

**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, October 3, 2017, at 5:00 p.m. in regular session with the following officials present:, Mayor Ed Pinero, Council Members, Tammy Valente, Jan Stevens and Wayne Gouguet and City Manager Jim Luke and City Clerk Amber Hinton. Council Members Lynn Bumpers and Larry Breland were absent.

It being determined a quorum was present, the following proceedings were held.

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

AT THIS TIME CAROL PHARES OF MARGARET REED CROSBY MEMORIAL LIBRARY GAVE A BRIEF UPDATE AND THANKS TO THE CITY OF PICAYUNE

ORDER TO APPROVE MINUTES DATED SEPTEMBER 15, 2017 AND SEPTEMBER 20, 2017

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated September 15, 2017 and September 20, 2017.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

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 September 2017.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:06 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	107,000	11,550	119,072	107,000	12,072	111
351-000-341.02-000-000 GROUND LEASES	12,480	0	40,593	12,480	28,113	325
351-000-374.00-000-000 FUEL SALES	3,500	411	4,001	3,500	501	114
351-350-400.87-000-000 USDOT - MDTOT-FAA GRANT REIMBURSEMENT	40,500	0	40,500	40,500	0	100
351-350-400.92-000-000 USDOT-FAA-MDOT GRANT #92	512,050	0	0	512,050	(512,050)	0
Total Revenues	675,530	11,961	204,166	675,530	(471,364)	30
Expenditures						
Airport Expenses						
PERSONNEL	56,633	4,294	56,046	56,633	587	99
SUPPLIES	8,350	21	8,016	8,350	334	96
OUTSIDE SERVICES	57,841	4,012	50,423	57,841	7,418	87
CAPITAL OUTLAY	10,700	10,684	10,684	10,700	16	100
Total Airport Expenses	133,524	19,011	125,169	133,524	8,355	94
Total Expenditures	133,524	19,011	125,169	133,524	8,355	94
Excess Revenue Over (Under) Expenditures	542,006	(7,050)	78,997	542,006	(479,719)	15

21

CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017

Run: 9/29/2017 at 8:06 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	(182)	(248)	0	(248)	0
406-000-340.00-000-000 INTEREST INCOME	200	0	804	200	604	402
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	82,227	82,552	(325)	100
406-000-392.00-000-000 SALE OF LOTS	20,000	4,964	23,191	20,000	3,191	116
Total Revenues	102,752	11,661	105,974	102,752	3,222	103
Expenditures						
Cemetery Expenses						
PERSONNEL	87,532	6,319	88,908	87,532	(1,376)	102
SUPPLIES	8,970	398	6,284	8,970	2,686	70
OUTSIDE SERVICES	8,165	181	7,980	8,165	205	97
CAPITAL OUTLAY	5,000	0	0	5,000	5,000	0
Total Cemetery Expenses	109,667	6,898	103,152	109,667	6,515	94
Total Expenditures	109,667	6,898	103,152	109,667	6,515	94
Excess Revenue Over (Under) Expenditures	(6,915)	4,763	2,822	(6,915)	(3,293)	41

**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:06 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	1,400	0	2,885	1,400	1,485	206
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,214	14,881	0	14,881	0
110-043-341.00-000-000 RENT	67,875	0	0	67,875	(67,875)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.04-000-000 LAND LEASE - SHALE SUPPORT SERV	0	19,086	19,086	0	19,086	0
110-402-260.00-000-000 SALES TAX-TOURISM	450,000	38,216	462,476	450,000	12,476	103
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	290	3,510	2,500	1,010	140
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	0	600	5,000	(4,400)	12
110-402-314.08-000-000 PARK GATE ENTRANCE FEES	10,000	0	3,000	10,000	(7,000)	30
110-402-340.00-000-000 INTEREST INCOME-TOURISM	250	0	1,142	250	892	457
110-402-346.00-000-000 DONATIONS	2,478	0	2,214	2,478	(264)	89
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	92,700	0	92,700	92,700	0	100
Total Revenues	632,203	58,806	602,495	632,203	(29,708)	95
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	7,500	380	8,577	7,500	(1,077)	114
Total Sale of Lots Expenses	7,500	380	8,577	7,500	(1,077)	114
Recreation Expenses						
PERSONNEL	151,433	10,620	149,998	151,433	1,435	99
SUPPLIES	56,572	1,503	56,572	56,572	411	99
OUTSIDE SERVICES	139,203	7,047	134,271	139,203	4,932	96
Total Recreation Expenses	347,208	19,170	340,430	347,208	6,778	98
Retirement Development Expenses						
Total Expenditures	354,708	19,550	349,007	354,708	5,701	98
Excess Revenue Over (Under) Expenditures	277,495	39,256	253,488	277,495	(35,409)	91

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:09 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,348,374	100,840	1,447,302	1,348,374	98,928	107
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	24,765	243,922	224,373	19,549	109
001-000-202.00-000-000 PERSONAL TAXES	434,253	15	352,660	434,253	(81,593)	81
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	197	1,000	(803)	20
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	12,462	30,716	25,000	5,716	123
001-000-211.00-000-000 OTHER FEES	0	0	75	0	75	0
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	4,427	70,872	69,000	1,872	103
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	13,482	35,260	37,654	(2,394)	94
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	900	7,425	6,075	1,350	122
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	601,886	29,945	589,441	601,886	(12,445)	98
001-000-222.00-000-000 BUILDING PERMITS	46,800	6,183	78,343	46,800	31,543	167
001-000-224.00-000-000 LOT CLEAN UP	20,000	10,267	24,191	20,000	4,191	121
001-000-227.00-000-000 INSPECTION FEES	9,000	1,325	16,220	9,000	7,220	180
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	40,859	27,500	13,359	149
001-000-250.00-000-000 MUNICIPAL-STATE AID	11,900	0	15,550	11,900	3,650	131
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	166,037	97,188	181,476	166,037	15,439	109
001-000-260.00-000-000 GENERAL SALES TAX	4,680,146	393,103	4,889,199	4,680,146	199,013	103
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	67,945	0	59,074	67,945	(8,871)	87
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	1,400	22,409	20,825	1,584	108
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	1,833	1,831	2	100
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	11,700	15,000	(3,300)	78
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	15,803	251,794	220,000	31,794	114
001-000-276.00-000-000 SCHOOL PATROL	148,696	0	148,696	148,696	0	100
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	0	10	992	0	992	0
001-000-330.00-000-000 COURT FINES & FEES	258,600	7,923	201,949	258,600	(56,651)	78
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,195	23,347	22,500	847	104
001-000-335.00-000-000 POLICE EQUIP. ASSESSMENTS	1,450	106	711	1,450	(739)	49
001-000-336.00-000-000 POLICE EQUIP. ASSESSMENTS	0	0	15	0	15	0
001-000-336.05-000-000 COLLECTION FEE	1,817	33	1,056	1,817	(762)	58
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	0	10	700	0	700	0
001-000-340.00-000-000 INTEREST EARNED	15,000	620	27,300	15,000	12,300	182
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,250	0	1,250	1,250	0	100
001-000-346.02-000-000 DONATIONS	485	0	1,485	485	1,000	306
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	12,775	0	12,775	0
001-000-348.04-000-000 DONATIONS HONOR PROGRAM CROSBY COMMONS	10,238	0	12,491	10,238	2,253	122
001-000-355.00-000-000 MISCELLANEOUS INCOME	398,270	900	396,918	398,270	(1,352)	100
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	45,000	0	45,000	45,000	0	100
001-000-380.10-000-000 TRANSFER FROM PFYP II FUND	1,348	0	1,348	1,348	0	100
001-350-400.72-000-000 MDOT FEDERAL SURFACE TRANS	0	0	4,477	0	4,477	0
001-350-400.85-000-000 LOWER PEARL RIVER VALLEY GRANT 85	100,000	0	0	100,000	(100,000)	0
001-350-400.86-000-000 MDOT CROSBY COMMONS	510,000	41,273	421,669	510,000	(88,331)	83
001-350-400.89-000-000 MDOT YOUTH GRANT FY 2016	34,200	0	32,104	34,200	(2,096)	94
001-350-400.91-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2016-2017	40,457	0	34,439	40,457	(6,018)	85

5

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:09 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-350-400.93-000-000 LOWER PR VALLEY POLICE	10,504	0	10,504	10,504	0	100
SUMMER CAMP						
001-350-400.94-000-000 LOWER PR VALLEY PICAYUNE FIRE	39,527	0	39,527	39,527	0	100
DEPT GRANT						
Total Revenues	9,673,941	764,175	9,739,231	9,673,941	65,289	101
Expenditures						
<u>Municipal Council Expenses</u>						
PERSONNEL	66,762	4,553	64,750	66,762	2,012	97
SUPPLIES	1,500	0	565	1,500	935	38
OUTSIDE SERVICES	35,000	561	22,368	35,000	12,632	64
Total Municipal Council Expenses	103,262	5,114	87,683	103,262	15,579	85
<u>Municipal Court Expenses</u>						
PERSONNEL	262,138	19,876	278,203	262,138	(16,065)	106
SUPPLIES	4,150	37	4,069	4,150	81	98
OUTSIDE SERVICES	79,805	8,619	71,540	79,805	8,265	90
Total Municipal Court Expenses	346,093	28,532	353,812	346,093	(7,719)	102
<u>City Attorney Expenses</u>						
PERSONNEL	20,303	1,358	20,331	20,303	(28)	100
OUTSIDE SERVICES	20,000	386	7,127	20,000	12,873	36
Total City Attorney Expenses	40,303	1,744	27,458	40,303	12,845	68
<u>City Manager Expenses</u>						
PERSONNEL	104,368	7,803	104,861	104,368	(493)	100
SUPPLIES	6,000	58	3,098	6,000	2,902	52
OUTSIDE SERVICES	15,300	367	14,763	15,300	537	96
Total City Manager Expenses	125,668	8,228	122,722	125,668	2,946	98
<u>General Services Expenses</u>						
PERSONNEL	18,567	0	14,068	18,567	4,499	76
SUPPLIES	7,700	307	7,306	7,700	394	95
OUTSIDE SERVICES	177,000	4,152	163,569	177,000	13,411	92
Total General Services Expenses	203,267	4,459	184,963	203,267	18,304	91
<u>Financial Expenses</u>						
PERSONNEL	150,488	11,301	150,607	150,488	(119)	100
SUPPLIES	7,500	1,458	3,669	7,500	3,811	48
OUTSIDE SERVICES	62,500	3,849	43,734	62,500	18,766	70
Total Financial Expenses	220,488	16,608	198,030	220,488	22,458	90
<u>Grant Expenses</u>						
PERSONNEL	21,687	1,628	22,251	21,687	(564)	103
SUPPLIES	1,500	58	627	1,500	873	42
OUTSIDE SERVICES	10,100	1,000	5,559	10,100	4,541	55
Total Grant Expenses	33,287	2,686	28,437	33,287	4,850	85
<u>Code Enforcement Expenses</u>						

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:09 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	182,660	10,708	163,540	182,660	19,120	90
SUPPLIES	5,000	782	4,419	5,000	582	88
OUTSIDE SERVICES	63,000	1,107	18,085	63,000	44,915	29
Total Code Enforcement Expenses	250,660	12,597	186,044	250,660	64,617	74
Police Administration Expenses						
PERSONNEL	137,174	9,419	144,665	137,174	(7,491)	105
SUPPLIES	8,820	106	6,865	8,820	1,955	78
OUTSIDE SERVICES	65,256	3,062	40,103	65,256	25,154	61
CAPITAL OUTLAY	61,894	0	61,178	61,894	716	99
Total Police Administration Expenses	273,144	12,587	252,811	273,144	20,334	93
Patrol & Investigations Expenses						
PERSONNEL	1,502,788	100,889	1,473,199	1,502,788	29,589	98
SUPPLIES	109,850	6,245	90,080	109,850	19,770	82
OUTSIDE SERVICES	125,157	5,254	108,253	125,157	16,905	86
CAPITAL OUTLAY	7,728	0	7,728	7,728	0	100
Total Patrol & Investigations Expenses	1,745,523	112,388	1,679,260	1,745,523	66,264	96
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	195,000	11,060	171,006	195,000	23,994	88
SUPPLIES	57,236	3,421	35,539	57,236	21,697	62
OUTSIDE SERVICES	20,265	110	16,236	20,265	4,029	80
Total Custody of Prisoners Expenses	272,501	14,591	222,781	272,501	49,720	82
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	399,272	26,671	329,801	399,272	69,471	83
SUPPLIES	5,500	570	2,899	5,500	2,601	53
OUTSIDE SERVICES	19,300	389	16,845	19,300	2,455	87
Total Records & Communications Expenses	424,072	27,630	349,545	424,072	74,527	82
School Patrol Expenses						
PERSONNEL	175,169	13,827	195,977	175,169	(20,808)	112
SUPPLIES	6,000	509	5,254	6,000	746	88
OUTSIDE SERVICES	3,750	137	3,347	3,750	403	89
Total School Patrol Expenses	184,919	14,473	204,578	184,919	(19,659)	111
Animal Control Expenses						
PERSONNEL	34,780	2,450	37,959	34,780	(3,179)	109
SUPPLIES	5,035	183	4,578	5,035	457	91
OUTSIDE SERVICES	42,150	3,425	42,100	42,150	50	100
Total Animal Control Expenses	81,965	6,058	84,637	81,965	(2,672)	103
Fire Department Expenses						
PERSONNEL	2,081,136	147,745	2,045,406	2,081,136	35,730	98
SUPPLIES	56,450	3,904	50,081	56,450	6,369	89

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:09 AM

Page: 4

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
OUTSIDE SERVICES	118,827	5,670	110,319	118,827	8,508	93
CAPITAL OUTLAY	11,100	0	2,500	11,100	8,600	23
Total Fire Department Expenses	2,267,513	157,319	2,208,306	2,267,513	59,207	97
<u>Streets & Drainage Expenses</u>						
PERSONNEL	348,219	25,735	346,203	348,219	2,016	99
SUPPLIES	154,609	7,635	95,572	154,609	59,037	62
OUTSIDE SERVICES	411,210	18,527	337,264	411,210	73,946	82
CAPITAL OUTLAY	534,300	0	304,316	534,800	230,484	57
Total Streets & Drainage Expenses	1,448,338	51,897	1,083,355	1,448,838	365,483	75
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	375,062	29,379	386,970	375,062	(11,908)	103
SUPPLIES	84,345	9,681	72,195	84,345	12,150	86
OUTSIDE SERVICES	26,614	1,108	25,886	26,614	728	97
CAPITAL OUTLAY	12,491	5,709	8,476	12,491	4,015	68
Total Grounds & Beautification Expenses	498,512	45,877	493,527	498,512	4,985	99
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	49,328	3,534	49,218	49,328	110	100
SUPPLIES	14,110	247	4,869	14,110	9,241	35
OUTSIDE SERVICES	11,587	600	9,808	11,587	1,779	85
Total Equipment Maintenance Expenses	75,025	4,381	63,895	75,025	11,130	85
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	567,565	6,879	567,565	567,565	0	100
Total Transfers Expenses	567,565	6,879	567,565	567,565	0	100
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	20,480	1,607	19,280	20,480	1,200	94
Total Aid to Other Govts Expenses	20,480	1,607	19,280	20,480	1,200	94
Total Expenditures	9,183,085	535,655	8,418,689	9,183,085	764,399	92
Excess Revenue Over (Under) Expenditures	490,856	228,520	1,320,542	490,856	(699,110)	269

18

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:09 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	8,500	0	14,119	8,500	5,619	166
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	1,000	0	2,848	1,000	1,848	285
405-000-351.02-000-000 MISC TAP INCOME	20,000	1,050	15,188	20,000	(4,812)	76
405-000-352.00-000-000 PRCLIA BILLING/AMR PAYMENTS	54,000	4,670	55,927	54,000	1,927	104
405-000-355.00-000-000 MISC INCOME	110,100	5,446	113,127	110,100	3,027	103
405-000-355.01-000-000 MISC INCOME BAGS	4,000	168	2,856	4,000	(1,144)	71
405-000-360.01-000-000 METERED SALES WATER	2,002,454	171,380	2,002,501	2,002,454	47	100
405-000-360.02-000-000 METERED SALES GAS	2,312,000	126,072	2,698,585	2,312,000	386,585	117
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	200	2,060	2,000	60	103
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	14,052	156,794	145,000	11,794	108
405-000-365.00-000-000 GARBAGE REVENUE	1,017,388	88,873	1,066,897	1,017,388	49,509	105
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	1,854	0	1,854	0
405-350-400.88-000-000 MS DEV AUTH- CDBG -WATER DISB IMP	472,000	0	326,112	472,000	(145,888)	69
Total Revenues	6,148,442	411,911	6,458,868	6,148,442	310,426	105
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	45,000	0	45,000	45,000	0	100
Total Intrafund Transfers Expenses	45,000	0	45,000	45,000	0	100
Utility Administration Expenses						
PERSONNEL	643,489	45,644	632,726	643,489	10,763	98
SUPPLIES	29,000	605	24,219	29,000	4,781	84
OUTSIDE SERVICES	185,720	4,554	143,922	185,720	41,798	77
Total Utility Administration Expenses	858,209	50,803	800,867	858,209	57,342	93
Director of Public Works Expenses						
PERSONNEL	175,763	12,909	175,732	175,763	31	100
SUPPLIES	19,679	345	13,014	19,679	6,665	66
OUTSIDE SERVICES	64,074	4,003	59,538	64,074	4,536	93
CAPITAL OUTLAY	7,529	324	7,528	7,529	1	100
Total Director of Public Works Expenses	267,045	17,581	255,812	267,045	11,233	96
Water Regulations Expenses						
PERSONNEL	46,281	3,466	50,658	46,281	(4,377)	109
SUPPLIES	40,022	4,428	34,662	40,022	5,360	87
OUTSIDE SERVICES	6,910	89	5,620	6,910	1,290	81
Total Water Regulations Expenses	93,213	7,983	90,940	93,213	2,273	98
Well and Pump Maintenance Expenses						
SUPPLIES	17,400	4,759	17,282	17,400	118	99
OUTSIDE SERVICES	88,403	4,803	72,428	88,403	15,975	82

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/29/2017**

Run: 9/29/2017 at 8:09 AM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Well and Pump Maintenance Expenses	105,803	9,562	89,710	105,803	16,093	85
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	213,728	13,897	197,383	213,728	16,345	92
SUPPLIES	44,606	3,536	41,913	44,606	2,693	94
OUTSIDE SERVICES	26,830	90	24,243	26,830	2,587	90
Total Utility Construction Expenses	285,164	17,523	263,539	285,164	21,625	92
<u>Water Operations Expenses</u>						
PERSONNEL	214,341	13,268	226,394	214,341	(12,053)	106
SUPPLIES	144,317	2,121	117,413	144,317	26,904	81
OUTSIDE SERVICES	24,550	592	23,994	24,550	556	98
CAPITAL OUTLAY	4,235,671	76,245	290,624	4,235,671	3,945,047	7
Total Water Operations Expenses	4,618,879	92,226	656,425	4,618,879	3,960,454	14
<u>Gas Operations Expenses</u>						
PERSONNEL	266,555	16,299	230,732	266,555	35,823	87
SUPPLIES	1,462,872	137,525	1,537,682	1,462,872	(74,810)	105
OUTSIDE SERVICES	77,360	1,509	66,806	77,360	10,554	86
CAPITAL OUTLAY	639,064	0	521,318	639,064	117,746	82
Total Gas Operations Expenses	2,445,851	155,333	2,356,538	2,445,851	89,313	96
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	880,000	78,464	947,402	880,000	(67,402)	108
Total Garbage Expenses	880,000	78,464	947,402	880,000	(67,402)	108
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	112,798	3,177	115,581	112,798	(2,783)	102
Total Loan Interest Expenses	112,798	3,177	115,581	112,798	(2,783)	102
Total Expenditures	9,711,962	432,652	5,623,814	9,711,962	4,088,148	58
Excess Revenue Over (Under) Expenditures	(3,563,520)	(20,741)	835,054	(3,563,520)	(3,777,722)	23

20

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF CERTIFICATE OF ATTENDANCE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of Certificate of Attendance for Lisa Albritton having attended the Municipal Court Clerk Conference in Tunica, MS September 6-8, 2017.



The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the docket for October 3, 2017 in the amount of \$ 791,335.23.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to Proclaim October as Domestic Violence Awareness Month. Renee Davis came to accept the proclamation.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE FY 2017 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept the FY 2017 Municipal Compliance Questionnaire.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
CITY OF PICAYUNE
203 GOODYEAR BLVD. PICAYUNE, MS 39466
2. List the date and population of the latest official U.S. Census or most recent official census:
2010 CENSUS - POPULATION 10,848 (SEE ATTACHED)
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHED
4. Period of time covered by this questionnaire:
From: OCTOBER 1, 2016 To: SEPTEMBER 30, 2017
5. Expiration date of current elected officials' term: JUNE 30, 2021

REGULAR MEETING OCTOBER 3, 2017

CITY OF PICAYUNE
 203 GOODYEAR BLVD.
 PICAYUNE, MS 39466
 601.798.9770
www.picayune.ms.us

<u>Name</u>	<u>Title</u>	<u>Precint</u>	<u>Address</u>	<u>Email Address</u>
Ed Pinero	Mayor	-	921 Tung Tree, Picayune, MS 39466	prcplanning@yahoo.com
Tammy Valente	Council Member	1	6015 Angler Dr, Picayune, MS 39466	tammyvalente2013@gmail.com
Lynn Bogan Bumpers	Council Member	2	606 Buren Avenue, Picayune, MS 39466	baylousfuneralhome@yahoo.com
Jan Stevens	Council Member	3	1677 Provost Circle, Picayune, MS 39466	islevens@picayune.ms.us
Larry E. Breland, Sr.	Council Member	4	506 Rosa Street, Picayune, MS 39466	brelandlarry@gmail.com
Wayne Gouguet	Council Member	5	922 Tung Tree, Picayune, MS 39466	wgouguet@gmail.com
Jim Luke	City Manager, Appointed	-	143 North Hill Dr., Carriere, MS 39426	citymanager@picayune.ms.us
Amber Hinton	City Clerk, Appointed	-	P. O. Box 13, Picayune, MS 39466	ahinton@picayune.ms.us
Bryan Dawsey	Chief of Police, Hired by City Manager	-	18 Windy Hill W Dr., Picayune, MS 39466	bdawsey@picayune.ms.us

[Census Viewer](#)

- [Home](#)
- [Compare Versions](#)
- [F.A.Q.](#)
- [Images](#)
- [Blog](#)
- [Contact](#)
- [Subscribe](#)
- [Log In](#)

[All States](#)

>

[Mississippi](#) \ /

[Alabama](#)[Alaska](#)[Arizona](#)[Arkansas](#)[California](#)[Colorado](#)[Connecticut](#)[Delaware](#)[District of Columbia](#)[Florida](#)[Georgia](#)[Hawaii](#)[Idaho](#)[Illinois](#)[Indiana](#)[Iowa](#)[Kansas](#)[Kentucky](#)[Louisiana](#)[Maine](#)[Maryland](#)[Massachusetts](#)[Michigan](#)[Minnesota](#)[Mississippi](#)[Missouri](#)[Montana](#)[Nebraska](#)[Nevada](#)[New Hampshire](#)[New Jersey](#)[New Mexico](#)[New York](#)[North Carolina](#)[North Dakota](#)[Ohio](#)[Oklahoma](#)[Oregon](#)[Pennsylvania](#)[Rhode Island](#)[South Carolina](#)[South Dakota](#)[Tennessee](#)[Texas](#)[Utah](#)[Vermont](#)[Virginia](#)[Washington](#)[West Virginia](#)[Wisconsin](#)[Wyoming](#)

>

[Cities](#) \ /

[Counties](#)

>

[Picayune, Mississippi](#)

Picayune, Mississippi Population: Census 2010 and 2000 Interactive Map, Demographics, Statistics, Quick Facts



Compare population statistics about Picayune, MS by race, age, gender, Latino/Hispanic origin etc. [CensusViewer](#) delivers detailed demographics and population statistics from the 2010 Census, 2000 Census, American Community Survey (ACS), registered voter files, commercial data sources and more.

Experience breakthrough technology for census data discovery, population analysis and visualization over Bing Maps. Visually "fly over" a state, viewing in great detail the census blocks, census tracts, cities, counties and various political districts in your selection or "zoom down" to the street level to get demographic statistics and information about the population in an individual census block or census tract.

Click on any map link to see our blazing-fast data visualization over Bing Maps in action. [Read more](#) about the unprecedented demographic insight and analytical power of [CensusViewer](#) interactive maps.

[CensusViewer maps, data and statistics pages for all states, counties and cities.](#)

Picayune, Mississippi - Overview	2010 Census		2000 Census		2000-2010 Change	
	Counts	Percentages	Counts	Percentages	Change	Percentages
Total Population						
Total Population	10,878	100.00%	10,770	100.00%	108	1.00%
Population by Race						
American Indian and Alaska native alone	32	0.29%	40	0.37%	-8	-20.00%
Asian alone	66	0.61%	32	0.30%	34	106.25%
Black or African American alone	3,996	36.73%	3,784	35.13%	212	5.60%
Native Hawaiian and Other Pacific native alone	4	0.04%	5	0.05%	-1	-20.00%
Some other race alone	122	1.12%	19	0.18%	103	542.11%
Two or more races	209	1.92%	121	1.12%	88	72.73%
White alone	6,449	59.28%	6,769	62.85%	-320	-4.73%
Population by Hispanic or Latino Origin (of any race)						
Persons Not of Hispanic or Latino Origin	10,545	96.94%	10,646	98.85%	-101	-0.95%
Persons of Hispanic or Latino Origin	333	3.06%	124	1.15%	209	168.55%
Population by Gender						
Female	5,818	53.48%	5,882	54.61%	-64	-1.09%
Male	5,060	46.52%	4,888	45.39%	172	3.52%
Population by Age						
Persons 0 to 4 years	932	8.57%	750	6.96%	182	24.27%
Persons 5 to 17 years	1,870	17.19%	2,152	19.98%	-282	-13.10%

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

- | | |
|---|------------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y
_____ |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y
_____ |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y
_____ |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | Y
_____ |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | Y
_____ |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| · Board or council members (Sec. 21-17-5) | Y
_____ |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y
_____ |
| · Municipal clerk (Section 21-15-38) | Y
_____ |
| · Deputy clerk (Section 21-15-23) | Y
_____ |
| · Chief of police (Section 21-21-1) | Y
_____ |
| · Deputy police (Section 45-5-9) (if hired under this law) | Y
_____ |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y
_____ |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | Y
_____ |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y
_____ |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y
_____ |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y
_____ |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y
- PART II - Cash and Related Records**
1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

- 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
- 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
- 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
- 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
- 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
- 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

- | | | |
|----|--|------------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | Y
_____ |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y
_____ |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | Y
_____ |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | Y
_____ |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y
_____ |

PART V - Taxes and Other Receipts

- | | | |
|----|--|------------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y
_____ |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y
_____ |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | Y
_____ |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y
_____ |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | Y
_____ |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | Y
_____ |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | Y
_____ |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y
_____ |

REGULAR MEETING OCTOBER 3, 2017

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

CITY OF PICAYUNE

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2017

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of PICAYUNE, and, to the best of our knowledge and belief, all responses are accurate.



(City Clerk's Signature)



(Mayor's Signature)

10.3.17

(Date)

10.3.17

(Date)

Minute Book References:

Book Number 56

Page 93-102

(Clerk is to enter minute book references when questionnaire is accepted by board.)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CHRISTY GOSS

Motion was made by Council Member Valente, seconded by Council Member Gouquet to approve out of state travel for Christy Goss to attend the American

Association of Retirement Communities Conference in Wilmington, NC from November 15-17, 2017. Attendance at the conference will count for one out of state activity which is a requirement to maintain Picayune's certification as a retirement City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RENEWAL CONTRACT WITH RJ YOUNG FOR A PLOTTER AT THE INTERMODAL CENTER

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve a contract renewal with RJ Young for a plotter iPF765 and the Intermodal Center and authorize Mayor to sign the same.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between (R J Young), and City of Picayune hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name R J Young
Title
Address 130 JM Tatum Rd.
City, State, & Zip Code Picayune, MS

For the Customer:

Name City of Picayune
Title
Address 200 Hwy 11 S.
Picayune, MS 39466

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20__.

Vendor: RJ Young

By: Karen Kern

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the 3rd day of Oct, 2017

Customer: City of Picayune

By: Ed Pinero ✓

Authorized Signature

Please
Sign

Printed Name: Ed Pinero

Title: Mayor

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: EPL_3760

Vendor Company Name: R J Young

Customer Agency Name: City of Picayune (City Manager)

Bill to Address: 200 Hwy 11 S. Picayune, MS 39466

Ship to Address: Same

Description of Equipment, Software, or Services	Price
Canon imagePROGRAF iPF785 MFP M40	\$258.00

Service Contract includes all calls, parts, and labor. Consumables (ink,paper,printhead, cutter assembly and Maintenance cassette are excluded. Prices are locked in.

Delivery Schedule and Installation Date:

Rental Term: 60 Months

Start Date:

End Date:

Modifications:


Vendor Signature


Customer Signature

*Please
Sign*

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS OF DRUG SEIZURE VEHICLE WITH PROCEEDS GOING TO SPECIAL POLICE DRUG FUND

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve request to surplus a drug seizure vehicle at Cuevas Auction with proceeds being placed in the Special Police Drug Fund and authorize Mayor to sign all related documents.

CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1FAFP55SX4A202573

DESCRIPTION: 2004 FORD TAURUS

RESPONSIBLE PARTY: PICAYUNE POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. PICAYUNE POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: CUEVAS AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

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

REQUEST:

APPROVED DISAPPROVED

Mario C. ...
SIGNATURE OF BUREAU COMMANDER

09/25/17
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

09-25-17
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____
SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF CITY MANAGER

9-25-17
DATE OF SIGNATURE 46

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER CLOSED SESSION TO DETERMINE NEED FOR EXECUTIVE SESSION

Motion was made by Council Member Gouquet, seconded by Council Member Stevens to enter closed session to determine need for executive session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT CLOSED SESSION

Motion was made by Council Member Valente, seconded by Council Member Stevens to exit the closed session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT SETTLEMENT BETWEEN CITY OF PICAYUNE AND MICHELLE DURR

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept settlement between City of Picayune and Michelle Durr; and, spread same upon the minutes of the City Council with the understanding that no zoning change of Ms. Durr's real property has occurred; and at no cost to the taxpayers.

ABSOLUTE RELEASE WITH COVENANTS

FOR AND IN CONSIDERATION of the sum of TEN THOUSAND DOLLARS and 00/100 (\$10,000.00), cash in hand, the receipt and sufficiency of all of which are hereby acknowledged the undersigned, Michelle A. Durr, does hereby remise, release, discharge and forever acquit the City of Picayune, Mississippi, Ed Pinero, Mayor, Individually, Larry Watkins, Councilman, Individually, Lynn Bogan Bumpers, Councilwoman, Individually, Jason Todd Lane, Councilman, Individually, Larry Breland, Councilman, Individually, Wayne Gouguet, Councilman, Individually, and Mississippi Municipal Service Company, and each and all of its agents, servants, insurers, employees, family members or relatives, representatives, parent, affiliate or subsidiary corporations, successors, assigns, attorneys, and any and all other persons, firms and/or corporations or entities who may in any manner be liable therefor (hereinafter referred to as "Payors"), and each of them being the parties released from any and all actions, including claims for intentional and material distress and financial and economic hardship, property damage, construction costs, injunctive relief, monetary damages, and other demands and causes of action, for any and all types, kinds or character of damages or injury, which the undersigned may have had against the payors up until the date of the signing of this Release, on account of or in any way relating to or arising out of City of Picayune construction and zoning ordinances applicable to her properties at 119 South Gray Street and 502 East Canal Street, located in Picayune, Mississippi.

IT IS UNDERSTOOD AND AGREED that this release specifically includes, but is not limited to, those allegations, facts and things set forth and which might have been set forth in the Complaint filed by the undersigned Michelle A. Durr in the Circuit Court of Pearl River County, styled "*Michelle A. Durr v. the City of Picayune, Mississippi, Ed Pinero, Mayor, Individually, Larry*

Watkins, Councilman, Individually, Lynn Bogan Bumpers, Councilwoman, Individually, Jason Todd Lane, Councilman, Individually, Larry Breland, Councilman, Individually, Wayne Gouguet, Councilman, Individually" being Civil Action 2012-0164M, which action has now been fully compromised and as a material part of this settlement will be dismissed with prejudice.

FOR THE CONSIDERATION AFORESAID, IT IS UNDERSTOOD AND AGREED that any and all claims, demands, actions or causes of action that the undersigned, may have had up until the time she signed this Release against Payors are wholly and finally satisfied and extinguished.

IT IS UNDERSTOOD AND AGREED that the settlement of this cause does not preclude or otherwise prevent the undersigned from seeking future zoning changes with the City of Picayune associated with her properties at 119 South Gray Street and 502 East Canal Street located in Picayune, Mississippi.

IT IS FURTHER REPRESENTED, COVENANTED AND WARRANTED that the undersigned is the sole party in interest in and to all claims, causes of action and demands of any sort mentioned above arising out of the aforesaid incident and it is agreed, represented, covenanted and warranted that the rights and claims of the undersigned arising out of the aforesaid incident, losses or damages have not been assigned to any person or persons or entities whatsoever, and it is further covenanted and agreed that the undersigned will indemnify and hold harmless the Payors and any other persons, firms or corporations in privity with them, against any claims of any kind or nature made by any person or entity or corporation whatsoever inconsistent with the terms of this release.

THE UNDERSIGNED, REPRESENTS AND COVENANTS as a material condition of this settlement that she is at least eighteen (18) years of age, is under no legal disability, that she is an adult and are fully authorized, and competent to execute this release and agreement on her own

66

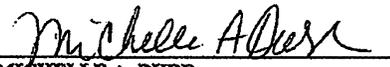
Aug 08 17 02:49p Brown's Funeral Home 601-798-4469 p.1
1/1/2017 09:22 AM PDT TO:16017984825 FROM:6012651795 Page: 4

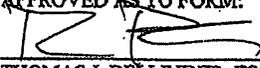
behalf; the undersigned acknowledges and agrees that the aforesaid representations as to her age and legal status as an adult are material representations upon which this settlement is based and without which this settlement would not be made and/or consummated.

IT IS EXPRESSLY UNDERSTOOD, PROMISED, AGREED AND COVENANTED by the undersigned that the payment aforesaid is not intended to be and should not be construed as an admission of any liability for the matters claimed, but that the said payment is made by way of compromise and settlement only of the claims mentioned above, for which liability is expressly denied by the aforementioned Payors and released parties.

AND SINCE THE PURPOSE OF THIS SETTLEMENT IS TO END THIS MATTER FOREVER, the undersigned agrees, covenants and warrants that should it develop that there are any errors or mistakes, whether legal or factual and whether mutual or unilateral, which cause this Absolute Release with Covenants to be defective or which cause the release of Payors to be defective or less than full and complete, then she will execute any and all instruments and do any and all things necessary to effectuate a full, final and complete release of the Payors and all others having any liability in the premises.

WITNESS MY SIGNATURE, this the 8 day of August, 2017.


MICHELLE A. DURR

APPROVED AS TO FORM:

THOMAS J. BELLINDER, ESQ.
ATTORNEY FOR PLAINTIFF
MICHELLE A. DURR

67

Aug 08 17 02:51p Brown's Funeral Home 601-798-4469 p.1
8/1/2017 09:22 AM PDT TO: 16017984825 FROM: 6012651795 Page: 5

STATE OF MISSISSIPPI
COUNTY OF Pearl River

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Michelle A. Durr, who first being duly sworn, did state upon her oath and acknowledged to me that she signed the above and foregoing Absolute Release with Covenants on the day and year therein stated and for the purposes therein mentioned and that the matters and things therein stated are true and correct.

This the 8 day of August, 2017.

Michelle Durr
MICHELLE A. DURR

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, this the 8th day of August, 2017.

Andrea Brown Burton
NOTARY PUBLIC

My commission expires:
February 23, 2020



68

IN THE CIRCUIT COURT OF PEARL RIVER COUNTY, MISSISSIPPI

MICHELLE A. DURR PLAINTIFF

VERSUS CIVIL ACTION NO. 2012-0164M

CITY OF PICAYUNE DEFENDANT

FINAL JUDGMENT OF DISMISSAL WITH PREJUDICE

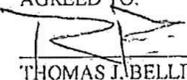
THIS CAUSE having come on for consideration on Motion of the parties *ore tenus* to dismiss the Plaintiff's cause of action against the Defendant for claims associated with the zoning of her property up until the date of the Release executed in this cause with prejudice, and this Court, having considered the same and being fully advised in the premises and it appearing that this entire cause has been compromised and settled as between and among the parties, is of the opinion that said motion is well-taken and should be, and the same is hereby, granted.

IT IS, THEREFORE, ORDERED AND ADJUDGED that this cause be, and the same is hereby, dismissed with prejudice, with each party to bear their respective costs.

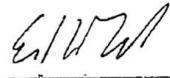
SO ORDERED AND ADJUDGED, this the 17 day of Aug, 2017.



 CIRCUIT COURT JUDGE

AGREED TO:


 THOMAS J. BELLINDER, ESQ.
 ATTORNEY FOR PLAINTIFF



 EDWARD C. TAYLOR, ESQ.
 ATTORNEY FOR DEFENDANT

PREPARED BY:
 EDWARD C. TAYLOR - MS BAR # 9043
 etaylor@danielcoker.com
 DANIEL COKER HORTON AND BELL, P.A.
 1712 15TH STREET, SUITE 400
 POST OFFICE BOX 416
 GULFPORT, MS 39502-0416
 TELEPHONE: (228) 864-8117
 X1564-126162

FILED
 NANCE FITZPATRICK STOKES CIRCUIT CLERK

AUG 18 2017

BY: 

 DEPUTY CLERK

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Stevens to recess until Tuesday, October 17, 2017 at 5:00 P.M.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Bumpers and Breland

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk