	8,001,261	567,381	1,851,288	2,035,683	184,395	23
Excess Revenue Over (Under) Expenditures	33,882	(84,413)	(232,229)	(26,896)	(574,123)	(685)

24

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:47 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	1,460	1,875	(415)	19
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,640	0	336	660	(324)	13
405-000-351.02-000-000 MISC TAP INCOME	25,000	7,000	8,050	6,250	1,800	32
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,613	13,873	13,500	373	26
405-000-355.00-000-000 MISC INCOME	112,000	5,658	20,369	28,000	(7,631)	18
405-000-355.01-000-000 MISC INCOME BAGS	4,000	324	772	1,000	(228)	19
405-000-360.01-000-000 METERED SALES WATER	1,721,138	133,711	391,724	430,285	(38,561)	23
405-000-360.02-000-000 METERED SALES GAS	2,235,400	237,328	700,862	556,850	142,002	31
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	125	411	500	(89)	21
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,887	38,143	36,250	1,893	26
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,744	245,285	228,750	16,535	27
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	22,172	22,172	0	22,172	0
Total Revenues	5,223,678	505,562	1,443,447	1,305,920	137,527	28
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	25,000	25,000	0	25
Total Intrafund Transfers Expenses	100,000	8,333	25,000	25,000	0	25
Utility Administration Expenses						
PERSONNEL	564,707	45,894	134,611	141,177	6,566	24
SUPPLIES	29,000	703	3,023	7,250	4,227	10
OUTSIDE SERVICES	205,250	8,397	60,115	66,313	6,198	29
Total Utility Administration Expenses	798,957	54,994	197,749	214,740	16,991	25
Director of Public Works Expenses						
PERSONNEL	159,897	12,551	37,097	40,001	2,904	23
SUPPLIES	16,616	203	1,766	4,617	2,851	11
OUTSIDE SERVICES	72,915	989	6,694	13,204	6,510	9
CAPITAL OUTLAY	31,075	6,655	6,655	29,575	22,920	21
Total Director of Public Works Expenses	280,603	20,398	52,212	87,397	35,185	19
Water Regulations Expenses						
PERSONNEL	44,627	5,220	12,426	11,158	(1,268)	28
SUPPLIES	39,950	1,926	10,440	9,988	(452)	26
OUTSIDE SERVICES	6,608	51	952	1,652	700	14
Total Water Regulations Expenses	91,185	7,197	23,818	22,798	(1,020)	26
Well and Pump Maintenance Expenses						
SUPPLIES	18,975	110	2,518	4,744	2,226	13
OUTSIDE SERVICES	94,582	6,053	19,089	23,646	4,557	20
Total Well and Pump Maintenance Expenses	113,557	6,163	21,607	28,390	6,783	19

25

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/30/2014**

Run: 12/30/2014 at 9:47 AM

Page: 2

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	200,877	13,534	39,310	71,130	31,819	20
SUPPLIES	40,135	984	8,200	10,034	1,834	20
OUTSIDE SERVICES	30,630	5,113	4,782	7,658	2,876	16
Total Utility Construction Expenses	271,642	19,631	52,292	88,822	36,529	19
<u>Water Operations Expenses</u>						
PERSONNEL	311,668	17,859	51,631	67,464	15,833	17
SUPPLIES	139,025	35,320	57,170	34,757	(22,413)	41
OUTSIDE SERVICES	20,350	5,293	12,081	5,088	(6,993)	59
CAPITAL OUTLAY	163,856	22,385	0	55,965	55,965	0
Total Water Operations Expenses	634,899	80,857	120,882	163,274	42,392	19
<u>Gas Operations Expenses</u>						
PERSONNEL	227,433	23,496	63,360	46,406	(16,974)	28
SUPPLIES	1,436,600	199,344	508,236	359,150	(149,086)	35
OUTSIDE SERVICES	80,300	14,615	20,326	20,076	(250)	25
CAPITAL OUTLAY	2,407,670	117,657	579,183	601,918	22,735	24
Total Gas Operations Expenses	4,152,003	355,112	1,171,125	1,027,550	(143,575)	28
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,469	217,363	202,500	(14,863)	27
Total Garbage Expenses	810,000	72,469	217,363	202,500	(14,863)	27
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	87,957	6,808	13,981	21,989	8,008	16
Total Loan Interest Expenses	87,957	6,808	13,981	21,989	8,008	16
Total Expenditures	7,340,803	631,962	1,896,029	1,882,460	(13,570)	26
Excess Revenue Over (Under) Expenditures	(2,117,125)	(128,400)	(452,562)	(576,540)	151,097	(21)

26

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.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the docket for January 6, 2015 in the amount of \$1,055,422.67.

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 AMEND THE PERSONNEL POLICY REGARDING ANNUAL HOLIDAY LEAVE HOURS (SECTION 6.190h)

Motion was made by Council Member Breland, seconded by Council Member Gouguet to amend the Personnel Policy to allow for the same number of annual holiday leave hours per year per employee (Section 6.190h).

REGULAR MEETING JANUARY 6, 2015

6.190 (h) All employees will have the same number of annual holiday leave time hours. If the employee's work week schedule does not include the holiday, the employee may use the holiday leave time at a later date, pending Department Head approval. All holiday leave must be taken by January 31st of the following year.

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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.

APPROVE ANNUAL MEMORANDUM OF AGREEMENT FOR CONTINUATION OF MAIN STREET PROGRAM FOR 2015

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve annual Memorandum of Agreement for Continuation of Main Street Program for 2015 and authorize Mayor to execute the same.

Please submit the initialed and signed 2015 Memorandum of Agreement, dues payment for 2015, and all required additional materials **before JANUARY 31, 2015** to Mississippi Main Street Association, 308 East Pearl St., Suite 101, Jackson, MS 39201.



**2015 MEMORANDUM OF AGREEMENT
FOR CONTINUATION
IN THE MISSISSIPPI MAIN STREET ASSOCIATION
MAIN STREET PROGRAM**

This agreement is entered into and executed by the Mississippi Main Street Association and the City of _____ and sponsoring organization _____.

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities. The parties agree to the following:

Section I: The Community Agrees To: (please initial each item)

- ___ 1. Make payment of annual dues to MMSA by January 31 of the calendar year.
- ___ 2. Continue to employ a Manager/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
- ___ 3. Expend funds and in-kind services for maintaining a full-time office with the necessary travel and operating budget for the local program.
- ___ 4. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include the following committees: organization, promotion, design and economic restructuring.
- ___ 5. Concentrate the Main Street Program activities within the boundaries designated by the local program.
- ___ 6. File all applicable IRS forms file in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- ___ 7. Maintain data for monitoring the progress of the Main Street Program, submit regular monthly reports online using formats provided by the MMSA, and provide other information requested by the MMSA on or before the identified deadlines.
- ___ 8. Send the manager to Manager Trainings as designated by the MMSA. The community shall be responsible for the manager's travel costs and expenses associated with these meetings. If the Program Manager cannot attend, another program representative should attend to represent the community.
- ___ 9. Promote and encourage local committee and board member attendance at local, state and national training opportunities, as identified by the MMSA.
- ___ 10. Ensure that at least sixty percent (60%) of persons designated to participate in any and all MMSA on-site services are committed to attend at least 48 hours before the scheduled event. The MMSA reserves the right to cancel said on-site service if this requirement is not met.
- ___ 11. Assist in local arrangements during on-site and public relations visits to the community, as requested by the MMSA.

- ____ 12. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.
- ____ 13. Agree to acknowledge being an official Mississippi Main Street city in all printed and electronic materials, (i.e. websites, newsletters and brochures).
- ____ 14. Be a Network Member of the National Trust Main Street Center.
- ____ 15. Maintain broad-based public and private sector community support for the program through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director to handle all communications with the community, the MMSA, state government agencies and the National Trust Main Street Center.
2. Conduct an annual Main Street Four Point Approach™ training session open to all program managers, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.
3. Conduct regional training sessions for managers and on-site training sessions in the community for development of goals, objectives and the annual work plan. The MMSA will also provide guidelines and other materials designed to assist in the educational process.
4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. The National Main Street Conference and the Destination Downtown Conference both qualify as "official training."
5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by the local program and determined by the MMSA District Director.
6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.
7. Conduct an on-site evaluation of each program's progress every other year, or as needed, and a phone evaluation on alternate years. Each evaluation will aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA and The Community jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2015 and ending on December 31, 2015. It may be extended or revised by both parties.
2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.
3. Should a local Main Street program fail to comply with the provisions of this annual Memorandum of Agreement, the Main Street Executive Director may choose to send that program a written initial warning. At that time the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by the Executive Director ninety (90) days following the first warning.
4. They shall jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

By: Edward Pinero _____
MAYOR or LOCAL BOARD PRESIDENT/ CHAIRPERSON COMMUNITY

Name (printed): _____

_____ Date signed: _____
SPONSORING ORGANIZATION

BY: _____ Date: _____
Mark Loughman, MMSA Board of Directors President

BY: _____ Date: _____
Bob Wilson, MMSA Executive Director

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement, and submitted to MMSA by the January 31, 2015 deadline:

- ____ 1. Payment of 2015 MMSA dues (invoices is emailed to the Manager of record)
- ____ 2. A copy of the community's current Main Street Program Budget
- ____ 3. A copy of the community's Program of Work for 2015
- ____ 4. A complete list of local board members, including name and email address
Please indicate which Board members are new for this year.

Mail this completed document and all attachments to The Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201.

IMPORTANT MAIN STREET MANAGER REMINDERS:

- 1. Each Main Street Manager must submit a completed Monthly Report on the MMSA website within fifteen (15) days of the end of each month.
- 2. Main Street Managers are required to attend all Manager Trainings or send a representative from the community. Destination Downtown and the National Main Streets Conference are considered Manager Trainings.
If needed, one of the following meetings may be used as a substitute for one of the required Trainings:
 - MTA Governor's Tourism Conference
 - MEDC Annual Meeting or MEDC Winter Conference
 - MHT Annual Meeting
 - Alabama Mississippi Rural Tourism Conference
 - MDAH Preservation Boot Camp

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.

APPROVE REQUEST TO APPLY FOR THE MS DEPT. OF TRANSPORTATION ALTERNATIVES PROGRAM 2015 (TAP) GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the request to apply for the Transportation Alternative Program 2015 (TAP) Grant through Mississippi Department of Transportation and authorize Mayor's signature on all related documents.

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 ADOPT RESOLUTION OF THE COUNCIL REQUESTING THE AMENDMENT OF MISS. CODE. ANN 67-1-5(o)(iii)(6) BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI

Motion was made by Council Member Gouguet, seconded by Council Member Breland to adopt Resolution of the Council Requesting the Amendment of Miss. Code. Ann. 67-1-5(o)(iii)(6) by the Legislature of the State of Mississippi and authorize Mayor to sign the same.

BEFORE THE CITY COUNCIL OF THE MUNICIPALITY OF PICAYUNE
COUNTY OF PEARL RIVER
STATE OF MISSISSIPPI

RESOLUTION OF THE COUNCIL REQUESTING THE AMENDMENT
OF MISS. CODE ANN. §67-1-5(o)(iii)(6) BY THE LEGISLATURE
OF THE STATE OF MISSISSIPPI

THIS ACTION coming on the 6 day of JANUARY, A.D., 2015,
before the City of Picayune, A Mississippi Municipal Corporation, and a political
subdivision of the State of Mississippi; and the Council for said Municipality, following a
discussion of said matter and upon a vote of six () votes yea, zero () votes nay, and
zero () abstaining does hereby find as follows, to-wit:

1.

The City of Picayune, A Mississippi Municipality, is a Political Subdivision of the
State of Mississippi. The City is organized pursuant to the laws of the State of
Mississippi and is operating as a municipality within Pearl River County, Mississippi.

2.

The Legislature pursuant to Miss. Code Ann. §67-1-5(o)(iii)(6) defined a qualified
resort area to include:

“Any municipality with a population in excess of ten thousand (10,000)
according to the latest federal decennial census that is located in a county
that is bordered by the Pearl River and is not traversed by Interstate
Highway 20, with a population in excess of forty-five thousand (45,000)
according to the latest federal decennial census;”

3.

That on November 9, 2010, an election was held in the City of Picayune
regarding the establishment of a qualified resort area pursuant to the provisions of Miss.

REGULAR MEETING JANUARY 6, 2015

Code Ann. §67-1-16(2)(a) - (c). In this election a majority of qualified electors voted for the establishment of the City of Picayune as a qualified resort area as defined by Miss. Code Ann. §67-1-5(o)(iii)(6).

4.

Following the establishment of a qualified resort area by a majority of the electors in the City of Picayune, the City Council enacted pursuant to its zoning authority, Ordinance No. 882. Pursuant to Ordinance No. 882, the City Council established zoning regulations for the designation and location of a qualified resort area within the corporate limits of the City of Picayune. Thereafter, Ordinance No. 882 was amended by the City Council's adoption Ordinance No. 900.

5.

Ordinance No. 882, as amended, put in place a scheme in which a special qualified resort area zone was created by the City Council in which alcoholic beverages could be sold for on premises consumption if approved by the ABC with the issuance of the appropriate permit by ABC. Some of the provisions of Ordinance No. 882 as amended by Ordinance No. 900 provided for the following:

1. That a qualified resort use zone could only be established in certain commercial zones.
2. That alcoholic beverages could only be sold in a qualified resort use zone by a hotel, restaurant or club as defined in said Ordinance.
3. That a City Alcoholic Beverage Panel was created to review all applications for creation of a qualified resort use zone inside the City of Picayune.

REGULAR MEETING JANUARY 6, 2015

4. That a zoning application fee of \$3,000.00 was to be paid in connection with the submission of such special zoning application for the creation of a qualified resort use zone.
5. That a restaurant would have to derive at least fifty percent (50%) of its revenue from the sale of food in order to qualify for qualified resort use zone.
6. That certain times were set by the Council in which a restaurant, club or hotel could sell alcoholic beverages.

6.

Under Ordinance No.882 the City did not seek to interfere with the permitting process with ABC regarding licensing the sale of alcoholic beverages for consumption, but the enactment of this Ordinance was a lawful and proper exercise of the City's zoning powers which the City considered were not changed by the designation of qualified resort area status as defined by Miss. Code Ann. §67-1-5(o)(iii)(6).

7.

However, recently there have been various assertions by individuals, businesses, etc., that all or some of the provisions of Ordinance No. 882 as enacted by the City are not valid due to the fact the zoning authority, police powers or home rule authority delegated by the Legislature to the City has been in fact superceded, preempted or abrogated by the authority ABC concerning the sale or alcoholic beverages in the qualified resort area(s) inside the City of Picayune.

8.

Taking into consideration the future litigation costs and potential harm that may be caused to the citizens of the City of Picayune in the event the City no longer has any authority to pass zoning ordinances that protects and promotes the public health, safety, morality, property values or welfare of the citizens of Picayune relative to the location of where the permitted sale of alcoholic beverages in qualified resort areas may occur, the Mayor and City Council believe they are duty bound to voice their unanimous consent to solicit the Mississippi Legislature that the current definition of qualified resort area under Miss. Code Ann. §67-1-5(o)(iii)(6) should be amended by the Mississippi Legislature to read as follows, to-wit:

“Any facility that is located within a municipality with a population in excess of ten thousand (10,000) according to the latest federal decennial census that is located in a county that is bordered by the Pearl River and is not traversed by Interstate Highway 20 with a population in excess of forty-five thousand (45,000) according to the latest federal decennial census; however, any such facility may only be located in areas designated by the governing authorities of such municipality;”

9.

Further, the Council finds that a certified copy of this Resolution should be delivered to all such persons of the Mississippi State Legislature as required by law; and, that a certified copy of this Resolution should be sent to those Representatives and Senators whose districts are comprised of the City of Picayune and/or Pearl River County, Mississippi.

THEREFORE, BE IT RESOLVED, this the 6 day of JANUARY, A.D., 2015, by the Mayor and City Council in and for the City of Picayune, A Mississippi Municipality and a Political Subdivision of the State of Mississippi, do hereby

REGULAR MEETING JANUARY 6, 2015

respectfully request the Mississippi State Legislature that the current definition of qualified resort area under Miss. Code Ann. §67-1-5(o)(iii)(6) should be amended by the Mississippi Legislature to read as follows, to-wit:

“Any facility that is located within a municipality with a population in excess of ten thousand (10,000) according to the latest federal decennial census that is located in a county that is bordered by the Pearl River and is not traversed by Interstate Highway 20 with a population in excess of forty-five thousand (45,000) according to the latest federal decennial census; however, any such facility may only be located in areas designated by the governing authorities of such municipality;”

The City Clerk and City Manager are hereby authorized and directed to send a copy of this Resolution to the appropriate member(s) of the Mississippi Legislature forthwith.

The foregoing Resolution of the City Council having been reduced to writing and considered, section by section, was introduced and adopted by the following roll call vote, to-wit:

	Yea:	Nay:	Abstain:
Ed Pinero, Mayor	X		
Wayne Gouguet, Council Member	X		
Tammy Valente, Council Member	X		
Larry Breland, Council Member	X		
Lynn Bogan Bumpers, Council Member	X		
Jan Stevens, Council Member	X		

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Resolution passed, approved,

and adopted on this the 6 day of JANUARY, 2015.



ED PINERO, Mayor

ATTEST:



City Clerk

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 OPEN A PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Gouquet to open a Public Hearing for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 416 QUINCE ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 416 Quince St. PPIN 24031 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1100 S BEECH ST. A PUBLIC NUISANCE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare 1100 S Beech St. PPIN 24995 a public nuisance and allow a 30-day extension.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 839 HERRIN DR. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 839 Herrin Dr. PPIN 24406 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 110 S JACKSON AVE. A PUBLIC NUISANCE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare 110 S. Jackson Ave. PPIN 26907 a public nuisance and allow a 45-day extension.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 410 N CURRAN AVE. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 410 N. Curran Ave. PPIN 26279 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 844 HERRIN DR. A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Bumpers to declare 844 Herrin Dr. PPIN 24413 a public nuisance and allow a 60-day extension.

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 CLOSE THE PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Breland, seconded by Council Member Bumpers to close the Public Hearing on property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION FOR REQEUST TO ALLOW FIRST ROBOTICS TEAM OF PICAYUNE SCHOOL DISTRICT TO BUILD A ROBOTIC DRAIN CAMERA OF THE PUBLIC WORKS DEPARTMENT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to allow First Robotics Team of Picayune School District to build a robotic drain camera for the City of Picayune Public Works Department and reimburse school for expenses thereof.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE ENTERING A LEASE PURCHASE PROGRAM FOR A NEW SKID STEER LOADER

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize entering a lease purchase program for a new skid steer loader which will replace the existing unit requiring an engine replacement.

Governmental Lease Purchase Agreement

Lessor: Hancock Bank
P.O. Box 4019
Gulfport, MS 39502

Lessee: City of Picayune, Mississippi
815 N. Beech St.
Picayune, MS 39466

This GOVERNMENTAL LEASE PURCHASE AGREEMENT (the "Agreement") entered into between HANCOCK BANK, a corporation duly organized and existing under the laws of the State of Mississippi (the "Lessor"), and the CITY OF PICAYUNE, MISSISSIPPI (Lessee), a body, corporate and politic, duly organized and existing under the laws of the State of Mississippi ("State").

WITNESSETH

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of, and for the purposes set forth in, this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Covenants of Lessee. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows: (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State. (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. (c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder. (d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit "A", or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit "B". (e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee. (f) During the period this Agreement is in force, Lessee will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee. (g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms. (h) The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become fixtures.

ARTICLE II

Definitions: The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" - means this Governmental Lease Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" - is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which date shall be the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance attached hereto as Exhibit "F".

"Equipment" - means the property described in Exhibit "D" and which is the subject of this Agreement.

"Lease Term" - means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01, but in no event longer than the number of months set forth in Exhibit "E" of the Agreement.

"Lessee" - means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" - means (i) Hancock Bank, a corporation, acting as Lessor hereunder; (ii) Any surviving, resulting or transferee corporation; and (iii) Except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" - means that period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" - means the amount which Lessee may, in its discretion, pay to Lessor in order to purchase the Equipment, as set forth in Exhibit "E" hereto.

"Renewal Term(s)" - means the automatic renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one (1) year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the anniversary of the Commencement Date therein.

"Rental Payments" - means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term as set forth in Exhibit "B" of this Agreement.

"Vendor" - means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III

Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, the Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01 Commencement of Lease Term

REGULAR MEETING JANUARY 6, 2015

The original Term of this Agreement shall commence on the Commencement Date as indicated in Exhibit "F" and shall terminate the last day of Lessee's current fiscal year.

The Lease Term will be automatically renewed at the end of the Original Term or any Renewal Term for an additional one (1) year, unless the Lessee gives written notice to Lessor not less than sixty (60) days prior to the end of the Original Term or Renewal Term then in effect, or such greater notice as may be provided in Article VI, of Lessee's intention to terminate this Agreement at the end of the Original Term or the then current Renewal Term pursuant to Article XI or Article VI, as the case may be.

Section 4.02 Termination of Lease Term.

The Lease Term will terminate upon the earliest of any of the following events: (a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non appropriation of funds pursuant to Section 6.06; (b) The exercise by Lessee of the option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement; (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or (d) The payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder.

ARTICLE V

Enjoyment of Equipment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

Rental Payments

Section 6.01 Rental Payments to Constitute a Current Expenses of Lessee.

Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 6.02 Payment of Rental Payments.

Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor, or in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit "E" hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due.

Section 6.03 Interest and Principal Component.

A portion of each Lease Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Exhibit "E" hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04 Rental Payments to be Unconditional.

The obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided

under this Agreement. Notwithstanding any dispute between Lessee and Lessor, and Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of setoff or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances.

Section 6.05 Continuation of Lease Term by Lessee.

Lessee intends, subject to the provisions of Section 6.06 to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each bi-annual or annual budget submitted and adopted in accordance with applicable provisions of state law, to have such portion of the budget approved.

Section 6.06 Non-appropriation.

In the event sufficient funds shall not be appropriated for the payment of the Rental Payments required to be paid in the next occurring Renewal Term, and if Lessee has no funds legally available for Rental Payments from other sources, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the then current original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at Least sixty (60) days prior to the end of the then current Original or Renewal Term. If this Agreement is terminated under this Section 6.06, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor at the location specified by Lessor. To the extent lawful, Lessee shall not, until the date on which the next occurring Renewal Term would have ended, expend any funds for the purchase or use of Equipment similar to the Equipment subject to this Agreement.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01 Title To The Equipment

During the Term of this Agreement, title to the Equipment any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.02 or nonappropriation as set forth in Section 6.06, Title to the Equipment shall immediately vest in Lessor, and Lessee will reasonably surrender possession of the Equipment to Lessor. Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 7.02 Security Interest.

To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, certificates of title, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security of any assignee of Lessor, in the Equipment.

ARTICLE VIII

Maintenance; modification taxes, exemption from federal taxation, insurance and other charges.

Section 8.01 Maintenance of Equipment by Lessee.

REGULAR MEETING JANUARY 6, 2015

Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. The Lessee may from time to time add further parts or accessories to any item of leased Equipment, provided such addition does not affect or impair the value or utility of such item of Equipment. Any part or accessory so added, if not required as a replacement hereunder, shall remain the property of the Lessee and may be removed at any time prior to the expiration of the lease term of such item, provided such removal does not affect or impair the value or utility of such item of Equipment. Any parts or accessories not so removed shall become the property of the Lessor.

Section 8.02 Taxes, Other Governmental Charges and Utility Charges.

The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any Equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and all other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

The Lessor has entered into this Agreement contemplating that the interest portion of rental payments will be exempt from federal income taxation. In the event any governmental taxing authority successfully imposes tax treatment, under this Agreement or any other lease of the Lessor which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement, which differs from the tax treatment contemplated to be taken by the Lessor hereto at the inception of this Agreement or which effectively denies to the Lessor the use or benefit of such tax treatment as contemplated, then Lessee agrees to pay rents with an interest factor equal to the maximum rate of interest which, under applicable law, Lessor is permitted to charge, retroactively from the date of imposition of the change of tax treatment through the term of each Equipment Lease Schedule under this Agreement during which the change of tax theory is imposed, and subsequently thereto, as rental payments would otherwise become due, until the end of the lease term. Any retroactive payments of rent under this paragraph shall be due and payable at the date that Lessor gives notice to Lessee of imposition of the change of tax-treatment.

Lessee agrees to pay its pro-rata share of attorney's fees that may reasonably be incurred by Lessor in the event legal action or administrative action is taken by the Lessor to secure the tax treatment intended to be taken by Lessor under this Agreement or any other lease which in the opinion of Lessor's counsel will be determinative of the tax treatment under this Agreement whether such action is successful or not. Lessee's pro-rata share shall be determined by the percentage that the Lessor's original cost of leased equipment for all other similar leases of the Lessor involving similar issues of fact or law. In the event the Lessor is successful in securing the tax treatment intended to be taken by Lessor, Lessor shall refund to Lessee the total amount of increased interest (as hereinabove provided) which has been paid by Lessee and rental payments for the remainder of the lease term shall be the original rentals specified in the Equipment Lease Schedules.

Section 8.03 Provisions Regarding Insurance.

At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor Certificates evidencing such coverage throughout the Lease Term. Such Certificates shall name the Lessor as an additional insured or loss payee, as Lessor's interests may appear.

Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment, but other properties.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment or the then applicable Purchase Price, whichever is greater.

Any insurance policy pursuant to this Section 8.03 shall be written with Hancock Bank as an additional insured or loss payee, as its interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least ten (10) days in advance of such cancellation.

The Lessee will at all times carry liability insurance from a third party insurer, such coverage being for the joint benefit of the Lessee and Lessor and with the Lessor named as an additional insured.

Under this Agreement, the Lessee is required to maintain property damage insurance from a third party insurer, against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Alternately, with regard to property damage insurance, and subject to the terms of this Agreement, including the preceding paragraphs of this Section 8.03, the Lessee may optionally elect to self insure through a self insurance program ("Self-Insurance"), against loss, theft, damage or destruction from every cause whatsoever for not less than the Full Insurable Value of the Equipment. Such Self-Insurance shall be in the joint names of the Lessor and Lessee, with the Lessor and Lessee named as loss payees. With regard to any Self-Insurance, which is alternatively elected, chosen, initiated and maintained by the Lessee, in order to meet the requirements of this Agreement, the Lessee does hereby declare and name the Lessor as a joint and additional insured and loss payee with regard to Self-Insurance which, Lessee alternately chooses to implement and maintain in order to meet its responsibilities under this Agreement. With regard to any Self-Insurance elected, in substitution for third party insurance as required by the Agreement, the Lessee agrees that it will at all times maintain sufficient monetary and other necessary resources, under its Self-Insurance election, to enable the Lessee to meet all of its obligations under this Agreement. The Lessee, and the Lessee's Governing Body, agree and declare that they individually and collectively have the necessary experience and sophistication in matters pertaining to any and all risks and responsibilities taken and assumed with the alternative election and choice of Self-Insurance. The Lessee, and the Lessee's Governing Body, individually and collectively understand, that there will be no abatement or reduction of responsibilities under this Agreement (including making rental payments) by Lessee for any reason, including but not limited to, the election of Self-Insurance, loss, theft, damage or destruction from any cause whatsoever.

Section 8.04 Advances.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall become additional rent for the then current Original Term or Renewal Term which amounts Lessee agrees to pay, together with interest thereon at the rate of twelve (12%) per cent per annum or the highest rate permitted by applicable law, whichever is less.

ARTICLE IX

DAMAGES, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01 Damages, Destruction and Condemnation.

Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term; (A) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty; or

(B) title to, or the temporary use of, the Equipment of any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to Section 9.02 hereof.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award deducting all expenses (including attorney's fees) incurred in the collection of such claim or award.

Section 9.02 Insufficiency of Net Proceeds.

Provided, the Equipment is not deemed to be a total loss, Lessee shall if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Property and pay the cost thereof.

In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the rent payment due date next succeeding the date of such loss ("Rent Payment Due Date") the amount of the Purchase Price applicable to such Rent Payment Due Date, plus the Rental Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee. Lessee agrees that if the Net proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any such deficiency. Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01 Disclaimer of Warranties.

Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, mechanism or fitness for particular purposes or fitness for use of the Equipment, or warranty with respect thereto. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or services provided for in this Agreement.

Section 10.02 Vendor's Warranties.

Lessor hereby agrees to assign to Lessee solely for the purpose of making and prosecuting any such claim against Vendor, all of the rights which Lessor has against Vendor for breach of warranty or other representation respecting the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive fully and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03 Use of the Equipment.

Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and any legislative, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI

Option to Purchase. At the request of Lessee, Lessor's security interest in the Equipment will be terminated and this Agreement shall terminate: (a) At the end of the Lease Term (including Renewal Terms), upon payment in full of the Rental Payments and other amounts payable by Lessee hereunder; or (b) At the end of the Original Term or any Renewal Term upon payment by Lessee of the then applicable Purchase Price; or (c) If the Lease Term is terminated pursuant to Article IX of this Agreement.

ARTICLE XII

ASSIGNMENT; SUBLEASING; INDEMNIFICATION; MORTGAGING AND SELLING

Section 12.01 Assignment by Lessor.

This Agreement, and the obligations of Lessee to make payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, set off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interests in the Equipment and in this Agreement.

Section 12.02 No Sale, Assignment or Subleasing by Lessee.

This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03 Release and Indemnification Covenants.

To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless and indemnify Lessor from and against any and all liability obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Equipment, the ordering acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason. Lessee agrees not to withhold or abate any portion of the payments required pursuant to this Agreement by reason of any defects, malfunctions, breakdowns, or infirmities of the Equipment.

ARTICLE XIII

EVENTS OF DEFAULT BY LESSEE AND REMEDIES THEREUPON

Section 13.01 Events of Default by Lessee Defined.

REGULAR MEETING JANUARY 6, 2015

With respect to Lessee, the following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events: (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01(a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (c) Breach of any material representation or warranty by Lessee under this Agreement; or (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or any answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (e) A Petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.06 hereof with respect to nonappropriation; and (ii) if by reason of *force majeure* Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of the Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, order or restraints of any kind of the government of the United States of America or of the State wherein Lessee is located or any of their department, agencies or officials, or any civil or military authority; insurrections; riot, landslides; earthquakes; fire, storms; droughts; floods; or explosions.

Section 13.02 Remedies on Default.

Whenever any event of default referred to in section 13.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) with or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, to be applied to Lessee's obligations hereunder, holding Lessee liable for the Purchase Price applicable on the rent payment due date immediately preceding the date of default, plus the Rental payments due on such date, plus any other amounts payable by Lessee hereunder, including, but not limited to, attorney's fees expenses and costs of repossession; (b) Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 6.06 and 8.01 hereof; (c) If the Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Article IX hereof; and (d) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment.

Section 13.03 No Remedy Exclusive.

No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV

LESSOR'S WARRANTIES

Section 14.01 Lessor's Warranties.

As to each item of leased Equipment to be leased hereunder, the Lessor warrants that: (a) It has the right to lease the same to Lessee. (b) It will keep each item of leased Equipment free of security interests except for the security interest provided for in Section 7.02 of this Agreement. (c) It will do nothing to disturb Lessee's full right of possession and enjoyment thereof and the exercise of Lessee's rights with respect to the Equipment leased hereunder subject to compliance by Lessee of the terms of this Agreement.

ARTICLE XV

MISCELLANEOUS

Section 15.01 Notices.

All notices, certificates of other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties at their respective places of business.

Section 15.02 Binding Effect.

This Agreement shall insure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 15.03 Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15.04 Amendments.

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent.

Section 15.05 Execution in Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.06 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 15.07 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of the Agreement.

Section 15.08 Entire Agreement.

This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment lease hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessor and Lessee by their signatures acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms and conditions, and certifies that each signature is duly authorized and the signers are empowered to execute this Agreement on behalf of their respective principals.

REGULAR MEETING JANUARY 6, 2015

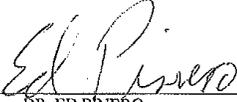
IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunder affixed and attested by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first written below.

LESSOR: HANCOCK BANK

LESSEE: CITY OF PICAYUNE, MS

By: 
MR. JONATHAN KING
PUBLIC FINANCE OFFICER

As of 1-6-, 2015

By: 
DR. ED PINERO
MAYOR

As of January 6, 2015

ATTEST:

By: 
MS. AMBER HINTON
CITY CLERK

As of January 6, 2015

{CITY SEAL}

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 ENTER INTO AN ANNUAL MAINTENANCE AGREEMENT WITH PTS SOLUTIONS FOR POLICE DEPARTMENT AND COURT NEEDS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to enter into an Annual Maintenance Agreement with PTS Solutions from October 1, 2014 to October 1, 2015 for the departmental needs and court needs an authorize Mayor to sign the same.

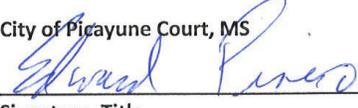


- 5. The Parties agree that, if the Annual Maintenance Agreement is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.
- 6. In the event Client elects to cancel the Annual Maintenance Agreement, Client shall notify PTS, in writing, within thirty days of the Annual Maintenance Date. Client acknowledges that sums paid under the Annual Maintenance Agreement are not subject to refund in the event of cancellation.
- 7. Client acknowledges that the maintenance price listed above of \$850.00 is subject to change by PTS as detailed herein.
- 8. The cost of the Annual Maintenance Agreement may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein *in extenso*.
- 9. The cost of the Annual Maintenance Agreement may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI.)
- 10. PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement. In the event of a cost change in the Annual Maintenance Agreement not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change.

PTS Solutions, Inc.

City of Picayune Court, MS

Dave Fuqua, President



Signature, Title

Print Name

Edward Pinero

Print Name

Date

1/6/15

Date

Return Information:

Please mail signed agreement to:
PTS Solutions, Inc.
PO Box 469
Harrisonburg, LA 71340



ANNUAL MAINTENANCE AGREEMENT

The parties to this Annual Maintenance Agreement are PTS Solutions, Inc. ("PTS"), PO Box 469, Harrisonburg, LA 71340 and **City of Picayune Court** ("Client"), 203 Goodyear Blvd, Picayune, MS 39466. The terms and conditions of this Annual Maintenance Agreement are effective as of the **1st Day of October, 2014** ("Maintenance Anniversary Date") and the Annual Maintenance Agreement automatically renews on that day each year thereafter, unless canceled as provided herein.

Client's maintenance cost, on a per year basis, is **\$850.00** per year, covering **Syscon Court Interface Software**. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

General Terms and Conditions

1. Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.
2. To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement within thirty (30) days of the Maintenance Anniversary Date (and by that month/day each year thereafter.)
3. While the Annual Maintenance Agreement is maintained in good standing, PTS will provide Client with the following services:
 - a. **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
 - b. **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems.
 - c. **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.
4. Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement and are subject to separate billing when utilized by Client:
 - a. Services that require on-site trainers, programmers, or technicians;
 - b. Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products, such as SQL;
 - c. Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
 - d. PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000, or any product that is not supported by the original manufacturer.



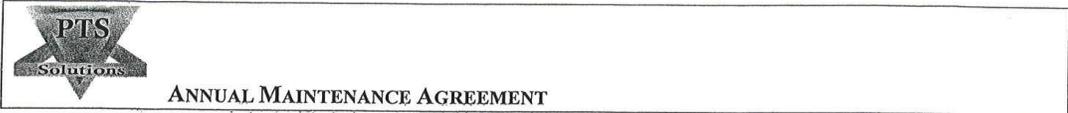
ANNUAL MAINTENANCE AGREEMENT

The parties to this Annual Maintenance Agreement are PTS Solutions, Inc. ("PTS"), PO Box 469, Harrisonburg, LA 71340 and **City of Picayune Police Department** ("Client"), 203 Goodyear Blvd, Picayune, MS 39466. The terms and conditions of this Annual Maintenance Agreement are effective as of the **1st Day of October, 2014** ("Maintenance Anniversary Date") and the Annual Maintenance Agreement automatically renews on that day each year thereafter, unless canceled as provided herein.

Client's maintenance cost, on a per year basis, is **\$5,250.00** per year, covering **SQL, Jail, Records, Mugshot, Mapping, and E911 Interface Software**. Client understands that adding additional licenses for the listed modules and/or adding separate modules not listed will increase the maintenance cost, as provided herein.

General Terms and Conditions

1. Client agrees that, while it uses PTS modules and/or products, it will maintain the Annual Maintenance Agreement in good standing on all such modules and/or products.
2. To remain in good standing, Client must pay the cost of the Annual Maintenance Agreement within thirty (30) days of the Maintenance Anniversary Date (and by that month/day each year thereafter.)
3. While the Annual Maintenance Agreement is maintained in good standing, PTS will provide Client with the following services:
 - a. **Unlimited priority telephone technical support:** PTS provides 24/7 telephone technical support. PTS technicians will make every effort to respond within 2 hours of a Client call. Clients experiencing a system down condition will receive priority attention;
 - b. **Log Me In Rescue remote support:** To utilize remote support, Client must have broadband internet and the ability to connect via Log Me In Rescue. PTS provides Log Me In Rescue at no cost to Client. Log Me In Rescue can be used for web based remote support for questions and technical issues, as well as first call questions for hardware and operating systems.
 - c. **Module updates/upgrades:** Client receives all software module updates/upgrades at no additional software cost.
4. Client acknowledges that the following services are **not** included in the Annual Maintenance Agreement and are subject to separate billing when utilized by Client:
 - a. Services that require on-site trainers, programmers, or technicians;
 - b. Third party costs of software licenses and/or upgrades for products not developed by PTS, including, but not limited to, Windows licensed products, such as SQL;
 - c. Hardware purchased through PTS is supported by the hardware manufacturer's original warranty;
 - d. PTS no longer supports Windows 98, Windows 2000, Microsoft SQL Server 2000, or any product that is not supported by the original manufacturer.



- 5. The Parties agree that, if the Annual Maintenance Agreement is not kept in good standing by Client, PTS may suspend client support and/or module update/upgrades until all past due amounts are satisfied and good standing status resumed.
6. In the event Client elects to cancel the Annual Maintenance Agreement, Client shall notify PTS, in writing, within thirty days of the Annual Maintenance Date. Client acknowledges that sums paid under the Annual Maintenance Agreement are not subject to refund in the event of cancellation.
7. Client acknowledges that the maintenance price listed above of \$5,250.00 is subject to change by PTS as detailed herein.
8. The cost of the Annual Maintenance Agreement may change with the addition of modules and/or other products. When additional modules and/or other products are purchased, any cost change to Annual Maintenance Agreement will be documented in a Contract Amendment signed by the Parties. Any such cost modification documented in a mutually executed Contract Amendment shall be considered part of this Annual Maintenance Agreement as if copied herein in extenso.
9. The cost of the Annual Maintenance Agreement may also change due to pricing changes of software modules and/or other products, as well as with reference to the Consumer Price Index (CPI.)
10. PTS reserves the right to change the cost calculation percentage associated with the Annual Maintenance Agreement. In the event of a cost change in the Annual Maintenance Agreement not incurred by Contract Amendment, PTS will provide Client's Notice Designate with written notice of such cost change at least 60 days prior to implementation of such cost change.

PTS Solutions, Inc.

City of Picayune Police Department, MS

Dave Fuqua, President

Signature, Title

Print Name

Edward Pinero

Print Name

Date

1/6/15

Date

Return Information:

Please mail signed agreement to:
PTS Solutions, Inc.
PO Box 469
Harrisonburg, LA 71340

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE THE SURPLUS OF SEIZED VEHICLES AND SEND TO TURNING POINT AUCTIONS

Motion was made by Council Member Valente, seconded by Council Member Bumpers to authorize surplus vehicles and send to Turning Point Auctions with proceeds going to the Special Police Drug Fund.

CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2FABP74FIJX207162

DESCRIPTION: 1988 FORD CROWN VICTORIA

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

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

REQUEST:

APPROVED DISAPPROVED

Cpt. C. Ray Carls #111
SIGNATURE OF BUREAU COMMANDER

12/29/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

12/30/14
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

49

SIGNATURE OF CITY MANAGER

DATE OF SIGNATURE

CITY OF PICAYUNE

**POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2MEFM74W13X667136

DESCRIPTION: 2003 MERCURY GRAND MARQUIS

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

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

REQUEST:

APPROVED DISAPPROVED

Cpt. C. Ray [Signature] #111
SIGNATURE OF BUREAU COMMANDER

12/25/14
DATE OF REQUEST

APPROVED DISAPPROVED

SIGNATURE OF DEPARTMENT CHIEF

DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

SIGNATURE OF CITY MANAGER

DATE OF SIGNATURE

50

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 OUT OF STATE TRAVEL FOR CITY MANAGER, CHIEF DAWSEY AND ASSISTANT CHIEF JEREMY MAGRI TO ATTEND THE ROCIC CONFERENCE IN MOBILE, AL

Motion was made by Council Member Breland, seconded by Council Member Valente to approve out of state travel for City Manager, Chief Dawsey and Assistant Chief Jeremy Magri to attend the ROCIC Conference in Mobile, AL March 22-25, 2015.

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 OUT OF STATE TRAVEL FOR FIRE CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Fire Chief Keith Brown to attend "International Association of Fire Chiefs" board meeting in Oklahoma City, OK January 21-25, 2015 with IAFC paying all costs.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT A DONATION CHECK FROM FRED'S SUPER DOLLAR

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept a donation check from Fred's Super Dollar in the amount of \$178.38 for the Fire Department to use for buying handouts for senior citizens and children.

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 T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND JAMES L BATES

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve T-Hangar Lease Agreement by and between the City of Picayune and Mr. James L Bates.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the 6th day of JANUARY 2015 by and between the City of Picayune, hereinafter referred to as "Lessor" and James L. Bates 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. K-5 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 6TH day of January 6, 2015 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 \$275.00 per month in advance on the first day of each month plus a \$275.00 hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 148 Runway Rd. Picayune,

payable by mail to the Picayune Municipal Airport, 148 Runway Rd. 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 JANUARY 6, 2015

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

At to Lessee: James L. Bates
2128 Front St.
Slidell, LA 70458

WITNESS the signatures of the parties hereto, this the 6th day of February, 2015.

LESSOR: CITY OF PICAYUNE

BY: Ed Pinero
Ed Pinero, Mayor

ATTEST:

Deputy Jeanne Smith
City Clerk

LESSEE: _____

WITNESS:

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.

APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND CHEVRON USA, INC

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve T-Hangar Lease Agreement by and between the City of Picayune and Chevron USA, Inc.

STATE OF MISSISSIPPI COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement ("Agreement" or "Lease") made and entered into this, the day of, effective November 1, 2013, by and between the City of Picayune, a Mississippi municipal corporation, hereinafter referred to as "Lessor" and Chevron U.S.A. Inc., a Pennsylvania corporation, by and through its division, Chevron North America Exploration and Production Company, hereinafter referred to as the "Lessee",

RECITALS

- A. Lessor is the owner of that certain real property located in the City of Picayune ("City"), State of Mississippi ("State") known as the Picayune Municipal Airport ("Airport"), a portion of which is described on Exhibit "A" hereto (the "Property").
- B. A portion of the Property has been improved with certain aircraft hangar structures known as Hangar J1/1A ("Hangar 1") and Hangar I1/1A ("Hangar 2" and together with Hangar 1, the "Hangars"), each with an apron area and landscaping (collectively, the "Improvements"). The Property and Improvements are herein collectively referred to as the "Premises").

WITNESSETH:

For and in consideration of the Rent, 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 the Premises together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected, and accepts, the Premises in its present condition.

This Lease and all the provisions hereof is subject to the applicable laws of the United States Government, the State of Mississippi and the ordinances of the City of Picayune, Mississippi.

2. **TERM**

The term of this Agreement shall be for 24 months beginning on November 1, 2013 ("Primary Term") and continuing thereafter for three (3) years through October 31, 2018 ("Extended Term"), collectively, the ("Term"). Either party may separately terminate or release this Agreement as it relates to Hangar 1 or Hangar 2 during the Extended Term by giving ninety (90) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Rent is nine hundred and No/100 Dollars (\$900.00) per month for each of Hangar 1 and Hanger 2 (the "Rent"). Lessee shall pay the Rent on or before the first day of each and every calendar month during the Term of this Lease. If either the Term or Rent commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Rent for the fractional month shall be appropriately prorated. Rent shall be paid to Lessor, without deduction or offset, at Lessor's address, or to such other person or at such other place as Lessor may from time to time designate in writing.

Lessee shall have the right and option to pay the Rent annually whereupon the Rent for a twelve month period shall be due and payable which initial payment for the first year will be paid at the inception of this Agreement, with the right to pay annually thereafter.

Rent shall be payable to Lessor by mail to the Picayune Municipal Airport, 148 Runway Road, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi, 39466 or by electronic fund transfer to the account of Lessor.

The Rent will be fixed during the Primary Term. The Rent may be escalated during the Extended Term by negotiation and mutual agreement between Lessor and Lessee.

For avoidance of doubt, Lessor and Lessee agree that there shall be no security deposit in connection with this Lease.

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 notify Lessor of any leaks or repairs which appear to be needed. Lessor shall make or cause to be made the repairs which are needed in a timely manner. Failure by Lessor to make such repairs in a timely manner, or any negligent or willful conduct by Lessor which aggravates a condition upon the Premises or Hangars, shall entitle Lessee to make or cause to be made the repairs at Lessor's expense, which shall be reimbursed by Lessor within thirty days from receipt of written notice from Lessee, and entitle Lessee to recover damages from Lessor in the event any of Lessee's equipment and other materials stored in either Hangar are damaged due to Lessor's failure to repair. As used herein, repairs shall include replacements, alterations, additions and betterments.

Lessee shall be responsible and liable for any damage to either Hangar, and has the right at its expense to repair any such damage with prior notice to the Lessor, caused by Lessee's use of the Hangars, 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 Hangars without the prior written permission of Lessor.

Upon prior written approval from the Lessor, Lessee may alter or improve the Premises or Hangar and attach or install trade or other fixtures or equipment thereto. Any alterations or improvements to the Premises or either Hangar shall be made by Lessee at Lessee's sole cost and expense. All alterations and improvements, except fixtures not permanently attached to the Hangars and trade fixtures installed by Lessee, made in or upon the Premises or either Hangar by Lessee shall become Lessor's property. Upon termination or expiration of this Lease, Lessee shall have the right to remove all fixtures not permanently attached to the Hangars and trade fixtures which it has installed.

5. USE OF PREMISES

Each Hangar shall be used only for the storage of aircraft owned or leased by Lessee, aircraft parts, equipment and components such as rotor blades, sheet metal, composite components, surplus engines, transmissions, aircraft work stands and aircraft ground handling equipment, and the removal and installation of various components from aircraft, and for uses incidental and reasonably related thereto. Lessee shall have the right to park vehicles in each Hangar. Lessee agrees that no commercial aviation activities shall be conducted at the 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.

Lessee is allowed to store of fuel or other flammable materials in the Hangars to the extent they are needed to reasonably fuel and service the aircraft, equipment and parts stored therein by Lessee including, but not limited to, residual fuels, chemicals or lubricants remaining in aircraft, aircraft engines and associated components. Bulk storage of fuel, chemicals or lubricants in the Hangar is prohibited

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 in connection with its use of the Premises.

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, except to the extent any such claims or liability may be caused in whole or in part by the negligence or other fault of Lessor; and excepting in all cases where such claims or liability are caused solely by the negligence or willful misconduct of Lessor.

The obligations set forth in this Section 6 shall survive termination of this Lease by expiration of the Term or otherwise.

7. INSPECTION

The Lessor may enter the leased Hangars 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 Hangars shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangars. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. UTILITIES

Lessee shall pay for all water, gas, heat, electricity, fuel, telephone and internet service, and other utilities, as well as janitor or watchman services and mechanical fire alarm or security services which may be required by Lessee. Lessee shall be responsible for the connection of electric and other utility services for each Hangar as may be required by Lessee, and Lessee shall pay as the same becomes due directly to the provider of such utilities. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities without prior written consent from Lessor. Lessee shall have the right to operate air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, or other similar devices that have appropriate electrical power requirements.

10. HAZARDOUS SUBSTANCES

10.1 Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in, on or about each Hangar by Lessee, its agents or invitees. For purposes of this Lease, the term "Hazardous Substances" means any substance which is a hazardous substance as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, and any substance which is designated as a hazardous substance under Section 102 of such Act. The foregoing prohibition does not apply to ordinary office and janitorial supplies and to substances such as fuel, chemicals

and lubricants required to maintain, or found in, cooling systems (e.g., refrigerators and air conditioning units), or to automobiles and aircraft and the standard contents therein, used in the ordinary course of Lessee's permitted uses, including those substances and materials Lessee is allowed to store within the Hangars permitted by Paragraph 5, herein, provided such supplies, materials and substances, automobiles and aircraft and standard contents therein are stored, used and disposed of in accordance with all legal requirements ("Exempted Hazardous Substances").

10.2 Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will not release Hazardous Substances onto the Premises in violation of applicable laws.

10.3 Notwithstanding any other provision of this Agreement to the contrary, Lessee shall not be responsible for the release or presence of any Hazardous Substances or any other environmental contamination of any nature whatsoever that was on the Premises prior to Lessee's taking possession or that is or was caused by Lessor or any other tenants, occupants, invitees, trespassers, or users of the Premises.

10.4 Prior to the execution of the Lease, Lessee shall, at its sole expense and for the sole benefit of Lessee, cause the preparation of an environmental assessment of the Premises. Such assessment may include (but shall not be limited to) a visual inspection, a site history and records review and a subsurface investigation. In addition, upon the expiration or termination of the Lease, Lessee shall, at its sole expense and for the sole benefit of Lessee, cause the preparation of an additional environmental assessment of the Premises. Such assessment may include (but shall not be limited to) a visual inspection, a site history and records review and a subsurface investigation.

10.5 Lessee shall pay, prior to delinquency, any and all fees, taxes (including excise taxes) and fines which are charged upon or incident to any activities on or related to Hazardous Substances for which Lessee is required to indemnify the Lessor under item (6) above, and shall not allow such obligations to become a lien or charge against the Premises or upon Lessor.

11. DAMAGE OR DESTRUCTION

If the Premises are damaged by fire or other casualty, Lessor shall, subject to the provisions of this Section and provided such repairs can, in the opinion of an independent third-party adjuster or engineering entity, be made within sixty (60) days following such damage, repair the same at its expense (unless such damage is caused by Lessee or any of its employees, invitees or licensees, in which event such repairs shall be made at Lessee's expense), and this Lease shall remain in full force and effect. If such repairs cannot, in the opinion of an independent third-party adjuster or engineering entity, be made within said sixty (60) day period, Lessor, after consultation with Lessee, shall by written notice to Lessee given within sixty (60) days after the date of such fire or other casualty either (1) elect to repair or restore such damage at Lessee's sole cost and expense, and this Lease will continue in full force and effect, or (2) terminate this Lease as of a date specified in such notice, which date shall not be less than thirty (30) days after the date such notice is given. If such fire or other casualty shall have damaged the Premises and if such damage is not the result of the negligence or willful misconduct of Lessee or Lessee's employees, invitees or licensees, then during the period the Premises are rendered unusable by such damage, Lessee shall be entitled to a reduction in, or reimbursement of, Rent based on the extent to which the Premises may be rendered unusable by such damage, or this Lease may be terminated at the option of the Lessor or Lessee in the time and manner set out in this Agreement. Lessor shall not be required to repair any injury or damage or to make any repairs or replacements of any improvements, alterations, additions or fixtures not permanently attached to the Hangars and trade fixtures which it has installed on the Premises by or for Lessee, and Lessee shall at its sole option and at Lessee's sole cost and expense, repair and restore its portion of such improvements, alterations, additions or fixtures not permanently attached to the Hangars and trade fixtures which it has installed.

12. SUBLEASE/ASSIGNMENT

Lessee shall not sublet either Hangar leased under this Agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the

Lessor which shall not be unreasonably withheld or delayed. Storage of aircraft in a non-emergency or weather related situation and 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.

13. 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 thirty (30) 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.

14. FORCE MAJEURE

In the event that Lessee or the Lessor is delayed, directly or indirectly, from the performance of any act or thing required under the terms hereof by acts of God, accidents, fire, floods, inclement weather, governmental action, restrictions, priorities or allocations of any kind and all kinds, strikes or labor difficulties of any and all kinds, shortages of or delay in the delivery of material, acts of war, riot and civil commotion, or by any similar cause reasonably beyond the control of Lessee or the Lessor, as the case may be, such failure (except for the payment of Rent or other sums required by this Lease) shall not be deemed to be a breach of this Lease or a violation of any such covenants and the time within which Lessee or the Lessor must perform any said act shall be extended by a period of time equal to the period of delay arising from any of said causes.

15. 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 Hangars.

Notwithstanding the above, Lessee shall have the right, at its option, to maintain all insurance required under this Section under a program of self-insurance or self-administered claims in lieu of purchasing such insurance. Lessor shall have the rights and privileges to which it would otherwise have been entitled under the terms of this Agreement. Lessee shall provide a letter stating that Lessee is responsible for the particular risks set forth in this Agreement.

16. SURRENDER OF PREMISES

Lessee shall at the end of the Term hereof surrender to Lessor the Premises and all Lessor installed alterations, additions and improvements thereto in the same condition as when received or constructed, but excepting ordinary wear and tear, damage by fire, earthquake, act of God or the elements. Except as otherwise provided in this Lease, Lessor has no obligation and has made no promise to alter, improve, repair, decorate or paint the Premises. No representation respecting the condition of the Premises has been made to Lessee either by Lessor or by any real estate broker, except as specifically herein set forth.

17. CONFLICTS OF INTEREST

Conflicts of interest relating to this Agreement are strictly prohibited. Except as otherwise expressly provided herein, neither Lessor nor any director, employee, or agent of Lessor or its subcontractors or vendors shall give to or receive from any director, employee, or agent of Lessee any gift, entertainment, or other favor of significant value, or any commission, fee, or rebate. Likewise, neither Lessor nor any director, employee, or agent of Lessor or its subcontractors or vendors shall, without prior written notification thereof to Lessee, enter into any business relationship with any director, employee, or agent of Lessee or any Affiliate, unless such Person is acting for and on behalf of Lessee. Additionally, in the event of any violation of this Section, including any violation occurring prior to the date of this Agreement, resulting directly or indirectly in Lessee's consent to enter into this

Agreement, Lessee may, at Lessee's sole option, terminate this Agreement at any time and notwithstanding any other provision of this Agreement, pay Lessor only for that part of the lease provided prior to the date of termination. Lessee may audit any and all records of Lessor and its subcontractors and vendors for the sole purpose of determining whether there has been compliance with this Conflicts of Interest Section. Such audit shall be conducted via an independent, external auditor ("Auditor") authorized by Lessor. Lessor does hereby waive any and all conflicts with may arise from Lessee's use of such Auditor. "Affiliate" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the following: (1) the shares entitled to vote at a general election of directors of such other entity or (2) the voting interest in such other entity if such entity does not have either shares or directors. Affiliates of Lessee expressly include Chevron Corporation ("Chevron"). "Person" means an individual, corporation, company, state, statutory corporation, government entity, or any other legal entity.

18. Not Used.

19. **NO PROCESSING OF PERSONAL DATA**

Lessee and Lessor agree that it is not anticipated that any personal data will be processed by Lessor on behalf of Lessee under or as a result of this Agreement (other than as contained within the terms of the Agreement). If Lessor begins to process personal data on behalf of Lessee, Lessor will immediately notify Lessee and the parties will incorporate appropriate data protection provisions into this Agreement.

20. **NOTICES**

All notices required or permitted to be given hereunder shall be in writing and delivered by facsimile, hand or overnight courier, or mailed in the United States Mail postage prepaid by certified or registered mail, return receipt requested, to the appropriate address (or, if applicable, facsimile number) indicated below or at such other place or places as either Lessor or Lessee may, from time to time, respectively, designate in a written notice given to the other. Notices which are delivered by facsimile or hand or overnight courier shall be deemed received upon delivery or

transmission, as the case may be. Notices which are deposited in the United States Mail in accordance with the terms of this Section shall be deemed received three (3) days after the date of mailing thereof. Notwithstanding the foregoing, a copy of any notice sent by facsimile hereunder shall be delivered to the addressee by hand or overnight courier or shall be mailed in the United States Mail.

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

At to Lessee: Kevin Tazier
 Manager, Aircraft Operations
 96 Runway Road
 Picayune, MS 39466

21. WAIVER

The waiver by Lessor or Lessee of any breach of any agreement, covenant, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, covenant, condition or provision herein contained, nor shall any custom or practice which may develop between Lessor and Lessee in the administration of this Lease be construed to waive or to lessen the right of Lessor or Lessee to insist upon the performance by Lessor or Lessee in strict accordance with this Lease. The subsequent acceptance of Rent hereunder by Lessor or the payment of Rent by Lessee shall not be deemed to be a waiver of any preceding breach by Lessor or Lessee of any agreement, covenant, condition or provision of this Lease, other than the failure of Lessee to pay the particular Rent so accepted, regardless of Lessor's or Lessee's knowledge of such preceding breach at the time of acceptance or payment of such Rent.

22. LEASE THE ENTIRE AGREEMENT; OTHER AGREEMENTS

Entire Agreement. This Lease contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, terms, conditions and

representations, oral or written, made by the parties concerning the matters covered by this Lease.

Quiet Enjoyment. Upon payment by Lessee of Rent for the Premises and the performance of all covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession of the Premises for the Term subject to all of the provisions of this Lease.

23. REAL ESTATE BROKERS

Lessee and the Lessor each represent that it has not had dealings with any real estate broker, finder or other similar person, with respect to this Lease in any manner. Lessee and the Lessor each shall hold harmless the other from all damages resulting from any claims that may be asserted against the other by any broker, finder or other similar person with whom it has or purportedly has dealt.

24. MISCELLANEOUS

If there be more than one person or entity constituting the Lessee, the obligations hereunder imposed upon the Lessee shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. The agreements, covenants, conditions and provisions herein contained shall, subject to Section 12, apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provision of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be governed by and construed in accordance with the local law of the State of Mississippi, without regard to the principles of conflicts of law.

25. RIGHT TO AUDIT

Lessor shall maintain all controls necessary and appropriate in accordance with good management practice and consistent with its obligations under this Agreement. Lessor shall maintain all records necessary and appropriate in accordance with good management practice to record accurately all of the

following: (a) the performance by Lessor of its obligations under this Agreement; (b) amounts payable by Lessee to Lessor under this Agreement; and (c) compliance with from the end of the calendar year in which this Agreement is completed or terminated. Lessee, at any time, at its own cost, may inspect all relevant records until at least twenty-four months from the end of the calendar year in which this Agreement is completed or terminated. Such inspection shall be conducted via an Auditor, as previously defined, authorized by Lessor. Lessor does hereby waive any and all conflicts with may arise from Lessee's use of such Auditor. The inspection shall take place following reasonable notice at the premises of Lessor during normal business hours.

26. RESOLUTION OF DISPUTES

If any controversy or dispute (Dispute) arises out of, or in relation to this Agreement, and if the Dispute cannot be resolved by direct negotiations, either Party must initiate mediation by giving notice to the other. If the Dispute is not resolved by mediation within sixty days from the date of the notice requiring mediation, either Party must initiate binding arbitration by giving notice to the other.

27. ARBITRATION PROCEEDINGS

The following provisions shall apply to arbitration proceedings pursuant to this Agreement:

- (A) The place of arbitration will be Picayune, Mississippi.
- (B) One arbitrator (or three arbitrators if the monetary value of the Dispute is more than US\$5,000,000) will conduct the arbitral proceedings in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules. To the extent of any conflicts between the Act or the CPR Rules and the provisions of this Agreement, the provisions of this Agreement shall prevail. The CPR is the appointing authority.

- (C) The Parties shall submit true copies of all documents considered relevant with their respective statement of claim or defense, and any counterclaim or reply. Neither Party may compel the other to produce additional documents. The maximum number of witnesses each Party may call to give evidence is three witnesses of fact and one expert witness.
- (D) The arbitrator(s) does not have the power to award, nor shall the arbitrator(s) award, any punitive, indirect or consequential damages (however denominated). All arbitration fees and costs shall be paid equally, regardless of which Party prevails, unless provided to the contrary in this Agreement. Each Party shall pay its own costs of legal representation and witness expenses.
- (E) The arbitrator(s) must render a reasoned award in writing. The award is final and binding.
- (F) The Dispute will be resolved as quickly as possible. The arbitration award must be issued within three months from completion of the hearing, or as soon as possible thereafter.

WITNESS the signatures of the parties hereto, this the 6th of January 2015

LESSOR: CITY OF PICAYUNE

BY: [Signature]
Ed Pinero, Mayor

ATTEST:

[Signature]
Deputy City Clerk

LESSEE: [Signature]

WITNESS: [Signature]

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 RECESS

Motion was made by Council Member Stevens, seconded by Council Member Valente to recess until Tuesday, January 20, 2015 at 5:00 pm.

REGULAR MEETING JANUARY 6, 2015

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.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk