

**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, November 3, 2015, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members, Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

Opening prayer was given by Bro. Dale Claybough, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated October 21, 2015.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT**

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

**AF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 10/30/2015**

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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>						
351-000-341.01-000-000 RENT T-HANGARS	92,700	23,800	23,800	7,725	16,075	26
351-000-341.02-000-000 GROUND/LEASES	12,480	0	0	1,040	(1,040)	0
351-000-374.00-000-000 FUEL SALES	4,000	279	279	333	(54)	7
<b>Total Revenues</b>	<b>109,180</b>	<b>24,079</b>	<b>24,079</b>	<b>9,098</b>	<b>14,981</b>	<b>22</b>
<b>Expenditures</b>						
<b>Airport Expenses</b>						
PERSONNEL	56,595	4,297	4,297	4,717	420	8
SUPPLIES	6,300	19	19	525	506	0
OUTSIDE SERVICES	46,285	6,940	6,240	3,856	(2,384)	13
Total Airport Expenses	109,180	11,256	10,556	9,098	(1,458)	10
<b>Total Expenditures</b>	<b>109,180</b>	<b>11,256</b>	<b>10,556</b>	<b>9,098</b>	<b>(1,458)</b>	<b>10</b>
Excess Revenue Over (Under) Expenditures	0	12,823	13,523	0	16,439	0

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**CF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 10/30/2015**

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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>						
406-000-211.00-000-000 RECORDING FEES	0	12	12	0	12	0
406-000-340.00-000-000 INTEREST INCOME	200	0	0	17	(17)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	78,652	5,750	5,750	6,554	(804)	7
406-000-392.00-000-000 SALE OF LOTS	20,000	330	330	1,567	(1,337)	2
<b>Total Revenues</b>	<b>98,852</b>	<b>6,092</b>	<b>6,092</b>	<b>8,238</b>	<b>(2,146)</b>	<b>6</b>
<b>Expenditures</b>						
<b>Cemetery Expenses</b>						
PERSONNEL	88,342	5,927	5,927	7,363	1,436	7
SUPPLIES	8,409	458	458	701	243	5
OUTSIDE SERVICES	3,100	620	620	1,176	556	20
CAPITAL OUTLAY	5,000	0	0	417	417	0
Total Cemetery Expenses	104,851	7,005	7,005	9,657	2,652	7
<b>Total Expenditures</b>	<b>104,851</b>	<b>7,005</b>	<b>7,005</b>	<b>9,657</b>	<b>2,652</b>	<b>7</b>
Excess Revenue Over (Under) Expenditures	(5,999)	(913)	(913)	(1,419)	(4,798)	(15)

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**ED Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 10/30/2015**

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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>						
110-043-340.00-000-000 INTEREST INCOME	250	0	0	21	(21)	0
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,321	1,321	0	1,321	0
110-043-341.00-000-000 RENT	67,875	0	0	5,856	(5,856)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	38,225	38,225	36,667	1,558	9
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	120	120	208	(88)	5
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	100	100	417	(317)	2
110-402-340.00-000-000 INTEREST INCOME-TOURISM	200	0	0	17	(17)	0
110-402-355.00-000-000 MISC INCOME	0	597	597	0	597	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	92,700	0	0	7,725	(7,725)	0
<b>Total Revenues</b>	<b>608,525</b>	<b>40,363</b>	<b>40,363</b>	<b>50,711</b>	<b>(10,348)</b>	<b>7</b>
<b>Expenditures</b>						
<b>Sale of Lots Expenses</b>						
OUTSIDE SERVICES	5,000	380	380	417	37	8
Total Sale of Lots Expenses	5,000	380	380	417	37	8
<b>Recreation Expenses</b>						
PERSONNEL	146,623	10,215	10,215	12,220	2,005	7
SUPPLIES	45,000	1,334	1,631	3,751	2,120	4
OUTSIDE SERVICES	137,077	12,607	13,020	11,424	(1,596)	10
CAPITAL OUTLAY	0	4,850	0	0	0	0
Total Recreation Expenses	328,700	29,006	24,866	27,395	2,529	8
<b>Retirement Development Expenses</b>						
<b>Total Expenditures</b>	<b>333,700</b>	<b>29,386</b>	<b>25,246</b>	<b>27,812</b>	<b>2,566</b>	<b>8</b>
Excess Revenue Over (Under) Expenditures	274,825	10,977	15,117	22,899	(12,914)	6

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**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 10/30/2015**

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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>						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,348,374	107	107	112,365	(112,258)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	15,988	15,988	18,698	(2,710)	7
001-000-202.00-000-000 PERSONAL TAXES	434,253	7	7	36,188	(36,181)	0
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	83	(83)	0
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	737	737	2,083	(1,346)	3
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	574	574	5,750	(5,176)	1
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	2,898	2,898	3,138	(240)	8
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	460	460	506	(56)	7
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	667,976	2,177	2,177	55,665	(53,488)	0
001-000-222.00-000-000 BUILDING PERMITS	46,800	3,436	3,436	3,900	(464)	7
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	0	1,667	(1,667)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	2,292	(2,292)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	11,900	0	0	992	(992)	0
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	166,037	0	0	13,836	(13,836)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,406,146	378,668	378,668	367,179	11,489	9
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	4,678	(4,678)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	173	173	1,735	(1,562)	1
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	153	(153)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	0	1,250	(1,250)	0
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	1,998	1,998	18,333	(16,335)	1
001-000-276.00-000-000 SCHOOL PATROL	120,696	111,522	111,522	10,058	101,464	92
001-000-289.00-000-000 MUN. COURT WARRANT OFFICER	13,000	10	10	1,083	(1,073)	0
001-000-330.00-000-000 COURT FINES & FEES	338,600	1,690	1,690	28,217	(26,528)	1
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,295	1,295	1,875	(580)	6
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,450	77	77	121	(44)	5
001-000-336.05-000-000 COLLECTION FEE	1,817	3	3	151	(149)	0
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	16,812	10	10	1,401	(1,391)	0
001-000-340.00-000-000 INTEREST EARNED	15,000	690	690	1,250	(560)	5
001-000-355.00-000-000 MISCELLANEOUS INCOME	15,000	791	791	1,250	(459)	5
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	130,280	0	0	10,857	(10,857)	0
001-350-400.72-000-000 MDOT FEDERAL SURFACE TRANS	(328,000)	0	0	(27,333)	27,333	0
001-350-400.73-000-000 FEDERAL SAFE ROUTES TO SCHOOL	(100,000)	0	0	(8,333)	8,333	0
001-350-400.84-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2015-2016	(34,500)	1,689	1,689	(2,875)	4,564	5
001-350-400.85-000-000 LOWER PEARL RIVER VALLEY GRANT 85	(100,000)	0	0	(8,333)	8,333	0
001-350-400.86-000-000 MDOT CROSBY COMMONS	(400,000)	0	0	(33,333)	33,333	0
Total Revenues	7,518,535	524,990	524,990	626,547	(101,559)	7

**Expenditures**

Municipal Council Expenses  
PERSONNEL  
SUPPLIES

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67,847	4,587	4,587	5,654	1,067	7
500	104	104	42	(62)	21

**GF Statement of Activity - MTD and YTD with Budget  
City of Picayune  
For 10/30/2015**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<b>Financial Report</b>						
OUTSIDE SERVICES	25,000	2,015	2,015	2,083	68	8
Total Municipal Council Expenses	93,347	6,706	6,706	7,779	1,073	7
<b>Municipal Court Expenses</b>						
PERSONNEL	276,145	18,637	18,637	23,012	4,375	7
SUPPLIES	4,150	0	0	346	346	0
OUTSIDE SERVICES	71,805	8,046	8,046	5,984	(2,062)	11
Total Municipal Court Expenses	352,100	26,683	26,683	29,342	2,659	8
<b>City Attorney Expenses</b>						
PERSONNEL	20,389	1,345	1,345	1,699	354	7
OUTSIDE SERVICES	20,000	688	688	1,667	980	3
Total City Attorney Expenses	40,389	2,033	2,033	3,366	1,334	5
<b>City Manager Expenses</b>						
PERSONNEL	103,279	7,586	7,586	8,607	1,021	7
SUPPLIES	6,000	78	15	501	486	0
OUTSIDE SERVICES	15,300	3,431	3,431	1,276	(2,155)	22
Total City Manager Expenses	124,579	11,095	11,032	10,384	(646)	9
<b>General Services Expenses</b>						
PERSONNEL	18,103	1,257	1,257	1,510	253	7
SUPPLIES	7,700	410	360	642	282	5
OUTSIDE SERVICES	179,300	5,930	8,598	14,941	6,343	5
Total General Services Expenses	205,103	7,597	10,215	17,093	6,878	5
<b>Financial Expenses</b>						
PERSONNEL	148,529	10,852	10,852	12,377	1,525	7
SUPPLIES	7,500	861	95	625	530	1
OUTSIDE SERVICES	62,850	1,714	1,884	5,238	3,354	3
Total Financial Expenses	218,879	13,427	12,831	18,240	5,409	6
<b>Grant Expenses</b>						
PERSONNEL	21,780	1,470	1,470	1,816	346	7
SUPPLIES	1,500	35	35	125	90	2
OUTSIDE SERVICES	10,100	1,537	1,537	842	(695)	15
Total Grant Expenses	33,380	3,042	3,042	2,783	(259)	9
<b>Code Enforcement Expenses</b>						
PERSONNEL	160,800	11,760	11,760	13,401	1,641	7
SUPPLIES	4,550	177	565	379	(186)	12
OUTSIDE SERVICES	62,250	1,334	1,104	5,189	4,085	2
Total Code Enforcement Expenses	227,600	13,271	13,429	18,969	5,540	6
<b>Police Administration Expenses</b>						
PERSONNEL	135,602	9,787	9,787	11,300	1,513	7
SUPPLIES	7,500	283	294	625	331	4
OUTSIDE SERVICES	62,075	6,250	6,294	5,174	(1,120)	10
Total Police Administration Expenses	205,177	16,320	16,375	17,099	724	8

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**GF Statement of Activity - MTD and YTD with Budget  
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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>Patrol &amp; Investigations Expenses</u>						
PERSONNEL	1,452,610	107,353	107,353	121,051	13,698	7
SUPPLIES	126,750	12,639	6,029	10,563	4,534	5
OUTSIDE SERVICES	103,300	16,591	12,273	8,607	(3,666)	12
CAPITAL OUTLAY	0	32,862	0	0	0	0
Total Patrol & Investigations Expenses	1,682,660	169,445	125,655	140,221	14,566	7
<u>Domestic Violence Grant Expenses</u>						
PERSONNEL	52,155	0	0	4,346	4,346	0
SUPPLIES	0	240	0	0	0	0
Total Domestic Violence Grant Expenses	52,155	240	0	4,346	4,346	0
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	178,261	10,628	10,628	14,856	4,228	6
SUPPLIES	61,500	3,968	3,100	5,124	2,024	5
OUTSIDE SERVICES	15,500	2,205	695	1,292	597	4
Total Custody of Prisoners Expenses	255,261	16,792	14,423	21,272	6,849	6
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records &amp; Communications Expenses</u>						
PERSONNEL	371,760	26,034	26,034	30,980	4,946	7
SUPPLIES	6,500	345	0	541	541	0
OUTSIDE SERVICES	19,300	10,107	10,220	1,608	(8,612)	53
Total Records & Communications Expenses	397,560	36,486	36,254	33,129	(3,125)	9
<u>School Patrol Expenses</u>						
PERSONNEL	173,100	12,664	12,664	14,426	1,762	7
SUPPLIES	6,000	281	281	500	219	5
OUTSIDE SERVICES	3,750	294	294	313	19	8
Total School Patrol Expenses	182,850	13,239	13,239	15,239	2,000	7
<u>Animal Control Expenses</u>						
PERSONNEL	31,964	2,328	2,328	2,664	336	7
SUPPLIES	2,800	124	124	233	109	4
OUTSIDE SERVICES	42,150	3,425	3,425	3,513	88	8
Total Animal Control Expenses	76,914	5,877	5,877	6,410	533	8
<u>Fire Department Expenses</u>						
PERSONNEL	2,060,537	145,720	145,720	171,712	25,992	7
SUPPLIES	54,600	2,609	1,014	4,550	3,536	2
OUTSIDE SERVICES	103,725	8,455	10,636	8,644	(1,992)	10
Total Fire Department Expenses	2,218,862	156,784	157,370	184,906	27,536	7
<u>Streets &amp; Drainage Expenses</u>						
PERSONNEL	342,655	24,466	24,466	28,554	4,088	7
SUPPLIES	169,609	28,072	10,154	14,135	3,981	6
OUTSIDE SERVICES	390,710	24,671	29,949	32,550	2,611	8
Total Streets & Drainage Expenses	902,974	77,209	64,569	75,249	10,680	7

**GF Statement of Activity - MTD and YTD with Budget  
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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>Grounds &amp; Beautification Expenses</u>						
PERSONNEL	370,405	27,369	27,369	30,867	3,498	7
SUPPLIES	94,845	7,195	6,696	7,905	1,209	7
OUTSIDE SERVICES	20,950	1,331	2,422	1,746	(676)	12
Total Grounds & Beautification Expenses	486,200	35,895	36,487	40,518	4,031	8
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	48,565	3,528	3,528	4,047	519	7
SUPPLIES	14,110	2,003	142	1,176	1,034	1
OUTSIDE SERVICES	11,587	629	629	966	337	5
Total Equipment Maintenance Expenses	74,262	6,160	4,299	6,189	1,890	6
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	532,216	6,554	6,554	44,351	37,797	1
Total Transfers Expenses	532,216	6,554	6,554	44,351	37,797	1
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	24,280	1,607	1,607	2,024	417	7
Total Aid to Other Govts Expenses	24,280	1,607	1,607	2,024	417	7
<b>Total Expenditures</b>	<b>8,386,748</b>	<b>626,462</b>	<b>568,680</b>	<b>698,909</b>	<b>130,230</b>	<b>7</b>
Excess Revenue Over (Under) Expenditures	(868,213)	(101,472)	(43,690)	(72,362)	(231,789)	(5)

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**UF Statement of Activity - MTD and YTD with Budget  
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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	8,500	0	0	708	(708)	0
405-000-340-04-000-000 2013 REVENUE BOND INTEREST EARNED	1,000	0	0	83	(83)	0
405-000-351-02-000-000 MISC TAP INCOME	20,000	1,500	1,500	1,667	(167)	8
405-000-352-00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,628	4,628	4,500	128	9
405-000-355-00-000-000 MISC INCOME	78,000	6,070	6,070	6,500	(430)	8
405-000-355-01-000-000 MISC INCOME BAGS	4,000	224	224	333	(109)	6
405-000-360-01-000-000 METERED SALES WATER	1,616,460	130,248	130,248	134,705	(4,457)	8
405-000-360-02-000-000 METERED SALES GAS	2,312,000	120,251	120,251	192,667	(72,416)	5
405-000-362-00-000-000 SERVICE CONNECTION CHARGES	2,000	200	200	167	33	10
405-000-364-00-000-000 UTILITY LATE CHARGES	145,000	13,117	13,117	12,083	1,034	9
405-000-365-00-000-000 GARBAGE REVENUE	927,700	81,647	81,647	77,308	4,339	9
<b>Total Revenues</b>	<b>5,188,660</b>	<b>357,885</b>	<b>357,885</b>	<b>430,721</b>	<b>(72,836)</b>	<b>7</b>
<b>Expenditures</b>						
<b>Intrafund Transfers Expenses</b>						
<b>Utility Administration Expenses</b>						
PERSONNEL	591,453	42,372	42,372	49,289	6,917	7
SUPPLIES	29,000	1,428	1,716	2,417	701	6
OUTSIDE SERVICES	185,250	9,346	9,346	15,437	6,091	5
Total Utility Administration Expenses	805,703	53,146	53,434	67,143	13,709	7
<b>Director of Public Works Expenses</b>						
PERSONNEL	205,363	12,491	12,491	17,115	4,624	6
SUPPLIES	16,091	9,041	445	1,340	895	3
OUTSIDE SERVICES	62,915	3,775	4,295	5,243	948	7
Total Director of Public Works Expenses	284,369	25,307	17,231	23,698	6,467	6
<b>Water Regulations Expenses</b>						
PERSONNEL	46,528	3,611	3,611	3,877	266	8
SUPPLIES	40,000	237	1,763	3,334	1,571	4
OUTSIDE SERVICES	6,608	96	96	551	455	1
Total Water Regulations Expenses	93,136	3,944	5,470	7,762	2,292	6
<b>Well and Pump Maintenance Expenses</b>						
SUPPLIES	17,400	3,673	1,076	1,450	374	6
OUTSIDE SERVICES	81,553	8,131	5,756	6,796	1,040	7
Total Well and Pump Maintenance Expenses	98,953	11,804	6,832	8,246	1,414	7
<b>Sewer Construction Expenses</b>						
<b>Utility Construction Expenses</b>						
PERSONNEL	179,447	12,541	12,541	14,954	2,413	7
SUPPLIES	42,754	1,797	3,162	3,563	401	7
OUTSIDE SERVICES	26,430	142	142	2,202	2,060	1

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Utility Construction Expenses	248,631	14,480	15,845	20,719	4,874	6
<b>Water Operations Expenses</b>						
PERSONNEL	226,687	16,161	16,161	18,891	2,730	7
SUPPLIES	131,608	2,820	50,380	10,969	(39,411)	38
OUTSIDE SERVICES	24,550	660	660	2,046	1,386	3
CAPITAL OUTLAY	91,859	62,028	62,028	91,859	29,831	68
Total Water Operations Expenses	474,704	81,669	129,229	123,765	(5,464)	27
<b>Gas Operations Expenses</b>						
PERSONNEL	266,272	16,616	16,616	22,190	5,574	6
SUPPLIES	1,421,743	62,290	68,693	118,479	49,786	5
OUTSIDE SERVICES	75,519	6,397	12,687	6,294	(6,393)	17
Total Gas Operations Expenses	1,763,534	85,303	97,996	146,963	48,967	6
<b>Garbage Expenses</b>						
GARBAGE EXPENSES	810,000	75,133	75,133	67,500	(7,633)	9
Total Garbage Expenses	810,000	75,133	75,133	67,500	(7,633)	9
<b>Loan Interest Expenses</b>						
INTEREST EXPENSE	119,093	3,391	3,391	9,925	6,534	3
Total Loan Interest Expenses	119,093	3,391	3,391	9,925	6,534	3
<b>Total Expenditures</b>	<b>4,698,123</b>	<b>354,177</b>	<b>404,561</b>	<b>475,721</b>	<b>71,160</b>	<b>9</b>
Excess Revenue Over (Under) Expenditures	470,537	3,708	(46,676)	(45,000)	(143,996)	(10)

19

The following roll call was made:

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

**VOTING NAY:** None

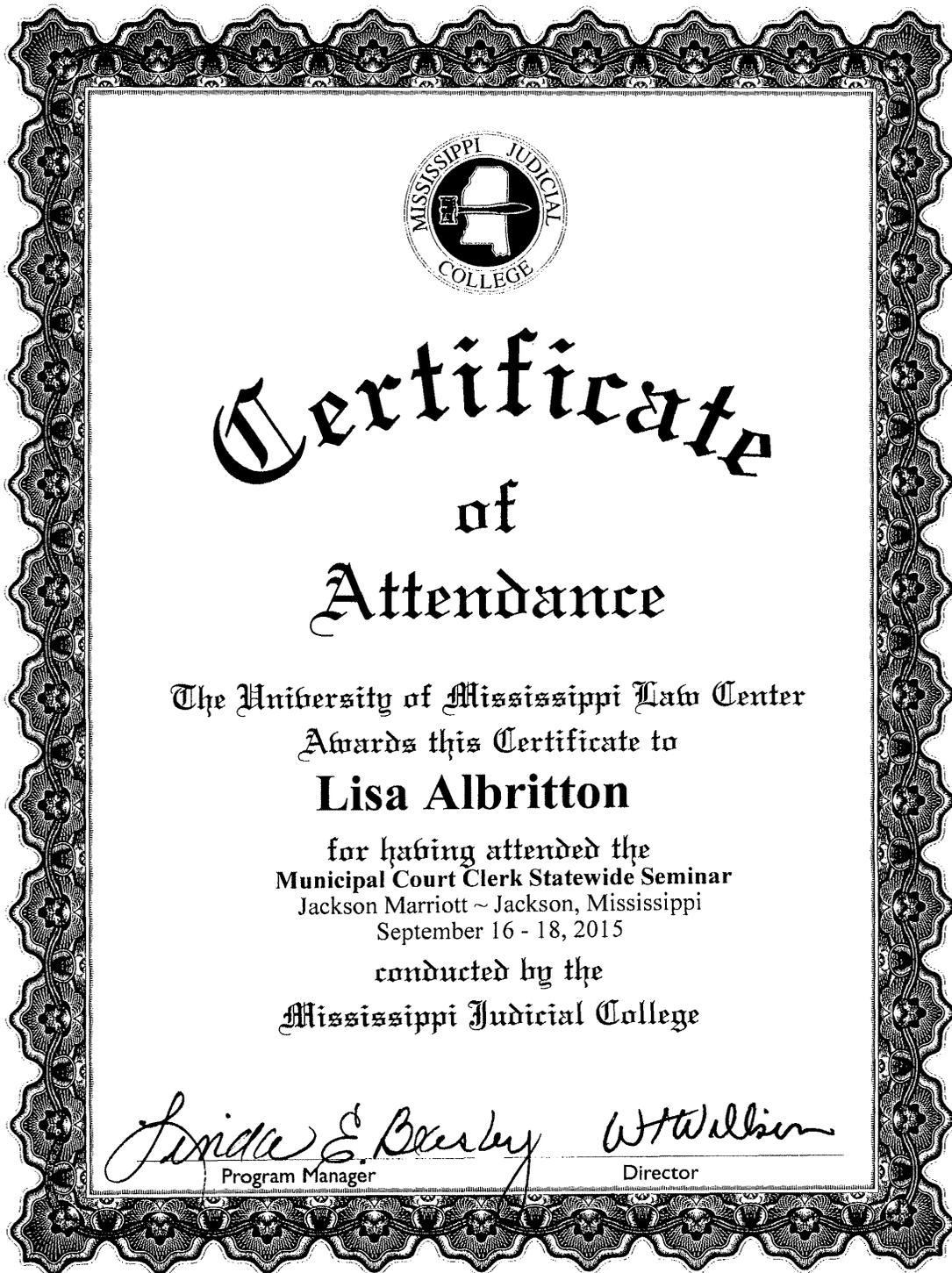
**ABSENT AND NOT VOTING:** Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE CERTIFICATE OF ATTENDANCE FROM LISA ALBRITTON**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of Certificate of Attendance from Lisa Albritton having attended the Municipal Court Clerk Statewide Seminar.



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The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME COUNCIL MEMBER STEVENS RECUSED HERSELF AND LEFT THE MEETING*

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the docket for November 3, 2015 in the amount of \$ 536,915.30.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Stevens and Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME, COUNCIL MEMBER STEVENS RE-ENTERED THE MEETING*

**APPROVE LEASE PURCHASE OF A NEW SLOPE MOWER FOR THE STREETS AND DRAINAGE DEPARTMENT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve lease purchase of a new slope mower for the Street and Drainage department.



VIA EMAIL

October 29, 2015

Mayor and City Council  
City of Picayune, Mississippi  
C/o Mr. Eric Morris

Re: Lease Purchase Financing – One (1) New Kubota Tractor

Gentlemen:

We understand that the City of Picayune, Mississippi is considering lease-purchase financing for One (1) New Kubota Tractor (hereinafter the "Equipment") under the authority of Sec. 31-7-13(e) of the Miss. Code of 1972, as amended. The Equipment has a total cost of See **Below** and 100% of the cost will be financed.

The rates provided below assumes that the debt will be designated as "bank-qualified" tax exempt within the meaning of Sec. 265(b)(3) of the Internal Revenue Code of 1986, as amended. If it is determined that the City is ineligible to issue bank-qualified debt this calendar year, different rates will apply.\*

<u>Amount Financed:</u>	<u>Terms**:</u>	<u>Rate</u>
\$104,419.00	4 Annual payments (in advance) ***\$20,175.58 per year with a balloon pmt of \$27,905.01	1.87%

◆ No Prepayment Charges or Penalties ◆ No Additional Charges of Any Kind ◆

\* Determination of taxability would be the responsibility of the City's legal counsel.  
\*\* The City will certify that the Equipment will not be replaced by other equipment, performing the same or similar functions, until the term of the financing option expires.  
\*\*\*Balloon payment will be due 30 days after the 4<sup>th</sup> annual payment.



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City of Picayune, Mississippi  
Page 2

Should Hancock Bank's proposal of financing be viewed favorably, the issue will be held in the Bank's own portfolio and **NOT** assigned or sold.

This proposal assumes compliance by the City with applicable state and federal law governing borrowings by political subdivisions. In addition, normal Bank credit approval requirements for lending to these types of entities would apply. Credit approval includes approval of both the manufacturer and vendor of the Equipment to be purchased. Necessary documentation would include, but not be limited to, a legal and tax opinion from issuer's legal counsel. Liability and physical damage insurance would be required with Hancock Bank being shown as the additional insured and/or loss payee as its interest may appear.

This proposal is good if accepted within 30 days and the obligation is funded within 60 days of the date of this letter.

*Thank you for considering Hancock Bank for your Governmental Leasing needs!*

Sincerely,

HANCOCK BANK

A handwritten signature in cursive script, appearing to read "Jonathan King".

Jonathan King  
Government Leasing  
Public Finance Department

Post Office Box 4019 • Gulfport, MS 39502  
1-800-522-6542 • hancockbank.com



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The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE DESIGN PHASE AND CONSTRUCTION PHASE ENGINEERING CONTRACT FOR THE GEO-RESOURCES GAS MAIN REPLACEMENT PROJECT**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Design Phase and Construction Phase Engineering Contract for the Geo-Resources Gas Main Replacement Project.



October 29, 2015

Mayor Ed Pinero, Jr.  
City of Picayune  
203 Goodyear Boulevard  
Picayune, Mississippi 39466

RE: City of Picayune  
Geo-Resources Area - Gas Main Replacement Project  
Engineering Services

Dear Mayor Pinero:

Thank you for allowing us the opportunity to assist you with this project. According to the laws set forth by the Mississippi State Board of Registration for Professional Engineers and Surveyors, we can only submit a cost estimate for providing professional services if we are selected for the work based on our qualifications. Therefore, we are submitting this not to exceed cost estimate portion of this proposal with the understanding that it is for budgetary estimate purposes only and is not being used for comparative pricing of the other professional firms. I have reviewed the engineering and surveying work required in connection with the above referenced. I am pleased to provide this letter of agreement for the following engineering services:

**I. Design Phase**

Dungan Engineering, P.A. will provide all engineering and surveying necessary with the assistance of the Public Works Department for the development of the construction drawings, details, and specifications for the Geo-Resources Gas Main Replacement Project. Assistance required by the Public Works Department will be in the form of field investigation to determine locations/sizes of existing mains, valves, connections, etc. The purpose of this project is to replace all of the existing gas mains in this natural gas service area. The proposed project will replace the old mains with new polyethylene gas mains. We also intend to replace all existing service lines from the main to the meter with new plastic service lines and install excess flow valves at all services.

**II. Construction Phase**

Dungan Engineering, P.A. will solicit bids and administer the construction contract for the various elements of work. Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor. Dungan Engineering, P.A. will also provide certified materials testing technicians that will develop and implement a QA/QC program to insure that the materials and workmanship the Contractor provides meets the specifications as outlined in the Contract Documents.

**SERVICE. STRENGTH. SOLUTIONS.**

925 Goodyear Boulevard | Picayune, MS 39466  
P (601) 799-1037 | F (601) 799-0480



**III. Professional Fees**

Dungan Engineering, P.A. proposes to provide all necessary engineering and drafting services, as outlined above, for a lump sum fee equal as outlined below:

- Design Phase – \$58,000.00.
- Construction Phase - \$52,000.00.

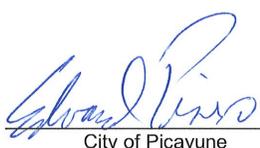
We would expect to start our services immediately after receipt of written confirmation you had accepted our proposal. We intend to perform this work in accordance with generally accepted engineering and surveying principles.

If you accept this proposal please execute both copies of this Letter of Agreement and return one (1) to our office. This letter of agreement is subject to the attached thirty (30) "General Terms and Conditions".

Thanks again for your consideration. We look forward to working with you on this project. If you have any questions or comments, please call me.

Sincerely,

Brooks Wallace, P.E.  
Vice President  
Dungan Engineering, P.A.

Accepted By    
City of Picayune

Enclosures

**SERVICE. STRENGTH. SOLUTIONS.**

925 Goodyear Boulevard | Picayune, MS 39466  
P (601) 799-1037 | F (601) 799-0480

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or

REGULAR MEETING NOVEMBER 3, 2015

adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

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

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

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special,

REGULAR MEETING NOVEMBER 3, 2015

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

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$50,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

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

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

REGULAR MEETING NOVEMBER 3, 2015

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

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with

respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

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

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME, COUNCIL MEMBER LYNN BUMPERS ENTERED THE MEETING*

**AUTHORIZE SURPLUS OF POLICE DEPARTMENT SEIZURE VEHICLES**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize surplus of Police Department seizure vehicles to be sold at Turning Point Auction.

**CITY OF PICAYUNE**

**POLICE DEPARTMENT  
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1J4FT68S2VL557292

DESCRIPTION: 1997 JEEP SPT

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/SURPLUS AS USABLE EQUIPMENT OR PARTS
- TRADE - IN ON PURCHASE OF NEW EQUIPMENT
- TRANSFER

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

REQUEST:

APPROVED  DISAPPROVED

Major C. Kay Cortez #11  
SIGNATURE OF BUREAU COMMANDER

10-22-15  
DATE OF REQUEST

APPROVED  DISAPPROVED

[Signature]  
SIGNATURE OF DEPARTMENT CHIEF

10-22-15  
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

35

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 WAL-MART GRANT FOR FIRE DEPARTMENT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Wal-Mart grant in the amount of \$1,000 to be used to buy safety handouts and materials for children and senior citizens.

The following roll call was made:

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

**VOTING NAY:** None

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

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND GARY BEHRENS**

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve T-Hangar lease agreement by and between City of Picayune and Gary Behrens.

**STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER**

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **3rd day of November 2015** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Gary Behrens** hereinafter referred to as the "Lessee",

**WITNESSETH:**

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. J-3** 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 month to month, with the term to begin on the **3rd day of November, 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, 203 Goodyear Blvd., Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and

remove any of the Lessee's personal effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

**13. FORCE MAJEURE**

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

**14. INSURANCE**

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

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

**15. SURRENDER OF PREMISES**

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

**16. NOTICES**

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

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

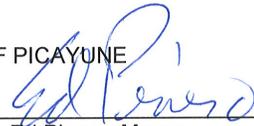
At to Lessee: Garry Behrens  
35363 Fleetwood Dr.  
Slidell LA 70460  
985-502-0691

WITNESS the signatures of the parties hereto, this the 3<sup>rd</sup> day of November  
2015

LESSOR:

CITY OF PICAYUNE

BY:

  
Ed Pinero, Mayor

ATTEST:

*Dsp*   
City Clerk

LESSEE:



WITNESS:

  
Airport manager

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 NED FORMBY**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve T-Hangar Lease Agreement by and between the City of Picayune and Ned Formby.

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **3rd day of November 2015** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Ned Formby/Mississippi Aerospace Club, LLC** hereinafter referred to as the "Lessee",

**WITNESSETH:**

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. I-8** 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 annually, with the term to begin on the **3rd day of November, 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 ~~\$225.00~~ <sup>\$250.00</sup> monthly plus a ~~\$225.00~~ <sup>\$250.00</sup> hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal

Airport, 203 Goodyear Blvd., Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

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

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6. **INDEMNIFICATION**

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7. **INSPECTION**

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

8. **SECURITY**

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

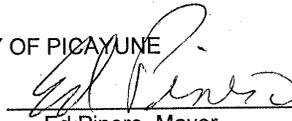
At to Lessee: Mississippi Aerospace Club, LLC  
Ned Formby  
501 South Main Street  
Picayune MS 39466

WITNESS the signatures of the parties hereto, this the 3<sup>rd</sup> day of November  
2015

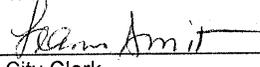
LESSOR:

CITY OF PICAYUNE

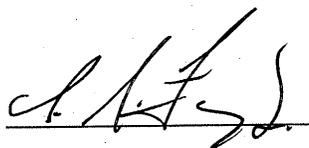
BY:

  
Ed Pinero, Mayor

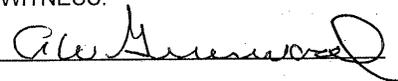
ATTEST:

*Dp*   
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.

**MOTION TO RECESS**

Motion was made by Council Member Breland, seconded by Council Member Valente to recess until Tuesday, November 17, 2015 at 5:00 P.M.

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.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk