

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, April 7, 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, and 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 Pastor Dale Claybough, 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 March 17, 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.

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of March 2015.

**AF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2015**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	500,000	0	0	250,000	(250,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	10,795	74,020	39,330	34,690	94
351-000-341.02-000-000 GROUND LEASES	12,480	0	9,600	6,240	3,360	77
351-000-374.00-000-000 FUEL SALES	4,000	302	1,819	2,000	(181)	45
<b>Total Revenues</b>	<b>595,140</b>	<b>11,097</b>	<b>85,439</b>	<b>297,570</b>	<b>(212,131)</b>	<b>14</b>
<b>Expenditures</b>						
<b>Airport Expenses</b>						
PERSONNEL	57,868	6,142	26,580	28,936	2,356	46
SUPPLIES	6,300	1,055	1,466	3,150	1,884	23
OUTSIDE SERVICES	55,756	5,282	39,354	27,878	(11,476)	71
CAPITAL OUTLAY	0	0	0	(275,000)	(275,000)	0
Total Airport Expenses	119,924	12,479	67,400	(215,036)	(282,436)	56
<b>Total Expenditures</b>	<b>119,924</b>	<b>12,479</b>	<b>67,400</b>	<b>(215,036)</b>	<b>(282,436)</b>	<b>56</b>
Excess Revenue Over (Under) Expenditures	475,216	(1,382)	18,039	512,606	70,305	4

**CF Statement of Activity - MTD and YTD with Budget**  
**City of Picayune**  
**For 3/31/2015**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Revenues</u>						
406-000-211.00-000-000 RECORDING FEES	0	60	19	0	19	0
406-000-340.00-000-000 INTEREST INCOME	200	0	141	100	41	71
406-000-355.00-000-000 MISCELLANEOUS INCOME	350	0	0	175	(175)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	34,500	34,500	0	50
406-000-392.00-000-000 SALE OF LOTS	20,000	2,073	9,004	10,000	(996)	45
<b>Total Revenues</b>	<b>89,550</b>	<b>7,883</b>	<b>43,664</b>	<b>44,775</b>	<b>(1,111)</b>	<b>49</b>
<u>Expenditures</u>						
<u>Cemetery Expenses</u>						
PERSONNEL	76,355	7,774	22,727	38,179	15,452	30
SUPPLIES	7,987	2,029	3,723	3,994	271	47
OUTSIDE SERVICES	3,300	90	1,303	1,650	347	39
Total Cemetery Expenses	87,642	9,893	27,753	43,823	16,070	32
<b>Total Expenditures</b>	<b>87,642</b>	<b>9,893</b>	<b>27,753</b>	<b>43,823</b>	<b>16,070</b>	<b>32</b>
Excess Revenue Over (Under) Expenditures	1,908	(2,010)	15,911	952	(17,181)	834

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**ED Statement of Activity - MTD and YTD with Budget**  
**City of Picayune**  
**For 3/31/2015**

Run: 4/01/2015 at 10:08 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
110-043-340.00-000-000 INTEREST INCOME	250	0	522	125	397	209
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,353	8,186	0	8,186	0
110-043-341.00-000-000 RENT	67,875	0	0	33,938	(33,938)	0
110-402-260.00-000-000 SALES TAX-TOURISM	415,000	39,987	212,986	207,500	5,486	51
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	285	1,040	1,250	(210)	42
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,138	500	2,400	569	1,831	211
110-402-314.06-000-000 PARK TOURNAMENT FEES	560	0	500	275	225	91
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	50	(50)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	250	0	80	125	(45)	32
110-402-346.01-000-000 PARK FUNDRAISER	0	0	1,000	0	1,000	0
IMPROVEMENTS						
110-402-355.00-000-000 MISC INCOME	0	797	1,497	0	1,497	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	104,500	0	0	52,250	(52,250)	0
<b>Total Revenues</b>	<b>592,163</b>	<b>42,932</b>	<b>228,211</b>	<b>296,082</b>	<b>(67,871)</b>	<b>39</b>
<b>Expenditures</b>						
<b>Sale of Lots Expenses</b>						
OUTSIDE SERVICES	5,000	380	2,280	2,500	220	46
CAPITAL OUTLAY	100,001	287	81,446	100,001	18,555	81
Total Sale of Lots Expenses	105,001	667	83,726	102,501	18,775	80
<b>Recreation Expenses</b>						
PERSONNEL	124,465	14,432	60,851	62,234	1,383	49
SUPPLIES	45,000	968	13,063	22,500	9,437	29
OUTSIDE SERVICES	140,947	10,208	50,188	70,474	20,286	36
CAPITAL OUTLAY	3,891	1,200	3,041	3,891	851	78
Total Recreation Expenses	314,303	26,808	127,143	159,099	31,957	40
<b>Retirement Development Expenses</b>						
<b>Total Expenditures</b>	<b>419,304</b>	<b>27,475</b>	<b>210,869</b>	<b>261,600</b>	<b>50,732</b>	<b>50</b>
Excess Revenue Over (Under) Expenditures	172,859	15,457	17,342	34,482	(118,603)	10

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**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2015**

Run: 4/01/2015 at 10:08 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,290,836	100,439	1,097,263	645,418	451,845	85
001-000-201.00-000-000 AJUTO AND MOBILE HOME	226,443	22,243	105,488	113,222	(7,734)	47
001-000-202.00-000-000 PERSONAL TAXES	366,947	39,540	338,947	183,474	155,099	92
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	2,670	2,670	500	2,170	267
001-000-210.00-000-000 PENALTIES & INTEREST	24,588	1,270	4,054	12,294	(8,240)	16
001-000-214.00-000-000 TAX COLLECTION COSTS	65,133	5,780	53,689	32,567	21,122	82
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	1,537	7,222	18,827	(11,605)	19
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	450	1,912	1,913	1,912	100
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	662,686	2,287	356,175	331,343	24,832	54
001-000-222.00-000-000 BUILDING PERMITS	55,000	1,928	32,883	27,500	5,383	60
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	8,000	0	0	4,000	(4,000)	0
001-000-224.00-000-000 LOT CLEAN UP	20,000	1,335	12,293	10,000	2,293	61
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	(39,000)	10,000	(39,000)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	13,750	(13,750)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	8,657	4,329	4,328	100
001-000-247.02-000-000 BULLET PROOF VEST	0	0	4,103	0	4,103	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	11,847	8,750	3,097	68
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	150,000	84,437	84,437	75,000	9,437	56
001-000-260.00-000-000 GENERAL SALES TAX	4,170,045	350,157	2,237,577	2,085,023	152,554	54
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	28,068	(28,068)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	1,741	16,178	9,994	6,184	81
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	916	(916)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	7,200	7,500	(300)	48
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	19,620	181,472	110,000	71,472	82
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	111,522	60,348	51,174	92
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	1,302	6,292	6,500	(208)	48
001-000-330.00-000-000 COURT FINES & FEES	303,000	30,699	147,820	151,500	(3,680)	49
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,330	11,707	11,250	457	52
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	2,000	18	365	1,000	(635)	18
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	100	114	442	50	392	442
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	1,239	6,090	5,100	890	60
001-000-340.00-000-000 INTEREST EARNED	20,000	1,459	7,068	10,000	(2,932)	35
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	18,278	22,737	7,000	15,737	162
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	80,879	0	17,000	40,440	(23,440)	21
001-000-393.04-000-000 SALE OF SCRAP METAL- MAINTENANCE	0	0	184	0	184	0
<b>Total Revenues</b>	<b>8,035,143</b>	<b>689,873</b>	<b>4,857,853</b>	<b>4,017,576</b>	<b>840,277</b>	<b>60</b>
<b>Expenditures</b>						
<u>Municipal Council Expenses</u>						
<u>PERSONNEL</u>	67,163	7,602	32,453	33,583	1,130	48

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**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2015**

Run: 4/01/2015 at 10:08 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Financial Report</b>						
SUPPLIES	500	0	499	250	(249)	100
OUTSIDE SERVICES	54,750	1,577	30,141	27,375	(2,766)	55
CAPITAL OUTLAY	1,449	0	1,449	1,449	0	100
<b>Total Municipal Council Expenses</b>	<b>123,862</b>	<b>9,179</b>	<b>64,542</b>	<b>62,657</b>	<b>(1,886)</b>	<b>52</b>
<b>Municipal Court Expenses</b>						
PERSONNEL	268,606	29,142	130,474	134,304	3,830	49
SUPPLIES	4,250	0	1,570	2,125	555	37
OUTSIDE SERVICES	68,125	6,481	38,065	34,053	(4,002)	56
<b>Total Municipal Court Expenses</b>	<b>340,981</b>	<b>35,623</b>	<b>170,109</b>	<b>170,492</b>	<b>383</b>	<b>50</b>
<b>City Attorney Expenses</b>						
PERSONNEL	19,616	1,113	4,743	9,810	5,067	24
OUTSIDE SERVICES	20,000	393	6,441	10,000	3,559	32
<b>Total City Attorney Expenses</b>	<b>39,616</b>	<b>1,506</b>	<b>11,184</b>	<b>19,810</b>	<b>8,626</b>	<b>28</b>
<b>City Manager Expenses</b>						
PERSONNEL	98,290	11,364	48,978	49,147	169	50
SUPPLIES	6,000	237	1,141	3,000	1,859	19
OUTSIDE SERVICES	15,300	600	3,363	7,651	4,288	22
<b>Total City Manager Expenses</b>	<b>119,590</b>	<b>12,201</b>	<b>53,482</b>	<b>59,798</b>	<b>6,316</b>	<b>45</b>
<b>General Services Expenses</b>						
PERSONNEL	17,307	1,899	8,370	8,655	265	48
SUPPLIES	7,700	302	2,115	3,850	1,735	27
OUTSIDE SERVICES	200,173	5,901	147,877	100,087	(47,790)	74
<b>Total General Services Expenses</b>	<b>225,180</b>	<b>8,102</b>	<b>158,362</b>	<b>112,592</b>	<b>(45,770)</b>	<b>70</b>
<b>Financial Expenses</b>						
PERSONNEL	141,525	16,412	70,627	70,765	138	50
SUPPLIES	7,500	159	1,276	3,750	2,474	17
OUTSIDE SERVICES	69,625	8,350	25,855	34,813	8,958	37
<b>Total Financial Expenses</b>	<b>218,650</b>	<b>24,921</b>	<b>97,758</b>	<b>109,328</b>	<b>11,570</b>	<b>45</b>
<b>Grant Expenses</b>						
PERSONNEL	20,793	2,416	10,465	10,398	(67)	50
SUPPLIES	4,000	80	476	2,000	1,524	12
OUTSIDE SERVICES	7,950	781	4,312	4,475	163	54
<b>Total Grant Expenses</b>	<b>32,743</b>	<b>3,277</b>	<b>15,253</b>	<b>16,873</b>	<b>1,620</b>	<b>47</b>
<b>Code Enforcement Expenses</b>						
PERSONNEL	150,905	17,698	76,068	75,454	(614)	50
SUPPLIES	4,300	326	1,721	2,150	429	40
OUTSIDE SERVICES	51,650	8,849	32,430	30,825	(1,605)	63
<b>Total Code Enforcement Expenses</b>	<b>206,855</b>	<b>26,873</b>	<b>110,219</b>	<b>108,429</b>	<b>(1,790)</b>	<b>53</b>
<b>Police Administration Expenses</b>						
PERSONNEL	126,602	14,926	64,731	63,302	(1,429)	51
SUPPLIES	7,500	128	1,249	3,750	2,501	17
OUTSIDE SERVICES	56,025	3,579	23,822	28,013	4,191	43

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**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2015**

Run: 4/01/2015 at 10:08 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
<b>CAPITAL OUTLAY</b>	8,657	8,657	8,657	4,329	(4,328)	100
Total Police Administration Expenses	198,784	27,290	98,459	99,394	935	50
<b>Patrol &amp; Investigations Expenses</b>						
PERSONNEL	1,398,337	161,485	686,281	699,169	12,888	49
SUPPLIES	136,750	8,372	46,093	68,375	22,282	34
OUTSIDE SERVICES	100,906	16,280	49,780	50,453	673	49
Total Patrol & Investigations Expenses	1,635,993	186,137	782,154	817,997	35,843	48
<b>Domestic Violence Grant Expenses</b>						
SUPPLIES	1,000	0	0	500	500	0
Total Domestic Violence Grant Expenses	1,000	0	0	500	500	0
<b>Custody of Prisoners Expenses</b>						
PERSONNEL	170,227	16,511	73,685	85,115	11,430	43
SUPPLIES	61,500	3,941	21,840	30,750	8,910	36
OUTSIDE SERVICES	53,500	1,600	37,319	45,750	8,432	70
Total Custody of Prisoners Expenses	285,227	22,052	132,844	161,615	28,772	47
<b>Alcohol Countermeasures Grant Expenses</b>						
<b>Records &amp; Communications Expenses</b>						
PERSONNEL	357,332	42,155	180,414	178,668	(1,746)	50
SUPPLIES	6,500	9	1,229	3,250	2,021	19
OUTSIDE SERVICES	20,300	875	10,732	10,150	(582)	53
Total Records & Communications Expenses	384,132	43,039	192,375	192,068	(307)	50
<b>School Patrol Expenses</b>						
PERSONNEL	173,763	16,883	80,682	86,884	6,202	46
SUPPLIES	6,000	433	3,747	3,000	(747)	62
OUTSIDE SERVICES	3,750	212	1,334	1,875	541	36
Total School Patrol Expenses	183,513	17,528	85,763	91,759	5,996	47
<b>Animal Control Expenses</b>						
PERSONNEL	30,601	3,567	15,213	15,302	89	50
SUPPLIES	2,780	219	1,249	1,380	141	45
OUTSIDE SERVICES	42,650	3,425	24,649	18,825	(5,824)	58
Total Animal Control Expenses	76,031	7,211	41,111	35,517	(5,594)	54
<b>Fire Department Expenses</b>						
PERSONNEL	2,006,143	226,688	1,010,888	1,003,074	(7,814)	50
SUPPLIES	54,600	2,409	15,161	27,300	12,139	28
OUTSIDE SERVICES	82,889	13,939	53,764	41,446	(12,318)	65
Total Fire Department Expenses	2,143,632	243,036	1,079,813	1,071,820	(7,993)	50
<b>Streets &amp; Drainage Expenses</b>						
PERSONNEL	328,630	38,444	167,206	164,317	(2,889)	51
SUPPLIES	189,105	11,374	67,854	84,554	16,700	40
OUTSIDE SERVICES	302,050	28,318	175,349	151,026	(24,323)	58
CAPITAL OUTLAY	49,500	0	41,640	49,500	7,860	84

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**GF Statement of Activity - MITD and YTD with Budget  
City of Picayune  
For 3/31/2015**

Run: 4/01/2015 at 10:08 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Streets & Drainage Expenses	849,285	78,136	452,049	449,397	(2,652)	53
<u>Grounds &amp; Beautification Expenses</u>						
PERSONNEL	344,870	36,725	157,198	172,437	15,239	46
SUPPLIES	94,844	7,338	30,542	47,423	16,881	32
OUTSIDE SERVICES	20,950	2,236	10,761	10,475	(286)	51
Total Grounds & Beautification Expenses	460,664	46,299	198,501	230,335	31,834	43
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	46,331	3,729	16,087	23,168	7,081	35
SUPPLIES	14,110	136	1,278	7,055	5,777	9
OUTSIDE SERVICES	10,300	566	3,537	5,150	1,613	34
CAPITAL OUTLAY	184	0	184	184	0	100
Total Equipment Maintenance Expenses	70,925	4,431	21,086	35,557	14,471	30
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	433,318	5,750	311,954	216,659	(95,295)	72
Total Transfers Expenses	433,318	5,750	311,954	216,659	(95,295)	72
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	19,280	1,607	9,640	9,640	0	50
Total Aid to Other Govts Expenses	19,280	1,607	9,640	9,640	0	50
<b>Total Expenditures</b>	<b>8,049,261</b>	<b>804,198</b>	<b>4,086,658</b>	<b>4,072,237</b>	<b>(14,420)</b>	<b>51</b>
Excess Revenue Over (Under) Expenditures	(14,118)	(114,325)	771,195	(54,661)	854,697	5,462

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UF Statement of Activity - MTD and YTD with Budget  
 City of Picayune  
 For 3/31/2015

Run: 4/01/2015 at 10:08 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Revenues</b>						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	2,391	3,750	(1,359)	32
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,640	0	716	1,320	(604)	27
405-000-351.02-000-000 MISC TAP INCOME	25,000	1,050	10,100	12,500	(2,400)	40
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,633	27,748	27,000	748	51
405-000-355.00-000-000 MISC INCOME	112,000	8,489	40,669	56,000	(15,331)	36
405-000-355.01-000-000 MISC INCOME BAGS	4,000	348	1,576	2,000	(424)	39
405-000-360.01-000-000 METERED SALES WATER	1,721,138	124,936	768,882	860,569	(91,687)	45
405-000-360.02-000-000 METERED SALES GAS	2,235,400	235,743	1,744,752	1,117,700	627,052	78
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	200	886	1,000	(114)	44
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,609	78,884	72,500	6,384	54
405-000-365.00-000-000 GARBAGE REVENUE	915,000	82,431	491,295	457,500	33,795	54
405-000-383.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	784	23,463	0	23,463	0
<b>Total Revenues</b>	<b>5,223,678</b>	<b>471,223</b>	<b>3,191,362</b>	<b>2,811,839</b>	<b>579,523</b>	<b>61</b>
<b>Expenditures</b>						
<b>Intrafund Transfers Expenses</b>						
TRANSFERS	100,000	8,333	50,000	50,000	0	50
Total Intrafund Transfers Expenses	100,000	8,333	50,000	50,000	0	50
<b>Utility Administration Expenses</b>						
PERSONNEL	564,707	69,711	296,262	282,355	(13,907)	52
SUPPLIES	29,000	1,364	10,722	14,500	3,778	37
OUTSIDE SERVICES	185,250	19,465	99,804	92,625	(7,179)	54
Total Utility Administration Expenses	778,957	90,540	406,788	389,480	(17,308)	52
<b>Director of Public Works Expenses</b>						
PERSONNEL	159,997	18,853	81,098	79,999	(1,099)	51
SUPPLIES	16,616	705	4,113	8,616	4,503	25
OUTSIDE SERVICES	72,915	10,148	34,527	33,108	(1,419)	47
CAPITAL OUTLAY	32,366	59	9,454	31,366	21,913	29
Total Director of Public Works Expenses	281,894	29,765	129,192	153,089	23,898	46
<b>Water Regulations Expenses</b>						
PERSONNEL	44,627	6,771	31,203	22,315	(8,888)	70
SUPPLIES	39,950	4,551	17,194	19,975	2,781	43
OUTSIDE SERVICES	6,608	(1,612)	1,548	3,304	1,756	23
Total Water Regulations Expenses	91,185	9,710	49,945	45,594	(4,351)	55
<b>Well and Pump Maintenance Expenses</b>						
SUPPLIES	18,975	0	4,127	9,488	5,361	22
OUTSIDE SERVICES	94,582	6,277	42,512	47,291	4,779	45
Total Well and Pump Maintenance Expenses	113,557	6,277	46,639	56,779	10,140	41

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**UF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 3/31/2015**

Run: 4/01/2015 at 10:08 AM

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	18,885	82,838	114,379	31,540	41
SUPPLIES	40,135	1,360	18,506	20,068	1,562	46
OUTSIDE SERVICES	30,630	52	7,781	15,315	7,534	25
Total Utility Construction Expenses	271,642	20,297	109,125	149,762	40,636	40
<u>Water Operations Expenses</u>						
PERSONNEL	311,668	27,977	119,546	148,866	28,320	38
SUPPLIES	139,025	3,846	80,120	69,513	(10,607)	58
OUTSIDE SERVICES	20,350	1,342	15,253	10,175	(5,078)	75
CAPITAL OUTLAY	163,856	0	0	91,929	91,929	0
Total Water Operations Expenses	634,899	33,165	214,919	320,483	105,564	34
<u>Gas Operations Expenses</u>						
PERSONNEL	227,433	33,280	149,421	106,748	(42,674)	66
SUPPLIES	1,436,600	123,107	944,001	718,300	(225,701)	66
OUTSIDE SERVICES	80,300	1,471	32,865	40,150	7,285	41
CAPITAL OUTLAY	2,407,670	128,311	1,079,861	1,203,835	123,974	45
Total Gas Operations Expenses	4,152,003	286,169	2,206,148	2,069,033	(137,116)	53
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,414	434,660	405,000	(29,660)	54
Total Garbage Expenses	810,000	72,414	434,660	405,000	(29,660)	54
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	87,957	3,534	64,095	43,981	(20,114)	73
Total Loan Interest Expenses	87,957	3,534	64,095	43,981	(20,114)	73
<b>Total Expenditures</b>	<b>7,322,094</b>	<b>560,204</b>	<b>3,711,511</b>	<b>3,683,201</b>	<b>(28,311)</b>	<b>51</b>
Excess Revenue Over (Under) Expenditures	(2,088,416)	(88,981)	(520,149)	(1,071,362)	607,834	(25)

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 BUY BACK CEMETERY PLOTS FROM HELEN OLIVIA WILSON DOBBYN**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to buy back cemetery plots from Helen Olivia Wilson Dobbyn described as Lot 3, Plots 4, 5, 6 7 & 8, Block G of the New Palestine Cemetery in the amount of \$62.50.

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.

**MOTION TO BUY BACK CEMETERY PLOTS FROM BONNIE VALLORY**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to buy back cemetery plots from Bonnie Vallory described as Lot 21, Plots 3 & 4, Block U U of the New Palestine Cemetery in the amount of 400.00.

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 April 7, 2015 in the amount of \$ 632,656.99.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT OFFER OF REAL PROPERTY KNOWN AS THE "GAMMILL PROPERTY"**

Motion was made by Council Member Breland, seconded by Council Member Bumpers to accept offer of Real property known as the "Gammill Property".

The following roll call was made:

**VOTING YEA:** Council Members Breland, Bumpers and Stevens

**VOTING NAY:** Mayor Ed Pinero and Council Members Gouguet and Valente

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion died for lack of votes.

**APPLY FOR 2015-2016 STOP VIOLENCE AGAINST WOMEN PROGRAM GRANT**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to apply for the 2015-2016 STOP Violence Against Women Program Grant.

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 RESOLUTION AUTHORIZING CITY TO FILE AN APPLICATION TO THE STATE FOR CDBG FUNDS**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve a Resolution Authorizing the City to File an Application to the State for CDBG Funds and authorize Mayor to sign the same.

**RESOLUTION AUTHORIZING THE CITY OF PICAYUNE TO  
FILE AN APPLICATION TO THE STATE OF MISSISSIPPI FOR  
A GRANT UNDER ITS FISCAL YEAR 2015 CDBG PROGRAM AND  
EXECUTION OF A GRANT AGREEMENT WITH THE STATE  
OF MISSISSIPPI SHOULD THE APPLICATION BE FUNDED**

**WHEREAS**, the State of Mississippi has funds available for cities, towns, and counties under its FY 2015 CDBG Program to provide assistance for public facilities and economic development needs; and

**WHEREAS**, the City of Picayune has identified a public facilities need which can be corrected or eliminated by using grant funds under the FY 2015 CDBG Program.

**NOW, THEREFORE BE IT RESOLVED** that the City of Picayune has the authority to submit an application to the Mississippi Development Authority for FY 2015 CDBG funds and that the Mayor hereby is given the authority to enter into a Grant Agreement with the State of Mississippi should the CDBG Application be funded.

Motion made by: GOUQUET

Seconded by: BUMBERS

Councilmen voting aye: MAYOR PINERO, COUNCIL MEMBERS VALENTE, STEVENS, BRELAND AND GOUQUET

Councilmen voting nay: NONE

**ADOPTED** this the 7<sup>th</sup> day of APRIL, 2015.

**CITY OF PICAYUNE, MISSISSIPPI**

ATTEST:  
  
CITY CLERK

BY:   
MAYOR

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 MATCH RESOLUTION TOWARDS THE 2015 CDBG PUBLIC FACILITIES PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Gouquet to approve a Match Resolution committing \$625,000 in matching funds towards the 2015 CDBG Public Facilities Project and authorize Mayor to sign the same.

**STATE OF MISSISSIPPI  
CITY OF PICAYUNE**

**WHEREAS THE CITY OF PICAYUNE** is eligible to submit a Community Development Block Grant application to the Mississippi Development Authority, for Fiscal Year 2015 funding; and

**WHEREAS THE CITY OF PICAYUNE** is in need of making water distribution system and other related improvements in a designated area of the city; and

**THEREFORE BE IT RESOLVED** that Ed Pinero, in his official capacity, be authorized and empowered to execute the City's Community Development Block Grant application for a Public Facilities grant and that in the event Picayune receives funding for this purpose, through this means, he be authorized and empowered to execute any and all documents relating to this grant; and

**BE IT FURTHER RESOLVED** that the City of Picayune pledges toward the completion of this project a match as follows:

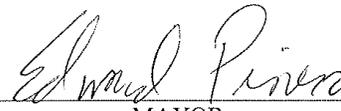
\*\* \$625,000 - Cash (Local Funds) \*\*

**ORDERED AND ADJUDGED ON THIS** 7<sup>th</sup> **DAY OF** APRIL, 2015.

**CITY OF PICAYUNE, MISSISSIPPI**

Attest:

  
\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
MAYOR

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 SAMPLES, HICKS AND ASSOCIATES APPLICATION PREPARATION CONTRACT**

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve Samples, Hicks and Associates Application Preparation Contract for the 2015 CDBG Public Facilities Project and authorize Mayor to sign the same.

**AGREEMENT FOR  
APPLICATION PREPARATION  
FY 2015 CDBG PUBLIC FACILITIES**

**THIS AGREEMENT** is entered into this the 7<sup>th</sup> day of APRIL, 2015, by and between Sample, Hicks and Associates, Inc., herein called the "Consultant", and the City of Picayune, herein called the "City".

**WITNESSETH THAT:**

**WHEREAS**, the State of Mississippi has grant funds under the Community Development Block Grant Program available for communities and counties to address community development problems; and

**WHEREAS**, the City needs assistance in preparing this Community Development Block Grant Application; and

**WHEREAS**, the City desires to engage the Consultant to render professional services described below in the "Scope of Services" in connection with the preparation of the Community Development Block Grant Application, and the Consultant desires to provide said services.

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

1. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services as set forth hereinafter in the "Scope of Services" outlined below.

2. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary during the preparation of the CDBG application.

3. COMPENSATION

As consideration for the performance of the Contract, the City agrees to pay the Consultant a lump sum amount of \$5,000.00, payment to be made subject to approval of the Community Development Block Grant Application.

4. EQUAL OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin.

5. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

6. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished by the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

7. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, Division of Community Services, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, Division of Community Services, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the officials of the Mississippi Development Authority, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

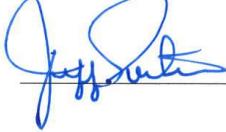
The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Division of Community Services, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of Mississippi Development Authority, Division of Community Services, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times have access to any portion of the Project in which such Participating Party is involved until the completion of all closeout procedures respecting this Grant.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the 7<sup>th</sup> day of APRIL, 2015.

**SAMPLE, HICKS AND ASSOCIATES, INC.**

WITNESS:



BY:



JASON A. HICKS, PRESIDENT

**CITY OF PICAYUNE, MISSISSIPPI**

WITNESS:



CITY CLERK

BY:



MAYOR

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 CONTRACT BY AND BETWEEN RETAIL STRATEGIES AND THE CITY OF PICAYUNE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve contract by and between Retail Strategies and the City of Picayune contingent upon clarification of items outlined by City Attorney.



**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING AND RELATED SERVICES**

**THIS AGREEMENT** is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the City of Picayune, Mississippi (hereinafter referred to as "Client") on this the 7<sup>th</sup> day of April, 2015, as follows:

**WHEREAS**, the Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the City of Picayune, Mississippi which it believes will promote the efficient operation of the Client; and,

**WHEREAS**, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

**W-I-T-N-E-S-S-E-T-H:**

**NOW, THEREFORE**, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

**1. SCOPE OF SERVICES**

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A.

**2. TIME OF PERFORMANCE**

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within one (1) calendar years which shall be calculated as **April 7, 2015 to April 6, 2016**.

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

**3. COMPENSATION**

The Client agrees to pay Consultant for the services as set forth herein, the sum of **\$50,000** for the first year. First payment is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies, LLC for **\$25,000**. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. Second payment is to be made upon delivery of the Strategic Retail Recruitment Plan and receipt of the invoice from Retail Strategies, LLC for **\$25,000**. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The Retail Strategies process and goals are outlined in Exhibit B. The Client shall have the right to renew the contract for additional years, starting in year two, at the rate of **\$30,000** per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project. The Client is not responsible for the payment of brokerage, development, leasing and management fees as the result of services performed by affiliates of Retail Strategies LLC.

**4. CLIENT RESPONSIBILITIES**

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession and such request do not violates the city's to protect personal information.

5. **LEVEL OF COMPETENCE**

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Charles Branch, Scott vonCannon, Joe Strauss, Chuck Branch and Robert Jolly, or other employees as deemed necessary by Consultant. The Research and Marketing Coordinator is Amanda Beshears and is assisted by Ford Fitts and Laura Marinos. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. **MATERIALS/CONFIDENTIALITY**

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. **INTELLECTUAL PROPERTY**

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. **INFORMATION AND REPORTS**

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

**9. COPYRIGHT INFORMATION**

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

**10. APPLICABLE LAWS**

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client.

**12. INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees. Consultant shall provide a copy of the insurance declaration to confirm coverage.

**13. TERMINATION**

Should Consultant violate any of the terms of this Contract or otherwise fail to fulfill its obligations set forth under Exhibit A of this Contract, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. In no way shall more than two (2) opportunities to cure be afforded to Consultant within a twelve month period. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Contract. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder.

**14. CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of its provision of services to the Client pursuant to the terms and conditions of this agreement.

**15. NOTICES/PARTIES REPRESENTATIVES**

The representative of the Client for this agreement shall be Dr. Ed Pinero, Mayor, City of Picayune, Mississippi.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: Dr. Ed Pinero, Jr.  
City of Picayune  
203 Goodyear Blvd  
Picayune, MS 39466

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Consultant: Retail Strategies, LLC  
120 18<sup>th</sup> Street South  
Suite 201  
Birmingham, AL 35233  
Attention: Chuck Branch

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**16. REPRESENTATIVE CAPACITY**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

**17. MISCELLANEOUS**

**Capacity:** Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

**Third Party Beneficiaries:** It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

**Final Integration:** This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

**Force Majeure:** Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

**Amendment in Writing:** This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

**Binding Effect:** This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Captions:** The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

**Construction:** This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

**Mandatory and Permissive:** “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

**Governing Law:** The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

**Prohibition on Assignment and Delegation:** No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

**Waiver:** Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

**Agreement Date/Counterparts:** The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

**Arbitration:** Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and binding arbitration in accordance with the rules of the American Arbitration Association.

CLIENT:

City of Picayune, Mississippi

By Edward Pinso

Title Mayor

Date 4-7-15

CONSULTANT:  
RETAIL STRATEGIES, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT A

**METHODOLOGY AND APPROACH:**

**SUMMARY OF RETAIL ANALYSIS AND SERVICES:**

- Custom Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Picayune
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Retail GAP Analysis
- Retail Peer Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Consumer Attitudes and Behaviors
- Market Maximization Summary and Strategic Leasing Plan
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends

**RETAIL STRATEGIES RESEARCH:**

Our research solutions are not a “one size fits all” or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

Retail Strategies primary data resources include:

**CENSUS, AGS AND ESRI DEMOGRAPHICS**

By incorporating demographic data from multiple sources, DDR is able to better understand the population, income and retail spending shifts taking place in the current economic environment.

**BUSINESS LOCATION DATA**

This location data is ideal for competitive analysis, understanding market opportunities and evaluating market dynamics.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRight™, D&B's Quality Process which gives you the insight you need to identify and target prospects.

**CONSUMER EXPENDITURES**

This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Survey, CEX provides reliable estimates of market demand and average household expenditures.

**RETAIL POTENTIAL**

This new tabulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types.

**TAPESTRY**

Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups.

**FINAL DELIVERABLE AND STRATEGIC RETAIL RECRUITMENT PLAN:**

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account through our BASECAMP platform available to the appropriate contacts in Picayune to access all research, analysis and the strategic plan.

1. Retailer Overview and Recruitment Plan - Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.
2. FOCUS Retail Property Catalog - Retail Strategies, LLC and its partners will work with the city to provide a targeted retail property catalog that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials and all pertinent contact and site specific information relative to each site.
3. Call List and Recruitment Update - an ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers. Updates are posted to the City of Picayune's Basecamp account.

Exhibit B

**PROJECT APPROACH**

The project will be overseen by the Principals of Retail Strategies, the Business Developer for the territory, Charles Branch, and the Client Manager for the project, Scott vonCannon; with support from research manager and retail recruitment staff. This combination of the Retail Strategies' team, utilizing each team member's individual skill set, will create the synergy needed to develop successful retail recruitment in Picayune.

The City of Picayune will be asked to provide the following:

- A project lead to provide information and updates on our progress as well as disseminate information to local stakeholders prior to the research phase of the project.
- A point person to access BaseCamp where the research, analysis, marketing materials, and strategic plan are stored.
- Images and information to be used on the marketing materials
- Provide contacts to property owners from property that is identified as a "Key Site" for retail/shopping center development
- Provide traffic counts for intersections and streets

**RESEARCH: QUANTITATIVE AND IN-MARKET ANALYSIS**

Our research solutions are not a "one size fits all" or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel times, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept. Retail Strategies primary data resources include:

- a. **Conduct and Deliver Market Research to Include:** Timeline – Begins Day 1 and initial research is concluded prior to Strategic Plan delivery in 90 days of an executed agreement. Research updates, site specific research and on-demand research continue throughout the engagement.
  - Identify Picayune Retail Trade Areas using political boundaries, drive times and radii and custom boundary geographies
  - Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
  - Provide Consumer Attitude and Behavior Analysis
  - Conduct Retail Peer Market Analysis
  - Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
  - Thematic Mapping and Aerial Imagery by trade area
  - Retail Competitor Mapping/Analysis
  - Market Maximization Summary and Strategic Leasing Plan

- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research - Historical, Current, and Projected Demographics - to include market trade areas by radius/drive-time, and custom trade areas associated with Picayune

b. In-Market Assessment of Real Estate Assets Timeline - Market visit is scheduled on Day 1 of the project and completed prior to delivery of the Strategic Recruitment Plan.

- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

c. Project Management through BaseCamp Timeline - Basecamp account is established on Day 1 of the project and primary contacts receive instructions on setting login credentials and BASIC Training in order to upload information requested by Retail Strategies. Research Reports will be made available through Basecamp as initial research is completed.

Retail Strategies uses BaseCamp as our document and project management solution to provide access to all project deliverables and real time updates to the appropriate community contacts.

Basecamp is a two way project management solution allowing our clients the ability to upload information to the Retail Strategies team, set alerts, create to do lists, and much more. Retail Strategies also provides all pro-active recruiting updates to our clients through their Basecamp account.

The Client Manager for the Picayune engagement will also upload any on demand research requests and updates of conversations with local property owners, commercial realtors and developers. All users designated by Picayune will receive Basecamp training from Retail Strategies staff through a web meeting.

DEVELOPMENT OF RETAIL RECRUITMENT STRATEGIC PLAN Timeline – Retail Recruitment Strategic Plan is completed and Delivered to the City of Picayune in 90 days and also uploaded to client’s BaseCamp account.

*Provide a Recruitment Strategy for New Retail and Restaurant Companies* – Retail Strategies will develop a Strategic Retail Recruitment plan which will be a summary of the primary retail gaps inclusive of the key retail and restaurant concepts to be pursued with an overview of each retailer relative to size, economics, etc. The Strategic Plan will identify both short-term and long-term recruitment objectives and goals.

*Provide Identification and Recommendation of Retail Prospects* – Retail Strategies will develop a Retail Prospect List which will include retail prospects targeted for recruitment to Picayune. This list of retailers is based on the initial research and analysis – both quantitative and in-market – done on behalf of the City of Picayune. The Retail Prospect List is a dynamic document which is continuously updated based on real time conversations with both retailers and developers. As we represent Picayune nationally, present opportunities in Picayune to retailers and developers, and learn of newly announced retail expansion plans and concepts, the prospect list will be updated accordingly.

*Recommendations for Site Locations for Retail/Restaurant Companies* – Retail Strategies, LLC will work with the city to prioritize commercial properties that may be suitable sites to present to prospective new retailers. This will include maps, marked aeriols, and all pertinent contact and site specific information relative to each site.

*Develop Marketing Materials* – Retail Strategies will develop marketing materials on the client’s behalf to market the community to retailers, developers, etc. These marketing materials become one of the “tools” used to position Picayune as destination for new retail development.

EXECUTION OF CUSTOMIZED STRATEGIC RETAIL RECRUITMENT PLAN Timeline – Retail Strategies begins the Retail Recruitment Plan execution after completion of Strategic Retail Recruitment Plan. Pro-Active recruitment continues for the length of the engagement. Retail Strategies will implement the Strategic Retail Recruitment Plan by establishing relationships and facilitating conversations with key leaders/stakeholders in the City of Picayune including property owners, developers, investors and real estate professionals along with prospective retail/restaurant companies in order to execute the Strategic Retail Recruitment Plan. In addition to facilitating relationships between key entities, Retail Strategies will represent the City of Picayune on a National scale at Retail/Real Estate Conferences, including the International Council of Shopping Centers (ICSC) Global Real Estate Convention and regional Deal Making events, leveraging marketing materials, identifying sites for targeted retailers, and setting meetings with targeted retailers/developers to discuss opportunities within the City of Picayune.

Retail Strategies will also update the Strategic Retail Recruitment Prospect List as we identify new and expanding/emerging retail/restaurant companies. The City of Picayune will be updated on our progress through their BaseCamp account and communication between Retail Strategies and the designated contact at the City of Picayune.

*Portfolio Review* – A prime example of the creativity that drives Retail Strategies is our Portfolio Review program. Due to the number of engaged cities we work with, we have identified retailers and developers looking to aggressive expand their market presence regionally and nationally. We understand the parameters set by retailers when reviewing potential new locations. We have a roster of developers who are looking to replicate previous developments in similar communities across appropriate geographic regions. Retail Strategies meets with these retailers and developers in a variety of settings – corporately, regionally, at ICSC functions or in their offices – to position opportunities across our engaged city portfolio down to the specific sites meeting their criteria. Extensive analysis and preparation prior to the Portfolio Review allow meetings to focus on deal making in addition to exchanging information. Retailers and developers have told us that this is the most productive use of their time and their preferred way to discuss opportunities and negotiate deals.

*Call List and Recruitment Update* – an ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers and developers interested in the Picayune retail trade area. Updates are posted to Basecamp and the appropriate contacts receive an email notification that an update has been added for their review.

EXHIBIT C

Optional Services

**Incentives Consulting**

Retail development in today's market, while improving from the downturn which occurred largely between 2008 and 2011, requires cooperation from all parties involved. Many recent retail projects illustrate how mutual partnerships between the retailers, developers and municipalities can result in WIN-WIN scenarios for all involved. Economic development partnerships between cities seeking new goods and services and increased tax revenues, developers looking for new investment opportunities and retailers looking to grow in new markets which were not economically feasible in the past, are now happening thru collaborative efforts.

In the past, when development economics didn't work, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring to the table.

Today, we believe the municipality needs to have a "seat" at the table initially in all new or re- development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps can become "deal makers" versus "deal breakers".

Each municipality in each state differs in the capability and methodology for providing assistance. Many development agreement alternatives exist to "bridge the gap" and address the funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City contributes city-owned property such as parking facilities or other public infrastructure to help mitigate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately, a n d additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn what were previously considered economically prohibitive deals into viable new development projects. By creating a partnership with the municipality from the inception of a deal, more opportunities exist for new and exciting retail developments to occur.

**Pricing for incentives is based on when Retail Strategies becomes engaged in the process.**

If Retail Strategies is engaged prior to an incentives request from a developer, retailer or third party and the city request assistance from Retail Strategies to research, analyze and/or negotiate the requested incentives package, the cost to the city is \$15,000 plus 4% of the negotiated incentives value per project. The percentage fee is paid over the length of the incentives payback period.

If Retail Strategies is engaged after a project has made an incentives request, the cost to the city is 8% of the cost savings recognized by the city per project paid over the length of the incentives payback period.

**Custom Marketing Materials for Property Owners & Commercial Real Estate Firms**

Negotiated per request

**Meeting Requests outside the Scope of Services**

Reimbursement of Travel Expenses

17

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.

**AUTHORIZE MANUAL CHECK TO DUNGAN ENGINEERING**

Motion was made by Council Member Breland, seconded by Council Member Gouquet to authorize manual check to Dungan Engineering in the amount of \$9,763.98

for the design phase of Safe Routes to School Program Grant-Westside Elementary School.

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 SPECIAL USE PERMIT TO THE PLANTATION LOCATED AT 217 SOUTH CURRAN AVE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept the Alcohol Beverage Panel's recommendation to approve a Special Use Permit to the Plantation located at 217 South Curran Ave. under Ordinance No. 918 as amended from Ordinance No. 882 for Alcoholic Beverages less than 5% by weight including beer and light wine and also Alcoholic Beverages of more than 5% by weight.

The following roll call was made:

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

**VOTING NAY:** Council Member Stevens

**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 Valente, seconded by Council Member Bumpers to open a 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 TO DECLARE 121 GLENWOOD ST. A PUBLIC NUISANCE**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare 121 Glenwood St. PPIN 24083 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 1012 CHESTNUT DR. A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 1012 Chestnut Dr. PPIN 25010 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 WARREN ST. PROPERTY A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare Warren St. PPINS 26999 and 27000 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 603 S BLANKS AVE. A PUBLIC NUISANCE**

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 603 S Blanks Ave. PPIN 26992 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 2316 JACKSON LANDING RD. A PUBLIC NUISANCE**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 2316 Jackson Landing Rd. PPIN 24981 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 CLOSE THE PUBLIC HEARING ON PROPERTY CLEAN UP**

Motion was made by Council Member Valente, seconded by Council Member Gouguet 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.

**APPROVE REQUEST TO PERFORM A SELF-EVALUATION OF SIDEWALKS FOR ADA COMPLIANCE**

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve request to perform a Self-Evaluation of Sidewalks, City Wide for ADA Compliance as required by MDOT, and hire a temporary employee to perform the evaluation.

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 CHANGE ORDER # 4 FOR THE SYSTEM-WIDE CAST IRON GAS MAIN REPLACEMENT PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve Change Order # 4 for the System-Wide Cast Iron Gas Main Replacement Project.

Contract Change Order

OWNER: \_\_\_\_\_ City of Picayune \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ T.L. Wallace Construction, Inc. \_\_\_\_\_

DATE: \_\_\_\_\_ March 31, 2015 \_\_\_\_\_

CHANGE ORDER #: \_\_\_\_\_ 4 \_\_\_\_\_

PROJECT NAME: System-Wide Cast Iron Gas Main Replacement Project

REASON FOR CHANGE: Add pay item to assist with abandoning 4" cast iron gas main along Fifth <sup>Ave.</sup> Street between Pine and Oak Street.

(You are hereby requested to comply with the following changes from the contract plans, specifications, and contract documents)

Item No.	Description of Change	Unit	Original Quantity	Adjusted Quantity	Unit Cost:	Total Contract Cost
02570-X	Abandon 4" Cast Iron Gas Main (Fifth Avenue - Between Pine and Oak)	LS	0	1	\$ 8,980.51	\$ 8,980.51
This Contract Change:						\$ 8,980.51
Original Contract Amount:						\$ 1,717,240.00
Current Contract Amount:						\$ 1,732,248.36
Revised Contract Amount:						\$ 1,741,228.87
Current Completion Date:						2/24/2015
Time Extension Required By Change:						75
Revised Contract Completion Date:						5/10/2015

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY

Recommend By: [Signature] \_\_\_\_\_ 4/7/2015 \_\_\_\_\_  
Engineer Date

Accepted By: [Signature] \_\_\_\_\_ 5-14-15 \_\_\_\_\_  
Contractor Date

Approved By: [Signature] \_\_\_\_\_ 4/7/2015 \_\_\_\_\_  
Owner Date

Approved By: \_\_\_\_\_ \_\_\_\_\_  
Funding Agency Date

O:\1700C052\Documents\Contract Documents\Change Order\CC04-System Wide Cast Iron Gas Main Replacement.xlsx

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 REQUEST TO PAY OFF A SEIZED VEHICLE WITH SPECIAL POLICE DRUG FUNDS AND IN TURN AUTHORIZE SURPLUS OF SAID VEHICLE**

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve request to pay off a seized vehicle with Special Police Drug Funds in the amount of \$366.75 and then authorize surplus of said vehicle.

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 SUPRLUS OF FOLLOWING DESCRIBED VEHICLES**

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

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 travel to Washington, DC April 14-17, 2015, for the purpose of attending the Congressional Fire Service Institute's "National Fire & Emergency Services" Symposium. Travel fully funded by the MS Fire Chief's Association.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE THE SPRING HERBICIDE APPLICATION PROGRAM CONTRACT WITH EDKO, LLC**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to authorize Mayor to sign the Spring Herbicide Application Program contract for the Airport fence line and drainage ditch by Edko, LLC.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME, THE MAYOR EXITED THE MEETING*

**MOTION TO RECESS**

Motion was made by Council Member Valente, seconded by Council Member Stevens to recess until Tuesday, April 21, 2015 at 5:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk