

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, April 3, 2018, at 5:00 p.m. in regular session with the following officials present:, Mayor Ed Pinero, Council Members, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Clerk Amber Hinton. Council Member Tammy Valente was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated March 20, 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of the monthly budget reports for February and March 2018.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2018**

Run: 3/27/2018 at 8:30 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	0	7,511	68,774	0	68,774	0
351-000-341.02-000-000 GROUND LEASES	0	0	6,900	0	6,900	0
351-000-374.00-000-000 FUEL SALES	0	339	1,657	0	1,657	0
351-350-400.92-000-000 USDOT-FAA-MDOT GRANT #92	171,570	0	0	71,488	(71,488)	0
Total Revenues	171,570	7,850	77,331	71,488	5,843	45
Expenditures						
Airport Expenses						
PERSONNEL	58,393	4,667	24,650	24,331	(319)	42
SUPPLIES	9,000	0	2,072	3,750	1,678	23
OUTSIDE SERVICES	22,960	0	806	7,500	6,695	4
Total Airport Expenses	90,353	4,667	27,528	35,581	8,054	30
Total Expenditures	90,353	4,667	27,528	35,581	8,054	30
Excess Revenue Over (Under) Expenditures	81,217	3,183	49,803	35,907	(2,211)	61

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2018**

Run: 3/27/2018 at 8:30 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	48	348	0	348	0
406-000-340.00-000-000 INTEREST INCOME	400	100	519	167	352	130
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	34,397	34,397	0	42
406-000-392.00-000-000 SALE OF LOTS	10,000	2,842	14,521	4,167	10,354	145
Total Revenues	92,952	9,869	49,785	38,731	11,054	54
Expenditures						
Cemetery Expenses						
PERSONNEL	89,726	2,708	28,292	37,387	9,085	32
SUPPLIES	9,325	71	1,704	3,886	2,182	18
OUTSIDE SERVICES	9,200	0	1,026	3,833	2,807	11
Total Cemetery Expenses	108,251	2,779	31,022	45,106	14,084	29
Total Expenditures	108,251	2,779	31,022	45,106	14,084	29
Excess Revenue Over (Under) Expenditures	(15,299)	7,090	18,763	(6,375)	(3,030)	123

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2018**

Run: 3/27/2018 at 8:31 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	2,000	335	1,787	833	954	89
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,190	5,999	0	5,999	0
110-043-341.00-000-000 RENT	67,875	0	0	28,281	(28,281)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	1	0	0	0	0	0
110-402-260.00-000-000 SALES TAX-TOURISM	462,000	43,774	196,362	192,500	3,862	43
110-402-314.00-000-000 PARK BLDG RENTAL FEES	3,000	55	585	1,250	(665)	20
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	100	700	2,083	(1,383)	14
110-402-314.08-000-000 PARK GATE ENTRANCE FEES	10,000	0	0	4,167	(4,167)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	1,000	171	824	417	407	82
110-402-346.02-000-000 FRIENDSHIP PARK BRICK SPONSORSHIP DONATIONS	5,875	5,875	5,875	5,875	0	100
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	85,954	0	0	35,814	(35,814)	0
Total Revenues	642,705	51,500	212,132	271,220	(59,088)	33
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	0	1,520	2,083	563	30
Total Sale of Lots Expenses	5,000	0	1,520	2,083	563	30
Recreation Expenses						
PERSONNEL	154,269	14,718	71,317	64,280	(7,037)	46
SUPPLIES	54,050	1,500	24,248	19,777	(4,471)	45
OUTSIDE SERVICES	39,840	150	10,783	19,342	8,559	27
CAPITAL OUTLAY	12,275	0	0	12,275	12,275	0
Total Recreation Expenses	260,434	16,368	106,348	115,674	9,326	41
Retirement Development Expenses						
Total Expenditures	265,434	16,368	107,868	117,757	9,889	41
Excess Revenue Over (Under) Expenditures	377,271	35,132	104,264	153,463	(68,977)	28

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**GF Statement of Activity - MTD and YTD with Budget
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For 2/28/2018**

Run: 3/27/2018 at 8:31 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,526,374	592,124	1,188,211	635,989	552,222	78
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	21,252	93,486	93,489	(3)	42
001-000-202.00-000-000 PERSONAL TAXES	434,253	233,182	406,964	180,939	226,025	94
001-000-203.00-000-000 AD VALOREM-DELINQUENT	0	193	193	0	193	0
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	659	13,345	10,417	2,928	53
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	27,167	53,457	28,750	24,707	77
001-000-220.00-000-000 PRIVILEGE LICENSES	36,800	579	6,605	15,333	(8,728)	18
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	900	3,600	2,531	1,069	59
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	653,886	91,448	285,897	272,453	13,444	44
001-000-222.00-000-000 BUILDING PERMITS	46,800	0	11,732	19,500	(7,768)	25
001-000-224.00-000-000 LOT CLEAN UP	0	4,483	6,083	0	6,083	0
001-000-227.00-000-000 INSPECTION FEES	11,200	0	2,350	4,667	(2,317)	21
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	11,458	(11,458)	0
001-000-247.02-000-000 BULLET PROOF VEST	0	0	3,864	0	3,864	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	15,000	0	11,847	6,250	5,597	79
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	177,600	0	0	74,000	(74,000)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,644,146	453,742	1,999,005	1,935,061	63,944	43
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	60,000	0	0	25,000	(25,000)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	8,597	16,885	8,677	8,208	81
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	763	(763)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	0	6,250	(6,250)	0
001-000-271.00-000-000 ROAD & BRIDGE TAXES	246,400	96,568	189,269	102,667	86,602	77
001-000-276.00-000-000 SCHOOL PATROL	148,696	0	111,522	61,957	49,565	75
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	0	0	150	0	150	0
001-000-330.00-000-000 COURT FINES & FEES	208,400	0	56,668	86,833	(30,165)	27
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,870	10,175	9,375	800	45
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	250	93	424	104	320	170
001-000-336.01-000-000 COURT MAINTENANCE	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	250	0	724	104	620	290
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	0	0	70	0	70	0
001-000-340.00-000-000 INTEREST EARNED	15,000	1,103	10,240	6,250	3,990	68
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,000	0	1,000	1,000	0	100
001-000-348.00-000-000 DONATIONS TO POLICE DEPT	1,000	0	1,000	1,000	0	100
001-000-348.04-000-000 DONATIONS HONOR PROGRAM CROSBY COMMONS	0	0	150	0	150	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	22,800	555	26,684	13,850	12,834	118
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	55,920	0	0	23,300	(23,300)	0
001-350-400.86-000-000 MDOT CROSBY COMMONS	0	0	263,211	0	263,211	0
001-350-400.95-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2017-2018	41,785	0	18,973	17,410	1,563	45
Total Revenues	8,759,464	1,534,515	4,793,804	3,655,377	1,138,427	55
Expenditures						
Municipal Council Expenses						
PERSONNEL	64,287	4,985	27,427	26,787	(640)	43

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2018**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
SUPPLIES	1,500	0	204	625	421	14
OUTSIDE SERVICES	32,000	0	4,980	13,333	8,353	16
Total Municipal Council Expenses	97,787	4,985	32,611	40,745	8,134	33
<u>Municipal Court Expenses</u>						
PERSONNEL	268,957	21,615	121,771	112,066	(9,705)	45
SUPPLIES	4,150	0	2,182	1,730	(452)	53
OUTSIDE SERVICES	74,250	0	33,390	30,937	(2,453)	45
Total Municipal Court Expenses	347,357	21,615	157,343	144,733	(12,610)	45
<u>City Attorney Expenses</u>						
PERSONNEL	20,399	1,560	8,580	8,500	(80)	42
OUTSIDE SERVICES	20,000	0	2,898	8,333	5,435	14
Total City Attorney Expenses	40,399	1,560	11,478	16,833	5,355	28
<u>City Manager Expenses</u>						
PERSONNEL	108,301	8,319	45,716	45,127	(589)	42
SUPPLIES	6,000	0	357	2,499	2,142	6
OUTSIDE SERVICES	7,725	0	995	3,218	2,223	13
Total City Manager Expenses	122,026	8,319	47,068	50,844	3,776	39
<u>General Services Expenses</u>						
SUPPLIES	7,700	119	592	3,208	2,616	8
OUTSIDE SERVICES	21,000	0	10,256	9,683	(573)	49
Total General Services Expenses	28,700	119	10,848	12,891	2,043	38
<u>Financial Expenses</u>						
PERSONNEL	157,072	12,091	66,396	65,446	(950)	42
SUPPLIES	7,500	7	1,476	3,125	1,649	20
OUTSIDE SERVICES	57,625	0	16,177	24,010	7,833	28
Total Financial Expenses	222,197	12,098	84,049	92,581	8,532	38
<u>Grant Expenses</u>						
PERSONNEL	22,542	1,873	9,142	9,394	252	41
SUPPLIES	1,500	0	373	625	252	25
OUTSIDE SERVICES	10,100	0	2,368	4,209	1,841	23
Total Grant Expenses	34,142	1,873	11,883	14,228	2,345	35
<u>Code Enforcement Expenses</u>						
PERSONNEL	142,182	10,751	55,614	59,243	3,629	39
SUPPLIES	5,000	27	846	2,084	1,238	17
OUTSIDE SERVICES	49,975	0	2,125	20,822	18,697	4
Total Code Enforcement Expenses	197,157	10,778	58,585	82,149	23,564	30
<u>Police Administration Expenses</u>						
PERSONNEL	135,204	10,227	54,870	56,335	1,465	41
SUPPLIES	7,500	31	2,173	3,125	952	29
OUTSIDE SERVICES	4,560	0	459	1,900	1,441	10
CAPITAL OUTLAY	345,000	0	21,500	172,917	151,417	6
Total Police Administration Expenses	492,264	10,258	79,002	234,277	155,275	16

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City of Picayune
For 2/28/2018**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,576,230	140,352	681,916	656,763	(25,153)	43
SUPPLIES	107,150	0	34,404	44,845	10,241	32
OUTSIDE SERVICES	80,000	(804)	20,036	33,334	13,298	25
Total Patrol & Investigations Expenses	1,763,380	139,548	736,356	734,742	(1,614)	42
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	188,152	13,595	71,220	78,397	7,177	38
SUPPLIES	33,500	0	13,745	13,959	214	41
OUTSIDE SERVICES	19,500	0	2,602	8,125	5,523	13
Total Custody of Prisoners Expenses	241,152	13,595	87,567	100,481	12,914	36
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	393,864	29,404	156,227	164,110	7,883	40
SUPPLIES	6,500	0	956	2,709	1,753	15
OUTSIDE SERVICES	35,450	0	14,120	14,771	651	40
Total Records & Communications Expenses	435,814	29,404	171,303	181,590	10,287	39
<u>School Patrol Expenses</u>						
PERSONNEL	203,370	13,731	82,612	84,738	2,126	41
SUPPLIES	6,000	0	1,782	2,500	718	30
OUTSIDE SERVICES	1,250	0	0	520	520	0
Total School Patrol Expenses	210,620	13,731	84,394	87,758	3,364	40
<u>Animal Control Expenses</u>						
PERSONNEL	36,145	2,793	15,495	15,061	(434)	43
SUPPLIES	2,500	0	767	1,041	274	31
OUTSIDE SERVICES	42,150	0	13,820	17,563	3,743	33
Total Animal Control Expenses	80,795	2,793	30,082	33,665	3,583	37
<u>Fire Department Expenses</u>						
PERSONNEL	2,127,304	163,073	903,191	886,377	(16,814)	42
SUPPLIES	55,600	0	12,147	23,750	11,603	22
OUTSIDE SERVICES	51,273	0	20,640	24,991	4,351	40
CAPITAL OUTLAY	373,900	0	0	155,792	155,792	0
Total Fire Department Expenses	2,608,077	163,073	935,978	1,090,910	154,832	36
<u>Streets & Drainage Expenses</u>						
PERSONNEL	370,153	27,921	153,309	154,231	922	41
SUPPLIES	174,585	920	40,866	74,492	33,626	23
OUTSIDE SERVICES	68,320	0	16,026	30,216	14,190	23
CAPITAL OUTLAY	34,000	0	27,985	34,000	6,015	82
Total Streets & Drainage Expenses	647,058	28,841	238,186	292,839	54,753	37
<u>Grounds & Beautification Expenses</u>						

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**GF Statement of Activity - MTD and YTD with Budget
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For 2/28/2018**

Run: 3/27/2018 at 8:31 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
PERSONNEL	413,749	29,662	160,744	172,396	11,652	39
SUPPLIES	88,376	280	19,884	36,823	16,939	23
OUTSIDE SERVICES	26,203	0	8,326	10,919	2,593	32
CAPITAL OUTLAY	4,145	0	0	4,145	4,145	0
Total Grounds & Beautification Expenses	532,473	29,942	188,954	224,283	35,329	35
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	50,218	3,795	21,333	20,926	(407)	42
SUPPLIES	14,110	322	1,594	5,880	4,286	11
OUTSIDE SERVICES	2,630	0	0	1,086	1,086	0
Total Equipment Maintenance Expenses	66,958	4,117	22,927	27,902	4,975	34
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	559,079	0	110,280	232,950	122,670	20
Total Transfers Expenses	559,079	0	110,280	232,950	122,670	20
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	706,020	0	281,058	294,175	13,117	40
Total Aid to Other Govts Expenses	706,020	0	281,058	294,175	13,117	40
Total Expenditures	9,433,455	496,649	3,379,952	3,990,676	610,724	36
Excess Revenue Over (Under) Expenditures	(673,991)	1,037,866	1,413,852	(335,299)	527,703	210

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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
Revenues						
405-000-340.00-000-000 INTEREST INCOME	13,000	442	6,761	5,417	1,344	52
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	1,800	180	1,076	750	326	60
405-000-351.02-000-000 MISC TAP INCOME	15,000	0	1,050	6,250	(5,200)	7
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,646	23,281	22,500	781	43
405-000-355.00-000-000 MISC INCOME	113,000	533	21,965	47,083	(25,118)	19
405-000-355.01-000-000 MISC INCOME BAGS	4,000	16	844	1,667	(823)	21
405-000-355.02-000-000 MISC INCOME TAPS	0	0	(500)	0	(500)	0
405-000-355.03-000-000 CROSBY COMMONS KEY FOBS	0	0	300	0	300	0
405-000-355.04-000-000 PROMOTE PICAYUNE SHIRTS	0	0	140	0	140	0
405-000-360.01-000-000 METERED SALES WATER	2,002,454	197,026	873,680	834,356	39,334	44
405-000-360.02-000-000 METERED SALES GAS	2,477,238	259,392	1,525,747	1,032,183	493,564	62
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	0	75	833	(758)	4
405-000-364.00-000-000 UTILITY LATE CHARGES	153,000	0	55,999	63,750	(7,751)	37
405-000-365.00-000-000 GARBAGE REVENUE	1,066,172	88,372	443,575	444,238	(663)	42
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	582	0	582	0
405-350-400.88-000-000 MS DEV AUTH- CDBG -WATER DISB IMP	234,750	0	0	97,813	(97,813)	0
Total Revenues	6,136,414	550,607	2,954,585	2,556,840	397,745	48
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	55,920	0	0	23,300	23,300	0
Total Intrafund Transfers Expenses	55,920	0	0	23,300	23,300	0
Utility Administration Expenses						
PERSONNEL	620,064	47,885	271,282	258,360	(12,922)	44
SUPPLIES	29,000	3,403	18,055	12,083	(5,972)	62
OUTSIDE SERVICES	98,620	0	20,026	41,091	21,065	20
Total Utility Administration Expenses	747,684	51,288	309,363	311,534	2,171	41
Director of Public Works Expenses						
PERSONNEL	179,386	14,135	77,586	74,745	(2,841)	43
SUPPLIES	19,700	0	4,810	8,209	3,399	24
OUTSIDE SERVICES	52,950	(46)	15,354	22,062	6,709	29
CAPITAL OUTLAY	730	0	0	730	730	0
Total Director of Public Works Expenses	252,766	14,089	97,750	105,746	7,987	39
Water Regulations Expenses						
PERSONNEL	48,129	3,994	21,912	20,054	(1,858)	46
SUPPLIES	40,050	30	9,165	16,687	7,522	23
OUTSIDE SERVICES	5,900	0	2,104	2,458	354	36
Total Water Regulations Expenses	94,079	4,024	33,181	39,199	6,018	35

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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>Well and Pump Maintenance Expenses</u>						
SUPPLIES	19,900	0	2,537	8,293	5,756	13
OUTSIDE SERVICES	30,050	0	11,663	12,521	828	39
Total Well and Pump Maintenance Expenses	49,950	0	14,230	20,814	6,584	28
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	182,498	15,154	85,957	76,041	(9,916)	47
SUPPLIES	47,545	374	7,841	19,812	11,971	16
OUTSIDE SERVICES	24,300	0	7,567	10,125	2,558	31
CAPITAL OUTLAY	93,000	0	70,454	38,750	(31,704)	76
Total Utility Construction Expenses	347,343	15,528	171,819	144,728	(27,091)	49
<u>Water Operations Expenses</u>						
PERSONNEL	226,456	19,001	96,600	94,358	(2,242)	43
SUPPLIES	166,070	381	168,921	91,362	(77,559)	102
OUTSIDE SERVICES	28,040	0	20,999	17,482	(3,517)	75
CAPITAL OUTLAY	4,570,072	0	251,305	2,050,072	1,798,767	6
Total Water Operations Expenses	4,990,638	19,382	537,825	2,253,274	1,715,449	11
<u>Gas Operations Expenses</u>						
PERSONNEL	300,293	18,351	102,344	125,123	22,779	34
SUPPLIES	1,515,020	655	511,484	631,258	119,774	34
OUTSIDE SERVICES	64,650	0	18,855	26,938	8,083	29
CAPITAL OUTLAY	218,000	0	54,685	74,167	19,482	25
Total Gas Operations Expenses	2,097,963	19,006	687,368	857,486	170,118	33
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	946,302	0	320,207	394,293	74,086	34
Total Garbage Expenses	946,302	0	320,207	394,293	74,086	34
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	108,483	0	14,554	45,202	30,648	13
Total Loan Interest Expenses	108,483	0	14,554	45,202	30,648	13
Total Expenditures	9,691,128	123,317	2,186,297	4,195,576	2,009,280	23
Excess Revenue Over (Under) Expenditures	(3,554,714)	427,290	768,288	(1,638,736)	(1,611,535)	22

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**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018**

Run: 3/29/2018 at 7:33 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	0	5,150	73,924	0	73,924	0
351-000-341.02-000-000 GROUND LEASES	0	900	7,800	0	7,800	0
351-000-374.00-000-000 FUEL SALES	0	292	1,949	0	1,949	0
351-350-400.92-000-000 USDOT-FAA-MDOT GRANT #92	171,570	0	0	85,785	(85,785)	0
Total Revenues	171,570	6,342	83,673	85,785	(2,112)	49
Expenditures						
Airport Expenses						
PERSONNEL	58,393	4,429	29,079	29,198	119	50
SUPPLIES	9,000	1,404	2,690	4,500	1,810	30
OUTSIDE SERVICES	22,960	0	2,756	9,710	6,955	12
Total Airport Expenses	90,353	5,833	34,525	43,408	8,884	38
Total Expenditures	90,353	5,833	34,525	43,408	8,884	38
Excess Revenue Over (Under) Expenditures	81,217	509	49,148	42,377	(10,996)	61

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018**

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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	(351)	(3)	0	(3)	0
406-000-340.00-000-000 INTEREST INCOME	400	0	519	200	319	130
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	41,276	41,276	0	50
406-000-392.00-000-000 SALE OF LOTS	10,000	9,877	24,398	5,000	19,398	244
Total Revenues	92,952	16,405	66,190	46,476	19,714	71
Expenditures						
Cemetery Expenses						
PERSONNEL	89,726	5,763	34,055	44,864	10,809	38
SUPPLIES	9,325	214	1,924	4,664	2,740	21
OUTSIDE SERVICES	9,200	492	2,116	4,600	2,484	23
Total Cemetery Expenses	108,251	6,469	38,095	54,128	16,033	35
Total Expenditures	108,251	6,469	38,095	54,128	16,033	35
Excess Revenue Over (Under) Expenditures	(15,299)	9,936	28,095	(7,652)	3,681	184

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018**

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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	2,000	0	1,787	1,000	787	89
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,185	7,185	0	7,185	0
110-043-341.00-000-000 RENT	67,875	0	0	33,938	(33,938)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	1	0	0	1	(1)	0
110-402-260.00-000-000 SALES TAX-TOURISM	462,000	37,126	233,488	231,000	2,488	51
110-402-314.00-000-000 PARK BLDG RENTAL FEES	3,000	270	855	1,500	(645)	29
110-402-314.03-000-000 PARK FIELD RENTAL FEES	5,000	200	900	2,500	(1,600)	18
110-402-314.08-000-000 PARK GATE ENTRANCE FEES	10,000	0	0	5,000	(5,000)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	1,000	0	824	500	324	82
110-402-346.02-000-000 FRIENDSHIP PARK BRICK SPONSORSHIP DONATIONS	5,875	1,000	6,875	5,875	1,000	117
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	85,954	0	0	42,977	(42,977)	0
Total Revenues	642,705	39,781	251,914	324,291	(72,377)	39
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	760	2,280	2,500	220	46
Total Sale of Lots Expenses	5,000	760	2,280	2,500	220	46
Recreation Expenses						
PERSONNEL	154,269	12,804	84,121	77,136	(6,985)	55
SUPPLIES	48,050	9,202	34,629	18,675	(15,954)	72
OUTSIDE SERVICES	45,840	3,358	15,461	28,270	12,809	34
CAPITAL OUTLAY	12,275	3,085	4,975	12,275	7,300	41
Total Recreation Expenses	260,434	28,449	139,186	136,356	(2,830)	53
Retirement Development Expenses						
Total Expenditures	265,434	29,209	141,466	138,856	(2,610)	53
Excess Revenue Over (Under) Expenditures	377,271	10,572	110,448	185,435	(69,767)	29

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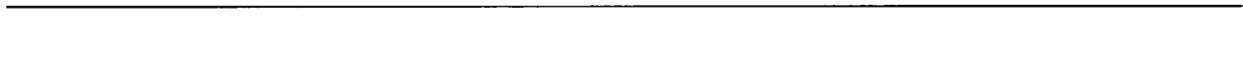
GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018

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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	1,526,374	141,156	1,329,367	763,187	566,180	87
001-000-201.00-000-000 AUTO AND MOBILE HOME	224,373	28,225	121,711	112,187	9,524	54
001-000-202.00-000-000 PERSONAL TAXES	434,253	42,053	449,017	217,127	231,890	103
001-000-203.00-000-000 AD VALOREM-DELINQUENT	0	0	193	0	193	0
001-000-210.00-000-000 PENALTIES & INTEREST	25,000	1,999	15,344	12,500	2,844	61
001-000-214.00-000-000 TAX COLLECTION COSTS	69,000	6,787	60,244	34,500	25,744	87
001-000-220.00-000-000 PRIVILEGE LICENSES	36,800	800	7,404	18,400	(10,996)	20
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,075	2,025	5,625	3,038	2,587	93
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	653,886	29,062	314,959	326,943	(11,984)	48
001-000-222.00-000-000 BUILDING PERMITS	46,800	17,647	29,379	23,400	5,979	63
001-000-224.00-000-000 LOT CLEAN UP	0	774	6,857	0	6,857	0
001-000-227.00-000-000 INSPECTION FEES	11,200	1,225	3,575	5,600	(2,025)	32
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	13,750	(13,750)	0
001-000-247.02-000-000 BULLET PROOF VEST	0	0	3,864	0	3,864	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	15,000	0	11,847	7,500	4,347	79
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	177,600	88,536	88,536	88,800	(264)	50
001-000-280.00-000-000 GENERAL SALES TAX	4,644,146	354,548	2,353,554	2,322,073	31,481	51
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	60,000	0	0	30,000	(30,000)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	20,825	2,148	19,033	10,413	8,620	91
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	916	(916)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	816	816	7,500	(6,684)	5
001-000-271.00-000-000 ROAD & BRIDGE TAXES	246,400	24,185	213,454	123,200	90,254	87
001-000-276.00-000-000 SCHOOL PATROL	148,696	0	111,522	74,348	37,174	75
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	0	0	150	0	150	0
001-000-314.05-000-000 CROSBY COMMONS RENTAL FEES	0	300	300	0	300	0
001-000-330.00-000-000 COURT FINES & FEES	208,400	0	56,668	104,200	(47,532)	27
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	0	10,175	11,250	(1,075)	45
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	250	53	477	125	352	191
001-000-336.01-000-000 COURT MAINTENANCE	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	250	0	724	125	599	290
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	0	0	70	0	70	0
001-000-340.00-000-000 INTEREST EARNED	15,000	0	10,240	7,500	2,740	68
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,000	0	1,000	1,000	0	100
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	100	100	0	100	0
001-000-348.00-000-000 DONATIONS TO POLICE DEPT	1,000	0	1,000	1,000	0	100
001-000-348.04-000-000 DONATIONS HONOR PROGRAM CROSBY COMMONS	0	0	150	0	150	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	28,700	10,768	37,453	21,200	16,253	131
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	55,920	0	0	27,960	(27,960)	0
001-350-400.86-000-000 MDOT CROSBY COMMONS	0	0	263,211	0	263,211	0
001-350-400.95-000-000 DEPT OF PUBLIC SAFETY VAWA FY 2017-2018	41,785	6,480	25,453	20,893	4,560	61
Total Revenues	8,765,564	759,687	5,553,492	4,390,635	1,162,857	63

Expenditures



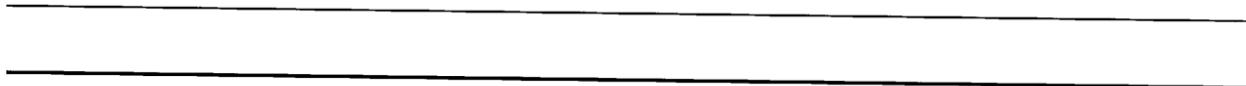
**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018**

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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>Municipal Council Expenses</u>						
PERSONNEL	64,287	4,553	31,979	32,145	166	50
SUPPLIES	1,500	0	204	750	546	14
OUTSIDE SERVICES	32,000	2,309	7,143	16,000	8,857	22
Total Municipal Council Expenses	97,787	6,862	39,326	48,895	9,569	40
<u>Municipal Court Expenses</u>						
PERSONNEL	268,957	20,910	142,681	134,480	(8,201)	53
SUPPLIES	4,150	734	2,245	2,075	(170)	54
OUTSIDE SERVICES	74,250	13,433	46,822	37,125	(9,697)	63
Total Municipal Court Expenses	347,357	35,077	191,748	173,680	(18,068)	55
<u>City Attorney Expenses</u>						
PERSONNEL	20,399	1,358	9,938	10,202	264	49
OUTSIDE SERVICES	20,000	413	3,310	10,000	6,690	17
Total City Attorney Expenses	40,399	1,771	13,248	20,202	6,954	33
<u>City Manager Expenses</u>						
PERSONNEL	108,301	8,049	53,765	54,151	386	50
SUPPLIES	6,000	197	652	3,000	2,348	11
OUTSIDE SERVICES	7,725	195	1,190	3,883	2,873	15
Total City Manager Expenses	122,026	8,441	55,607	61,014	5,407	46
<u>General Services Expenses</u>						
SUPPLIES	7,700	374	913	3,850	2,937	12
OUTSIDE SERVICES	21,000	3,786	11,301	11,300	(1)	54
Total General Services Expenses	28,700	4,160	12,214	15,150	2,936	43
<u>Financial Expenses</u>						
PERSONNEL	157,072	11,933	78,329	78,537	208	50
SUPPLIES	7,500	504	2,628	3,750	1,122	35
OUTSIDE SERVICES	57,625	18,988	35,164	28,814	(6,350)	61
Total Financial Expenses	222,197	31,425	116,121	111,101	(5,020)	52
<u>Grant Expenses</u>						
PERSONNEL	22,542	1,727	10,869	11,272	403	48
SUPPLIES	1,500	180	552	750	198	37
OUTSIDE SERVICES	10,100	1,282	3,809	5,050	1,241	38
Total Grant Expenses	34,142	3,189	15,230	17,072	1,842	45
<u>Code Enforcement Expenses</u>						
PERSONNEL	142,182	10,449	66,064	71,093	5,030	46
SUPPLIES	5,000	670	1,284	2,500	1,216	26
OUTSIDE SERVICES	49,975	755	3,042	24,988	21,946	6
Total Code Enforcement Expenses	197,157	11,874	70,390	98,581	28,192	36
<u>Police Administration Expenses</u>						
PERSONNEL	135,204	9,701	64,571	67,602	3,031	48
SUPPLIES	7,500	608	2,953	3,750	797	39

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
OUTSIDE SERVICES	4,560	0	459	2,280	1,821	10
CAPITAL OUTLAY	345,000	158,997	180,497	197,500	17,003	52
Total Police Administration Expenses	492,264	169,306	248,480	271,132	22,652	50
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,576,230	113,891	795,806	788,116	(7,690)	50
SUPPLIES	107,150	16,860	48,381	53,575	5,194	45
OUTSIDE SERVICES	80,000	18,024	33,869	40,000	6,131	42
Total Patrol & Investigations Expenses	1,763,380	148,775	878,056	881,691	3,635	50
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	188,152	11,441	82,661	94,078	11,417	44
SUPPLIES	33,500	7,096	20,765	16,750	(4,035)	62
OUTSIDE SERVICES	19,500	624	4,828	9,750	4,922	25
Total Custody of Prisoners Expenses	241,152	19,161	108,274	120,578	12,304	45
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	393,864	25,789	182,015	196,933	14,918	46
SUPPLIES	6,500	0	1,225	3,250	2,025	19
OUTSIDE SERVICES	35,450	690	14,510	17,725	3,215	41
Total Records & Communications Expenses	435,814	26,479	197,750	217,908	20,158	45
<u>School Patrol Expenses</u>						
PERSONNEL	203,370	10,134	92,746	101,687	8,941	46
SUPPLIES	6,000	750	2,532	3,000	468	42
OUTSIDE SERVICES	1,250	0	0	625	625	0
Total School Patrol Expenses	210,620	10,884	95,278	105,312	10,034	45
<u>Animal Control Expenses</u>						
PERSONNEL	36,145	2,721	18,216	18,074	(142)	50
SUPPLIES	2,500	307	1,075	1,250	175	43
OUTSIDE SERVICES	42,150	6,850	20,670	21,075	405	49
Total Animal Control Expenses	80,795	9,878	39,961	40,399	438	49
<u>Fire Department Expenses</u>						
PERSONNEL	2,127,304	151,082	1,054,273	1,063,653	9,380	50
SUPPLIES	55,600	6,218	16,877	28,300	11,423	30
OUTSIDE SERVICES	51,273	11,171	27,685	28,746	1,061	54
CAPITAL OUTLAY	373,900	0	0	186,950	186,950	0
Total Fire Department Expenses	2,608,077	168,471	1,098,835	1,307,649	208,814	42
<u>Streets & Drainage Expenses</u>						
PERSONNEL	370,153	27,121	180,430	185,078	4,648	49
SUPPLIES	174,585	24,469	53,821	88,793	34,972	31
OUTSIDE SERVICES	68,320	8,221	25,464	35,661	10,197	37
CAPITAL OUTLAY	34,000	23,293	28,293	34,000	5,708	83

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GF Statement of Activity - MTD and YTD with Budget
City of Picayune
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Total Streets & Drainage Expenses	647,058	83,104	288,006	343,532	55,525	45
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	413,749	27,387	188,131	206,876	18,745	45
SUPPLIES	88,376	11,004	32,902	44,188	11,286	37
OUTSIDE SERVICES	26,203	3,386	10,875	13,102	2,227	42
CAPITAL OUTLAY	4,145	0	0	4,145	4,145	0
Total Grounds & Beautification Expenses	532,473	41,777	231,908	268,311	36,403	44
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	50,218	3,598	24,930	25,111	181	50
SUPPLIES	14,110	606	2,266	7,055	4,789	16
OUTSIDE SERVICES	2,630	0	30	1,315	1,285	1
Total Equipment Maintenance Expenses	66,958	4,204	27,226	33,481	6,255	41
<u>Transfers Expenses</u>						
OUTSIDE SERVICES	559,079	13,759	124,039	279,540	155,501	22
Total Transfers Expenses	559,079	13,759	124,039	279,540	155,501	22
<u>Aid to Other Govts Expenses</u>						
OUTSIDE SERVICES	712,120	107,722	394,880	359,110	(35,770)	55
Total Aid to Other Govts Expenses	712,120	107,722	394,880	359,110	(35,770)	55
Total Expenditures	9,439,555	906,319	4,246,579	4,774,338	527,761	45
Excess Revenue Over (Under) Expenditures	(673,991)	(146,632)	1,306,913	(383,703)	635,096	194

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
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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	13,000	0	6,761	6,500	261	52
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	1,800	0	1,076	900	176	60
405-000-351.02-000-000 MISC TAP INCOME	15,000	0	1,050	7,500	(6,450)	7
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,646	27,927	27,000	927	52
405-000-355.00-000-000 MISC INCOME	113,000	14,760	36,575	56,500	(19,925)	32
405-000-355.01-000-000 MISC INCOME BAGS	4,000	216	1,080	2,000	(940)	27
405-000-355.02-000-000 MISC INCOME TAPS	0	0	(500)	0	(500)	0
405-000-355.03-000-000 CROSBY COMMONS KEY FOBS	0	75	375	0	375	0
405-000-355.04-000-000 PROMOTE PICAYUNE SHIRTS	0	20	160	0	160	0
405-000-360.01-000-000 METERED SALES WATER	2,002,454	924	874,276	1,001,227	(126,951)	44
405-000-360.02-000-000 METERED SALES GAS	2,477,238	525	1,526,272	1,238,619	287,653	62
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	25	100	1,000	(900)	5
405-000-364.00-000-000 UTILITY LATE CHARGES	153,000	0	55,999	76,500	(20,501)	37
405-000-365.00-000-000 GARBAGE REVENUE	1,066,172	512	444,087	533,086	(68,999)	42
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	146	729	0	729	0
405-350-400.88-000-000 MS DEV AUTH- CDBG -WATER DISB IMP	234,750	0	0	117,375	(117,375)	0
Total Revenues	6,136,414	21,849	2,975,947	3,068,207	(92,260)	49
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	55,920	0	0	27,960	27,960	0
Total Intrafund Transfers Expenses	55,920	0	0	27,960	27,960	0
Utility Administration Expenses						
PERSONNEL	620,064	48,419	319,701	310,033	(9,668)	52
SUPPLIES	29,000	7,310	23,793	14,500	(9,293)	82
OUTSIDE SERVICES	98,620	36,044	58,029	49,310	(8,719)	59
Total Utility Administration Expenses	747,684	91,773	401,523	373,843	(27,680)	54
Director of Public Works Expenses						
PERSONNEL	179,386	13,501	91,086	89,695	(1,391)	51
SUPPLIES	19,700	1,003	5,074	9,850	4,776	26
OUTSIDE SERVICES	52,950	2,977	18,591	26,475	7,884	35
CAPITAL OUTLAY	730	0	0	730	730	0
Total Director of Public Works Expenses	252,766	17,481	114,751	126,750	11,999	45
Water Regulations Expenses						
PERSONNEL	48,129	3,825	25,737	24,066	(1,671)	53
SUPPLIES	40,050	6,142	15,355	20,025	4,670	38
OUTSIDE SERVICES	5,900	1,126	2,221	2,950	729	38
Total Water Regulations Expenses	94,079	11,093	43,313	47,041	3,728	46

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/29/2018**

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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>Well and Pump Maintenance Expenses</u>						
SUPPLIES	19,900	1,106	2,542	9,950	7,408	13
OUTSIDE SERVICES	30,050	9,259	12,762	15,025	2,263	42
Total Well and Pump Maintenance Expenses	49,950	10,365	15,304	24,975	9,671	31
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	182,498	14,090	100,047	91,251	(8,796)	55
SUPPLIES	47,545	2,707	17,609	23,773	6,164	37
OUTSIDE SERVICES	24,300	3,871	7,791	12,150	4,359	32
CAPITAL OUTLAY	93,000	20,000	70,454	46,500	(23,954)	76
Total Utility Construction Expenses	347,343	40,668	195,901	173,674	(22,227)	56
<u>Water Operations Expenses</u>						
PERSONNEL	226,456	17,619	114,219	113,229	(990)	50
SUPPLIES	166,070	15,187	187,499	102,036	(85,463)	113
OUTSIDE SERVICES	28,040	3,601	23,592	18,990	(4,602)	84
CAPITAL OUTLAY	4,570,072	0	251,305	2,410,072	2,158,767	6
Total Water Operations Expenses	4,990,638	36,407	576,615	2,644,327	2,067,712	12
<u>Gas Operations Expenses</u>						
PERSONNEL	300,293	17,718	120,062	150,147	30,085	40
SUPPLIES	1,515,020	481,241	990,062	757,511	(232,551)	65
OUTSIDE SERVICES	64,850	3,414	21,279	32,325	11,046	33
CAPITAL OUTLAY	218,000	30,332	115,033	129,000	13,967	53
Total Gas Operations Expenses	2,097,963	532,705	1,246,436	1,068,983	(177,453)	59
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	946,302	165,885	486,092	473,151	(12,941)	51
Total Garbage Expenses	946,302	165,885	486,092	473,151	(12,941)	51
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	108,483	40,691	55,245	54,244	(1,001)	51
Total Loan Interest Expenses	108,483	40,691	55,245	54,244	(1,001)	51
Total Expenditures	9,691,128	947,068	3,135,180	5,014,948	1,879,768	32
Excess Revenue Over (Under) Expenditures	(3,554,714)	(925,219)	(159,233)	(1,946,741)	(1,972,028)	(4)

ew

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL OF DOCKET

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the April 3, 2018 docket in the amount of \$847,072.28.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM APRIL 1-7, 2018 AS JUNIOR AUXILIARY WEEK

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to proclaim April 1-7, 2018 as Junior Auxiliary Week.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CITY CLERK

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve out of state travel for Amber Hinton to attend the IIMC Conference in Norfolk, VA the week of May 22, 2018.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE FOR A PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to set a date of May 1, 2018 for a public hearing for property clean up of the following properties:

	PPIN	ADDRESS
1.	48983	203 S. Gray Ave.
2.	40512	111 Hwy 11 South
3.	24158	1416 Palestine Rd.
4.	22396	1808 Evangeline Rd.
5.	22597	Westchester Rd.

- | | | |
|-----|-------|-------------------------------------|
| 6. | 21612 | 103 Country Club Dr. |
| 7. | 24483 | Jarrell St. parcel 6175150030402800 |
| 8. | 55119 | Jarrell St. parcel 6175150030402901 |
| 9. | 22831 | 191 Westchester Dr. |
| 10. | 26065 | 924 Third St. |

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO SURPLUS MOWERS

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve request from the Public Works department to surplus mowers that are no longer economically feasible to repair. One Exmark mower 60" cut serial # 728989 and one Snapper 48" cut.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR TO SIGN A CONTRACT WITH AXON

Motion was made by Council Member Breland, seconded by Council Member Gouquet to authorize Mayor to sign a contract with Axon for the purpose of purchasing electronic control devices.



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote , (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**
“**Confidential Information**” means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

“**Documentation**” means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

“**Evidence.com Service**” means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, hardware warranties, or the my.evidence.com services.

“**Policies**” means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“**Products**” means all Axon hardware, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

“**Quote**” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency’s purchase order in response to



the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“**Services**” means all services provided by Axon pursuant to this Agreement.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency’s responsibility. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote or are damaged or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency’s sole remedy is to return the Product to Axon for repair or replacement as further described in Section 7 – Warranties. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer’s warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon’s sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon’s option.
 - 7.2 **Warranty Limitations.**



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- 7.2.1** The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.
- 7.2.2** **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**
- 7.2.3** **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**
- 7.3** **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.
- 7.3.2** Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.
- 7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.
- 8** **Product Warnings.** See Axon's website at www.axon.com/legal for the most current product warnings.
- 9** **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products



and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

- 10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers ' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.
- 11 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 13 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.
- 15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the



other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.



- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donation of a 30 x 40 metal building approximately valued at \$50,000.00 to be used as a Training Facility for the Police Department.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION OF TRAINING FACILITY EQUIPMENT

Motion was made by Council Member Breland, seconded by Council Member Bumpers to accept donation of new training facility equipment from the Saving Police Lives Campaign valued at \$41,607.09.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE AGREEMENT TO PROVIDE SECURITY SERVICES BY AND BETWEEN THE CITY OF PICAYUNE AND PICAYUNE SCHOOL DISTRICT

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to approve the Agreement to Provide Security Services by and between the City of Picayune and Picayune School District and authorize the Mayor to sign the same.

REGULAR MEETING APRIL 3, 2018



City of Picayune

203 Goodyear Boulevard
Picayune, Mississippi 39466
(601) 798-9770 Fax (601) 798-0564

MAYOR
Dr. Edward Pinero, Jr.

CITY MANAGER
Jim Luke

COUNCIL
Tammy Valente
Lynn Bumpers
Jan Stevens
Larry E. Breland, Sr.
Wayne Gougnet

April 10, 2018

Picayune School District
Attention: Dean Shaw
706 Goodyear Blvd.
Picayune, MS 39466

RE: Agreement to Provide Security Services

Dear Mr. Shaw,

Please find enclosed the above referenced agreement. If accepted by the School Board, please have both copies executed and return a set to my attention.

If you need additional information, please feel free to contact me at 601.799.5544.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amber H. Hinton".

Amber H. Hinton, MMC

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

AGREEMENT TO PROVIDE SECURITY SERVICES

THIS AGREEMENT is made and entered into this, the 3 day of APRIL, 2018, by and between the CITY OF PICAYUNE, a Mississippi Municipal corporation (hereinafter, referred to as "the City"), and the PICAYUNE SCHOOL DISTRICT (hereinafter, referred to as "the School").

RECITALS:

WHEREAS, the School and the City wish to continue their contractual agreement for the City to provide security services for the School; and

WHEREAS, the City and the School have the authority to contract with each other for the City to provide certified police protection to the School on such terms and for such reimbursement as the School and the City may agree, pursuant to Mississippi Code Section 21-19-49(2); and

WHEREAS, the City and the School find that the program will enhance the exercise of the police power of the City and the duty of the City to protect the public from any related criminal activity; and

WHEREAS, the City and the School desire to participate in said program, and they agree that such participation shall be accomplished through a formal contract pursuant to Mississippi Code Section 21-19-49(2);

WHEREAS, both parties agree that a contractual agreement such as this would benefit both parties, the students, and the citizens of the community.

NOW THEREFORE, in consideration of the representations and agreements of the parties herein contained, the parties do hereby agree as follows:

I. SERVICES FURNISHED

The City shall employ seven (7) School Resource Officers ("SROs"). One (1) SRO shall be assigned to Nicholson Elementary School, one (1) SRO shall be assigned to Picayune Jr. High School, one (1) SRO shall be assigned to Picayune Memorial High School, one (1) SRO shall be assigned to Roseland Park Elementary School, one (1) SRO shall be assigned to South Side/South Side Lower Elementary schools, one (1) SRO shall be assigned to West Side Elementary School, one (1) SRO shall be assigned to the Center for Alternative Education. Said employees shall be paid by the City and entitled to all benefits of City employees, but they shall be stationed for regular duties at the Schools. When the Schools are not in session, said employees shall be provided assignments by the Chief of Police or his designee. The City shall provide training for the SROs as City police officers, including State Police Academy and Project Alert training. Though said employees would officially answer to the City Chief of Police or his designee, the School will retain the right to dispatch the security officers to various schools as needs arise during the school day and to give daily supervision and instruction to said employees as needed. Through this agreement, the City agrees to provide additional units and personnel as needed and when available should said need arise in emergency situations. The essence and intent of this agreement is that the City will assume and provide the School a level of security no less than the School had previously provided itself; and the hope and desire is that, through this contractual agreement, the City will be able to provide the School a level of security greater than the School has been able to provide itself.

II. PAY OF SECURITY OFFICERS

The rate of pay of school security officers shall be based on the salary schedule established by the City for Police Department employees. This pay rate shall be based on training and years of experience as determined by the Police Department. Training as School Resource Officers shall be the responsibility of the City.

III. EQUIPMENT

The City shall be entitled to utilize and maintain all present equipment owned by the School for use by the Security Officers during the term of this Agreement. The equipment shall remain a part of the Fixed Assets of the School. The City shall be responsible for the maintenance of this equipment during the term of this Agreement. At the end of the term of this Agreement, the equipment shall remain the property of the School.

IV. SECURITY VEHICLES

For the sum of \$10.00 each, the School shall lease its seven (7) security vehicles to the City for one year (July 1, 2018, through June 30, 2019) for use by the Resource Officers. The City shall be responsible for the maintenance of said vehicles during the term of this Agreement. The vehicles shall remain a part of the Fixed Assets of the School. At the end of the term of this Agreement, the vehicles shall remain the property of the School.

V. CONTRACT PRICE

The agreed contract price for the City providing the security services specified above, during the one-year term of this Agreement and for each subsequent year, is specified in **Exhibit "A"** hereto. The School shall make payment to the City in twelve (12) monthly installments. Each monthly installment will be made after the first regularly scheduled monthly meeting of the Picayune School District Board of Trustees.

VI. TERM OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year, commencing at 12:01 a.m. on July 1, 2018, and continuing until 12:00 midnight on June 30, 2019.

VII. RENEWAL OF AGREEMENT

On or before February 15, 2019, and annually on the 15th day of February each year, the City and the School shall provide to each other written notification of their intention to renew or terminate this Agreement, which will expire on its completion date of June 30, 2019, and each year thereafter on the 30th day of June. Either party may terminate this Agreement by thirty (30) days' written notice to the other party.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire and complete agreement and understanding between the parties involved regarding the subject matter of this Agreement. This Agreement supersedes all other verbal or written agreements made prior to or concurrent with this Agreement.

IX. MODIFICATIONS

This Agreement may be modified only by the execution of a written agreement signed by all the parties hereto. Each party understands and acknowledges that, if either party wants any additional services or provisions that are not expressly included in this Agreement, a separate agreement or addendum shall be necessary.

X. APPROVAL

The City and the School each acknowledge and agree that they each have approved the entering into this Agreement by appropriate resolution or order entered on their minutes.

EXHIBIT "A"

AGREED CONTRACT PRICE

FOR CITY SECURITY SERVICES

First Year (2018-2019):

Personnel/Wages for Seven (7) Officers	\$ 259,116.23
Uniforms/Equipment for Officers	\$ 41,735.92
Training (Required by State for SROs)	\$ 11,250.00
Seven (7) Vehicles	\$ 178,052.00
Equipment for Vehicles	\$ 16,324.00
Fuel/Maintenance for Vehicles	<u>\$ 18,400.00</u>
Total Cost for First Year:	\$ 524,878.15

Estimated Costs for Subsequent Years (2019-2020) and following:

Personnel/Wages, Training, and Supplies	\$ 296,539.72
Estimated Total Cost for Each Subsequent Year	<u>\$ 296,539.72</u>

XI. RIGHTS, PRIVILEGES, AND IMMUNITY RETAINED

Nothing in this Agreement shall be construed to abridge any of the rights, privileges, and immunities enjoyed by the governmental entities and public officials which are parties hereto.

XII. ENFORCEABILITY

If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

ACCORDINGLY, this Agreement has been executed in duplicate on the day and date first herein mentioned.

THE CITY OF PICAYUNE,
a Mississippi Municipal Corporation

By: Edmund Pinero
Mayor, City of Picayune

Attest: [Signature]

THE PICAYUNE SCHOOL DISTRICT

By: _____
Superintendent of Education

By: _____
President of the Board of Trustees

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR EXECUTIVE SESSION

Motion was made by Council Member Bumpers, seconded by Council Member Gouquet to enter into closed session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT CLOSED SESSION

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Stevens, seconded by Council Member Gouquet to recess until Tuesday, April 17, 2018 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk