

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, January 7, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

Opening prayer was given by Rev. John Goss, 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 Valente to approve the Minutes for the City of Picayune dated December 3, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to acknowledge receipt of monthly budget report for the month of December 2013.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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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						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	150,000	(150,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	800	48,900	19,665	29,235	62
351-000-341.02-000-000 GROUND LEASES	12,480	6,900	6,900	3,120	3,780	55
351-000-374.00-000-000 FUEL SALES	6,000	325	1,137	1,500	(363)	19
Total Revenues	697,140	8,025	56,937	174,285	(117,348)	8
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,091	12,259	14,380	2,121	21
SUPPLIES	500	6	192	126	(66)	38
OUTSIDE SERVICES	55,640	1,234	14,791	13,910	(661)	27
CAPITAL OUTLAY	680,000	0	0	165,000	165,000	0
Total Airport Expenses	773,659	5,331	27,242	193,416	166,174	4
Total Expenditures	773,659	5,331	27,242	193,416	166,174	4
Excess Revenue Over (Under) Expenditures	(76,519)	2,694	29,695	(19,131)	(283,522)	39

**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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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	300	60	180	75	105	60
406-000-340.00-000-000 INTEREST INCOME	250	0	30	63	(33)	12
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	12,667	17,250	(4,583)	18
406-000-392.00-000-000 SALE OF LOTS	20,000	2,289	10,554	5,000	5,554	53
Total Revenues	89,550	8,099	23,431	22,388	1,043	26
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	4,056	11,486	17,412	5,926	16
SUPPLIES	7,880	180	1,155	1,971	816	15
OUTSIDE SERVICES	3,269	116	384	817	433	12
CAPITAL OUTLAY	76,300	800	8,657	70,900	62,243	11
Total Cemetery Expenses	157,093	5,152	21,682	91,100	69,418	14
Total Expenditures	157,093	5,152	21,682	91,100	69,418	14
Excess Revenue Over (Under) Expenditures	(67,543)	2,947	1,749	(68,712)	(68,375)	3

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**ED Statement of Activity - MTD and YTD with Budget
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For 12/31/2013**

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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	250	0	150	63	87	60
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,420	4,273	0	4,273	0
110-043-341.00-000-000 RENT	48,790	0	0	12,198	(12,198)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	4,771	(4,771)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	33,940	97,980	110,000	(12,020)	22
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	50	1,235	625	610	49
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	0	250	(250)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	25	(25)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	52	125	(73)	11
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	7,000	(7,000)	0
Total Revenues	540,225	35,410	103,690	135,057	(31,367)	19
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	1,690	3,967	0	(3,967)	0
Total Sale of Lots Expenses	0	1,690	3,967	0	(3,967)	0
Recreation Expenses						
PERSONNEL	127,352	7,152	20,717	31,839	11,122	16
SUPPLIES	53,500	1,318	16,550	33,325	16,775	31
OUTSIDE SERVICES	114,000	7,925	2,548	28,500	25,952	2
Total Recreation Expenses	294,852	16,395	39,815	93,664	53,849	14
Retirement Development Expenses						
Total Expenditures	294,852	18,085	43,782	93,664	49,882	15
Excess Revenue Over (Under) Expenditures	245,373	17,325	59,908	41,393	(81,249)	24

**GF Statement of Activity - MTD and YTD with Budget
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For 12/31/2013**

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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	1,299,183	450	1,638	324,796	(323,158)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	17,121	47,552	56,468	(8,916)	21
001-000-202.00-000-000 PERSONAL TAXES	414,947	18,766	18,811	103,737	(84,926)	5
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	331	331	250	81	33
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	627	1,762	7,500	(5,738)	6
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,210	2,343	16,325	(13,982)	4
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	1,250	3,670	10,000	(6,330)	9
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	450	900	956	(56)	24
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	29,099	180,764	153,750	27,014	29
001-000-222.00-000-000 BUILDING PERMITS	46,000	4,393	19,778	11,500	8,278	43
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	800	2,632	863	1,769	43
001-000-224.00-000-000 LOT CLEAN UP	20,000	1,588	1,588	5,000	(3,412)	8
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	251	0	251	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	6,875	(6,875)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	2,164	(2,164)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	0	2,015	(2,015)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	5,425	4,375	1,050	31
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	0	35,000	(35,000)	0
001-000-253.28-000-000 USM PROJECT SAFE	0	4,636	4,636	0	4,636	0
NEIGHBORHOOD GRANT						
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	326,502	979,929	1,019,500	(39,571)	24
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	14,034	(14,034)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	488	821	4,997	(4,176)	4
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	458	(458)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,000	3,750	8,250	80
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	464	1,958	1,625	333	30
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	2,127	5,953	55,000	(49,047)	3
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	30,174	(30,174)	0
001-000-288.00-000-000 MUN COURT WARRANT OFFICER	13,000	40	2,603	3,250	(647)	20
001-000-330.00-000-000 COURT FINES & FEES	350,000	371	52,849	87,500	(34,651)	15
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,495	4,790	5,625	(835)	21
001-000-336.05-000-000 POLICE EQUIP ASSESSMENTS	1,200	336	781	300	481	65
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	100	0	69	25	44	69
001-000-340.00-000-000 INTEREST EARNED	10,200	40	2,508	2,550	(43)	25
001-000-355.00-000-000 MISCELLANEOUS INCOME	20,000	0	4,320	5,000	(680)	22
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	14,000	2,945	3,712	3,500	212	27
001-092-301.00-000-000 BRICK BY BRICK PROGRAM	74,879	0	0	18,720	(18,720)	0
PROCEEDS	0	0	300	0	300	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM	0	0	400	0	400	0
PROCEEDS	0	0	0	0	0	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(103,200)	103,200	0
Total Revenues	7,577,522	415,559	1,365,074	1,894,382	(529,308)	18

Expenditures

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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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	66,113	5,014	14,585	16,529	1,944	22
SUPPLIES	500	47	237	125	(112)	47
OUTSIDE SERVICES	64,150	980	14,952	16,038	1,086	23
CAPITAL OUTLAY	0	0	103,650	0	(103,650)	0
Total Municipal Council Expenses	130,763	6,041	133,424	32,692	(100,732)	102
<u>Municipal Court Expenses</u>						
PERSONNEL	269,077	20,091	57,464	67,270	9,806	21
SUPPLIES	4,000	0	605	1,000	395	15
OUTSIDE SERVICES	54,750	4,767	26,464	13,688	(12,776)	48
Total Municipal Court Expenses	327,827	24,858	84,533	81,958	(2,575)	26
<u>City Attorney Expenses</u>						
PERSONNEL	9,450	718	2,076	2,364	288	22
OUTSIDE SERVICES	20,000	1,249	5,249	5,000	(249)	26
Total City Attorney Expenses	29,450	1,967	7,325	7,364	39	25
<u>City Manager Expenses</u>						
PERSONNEL	97,355	5,319	15,750	24,339	8,589	16
SUPPLIES	7,500	159	804	1,875	1,071	11
OUTSIDE SERVICES	16,300	1,651	3,877	4,075	198	24
Total City Manager Expenses	121,155	7,129	20,431	30,289	9,858	17
<u>General Services Expenses</u>						
PERSONNEL	16,920	1,284	3,764	4,231	467	22
SUPPLIES	7,700	785	3,021	1,925	(1,096)	39
OUTSIDE SERVICES	219,200	64,855	139,735	54,800	(84,935)	64
Total General Services Expenses	243,820	66,924	146,520	60,956	(85,564)	60
<u>Financial Expenses</u>						
PERSONNEL	138,675	12,202	36,052	34,668	(1,384)	26
SUPPLIES	7,500	703	2,444	1,875	(569)	33
OUTSIDE SERVICES	69,400	2,773	8,651	17,351	8,700	12
Total Financial Expenses	215,575	15,678	47,147	53,894	6,747	22
<u>Code Enforcement Expenses</u>						
PERSONNEL	135,346	11,459	34,668	33,838	(830)	26
SUPPLIES	4,300	799	1,768	1,075	(693)	41
OUTSIDE SERVICES	21,650	1,618	6,521	5,414	(1,107)	30
Total Code Enforcement Expenses	161,296	13,876	42,957	40,327	(2,630)	27
<u>Police Administration Expenses</u>						
PERSONNEL	160,493	12,390	36,891	40,123	3,232	23
SUPPLIES	7,500	66	287	1,875	1,588	4
OUTSIDE SERVICES	61,013	3,070	14,908	16,823	1,915	24
CAPITAL OUTLAY	8,657	0	0	2,164	2,164	0
Total Police Administration Expenses	237,663	15,526	52,086	60,985	8,899	22

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,355,857	118,955	348,584	338,985	(9,619)	26
SUPPLIES	136,250	11,758	35,818	34,063	(1,755)	26
OUTSIDE SERVICES	103,500	10,504	34,270	25,875	(8,395)	33
CAPITAL OUTLAY	7,968	331	1,052	1,892	840	14
Total Patrol & Investigations Expenses	1,603,175	141,548	419,724	400,795	(18,929)	26
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	12,486	37,223	33,390	(3,833)	28
SUPPLIES	39,000	3,976	22,275	9,750	(12,525)	57
OUTSIDE SERVICES	15,500	88	660	3,875	3,215	4
Total Custody of Prisoners Expenses	188,054	16,550	60,158	47,015	(13,143)	32
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	389,410	29,452	80,189	97,353	17,164	21
SUPPLIES	8,500	297	2,527	2,125	(402)	30
OUTSIDE SERVICES	20,800	657	5,396	5,200	(196)	26
Total Records & Communications Expenses	418,710	30,406	88,112	104,678	16,566	21
<u>School Patrol Expenses</u>						
PERSONNEL	118,810	13,551	38,880	29,703	(9,177)	33
SUPPLIES	6,500	1,567	3,124	1,625	(1,499)	48
OUTSIDE SERVICES	2,750	328	656	688	32	24
Total School Patrol Expenses	128,060	15,446	42,660	32,016	(10,644)	33
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,309	6,740	7,534	794	22
SUPPLIES	1,280	134	879	320	(559)	69
OUTSIDE SERVICES	48,150	3,854	11,911	12,038	127	25
Total Animal Control Expenses	79,561	6,297	19,530	19,892	362	25
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	158,449	457,223	510,560	53,337	22
SUPPLIES	52,600	2,669	7,497	13,150	5,653	14
OUTSIDE SERVICES	73,063	7,397	28,521	18,266	(10,555)	39
Total Fire Department Expenses	2,167,904	168,515	493,541	541,976	48,435	23
<u>Streets & Drainage Expenses</u>						
PERSONNEL	441,228	32,246	94,865	110,307	15,442	22
SUPPLIES	140,001	5,785	61,592	35,001	(26,591)	44
OUTSIDE SERVICES	321,200	40,553	121,255	80,301	(40,954)	38
CAPITAL OUTLAY	0	0	0	0	0	0
Total Streets & Drainage Expenses	902,429	78,584	276,136	225,609	(50,527)	31
<u>Grounds & Beautification Expenses</u>						

**GF Statement of Activity - MTD and YTD with Budget
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For 12/31/2013**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	386,345	28,633	87,898	96,586	8,688	23
SUPPLIES	101,344	2,948	17,953	25,336	7,383	18
OUTSIDE SERVICES	20,950	3,300	6,296	5,238	(1,058)	30
Total Grounds & Beautification Expenses	508,639	34,881	112,147	127,160	15,013	22
Equipment Maintenance Expenses						
PERSONNEL	45,987	2,467	7,279	11,498	4,219	16
SUPPLIES	16,110	189	789	4,028	3,239	5
OUTSIDE SERVICES	10,300	950	2,566	2,575	19	25
Total Equipment Maintenance Expenses	72,397	3,606	10,624	18,101	7,477	15
Total Expenditures	7,536,478	647,832	2,057,055	1,885,707	(171,348)	27
Excess Revenue Over (Under) Expenditures	41,044	(232,273)	(691,981)	8,675	(357,961)	(1,686)

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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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	7,500	0	1,865	1,875	(10)	25
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	301	0	301	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	2,100	4,822	5,000	(178)	24
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,587	13,693	13,500	193	25
405-000-355.00-000-000 MISC INCOME	112,000	8,290	21,059	28,000	(6,941)	19
405-000-355.01-000-000 MISC INCOME BAGS	4,000	277	753	1,000	(247)	19
405-000-360.01-000-000 METERED SALES WATER	1,656,138	125,918	383,791	414,035	(30,244)	23
405-000-360.02-000-000 METERED SALES GAS	1,818,615	217,148	466,623	454,654	11,969	26
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	0	575	500	75	29
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	13,328	37,727	36,250	1,477	26
405-000-365.00-000-000 GARBAGE REVENUE	915,000	80,511	242,210	228,750	13,460	26
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	42,181	0	42,181	0
Total Revenues	4,734,253	452,159	1,215,600	1,183,564	32,036	26
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	27,083	25,000	(2,083)	27
Total Intrafund Transfers Expenses	100,000	8,333	27,083	25,000	(2,083)	27
Utility Administration Expenses						
PERSONNEL	596,519	43,926	129,058	148,881	19,823	22
SUPPLIES	30,000	287	2,845	7,500	4,655	9
OUTSIDE SERVICES	220,250	40,307	79,884	55,063	(24,821)	36
Total Utility Administration Expenses	845,769	84,520	211,787	211,444	(343)	25
Director of Public Works Expenses						
PERSONNEL	161,940	12,365	36,569	40,486	3,917	23
SUPPLIES	15,930	217	916	3,983	3,067	6
OUTSIDE SERVICES	77,483	2,330	7,360	19,371	12,011	10
CAPITAL OUTLAY	70,904	3,140	66,260	69,404	3,144	93
Total Director of Public Works Expenses	326,257	18,052	111,105	133,244	22,139	34
Water Regulations Expenses						
PERSONNEL	40,780	3,995	10,770	10,195	(575)	26
SUPPLIES	23,511	560	1,568	5,879	4,311	7
OUTSIDE SERVICES	6,300	102	204	1,575	1,371	3
Total Water Regulations Expenses	70,591	4,657	12,542	17,649	5,107	18
Well and Pump Maintenance Expenses						
SUPPLIES	33,358	2,158	7,984	8,340	356	24
OUTSIDE SERVICES	67,216	5,604	20,763	16,805	(3,958)	31
Total Well and Pump Maintenance Expenses	100,574	7,762	28,747	25,145	(3,602)	29

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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
Sewer Construction Expenses						
PERSONNEL	107,276	6,956	14,031	26,820	12,789	13
SUPPLIES	38,831	800	14,022	9,707	(4,315)	36
OUTSIDE SERVICES	34,149	140	8,437	8,537	100	25
Total Utility Construction Expenses	180,256	7,896	36,490	45,064	8,574	20
Water Operations Expenses						
PERSONNEL	248,222	20,177	54,985	62,056	7,071	22
SUPPLIES	107,381	10,537	71,660	26,846	(44,814)	67
OUTSIDE SERVICES	19,981	1,508	9,735	4,995	(4,740)	49
CAPITAL OUTLAY	54,992	70,345	(31,952)	13,748	45,700	(58)
Total Water Operations Expenses	430,576	102,567	104,428	107,645	3,217	24
Gas Operations Expenses						
PERSONNEL	219,413	17,498	47,695	54,854	7,159	22
SUPPLIES	1,073,079	77,136	313,909	268,270	(45,639)	29
OUTSIDE SERVICES	83,336	2,306	25,718	20,834	(4,884)	31
CAPITAL OUTLAY	3,000,000	0	26,162	750,000	723,838	1
Total Gas Operations Expenses	4,375,828	96,940	413,484	1,093,958	680,474	9
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,518	292,061	202,500	(89,561)	36
Total Garbage Expenses	810,000	72,518	292,061	202,500	(89,561)	36
Loan Interest Expenses						
INTEREST EXPENSE	0	7,159	19,801	0	(19,801)	0
Total Loan Interest Expenses	0	7,159	19,801	0	(19,801)	0
Total Expenditures	7,239,851	410,404	1,257,528	1,861,649	604,121	17
Excess Revenue Over (Under) Expenditures	(2,505,598)	41,755	(41,928)	(678,085)	(572,085)	(2)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the docket for January 7, 2014 in the amount of \$575,816.47.

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM JANUARY AS HUMAN TRAFFICKING AWARENESS MONTH

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to proclaim January as “Human Trafficking Awareness Month”.

**PROCLAMATION
HUMAN TRAFFICKING AWARENESS MONTH**

WHEREAS, January is Human Trafficking Awareness Month, Advocates For Freedom will be joining millions of Americans nationwide in recognizing the growing need to stop human trafficking.

WHEREAS, the United States has made great strides in preventing the occurrence of modern slavery, prosecuting traffickers and dismantling their criminal networks, and protecting victims and survivors, our work is not done. We stand with those throughout the state of Mississippi who are working every day to end modern slavery, bring traffickers to justice, and empower survivors to reclaim their rightful freedom.

WHEREAS, the efforts by individuals, businesses, organizations, and governing bodies to promote the observance of “Human Trafficking Awareness Month” in January of each year represents one of the examples of the ongoing commitment in the state of Mississippi to raise awareness of and to actively combat human trafficking;

NOW, THEREFORE, BE IT ENACTED by the City of Picayune, Mississippi, in recognition of the Advocates For Freedom, does hereby designate January 2014 as “Human Trafficking Awareness Month” and urge all Citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking. Together, we can combat this crime and join with our partners in Mississippi to end this injustice.

IN TESTIMONY WHEREOF, I have hereunto affixed the seal of the City of Picayune on this the 7th day of January, 2014.

Signed _____
Mayor, Ed Pinero

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ANNUAL MEMORANDUM OF AGREEMENT FOR CONTINUATION OF MAIN STREET PROGRAM FOR 2014

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve annual Memorandum of Agreement for Continuation of Main Street Program for 2014 and authorize Mayor to execute the same.

Please submit the signed 2014 Memorandum of Agreement, dues payment for 2014, and all required additional materials by **JANUARY 1, 2014** to the Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201.



**2014 MEMORANDUM OF AGREEMENT
FOR CONTINUATION
IN THE MISSISSIPPI MAIN STREET ASSOCIATION
MAIN STREET PROGRAM**

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

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

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

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

REGULAR MEETING JANUARY 7, 2014

_____ 12. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.

_____ 13. Agree to acknowledge being an official Mississippi Main Street city in all printed and electronic materials, (i.e. websites, newsletters and brochures).

_____ 14. Be a Network Member of the National Trust Main Street Center.

_____ 15. Maintain broad-based public and private sector community support for the program through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director to handle all communications with the community, the MMSA, state government agencies and the National Trust Main Street Center.

2. Conduct an annual Main Street Four Point Approach™ training session open to all program managers, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.

3. Conduct regional training sessions for managers and on-site training sessions in the community for development of goals, objectives and the annual work plan. The MMSA will also provide guidelines and other materials designed to assist in the educational process.

4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. The National Main Street Conference and Destination Downtown Conference qualify as "official training."

5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by the local program and determined by the MMSA District Director.

6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.

7. Conduct an annual evaluation of each program's progress for the past year, and aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA and The Community Jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2014 and ending on December 31, 2014. It may be extended or revised by both parties.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.

3. Should a local Main Street program fail to comply with the provisions of the annual Memorandum of Agreement, the Main Street Executive Director may choose to send that program a written initial warning. At that time, the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by the Executive Director ninety (90) days following the first warning.

4. Jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

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

Name (printed): _____

_____ Date signed: _____
SPONSORING ORGANIZATION

BY: _____ Date: _____
Joey Hudnall, MMSA Board of Directors President

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

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement, and submitted to MMSA by the January 1, 2014 deadline:

- _____ 1. Payment of 2014 MMSA dues
- _____ 2. A copy of the community's current Main Street Program Budget
- _____ 3. A copy of the community's Program of Work for 2014
- _____ 4. A complete list of local board members, including name and email address.
Please indicate which Board members are new for this year.

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

IMPORTANT MAIN STREET MANAGER REMINDERS:

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON SOLID WASTE SERVICES CONTRACT

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize Mayor's signature Solid Waste Services Contract between the City of Picayune and Progressive Waste Solutions.



SOLID WASTE SERVICES CONTRACT

This Contract made this the _____ day of December, 2013, by and between the City of Picayune, hereinafter called "Owner" or "City" and Progressive Waste Solutions of LA, Inc. doing business as a Delaware corporation in Picayune, Mississippi, hereinafter called the "Contractor".

WITNESSETH, that for and in consideration of the payment and agreements hereinafter mentioned, the parties hereby agree as follows:

SECTION 1: SCOPE OF SERVICE

CONTRACTOR shall perform solid waste collection within the boundaries of the City of Picayune and furnish vehicles, equipment, labor and facilities to collect and haul solid waste and/or rubbish generated by residents and light commercial units within the City and haul the solid waste to OWNER's designated disposal facility (Waste Management, Inc.'s Central Landfill in Pearl River County, Mississippi). The CONTRACTOR's services shall include at a minimum two times weekly garbage pick-up from each unit, once weekly rubbish/yard debris pick-up from each unit as provided in Section 5.02 hereof, and once weekly curbside recycling pick-up from each unit.

SECTION 2: COMPENSATION

OWNER hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, in lawful money of the United States, an aggregate sum monthly equaling (i) the total of all homes and light commercial units serviced in the City of Picayune in such month multiplied by (ii) \$17.39 for each unit based on the Customer Count for such period of time in accordance with Section 11 hereof, or such other monthly rate as may become applicable after the expiration of the first two years of the term of this Contract, pursuant to the terms and provisions of *Section 7.00 Rate Adjustments* set forth hereinafter. That on or before the 20th day of each month, CONTRACTOR shall submit an invoice to the OWNER and OWNER shall make payments to the CONTRACTOR on the basis of said invoice for work performed during the preceding calendar month by the 10th of the following month, with the exception

of disagreements as to the invoice amount, which shall be resolved in good faith by the parties and any disputed amount shall be paid immediately to Contractor once resolved. No additional work or extras will be done unless the same shall be duly authorized by appropriate action by the OWNER. Notwithstanding anything to the contrary contained herein, the OWNER shall be solely responsible for billing, collecting and remitting any applicable sales, use or service taxes.

SECTION 3: PERFORMANCE BOND

- 3.01 The CONTRACTOR shall provide to OWNER a performance bond in the amount of not less than the billing cost of a six month period, to secure CONTRACTOR's performance of the services described herein.
- 3.02 Premium for the bond described above shall be paid by the CONTRACTOR. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- 3.03 The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the state.
- 3.04 Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

SECTION 4: TYPE AND DEFINITIONS OF SERVICES TO BE PERFORMED

- 4.01 The OWNER - Shall mean the boundaries of the City of Picayune.
- 4.02 Residential Customer - Residential Customer shall mean any single or multi-family dwelling of twelve or less units not including hotels or motels which require service for solid waste collection or any entity separately billed for residential water and sewer services. In the case of multi unit dwellings, these units will be billed as individual units.
- 4.03 Light Commercial - Light Commercial shall be those commercial units that are licensed and generate less than an average of two (2) cubic yards of waste per week.
- 4.04 Containers – The CONTRACTOR shall, within (6) months of the Effective Date, replace all Carts that are in a state of disrepair; and, shall within (6) months of the Effective Date replace all green Carts with a new Cart that is maroon in color and approximately 96 gallons. Special circumstances involving elderly/handicap residents will require the CONTRACTOR to provide carport/garage service. The OWNER and CONTRACTOR will meet to determine if a resident is eligible for said services. The CONTRACTOR shall provide the OWNER with at least 20 extra carts for the OWNER to keep in inventory at all times. The CONTRACTOR shall maintain all Carts in good working order at all times during the Contract Period. The CONTRACTOR shall be responsible for identifying and repairing damaged carts on a weekly basis. In no case shall a damaged cart remain damaged for more than 14 days from the date of reporting. In the event that the CONTRACTOR does not make the necessary repairs within the time outlined above, or if the CONTRACTOR repeatedly fails to report and repair damaged carts, the City may make the repairs or replacement of the Carts and charge the CONTRACTOR Liquidated Damages as outlined in Section 7.06 of this document. Disposable plastic bags of type and construction for refuse storage and disposal are acceptable for use as an overflow to the carts.

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- 4.05 Units - The term "unit", when used in this Contract, shall mean one stop for service by the CONTRACTOR at a residential or light commercial establishment, with the total units representing the total separate stops/services rendered by the CONTRACTOR within the OWNER's jurisdiction. The term "unit" shall not include a commercial establishment with a separate contract with CONTRACTOR or a vacant residential or commercial establishment.
- 4.06 Solid Waste - Solid waste shall consist of all garbage, tree trimmings, residential trash, and rubbish as hereinafter defined and as defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Mississippi..
- 4.07 Garbage - Garbage shall include and mean all residential accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking or dealing in, or storage of meats, fish, fowl, fruit, vegetables and other matter of any nature whatsoever, which is subject to decay, putrefaction and the generation of noxious and offensive gases and odors, of which, for flies and/or other germ-carrying insects, bottles, cans or containers which, due to their ability to retain water, may serve as breeding place for mosquitoes or other water-breeding insects.
- 4.08 Tree trimmings - Every waste accumulation of palm fronds, tree branches, parts of trees, bushes or shrubs, green leaf cuttings, fruits or other matter usually creating refuse in the care of trees and large bushes.
- 4.09 Residential trash - Unless specifically provided to the contrary herein, the term shall include and mean all household trash, and garden and yard trash that can be deposited in garbage containers as defined in section 4.04 of this document.
- 4.10 Rubbish/Yard Debris - The term "rubbish" includes, but is not limited to non-putrescible solid waste. Combustible rubbish includes paper, wool, yard trimmings, leaves and similar materials. Tree trimmings, branches, leaves, grass trimmings, automobile parts, furniture and other waste matter other than construction debris, dead animals or hazardous waste shall be considered as Yard Debris.
- 4.11 Recyclables - Recyclables shall include aluminum beverage cans, cardboard, commingled plastic beverage containers including PET/HDPE, tin cans/bi-metallic cans, newspaper and newspaper inserts, and magazines.
- 4.11 Excluded waste - Waste excluded from this agreement includes hazardous waste, biomedical waste, whole trees, car batteries, dead animals, tires and white goods, such as stoves, refrigerators, water heaters, washing machines.
- 4.12 Producer - An occupant of a residential unit or light commercial business who generates waste, to be dealt with under the terms of this contract.
- 4.13 Construction debris shall not be collected under this Contract - Waste building material resulting from construction, remodeling, repair or demolition operations shall not be collected under this Contract.

SECTION 5: EXECUTION OF SERVICES

- 5.01 Garbage Pick-Up – The CONTRACTOR shall pick-up garbage at all units twice weekly. While at each unit, the CONTRACTOR shall remove all bagged items at the unit, return the cart and/or cans to the curb side position and make sure the site is clean from garbage spilled by the CONTRACTOR prior to moving to the next unit. The CONTRACTOR shall establish a route and schedule that covers the entire City in two (2) days. Each unit shall be serviced on either a Monday and Thursday pick-up schedule or a Tuesday and Friday pick-up schedule. This schedule shall be established prior to the Effective Date and the CONTRACTOR shall assist the OWNER in notifying the residents of the new pick-up schedule. In the event the CONTRACTOR fails to complete the twice weekly garbage pick-up within 24 hours of the business day following the date in which it receives notice of such failure, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.02 Rubbish/Yard Debris Pick-Up – The CONTRACTOR in good faith shall endeavor to pick-up rubbish/yard debris at as many units as needed pursuant to notice from such units to the City, once weekly on Thursday of each week. The CONTRACTOR shall communicate with the OWNER on a weekly basis to collect address information for residents who called the City directly in regards to Rubbish/Yard Debris Pick-Up. The CONTRACTOR shall be responsible for removing all rubbish/yard debris that is placed at each unit on a weekly basis and that is communicated to the OWNER by the resident and then communicated by the resident to the CONTRACTOR, provided, that such Rubbis/Yard Debris meets the size limitations required herein. Contractor shall clean/dress up all yard disturbances it caused during the collection of rubbish/yard debris. Yard shall not be left in a condition that is not mowable, unless such condition is through no fault of the CONTRACTOR. At no time shall the CONTRACTOR be responsible for removing any rubbish/yard debris that exceeds a pile size of approximately 20' long, 6' wide, and 5' high (600 cubic feet) at any given unit in any given week. In the event the CONTRACTOR identifies a unit where the amount of debris exceeds the quantity listed above, the CONTRACTOR shall provide the OWNER with the address of the unit for the OWNER to investigate. If the CONTRACTOR determines that the quantity of debris exceeds the quantity required to be removed by the CONTRACTOR under this Contract, the CONTRACTOR shall not be responsible for removing the identified debris. In the event the CONTRACTOR fails to remove any debris, within 24 hours of the business day following the date in which it receives notice of such failure, for such debris that was identified by the OWNER, prior to CONTRACTOR beginning such collections, of such debris needing collection, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.
- 5.03 Curbside Recycling – The CONTRACTOR shall provide each unit with a recycle bin approximately 18 gallons in size and provide once weekly collection of recyclables from each unit. The collection of recyclables shall coincide with either the Monday/Thursday garbage pick-up schedule or Tuesday/Friday garbage pick-up schedule for each unit. The CONTRACTOR may elect, in its sole discretion, to pick-up recyclables twice weekly at no additional cost to the OWNER. In the event the CONTRACTOR fails to complete the Curbside Recycling pick-up within 24 hours of the business day following the date in

which it receives notice of such failure, the OWNER may elect to self perform the work at the identified units. In this situation, the OWNER shall charge the CONTRACTOR with Liquidated Damages as outlined in Section 7.06 of this document.

- 5.04 Special Event Services – The OWNER periodically has a need for Waste related services related to Special Events within the City. The CONTRACTOR shall provide, at no cost to the OWNER, the services identified for each event listed below:

Great American Cleanup (April) – 8 @ 30 Cubic Yard Roll-Off Containers
Boley Creek Clean-Up (April) – 2 @ 30 Cubic Yard Roll-Off Containers
Christmas Parade (December) – 2 Porta-Lets

The CONTRACTOR shall absorb the costs associated with providing these services to the OWNER in the unit price for twice weekly garbage collection.

SECTION 6: TERMS OF AGREEMENT

This Agreement shall be for four (4) years, commencing September 1, 2013 (the "Effective Date") and extending through August 31, 2017. The OWNER and CONTRACTOR shall have the right to renew this Contract upon mutually agreeable terms, by submitting its written intent to do so to the other party at least six (6) months prior to the expiration of the Contract. It is understood the term of this Contract does not bind any successors to the City Council beyond June 30, 2017, and that any continuation of this Contract is subject to approval of the incoming City Council, with members who will take office July 1, 2017.

- 6.01 All Notices for the OWNER shall go to:
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Attention: City Manager

All Notices for the CONTRACTOR shall go to:

Progressive Waste Solutions of LA, Inc.
310 Howze Beach Lane
Slidell, LA 70461
Attn: District Manager

With a copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Fort Worth, TX 76177
Attn: General Counsel

- 6.02 Mail Notification - All notices shall be given via U. S. certified mail return receipt requested, postage prepaid or via nationally recognized overnight carrier. The date of the postmark of the envelope containing the notice shall be taken and conclusively

treated as the date of the receipt by party receiving said notice provided said envelope is correctly addressed.

SECTION 7: RATE ADJUSTMENTS

After the first two (2) years of this Contract the unit price charged to the OWNER by the CONTRACTOR may be increased or decreased by the same percentage as the Consumer Price Index (all items) has increased or decreased during the prior calendar year; provided, however, that no single annual CPI increase shall exceed 5%. For purposes of this Contract, Consumer Price Index (CPI) shall mean the Consumer Price Index, All Items, All Urban Consumers, U.S. City Average, as published by the Bureau of Labor Statistics of the Department of Labor.

The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

In the event it becomes necessary for CONTRACTOR to dispose of OWNER's waste at a facility other than the Central Landfill, OWNER shall provide CONTRACTOR with at least sixty (60) days advance notice. Thereafter, OWNER shall be responsible for any increased costs associated with the disposal of OWNER's waste including, but not limited to, higher disposal rates and additional transportation costs. It is understood and agreed to between the Parties, that should the Contractor no longer be able to dump at the Central Landfill in Pearl River County, Mississippi, as a result of the intentional misconduct of said Contractor, then, in that event, it is agreed the rates established pursuant to this Contract shall not be increased to account for an increase in the Contractor's performance as set out in this Contract.

7.01 Service Schedule - CONTRACTOR shall establish a schedule and maintain it as routinely as possible so as to assure that the services described in Section 1 "Scope of Service" are furnished. Such collection schedule shall be approved by the City Manager and shall not provide for residential collections prior to 6:30 a.m. or later than 7:30 p.m. in residential areas.

The following holidays may be observed by the CONTRACTOR.

- | | |
|---------------|------------------|
| New Years Day | Independence Day |
| Christmas Day | Thanksgiving Day |

The CONTRACTOR acknowledges that peak periods of heavy debris will be from October 15 to February 28 for the Fall Season and April 15 to May 30 for the Spring Season. CONTRACTOR shall provide and advertise revised collection schedules, if needed, during these peak seasons. The parties acknowledge and agree that the peak periods of heavy debris referenced in this paragraph exclude any storm debris arising out of a natural disaster in accordance with Section 13 hereof.

- 7.02 Makeup days - The CONTRACTOR shall schedule a makeup day for areas with once per week service.

Public notice shall be given to take the above holidays.
Notice for makeup days shall include a display advertisement in the weekend edition of the Picayune Item prior to the holiday.
No collections will be made on Sunday.

- 7.03 Location of pick-up - City pick-ups will be within five (5) feet from the curb line and items will not be behind fences so that such items will be accessible to the CONTRACTOR.

- 7.04 Route - CONTRACTOR shall establish routes and maintain until proper notification is given of changes or unless in the event of an emergency or obstruction due to construction.

- 7.05 Complaints - Any and all complaints received by the OWNER or its agents will be forwarded to the CONTRACTOR's representative for handling. If possible, those complaints should be handled on the date of the report or no longer than within twenty-four (24) hours from the business day following the time of complaint. Those complaints directed to the CONTRACTOR shall be handled in the same manner. The CONTRACTOR shall provide a local number for complaints and a dispatcher to receive and forward to appropriate personnel for handling.

- 7.06 Liquidated Damages - The OWNER reserves the right to self perform any work associated with this Contract that is not performed by the CONTRACTOR within 24 hours of the business day following the date in which it receives notice of such failure. This includes, but is not limited to the following: repair or replacement of carts not repaired by CONTRACTOR, pick-up of garbage missed by CONTRACTOR, pick-up of rubbish missed by CONTRACTOR, or any other service required by the OWNER to complete the duties of the CONTRACTOR under this Contract. The OWNER shall itemize each charge by the labor and equipment required to complete each task. These charges shall include all overhead and fringe benefits for labor activities and all maintenance, operation costs, parts and tipping fees associated with equipment use. These charges, if any, shall be calculated by the OWNER monthly and deducted from the CONTRACTOR'S monthly invoice, with a detailed explanation of the reasons for such assessment. The OWNER shall have the sole responsibility to determine whether Liquidated Damages are to be charged to the CONTRACTOR, but only if CONTRACTOR fails to perform under the timeline required herein.

SECTION 8: INDEMNITY CLAUSE

The CONTRACTOR shall indemnify, save harmless, and exempt the OWNER, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage, costs, expenses and attorney's fees caused by any willful or negligent act or omission of the CONTRACTOR, its officers, servants and employees in the performance of this Contract; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims,

demands, costs, expenses and attorney's fees arising out a willful or negligent act or omission of the OWNER, its officers, agents, servants and employees.

SECTION 9: CONTRACTOR'S EQUIPMENT

- 9.01 CONTRACTOR guarantees each of its collection vehicles to be maintained in a physically sound, clean, painted manner at all times. Containers furnished to commercial or residential customers are to be maintained in the same manner. Sufficient spare vehicles and containers will be available at all times to insure efficient, prompt and orderly collection of waste provided in this Contract to the OWNER. Vehicles shall be of sound construction and operated to minimize the risk of loss of liquids or solid waste to minimize health and safety hazards.
- 9.02 Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the company name, telephone number, and the number of the vehicle printed in letters not less than five (5) inches high on each side of the vehicle; and all vehicles shall be numbered and a record kept of the vehicles to which each number is assigned. No advertising shall be permitted on vehicles unless said advertisement is of a public service nature and receives prior approval from the OWNER.
- 9.03 Each vehicle shall be equipped with a solid cover for residential collection. Covers of other types of vehicles may be net with mesh not greater than one and one-half (1 ½) inches or a tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal point, during loading operation or when parked if contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from CONTRACTOR's vehicles for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose. Additionally, such vehicles shall be equipped and operated according to State Law. Notwithstanding the foregoing provisions, CONTRACTOR shall make sure that all garbage, litter or debris transported by CONTRACTOR to Central Landfill in the Millard Community of Pearl River County, Mississippi shall be hauled in vehicles properly covered by tarp or other similar cover.

Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant at least once a week. Also, they shall be washed on the outside and painted or repaired as often as necessary to keep them in neat, clean and sanitary condition.

CONTRACTOR's vehicles are not to interfere with vehicular or pedestrian traffic, and vehicles are not to be left standing on a street unattended except as made necessary by loading operations.

- 9.04 The OWNER reserves the right to inspect the CONTRACTOR's equipment at any time it desires during normal business hours of the CONTRACTOR. The OWNER will notify the CONTRACTOR of any equipment that it determines is in unsatisfactory condition.

The CONTRACTOR is required to make sure that the employees working under this contract shall be neat in appearance and be required to wear a clean uniform bearing the

company's name and employee's name. This requirement will only be required for employees who have completed the normal hiring and training probation period by the CONTRACTOR.

SECTION 10: OFFICE

The CONTRACTOR shall provide for an office area which shall be open for business each working day from 8:00 a.m. to 5:00 p.m. Such office shall not be required to be located within the City.

10.01 Telephone Equipment - The CONTRACTOR shall provide adequate telephone service for communication by the public. A minimum of two telephone lines will be located in the general office by the CONTRACTOR. The telephone located in the office shall be manned during all normal working hours and listed in the local directory. All telephone lines will be local or toll free listings.

SECTION 11: CUSTOMER COUNT

A joint count of units for collection shall be done by a representative of the OWNER and CONTRACTOR prior to beginning the service and on or before each anniversary date thereafter, unless an annexation occurs in accordance with Section 18.D. hereof. The payment to CONTRACTOR for the first year of the Contract shall be based upon the joint count occurring prior to the start of service under this Contract. On or before each anniversary date of this Contract, the parties shall conduct another joint count of units in the City, the sum of which shall be used for the purposes of payment hereunder for the next year of this Contract. However, in the event an annexation occurs in accordance with Section 18.D. hereof, the parties shall immediately conduct a new joint count of units, which shall be used for payment purposes going forward, until the next joint count is scheduled to occur.

SECTION 12: INSURANCE

The CONTRACTOR shall at all times during the Contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability coverage for indemnity provided in Section 8.00. All insurance shall be by an insurer or insurers qualified to do business in the State of Mississippi and shall be in limits hereinafter set out and, where appropriate, will contain a waiver of subrogation in favor of the OWNER. Upon execution of this Contract, and at all times while it remains in force, the CONTRACTOR shall furnish the OWNER with certificate evidencing to the OWNER that such insurance is in force.

12.01 The CONTRACTOR shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
except automobile	\$500,000 aggregate
Property Damage Liability	\$500,000 each occurrence
except automobile	\$500,000 aggregate

Automobile Bodily Injury	\$500,000 each person
Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$500,000 each occurrence

- 12.02 In all policies, except workers compensation, the OWNER shall be named as an additional insured at no cost to the OWNER, to the extent of liability of the CONTRACTOR under this Contract.
- 12.03 Should the CONTRACTOR fail to provide or maintain any of the above listed insurance items in the amount shown, the OWNER, at the OWNER's sole discretion, may secure the same and claim such amount against any sum due to the CONTRACTOR under this Contract.
- 12.04 Workers Compensation Insurance - CONTRACTOR will provide and maintain during the life of this Contract workmen's compensation insurance in accordance with the laws of the State of Mississippi and a certificate thereof shall be filed with the City Clerk, City of Picayune by the insurance carrier showing such insurance to be in full force at all times.

SECTION 13: FORCE MAJEURE

From and after the Effective Date, CONTRACTOR's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a natural disaster as defined or declared by appropriate State or Federal agencies or a cause or causes beyond the reasonable control of CONTRACTOR. The performance of this Contract will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations within the southeast region of Louisiana and the southwest region of Mississippi. In the event of a natural disaster occurring, the collection of additional volumes of yard waste/debris generated by such natural disaster is not included in the rates set forth in this Contract. In the event the OWNER is impacted by such natural disaster, the CONTRACTOR shall be entitled to additional compensation for the collection and disposal of such waste if not removed by a separate person or entity pursuant to a separate contract. CONTRACTOR is expected to resume normal collection as soon as possible following the occurrence of a natural disaster.

SECTION 14: COMPLIANCE WITH THE LAW

The CONTRACTOR shall conduct operations under this Contract in compliance with all applicable laws; provided, however, the terms and conditions of this Contract shall govern the CONTRACTOR where there exist any conflicting ordinances of the OWNER on the subject.

Any waiver of any breach of covenants herein contained to be kept and performed by the CONTRACTOR shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the OWNER from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

SECTION 15: DISCONTINUED SERVICE AND OTHER BREACH OF THE CONTRACT

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- A. If the CONTRACTOR fails to provide the refuse services required by this agreement for a period in excess of five (5) consecutive, scheduled working days, the OWNER may take any of the following actions:
1. Deduct any and all operating expenses incurred by the OWNER from any money then due or to become due the CONTRACTOR and collect the amount due, either from the CONTRACTOR or surety.
 2. If CONTRACTOR is unable, for any cause, to resume performance at the end of 30 days, all liability of the OWNER to the CONTRACTOR, excluding liability for payments owed to CONTRACTOR for services rendered, under this agreement shall cease and the OWNER shall be free to negotiate with other contractors for the operation of said refuse service and/or take the actions provided below for bankruptcy, default, breach of agreement.
- B. In the event the CONTRACTOR shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this Contract shall immediately terminate and in no event shall this Contract be, or be treated as, an asset of CONTRACTOR after adjudication of bankruptcy. If CONTRACTOR shall be proven insolvent, or fail in business, this Contract may be terminated at the option of the OWNER.

SECTION 16: TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, except in the event of non-payment, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. Neither party shall be liable to the other party for any special, consequential, incidental or punitive damages, each of which is expressly waived.

SECTION 17: ASSIGNABILITY OF CONTRACT

No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR, without the express prior written consent of the OWNER, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the CONTRACTOR may assign this Contract to any direct or indirect affiliate or subsidiary of the CONTRACTOR without the OWNER's consent.

SECTION 18: ANNEXED AREAS OR NEW DEVELOPMENT

- A. The CONTRACTOR shall within thirty (30) days of notification by the OWNER provide refuse service of the same frequency and quality as provided to other areas of the OWNER to newly annexed areas.
- B. As new homes are constructed and occupied within the corporate limits, the CONTRACTOR shall after proper notification by the OWNER provide refuse service as required by the Contract on the next scheduled day of collection following notification.
- C. The CONTRACTOR shall be responsible for notifying the OWNER of all collection locations being serviced, which do not appear on the billing register. Such notification shall be required for the CONTRACTOR to receive payment for the collection services rendered to that location. Failure of the CONTRACTOR to notify the OWNER shall remove any obligation on the part of the OWNER to pay the CONTRACTOR any monies for services rendered at those locations for which proper notification has not been made.
- D. The method of payment shall be based on a house count by an employee of the OWNER and a representative of the CONTRACTOR. All houses not vacant shall be counted and all businesses using curbside pickup under this Contract shall be counted. The count shall be increased whenever an annexation requires it and shall be redone at annual intervals.

SECTION 19: SAVINGS PROVISION

In the event that any term or provision of this Contract shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Contract shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

Section 20: Governing Law

This Contract shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Mississippi, without giving effect to the conflict of laws rules thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Mississippi and the Federal courts of the United States located in the State of Mississippi, solely in respect of the interpretation and enforcement of the provisions of this Contract, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract may be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Mississippi State or Federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of any such dispute and agree that mailing of process or other papers in connection with any such action or proceeding to the addresses of the parties listed below, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in three (3) counterparts, each of which shall be deemed an original on the date first above written.

THE CITY OF PICAYUNE (OWNER):

BY: _____

Name: Ed Pinero

Title: Mayor

ATTEST:

BY: _____

Amber Hinton, City Clerk

PROGRESSIVE WASTE SOLUTIONS OF LA, INC. (CONTRACTOR):

BY: _____

Name: John Gustafson

Title: Vice President

WITNESS: _____

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REJECT ALL BIDS FOR THE 2013 CAST IRON REPLACEMENT PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Valente to reject all bids for the 2013 Cast Iron Replacement Project.

The following roll call was made:

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

VOTING NAY: Council Member Gouguet

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO RE-ADVERTISE BIDS FOR THE 2013 CAST IRON REPLACEMENT PROJECT

Motion was made by Council Member Breland, seconded by Council Member Stevens to re-advertise bids for the 2013 Cast Iron Replacement Project.

City Attorney Nathan Farmer advised Mayor and Council to reject all bids submitted on the system wide Cast Iron Gas Main Replacement Project due to the fact the City would desire to materially change the scope of work for the City wide gas project by enlarging the scope of work for the subject gas project to add an additional project. The reasons for this recommendation is the competitive nature of the submitted bids for the smaller gas project and the necessity to expand the gas project to add an additional project.

The following roll call was made:

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

VOTING NAY: Council Member Gouguet

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE FISKARS 2014 PROJECT ORANGE THUMB GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the request to apply for the Fiskars 2014 Project Orange Thumb Grant.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE TRANSPORTATION ALTERNATIVE PROGRAM (TAP) GRANT

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve the request to apply for the Transportation Alternative Program (TAP) Grant through Mississippi Department of Transportation to include the following projects; South Side Elementary Sidewalk Project, Roseland Park Sidewalk Project and improvements to the former Crosby Hospital site and authorize Mayor's signature on all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT LOWEST AND BEST BID ON THE NEW PALESTINE CEMETERY EXPANSION PROJECT

Motion was made by Council Member Breland, seconded by Council Member Stevens, to accept the lowest and best bid from Huey Stockstill, Inc. for the New Palestine Cemetery Expansion Project.



City of Preature
 New Palestine Cemetery Expansion
 Pearl River County, MS
 December 12, 2013 - 1:30 PM
 Certified Bid Tabulation



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Item	Description	Unit	Plant	Material	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Heavy Stockpile, Inc.													
S-203-A	Modification	LS	1		\$ 4,100.00								
S-203-A	Unexcavated Excavation (E.M.)	CV	20		480.00		2,998.00		4,800.00		1,200.00		1,200.00
S-203-A	Shoring Excavation - 6' Depth (2x4)	CV	428		4,980.00		98.00		500.00		20.00		400.00
S-203-A	Shoring Material Class 9, Stone & L.V.M.	CV	73		1,120.00		7.47		2,716.28		7.80		3,400.00
S-203-A	Quarry Stone, Size 610	TONS	828		25,800.00		48.80		522.80		18.80		1,400.00
S-203-A	11" x 11" ACI RCPC Class III	LF	98		4,608.00		46.95		41,224.40		88.00		48,852.00
Basin Bid Total:													
					\$ 50,282.00		\$ 52,028.38		\$ 62,593.00		\$ 64,828.80		\$ 64,828.80
Bid Form - Additive Alternative "A"													
Item	Description	Unit	Plant	Material	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
W/F	4" Wrought Iron Fencing	LF	810		21,060.00		25.94		20,595.40		25.2		23,344.20
M/S	1/2" Wrought Iron Gates	EA	4		\$ 4,400.00		2,870.75		10,707.00		2,650		13,409.00
7/8	1" x 1/2" Rebar	LF	2		1,700.00		592.78		1,106.58		1,100		1,822.00
M/B	Manual Bench	EA	2		1,300.00		519.17		1,098.34		1,210.00		1,460.00
Alternative "A" Bid Total:													
					\$ 33,460.00		\$ 33,779.30		\$ 33,592.00		\$ 33,592.00		\$ 40,035.20
Bid Form - Additive Alternative "B"													
Item	Description	Unit	Plant	Material	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
S-203-B	Concrete Driveway - 6" Thick	SY	324		14,692.00		30.64		13,308.58		25,050.00		24,798.50
S-203-B	Alternative "B" Bid Total				\$ 14,692.00		\$ 13,308.58		\$ 25,050.00		\$ 23,090.00		\$ 24,798.50
Total Bid:					\$ 98,408.00		\$ 98,751.24		\$ 123,125.00		\$ 129,663.50		\$ 129,663.50

CERTIFIED CORRECT BY:

 Vernon Moore, P.E.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AWARD LOWEST AND BEST BID ON THE TRANSPORTATION ENCHANCEMENT PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Breland to award the lowest and best bidder, Webster Electric Company, Inc., on the Transportation Enhancement Project.



City of Picaune
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LPA/06442-701000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



ITEM NO.	ITEM	UNIT	QTY	Engineer's Estimate		Webster Electric Company, Inc.		Hamster R. Lee Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STP-0400-00(028) LPA/06442-701000									
202-B005	REMOVAL OF ASPHALT PAVEMENT ALL DEPTHS	SY	20	\$ 15.00	\$ 300.00	\$ 25.00	\$ 500.00	\$ 12.95	\$ 259.00
202-B024	REMOVAL OF CONCRETE MEDIAN AND ISLAND ALL DEPTHS	SY	12	\$ 20.00	\$ 240.00	\$ 110.00	\$ 1,320.00	\$ 12.95	\$ 155.40
202-B035	REMOVAL OF CONCRETE SIDEWALKS	SY	24	\$ 20.00	\$ 480.00	\$ 40.00	\$ 960.00	\$ 12.95	\$ 310.80
202-B039	REMOVAL OF EXISTING LIGHT & FOUNDATION	EA	6	\$ 500.00	\$ 3,000.00	\$ 600.00	\$ 3,600.00	\$ 259.00	\$ 1,554.00
505-C007	SAW CUT FULL DEPTH	LF	380	\$ 15.00	\$ 5,400.00	\$ 13.00	\$ 4,940.00	\$ 5.18	\$ 1,964.80
605-A001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	22	\$ 40.00	\$ 880.00	\$ 190.00	\$ 4,180.00	\$ 51.80	\$ 1,139.60
615-A004	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 12" THICK	SY	12	\$ 100.00	\$ 1,200.00	\$ 170.00	\$ 2,040.00	\$ 77.70	\$ 932.40
615-A001	MAINTENANCE OF TRAFFIC	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,580.00	\$ 10,360.00
615-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
605-A003	MOBILIZATION	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 22,662.50	\$ 22,662.50
907-258-E001	TRASH RECEIPTABLE	EA	1	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 704.48	\$ 704.48
907-258-002	SIGN, STREET	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 680.45	\$ 680.45
907-258-J001	METAL BENCH	EA	1	\$ 650.00	\$ 650.00	\$ 600.00	\$ 600.00	\$ 689.52	\$ 689.52
907-9010	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AVG	LF	300	\$ 16.00	\$ 4,800.00	\$ 10.40	\$ 3,120.00	\$ 14.25	\$ 4,275.00
907-9011	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AVG	LF	420	\$ 18.00	\$ 7,560.00	\$ 10.90	\$ 4,578.00	\$ 14.25	\$ 5,985.00
907-9012	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AVG	LF	1000	\$ 18.00	\$ 18,000.00	\$ 12.70	\$ 12,700.00	\$ 16.84	\$ 16,840.00

Certification this a true and correct tabulation of bids for the City of Picaune, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.

 Vernon Moore, P.E.

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City of Piquette
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LPA/106442-101000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



ITEM NO.	ITEM	UNIT	QTY.	Engineer's Estimate		Webster Electric Company, Inc.		Hansley R. Lee Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STP-0400-00(028) LPA/106442-101000									
682-8036	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8, 3 CONDUCTOR	LF	1800	\$ 16.00	\$ 28,800.00	\$ 11.00	\$ 17,800.00	\$ 14.25	\$ 22,800.00
682-8037	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8, 4 CONDUCTOR	LF	220	\$ 17.00	\$ 3,740.00	\$ 11.50	\$ 2,530.00	\$ 15.54	\$ 3,418.80
682-8048	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 3, 4 CONDUCTOR	LF	300	\$ 21.00	\$ 6,300.00	\$ 14.50	\$ 4,350.00	\$ 18.13	\$ 5,439.00
682-5001	UNDERGROUND JUNCTION BOX	EA	18	\$ 490.00	\$ 7,200.00	\$ 700.00	\$ 12,600.00	\$ 971.26	\$ 17,482.50
682-5002	STRUCTURE MOUNTED JUNCTION BOX	EA	2	\$ 750.00	\$ 1,500.00	\$ 300.00	\$ 600.00	\$ 971.26	\$ 1,942.50
907-682-F102	SECONDARY POWER CONTROLLER, AS PER PLANS	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 7,400.00	\$ 14,800.00	\$ 10,380.00	\$ 20,720.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	12	\$ 2,500.00	\$ 30,000.00	\$ 3,270.00	\$ 39,240.00	\$ 4,862.00	\$ 55,944.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	6	\$ 3,500.00	\$ 21,000.00	\$ 7,250.00	\$ 43,500.00	\$ 9,712.50	\$ 58,275.00
ALTERNATE GROUP AA NUMBER 1									
907-403-A011	HOT MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00	\$ 228.53	\$ 1,133.15
ALTERNATE GROUP AA NUMBER 2									
907-403-M003	WARM MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 200.00	\$ 1,000.00	\$ 400.00	\$ 2,000.00	\$ 228.63	\$ 1,133.15
				TOTAL WITH ALTERNATE GROUP AA NUMBER 1:					
				\$ 159,671.00	\$ 159,671.00	\$ 198,108.00	\$ 198,108.00	\$ 255,537.50	\$ 255,537.50
				TOTAL WITH ALTERNATE GROUP AA NUMBER 2:					
				\$ 159,671.00	\$ 159,671.00	\$ 198,108.00	\$ 198,108.00	\$ 255,537.50	\$ 255,537.50

Vernon Moore
 Vernon Moore, P.E.

Certification this a true and correct tabulation of bids for the City of Piquette, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.

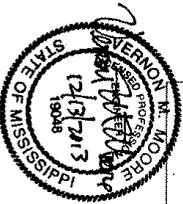


City of Piceyune
 Downtown Historic Improvements
 Federal Aid Project No. ST-7-4400-00(028) LP-PA/106442-701000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



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ITEM NO.	ITEM	UNIT	QTY.	Engineer's Estimate		Webster Electric Company, Inc.		Henley R. Lee Contracting, Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE GROUP AA NUMBER 3									
202-9035	REMOVAL OF CONCRETE SIDEWALKS	SY	8	\$ 20.00	\$ 160.00	\$ 40.00	\$ 320.00	\$ 12.95	\$ 103.60
503-5007	SAW CUT FULL DEPTH	LF	80	\$ 15.00	\$ 1,200.00	\$ 13.00	\$ 1,040.00	\$ 5.18	\$ 414.40
609-4001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	8	\$ 40.00	\$ 320.00	\$ 180.00	\$ 1,452.00	\$ 51.80	\$ 414.40
692-8010	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 10, 3 CONDUCTOR	LF	140	\$ 18.00	\$ 2,520.00	\$ 10.40	\$ 1,456.00	\$ 14.25	\$ 1,995.00
692-8038	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8, 3 CONDUCTOR	LF	400	\$ 17.00	\$ 6,800.00	\$ 11.00	\$ 4,400.00	\$ 14.25	\$ 5,700.00
692-8001	UNDERGROUND JUNCTION BOX	EA	4	\$ 400.00	\$ 1,600.00	\$ 700.00	\$ 2,800.00	\$ 971.25	\$ 3,885.00
907-683-PR001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 3,270.00	\$ 13,080.00	\$ 4,662.00	\$ 18,648.00
ALTERNATE GROUP AA NUMBER 3 TOTAL:									
				\$	22,320.00	\$	24,616.00	\$	31,160.40
TOTAL WITH ALTERNATE GROUP AA NUMBER 1 AND GROUP AA NUMBER 3:				\$	161,990.00	\$	222,724.00	\$	286,698.30
TOTAL WITH ALTERNATE GROUP AA NUMBER 2 AND GROUP AA NUMBER 3:				\$	191,990.00	\$	222,724.00	\$	286,698.30



Certification this a true and correct tabulation of bids for the City of Piceyune, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.
 Vernon Moore, P. E.



City of Picayune
 Downtown Historic Improvements
 Federal Aid Project No. STP-040-00(028) L-P4/708442-707000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



ITEM NO.	ITEM	UNIT	QTY.	Simmons Erosion Control, Inc.		Twin L Construction, Inc.		Mississippi Power Company ¹	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
57P-040-00(028) L-P4/708442-707000									
202-8005	REMOVAL OF ASPHALT PAVEMENT ALL DEPTHS	SY	20	\$ 25.00	\$ 500.00	\$ 20.00	\$ 400.00	\$ 300.00	\$ 6,000.00
202-8024	REMOVAL OF CONCRETE MEDIAN AND ISLAND ALL DEPTHS	SY	12	\$ 25.00	\$ 300.00	\$ 25.00	\$ 300.00	\$ 300.00	\$ 3,600.00
202-8035	REMOVAL OF CONCRETE SIDEWALKS	SY	24	\$ 25.00	\$ 600.00	\$ 25.00	\$ 600.00	\$ 300.00	\$ 7,200.00
202-8099	REMOVAL OF EXISTING LIGHT & FOUNDATION	EA	6	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 1,125.00	\$ 6,750.00
503-2007	SAW CUT FULL DEPTH	LF	380	\$ 15.00	\$ 5,400.00	\$ 20.00	\$ 7,200.00	\$ 15.28	\$ 5,490.00
608-4001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	22	\$ 75.00	\$ 1,650.00	\$ 90.00	\$ 1,980.00	\$ 688.00	\$ 15,070.00
616-4004	CONCRETE MEDIAN AND/OR ISLAND PAVEMENT 12" THICK	SY	12	\$ 125.00	\$ 1,500.00	\$ 208.00	\$ 2,496.00	\$ 705.00	\$ 8,460.00
619-4001	MAINTENANCE OF TRAFFIC	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 18,300.00	\$ 18,300.00	\$ 10,700.00	\$ 10,700.00
618-8001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
620-4001	MOBILIZATION	LS	1	\$ 34,000.00	\$ 34,000.00	\$ 25,000.00	\$ 25,000.00	\$ 3,500.00	\$ 3,500.00
907-258-E001	TRASH RECEPTACLE	EA	1	\$ 700.00	\$ 700.00	\$ 611.00	\$ 611.00	\$ 1,000.00	\$ 1,000.00
907-258-J002	SIGN STREET	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,250.00	\$ 1,250.00	\$ 2,200.00	\$ 2,200.00
907-258-J001	METAL BENCH	EA	1	\$ 690.00	\$ 690.00	\$ 730.00	\$ 730.00	\$ 1,000.00	\$ 1,000.00
882-8010	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AVG	LF	300	\$ 20.00	\$ 6,000.00	\$ 13.92	\$ 4,176.00	\$ 18.50	\$ 5,550.00
882-8011	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AVG	LF	420	\$ 20.00	\$ 8,400.00	\$ 14.00	\$ 5,880.00	\$ 19.00	\$ 7,980.00
882-8012	UNDERGROUND BRANCH CIRCUIT JACKED OR BORED AVG	LF	1000	\$ 20.00	\$ 20,000.00	\$ 16.50	\$ 16,500.00	\$ 19.50	\$ 19,500.00

Certification this a true and correct tabulation of bids for the City of Picayune, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.

Vernon Moore
 Vernon Moore, P.E.



City of Picayune
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LPA105442-701000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



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ITEM NO.	ITEM	UNIT	QTY	Simmons Erection Control, Inc.		Twin L Construction, Inc.		Mississippi Power Company*	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
STP-0400-00(028) LPA105442-701000									
892-B006	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED AWG 8, 3/4 CONDUCTOR	LF	1600	\$ 25.00	\$ 40,000.00	\$ 14.00	\$ 22,400.00	\$ 18.50	\$ 29,600.00
892-B037	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED AWG 8, 4 CONDUCTOR	LF	220	\$ 25.00	\$ 5,500.00	\$ 15.50	\$ 3,410.00	\$ 20.50	\$ 4,510.00
892-B048	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED AWG 3, 4 CONDUCTOR	LF	300	\$ 25.00	\$ 7,500.00	\$ 19.00	\$ 5,700.00	\$ 22.50	\$ 6,750.00
892-E001	UNDERGROUND JUNCTION BOX	EA	18	\$ 1,000.00	\$ 18,000.00	\$ 960.00	\$ 17,280.00	\$ 530.00	\$ 9,540.00
892-E002	STRUCTURE MOUNTED JUNCTION BOX	EA	2	\$ 500.00	\$ 1,000.00	\$ 949.00	\$ 1,898.00	\$ 3,900.00	\$ 7,800.00
907-882-F002	SECONDARY POWER CONTROLLER, AS PER PLANS	EA	2	\$ 9,500.00	\$ 19,000.00	\$ 10,120.00	\$ 20,240.00	\$ 2,300.00	\$ 4,600.00
907-883-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	12	\$ 3,390.00	\$ 39,620.00	\$ 4,554.00	\$ 54,648.00	\$ 2,300.00	\$ 27,600.00
907-883-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	6	\$ 7,500.00	\$ 45,000.00	\$ 9,488.00	\$ 56,928.00	\$ 6,000.00	\$ 36,000.00
ALTERNATE GROUP AA NUMBER 1									
907-403-A011	HOT MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00
ALTERNATE GROUP AA NUMBER 2									
907-403-M003	WARM MIX ASPHALT, ST. 12.5MM MIXTURE	TON	5	\$ 600.00	\$ 3,000.00	\$ 500.00	\$ 2,500.00	\$ 600.00	\$ 3,000.00
				TOTAL WITH ALTERNATE GROUP AA NUMBER 1:				TOTAL WITH ALTERNATE GROUP AA NUMBER 2:	
				\$	\$ 270,290.00	\$	\$ 272,937.00	\$	\$ 282,810.00

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Vernon Moore
 Vernon Moore, P.E.



City of Picayune
 Downtown Historic Improvements
 Federal Aid Project No. STP-0400-00(028) LP#1708442-707000
 Pearl River County, MS
 December 12, 2013 - 2:30 PM
 Certified Bid Tabulation



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ITEM NO.	ITEM	UNIT	QTY.	Simmons Erosion Control, Inc.		Twin L Construction, Inc.		Mississippi Power Company ¹	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
ALTERNATE GROUP AA NUMBER 3									
202-9035	REMOVAL OF CONCRETE SIDEWALKS	SY	8	\$ 25.00	\$ 200.00	\$ 25.00	\$ 200.00	\$ 300.00	\$ 2,400.00
503-0067	SAW CUT FILL DEPTH	LF	80	\$ 14.00	\$ 1,120.00	\$ 20.00	\$ 1,600.00	\$ 16.25	\$ 1,220.00
606-4001	CONCRETE SIDEWALK WITHOUT REINFORCEMENT	SY	8	\$ 78.00	\$ 624.00	\$ 90.00	\$ 720.00	\$ 685.00	\$ 5,480.00
682-8010	UNDERGROUND BRANCH CIRCUIT - JACKED OR BORED, AWG 10, 3 CONDUCTOR	LF	140	\$ 25.00	\$ 3,500.00	\$ 14.00	\$ 1,960.00	\$ 18.50	\$ 2,590.00
682-8936	UNDERGROUND BRANCH CIRCUIT - JACKED OR BORED, AWG 10, 3 CONDUCTOR	LF	400	\$ 25.00	\$ 10,000.00	\$ 14.00	\$ 5,600.00	\$ 18.50	\$ 7,400.00
682-8901	UNDERGROUND JUNCTION BOX	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 980.00	\$ 3,920.00	\$ 530.00	\$ 2,120.00
907-833-PP001	LIGHTING ASSEMBLY, LOW MAST, AS PER PLANS	EA	4	\$ 3,300.00	\$ 13,200.00	\$ 4,524.00	\$ 18,216.00	\$ 2,300.00	\$ 9,200.00
ALTERNATE GROUP AA NUMBER 3 TOTAL:									
				\$	\$ 32,820.00	\$	\$ 32,096.00	\$	\$ 30,410.00
TOTAL WITH ALTERNATE GROUP AA NUMBER 1 AND GROUP AA NUMBERS 3:									
				\$	\$ 302,890.00	\$	\$ 304,933.00	\$	\$ 283,020.00
TOTAL WITH ALTERNATE GROUP AA NUMBER 2 AND GROUP AA NUMBERS 3:									
				\$	\$ 302,890.00	\$	\$ 304,933.00	\$	\$ 283,020.00

¹ - Separated Shipped Proposal, Was Irregular and Rejected



Certification this a true and correct tabulation of bids for the City of Picayune, received by the Mayor and City Council on December 12, 2013 at 2:30 pm at which time said bids were opened and read aloud.
 Vernon Moore, P.E.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CAPT. CONSTANCE MYERS

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve out of state travel for Capt. Constance Myers to attend Internal Affairs Training at the Slidell, LA Police Academy February 10-13, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Fire Chief Keith Brown to attend "SE Association of Fire Chief" board meeting in Birmingham, AL January 8-11, 2014 with SEAFCA paying all costs.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Fire Chief Keith Brown to attend "International Association of Fire Chiefs" board meeting in Fairfax, VA January 22-24, 2014 with IAFC paying all costs.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT A DONATION CHECK FROM FRED'S SUPER DOLLAR

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept a donation check from Fred's Super Dollar in the amount of \$154.06 for the Fire Department to use for buying handouts for senior citizens and children.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND CALVIN D COOTER

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

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **January 7, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and the **Calvin D. Cooter** hereinafter referred to as the "Lessee",

WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. J-5** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **Yearly**, with the term to begin on **January 7, 2014** and continue thereafter yearly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Blvd, Picayune, Mississippi 39466, or by personal delivery

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

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

which might be otherwise used for arrears of rent or other default.

13. FORCE MAJEURE

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

14. INSURANCE

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

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

15. SURRENDER OF PREMISES

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

16. NOTICES

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

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

At to Lessee: Calvin D. Cooler
7314 English Park Way
Corrytown, TN 37721

WITNESS the signatures of the parties hereto, this the 7 day of January, 2014.

LESSOR: CITY OF PICAYUNE

BY: Ed Pinero
Ed Pinero, Mayor

ATTEST: McArthur
City Clerk

LESSEE: Calvin D. Cooler

WITNESS: Alv. Greenwood
Airport Director

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Stevens, seconded by Council Member Valente to recess until Tuesday, January 21, 2014 at 5:00 pm.

REGULAR MEETING JANUARY 7, 2014

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, January 21, 2014, 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 Manager Jim Luke and 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 Father Filken, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated January 7, 2014.

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 PRIVILEGE LICENSE REPORT

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the months of November and December 2013.

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	WE
Dep 366720	11/04/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001909	28113		MILLER FARMS	2013-2014 transient license	250.00	11/06/2013	
Dep 366858	11/04/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000304	28378		CONSIGNMENT FURNITURE LLC	2013-2014 PRIV LICENSE	22.20	11/06/2013	
Dep 387047	11/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		28895		MARLENE'S FLEA MARKET,	2013-2014	22.20	11/06/2013	
Dep 387049	11/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27805		ANNIE'S, KINDERGARTEN	2013-2014	22.20	11/06/2013	
Dep 387114	11/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001970	29472		HOLLYWOOD NAILS,	2013-2014 PRIV LICENSE	30.00	11/06/2013	
Dep 387308	11/06/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0010976	25651		CITY REXALL DRUGS, INC	2013-2014 priv license	40.00	11/13/2013	
Dep 387492	11/06/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001244	27463		WATTS, TONI L	2013-2014 priv license	22.20	11/13/2013	
Dep 388781	11/12/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0005178	05922		HOWELL, ALVIN J	2013-2014 PRIV LICENSE	22.20	11/13/2013	
Dep 388887	11/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		05562		STUDIO NAILS	2012-2013	24.20	11/13/2013	
Dep 388888	11/13/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		05562		STUDIO NAILS	2013-2014 priv license	22.20	11/13/2013	
Dep 389167	11/14/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001599	15209		ATLAS MACHINE & M G .UC	2013-2014 PRIV LICENSE	22.20	11/25/2013	
Dep 390061	11/18/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27954		ADVANCED LAPAROSCOPIC ASSOC	2013-2014 PRIV LICENSE	20.00	11/25/2013	
Dep 391001	11/21/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000581	03489		HAYNES, PAMELA	2013-2014 priv license	22.20	11/25/2013	
Dep 391484	11/25/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27322		STATEN 2, BRUCE	2013-2014 priv license	38.85	11/25/2013	
Dep 391485	11/25/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		12800		STATEN, BRUCE	2013-2014 priv license	22.20	11/25/2013	
Dep 391587	11/25/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		28952		WHEELS OF FORTUNE	2013-2014 priv license	22.20	12/02/2013	
Dep 391978	11/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000264	30138		J J'S THRIFT STORE	2013-2014 PRIV LICENSE	20.00	12/02/2013	
Dep 392832	12/05/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009404	14899		AMERICAN GLASS SERVICES LLC	2013-2014 priv license	30.00	12/12/2013	
Dep 393017	12/06/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		16137		STONEWALL'S BBQ	2013-2014 PRIV LICENSE	22.40	12/12/2013	
Dep 393563	12/09/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001302	28004		BAYOU II	2013-2014 priv license	20.00	12/12/2013	
Dep 393593	12/09/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0006616	24100		CONSOLIDATED AGGREGATES,	2013-2014 PRIV LICENSE	80.00	12/12/2013	
Dep 394377	12/10/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0004397	00107		BETTY K'S PLACE	2013-2014 PRIV LICENSE	33.60	12/12/2013	
Dep 394492	12/10/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		05973		HAIR GALLERY	2013-2014 PRIV LICENSE	22.00	12/12/2013	
Dep 394519	12/10/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		16211		GIAISE STUDIO	2013-2014 PRIV LICENSE	22.40	12/12/2013	
Dep 394593	12/11/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000181	29816		HENDRIX AUTO CENTER,	2013-2014 priv license	40.00	12/12/2013	
Dep 394597	12/11/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001071	29115		CRAZY CARLS	2013-2014 pi	22.40	12/12/2013	

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Def: 394599	12/11/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001071	29698		HAPPY HOLLY	2013-2014 pl	22.40	12/12/2013	
Def: 394632	12/11/2013	GENERAL FUND - Mail - Is OPERATING		Check	0006803	05371		VARNADO REALTY	2013-2014 pl	20.00	12/12/2013	
Def: 394712	12/11/2013	GENERAL FUND - Mail - Is OPERATING		Check	0018608	00087		FLOWERS BY GEORGIA	2013-2014 pl	22.40	12/12/2013	
Def: 394825	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001113	29695		GRAY, JAMES L	2013-2014 priv license	22.40	12/17/2013	
Def: 394630	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001301	29432		TREASURES & MORE INC	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 394915	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Cash		29142		SHO-NUFF BBQ & CATERING	2013-2014 Priv license	22.40	12/17/2013	
Def: 394965	12/12/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002126	01890		HUCK JR, JOHN B	2013-2014 priv license	22.40	12/17/2013	
Def: 395038	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009277	05202		DAVIS JR, WALTER F	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 395040	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002751	19834		HIGHLAND PEDIATRICS	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395041	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0003542	28093		BARK AVENUE,	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395042	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Check	0009905	04540		GANDY, W F	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395044	12/13/2013	GENERAL FUND - Mail - Is OPERATING		Cash		28668		THE YUNE IT	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395967	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0017293	30185		ECOATM, INC		16.70	12/17/2013	
Def: 395968	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0002133	28621		LARRY'S DRY CLEANING BY LOUIS OF MS INC		22.40	12/17/2013	
Def: 395971	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004330	12395		WHITFIELD, KENT	2013-2014 PRIV LICENSE	30.00	12/17/2013	
Def: 395974	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Cash		24042		PIT LANE OIL CHANGE, LLC,	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 395976	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0004309	14483		QUALITY TECHNICAL SERVICE	2013-2014 PRIV LICENSE	22.40	12/17/2013	
Def: 395978	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Cash		30158		WATER BLUE PROPERTIES LLC,	2013-2014 PRIV LICENSE	20.00	12/17/2013	
Def: 395981	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000002	30186		TEBO, TARA KELLAR PLLC		20.00	12/17/2013	
Def: 395985	12/17/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005592	30187		CROSSGATES PHYSICAL THERAPY, LLC	2013-2014 PRIV LICENSE	30.00	12/17/2013	
Def: 397016	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Cash		28217		FIREBIBES	2013-2014 PRIV LICENSE	250.00	12/26/2013	
Def: 397089	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0000501	04798		ELMWOOD MANOR APTS	2013-2014 priv license	20.00	12/26/2013	
Def: 397090	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0005423	17380		DEVEREUX & NGUYEN	2013-2014 priv license	36.96	12/26/2013	
Def: 397091	12/23/2013	GENERAL FUND - Mail - Is OPERATING		Check	0001058	29082		ORTHODONTICS R & T SHOPS, LLC,	2013-2014 priv license	50.00	12/26/2013	
Def: 397302	12/26/2013	GENERAL FUND - Mail - Is OPERATING		Cash		30197		J'S AUTO SALES,	2013-2014 PRIV LICENSE	20.00	1/03/2014	

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City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Dec 397303	12/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001063	29950		DAD'S CAMPER OUTLET,	2013-2014 PRIV LICENSE	30.00	1/03/2014	
Dec 397365	12/26/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		26663		S & M PIT STOP INC,	2013-2014 priv license	39.20	1/03/2014	
Dec 397672	12/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001904	19498		ANYTIME FITNESS	2013-2014 PRIV LICENSE	20.00	1/03/2014	
Dec 397673	12/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0051103	11845		DUNGAN ENGINEERING, P.A.	2013-2014 PRIV LICENSE	30.00	1/03/2014	
Dec 397738	12/27/2013	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27517		BARKER, SANDRA	2013-2014 PRIV LICENSE	20.00	1/03/2014	
										1,894.71		

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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 PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING JANUARY 21, 2014

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the months of November and December 2013.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS NOVEMBER 2013				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
11/26/13	PICAYUNE HOUSING AUTHORITY	# 7 FINGERPRINTS	11/30/13	APPROVED
11/26/13	DONNA HOSCH	RECORD'S CHECK	11/26/13	APPROVED
11/26/13	AUGUST DOANE	ACCIDENT REPORT # 2013-11-0360	11/26/13	APPROVED
11/26/13	ARRIE GODWIN	ACCIDENT REPORT # 2013-11-1616	11/26/13	APPROVED
11/26/13	BRANDON BAILEY	ACCIDENT REPORT # 2013-11-1530	11/26/13	APPROVED
11/26/13	PRS, INC.	ACCIDENT REPORT # 2013-11-1301	11/26/13	APPROVED
11/26/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0205	11/26/13	APPROVED
11/25/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON ALAN PAUL BLACHE	11/25/13	APPROVED
11/25/13	US DISTRICT COURT	RECORD'S CHECK X 2	11/25/13	APPROVED
11/25/13	MANDY SOMERHALDER	ACCIDENT REPORT # 2013-11-1465	11/25/13	APPROVED
11/22/13	CITY OF PICAYUNE	RECORD'S CHECK	11/22/13	APPROVED
11/25/13	JASMINE ALEXIS DUCRE	RECORD'S CHECK	11/25/13	APPROVED
11/22/13	JOAN AURES	ACCIDENT REPORT # 2013-11-1454	11/22/13	APPROVED
11/21/13	UNITED STATES DISTRICT COURT	RECORD'S CHECK	11/21/13	APPROVED
11/20/13	FARM BUREAU	ACCIDENT REPORT # 2013-11-0555	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0360	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0993	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0065	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0956	11/20/13	APPROVED
11/20/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0768	11/20/13	APPROVED
11/20/13	PRS, INC.	ACCIDENT REPORT # 2013-11-0956	11/20/13	APPROVED
11/20/13	DANIEL SUMRALL	ACCIDENT REPORT # 2013-11-1107	11/20/13	APPROVED
11/20/13	CONNIE HINMAN	ACCIDENT REPORT # 2013-10-2494	11/20/13	APPROVED
11/19/13	BARBARA CROAS	ACCIDENT REPORT# 2013-09-2009	11/19/13	APPROVED
11/19/13	LAWANDA LEE JACKSON FOR BETTY COLE	ACCIDENT REPORT # 2013-11-1077	11/19/13	APPROVED
11/19/13	NICHOLSON ARMS APARTMENTS	RECORD'S CHECK ON LASHONA LEWIS	11/19/13	APPROVED
11/19/13	NANCY ODOM	ACCIDENT REPORT # 2013-11-1072	11/19/13	APPROVED
11/18/13	VIC VILLANOVA	ACCIDENT REPORT # 2013-11-1140	11/18/13	APPROVED
11/15/13	FARM BUREAU	ACCIDENT REPORT # 2013-10-0054	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0351	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0698	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0504	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2320	11/15/13	APPROVED
11/15/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-04-2738	11/15/13	APPROVED
11/15/13	MORRIS BART. LTD	ACCIDENT REPORT # 2013-10-2124	11/15/13	APPROVED
11/15/13	OREY FRIERSON	ACCIDENT REPORT # 2013-11-0057	11/15/13	APPROVED
11/14/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0344	11/14/13	APPROVED
11/14/13	FARM BUREAU	ACCIDENT REPORT # 2013-11-0151	11/14/13	APPROVED
11/14/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT #2013-10-2005	11/14/13	APPROVED
11/14/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-10-2320	11/14/13	APPROVED

REGULAR MEETING JANUARY 21, 2014

11/14/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0300	11/14/13	APPROVED
11/14/13	ST TAMMANY PARISH DA	RECORD'S CHECK	11/14/13	APPROVED
11/13/13	MICHAEL KRIEG	ACCIDENT REPORT # 2013-11-0784	11/13/13	APPROVED
11/13/13	MALLORY WHITFIELD	INCIDENT REPORT # 2013-10-2494	11/13/13	APPROVED
11/13/13	RYAN JONES	INCIDENT REPORT # 2013-09-1629	11/13/13	APPROVED
11/12/13	PAUL THIBODEAUX	ACCIDENT REPORT # 2013-11-0557	11/12/13	APPROVED
11/18/13	RALPH PARKS	ACCIDENT REPORT # 2013-11-0956	11/18/13	APPROVED
11/12/13	KIMBERLEE PALMER	ACCIDENT REPORT # 2013-11-0803	11/12/13	APPROVED
11/12/13	JERRY MICHEAL BABB	RECORD'S CHECK	11/12/13	APPROVED
11/12/13	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 2	11/12/13	APPROVED
11/12/13	NANCEY DOANE	ACCIDENT REPORT # 2013-11-0360	11/12/13	APPROVED
11/12/13	CAVASIA JEANE TROTTER	RECORD'S CHECK	11/12/13	APPROVED
11/08/13	ADVANTAGE INSURANCE	ACCIDENT REPORT # 2013-10-2521	11/08/13	APPROVED
11/08/13	DONALD RUSH	ACCIDENT REPORT # 2013-11-0351	11/08/13	APPROVED
11/08/13	JOYCE CUEVAS	ACCIDENT REPORT # 2013-11-0360	11/08/13	APPROVED
11/12/13	F.B.I. NICS	INCIDENT REPORTS	11/12/13	APPROVED
11/07/13	USDC SOUTHERN DISTRICT	RECORD'S CHECK X 5	11/07/13	APPROVED
11/07/13	JOSHUA SPARKS	RECORD'S CHECK	11/07/13	APPROVED
11/07/13	USDC GULFPORT OFFICE	RECORD'S CHECK X 5	11/07/13	APPROVED
11/07/13	VALERIE PACE	ACCIDENT REPORT # 2013-10-0853	11/07/13	APPROVED
11/06/13	CARLA NORMAND	RECORD'S CHECK	11/06/13	APPROVED
11/06/13	SHAD NORMAN	RECORD'S CHECK	11/06/13	APPROVED
11/05/13	CIERRA WASHINGTON	RECORD'S CHECK	11/08/13	APPROVED
11/05/13	DESSIE GRAY	ACCIDENT REPORT # 2013-10-2335	11/05/13	APPROVED
11/05/13	SHELL GAS STATION	ACCIDENT REPORT # 2013-11-0150	11/05/13	APPROVED
	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-1692		APPROVED
	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-0621		APPROVED
	LEXIS NEXIS	ACCIDENT REPORT # 2013-09-0635		APPROVED
11/05/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-09-2014	11/05/13	APPROVED
11/05/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-09-2014	11/05/13	APPROVED
11/05/13	SAFWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-10-2343	11/08/13	APPROVED
11/04/13	KENNETH PERNELL	ACCIDENT REPORT # 2013-10-2335	11/04/13	APPROVED
11/04/13	SYLVIA EICHELBERGER	ACCIDENT REPORT # 2013-10-2005	11/04/13	APPROVED
11/01/13	CRYSTAL LAWRENCE	ACCIDENT REPORT # 2013-09-1862	11/01/13	APPROVED
11/01/13	WILLIE T ABSTON LLC	ACCIDENT REPORT # 2013-10-1293	11/01/13	APPROVED
11/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-06-2141	11/01/13	APPROVED
11/01/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-07-1214	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2036	11/01/13	APPROVED
11/01/13	MIKE DONNELLY/POPEYE'S	INCIDENT REPORT # 2013-10-2334	11/01/13	APPROVED
11/01/13	ROBERT & DEBORAH SENTILLES	#2 RECORD'S CHECKS	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2005	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	INCIDENT REPORT # 2013-10-1927	11/01/13	APPROVED
11/01/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-1906	11/01/13	APPROVED

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS DECEMBER 2013				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION

REGULAR MEETING JANUARY 21, 2014

12/31/13	PICAYUNE HOUSING AUTHORITY	# 12 FINGERPRINTS	12/31/13	APPROVED
12/30/13	RHONDA QUIGLEY	RECORD'S CHECK	12/30/13	APPROVED
12/30/12	USDC SOUTHERN DISTRICT	RECORD'S CHECK	12/30/13	APPROVED
12/27/13	JEANETTE ARTHUR	ACCIDENT REPORT # 2013-12-0012	12/27/13	APPROVED
12/27/13	CAITLYN LANDRUM	ACCIDENT REPORT # 2013-12-1590	12/27/13	APPROVED
12/23/13	GRETCHEN PROCELL	RECORD'S CHECK	12/23/13	APPROVED
12/23/13	SELMA BEVERLY	ACCIDENT REPORT # 2013-12-1285	12/23/13	APPROVED
12/16/13	MATTHEW C RAPHAEL	BACKGROUND CHECK	12/16/13	APPROVED
12/18/13	MARY JACKSON	ACCIDENT REPORT # 2013-11-1616	12/18/13	APPROVED
12/18/13	MAX, MELYNDA & JAMES MOSELEY	RECORD'S CHECK	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-10-2243	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0360	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1072	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1071	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1872	12/18/13	APPROVED
12/18/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0012	12/18/13	APPROVED
12/18/13	MICHAEL GIBSON	ACCIDENT REPORT # 2013-11-0057	12/18/13	APPROVED
12/17/13	KELVIN MAY	ACCIDENT REPORT # 2013-11-0205	12/17/13	APPROVED
12/17/13	MORRIS BART, LTD	ACCIDENT REPORT # 2013-12-0267	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0527	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0621	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	INCIDENT REPORT # 2013-09-0807	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0418	12/17/13	APPROVED
12/17/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-0267	12/17/13	APPROVED
12/17/13	SAFEWAY INSURANCE	ACCIDENT REPORT # 2013-12-0337	12/17/13	APPROVED
12/17/13	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2013-11-2214	12/17/13	APPROVED
12/17/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-0030	12/17/13	APPROVED
12/16/13	CENTRAL MS DEPT OF CORRECTIONS	INCIDENT REPORT # 2013-11-1864	12/16/13	APPROVED
12/13/13	LA PROBATIONS & PAROLE	POLICE REPORT	12/13/13	APPROVED
12/13/13	DEVIN MITCHELL	ACCIDENT REPORT # 2013-11-0300	12/13/13	APPROVED
12/13/13	THEODORE STONE	ACCIDENT REPORT # 2013-12-0606	12/13/13	APPROVED
12/13/13	JASON C LUCAS	ACCIDENT REPORT # 2013-12-0393	12/13/13	APPROVED
12/12/13	SESSIONAL MARKS	ACCIDENT REPORT # 2013-11-2214	12/12/13	APPROVED
12/12/13	JAMES KELLAR	ACCIDENT REPORT # 2013-12-0431	12/12/13	APPROVED
12/12/13	JOSE JAVIER TORRES	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	MICHEAL MORRISON	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0698	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0300	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0605	12/12/13	APPROVED
12/12/13	MDHS CHILD SUPPORT	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0360	12/12/13	APPROVED
12/12/13	USDC SOUTHERN DISTRICT	RECORD'S CHECK X 2	12/12/13	APPROVED
12/12/13	INVESTIGATIVE SERVICE GROUP	RECORD'S CHECK	12/12/13	APPROVED
12/12/13	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-1077	12/12/13	APPROVED
12/12/13	CRYSTAL GABALDON	ACCIDENT REPORT # 2013-13-0267	12/12/13	APPROVED
12/11/13	ROBERT ELLIS JR	ACCIDENT REPORT # 2013-12-0527	12/11/13	APPROVED
12/11/13	PETER CAMPBELL	ACCIDENT REPORT # 2013-11-1530	12/11/13	APPROVED
12/09/13	LA PROBATIONS & PAROLE	POLICE REPORT	12/09/13	APPROVED
12/09/13	TANYA TETU	ACCIDENT REPORT # 2013-12-0418	12/09/13	APPROVED

REGULAR MEETING JANUARY 21, 2014

12/09/13	MDOC	COPY OF POLICE RECORD	12/09/13	APPROVED
12/09/13	DOUG DILLARD	ACCIDENT REPORT # 2013-12-0267	12/09/13	APPROVED
12/06/13	FARM BUREAU	ACCIDENT REPORT # 2013-10-2020	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1069	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1687	12/06/13	APPROVED
12/06/13	GLORIA COLEMAN	ACCIDENT REPORT # 2013-12-0159	12/06/13	APPROVED
12/06/13	CARR INSURANCE	ACCIDENT REPORT # 2013-10-2005	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1620	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-09-1788	12/06/13	APPROVED
12/06/13	HELEN KELLER	ACCIDENT REPORT # 2013-10-2005	12/06/13	APPROVED
12/06/13	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-1530	12/06/13	APPROVED
12/05/13	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2013-11-2027	12/05/13	APPROVED
12/06/13	STEVEN MOFFETT	ACCIDENT REPORT # 2013-11-1560	12/06/13	APPROVED
12/06/13	MCHARD & ASSOCIATE, P.L.L.C.	ACCIDENT REPORT # 2012-04-0247	12/06/13	APPROVED
12/05/13	RUSSELL MICHAEL WALKER	OUT OF THE COUNTRY RECORD'S CHECK	12/05/13	APPROVED
12/05/13	JEFF MONTALBERO	RECORD'S CHECK	12/05/13	APPROVED
12/05/13	USDC SOUTHERN DISTRICT	RECORD'S CHECK	12/05/13	APPROVED
12/05/13	SUSAN MCKEE	RECORD'S CHECK	12/05/13	APPROVED
12/04/13	HOMER C SMITH	ACCIDENT REPORT # 2013-12-0012	12/04/13	APPROVED
12/04/13	PEARL RIVER COUNTY YOUTH COURT	RECORD'S CHECK	12/04/13	APPROVED
12/04/13	US DISTRICT COURT	RECORD'S CHECK	12/04/13	APPROVED
12/03/13	GAIL WOODS	ACCIDENT REPORT # 2013-11-1827	12/03/13	APPROVED
12/03/13	FREDERICK DENNY	ACCIDENT REPORT # 2013-08-0250	12/03/13	APPROVED
12/02/13	PICAYUNE HOUSING AUTHORITY	RECORD'S CHECK ON LILLIE WILLIAMS	12/02/13	APPROVED
12/02/13	THERESHA HURD	RECORD'S CHECK	12/02/13	APPROVED
12/02/13	GWENDOLYN SUE MILLER-CUZZORT	RECORD'S CHECK	12/02/13	APPROVED
12/02/13	NORMAN BRADLEY	ACCIDENT REPORT # 2013-11-0956	12/02/13	APPROVED

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.

AUTHORIZE MAYOR AND COUNCIL TO TRAVEL TO WASHINGTON, D.C.

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize Mayor and Council to travel to Washington, D.C. February 13-16, 2014.

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 PROPOSAL FROM BUTLER SNOW TO PROVIDE GOVERNMENTAL RELATIONS LEGAL COUNSEL SERVICE

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve proposal from Butler Snow to provide Governmental Relations Legal Counsel services and authorize Mayor to sign the same.

BUTLER | SNOW

January 2, 2014

VIA E-MAIL (preplanning@yahoo.com)

Mayor Ed Pinero
City of Picayune
815 N. Beech Street
Picayune, Mississippi 39466

Re: City of Picayune
Governmental Relations Legal Counsel

Dear Mayor Pinero:

On behalf of the firm, I want to thank the City of Picayune ("City") for considering Butler Snow, LLP to act as its counsel. We are honored to serve in this capacity.

Attached is our proposal to provide Governmental Relations counseling in Washington D.C. on behalf of the City. This agreement will be effective for a one-year period beginning February 1, 2014 through January 31, 2015.

We will bill you for our services rendered each month in the amount of \$1,500 plus expenses. Bills are payable upon receipt, but in no event later than the last day of each month in which the statement is rendered. If there are ever any questions or comments regarding our monthly statements, please call me, and I will be glad to discuss them.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal.

In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

In the event any dispute arising out of or relating to this agreement cannot be resolved amicably between the parties, the parties shall endeavor first to resolve any such disputes by

Post Office Box 6010
Ridgeland, MS 39158-6010

MICHAEL D. CAPLES
601.985.4412
michael.caples@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

Mayor Ed Pinero
January 2, 2014
Page 2

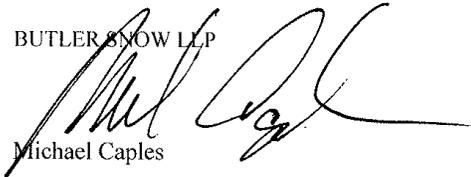
mediation under the Mediation Procedure of the CPR Institute for Dispute Resolution. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this contract or the breach, termination or validity thereof, which remains unresolved 45 days after appointment of a mediator, shall be finally resolved by arbitration by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

I believe this letter and accompanying proposal accurately reflects our understanding as to both the scope and the terms and conditions of our representation. If you are in agreement with these terms, please have the Board approve it at the next meeting, sign at the bottom of this letter and return it to us as soon as possible. If it does not, please advise me in writing as soon as possible.

On behalf of the firm, I want to thank the City of Picayune again for selecting us to serve as its legal counsel.

Sincerely,

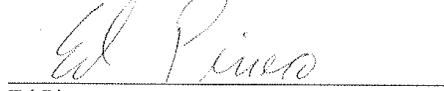
BUTLER SNOW LLP



Michael Caples

MDC:aac
Enclosure

I agree to the terms outlined above:



Ed Pinero, Mayor
City of Picayune

18881347

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'S SIGNATURE ON PROBATION SERVICES CONTRACT

Motion was made by Council Member Breland, seconded by Council Member Gouquet to authorize Mayor's signature on Professional Probation Services Contract.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this 21ST day of JANUARY, 2014, by and between the CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY, Picayune, Mississippi (hereinafter referred to as the "CITY") and PROFESSIONAL PROBATION SERVICES, INC., A GEORGIA CORPORATION (hereinafter referred to as "PPSI"), through the duly authorized representatives and/or agents for both the CITY and PPSI.

RECITALS

WHEREAS, the City recognizes its responsibilities to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City; and

WHEREAS, the Parties hereto deem it in their respective best interest and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Judge of the City of Picayune Municipal Court (hereinafter "COURT").

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the Parties hereto agree as follows, to-wit:

DESIGNATION BY THE COURT

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Court as described by Exhibit "A" attached hereto and incorporated herein.
- B. Operate under the conditions as agreed to by and between PPSI and the Court, as more fully set forth in the Specifications for Probation Services attached hereto, and incorporated herein by reference as Exhibit "B".
- C. Provide such services as specifically set forth in the Specifications for Probation Services, for referenced for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.
- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured, locked room.
- F. Provide timely and prompt reports as are, or may be required by the Court

- during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in during the period of the Contract, which include but are not limited to, statistical reports and caseload data to assure that PPSI is providing program services and maintaining records reflective of good business practice.
 - H. Make fiscal program records available within three (3) working days for review and maintain financial records reflective of good business practice.
 - I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
 - J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court.
 - K. Submit a monthly written report to the designee(s) of the Court and City on the amount of Court fines, costs and restitution Court ordered and

collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports for the previous month shall be provided to the Court and City by the fifth day of the following month.

- L. Tender all Court fines, cost and restitution ordered and collected during the previous month from the offender to the City by the fifth day of the following month.
- M. Comply with all laws regarding confidentiality of offender records.
- N. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- O. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the 1st day of February, 2014, and shall continue until 31st day of January, 2015, provided that the Contract may be renewed by the City for additional one (1) year terms on each anniversary date of this Contract under the same terms and conditions as provided herein, not to extend beyond June 30, 2017.

Notwithstanding anything herein to the contrary, this Contract may be terminated by the City at any time, with or without cause, upon sixty (60) days prior written notice of intent to terminate delivered to PPSI. PPSI may terminate this contract at any time,

with or without cause, upon ninety (90) days prior written notice of intent to terminate delivered to the Court and City.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The Fee Schedule referred to herein is attached hereto and incorporated herein as Exhibit "C".

DEFICIENCIES IN SERVICE

In the event the Court or City determines there are deficiencies in the service and work provided by PPSI, the Court or City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, each such question shall be submitted for resolution to the Attorney for the City or his/her appointee.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon three (3) working days prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the last two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$100,000 each accident - \$500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

PPSI shall provide proof upon request by either the City or the Court as to the existence of the insurance policies.

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any act or omission of PPSI, its employees, agents or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, appointees, employees, agents or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with the services performed by PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents or representatives.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Court, City, State or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City/Court: James I. Luke, City Manager
City of Picayune
203 Goodyear Blvd.
Picayune, MS 39466

As to PPSI: John C. Cox, President
Professional Probation Services, Inc.
1770 Indian Trail Road, Suite 350
Norcross, GA 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other Party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the Parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the Parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by all Parties hereto.

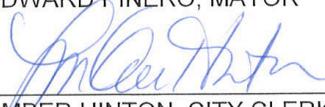
IN WITNESS WHEREOF, the Parties have hereunto set their hands and affixed their seals on this, the 21st day of JANUARY, A.D., 2014.

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**



EDWARD PINERO, MAYOR

ATTEST:



AMBER HINTON, CITY CLERK

PROFESSIONAL PROBATION SERVICES, INC.

JOHN C. COX, PRESIDENT (SEAL)



STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 21 day of January, 2014, within my jurisdiction, the within named ED PINERO and AMBER HINTON, who acknowledged that they are the Mayor and City Clerk of the CITY OF PICAYUNE, a Mississippi Municipal Corporation, respectively, and that in said representative capacity they executed the above and foregoing CONTRACT, after first having been duly authorized so to do.


Leslie Leann Smith
NOTARY PUBLIC

My Commission Expires:
November 7, 2017

STATE OF _____)
)
COUNTY OF _____)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of January, 2014, within my jurisdiction, the within named JOHN C. COX who acknowledged that he is the President of PROFESSIONAL PROBATION SERVICES, INC. A Georgia Corporation, and that in said representative capacity they executed the above and foregoing CONTRACT, after first having been duly authorized so to do by said Corporation.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"

UNIFORM STANDARDS OF PROBATION SUPERVISION

1. All PPSI probation officers will be at least 21 years of age at the time of appointment.
2. PPSI will employ at least one supervisor of private probation officers with a minimum of five (5) years experience in corrections, parole or probation services.
3. No person convicted of a felony will be employed as a private probation officer, use the title private probation officer or otherwise be responsible for the supervision of probationers.
4. PPSI will complete record checks on all staff in accordance with its standard operating procedures.
5. The City or Court shall have the express right to reject proposed employees of PPSI in Picayune, MS.
6. PPSI will supervise all probated cases sentenced by the Court unless Court specifically exempts any cases from such probation supervision. PPSI will also supervise indigent cases when determined by the Court. These cases will not be charged the standard probation fee, but will still be offered all PPSI services.
7. Probationers not complying with the terms set forth in the Court order will be returned to the Court, at which time the probation officer will testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.
8. Probationers who pay their entire fine and Court costs within 30 days of the sentencing date will not be charged a probation supervision fee by PPSI, although they would be responsible for a \$10 set up fee.
9. PPSI shall comply with all provisions of local, state and federal law.

EXHIBIT "B"

SERVICES PROVIDED BY PPSI

1. Attend regularly scheduled court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation by the Court.
2. Conduct an initial interview with each probationer at the time of his or her sentencing for the purposes of explaining the scope of the court order relative to fines, fees, and or restitution imposed as well as requirements and conditions for probation supervision.
3. Monitor offenders for compliance with terms and conditions of probation as required by the Court notifying the Court of any non-compliance.
4. If requested by the Court to do so, collect from probationers Court ordered fines, restitutions and other costs associated with the Court and disburse said monies as follows, to-wit:
 - A. Restitution shall be paid to PPSI, who will disburse monies directly to the victim, as directed by the Court.
 - B. All fines, surcharges and other fees shall be paid to PPSI who will disburse monies to the City as directed by the City.
5. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.
6. Coordinate community service work as required as a condition of probation by the Court. The City/Court will define the work mission for all community service. PPSI will coordinate only that community service work that is reasonably consistent with those duties performed by regular City employees.
7. Maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, field contacts as they occur and in the amounts and dates of monies collected.
8. Provide reports to the Court regarding compliance and payment information as requested.
9. PPSI shall supervise all persons assigned to probation by the Court with a ration of probationers to staff of no greater than 250 to 1.

REGULAR MEETING JANUARY 21, 2014

10. PPSI shall maintain professional liability insurance in an amount not less than one million (\$1,000,000.00) dollars as well as add the City as an additional insured and assure the City is named therein as an additional loss payee.
11. Each probationer placed on probation under the supervision of PPSI will be required to meet with their assigned probation officer at least every thirty (30) days. Probationers that do not comply with the probation guidelines and the Court's order may be required to meet with their probation officer more than once a month (referred to as "intensive" supervision).
12. Any modification of the original court sentence will be decided by the Court.
13. PPSI may recommend to the Court early probation release if a probationer has fulfilled all Court ordered requirements and paid all fines. Any remaining fees will not be assessed against the probationer if the Court grants early release.



EXHIBIT
C

Specifications for Services and Fee Schedule- Mississippi

Basic Probation Supervision	\$40.00 per month; \$10.00 one-time set up fee
Pay Only Supervision	First Month Free- \$35.00 Thereafter; \$10.00 one-time set up fee payable upon second month.
Intensive Probation Supervision	\$45.00 per month with field visits - \$10.00 one-time set up fee
City Ordinance Supervision	\$40.00 Per Month - \$10.00 one-time set up fee
Voice Verification Supervision	\$50.00 Per Month - \$10.00 one-time set up fee
Indigent Supervision	\$0.00 - As Ordered by the Court - NO SET UP FEE
Pre-Trial Supervision	<p>LEVEL ONE (\$40.00 per month) Defendants are required to <i>report to a PPS location once weekly</i>, submitting to a urinalysis, and breath test. Screens are included in the fee.</p> <p>LEVEL TWO (\$10.00 per day) Defendants are monitored electronically using the PPS anklet monitor which enforces <i>house arrest and curfew</i> on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the PPS monitoring station. Defendants also must <i>report weekly to a PPS office</i> location and submit to random urinalysis screenings (included in fee).</p> <p>LEVEL THREE (\$11.00 per day) Defendants are monitored <i>24/7 by global positioning satellite (GPS)</i> with transdermal alcohol testing. PPS requires a <i>face to face visit with each defendant</i> at our office location twice monthly and can administer drug screens.</p>
Now What? Course (Cognitive Restructuring)	\$25.00 per session
Electronic Monitoring	<p>Anklet Monitoring with Curfew Enforcement and Voice Verification (\$7.00 per day)</p> <p>Anklet Monitoring with Curfew Enforcement, Voice Verification, and Remote Breath Alcohol Testing (\$9.25 per day)</p> <p>Active GPS Monitoring with Exclusionary Zone and Transdermal Alcohol Testing (\$11.00 per day)</p>
5 Panel Drug Screen	\$15.00
Pre-Sentence Investigation	No Cost
Community Service Work Coordination	No Cost
Community Service Liability Insurance (Optional)	\$10.00 - regardless of hours ordered
Restitution Collection - Direct Disbursement to Victim	No Cost

REGULAR MEETING JANUARY 21, 2014

Court On-Line Access to the PPSI Offender Management Computer Program	No Cost for 24/7 Internet Access to all Offender Data and Activity
Transfer of Supervision	No Cost to any of our more than 40 nationwide locations
Domestic Violence Workshop	\$25.00 per session
Anger Control Workshop	\$25.00 per session
Youthful Offender Workshop	\$25.00 per session
Job Skills, Resume Course and Job Placement	No Cost
Under the Influence (for adults)	\$75.00
Alcohol-Wise JV (for juveniles)	\$75.00
Marijuana 101	\$75.00
STOPLifting.com	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$75.00

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 REQUEST TO APPLY FOR ALCOHOL COUNTERMEASURES GRANT FY15

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve request to apply for Alcohol Countermeasures Grant FY15 and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: Mayor Ed Pinero

ABSENT AND NOT VOTING: Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR OCCUPATION PROTECTION GRANT FY15

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to apply for Occupation Protection Grant FY15 and authorize Mayor to sign all related documents.

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 SPECIAL USE PERMIT TO ROSABELL'S SOUTHERN KITCHEN

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve Special Use Permit to RosaBell's Southern Kitchen located at 1824 Hwy 11 N under Ordinance No. 882 for Alcoholic Beverages less than 5% including beer and light wine.

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.

MOTION TO OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to open public hearing for property clean up.

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.

MOTION TO DECLARE WESTCHESTER DRIVE PARCEL 617203000002100 A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare Westchester Drive parcel 617203000002100 a public nuisance.

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.

MOTION TO CLOSE HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to close hearing on property clean up.

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 SURPLUS OF LOCKERS PREVIOUSLY DONATED TO PUBLIC WORKS BY PEARL RIVER CENTRAL HIGH SCHOOL

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to surplus student lockers previously donated to Public Works department by Pearl River Central High School.

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 EXTENSION OF TIME TO COMPLETE HOSPITAL DEMOLITION

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve to extend time in which to complete Hospital Demolition Contract by extending the date of completion from January 22 to March 5, 2014 and authorize City Manager to execute said modification to contract.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

AMENDMENT TO DEMOLITION CONTRACT

THIS AMENDMENT ("Agreement" or "Contract") is hereby entered into on this, the 31ST, day of JANUARY, A.D., 2014, by and between **THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY** ("City") and **BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY** ("Contractor") through the duly authorized representatives and/or agents for both the City and the Contractor.

RECITALS

1. The City is a Mississippi Municipality and is a political subdivision of the State of Mississippi which is located in Pearl River County, Mississippi.
2. The City is the owner of a tract of real property, together with the improvements located thereon known as the "Old Crosby Hospital" ("Property"), being more particularly described as follows, to-wit:

TRACT NO. 1: Entire Blocks 68 and 69 in Williams-Goodyear Addition to the Town, now City of Picayune, Mississippi, as per plat thereof now on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.

TRACT NO. 2: The certain strip of land formerly occupied by "L" Street, extending Northerly from Sixth Avenue for a distance of 300 feet to Goodyear Boulevard, between said Blocks 68 and 69 of said Williams-Goodyear Addition to the Town, now City of Picayune, Mississippi, according to plat thereof heretofore filed and now on file in the Office of the Chancery Clerk of Pearl River County, Mississippi, said portion of said "L" Street having been heretofore vacated and closed by ordinance adopted by the Mayor and Board of Alderman of the City of Picayune, Mississippi.

3. The City required the total demolition of the structure(s) with the complete removal of the structure(s) located on the Property.
4. The Contractor is in the demolition business, properly licensed, and has the capability to demolish, raze, remove, abate and clean up the demolished area in accordance with generally accepted demolition and abatement practices and

- procedures.
5. The City and the Contractor entered into a Demolition Contract upon the terms and conditions as set forth therein on the 31st day of JANUARY, A.D., 2013.
 6. That due to delays caused by weather and other unforeseen site conditions, the City and Contractor desire to extend the original completion date of the Demolition Contract previously entered into between the City and the Contractor, as set forth hereafter, to-wit:

AMENDMENT(S) TO DEMOLITION CONTRACT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, an other good and valuable consideration(s), the receipt and sufficiency of which is acknowledged herein, the City and the Contractor do hereby agree, contract and covenant to amend, and do hereby amend the Demolition Contract previously executed by the City and the Contractor as follows, to-wit:

.....

7. PERFORMANCE SCHEDULE

.....

3. The Demolition Contract previously executed by the City and Contractor shall be completely performed by the Contractor no later than March 5, 2014.

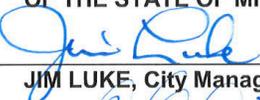
.....

27. EFFECT OF AMENDMENT(S)

1. The Parties do hereby agree the terms and provisions of the Demolition Contract previously entered into between the City and Contractor and not otherwise amended pursuant to this Agreement as forth above, shall remain in full force and effect as set forth in said Demolition Contract referred to and adopted herein by reference.

IN WITNESS WHEREOF, the undersigned and duly authorized representatives for the **CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY**, and the Contractor, **BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**, do hereby enter into, contract, covenant and agree on this, the 31st, day of JANUARY, A.D., 2014.

THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY AND A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI, GRANTEE

BY: 
JIM LUKE, City Manager, City of Picayune

BY: 
AMBER HINTON, City Clerk, City of Picayune

BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY CONTRACTOR:

BY: 
JAMIE BEAN, AUTHORIZED MANGER AND MEMBER

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **JAMIE BEAN**, who acknowledged to me that he is the Manager/Member, of **THE CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY AND A POLITICAL SUBDIVISION OF THE STATE OF MISSISSIPPI**, and as its act and deed, they signed, executed and accepted the foregoing Amendment to Demolition Agreement on the day, in the year, and for the purposes therein contained after first having been duly authorized by said Mississippi Municipality to do so.

GIVEN under my hand and official seal of office, upon this, the 31 day of January, A.D., 2014.

Leslie Leann Smith

Notary Public

My Commission Expires:
November 17, 2017

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)



Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **JAMIE BEAN**, who acknowledged to me that he is the **MANAGER/MEMBER**, of **BEAN EXCAVATING and DIRT WORK, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY**, and as its act and deed, they signed, executed and accepted the foregoing Amendment to Demolition Agreement on the day, in the year, and for the purposes therein contained after first having been duly authorized by said Mississippi Limited Liability Company to do so.

GIVEN under my hand and official seal of office, upon this, the 31 day of January, A.D., 2014.

Leslie Leann Smith

Notary Public

My Commission Expires:
November 17, 2017

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)



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 THE PRELIMINARY ENGINEERING CONTRACT FOR THE MEMORIAL BLVD OVERLAY AND HWY 43 LIGHTING PROJECT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Preliminary Engineering Contract for the STP-0400-00 (030) LPA 106715-701000 Memorial Blvd Overlay and Hwy 43 Lighting Project.

THE CITY OF PICAYUNE
PRELIMINARY ENGINEERING CONTRACT
FOR
CITY OF PICAYUNE –
MEMORIAL BOULEVARD OVERLAY AND
HIGHWAY 43 NORTH LIGHTING
PROJECT NO. STP-0400-00(030) LPA106715-701000
PEARL RIVER COUNTY, MS

PICAYUNE, MS

JANUARY 2014



Prepared By:



DUNGAN ENGINEERING, P.A.
925 GOODYEAR BOULEVARD
PICAYUNE, MISSISSIPPI 39466
(601) 799-1037

SET NO. __

ESC
Rev. 08/20/94 (Base)
Rev. 02-20-2011 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Picayune – Historic District Enhancements
Project No. ***STP-0400-00(030)LPA/106715-701000***
Pearl River

THIS CONTRACT, is made and entered into by and between the ***City of Picayune***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Dungan Engineering, P.A.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***925 Goodyear Blvd, Picayune, MS, 39466***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform a ***Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting Project***, as provided for in Project No. ***STP-0400-00(030)LPA/106715-701000***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

REGULAR MEETING JANUARY 21, 2014

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **December 2014**, CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

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All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

REGULAR MEETING JANUARY 21, 2014

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT'S (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT'S coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following:

the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form

that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Pearl River** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Pearl River County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT’S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA: City of Picayune
Fax (601) 798-0564
Email: picstaffasst@bellsouth.net

For Contractual Matters:
Ed Pinero, Jr., Ph.D., Mayor
Mayor, City of Picayune
815 N. Beech Street
Picayune, MS 39466
601-798-9770
601-798-0564
picstaffasst@bellsouth.net

For Technical Matters:
Eric Morris, Public Works Director
Public Works Director, City of Picayune
815 N. Beech Street
Picayune, MS 39466
601-798-9770
601-798-0564
emorris@picayune.ms.us

CONSULTANT:

Dungan Engineering, P.A.

For Contractual Matters:
Brooks Wallace, P.E.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
brooks@dunganeng.com

For Technical Matters:
Vernon Moore, P.E.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
vernon@dunganeng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 17699
Surveyor # NA
Or
Architect's # NA

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19048
Surveyor # NA
Or
Architect's # NA

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF PICAYUNE

Ed Pintero, Jr., Ph.D, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

DUNGAN ENGINEERING, P.A.

BY: _____
Brooks Wallace, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

REGULAR MEETING JANUARY 21, 2014

UNANIMOUS CONSENT TO ACTION BY THE DIRECTORS OF
DUNGAN ENGINEERING, P.A.
IN LIEU OF THE ANNUAL MEETING OF DIRECTORS

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., a Mississippi Corporation, do hereby, pursuant to Mississippi Code Annotated Section 79-4-8.21, consent to the following actions undertaken in the name of and on behalf of the directors of the corporation, without the necessity of a meeting, in lieu of the annual meeting of the directors:

RESOLVED:

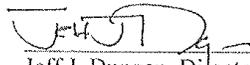
The following employees in their respective positions listed below are authorized to execute contracts on behalf of Dungan Engineering, PA.

H. Les Dungan III, Corporate President and Principal Engineer
J. Lee Mock, Corporate Vice President and Principal Engineer
Brooks Wallace, Corporate Vice President and Principal Engineer
Jeff J. Dungan, Corporate Secretary-Treasurer and Principal Engineer
Jeremy Cooper, Survey Manager
Dewayne Morea, Materials Testing Manager
Ryan Holmes, Engineering Manager Brookhaven Office
Sean Burns, City of Columbia Engineer
Stephen Sowell, Structural Engineer

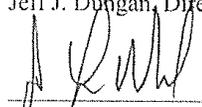
The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., have executed this unanimous consent action as of the ~~19th~~^{20th} day of January 2011, A.D.



H. Les Dungan, III, Director



Jeff J. Dungan, Director



J. Lee Mock, Director



Brooks R. Wallace, Director

EXHIBIT 2

Scope of Work

Insert the Scope of Work here

{NOTE: SCOPES OF WORK MUST BE DETAILED – INCLUDE TERMINI}

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

EXHIBIT 3

The LPA shall pay the CONSULTANT on a lump sum / firm-fixed-price basis of \$25,008.50 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs, profit and any other costs attributable to this CONTRACT.

A lump sum / firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the CONSULTANT'S cost experience in performing the assignment.

The monthly billing shall be based on the completion of each milestone relative to its payment, as provided on "Table 1: Billing Milestones" of this Exhibit, as approved by the LPA for this CONTRACT.

Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT.

Table 1: Billing Milestones

Milestone number	Milestone	Payment
#1	Field Review	\$8,662.50
#2	Office Review	\$8,555.21
#3	PS&E Assembly	\$7,790.80

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

EXHIBIT 4
SAMPLE INVOICE
[Lump Sum]

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 P. O. BOX 1850
 JACKSON, MS 39215-1850

DATE:

ATTENTION: _____

INVOICE NO. 0000
 PERIOD _____, 20__ THROUGH _____, 20__
 PROFESSIONAL SERVICES IN ACCORDANCE WITH
 CONTRACT DATED _____, 20__,
 PROJECT NUMBER _____
 PROJECT DESCRIPTION _____

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
Contract Max \$ _____			
Milestone number 1	\$	\$	\$
Milestone number 2	\$	\$	\$
Milestone number 3	\$	\$	\$
Milestone number 4	\$	\$	\$
Milestone number 5	\$	\$	\$

REGULAR MEETING JANUARY 21, 2014

Milestone #1

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	45	\$25.00	\$1,125.00
CADD			\$0.00
Clerical			\$0.00
Engineer Tech I	10	\$22.00	\$220.00
Secretary	6	\$16.50	\$99.00
Labor Classification			\$0.00
Raw Labor			\$2,244.00
Overhead Rate	163.24%		\$3,663.11
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$5,907.11
Fixed Fee	12%		\$708.85
(Enter FF % in cell C25)			
FCCM Overhead	0.96%		\$21.54
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Daughtry Engineering Services, LLC			\$2,025.00
			\$0.00
Total Subconsultant Cost			\$2,025.00
Project Total			\$8,662.50

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #1

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	45	\$45.00	\$2,025.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$2,025.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$2,025.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$2,025.00

¹ See State Travel Handbook
² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #2

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)I.PA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	50	\$25.00	\$1,250.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I	12	\$22.00	\$264.00
Labor Classification	12	\$16.50	\$198.00
Labor Classification			\$0.00
Raw Labor			\$2,512.00
Overhead Rate	163.24%		\$4,100.59
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$6,612.59
Fixed Fee	12%		\$793.51
(Enter FF % in cell C25)			
FCCM Overhead	0.96%		\$24.12
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Daughtry Engineering Services, LLC			\$1,125.00
			\$0.00
Total Subconsultant Cost			\$1,125.00
Project Total			\$8,555.21

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #2

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	25	\$45.00	\$1,125.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$1,125.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$1,125.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$1,125.00

¹ See State Travel Handbook
² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #3

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030)LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	15	\$40.00	\$600.00
Engineer	40	\$25.00	\$1,000.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I	15	\$22.00	\$330.00
Secretary	15	\$16.50	\$247.50
Labor Classification			\$0.00
Raw Labor			\$2,177.50
Overhead Rate	163.24%		\$3,554.55
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$5,732.05
Fixed Fee	12%		\$687.85
(Enter FF % in cell C25)			
FCCM Overhead	0.96%		\$20.90
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Daughtry Engineering Services, LLC			\$1,350.00
			\$0.00
Total Subconsultant Cost			\$1,350.00
Project Total			\$7,790.80

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING JANUARY 21, 2014

Milestone #3

City of Picayune / Dungan Engineering, P.A. STP-0400-00(030).LPA/106715-701000 Memorial Boulevard Maintenance Overlay and Highway 43 North Lighting			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	30	\$45.00	\$1,350.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$1,350.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$1,350.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$1,350.00

¹ See State Travel Handbook
² All subs must provide back-up and contain MDOT approved overhead rates

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EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-L.L.L., "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

REGULAR MEETING JANUARY 21, 2014

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 20 ____.

CONSULTANT

BY: _____

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 200__.

LPA _____

Chief Administrative Official
Ed Pintero, Jr., Ph.D, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

134671
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Brooks Wallace Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



1/15/2014

City of Picayune
 Historic District Enhancements
 Project No. STP-0400-00(030) LPA106715-701000
 Pearl River County, Mississippi

Project Schedule

Phase of Project	April-14	May-14	June-14	July-14	August-14	September-14
Field Review						
Office Review						
PS&E Assembly						

O:\1700C082\documents\Engineering Contract\Preliminary Engineering Contract\Schedule.xlsx

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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 ADVERTISE FOR SEALED BIDS FOR PHASE II OF THE PICAYUNE DRAINAGE PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to advertise for sealed bids for Phase II (Construction) of the Picayune drainage project.

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 REQUEST FOR SURPLUS PROPERTY FOR AUCTION WITH PROCEEDS GOING TO SPECIAL POLICE DRUG FUND

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve surplus property for auction with proceeds going to Special Police Drug Fund.

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.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn.

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.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, February 4, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, and City Clerk Amber Hinton. City Manager Jim Luke was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated January 21, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly budget report for the month of January 2014.

AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013

Run: 1/30/2014 at 10:07 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232-14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	150,000	(150,000)	0
351-000-341-01-000-000 RENT HANGARS	78,660	800	48,900	19,665	29,235	62
351-000-341-02-000-000 GROUND LEASES	12,480	6,900	6,900	3,120	3,780	55
351-000-374-00-000-000 FUEL SALES	6,000	325	1,137	1,500	(363)	19
Total Revenues	697,140	8,025	56,937	174,285	(117,348)	8
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,090	12,258	14,380	2,122	21
SUPPLIES	500	6	192	126	(66)	38
OUTSIDE SERVICES	55,640	1,368	14,791	13,910	(881)	27
CAPITAL OUTLAY	680,000	0	0	165,000	165,000	0
Total Airport Expenses	773,659	5,454	27,241	193,416	166,175	4
Total Expenditures	773,659	5,454	27,241	193,416	166,175	4
Excess Revenue Over (Under) Expenditures	(76,519)	2,571	29,696	(19,131)	(283,523)	39

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CF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 12/31/2013

Run: 1/30/2014 at 10:07 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	300	60	180	75	105	60
406-000-340.00-000-000 INTEREST INCOME	250	15	45	63	(18)	18
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	12,667	17,250	(4,583)	18
406-000-392.00-000-000 SALE OF LOTS	20,000	2,289	10,554	5,000	5,554	53
Total Revenues	89,550	8,114	23,446	22,388	1,058	26
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	4,079	11,510	17,412	5,902	17
SUPPLIES	7,880	180	1,131	1,971	840	14
OUTSIDE SERVICES	3,269	116	384	817	433	12
CAPITAL OUTLAY	76,300	800	8,657	70,900	62,243	11
Total Cemetery Expenses	157,093	5,175	21,682	91,100	69,418	14
Total Expenditures	157,093	5,175	21,682	91,100	69,418	14
Excess Revenue Over (Under) Expenditures	(67,543)	2,939	1,764	(68,712)	(68,360)	3

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ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013

Run: 1/30/2014 at 10:07 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	250	77	227	63	164	91
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,420	4,273	0	4,273	0
110-043-341.00-000-000 RENT	48,790	0	0	12,198	(12,198)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	4,771	(4,771)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	33,940	97,980	110,000	(12,020)	22
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	50	1,235	625	610	49
110-402-314.05-000-000 PARK TOURNAMENT FEES	1,000	0	0	250	(250)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	25	(25)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	22	74	125	(51)	15
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	7,000	(7,000)	0
Total Revenues	540,225	35,509	103,789	135,057	(31,268)	19
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	1,690	3,967	0	(3,967)	0
Total Sale of Lots Expenses	0	1,690	3,967	0	(3,967)	0
Recreation Expenses						
PERSONNEL	127,352	7,152	20,717	31,839	11,122	16
SUPPLIES	53,500	3,905	14,666	33,325	18,659	27
OUTSIDE SERVICES	114,000	8,590	2,548	28,500	25,952	2
Total Recreation Expenses	294,852	19,637	37,931	93,664	55,733	13
Retirement Development Expenses						
Total Expenditures	294,852	21,327	41,898	93,664	51,766	14
Excess Revenue Over (Under) Expenditures	245,373	14,182	61,891	41,393	(83,034)	25

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013

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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	1,299,183	450	1,638	324,796	(323,158)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	17,121	47,552	56,468	(6,915)	21
001-000-202.00-000-000 PERSONAL TAXES	414,947	18,796	18,797	103,737	(84,926)	5
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	331	331	250	81	33
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	627	1,762	7,500	(5,738)	6
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,210	2,343	16,325	(13,982)	4
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	1,250	3,670	10,000	(6,330)	9
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	450	900	956	(56)	24
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	29,099	180,764	153,750	27,014	29
001-000-222.00-000-000 BUILDING PERMITS	46,000	4,393	19,778	11,500	8,278	43
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	800	2,632	863	1,769	76
001-000-224.00-000-000 LOT CLEAN UP	20,000	1,588	1,588	5,000	(3,412)	8
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	251	0	251	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	6,875	(6,875)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	2,164	(2,164)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	0	2,015	(2,015)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	5,425	4,375	1,050	31
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	0	35,000	(35,000)	0
001-000-253.28-000-000 USM PROJECT SAFE NEIGHBORHOOD GRANT	0	4,636	4,636	0	4,636	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	326,502	979,929	1,019,500	(39,571)	24
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	14,034	(14,034)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	488	821	4,997	(4,176)	4
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	458	(458)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,000	3,750	8,250	80
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	484	1,958	1,825	333	30
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	2,127	5,953	55,000	(49,047)	3
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	30,174	(30,174)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	798	3,361	3,250	111	26
001-000-330.00-000-000 COURT FINES & FEES	350,000	16,346	66,824	87,500	(18,676)	20
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,970	5,265	5,625	(360)	23
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	356	781	300	481	65
001-000-336.05-000-000 COLLECTION FEE	100	0	69	25	44	69
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	750	3,218	2,550	668	32
001-000-340.00-000-000 INTEREST EARNED	20,000	545	4,865	5,000	(135)	24
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	2,945	3,712	3,500	212	27
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	18,720	(18,720)	0
001-092-301.00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	0	300	0	300	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	400	0	400	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(103,200)	103,200	0
Total Revenues	7,577,522	434,022	1,383,537	1,894,382	(510,845)	18
Expenditures						

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

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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	66,113	5,007	14,577	16,529	1,952	22
SUPPLIES	500	47	237	125	(112)	47
OUTSIDE SERVICES	64,150	980	14,952	16,038	1,086	23
CAPITAL OUTLAY	0	0	103,650	0	(103,650)	0
Total Municipal Council Expenses	130,763	6,034	133,416	32,692	(100,724)	102
<u>Municipal Court Expenses</u>						
PERSONNEL	269,077	20,201	57,574	67,270	9,696	21
SUPPLIES	4,000	0	605	1,000	395	15
OUTSIDE SERVICES	54,750	4,766	26,463	13,688	(12,775)	48
Total Municipal Court Expenses	327,827	24,967	84,642	81,958	(2,684)	26
<u>City Attorney Expenses</u>						
PERSONNEL	9,450	718	2,076	2,364	288	22
OUTSIDE SERVICES	20,000	1,374	5,374	5,000	(374)	27
Total City Attorney Expenses	29,450	2,092	7,450	7,364	(86)	25
<u>City Manager Expenses</u>						
PERSONNEL	97,355	5,319	15,750	24,339	8,589	16
SUPPLIES	7,500	159	804	1,875	1,071	11
OUTSIDE SERVICES	16,300	2,026	4,252	4,075	(177)	26
Total City Manager Expenses	121,155	7,504	20,806	30,289	9,483	17
<u>General Services Expenses</u>						
PERSONNEL	16,920	1,284	3,764	4,231	467	22
SUPPLIES	7,700	785	3,021	1,925	(1,096)	39
OUTSIDE SERVICES	219,200	64,855	139,735	54,800	(84,935)	64
Total General Services Expenses	243,820	66,924	146,520	60,956	(85,564)	60
<u>Financial Expenses</u>						
PERSONNEL	138,675	12,201	36,050	34,668	(1,382)	26
SUPPLIES	7,500	703	2,482	1,675	(607)	33
OUTSIDE SERVICES	69,400	2,985	8,863	17,351	8,488	13
Total Financial Expenses	215,575	15,889	47,395	53,694	6,499	22
<u>Code Enforcement Expenses</u>						
PERSONNEL	135,346	11,459	34,668	33,838	(830)	26
SUPPLIES	4,300	799	1,768	1,075	(693)	41
OUTSIDE SERVICES	21,650	1,796	6,699	5,414	(1,285)	31
Total Code Enforcement Expenses	161,296	14,054	43,135	40,327	(2,808)	27
<u>Police Administration Expenses</u>						
PERSONNEL	160,493	12,761	37,262	40,123	2,861	23
SUPPLIES	7,500	66	287	1,875	1,588	4
OUTSIDE SERVICES	61,013	3,070	14,908	16,823	1,915	24
CAPITAL OUTLAY	8,657	0	0	2,164	2,164	0
Total Police Administration Expenses	237,663	15,897	52,457	60,985	8,528	22

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GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013

Run: 1/30/2014 at 10:08 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Patrol & Investigations Expenses						
PERSONNEL	1,355,857	118,952	348,581	338,965	(9,616)	26
SUPPLIES	136,250	13,631	35,909	34,063	(1,846)	26
OUTSIDE SERVICES	103,500	11,682	34,501	25,875	(8,626)	33
CAPITAL OUTLAY	7,568	331	1,052	1,892	840	14
Total Patrol & Investigations Expenses	1,603,175	144,596	420,043	400,795	(19,248)	26
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	133,554	12,486	37,223	33,390	(3,833)	28
SUPPLIES	39,000	4,279	9,750	9,750	(12,525)	57
OUTSIDE SERVICES	15,500	617	1,054	3,875	2,821	7
Total Custody of Prisoners Expenses	188,054	17,382	60,552	47,015	(13,537)	32
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	389,410	29,449	80,186	97,353	17,167	21
SUPPLIES	8,500	425	2,502	2,125	(377)	29
OUTSIDE SERVICES	20,800	1,952	5,143	5,200	57	25
Total Records & Communications Expenses	418,710	31,836	87,831	104,678	16,847	21
School Patrol Expenses						
PERSONNEL	118,810	13,551	38,880	29,703	(9,177)	33
SUPPLIES	6,500	1,567	3,124	1,625	(1,499)	48
OUTSIDE SERVICES	2,750	328	656	688	32	24
Total School Patrol Expenses	128,060	15,446	42,660	32,016	(10,644)	33
Animal Control Expenses						
PERSONNEL	30,131	2,309	6,740	7,534	794	22
SUPPLIES	1,280	134	879	320	(559)	69
OUTSIDE SERVICES	48,150	3,987	12,044	12,038	(6)	25
Total Animal Control Expenses	79,561	6,430	19,663	19,892	229	25
Fire Department Expenses						
PERSONNEL	2,042,241	168,420	457,195	510,560	53,365	22
SUPPLIES	52,600	2,669	7,497	13,150	5,653	14
OUTSIDE SERVICES	73,063	7,683	29,007	18,266	(10,741)	40
Total Fire Department Expenses	2,167,904	188,782	493,699	541,976	48,277	23
Streets & Drainage Expenses						
PERSONNEL	441,228	32,246	94,865	110,307	15,442	22
SUPPLIES	140,001	6,780	61,424	35,001	(26,423)	44
OUTSIDE SERVICES	321,200	40,991	118,405	80,301	(38,104)	37
CAPITAL OUTLAY	0	0	(1,576)	0	1,576	0
Total Streets & Drainage Expenses	902,429	80,017	273,118	225,609	(47,509)	30
Grounds & Beautification Expenses						

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

Run: 1/30/2014 at 10:08 AM

Page: 4

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	386,345	28,633	87,896	96,586	8,688	23
SUPPLIES	101,344	3,085	17,725	25,336	7,611	17
OUTSIDE SERVICES	20,950	3,300	6,296	5,238	(1,058)	30
Total Grounds & Beautification Expenses	508,639	35,018	111,919	127,160	15,241	22
Equipment Maintenance Expenses						
PERSONNEL	45,987	2,467	7,279	11,498	4,219	16
SUPPLIES	16,110	195	771	4,028	3,257	5
OUTSIDE SERVICES	10,300	1,033	2,639	2,575	(64)	26
Total Equipment Maintenance Expenses	72,397	3,695	10,689	18,101	7,412	15
Total Expenditures	7,536,478	656,563	2,055,995	1,885,707	(170,288)	27
Excess Revenue Over (Under) Expenditures	41,044	(222,541)	(672,453)	8,675	(340,557)	(1,638)

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013

Run: 1/30/2014 at 10:08 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	7,500	238	2,103	1,875	228	28
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	227	528	0	528	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	2,100	4,822	5,000	(178)	24
405-000-352.00-000-000 PRCAJ BILLING/AMR PAYMENTS	54,000	4,587	13,693	13,500	193	25
405-000-355.00-000-000 MISC INCOME	112,000	8,290	21,059	28,000	(6,941)	19
405-000-355.01-000-000 MISC INCOME BAGS	4,000	277	763	1,000	(247)	19
405-000-360.01-000-000 METERED SALES WATER	1,656,138	125,591	383,463	414,035	(30,572)	23
405-000-360.02-000-000 METERED SALES GAS	1,818,615	217,183	466,658	454,654	12,004	26
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	0	575	500	75	29
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	13,328	37,727	36,250	1,477	26
405-000-365.00-000-000 GARBAGE REVENUE	915,000	80,489	242,189	228,750	13,439	26
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	42,181	0	42,181	0
Total Revenues	4,734,253	452,310	1,215,751	1,183,564	32,187	26
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	27,083	25,000	(2,083)	27
Total Intrafund Transfers Expenses	100,000	8,333	27,083	25,000	(2,083)	27
Utility Administration Expenses						
PERSONNEL	595,519	43,926	129,058	148,881	19,823	22
SUPPLIES	30,000	287	2,845	7,500	4,655	9
OUTSIDE SERVICES	220,250	41,847	81,424	55,063	(26,361)	37
Total Utility Administration Expenses	845,769	86,060	213,327	211,444	(1,883)	25
Director of Public Works Expenses						
PERSONNEL	161,940	12,365	36,569	40,486	3,917	23
SUPPLIES	15,930	261	916	3,983	3,067	6
OUTSIDE SERVICES	77,483	2,330	7,360	19,371	12,011	10
CAPITAL OUTLAY	70,904	3,140	66,260	69,404	3,144	93
Total Director of Public Works Expenses	326,257	18,096	111,105	133,244	22,139	34
Water Regulations Expenses						
PERSONNEL	40,780	3,985	10,770	10,195	(575)	26
SUPPLIES	23,511	738	1,593	5,879	4,286	7
OUTSIDE SERVICES	6,300	102	204	1,575	1,371	3
Total Water Regulations Expenses	70,591	4,835	12,567	17,649	5,082	18
Well and Pump Maintenance Expenses						
SUPPLIES	33,358	2,158	7,968	8,340	372	24
OUTSIDE SERVICES	67,216	7,023	20,763	16,805	(3,958)	31
Total Well and Pump Maintenance Expenses	100,574	9,181	28,731	25,145	(3,586)	29

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 12/31/2013**

Run: 1/30/2014 at 10:08 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Sewer Construction Expenses						
Utility Construction Expenses	107,276	7,290	14,711	26,820	12,109	14
PERSONNEL	38,831	800	14,022	9,707	(4,315)	36
SUPPLIES	34,149	140	8,437	8,537	100	25
OUTSIDE SERVICES	180,256	8,230	37,170	45,064	7,894	21
Total Utility Construction Expenses						
Water Operations Expenses						
PERSONNEL	248,222	20,177	54,985	62,056	7,071	22
SUPPLIES	107,381	13,231	71,660	26,846	(44,814)	67
OUTSIDE SERVICES	19,981	1,508	9,735	4,995	(4,740)	49
CAPITAL OUTLAY	54,952	70,345	(31,952)	13,748	45,700	(68)
Total Water Operations Expenses	430,576	105,261	104,428	107,645	3,217	24
Gas Operations Expenses						
PERSONNEL	219,413	17,498	47,695	54,854	7,159	22
SUPPLIES	1,073,079	77,136	313,950	268,270	(45,680)	29
OUTSIDE SERVICES	83,336	2,327	25,739	20,834	(4,905)	31
CAPITAL OUTLAY	3,000,000	0	26,162	750,000	723,838	1
Total Gas Operations Expenses	4,375,828	96,961	413,546	1,093,958	680,412	9
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,518	292,061	202,500	(89,561)	36
Total Garbage Expenses	810,000	72,518	292,061	202,500	(89,561)	36
Loan Interest Expenses						
INTEREST EXPENSE	0	7,159	19,801	0	(19,801)	0
Total Loan Interest Expenses	0	7,159	19,801	0	(19,801)	0
Total Expenditures	7,239,851	416,634	1,259,819	1,861,649	601,830	17
Excess Revenue Over (Under) Expenditures	(2,505,598)	35,676	(44,068)	(678,065)	(569,643)	(2)

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the docket for February 4, 2014 in the amount of \$576,934.78.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PROCLAMATION OF EXISTENCE OF LOCAL EMERGENCY SEVERE WINTER WEATHER EVENT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of the signed Proclamation of Existence of Local Emergency caused by the Severe Winter Weather Event as issued by City Manager's authority in conjunction with Governor's proclamation.

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
(CITY OF PICAYUNE)**

WHEREAS, the Mayor and City Council of the City of Picayune does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City of Picayune, caused by Severe Winter Weather Event commencing on or about January 27, 2014; and

Whereas, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

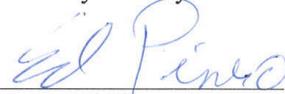
NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council of the City of Picayune, State of Mississippi.

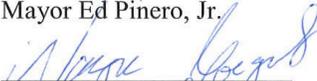
IT IS FURTHER PROCLAIMED AND ORDERED that all City of Picayune agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City of Picayune Emergency Operations Plan.

Dated: January 27, 2014

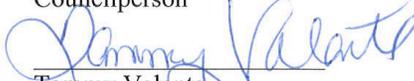
ATTEST:

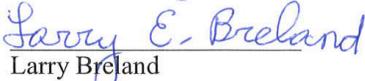

City Clerk Amber Hinton


Mayor Ed Pinero, Jr.


Wayne Gouguet,
Councilperson


Lynn Bumpers,
Councilperson


Tammy Valente
Councilperson


Larry Breland
Councilperson


Jan Stevens
Councilperson

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME MAYOR PINERO RECUSED HIMSELF FROM THE MEETING

APPOINT DR. LORI BLACKMER TO PICAYUNE SCHOOL BOARD

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to appoint Dr. Lori Blackmer to the vacant position on the Picayune School Board.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME MAYOR PINERO RETURNED TO THE MEETING

AUTHORIZE APPLICATION FOR A TECHNICAL ASSISTANCE GRANT WITH MS STATE DEPT OF HEALTH OFFICE OF TOBACCO CONTROL

Motion was made by Council Member Valente, seconded by Council Member Gouguet to authorize application for a Technical Assistance Grant with MS State Dept. of Health Office of Tobacco Control and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE PARTICIPATION IN THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve participation in the Senior Community Service Employment Program and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AWARD THE NORWOOD/MAGNOLIA UTILITY RELOCATE PROJECT TO THE LOWEST AND BEST BIDDER, T.L. WALLACE CONSTRUCTION

Motion was made by Council Member Valente, seconded by Council Member Bumpers to award the Norwood/Magnolia Utility Relocate Project to the lowest and best bidder, T.L. Wallace Construction.



NORWOOD / MAGNOLIA STREET UTILITY RELOCATE PROJECT
Pearl River County, Mississippi
Tuesday, January 21, 2014 - 10:00 AM

Certified Bid Tabulation

CONTRACTOR	COR	LUMP SUM BID
T.L. Wallace Construction, Inc.	03770-MC	\$53,580.00
Hensley R. Lee Contracting, Inc.	13466-MC	\$55,000.00
A&C Industrial, Inc.	15112-MC	\$107,762.29

Certified Correct By:

Vernon Moore, P.E.

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REEQUEST TO SUBMIT COMPLETED APPLICATION FOR THE TRANSPORTATION ALTERNATIVE 2014 SAFE ROUTES TO SCHOOL PROGRAM-ROSELAND PARK ELEMENTARY

Motion was made by Council Member Breland, seconded by Council Member Valente to submit completed application for the Transportation Alternative 2014 Safe Routes to School Program-Roseland Park Elementary and authorize Mayor's signature to sign the same.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REEQUEST TO SUBMIT COMPLETED APPLICATION FOR THE TRANSPORTATION ALTERNATIVE 2014 SAFE ROUTES TO SCHOOL PROGRAM-SOUTHSIDE ELEMENTARY

Motion was made by Council Member Breland, seconded by Council Member Valente to submit completed application for the Transportation Alternative 2014 Safe Routes to School Program-Southside Elementary and authorize Mayor's signature to sign the same.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REEQUEST TO SUBMIT COMPLETED APPLICATION FOR THE TRANSPORTATION ALTERNATIVE 2014 SAFE ROUTES TO SCHOOL PROGRAM-EXISTING HOSPITAL SITE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to submit completed application for the Transportation Alternative 2014 Safe Routes to School Program-Existing Hospital Site and authorize Mayor's signature to sign the same.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR ROCIC TRAINING

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize out of state travel for Chief Bryan Dawsey, Capt. Jeremy Magri and City Manager Jim Luke to attend and ROCIC Training Conference March 2-5, 2014 in Gatlinburg, TN at no cost to taxpayers.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS PROPERTY FOR AUCTION

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve surplus property for auction with proceeds going to the Special Police Drug Fund.

CITY OF PICAYUNE

**POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1G4CW53L2M1660521

DESCRIPTION: 1991 BUICK PARK AVENUE

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

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

REQUEST:

APPROVED DISAPPROVED

Margie Kelly Fries
SIGNATURE OF BUREAU COMMANDER

01/27/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

01-27-14
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

1-30-14
DATE OF SIGNATURE

CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 3B3XA46K2NT226256

DESCRIPTION: 1992 DODGE SPIRIT

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: PEARL RIVER RECYCLERS

RECOMMENDED DISPOSITION OF PROPERTY:

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

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

REQUEST:

APPROVED DISAPPROVED

Megan Kelly Quinn
SIGNATURE OF BUREAU COMMANDER

01/27/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

01-27-14
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

1-30-14
DATE OF SIGNATURE

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CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1B7HC16Y1YS626234

DESCRIPTION: 2000 DODGE RAM 1500 TRUCK

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS NO LONGER COST EFFICIENT TO OPERATE DUE TO MAINTENANCE COSTS. IT WOULD BE BETTER UTILIZED BY SENDING TO AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND

REQUEST:

APPROVED DISAPPROVED

Majority Jim
SIGNATURE OF BUREAU COMMANDER

9/27/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

01-27-14
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED DISAPPROVED

Jim Dale
SIGNATURE OF CITY MANAGER

1-30-14
DATE OF SIGNATURE

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT CHECK FOR USE OF AIRPORT FROM B & S AIR, INC.

Motion was made by Council Member Breland, seconded by Council Member Valente to accept check in the amount of \$137.00 for the use of Airport from B & S Air, Inc.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to recess until Tuesday, February 18, 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, February 18, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Rev. Greg Walls, 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 February 4, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of January 2014.

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Def: 397999	1/02/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		30208		SHABBY CHIC ETC.,	2013-2014 PRIV LICENSE	20.00	1/03/2014
Def: 398052	1/02/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0001163	25737		GENE'S TIRE CENTERS	2013-2014 priv license	25.00	1/03/2014
Def: 398087	1/03/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		30209		AEROBICS WORLD	2013-2014 PRIVILEGE	20.00	1/10/2014
Def: 398249	1/03/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0032127	00052		WESTERN AUTO STORE	2012-2013 priv license	48.40	1/10/2014
Def: 398251	1/03/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0032127	00052		WESTERN AUTO STORE	2013-2014 priv license	46.40	1/10/2014
Def: 398919	1/07/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		30217		EXPRESS TAX SERVICE	2013-2014 PRIV LICENSE	20.00	1/10/2014
Def: 399133	1/08/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0018169	00102		CAMELLIA HOME HEALTH & HOSPICE	2013-2014 PRIV LICENSE	57.00	1/10/2014
Def: 400361	1/10/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0001311	28364		B.F.O. BUDGET FURNITURE OUTLETS	2013-2014 priv license	28.25	1/10/2014
Def: 400643	1/13/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0001426	28796		AMC HYDRAULICS	2013-2014 priv license	22.60	1/21/2014
Def: 400644	1/13/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		17274		LAWRENCE'S BARBER SHOP	2013-2014 priv license	22.60	1/21/2014
Def: 400848	1/13/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0000002	30230		EASY MONEY PAWN, LLC	2013-2014 PRIV LICENSE	500.00	1/21/2014
Def: 401046	1/14/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0000507	30232		CUSTOM VAPES	2013-2014 PRIV LICENSE	20.00	1/21/2014
Def: 401651	1/16/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		29223		SHAY'S	2013-2014 PRIV LICENSE	22.60	1/21/2014
Def: 402851	1/22/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		30262		YOUR TAX PROFESSIONALS	2013-2014 PRIV LICENSE	20.00	1/24/2014
Def: 402874	1/22/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0002020	28680		SPENCE MEDICAL RESEARCH, LLC	2013-2014 PRIV LICENSES	20.00	1/24/2014
Def: 402875	1/22/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0002020	19781		SPENCE MEDICAL RESEARCH LLC	2013-2014 PRIV LICENSES	30.00	1/24/2014
Def: 402878	1/22/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0000196	30263		PARTY TYME!	2013-2014 PRIV LICENSE	20.00	1/24/2014
Def: 403137	1/23/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0001683	14876		BEAUTY SHOPPE, THE	2013-2014 PRIV LICENSE	22.60	1/24/2014
Def: 403203	1/23/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Cash		30270		NICK'S MEAT MARKET AND DELI	2013-2014 PRIV LICENSE	20.00	1/24/2014
Def: 403229	1/23/2014	GENERAL FUND -Mail - Is OPERATING	GENERAL FUND -Mail - Is	Check	0013378	28204		CARTERS JEWELRY	2013-2014 priv license	20.00	1/24/2014
										1,005.45	

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING FEBRUARY 18, 2014

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of January 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS JANUARY 2014				
<u>DATE</u>	<u>PERSON REQUEST</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
01/31/14	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS	01/31/14	APPROVED
01/30/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0664	01/30/14	APPROVED
01/31/14	JENNIFER SAVOIE	RECORD'S CHECK X 3	01/31/14	APPROVED
01/31/14	ROLANDO ESPINO	ACCIDENT REPORT # 201-01-1776	01/31/14	APPROVED
01/31/14	LEONARD DAVID	ACCIDENT REPORT # 2014-01-1763	01/31/14	APPROVED
01/31/14	MIKE BEECH	ACCIDENT REPORT # 2014-01-1761	01/31/14	APPROVED
01/31/14	MYRA ESKUE	ACCIDENT REPORT # 2013-12-2215	01/31/14	APPROVED
01/31/14	FBI NICS	RECORD'S CHECK	01/31/14	APPROVED
01/27/14	JUSTIN M CHAMPLIN	ACCIDENT REPORT # 2014-01-1565	01/27/14	APPROVED
01/30/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-1465	01/30/14	APPROVED
01/30/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0244	01/30/14	APPROVED
01/27/14	MORRIS BART LTD	ACCIDENT REPORT # 2014-01-1171	01/27/14	APPROVED
01/27/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-01-0630	01/27/14	APPROVED
01/27/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-01-0534	01/27/14	APPROVED
01/27/14	THE HAUG LAW FIRM	ACCIDENT REPORT # 2014-01-0736	01/27/14	APPROVED
01/27/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-01-0736	01/27/14	APPROVED
01/30/14	ALANA CAMPO	ACCIDENT REPORT # 2014-01-1776	01/30/14	APPROVED
01/27/14	MELISSA WALLER	ACCIDENT REPORT # 2014-01-1770	01/27/14	APPROVED
01/27/14	RONALD SCHRODER	ACCIDENT REPORT # 2014-01-1770	01/27/14	APPROVED
01/24/14	F.B.I. NICS	INCIDENT REPORT	01/24/14	APPROVED
01/24/14	HANCOCK COUNTY YOUTH COURT	RECORD'S CHECK	01/24/14	APPROVED
01/24/14	BONNIE A BY	RECORD'S CHECK	01/24/14	APPROVED
01/24/13	JANICE SPIERS	ACCIDENT REPORT # 2014-01-1565	01/24/13	APPROVED
01/23/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-1396	01/23/14	APPROVED
01/23/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-1624	01/23/14	APPROVED
01/23/14	MCDONALD, PATCH & BRYAN LLC	ACCIDENT REPORT # 2013-07-1033	01/23/14	APPROVED
01/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-1055	01/23/14	APPROVED
01/23/14	ELYSE M KINDER	ACCIDENT REPORT # 2010-10-1945	01/23/14	APPROVED
01/23/14	FORD EVENS JR	ACCIDENT REPORT # 2014-01-1102	01/23/14	APPROVED
01/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0443	01/23/14	APPROVED
01/23/14	LEXIS NIEXIS	ACCIDENT REPORT # 2014-01-0630	01/23/14	APPROVED
01/23/14	ANGELIKA TREADWAY	ACCIDENT REPORT # 2014-01-0937	01/23/14	APPROVED
01/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-11-0057	01/23/14	APPROVED
01/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-1102	01/23/14	APPROVED
01/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-01-1283	01/23/14	APPROVED
01/23/14	ELYSE M KINDER	ACCIDENT REPORT # 2010-10-1945	01/23/14	APPROVED
01/23/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	01/23/14	APPROVED
01/22/14	DEPT OF PUBLIC SAFETY & CORRECTIONS	RECORD'S CHECK	01/22/14	APPROVED
01/22/14	CHRISTINA SMITH	ACCIDENT REPORT # 2014-01-1055	01/22/14	APPROVED
01/22/14	HAROLD CORDES	ACCIDENT REPORT # 2014-01-1055	01/22/14	APPROVED

REGULAR MEETING FEBRUARY 18, 2014

01/22/14	CITY OF PICAYUNE	RECORD'S CHECK	01/22/14	APPROVED
01/22/14	AMBER ARCHER	ACCIDENT REPORT # 2014-01-1283	01/22/14	APPROVED
01/22/14	GEORGIA LINDSEY	RECORD'S CHECK	01/22/14	APPROVED
01/21/14	JULIA VANETTED	ACCIDENT REPORT # 2014-01-1164	01/21/14	APPROVED
01/21/14	LASHUNDA DAWSON	RECORD'S CHECK	01/21/14	APPROVED
01/21/14	CUNNINGHAM & LINDSEY INS.CO	INCIDENT REPORT # 2014-01-0986	01/21/14	APPROVED
01/17/14	DEBBIE MAILHES	RECORD'S CHECK	01/17/14	APPROVED
01/14/14	FL DEPT OF CORRECTIONS	BACKGROUND CHECK	01/14/14	APPROVED
01/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-2215	01/15/14	APPROVED
01/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0194	01/15/14	APPROVED
01/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-1753	01/15/14	APPROVED
01/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0623	01/15/14	APPROVED
01/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0416	01/15/14	APPROVED
01/15/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-1328	01/15/14	APPROVED
01/15/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-1753	01/15/14	APPROVED
01/15/14	ROY HUGHES	RECORD'S CHECK	01/15/14	APPROVED
01/15/14	ONTERRIO DEMOND DUCRE	RECORD'S CHECK	01/15/14	APPROVED
01/15/14	KARRI BERG	ACCIDENT REPORT # 2014-01-0156	01/15/14	APPROVED
01/14/14	CA DEPT OF CORRECTIONS	BACKGROUND CHECK	01/14/14	APPROVED
01/10/14	HANCOCK COUNTY YOUTH COURT	RECORDS CHECK	01/10/14	APPROVED
01/10/14	TONIA P SMITH	INCIDENT REPORT # 2013-07-1033	01/10/14	APPROVED
01/10/14	BONNIE BARKLEY	INCIDENT REPORT # 2013-01-0194	01/10/14	APPROVED
01/09/14	F.B.I. NICS	INCIDENT REPORT # 2013-06-0675	01/09/14	APPROVED
01/09/14	RENEA BULLARD	ACCIDENT REPORT # 2013-12-1396	01/09/14	APPROVED
01/09/14	HANCOCK COUNTY YOUTH COURT	RECORD'S CHECK	01/09/14	APPROVED
01/09/14	ELLEN DELOIS FOUNTAIN	BACKGROUND CHECK	01/09/14	APPROVED
01/09/14	HANCOCK COUNTY YOUTH COURT	RECORD'D CHECK X 6	01/09/14	APPROVED
01/09/14	KRISTINE WESTBROOK	ACCIDENT REPORT # 2014-01-0416	01/09/14	APPROVED
01/08/14	15TH JUDICIAL DRUG COURT	ARREST INFORMATION	01/08/14	APPROVED
01/08/14	MICHAEL BOWENS	RECORD'S CHECK	01/08/14	APPROVED
01/08/14	ROSLYN RACHELLE LAWSON	RECORD'S CHECK	01/08/14	APPROVED
01/07/14	UNITED STATES DISTRICT COURT	RECORD'S CHECK	01/07/14	APPROVED
01/07/14	U.S. PROBATION OFFICE	# 4 RECORD'S CHECK	01/07/14	APPROVED
01/07/14	WILLIAM BURNETT	ACCIDENT REPORT # 2014-01-0194	01/07/14	APPROVED
01/07/14	LEXIS NEXIS	INCIDENT REPORT # 2013-09-1784	01/07/14	APPROVED
01/07/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0337	01/07/14	APPROVED
01/07/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-1405	01/04/14	APPROVED
01/07/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0030	01/07/14	APPROVED
01/07/14	SMITH & OLDMIXON	ACCIDENT REPORT # 2013-12-0030	01/07/14	APPROVED
01/07/14	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-12-1393	01/07/14	APPROVED
01/07/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2013-11-1616	01/07/14	APPROVED
01/07/14	MDOT	RECORD'S CHECK	01/07/14	APPROVED
01/06/14	ROBERT CARR/CARR INSURANCE	RECORD'S CHECK	01/06/14	APPROVED
01/06/14	COAST ELECTRIC (JEFF BARBARA	ACCIDENT REPORT # 2013-12-2064	01/06/13	APPROVED
01/03/14	RICK ZERKUS	ACCIDENT REPORT # 2013-12-1393	01/03/14	APPROVED
01/03/14	DEBRA WARNER	ACCIDENT REPORT # 2013-12-1507	01/03/14	APPROVED
01/03/14	UNITED STATES DISTRICT COURT	#3 RECORD'S CHECK	01/03/14	APPROVED
01/03/14	F.B.I. NICS	INCIDENT REPORT # 2013-04-0337	01/03/14	APPROVED
01/03/13	FARM BUREAU	ACCIDENT REPORT # 2013-11-1979	01/03/13	APPROVED
01/03/14	F.B.I. NICS	INCIDENT REPORT # 2012-07-1476	01/03/14	APPROVED
01/03/14	FARM BUREAU	ACCIDENT REPORT # 2013-12-0539	01/03/14	APPROVED

REGULAR MEETING FEBRUARY 18, 2014

01/03/14	PALMER JOHN ADAM	ACCIDENT REPORT # 2013-12-1393	01/03/14	APPROVED
01/03/14	MORRIS BART LTD	ACCIDENT REPORT # 2013-12-0621	01/03/14	APPROVED
01/03/14	RACHEL OVERSTREET	ACCIDENT REPORT # 2013-12-2064	01/03/14	APPROVED
01/03/14	BETTY WHEAT	ACCIDENT REPORT # 2013-12-2215	01/03/14	APPROVED
01/03/14	COREY BERFUSE	ACCIDENT REPORT # 2013-12-1655	01/03/14	APPROVED
01/02/14	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2013-12-1394	01/02/14	APPROVED
01/02/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-12-0431	01/02/14	APPROVED
01/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0842	01/02/14	APPROVED
01/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-0840	01/02/14	APPROVED
01/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-12-1590	01/02/14	APPROVED
01/02/14	COTY DEMPSEY RODDY	RECORD'S CHECK	01/02/14	APPROVED
01/02/14	RODNEY BEECH (COAST ELECTRIC)	ACCIDENT REPORT # 2013-12-2064	01/02/14	APPROVED
				APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouquet, seconded by Council Bumpers to accept copy of Minutes approved by the Planning Commission dated November 12, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT COPY OF PLANNING COMMISSION MINUTES

Motion was made by Council Member Gouquet, seconded by Council Member Bumpers to accept copy of Planning Commission Minutes dated February 11, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RECEIVE AND ACKNOWLEDGE FINAL DECISION FROM THE PEARL RIVER COUNTY CIRCUIT COURT ACCEPTING THE BID FROM T.L. WALLACE AND AWARD THEM THE CONTRACT AS LOWEST AND BEST BIDDER

Motion was made by Council Member Gouguet, seconded by Council Member Valente to receive and acknowledge the final decision from the Pearl River County Circuit Court in Civil Action No. 2014-0010-M, accepting the bid from T.L. Wallace in the amount of \$ 1,717,240.00 and awarding contract to T. L. Wallace as the lowest and best bidder for the City of Picayune System Wide Cast Iron Main Replacement Project GS# 101-282.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RE-APPOINT DONALD BOWLES TO PICAYUNE HOUSING AUTHORITY BOARD

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to re-appoint Donald Bowles to the Picayune Housing Authority Board.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE APPOINTMENT TO THE PEARL RIVER COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES

Motion was made by Council Member Gouguet, seconded by Council Member Valente to table the appointment to the Pearl River County Library System Board of Trustees.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE FY 2013 AUDIT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept the FY 2013 annual audit.

**CITY OF PICAYUNE, MISSISSIPPI
AUDITED FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

CITY OF PICAYUNE, MISSISSIPPI
 AUDITED FINANCIAL STATEMENTS
 SEPTEMBER 30, 2013

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MANAGEMENT'S DISCUSSION AND ANALYSIS

INTRODUCTION

This discussion and analysis of the City of Picayune's financial performance provides an overall narrative review of the City's financial activities for the year ended September 30, 2013. The intent of this discussion and analysis is to look at the City's performance as a whole; readers should also review the notes to the basic financial statements and the financial statements to enhance their understanding of the City's financial performance.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: (1) Government-wide financial statements, (2) Fund financial statements and (3) Notes to the basic financial statements. Required supplementary information is included in addition to the basic financial statements.

Figure 1 shows how required parts of this annual report are arranged and relate to one another.

Figure 2 summarizes the major features of the City's financial statements, including the portion of the City's government they cover and the types of information they contain.

The remainder of this section of Management's Discussion and Analysis explains the structure and content of each of the statements.

Figure 1 – Required Components of the City's Annual Report

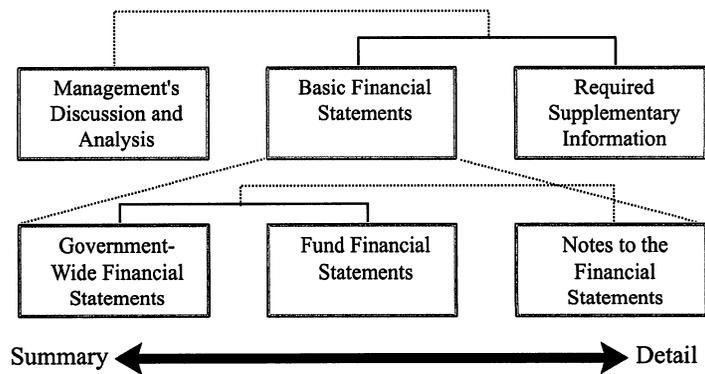


Figure 2 – Major Features of the City’s Government-Wide and Fund Financial Statements

	Government-Wide Financial Statements	Fund Financial Statements	
		Governmental Funds	Proprietary Funds
Scope	Entire City government	All activities of the City that are not business-type or fiduciary in nature	Activities of the City that operate similar to private businesses
Required financial statements	<ul style="list-style-type: none"> • Statement of net assets • Statement of activities 	<ul style="list-style-type: none"> • Balance sheet • Statement of revenues, expenditures and changes in fund balances 	<ul style="list-style-type: none"> • Statement of net assets • Statement of revenues, expenses and changes in net assets • Statement of cash flows
Accounting basis and measurement focus	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus	Accrual accounting and economic resources focus
Type of asset/liability information	All assets and liabilities, both financial and capital and short and long term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter; no capital assets included	All assets and liabilities, both financial and capital, and short and long term
Type of inflow/outflow information	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services are received and payment is due during the year or soon thereafter	All revenues and expenses during year, regardless of when cash is received or paid

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City finances, in a manner similar to private-sector businesses.

The **statement of net assets** presents information on all City assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The **statement of activities** presents information showing how net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

Both of these government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or part of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government; public safety; public works; culture and recreation; economic development authority; and interest on long-term debt. The business-type activities of the City include water and sewer services.

The Government-wide Financial Statements can be found on Exhibits 1 and 2 of this report.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate finance-related legal compliance. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a City's near-term financing requirements. Governmental funds include the general, special revenue and debt service funds.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental Funds Balance Sheet and the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities. These reconciliations are on Exhibits 3.1 and 4.1 respectively.

The City maintains individual governmental funds in accordance with the *Municipal Audit and Accounting Guide* issued by the Office of the State Auditor. Information is presented separately in the Governmental Funds Balance Sheet and in the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances for all major funds. All other non-major funds are combined together and presented in these reports as other governmental funds.

The basic governmental funds financial statements can be found on Exhibits 3 and 4 of this report.

Proprietary funds. The City's proprietary funds are enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statement. The City uses enterprise funds to account for the water and sewer service.

Fund financial statements for the proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The Water and Sewer Fund is considered to be a major fund of the City.

The proprietary funds financial statements can be found on Exhibits 5, 6, and 7 of this report.

Notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes can be found immediately following the exhibits in this report.

In addition to the basic financial statements and accompanying notes, this report also presents **Required Supplementary Information** concerning the City's budget process.

The City adopts an annual operating budget for all governmental funds and proprietary funds. A budgetary comparison statement has been provided for the General Fund and the Utility Fund.

CURRENT FINANCIAL RELATED ACTIVITIES

Antiquated infrastructure is a problem for the City of Picayune as it is for many governmental agencies. However, in the past 5 years, the City has taken a proactive stance in regards to this issue.

In 2010, the City issued \$7,700,000 of general obligation debt to fund a city-wide street paving improvement project. To date, all City streets are freshly paved and a plan has been incorporated to maintain these roads. The City has also received hundreds of thousands of dollars in grant funding to: 1) pave highways; 2) Ridge Road / Wal-Mart intersection; 3) downtown parking; 4) construct sidewalks for West Side School; and 5) incorporate nostalgic lighting in our Historic District.

During this same time period, the City relocated its City Hall back to the original site utilizing the historic building in addition to the construction of a brand new building. With this move, the Public Works Department relocated back to a newly renovated facility with additions to house machinery and inventory. The Intermodal Depot is now the home of our Planning and Zoning Department, Main Street office, and a museum.

Recently, the City also issued \$3,000,000 of revenue bonds for the purpose of a natural gas cast iron gas main replacement project. This project is anticipated to reduce the City's unaccounted for natural gas tremendously and lower customer's bills. The water system underwent several major improvements including the renovation of two main water tanks, installation of a 12-inch water main at the intersection of Adcox/Sycamore and Baylous/Loflin and the repairs to several serious water main leaks. The City recognizes the need to continue the efforts for upgrading of the utility system and does so by including upgrades each year in the budget.

CONTACTING THE CITY'S FINANCIAL DEPARTMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact Amber Hinton, City Clerk, at 601.798.9770.

Keene, Bourne, Sanderson, Haigler & Eavenson, PA

CERTIFIED PUBLIC ACCOUNTANTS
(A Professional Association)

JOHN M. KEENE, CPA
PAMELA W. BOURNE, CPA
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CHELLIE K. EAVENSON, CPA

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor, Members of the
City Council, City Manager, and City Clerk
Picayune, Mississippi

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Picayune, Mississippi, as of and for the year ended September 30, 2013, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City of Picayune's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Picayune, Mississippi, as of September 30, 2013, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated February 18, 2014, on our consideration of the City of Picayune, Mississippi's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and do not provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the Management's Discussion & Analysis on pages 2 - 5 and the budgetary comparison information on pages 34 - 35 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic

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ALABAMA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Picayune, Mississippi's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Other supplementary financial information listed as schedules in the table of contents is also presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Keene, Bourne, Sanderson, Haigler & Eavenson, P.A.

Keene Bourne Sanderson Haigler & Eavenson, PA
Certified Public Accountants

February 18, 2014

City of Picayune
Statement of Net Assets
September 30, 2013

EXHIBIT 1

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 4,944,415	\$ 6,844,006	\$ 11,788,421
Investments	1,707,418	599,568	2,306,986
Receivables (net of uncollectibles):			
Accounts	401,723	779,294	1,181,017
Sales Tax	723,160	-	723,160
Property & Ad Valorem Tax	1,924,987	-	1,924,987
Other	174,524	32,708	207,232
Notes Receivable	987,954	-	987,954
Other Assets	644,014	298,660	942,674
Due from Other Funds	3,013,901	239,337	3,253,238
Capital Assets (net of accumulated depreciation):			
Land	2,402,438	172,599	2,575,037
Buildings and Improvements	5,874,796	111,247	5,986,043
Machinery and Equipment	120,503	478,266	598,769
Mobile Equipment	1,188,376	156,438	1,344,814
Infrastructure	17,700,643	9,458,998	27,159,641
Construction in Progress	7,410,870	-	7,410,870
Bond Issuance Costs (net of accumulated amortization)	234,765	70,217	304,982
Total Assets	\$ 49,454,487	\$ 19,241,338	\$ 68,695,825
LIABILITIES AND NET ASSETS			
Liabilities:			
Accounts Payable	\$ 614,349	\$ 814,246	\$ 1,428,595
Accrued Liabilities	265,667	58,502	324,169
Customer Deposits	-	669,483	669,483
Due to Other Funds	1,357,937	1,895,301	3,253,238
Deferred Revenue	1,924,987	-	1,924,987
Assets Held for Others	398,071	-	398,071
Non-Current Liabilities:			
Due Within One Year	1,280,994	275,873	1,556,867
Due In More Than One Year	10,634,577	6,476,435	17,111,012
Long-term Compensated Absences	566,342	95,218	661,560
Total Liabilities	17,042,924	10,285,058	27,327,982
Net Assets:			
Invested in Capital Assets, net of related debt	22,782,055	3,625,240	26,407,295
Restricted	5,006,906	1,269,051	6,275,957
Unrestricted	4,622,602	4,061,989	8,684,591
Total Net Assets	32,411,563	8,956,280	41,367,843
Total Liabilities and Net Assets	\$ 49,454,487	\$ 19,241,338	\$ 68,695,825

The notes to the financial statements are an integral part of this statement.

City of Picayune
Statement of Activities
September 30, 2013

EXHIBIT 2

Function/Programs:	Program Revenues			Business-Type Activities	Total
	Expenses	Charges for Services	Operating Grants		
Governmental Activities:					
General Government	\$ 2,342,642	\$ -	\$ 278,483	\$ -	\$ (2,064,159)
Public Safety	5,066,257	-	-	-	(5,066,257)
Public Works	1,370,754	-	-	-	(1,370,754)
Culture and Recreation	92,973	-	-	-	(92,973)
Economic Development	755,889	5,236	60,960	-	(689,693)
Interest on Long-Term Debt	400,073	-	-	-	(400,073)
Total Governmental Activities	10,028,588	5,236	339,443	-	(9,683,909)
Business-type Activities:					
Utility	4,605,049	4,686,021	-	534,044	615,016
Cemetery	63,996	23,422	-	-	(40,574)
Total Business-type Activities	4,669,045	4,709,443	-	534,044	574,442
Total Functions/Programs	14,697,633	4,714,679	339,443	534,044	(9,109,467)
General Revenues:					
Property Tax and Ad Valorem Tax					2,721,077
Franchise Taxes					615,475
Sales Tax					4,635,757
Intergovernmental Revenue					652,564
Licenses, Permits, and Fees					210,946
Fines and Forfeits					438,834
Other					349,692
Transfers In					204,631
Transfers Out					(1,854,136)
Total General Revenues					9,909,470
Change in Net Assets					(78,994)
Net Assets, Beginning of Year					225,561
Net Assets, End of Year					8,460,832
					\$ 32,411,563
					\$ 8,956,280
					\$ 41,367,843

**City of Picayune
Balance Sheet
Governmental Funds
September 30, 2013**

EXHIBIT 3

	General Fund	Airport Fund	Economic Development Fund	Gen Obligation Street Bonds Fund	Other Governmental Funds	Total Governmental Funds
ASSETS						
Cash and Cash Equivalents	\$ 3,223,244	\$ 321,800	\$ 487,203	\$ 670,624	\$ 241,544	\$ 4,944,415
Investments	1,500,000	-	150,773	-	56,645	1,707,418
Receivables (net of uncollectibles):						
Intergovernmental Receivables	653,426	-	69,734	-	-	723,160
Property Tax Receivable	1,924,987	-	-	-	-	1,924,987
Franchise Tax Receivable	175,684	-	-	-	-	175,684
Other Receivables	400,563	-	-	-	-	400,563
Notes Receivable	130,665	-	857,289	-	-	987,954
Prepaid Expenses	194,459	-	21,639	-	-	216,098
Inventory	-	-	427,916	-	-	427,916
Due from Other Funds	2,978,020	-	10,823	-	25,058	3,013,901
Total Assets	\$ 11,181,048	\$ 321,800	\$ 2,025,377	\$ 670,624	\$ 323,247	\$ 14,522,096
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts Payable	\$ 442,946	\$ 1,958	\$ 20,256	\$ 112,993	\$ 36,196	614,349
Accrued Liabilities	265,667	-	-	-	-	265,667
Due to Other Funds	273,282	1,082,682	-	-	1,973	1,357,937
Deferred Revenue	1,924,987	-	-	-	-	1,924,987
Assets Held for Others	374,822	-	-	-	23,249	398,071
Total Liabilities	3,281,704	1,084,640	20,256	112,993	61,418	4,561,011
Fund Balances:						
Nonspendable						
Prepaid Expenses	194,459	-	21,639	-	-	216,098
Inventory	-	-	427,916	-	-	427,916
Notes Receivable	130,665	-	857,289	-	-	987,954
Restricted						
Debt Service	1,000,919	-	655,152	-	-	1,656,071
Capital Projects	1,048,243	-	-	670,624	-	1,718,867
Committed	805,000	-	-	-	-	805,000
Assigned	-	(762,840)	43,125	-	261,829	(457,886)
Unassigned	4,720,058	-	-	(112,993)	-	4,607,065
Total Fund Balances (Deficits)	7,899,344	(762,840)	2,005,121	557,631	261,829	9,961,085
Total Liabilities and Fund Balances	\$ 11,181,048	\$ 321,800	\$ 2,025,377	\$ 670,624	\$ 323,247	\$ 14,522,096

The notes to the financial statements are an integral part of this statement

**City of Picayune
Reconciliation of the Balance Sheet
to the Statement of Net Assets
Governmental Funds
September 30, 2013**

EXHIBIT 3.1

Fund Balances - Total Governmental Funds	\$	9,961,085
<p>Amounts reported for governmental activities in the Statement of Net Assets are different because:</p>		
<p>Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.</p>		
Governmental Capital Assets	\$ 66,114,939	
Less: Accumulated Depreciation	<u>(31,417,313)</u>	34,697,626
<p>Other long-term assets are not current financial resources. Therefore, they are not reported in the funds.</p>		
Bond Issuance Costs	319,500	
Less: Accumulated Amortization	<u>(84,735)</u>	234,765
<p>Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.</p>		
Bonds Payable	(10,259,500)	
Notes Payable	(1,656,071)	
Compensated Absences	<u>(566,342)</u>	<u>(12,481,913)</u>
Net Assets of Governmental Activities	\$	<u>32,411,563</u>

The notes to the financial statements are an integral part of this statement.

City of Picayune
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
September 30, 2013

EXHIBIT 4

	General Fund	Airport Fund	Economic Development Fund	Gen Obligation Street Bonds Fund	Other Governmental Funds	Total Governmental Funds
REVENUES						
Property and Ad Valorem Taxes	\$ 1,813,719	\$ -	\$ -	\$ -	\$ 907,358	\$ 2,721,077
Licenses, Permits and Fees	826,421	-	-	-	-	826,421
Intergovernmental Revenue	652,564	-	-	-	-	652,564
Sales Tax	4,193,278	-	442,455	-	24	4,635,757
Charges for Services	-	5,236	-	-	-	5,236
Fines and Forfeits	373,311	-	-	-	65,523	438,834
Rents Charged	-	91,270	40,969	-	-	132,239
Grants	278,483	-	60,960	-	-	339,443
Other Revenue	185,502	-	18,458	1,896	17,179	223,035
Total Revenues	8,323,278	96,506	562,842	1,896	990,084	9,974,606
EXPENDITURES						
Current:						
General Government	2,679,157	-	-	239,862	-	2,919,019
Public Safety	4,973,809	-	-	-	171,350	5,145,159
Public Works	1,399,065	-	-	-	-	1,399,065
Culture and Recreation	-	-	-	-	-	-
Economic Development	22,780	99,540	353,985	-	-	476,305
Debt Service:						
Principal Retirement	-	-	-	-	1,237,748	1,237,748
Interest and Fiscal Charges	-	-	-	-	400,073	400,073
Total Expenditures	9,074,811	99,540	353,985	239,862	1,809,171	11,577,369
Excess (Deficiency) of Revenues Over Expenditures	(751,533)	(3,034)	208,857	(237,966)	(819,087)	(1,602,763)
OTHER FINANCING SOURCES (USES)						
Proceeds from Sale of Assets	-	-	8,722	-	-	8,722
Transfers In	935,156	-	-	195,782	723,198	1,854,136
Transfers Out	(668,100)	-	(265,755)	(427,328)	(207,828)	(1,569,011)
Total Other Financing Sources (Uses)	267,056	-	(257,033)	(231,546)	515,370	293,847
Net Change in Fund Balance	(484,477)	(3,034)	(48,176)	(469,512)	(303,717)	(1,308,916)
Fund Balances (Deficits) - Beginning	8,383,821	(759,806)	2,053,297	1,027,143	565,546	11,270,001
Fund Balances (Deficits) - Ending	\$ 7,899,344	\$ (762,840)	\$ 2,005,121	\$ 557,631	\$ 261,829	\$ 9,961,085

The notes to the financial statements are an integral part of this statement.

**City of Picayune
Reconciliation of the Statement of Revenues,
Expenditures and Changes in Fund Balances of Governmental Funds
to the Statement of Activities
September 30, 2013**

EXHIBIT 4.1

Net Change in Fund Balances - Total Governmental Funds	\$ (1,308,916)
<p>Amounts reported for governmental activities in the Statement of Activities are different because:</p>	
<p>Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is depreciated over their estimated useful lives.</p>	
Expenditures for Capital Assets	\$ 1,789,895
Less: Current Year Depreciation	<u>(1,442,365)</u> 347,530
<p>Repayment of principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Assets.</p>	
Principal Payments	1,237,748
<p>Some expenses in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.</p>	
Change in Long-term Compensated Absences	<u>(50,801)</u>
Change in Net Assets of Governmental Activities	<u>\$ 225,561</u>

The notes to the financial statements are an integral part of this statement.

City of Picayune
Statement of Net Assets
Proprietary Funds
September 30, 2013

EXHIBIT 5

	Enterprise Funds		
	Utility Fund	Cemetery Fund	Total
ASSETS			
Current Assets:			
Cash and Cash Equivalents	\$ 6,768,211	\$ 75,795	\$ 6,844,006
Investments	363,406	236,162	599,568
Accounts Receivable, net of allowance	779,294	-	779,294
Other Receivables	-	32,708	32,708
Prepaid Expenses	12,394	-	12,394
Inventory	138,064	148,202	286,266
Due from Other Funds	239,337	-	239,337
Total Current Assets	8,300,706	492,867	8,793,573
Noncurrent Assets:			
Capital Assets:			
Land	169,023	3,576	172,599
Buildings and Improvements	142,065	8,506	150,571
Machinery and Equipment	1,147,021	21,387	1,168,408
Infrastructure	12,171,863	-	12,171,863
Mobile Equipment	577,743	10,000	587,743
Construction in Progress	-	-	-
Less Accumulated Depreciation	(3,839,390)	(34,246)	(3,873,636)
Bond Issuance Costs, net of accumulated amortization	70,217	-	70,217
Total Noncurrent Assets	10,438,542	9,223	10,447,765
Total Assets	18,739,248	502,090	19,241,338
LIABILITIES			
Current Liabilities:			
Accounts Payable	813,196	1,050	814,246
Accrued Salaries and Taxes	58,502	-	58,502
Customer Deposits	669,483	-	669,483
Due to Other Funds	1,894,396	905	1,895,301
Current Portion of Long-term Debt	275,873	-	275,873
Total Current Liabilities	3,711,450	1,955	3,713,405
Noncurrent Liabilities:			
Compensated Absences Payable	91,880	3,338	95,218
Long-term Debt	6,476,435	-	6,476,435
Total Liabilities	10,279,765	5,293	10,285,058
NET ASSETS			
Invested in Capital Assets, Net of Related Debt	3,616,017	9,223	3,625,240
Restricted	1,032,889	236,162	1,269,051
Unrestricted	3,810,577	251,412	4,061,989
Total Net Assets	\$ 8,459,483	\$ 496,797	\$ 8,956,280

The notes to the financial statements are an integral part of this statement.

City of Picayune
Statement of Revenues, Expenses and Changes in Fund Net Assets
Proprietary Funds
September 30, 2013

EXHIBIT 6

	Enterprise Funds		
	Utility Fund	Cemetery Fund	Total
Operating Revenues:			
Charges for Services	\$ 4,686,021	\$ -	\$ 4,686,021
Plot Sales	-	23,422	23,422
Total Operating Revenues	4,686,021	23,422	4,709,443
Operating Expenses:			
Personnel Services	1,404,609	47,482	1,452,091
Supplies	321,369	8,319	329,688
Contractual Services and Other Charges	1,427,303	5,642	1,432,945
Utilities	101,717	1,161	102,878
Purchase of Gas	912,276	-	912,276
Depreciation and Amortization	306,323	1,392	307,715
Total Operating Expenses	4,473,597	63,996	4,537,593
Operating Income (Loss)	212,424	(40,574)	171,850
Nonoperating Revenues (Expenses):			
Other Miscellaneous Income	159,177	636	159,813
Proceeds from Asset Disposals	32,617	-	32,617
Interest Income	11,986	215	12,201
Grant Revenue	534,044	-	534,044
Transfers In	120,833	16,375	137,208
Transfers Out	(420,833)	-	(420,833)
Interest Expense	(131,452)	-	(131,452)
Total Nonoperating Revenues (Expenses)	306,372	17,226	323,598
Net Income (Loss)	518,796	(23,348)	495,448
Total Net Assets - Beginning	7,940,687	520,145	8,460,832
Total Net Assets - Ending	\$ 8,459,483	\$ 496,797	\$ 8,956,280

The notes to the financial statements are an integral part of this statement.

**City of Picayune
Statement of Cash Flows
Proprietary Funds
September 30, 2013**

EXHIBIT 7

	Enterprise Funds		
	Utility Fund	Cemetery Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES:			
Cash received from customers and users	\$ 4,686,021	\$ 23,422	\$ 4,709,443
Cash payments for personnel services	(1,404,609)	(47,482)	\$ (1,452,091)
Cash payments to suppliers and contractual services	(1,748,672)	(13,961)	\$ (1,762,633)
Cash payments for other charges	(1,125,951)	(8,756)	\$ (1,134,707)
Net cash provided (used) by operating activities	<u>406,789</u>	<u>(46,777)</u>	<u>360,012</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:			
Grant revenue	534,044	-	534,044
Miscellaneous revenue	191,794	851	192,645
Transfers (to) from other funds	(300,000)	16,375	(283,625)
Interest expense	(131,452)	-	(131,452)
Principal repayments	(159,037)	-	(159,037)
Proceeds from borrowings	3,391,973	-	3,391,973
Purchase of capital assets	(1,091,900)	-	(1,091,900)
Net cash provided (used) by capital and related financing activities	<u>2,435,422</u>	<u>17,226</u>	<u>2,452,648</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Investment earnings	11,986	215	12,201
Net cash provided (used) by investing activities	<u>11,986</u>	<u>215</u>	<u>12,201</u>
Net increase (decrease) in cash and cash equivalents	2,854,197	(29,336)	2,824,861
Cash and cash equivalents, October 1	3,914,014	105,131	4,019,145
Cash and cash equivalents, September 30	<u>\$ 6,768,211</u>	<u>\$ 75,795</u>	<u>\$ 6,844,006</u>
Reconciliation of operating income to net cash provided by operating activities:			
Net operating income (loss)	\$ 212,424	\$ (40,574)	\$ 171,850
Adjustments not affecting cash:			
Depreciation expense	306,323	1,392	307,715
Changes in assets and liabilities:			
(Increase) decrease in accounts receivable	(18,380)	-	(18,380)
(Increase) decrease in prepaid items	1,607	-	1,607
(Increase) decrease in inventory	(25,499)	-	(25,499)
(Increase) decrease in due from other funds	(27,575)	2,439	(25,136)
Increase (decrease) in accounts payable & accruals	(68,112)	(10,886)	(78,998)
Increase (decrease) in customer deposits	20,715	-	20,715
Increase (decrease) in due to other funds	5,286	852	6,138
Net cash provided (used) by operating activities	<u>\$ 406,789</u>	<u>\$ (46,777)</u>	<u>\$ 360,012</u>

The notes to the financial statements are an integral part of this statement.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- I. The City of Picayune, Mississippi incorporated under the laws of the State of Mississippi and situated in Pearl River County, operates under the council-manager form of government and provides the following services as authorized by its charter: Public Safety (Police and Fire), Public Works, Health and Welfare, Culture and Recreation, and General Administrative Services.

The accounting and reporting framework and the more significant accounting principles and practices are discussed in subsequent sections of this Note. The remainder of the notes is organized to provide explanation, including required disclosures, of the City's financial activities for the fiscal year ended September 30, 2013.

- II. The City's basic financial statements include the accounts of all City operations. The criteria for including as a component unit of the city, consists of oversight responsibility, special financing relationships, and scope of public services. Oversight responsibility is determined by the extent of financial interdependency, control over the selection of the governing authority and management, ability to significantly influence operations, and accountability for fiscal matters. Based on these criteria, the City has no component units.

Related Organizations

The Picayune School District has been excluded from the reporting entity, because it is an "other stand-alone government". The school district is a related organization of, but not a component unit of, the City of Picayune. The governing authorities of the City do select a majority of the school district's board, but do not have ongoing financial accountability for the school district.

Joint Ventures and Jointly Governed Organizations

Additionally during its evaluation of potential component units, management identified one joint venture, Partners for Pearl River County, and one jointly governed organization, Municipal Gas Authority of Mississippi.

A joint venture is a legal entity or other organization that results from a contractual arrangement and that is owned, operated, or governed by two or more participants as a separate and specific activity subject to joint control, in which the participations retain (a) an ongoing financial interest or (b) an ongoing financial responsibility. Generally, the purpose of a joint venture is to pool resources and share the costs, risks, and rewards of providing goods or services to the venture participants directly, or for the benefit of, the general public or specific service recipients.

A jointly governed organization is similar in nature to a joint venture in that it provides goods and services to the citizenry of two or more governments. However, it does not meet the definition of a joint venture because there is no ongoing significant financial interest or responsibility by the participating governments.

III. Government-Wide and Fund Financial Statements

Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net assets and the statement of changes in net assets) report financial information on all of the non-fiduciary activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The statement of activities demonstrates the degree of which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation

CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

of capital assets and include fees to developers. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

IV. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

(A) Basis of Accounting

The City complies with accounting principles generally accepted in the United States of American (GAAP) as applicable to governmental entities, and as prescribed by the Governmental Accounting Standards Board (GASB). GASB is the accepted standard-setting body for governmental accounting and financial reporting principles. Proprietary funds apply Financial Accounting Standards Board (FASB) pronouncements and Accounting Principles Board (APB) opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict with GASB pronouncements, in which, GASB prevails.

The government-wide financial statements report using the economic resources measurements focus and the accrual basis of accounting generally including the reclassification or elimination of internal activity (between or within funds). Proprietary and fiduciary fund financial statements also report using the same focus and basis of accounting although internal activity is not eliminated in these statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property tax revenues are recognized in the year for which they are levied. Grants and similar items are recognized as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements report using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. The City considers revenues to be available if they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. Major revenue sources susceptible to accrual include: Property taxes, licenses, intergovernmental revenues, and investment income. In general, other revenues are recognized when cash is received by the City.

Operating income reported in proprietary fund financial statements include revenues and expenses related to the primary, continuing operations of the fund. Principal operating revenues for proprietary funds are charges to customers for sales or services. Principal operating expenses are the costs of providing goods or services and include administrative expenses and depreciation of capital assets. Other revenues and expenses are classified as non-operating in the financial statements.

(B) Fund Types and Major Funds

Governmental Funds

The City reports the following major governmental funds:

General Fund – The general fund is the primary operating fund of the city. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Airport Fund – This special revenue fund accounts for the financial resources used for the acquisition, construction, and maintenance of the City operated airport.

Economic Development Fund – This special revenue fund accounts for the proceeds from the Tourism Sales Tax, and the sales of land in the industrial park that are used for economic development.

General Obligation Street Bond Fund – This special revenue fund accounts for the proceeds from the issuance of bonds to be used for certain capital projects and improvements.

Proprietary Funds

The City reports the following major proprietary funds:

Utility Fund – The utility fund accounts for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that costs (expenses, including depreciation) of providing water, garbage, and gas services to the general public on a continuing basis be financed or recovered primarily through user charges.

Cemetery Fund – The cemetery fund accounts for the activities and operation of the City operated cemetery.

(C) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

V. Assets, Liabilities, and Net Assets or Equity

(A) Cash and Investments

The City's cash and cash equivalents are primarily considered to be cash on hand and amounts held in demand deposits. For purposes of the statement of cash flows, short-term investments held in proprietary funds with a maturity date within three months of the date acquired by the City, if any, are considered to be cash equivalents.

State statutes authorize the City to invest in (1) direct obligations of the United States government, the payment of which the full faith and credit of the United States government is pledged, (2) certificates of deposit when insured or secured by acceptable collateral and (3) obligations of the State of Mississippi, or any county, municipality or school district of the State of Mississippi which have been approved by a reputable bond attorney or have been validated by the decree of the chancery court. Investments are recorded at costs, which approximated fair value.

(B) Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" or "advances to/from other funds."

Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

All trade, property tax, and fine receivables are shown net of an allowance for uncollectibles. An allowance has been provided in the general fund and the utility fund for estimated uncollectible ad valorem taxes receivable and utility charges. In the general fund, the allowance amount is estimated based on collections history. The allowance in the utility fund is estimated using accounts receivable past due 90 days or more. As of September 30, 2013, the allowance for uncollectible utility fund receivables is \$37,296 and the allowance for general fund receivables is \$3,909,655 which consists primarily of police fines.

(C) Prepaid Items

Payments made to vendors for services that will benefit periods beyond September 30, 2013, are recorded as prepaid items.

(D) Inventories

Inventories consist of natural gas stored with the City's supplier, cemetery plots, aviation fuel at the Picayune Municipal Airport, and parcels of land at the City's industrial park. Inventories are stated at cost utilizing the average cost valuation method for natural gas and aviation fuel and at historical cost for cemetery plots and land.

(E) Restricted Assets

Assets are reported as restricted when limitations on their use change the nature or normal understanding of the availability of the asset. Such constraints are either externally imposed by creditors, contributors, grantors, or laws. Restricted assets in the debt service fund are restricted for the payment of debt service. Restricted assets in the special revenue funds are restricted for economic development, recreation and for certain purposes as stated in the grant agreements. Restricted assets in the enterprise funds represent utility customer deposits subject to refund and amounts restricted for improvements. When both restricted and non-restricted assets are available for use, the policy is to use restricted assets first.

(F) Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), net of depreciation are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City generally capitalizes assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed. No interest cost was capitalized during the current fiscal year.

Property, plant, and equipment of the City are depreciated using the straight-line method over the following estimated useful lives:

Buildings	50 years
Building improvements	20 years
Public domain infrastructure	50 years
Utility system infrastructure	10 – 50 years
Machinery and equipment	3 – 15 years

CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(G) Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statements of net assets. Bond issuance costs and bond premiums and discounts are capitalized and amortized over the terms of the respective bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as deferred charges and amortized over the term of the related debt.

The governmental fund financial statements recognize the proceeds of debt and premiums as other financing sources of the current period. Issuance costs are reported as expenditures.

(H) Compensated Absences

The City's policy allows employees to accumulate unused vacation and sick leave. Full-time employees are granted vacation from 12 to 24 days per year depending on the employee's length of service. Retiring and terminating employees are paid for unused vacation up to a maximum of 240 hours. There is no liability for unpaid accumulated sick leave since sick pay is not paid upon termination of employment. All vacation pay is accrued when earned in the government-wide and proprietary fund financial statements. In the fund financial statements, a liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

The compensated absences liability was computed using the specific identification method whereby the actual number of vacation hours multiplied by the employee's hourly rate at September 30, 2013. The resulting liability is then increased to include social security and retirement contributions that the City is required to pay up on liquidation of the liability.

(I) Fund Balances

Fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. Governmental fund balance is classified as nonspendable, restricted, committed, assigned or unassigned. The following are descriptions of fund classifications used by the City:

Nonspendable fund balance includes items that cannot be spent. This includes amounts that are not in a spendable form (inventories, prepaid amounts, long-term portion of loans/notes receivable, or property held for resale unless the proceeds are restricted, committed, or assigned) and amounts that must legally or contractually be required to remain intact, such as a principal balance in a permanent fund.

Restricted fund balance includes amounts that have constraints placed upon the use of the resources either by an external party or imposed by law through a constitutional provision or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes pursuant to constraints imposed by a formal action of the Board, the City's highest level of decision-making authority.

Assigned fund balance includes amounts that are constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. For governmental funds, other than the general funds, this is the residual amount within the fund that is not restricted or committed.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

Unassigned fund balance is the residual classification for the general fund. This classification represents fund balance that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes within the general fund. The general fund should be the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it may be necessary to report a negative unassigned fund balance.

(J) Net Assets

Net assets represent the difference between assets and liabilities. Net assets invested in capital assets, not of related debt, consists of capital assets, net of accumulated depreciation, reduced by outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net assets are reported as restricted when there are limitations imposed on their use either through constitutional provisions or enabling legislation or through external restrictions imposed by creditors, grantors, laws, or regulations of other governments.

NOTE 2 - CASH AND OTHER DEPOSITS

(A) Cash

The carrying value of the City's deposits with financial institutions was \$14,095,407 and the bank balance was \$14,132,917 at September 30, 2013.

Custodial Credit Risk: State laws allows the City to invest in interest bearing time certificates of deposits for periods of fourteen days to one year with depositories and in obligations of the U.S. Treasury, State of Mississippi, or of any county, municipality or school district of the state. Further, the City may invest in certain purchase agreements.

The collateral for public entities deposits' in financial institutions is held in the name of the State Treasurer of Mississippi under a program established by Section 27-105-5 Miss. Code Ann. (1972)., Under this program, the entity's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, security pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the FDIC.

Interest Rate Risk: The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Concentration of Credit Risk: The City places no limit on the amount the City may invest in any one issuer.

The carrying amount of certificates of deposits is a reasonable estimate of their fair value.

(B) Investments

Mississippi municipalities may invest surplus funds in certificates of deposit with qualified depositories and in bonds and direct obligations of the United States of America; or the State of Mississippi; or any count, municipality or school district of the State of Mississippi which have been approved by a reputable bond attorney or have been validated by the decree of the chancery clerk.

At September 30, 2013, the City did not hold any certificates of deposit with maturity dates longer than one year.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 3 - RECEIVABLES

Receivables at September 30, 2013 consist of the following:

	Governmental <u>Activities</u>	Business-type <u>Activities</u>	Total <u>Government-wide</u>
Property and ad valorem tax	\$ 1,924,987	\$ -	\$ 1,924,987
Sales tax	723,160	-	723,160
Franchise tax	175,684	-	175,684
Fines receivable, gross	4,311,378	-	4,311,378
Accounts receivable, gross	-	816,590	816,590
Other receivables	(1,160)	32,708	31,548
Notes receivable	<u>987,954</u>	<u>-</u>	<u>987,954</u>
Total receivables, gross	8,122,003	849,298	8,971,301
Less: allowance for doubtful accounts	<u>(3,909,655)</u>	<u>(37,296)</u>	<u>(3,946,951)</u>
Total receivables, net	<u>\$ 4,212,348</u>	<u>\$ 812,002</u>	<u>\$ 5,024,350</u>

(A) Property Taxes

The City levies a tax on real and personal property based on the assessed value of property as compiled by the Pearl River County and Hancock County tax assessors from the information extracted from the County assessment tax rolls. The taxes on real property attach as an enforceable lien on the property as of January 1. Taxes on real and personal property are levied by the City Council at the first regular meeting in September. The City's tax assessment roll is then approved by the City Council after a series of public hearings to receive the citizens' objections. Such taxes are billed and collected by the City.

In accordance with Mississippi Code of 1972, as amended for code section 27-39-321, the Board may levy taxes in any amount for general revenue purposes and general improvements. However, taxes collected for the current year are limited to an increase of not more than 10% over receipts for any one of the preceding three years. For purposes of the computation, taxes collected in the current year resulting from the property added to the tax assessment roll are excluded from the computation.

(B) Notes Receivable

Brockway Building

On May 3, 2005, the City entered into an agreement with Farmer Fresh Produce International, LLC for the sale of the City's Brockway Building. The sales price of the building was \$1,100,000 at 2% interest per annum for a period of thirty years. Monthly payments of \$4,066 are due on the first day of each month. The sale is financed by the City. The agreement includes a special provision that the City incur \$35,000 to repair and modernize the Brockway Building's administrative offices. The City and the buyer agree that the special provision will be met by the buyer not paying the first eight payments and reducing the ninth payment. The balance of notes receivable as of September 30, 2013 was \$857,289 and is included as Notes Receivable in the Statement of Net Assets.

National Home Furnishings

On September 29, 2006, the City entered into an agreement with National Home Furnishings for the sale of City property and building. The sales price was \$157,000 at 7% interest per annum for a period of twenty years. Monthly payments of \$1,217 are due on the first day of each month. The sale is financed by the City. The balance of notes receivable as of September 30, 2013 was \$130,665 and is included as Notes Receivable in the Statement of Net Assets.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 4 – CAPITAL ASSETS

The following is a summary of changes in capital assets during the year ended September 30, 2013:

Governmental Activities	Beginning Balance	Increases	Decreases	Ending Balance
<i>Capital assets not being depreciated:</i>				
Land	\$ 2,192,438	\$ 210,000		\$ 2,402,438
Construction in Progress	8,366,882	162,798	(1,118,810)	7,410,870
Total capital assets not being depreciated	<u>10,559,320</u>	<u>372,798</u>	<u>(1,118,810)</u>	<u>9,813,308</u>
<i>Capital assets being depreciated:</i>				
Buildings and improvements	5,362,689	2,242,540		7,605,229
Machinery and equipment	1,303,330	52,366		1,355,696
Mobile equipment	3,713,131	98,147	(59,131)	3,752,147
Infrastructure	43,431,399	157,160	-	43,588,559
Total capital assets being depreciated	<u>53,810,549</u>	<u>2,550,213</u>	<u>(59,131)</u>	<u>56,301,631</u>
<i>Less accumulated depreciation for:</i>				
Buildings and improvements	(1,555,096)	(175,337)	-	(1,730,433)
Machinery and equipment	(937,905)	(297,288)	-	(1,235,193)
Mobile equipment	(2,537,453)	(85,449)	59,131	(2,563,771)
Infrastructure	(25,003,625)	(884,291)	-	(25,887,916)
Total accumulated depreciation	<u>(30,034,079)</u>	<u>(1,442,365)</u>	<u>59,131</u>	<u>(31,417,313)</u>
Total capital assets being depreciated, net	<u>23,776,470</u>	<u>1,107,848</u>	<u>-</u>	<u>24,884,318</u>
Governmental activities capital assets, net	<u>\$ 34,335,790</u>	<u>\$ 1,480,646</u>	<u>\$ (1,118,810)</u>	<u>\$ 34,697,626</u>

Depreciation expense was charged to governmental activities as follows:

General Government	\$ 878,005
Public Safety	62,954
Public Works	31,003
Culture and Recreation	92,973
Economic Development	377,430
Total Depreciation Expense	<u>\$ 1,442,365</u>

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 4 – CAPITAL ASSETS (Continued)

Business-type Activities	Beginning Balance	Increases	Decreases	Ending Balance
<i>Capital assets not being depreciated:</i>				
Land	\$ 172,599	\$ -	\$ -	\$ 172,599
Construction in progress	3,533,727		(3,533,727)	-
Total capital assets not being depreciated	<u>3,706,326</u>	-	<u>(3,533,727)</u>	<u>172,599</u>
<i>Capital assets being depreciated:</i>				
Buildings and improvements	103,202	47,369	-	150,571
Machinery and equipment	761,588	406,820	-	1,168,408
Mobile equipment	530,653	57,090	-	587,743
Infrastructure	8,057,515	4,114,348	-	12,171,863
Total capital assets being depreciated	<u>9,452,958</u>	<u>4,625,627</u>	-	<u>14,078,585</u>
<i>Less accumulated depreciation for:</i>				
Buildings and improvements	(34,758)	(4,566)	-	(39,324)
Machinery and equipment	(654,312)	(35,830)	-	(690,142)
Mobile equipment	(409,579)	(21,726)	-	(431,305)
Infrastructure	(2,469,772)	(243,093)	-	(2,712,865)
Total accumulated depreciation	<u>(3,568,421)</u>	<u>(305,215)</u>	-	<u>(3,873,636)</u>
Total capital assets being depreciated, net	<u>5,884,537</u>	<u>4,320,412</u>	-	<u>10,204,949</u>
Business-type activities capital assets, net	<u>\$ 9,590,863</u>	<u>\$ 4,320,412</u>	<u>\$ (3,533,727)</u>	<u>\$ 10,377,548</u>

NOTE 5 – LONG-TERM DEBT

Changes in long-term debt during the year ended September 30, 2013 are as follows:

	October 1, 2012	Additions	Reductions	September 30, 2013	Due Within One Year
Governmental Activities					
Bonds	\$ 11,410,500	\$ -	\$ (1,151,000)	\$ 10,259,500	\$ 1,189,300
Notes	1,728,513	16,672	(86,748)	1,658,437	91,694
Compensated Absences	515,541	50,801	-	566,342	-
Total	<u>\$ 13,654,554</u>	<u>\$ 67,473</u>	<u>\$ (1,237,748)</u>	<u>\$ 12,484,279</u>	<u>\$ 1,280,994</u>
Business-Type Activities					
Bonds	\$ 314,500	\$ 3,000,000	\$ (34,000)	\$ 3,280,500	\$ 140,700
Notes	3,238,872	391,973	(159,037)	3,471,808	135,173
Compensated Absences	104,928	-	(7,502)	97,426	-
Total	<u>\$ 3,658,300</u>	<u>\$ 3,391,973</u>	<u>\$ (200,539)</u>	<u>\$ 6,849,734</u>	<u>\$ 275,873</u>

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 5 – LONG-TERM DEBT (Continued)

(A) Bonds Payable

	October 1, 2012	Additions	Reductions	September 30, 2013	Due Within One Year
GENERAL GOVERNMENT:					
General Obligation Public Improvement Bonds, 2004	\$ 815,000	\$ -	\$ (105,000)	\$ 710,000	\$ 105,000
Special Obligation Bonds, 2004	2,455,000	-	(160,000)	2,295,000	165,000
General Obligation Public Improvement Bonds, 2005	610,500	-	(66,000)	544,500	69,000
General Obligation Public Improvement Bonds, 2006	805,000	-	(75,000)	730,000	80,000
General Obligation Bond Series, 2008	330,000	-	(50,000)	280,000	50,000
General Obligation Street Bonds, 2010	6,395,000	-	(695,000)	5,700,000	720,000
Total General Government	11,410,500	-	(1,151,000)	10,259,500	1,189,000
BUSINESS-TYPE:					
General Obligation Public Improvement Bonds, 2005	314,500	-	(34,000)	280,500	35,000
Utility System Revenue Bonds, 2013	-	3,000,000	-	3,000,000	105,000
Total Business-Type	314,500	3,000,000	(34,000)	3,280,500	140,000
TOTAL	\$ 11,725,000	\$ 3,000,000	\$ (1,185,000)	\$ 13,540,000	\$ 1,330,000

Principal and interest maturities are as follows:

Governmental Activities	Principal	Interest	Total Requirements
9/30/2014	1,194,300	333,865	1,528,165
9/30/2015	1,239,300	295,691	1,534,991
9/30/2016	1,287,600	257,171	1,544,771
9/30/2017	1,345,900	219,190	1,565,090
9/30/2018	1,407,500	180,460	1,587,960
Thereafter	3,784,900	343,832	4,128,732
Total	\$ 10,259,500	\$ 1,630,209	\$ 11,889,709

Business-Type Activities	Principal	Interest	Total Requirements
9/30/2014	140,700	92,000	232,700
9/30/2015	145,700	87,601	233,301
9/30/2016	152,400	83,051	235,451
9/30/2017	159,100	78,292	237,392
9/30/2018	162,500	73,924	236,424
Thereafter	2,520,100	604,843	3,124,943
Total	\$ 3,280,500	\$ 1,019,711	\$ 4,300,211

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 5 – LONG-TERM DEBT (Continued)

(A) Bonds Payable (continued)

GENERAL GOVERNMENT	Balance at 9/30/2013
General Obligation Public Improvement Bonds, 2004, dated March 1, 2004, \$1,500,000, variable interest currently at 2.875% that increases over the life of the bonds to 3.8%, payable in monthly installments beginning at \$75,000 on March 1, 2005 and increasi	\$ 710,000
Special Obligation Bonds, 2004, dated April 15, 2004, \$3,500,000 amount, variable interest currently at 4.0% that increases over the life of the bonds to 4.625%, payable in annual installments beginning at \$110,000 on July 1, 2005, and increasing annually	2,295,000
General Obligation Public Improvement Bonds, 2005, dated August 15, 2005, \$1,500,000 amount, variable interest currently at 2.2% that increases over the life of the bonds to 3.6%, payable in annual beginning at \$70,000 on July 1, 2006, and increasing annu	544,500
General Obligation Public Improvement Bonds, 2006, dated July 7, 2006, \$1,200,000 amount, fixed interest rate at 4.3%, payable in annual installments beginning at \$60,000 on May 1, 2007, and increasing thereafter up to \$105,000 until maturity on May 1, 20	730,000
General Obligation Bond Series, 2008, dated March 19, 2008, \$500,000 amount, fixed interest rate at 2.9%, payable in annual installments of \$40,000 on March 1, 2009, and increasing thereafter up to \$60,000 until maturity on March 1, 2018.	280,000
General Obligation Street Bonds, 2010, dated August 5, 2010, \$7,700,000 amount, variable interest currently at 3.4% that decreases over the life of the bonds to 2.9%, payable in annual installments beginning at \$640,000 on July 1, 2011, and increasing the	<u>5,700,000</u>
TOTAL GENERAL GOVERNMENT BONDS PAYABLE	<u>10,259,500</u>
 BUSINESS-TYPE	
General Obligation Public Improvement Bonds, 2005, dated August 15, 2005, \$1,500,000 amount, variable interest currently at 2.2% that increases over the life of beginning at \$70,000 on July 1, 2006, and increasing annually thereafter up to \$135,000 until	280,500
Combined Utility System Revenue Bonds, 2013, dated April 1, 2013, \$3,000,000, variable interest currently at 3.0%, principal payable in annual installments beginning at \$105,000 in 2014 and increasing annually thereafter up to \$205,000 at maturity in 2033	<u>3,000,000</u>
TOTAL BUSINESS-TYPE BONDS PAYABLE	<u>3,280,500</u>
TOTAL GENERAL GOVERNMENT AND BUSINESS-TYPE BONDS PAYABLE	<u>\$ 13,540,000</u>

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 5 – LONG-TERM DEBT (Continued)

(B) Notes Payable

	Balance at October 1, 2012	Additions (Reductions)	Balance at September 30, 2013	Due Within One Year
GENERAL GOVERNMENT				
MDA Loan No. 0524, bearing interest at 3%, maturing February 1, 2028	\$ 222,270	\$ (11,587)	\$ 210,683	\$ 11,939
MDA for drainage project, bearing interest at 3%, maturing September 1, 2014	53,119	(26,277)	26,842	26,842
MDA for drainage project, bearing interest at 4.65%, maturing January 1, 2015	17,386	(6,083)	11,303	6,372
MDA for airport infrastructure project, bearing interest at 3%, maturing June 1, 2022	148,358	(13,697)	134,661	14,114
MDA for airport infrastructure project, bearing interest at 3%, maturing June 1, 2022	37,230	(3,349)	33,881	3,451
FEMA Special Community Disaster Loan, bearing interest at 2.67%	735,419	16,672	752,091	-
MDA for airport infrastructure, bearing interest at 3%, maturing July 31, 2027	514,731	(28,121)	486,610	28,976
TOTAL GENERAL GOVERNMENT	1,728,513	(72,442)	1,656,071	91,694
BUSINESS-TYPE				
MS State Department of Health, Drinking Water Systems Improvements, bearing interest at 3.5%, maturing July 1, 2014	164,837	(11,284)	153,553	12,764
FEMA Special Community Disaster Loan, bearing interest at 2.93%	1,185,368	29,643	1,215,011	-
Bancorpsouth, interest at 4.32%, maturing September 3, 2014	57,160	(57,160)	-	-
Capital Improvements Revolving Loan for AMR project, bearing interest at 2%, maturing March 1, 2032	1,268,977	(53,995)	1,214,982	55,031
Capital Improvements Revolving Loan for water distribution project, bearing interest at 2%, maturing November 1, 2032	562,530	(21,166)	541,364	23,498
Capital Lease for Caterpillar 320EL, 5/9/2013, \$203,427 / 1.61% / 36 monthly payments of \$2,107.25 and a balloon payment of \$136,000 on 6/9/2016	-	194,231	194,231	22,384
Capital Lease for Caterpillar 305E Mini Hex Excavator, 7/22/2013, \$61,353 / 1.71% / 36 monthly payments of \$951.49 and a balloon payment of \$29,500 on 8/22/2016	-	59,624	59,624	10,525
Capital Lease for Caterpillar 420F Backhoe Loader, 5/9/2013, \$97,550 / 1.61% / 36 monthly payments of \$1,029.91 and a balloon payment of \$64,500 on 6/9/2016	-	93,044	93,044	10,971
TOTAL BUSINESS-TYPE	3,238,872	232,937	3,471,809	135,173
TOTAL GENERAL GOVERNMENT AND BUSINESS-TYPE NOTES PAYABLE	\$ 4,967,385	\$ 160,495	\$ 5,127,880	\$ 226,867

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 5 – LONG-TERM DEBT – Continued

(A) Notes Payable (Continued)

Principal and interest are as follows:

Governmental Activities	Principal	Interest	Total Requirements
9/30/2014	91,694	26,125	117,819
9/30/2015	65,190	23,608	88,798
9/30/2016	814,183	21,677	835,860
9/30/2017	63,525	19,788	83,313
9/30/2018	556,020	17,843	573,863
Thereafter	1,656,070	73,107	1,729,177
Total	<u>\$ 3,246,682</u>	<u>\$ 182,148</u>	<u>\$ 3,428,830</u>

Business-Type Activities	Principal	Interest	Total Requirements
9/30/2014	135,172	44,433	179,605
9/30/2015	137,933	41,662	179,595
9/30/2016	1,568,968	37,148	1,606,116
9/30/2017	97,679	32,962	130,641
9/30/2018	100,167	30,766	130,933
Thereafter	1,431,889	650,205	2,082,094
Total	<u>\$ 3,471,808</u>	<u>\$ 837,176</u>	<u>\$ 4,308,984</u>

Legal Debt Margin – The amount of debt, excluding specific exempted debt that can be incurred by the City is limited by state statute. Total outstanding debt during a year can be no greater than 15% of assessed value of the taxable property within the City, according to the then last completed assessment for taxation. However, the limitation is increased to 20% whenever a City issues bonds to repair or replace washed out or collapsed bridges on the public roads of the City. As of September 30, 2013, the amount of outstanding debt was equal to 20.82% of the latest property assessments.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 6 – INTERFUND TRANSACTIONS

(A) Interfund Receivables and Payables

Generally, outstanding balances between funds reported as “due to/from other funds” include outstanding charges by one fund to another for services or goods, subsidy commitments outstanding at year-end, and other miscellaneous receivables/payables between funds. Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are described as “due to/from other funds” (i.e., the non-current portion of interfund loans).

Fund	Governmental Type		Business Type	
	Due From	Due To	Due From	Due To
	Other Funds	Other Funds	Other Funds	Other Funds
General Fund	\$ 2,978,020	\$ 273,282	\$ -	\$ -
Court E&M Fund	19,412	-	-	-
Special Police Drug Fund	-	1,747	-	-
Economic Development Fund	10,823	-	-	-
Airport Fund	-	1,082,682	-	-
Sales Tax Fund	5,646	-	-	-
Unemployment Trust Fund	-	-	-	-
Debt Service Fund	-	226	-	-
Utility Fund	-	-	1,936	1,894,396
Cemetery Fund	-	-	-	905
Sewer Fund	-	-	237,401	-
Total	\$ 3,013,901	\$ 1,357,937	\$ 239,337	\$ 1,895,301

Summary of Due To / Due From	9/30/2013	
	Governmental	Business-Type
Due from other funds	\$ 3,013,901	\$ 239,337
Due to other funds	\$ (1,357,937)	\$ (1,895,301)
Net balance	\$ 1,655,964	\$ (1,655,964)

NOTE 7 – DEFICIT FUND NET ASSETS

At September 30, 2013, there is a deficit fund balance in the Airport Fund of \$762,840.

NOTE 8 – JOINT VENTURE AND JOINTLY GOVERNED ORGANIZATION

Joint Venture

Partners for Pearl River County (PFPRC) is a joint venture between the City, the City of Poplarville, and Pearl River County. PFPRC was organized to promote and develop the industrial, commercial, and economic welfare of Pearl River County. PFPRC is funded primarily by contributions received from its members. Each year the City determines the amount of support to be provided to PFPRC based on availability of City resources. Consequently, any potential future financial benefit or burden to the City resulting from activities performed by PRPRC is not determinable at this time.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 8 – JOINT VENTURE AND JOINTLY GOVERNED ORGANIZATION (Continued)

Jointly Governed Organization

The City is a member of the Municipal Gas Authority of Mississippi (MGAM), created as a local distribution company by Mississippi State Code Section 77-6-1 for the purpose of assisting municipal gas systems in the acquisition, transportation and management of adequate, dependable and economic natural gas supplies. Membership of MGAM at September 30, 2013 consists of approximately 17 municipalities or natural gas districts, all located in the State of Mississippi. Each voting member appoints one commissioner to MGAM's Board of Commissioners who has oversight responsibility of the operation of MGAM. The primary source of revenue for MGAM is from gas supply contracts with each of its members which require the members to take their entire gas supply or a fixed

portion from MGAM and require MGAM to provide that supply. MGAM is considered to be a jointly governed organization since no member can unilaterally control the financial or operating policies of MGAM and its members do not have an ongoing financial responsibility. The City entered into a gas supply contract for purchases of gas effective April 1, 2001, for an initial term of ten years with an option to extend the term of the Agreement by an additional 24 months at the expiration of the primary term. For the fiscal year ended September 30, 2013, payments to MGAM for gas purchases amount to \$912,276. The payments are included in utility "expenses" on the Statement of Activities and are included in "purchase of gas" on the Statement of Revenues, Expenses, and Changes in Fund Net Assets – Proprietary Funds.

NOTE 9 – RETIREMENT PLANS

The City of Picayune, Mississippi contributes to the Public Employees' Retirement System of Mississippi (PERS), a cost sharing multiple-employer defined benefit pension plan. PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State law and may be amended only by the State of Mississippi Legislature. PERS issues a publicly available financial report that includes financial statements and required supplementary information. That information may be obtained by writing to Public Employee Retirement System, PERS Building, 429 Mississippi Street, Jackson, MS 39201-1005 or by calling (601) 359-3589 or 1-800-444-PERS.

Funding Policy

PERS members are required to contribute 9.00% of their annual covered salary and the City of Picayune, Mississippi is required to contribute at an actuarially determined rate. The current rate is 14.26% of annual covered payroll. The contribution requirements of PERS members are established and may be amended only by the State of Mississippi Legislature.

NOTE 10 – COMMITMENTS AND CONTINGENCIES

(A) Litigation

The City is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of the City's legal counsel the resolution of these matters will not have a material effect on the financial condition of the City.

(B) Grants and Awards

Amounts received or receivable from grantor agencies are subject to audit and adjustment by the grantor agencies, principally federal and state governments. Any disallowed expenses, including amounts already collected, might constitute a liability of the applicable funds. The City does not believe any contingent liabilities are material.

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 10 – COMMITMENTS AND CONTINGENCIES (Continued)

(C) Operating Leases

In September 2011, the City renewed its lease agreement with the Picayune City School District for exclusive rights to operate and maintain a baseball park (15.5 acres known as Snyder Park). The lease was renewed for a period of twenty-five (25) years ending on the 26th day of September, 2036. The lease agreement requires the City to pay the School District \$13,199.80 annually on or before the anniversary date of the lease. The lease amount shall be adjusted the eighth and every subsequent eight year anniversary date of the commencement of the lease pursuant to the rent adjustment clause of the contract

In September 2011, the City entered into a lease agreement with the Picayune City School District for exclusive rights to operate and maintain a community park (9.91 acres). The lease is for a twenty-five (25) year term ending on the 26th day of September, 2036. The lease agreement requires the City to pay the School District \$8,439.36 annually on or before the anniversary date of the lease. The lease amount shall be adjusted the eighth and every subsequent eight year anniversary date of the commencement of the lease pursuant to the rent adjustment clause of the contract

(D) State Auditor's Investigation

In June 2005, the City requested that the State Auditor's Office investigate certain allegations of wrong doing in the Court Department. On August 1, 2009, Debi W. Cox, Special Agent for the Mississippi Office of the State Auditor, took possession of Picayune General Fund Receipt Warrant Books covering the time period of 10/25/2002 through 5/31/2005. No preliminary report on the findings has been made to date and, therefore, the potential affect of the investigation on financial statements is unknown.

NOTE 11 – RISK MANAGEMENT

(A) Self-Insurance – Workers Compensation Fund

The City is a member of the Mississippi Municipal Workers' Compensation Group, Inc, a non-profit corporation, which is a self-insurance worker's compensation fund organized under the non-profit laws of the State of Mississippi. The group is self-insured under statutory workers compensation protection. Members are jointly and severally liable for the obligations of the group. The possibility of additional liability exists, but that amount, if any, cannot be determined.

(B) Self-Insurance – Liability Fund

The City is a member of the Mississippi Municipal Liability Plan, a private non-profit corporation organized under the laws of the State of Mississippi. The Plan provides liability and tort claims insurance for its members according to limits established by the Mississippi Tort Claims Act. The Plan is totally self-insured with claims and expenses paid out of the premiums and the members are jointly and severally liable for any claims and expenditures beyond the premium base. The possibility of additional liability exists, but that amount, if any, cannot be determined.

The City has purchased commercial insurance policies for various risks of loss related to torts; theft, damage or destruction of assets; errors or omissions; injuries to employees; or acts of God. Payments of premiums for these policies are recorded as expenditures/expenses. Insurance settlements have not exceeded insurance coverage in any of the past three years. There were no significant reductions in coverage compared to the prior year.

REQUIRED SUPPLEMENTARY INFORMATION

**CITY OF PICAYUNE
BUDGETARY COMPARISON SCHEDULE (NON-GAAP BASIS) GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

REVENUES	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE
Taxes	\$ 1,980,921	\$ 2,023,758	\$ 1,813,719	\$ (210,039)
Licenses and permits	685,000	685,000	826,421	141,421
Intergovernmental	4,699,133	4,865,392	4,845,842	(19,550)
Charges for services	24,000	24,000	-	(24,000)
Fines & forfeits	360,700	390,700	373,311	(17,389)
Miscellaneous	20,500	308,413	-	(308,413)
Transfers	-	935,147	935,156	9
Interest earnings	20,000	20,000	19,954	(46)
Grants	-	-	278,483	278,483
Other revenue	-	-	165,548	165,548
Total revenues	<u>7,790,254</u>	<u>9,252,410</u>	<u>9,258,434</u>	<u>6,024</u>
Beginning Cash Balance	2,192,505	2,649,683	5,162,314	2,512,631
Total Revenues from All Sources	<u>9,982,759</u>	<u>11,902,093</u>	<u>14,420,748</u>	<u>2,518,655</u>
EXPENDITURES				
General Government	1,263,185	2,523,750	2,679,157	155,407
Public Safety	4,847,325	4,854,825	4,973,809	118,984
Public Works	1,375,574	1,424,074	1,399,065	(25,009)
Culture and Recreation	-	-	-	-
Economic Development	-	-	22,780	22,780
Aid to other governments	24,880	24,880	-	(24,880)
Transfers to other funds	278,547	510,621	668,100	157,479
Total expenditures	<u>7,789,511</u>	<u>9,338,150</u>	<u>9,742,911</u>	<u>404,761</u>
Ending Cash Balance	2,193,248	2,563,943	3,223,244	659,301
Total Expenditures from All Sources	<u>\$ 9,982,759</u>	<u>\$ 11,902,093</u>	<u>\$ 12,966,155</u>	<u>\$ 1,064,062</u>
Excess of revenue over expenditures	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,454,593</u>	<u>\$ 1,454,593</u>

**CITY OF PICAYUNE
BUDGETARY COMPARISON SCHEDULE (NON-GAAP BASIS) UTILITY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

REVENUES	ORIGINAL BUDGET	FINAL BUDGET	ACTUAL	VARIANCE
Charges for services	\$ 4,197,072	\$ 4,364,072	\$ 4,686,021	\$ 321,949
Miscellaneous	231,000	64,000	159,177	95,177
Transfers	-	-	120,833	120,833
Interest earnings	9,500	9,500	11,986	2,486
Grants	-	-	534,044	534,044
Other revenue	45,000	-	32,617	32,617
Total revenues	<u>4,482,572</u>	<u>4,437,572</u>	<u>5,544,678</u>	<u>1,107,106</u>
Beginning Cash Balance	2,241,300	2,241,300	3,914,014	1,672,714
Total Revenues from All Sources	<u>6,723,872</u>	<u>6,678,872</u>	<u>9,458,692</u>	<u>2,779,820</u>
 EXPENDITURES				
Personnel Services	1,398,486	1,396,935	1,404,609	7,674
Supplies	1,037,113	1,055,633	321,369	(734,264)
Contractual Services and Other Charge:	1,286,454	1,313,976	1,427,303	113,327
Utilities	-	-	101,717	101,717
Purchase of Gas	-	-	912,276	912,276
Depreciation and Amortization	-	-	306,323	306,323
Interest Expense	-	-	131,452	131,452
Capital Outlay	188,932	133,177	-	(133,177)
Debt Payments	410,209	-	-	-
Transfers to other funds	125,000	125,000	420,833	295,833
Total expenditures	<u>4,446,194</u>	<u>4,024,721</u>	<u>5,025,882</u>	<u>1,001,161</u>
Ending Cash Balance	2,277,678	2,277,678	6,768,211	4,490,533
Total Expenditures from All Sources	<u>\$ 6,723,872</u>	<u>\$ 6,302,399</u>	<u>\$ 11,794,093</u>	<u>\$ 5,491,694</u>
Excess of revenue over expenditures	<u>\$ -</u>	<u>\$ 376,473</u>	<u>\$ (2,335,401)</u>	<u>\$ (2,711,874)</u>

**CITY OF PICAYUNE
NOTE TO BUDGETARY COMPARISON SCHEDULES (NON-GAAP BASIS)
FOR YEAR ENDED SEPTEMBER 30, 2013**

A. Budgetary Information.

The City follows these procedures in establishing the budgetary date reflected in the financial statements:

Prior to August 1, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October. The operating budget includes proposed expenditures and the means of financing them. A public hearing is conducted at the City Hall to obtain taxpayer comments. No later than September 15, the budget is legally enacted through passage of an ordinance. Formal budgetary integration is employed as a management control device during the year for all Governmental and Proprietary Fund types. Budgets are adopted on a cash basis as required by State statute. All budgeted amounts presented in the accompanying financial statements are as originally adopted or as amended by the City Council.

The appropriated budget is prepared by fund, function, and department. Transfers of appropriations between departments require approval of the City Council. The legal level of budgetary controls is the department level.

SUPPLEMENTAL INFORMATION

**CITY OF PICAYUNE
SCHEDULE OF SURETY BONDS, FOR CITY OFFICIALS
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

Covered	Surety Company	Coverage Amount
Mayor	RLI Surety	\$ 100,000
Council Members	RLI Surety	100,000 each
City Manager	RLI Surety	50,000
City Clerk	RLI Surety	50,000
Deputy City Clerk	Fidelity and Deposit Company	50,000
City Inspector	RLI Surety	5,000
Police Chief	RLI Surety	5,000
Police Chief	RLI Surety	50,000
Police Department-Blanket Bond	RLI Surety	25,000
All Other Employees-Blanket Bond	Fidelity and Deposit Company	20,000

**CITY OF PICAYUNE
SCHEDULE OF EXPENDITURES FOR FEDERAL AWARDS
September 30, 2013**

<u>Federal Grantor/Pass-Through Grantor/Program Title</u>	<u>CFDA Number</u>	<u>Pass-Through Grantor's Number</u>	<u>Federal Expenditure s</u>
Environmental Protection Agency passed through the Mississippi Department of Environmental Quality Congressionally Mandated Projects	66.202		\$ 509,044 *
U.S. Department of Housing and Urban Development passed through the Mississippi Department Authority C.D.B.G. State Programs	14.228		8,401
U.S. Department of Homeland Security passed through the Mississippi Dept of Public Safety - Dept of Homeland Security Hazard Mitigation Grant	97.039		32,718
U.S. Department of Justice passed through the Mississippi Department of Public Safety: Edward Byrne Memorial Justice Assistance Grant	16.544		2,805
ARRA - Violence Against Women Formula Grants	16.588		<u>35,883</u>
			<u>38,688</u>
U.S. Department of Transportation passed through the Mississippi Department of Transportation Alcohol Countermeasures Program	20.607		48,483
Technical Assistance Grant	20.710		19,500
ARRA - Highway Planning and Construction	20.205		<u>29,084</u>
			<u>97,067</u>
TOTAL FEDERAL ASSISTANCE PROGRAMS			<u><u>\$ 685,918</u></u>

* Major Programs

**CITY OF PICAYUNE, MISSISSIPPI
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

NOTE 1: BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards is included in the federal grant activity of the City of Picayune, Mississippi, (the City) and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

NOTE 2: NON-CASH AWARDS

The City did not receive any non-cash awards during the fiscal year ended September 30, 2013.

See Independent Auditor's Report.

SPECIAL REPORTS

Keene, Bourne, Sanderson, Haigler & Eavenson, PA

CERTIFIED PUBLIC ACCOUNTANTS
(A Professional Association)

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Honorable Mayor, Members of the City
Council, City Manager, and City Clerk.
Picayune, Mississippi

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Picayune, Mississippi, as of and for the year ended September 30, 2013, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 18, 2014. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the City of Picayune, Mississippi, is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis.

MEMBERS:

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS | MISSISSIPPI SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
NATIONAL ASSOCIATION OF CERTIFIED VALUATION ANALYSTS | LOUISIANA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
ALABAMA SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As a part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Keene Bourne Sanderson Haigler and Eavenson PA
Certified Public Accountants

February 18, 2014

Keene, Bourne, Sanderson, Haigler & Eavenson, PA

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T. ASHTON HAIGLER, CPA, CVA
CHELLIE K. EAVENSON, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Honorable Mayor, Members of the City
Council, City Manager, and City Clerk.
Picayune, Mississippi

Compliance

We have audited the City of Picayune, Mississippi's, compliance with the types of compliance requirements described in the OMB *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2013. The City of Picayune, Mississippi's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the City of Picayune, Mississippi's management. Our responsibility is to express an opinion on the City of Picayune, Mississippi's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Picayune, Mississippi's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the City of Picayune, Mississippi's compliance with those requirements.

In our opinion, the City of Picayune, Mississippi, complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2013.

Internal Control Over Compliance

Management of the City of Picayune, Mississippi, is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered the City of Picayune, Mississippi's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on the internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with compliance requirements of a federal program will not be prevented, or detected and corrected, on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purposes described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Keene, Bourne, Sanderson, Haigler & Eavenson, P.A.

Keene Bourne Sanderson Haigler and Eavenson PA
Certified Public Accountants

February 18, 2014

Keene, Bourne, Sanderson, Haigler & Eavenson, PA

CERTIFIED PUBLIC ACCOUNTANTS
(A Professional Association)

JOHN M. KEENE, CPA
PAMELA W. BOURNE, CPA
C. RONALD SANDERSON, CPA
T. ASHTON HAIGLER, CPA, CVA
CHELLIE K. EAVENSON, CPA

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH STATE LAWS AND REGULATIONS

Honorable Mayor, Members of the City
Council, City Manager, and City Clerk
Picayune, Mississippi

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Picayune, Mississippi, as of and for the year ended September 30, 2013, which collectively comprise the City's basic financial statements and have issued our report thereon dated February 18, 2014. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

As required by the state legal compliance audit program prescribed by the Office of the State Auditor, we have also performed procedures to test compliance with certain state laws and regulations. However, providing an opinion on compliance with state laws and regulations was not an objective of our audit and, accordingly, we do not express such an opinion.

Due to the reduced scope, these compliance tests cannot and do not provide absolute assurance that all state legal requirements have been complied with. The results of our compliance tests and our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information disclosed no material instance of noncompliance with state laws and regulations.

This report is intended for the information of the City's management. However, this report is a matter of public record and its distribution is not limited.

Keene, Bourne, Sanderson, Haigler & Eavenson, P.A.

Keene Bourne Sanderson Haigler and Eavenson PA
Certified Public Accountants

February 18, 2014

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

**CITY OF PICAYUNE
Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2013**

Section 1: Summary of Auditor's Results

Financial Statements:

- | | |
|---|-------------|
| 1. Type of auditor's report issued on financial statements: | Unqualified |
| 2. Internal control over financial reporting: | |
| a. Material weakness identified? | No |
| b. Reportable conditions identified that is not considered to be a material weakness? | No |
| 3. Noncompliance material to the financial statements? | No |

Federal Awards:

- | | |
|--|-------------|
| 4. Internal control over major programs: | |
| a. Material weakness identified? | No |
| b. Reportable conditions identified that is not considered to be a material weakness? | No |
| 5. Type of auditor's report issued on compliance for major federal programs: | Unqualified |
| 6. Any audit finding(s) reported as requirements as required by Section __.510(a) of Circular A-133? | No |
| 7. Federal programs identified as major programs: | |
| Environmental Protection Agency – CFDA 66.202 – Wastewater Infrastructure Improvements Project – Sewer System Rehabilitation | |
| 8. The dollar threshold used to distinguish between type A and type B programs: | \$300,000 |
| 9. Auditee qualified as low-risk auditee? | Yes |
| 10. Prior fiscal year audit findings and questioned cost relative to federal awards which would require the auditee to prepare a summary schedule of prior audit findings as discussed in Section __.315(b) of OMB Circular A-133? | No |

Section 2: Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported by *Government Auditing Standards*.

Section 3: Federal Award Findings and Questioned Costs

The results of our tests did not disclose any findings and questioned costs related to federal awards.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR CHRISTY GOSS

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Christy Goss to attend the RPI Ideal Living Expo to be held in Philadelphia, PA from March 7-10, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM ST. TAMMANY BOX TO RE-SUBDIVIDE PROPERTY AT 205 STREET A

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request from St. Tammany Box located at 205 Street A to re-subdivide a 50 foot strip purchased from City of Picayune.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CHANGE ORDER #2 (SUMMARY) ON THE CITY WIDE OVERLAY PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve Change Order #2 (Summary) on the City Wide Overlay Project.

REGULAR MEETING FEBRUARY 18, 2014

Contract Change Order

OWNER: City of Picayune
 CONTRACTOR: Huey Stockstill, Inc.
 DATE: February 3, 2014
 CHANGE ORDER #: 2
 PROJECT NAME: 2010 City Wide Paving Project
 REASON FOR CHANGE: Adjust planned quantities to reflect actual quantities installed.

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

Item No.	Description of Change	Unit	Planned Quantity	Actual Quantity	Quantity Difference	Unit Cost	Total Contract Cost
620-A	Mobilization	LS	1.00	1.00	0.00	\$ 90,000.00	\$ -
618-A	Maintenance of Traffic	LS	1.00	1.00	0.00	\$ 11,000.00	\$ -
202-B	Removal of Concrete Pavement	SY	393.00	412.52	19.52	\$ 16.00	\$ 312.32
202-B	Removal of Concrete Curb & Gutter and Valley Curb	LF	800.00	1,246.00	446.00	\$ 8.00	\$ 3,568.00
203-A	Unclassified Excavation (FM) (AH)	CY	1,246.10	1,382.11	136.01	\$ 13.00	\$ 1,768.13
304-H	Size 610 Crushed Stone Base, (AEA)	CY	27.00	113.12	86.12	\$ 63.00	\$ 5,425.56
305-E	Stabilizer Aggregate, Fine (LVM)	CY	33.75	0.00	-33.75	\$ 23.00	\$ (776.25)
310-A	Mixing, Shaping & Compaction	SY	17,560.00	18,031.40	471.40	\$ 0.70	\$ 329.98
403-A	Hot Mix Asphalt, ST, 9.5 MM (Surface)	TON	63,838.20	60,396.28	-3,441.92	\$ 74.00	\$ (254,702.08)
403-A	Hot Mix Asphalt, ST, 9.5 MM (Base Repair)	TON	2,360.50	2,028.36	-332.14	\$ 100.00	\$ (33,214.00)
403-A	Hot Mix Asphalt, ST, 12.5 MM (Surface)	TON	2,320.80	1,913.33	-407.47	\$ 74.00	\$ (30,152.78)
403-B	Hot Mix Asphalt, ST, 9.5 MM, Leveling	TON	5,788.00	5,532.13	-255.87	\$ 74.00	\$ (18,934.38)
406-A	Cold Milling of Bituminous Pavement, All Depths	SY	191,814.00	183,501.71	-8,312.29	\$ 1.60	\$ (13,299.66)
503-A	6" and Variable 4,000 PSI Concrete Pavement, Broom Finish	SY	393.00	412.52	19.52	\$ 69.00	\$ 1,346.88
601-B	Class B, Structural Concrete, Minor Structures	CY	13.50	10.35	-3.15	\$ 1,200.00	\$ (3,780.00)
609-A	Concrete Gutter, Valley	LF	660.00	416.00	-244.00	\$ 20.00	\$ (4,880.00)
609-D	Combination Curb and Gutter	LF	140.00	806.00	666.00	\$ 25.00	\$ 16,650.00
613-D	Adjustment of Manholes	EA	577.00	474.00	-103.00	\$ 110.00	\$ (11,330.00)
613-D	Adjustment of inlets	EA	150.00	85.00	-65.00	\$ 600.00	\$ (39,000.00)
613-D	Adjustment of Valve Boxes	EA	181.00	127.00	-54.00	\$ 55.00	\$ (2,970.00)
626-A	6" Thermoplastic Traffic Stripe, Skip White	LF	21,058.00	23,724.00	2,666.00	\$ 0.50	\$ 1,333.00
626-B	6" Thermoplastic Traffic Stripe, Continuous White	LF	3,356.00	3,384.00	28.00	\$ 0.50	\$ 14.00
626-C	6" Thermoplastic Traffic Edge Stripe, Continuous White	LF	24,439.00	56,031.00	31,592.00	\$ 0.50	\$ 15,796.00
626-E	6" Thermoplastic Traffic Stripe, Continuous Yellow	LF	9,712.00	50,745.00	41,033.00	\$ 0.50	\$ 20,516.50
626-F	6" Thermoplastic Edge Stripe, Continuous Yellow	LF	24,262.00	24,054.00	-198.00	\$ 0.50	\$ (99.00)
626-G	Thermoplastic Detail Stripe, White	LF	12,934.00	17,211.50	4,277.50	\$ 1.00	\$ 4,277.50
626-G	Thermoplastic Detail Stripe, Yellow	LF	5,625.00	5,071.00	-554.00	\$ 1.00	\$ (554.00)
626-G	Thermoplastic Detail Stripe, Blue	LF	2,913.00	4,076.60	1,163.60	\$ 5.00	\$ 5,818.00
626-H	Thermoplastic Legend, White	LF	24,768.00	24,695.00	-73.00	\$ 1.00	\$ (73.00)
626-H	Thermoplastic Legend, White	SF	2,384.00	3,678.83	1,294.83	\$ 5.00	\$ 6,474.15

O:\1700\C047\Documents\Contract Documents\Change Orders\CCO2-City Wide Overlay (Summary).xlsx

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION OF \$500.00 FROM THE PEARL RIVER COUNTY HOME BUILDERS ASSOCIATION

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donation of \$500.00 from the Pearl River County Home Builders Association for the Police Department Summer Camp Fund.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO EXTEND AMBULANCE CONTRACT WITH AAA
AMBULANCE SERVICE**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to extend ambulance contract with AAA Ambulance Service for three (3) years.



Post Office Box 17889
Hattiesburg, Mississippi 39404-7889
Toll-Free In-State: 1-800-352-7494 • 601-264-2221

January 22, 2014

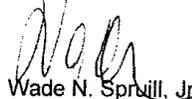
Mr. Adrain Lumpkin
Pearl River County Administrator
PO Box 569
Poplarville, MS 39470

Dear Adrain:

The contract between Pearl River County and AAA Ambulance Service will soon expire. As noted in the contract, services may continue by agreement of both parties. Please be advised that AAA wishes to extend this contract in its current form for an additional three years.

We enjoy our relationship with Pearl River County and are proud to be a part of the services provided to its citizens. Please contact me when appropriate about continuing this vital service for your area.

Respectfully,



Wade N. Spruill, Jr.
Chief Executive Officer

CC: Evan Dillard, President, AAA Ambulance Service Board of Directors
Keith Brown, Picayune Fire Chief
Bobby Strahan, Poplarville Fire Chief

Here For You Since 1965

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**AUTHORIZE OUT OF STATE TRAVEL FOR CHIEF KEITH BROWN TO ATTEND
26TH ANNUAL NATIONAL FIRE & EMERGENCY SERVICES SEMINAR**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize out of state travel for Chief Keith Brown to attend "26th Annual National Fire & Emergency Services" seminar, presented by Congressional Fire Services Institute, in Washington, DC, April 29- May 2, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, March 4, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, and City Clerk Amber Hinton. City Manager Jim Luke was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the Minutes for the City of Picayune dated February 18, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Valente, seconded by Council Member Stevens to acknowledge receipt of monthly budget report for the month of February 2014.

AF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 2/28/2014

Run: 2/27/2014 at 9:39 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	250,000	(250,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,562	58,112	32,775	25,337	74
351-000-341.02-000-000 GROUND LEASES	12,480	0	7,350	5,200	2,150	59
351-000-355.00-000-000 MISCELLANEOUS INCOME	0	30	30	0	30	0
351-000-374.00-000-000 FUEL SALES	6,000	213	1,680	2,500	(820)	28
Total Revenues	697,140	3,805	67,172	290,475	(223,303)	10
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,099	20,455	23,966	3,511	36
SUPPLIES	500	0	192	208	16	38
OUTSIDE SERVICES	55,640	1,039	17,730	23,184	5,454	32
CAPITAL OUTLAY	660,000	0	0	275,000	275,000	0
Total Airport Expenses	773,659	5,138	38,377	322,358	283,981	5
Total Expenditures	773,659	5,138	38,377	322,358	283,981	5
Excess Revenue Over (Under) Expenditures	(76,519)	(1,333)	28,795	(31,883)	(607,284)	38

**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014**

Run: 2/27/2014 at 9:38 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	300	72	324	125	199	108
406-000-340.00-000-000 INTEREST INCOME	250	0	61	104	(43)	24
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	24,167	28,750	(4,583)	35
406-000-392.00-000-000 SALE OF LOTS	20,000	2,680	14,699	8,333	6,366	74
Total Revenues	89,550	8,502	39,251	37,312	1,939	44
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,565	18,904	29,018	10,114	27
SUPPLIES	7,880	78	1,703	3,284	1,581	22
OUTSIDE SERVICES	3,269	171	644	1,362	718	20
CAPITAL OUTLAY	76,300	0	11,857	72,100	60,243	16
Total Cemetery Expenses	157,093	3,814	33,108	105,764	72,656	21
Total Expenditures	157,093	3,814	33,108	105,764	72,656	21
Excess Revenue Over (Under) Expenditures	(67,543)	4,688	6,143	(68,452)	(70,717)	9

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014**

Run: 2/27/2014 at 9:39 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	304	104	200	122
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,411	7,100	0	7,100	0
110-043-341.00-000-000 RENT	48,790	0	0	20,329	(20,329)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	7,952	(7,952)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	33,985	164,647	183,333	(18,686)	37
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	360	2,180	1,042	1,138	87
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	0	417	(417)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	42	(42)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	98	208	(110)	20
110-402-346.00-000-000 DONATIONS	0	0	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	11,667	(11,667)	0
Total Revenues	540,225	35,756	175,330	225,094	(49,754)	32
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	160	4,127	0	(4,127)	0
Total Sale of Lots Expenses	0	160	4,127	0	(4,127)	0
Recreation Expenses						
PERSONNEL	127,352	9,972	39,015	53,064	14,049	31
SUPPLIES	53,500	2,125	19,121	37,808	18,687	36
OUTSIDE SERVICES	114,000	9,763	19,950	47,500	27,550	18
Total Recreation Expenses	294,852	21,860	78,086	138,372	60,286	26
Retirement Development Expenses						
Total Expenditures	294,852	22,020	82,213	138,372	56,159	28
Excess Revenue Over (Under) Expenditures	245,373	13,736	93,117	86,722	(105,923)	38

B

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014

Run: 2/27/2014 at 9:40 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	1,299,183	0	417,079	541,326	(124,247)	32
001-000-201-00-000-000 AUTO AND MOBILE HOME	225,871	0	65,814	94,113	(28,299)	29
001-000-202-00-000-000 PERSONAL TAXES	414,947	0	50,741	172,895	(122,154)	12
001-000-203-00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	417	929	133
001-000-210-00-000-000 PENALTIES & INTEREST	30,000	0	2,304	12,500	(10,196)	8
001-000-214-00-000-000 TAX COLLECTION COSTS	65,300	0	18,173	27,208	(9,035)	28
001-000-220-00-000-000 PRIVILEGE LICENSES	40,000	770	5,446	16,667	(11,221)	14
001-000-220-01-000-000 LIQUOR PRIVILEGE TAX	3,825	0	1,350	1,594	(244)	35
001-000-221-00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	6,902	304,413	256,250	48,163	50
001-000-222-00-000-000 BUILDING PERMITS	46,000	2,682	46,679	19,167	27,512	101
001-000-223-00-000-000 PLANNING/ZONING APPLICATIONS	3,450	650	3,982	1,438	2,544	115
001-000-224-00-000-000 LOT CLEAN UP	20,000	0	3,095	8,333	(5,238)	15
001-000-225-00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226-00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241-00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	11,458	(11,458)	0
001-000-245-01-000-000 STATE WIRELESS FUND	8,657	0	0	3,607	(3,607)	0
001-000-247-02-000-000 BULLET PROOF VEST	8,060	0	1,420	3,358	(1,938)	18
001-000-250-00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	7,292	5,564	73
001-000-251-00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	0	58,333	(58,333)	0
001-000-253-25-000-000 USM PROJECT SAFE	0	0	4,636	0	4,636	0
NEIGHBORHOOD GRANT						
001-000-260-00-000-000 GENERAL SALES TAX	4,078,000	385,047	1,701,532	1,699,167	2,365	42
001-000-262-01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	23,390	(23,390)	0
001-000-262-02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	0	5,706	8,328	(2,622)	29
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	12,600	6,250	6,350	84
001-000-264-00-000-000 PRC ANIMAL SHELTER	6,500	752	3,192	2,708	484	49
001-000-271-00-000-000 ROAD & BRIDGE TAXES	220,000	0	60,819	91,667	(30,848)	28
001-000-276-00-000-000 SCHOOL PATROL	120,696	0	0	50,290	(50,290)	0
001-000-289-00-000-000 MUN COURT WARRANT OFFICER	13,000	170	4,078	5,417	(1,339)	31
001-000-330-00-000-000 COURT FINES & FEES	350,000	2,906	82,392	145,833	(63,441)	24
001-000-334-00-000-000 SPECIAL POLICE SERVICE	22,500	1,600	8,920	9,375	(455)	40
001-000-335-00-000-000 POLICE EQUIP ASSESSMENTS	1,200	151	932	500	432	78
001-000-336-05-000-000 COLLECTION FEE	100	0	69	42	27	69
001-000-336-10-000-000 MUNICIPAL COURT EVIDENCE	10,200	170	3,917	4,250	(333)	38
001-000-340-00-000-000 INTEREST EARNED	20,000	743	6,929	8,333	(1,404)	35
001-000-346-10-000-000 SUMMER YOUTH CAMP DONATION	0	0	500	0	500	0
001-000-348-02-000-000 ADOPT A FLOWERBED	14,000	820	820	0	820	0
001-000-355-00-000-000 MISCELLANEOUS INCOME	14,000	2,776	7,059	5,833	1,226	50
001-000-380-07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	31,200	(31,200)	0
001-000-380-08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0
001-000-393-00-000-000 SALE OF PROPERTY	0	0	10	0	10	0

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301.00-000-000 BRICK BY BRICK PROGRAM	0	50	350	0	350	0
PROCEEDS						
001-092-302.00-000-000 DEPOT BRICK PROGRAM	0	350	750	0	750	0
PROCEEDS						
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(172,000)	172,000	0
Total Revenues	7,577,522	406,539	2,896,194	3,157,302	(261,106)	38
Expenditures						
<u>Municipal Council Expenses</u>						
PERSONNEL	66,113	5,016	24,603	27,547	2,944	37
SUPPLIES	500	0	237	208	(29)	47
OUTSIDE SERVICES	64,150	1,218	19,624	26,729	7,105	31
CAPITAL OUTLAY	0	45,000	184,350	0	(184,350)	0
Total Municipal Council Expenses	130,763	51,234	228,814	54,484	(174,330)	175
<u>Municipal Court Expenses</u>						
PERSONNEL	269,077	19,015	95,587	112,116	16,529	36
SUPPLIES	4,000	0	1,147	1,667	520	29
OUTSIDE SERVICES	54,750	5,657	35,894	22,813	(13,081)	66
Total Municipal Court Expenses	327,827	24,672	132,628	136,596	3,968	40
<u>City Attorney Expenses</u>						
PERSONNEL	9,450	718	3,511	3,939	428	37
OUTSIDE SERVICES	20,000	838	9,268	8,333	(935)	46
Total City Attorney Expenses	29,450	1,556	12,779	12,272	(507)	43
<u>City Manager Expenses</u>						
PERSONNEL	97,355	8,198	37,790	40,565	2,775	39
SUPPLIES	7,500	0	1,146	3,124	1,978	15
OUTSIDE SERVICES	16,300	893	5,995	6,791	796	37
Total City Manager Expenses	121,155	9,091	44,931	50,480	5,549	37
<u>General Services Expenses</u>						
PERSONNEL	16,920	1,266	6,292	7,051	759	37
SUPPLIES	7,700	281	3,695	3,208	(487)	48
OUTSIDE SERVICES	219,200	7,917	155,445	91,332	(64,113)	71
Total General Services Expenses	243,820	9,464	165,432	101,591	(63,841)	68
<u>Financial Expenses</u>						
PERSONNEL	138,675	12,346	60,620	57,782	(2,838)	44
SUPPLIES	7,500	65	3,000	3,125	125	40
OUTSIDE SERVICES	69,400	10,780	27,129	28,916	1,787	39
Total Financial Expenses	215,575	23,191	90,749	89,823	(926)	42
<u>Code Enforcement Expenses</u>						
PERSONNEL	135,346	11,489	57,636	56,394	(1,242)	43
SUPPLIES	4,300	168	2,517	1,792	(725)	59
OUTSIDE SERVICES	21,650	858	9,073	9,020	(53)	42
Total Code Enforcement Expenses	161,296	12,515	69,226	67,206	(2,020)	43

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014**

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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>Police Administration Expenses</u>						
PERSONNEL	160,493	12,503	61,557	66,872	5,315	38
SUPPLIES	7,500	470	1,568	3,125	1,557	21
OUTSIDE SERVICES	61,013	3,810	22,233	26,642	4,409	36
CAPITAL OUTLAY	8,657	0	0	3,607	3,607	0
Total Police Administration Expenses	237,663	16,783	85,358	100,246	14,888	36
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,355,857	120,859	588,306	564,941	(23,365)	43
SUPPLIES	136,250	3,891	53,376	56,771	3,395	39
OUTSIDE SERVICES	103,500	6,374	47,266	43,125	(4,141)	46
CAPITAL OUTLAY	7,568	166	1,383	3,153	1,770	18
Total Patrol & Investigations Expenses	1,603,175	131,290	690,331	667,990	(22,341)	43
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	11,925	63,391	55,647	(7,744)	47
SUPPLIES	39,000	4,833	30,795	16,251	(14,544)	79
OUTSIDE SERVICES	15,500	237	4,652	6,458	1,806	30
Total Custody of Prisoners Expenses	188,054	17,055	98,838	78,356	(20,482)	53
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	389,410	31,191	142,176	162,254	20,078	37
SUPPLIES	8,500	0	2,804	3,541	737	33
OUTSIDE SERVICES	20,800	1,528	9,785	8,667	(1,118)	47
Total Records & Communications Expenses	418,710	32,719	154,765	174,462	19,697	37
<u>School Patrol Expenses</u>						
PERSONNEL	118,810	14,288	66,350	49,505	(16,845)	56
SUPPLIES	6,500	0	4,277	2,709	(1,568)	66
OUTSIDE SERVICES	2,750	434	1,278	1,146	(132)	46
Total School Patrol Expenses	128,060	14,722	71,905	53,360	(18,545)	56
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,294	11,341	12,555	1,214	38
SUPPLIES	1,280	64	1,039	534	(505)	81
OUTSIDE SERVICES	48,150	4,054	20,790	20,063	(727)	43
Total Animal Control Expenses	79,561	6,422	33,170	33,152	(18)	42
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	157,418	776,681	850,934	74,253	38
SUPPLIES	52,600	144	10,979	21,917	10,938	21
OUTSIDE SERVICES	73,063	4,636	41,551	30,443	(11,106)	57
Total Fire Department Expenses	2,167,904	162,198	829,211	903,294	74,083	38
<u>Streets & Drainage Expenses</u>						

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014**

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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	441,228	33,033	160,144	183,844	23,700	36
SUPPLIES	140,001	4,026	83,860	58,334	(25,526)	60
OUTSIDE SERVICES	321,200	29,803	179,983	133,833	(46,150)	56
CAPITAL OUTLAY	0	0	(1,576)	0	1,576	0
Total Streets & Drainage Expenses	902,429	66,862	422,411	376,011	(46,400)	47
Grounds & Beautification Expenses						
PERSONNEL	386,345	30,957	148,005	160,976	12,971	38
SUPPLIES	101,344	2,376	23,259	42,226	18,967	23
OUTSIDE SERVICES	20,950	1,642	13,090	8,729	(4,361)	62
Total Grounds & Beautification Expenses	508,639	34,975	184,354	211,931	27,577	36
Equipment Maintenance Expenses						
PERSONNEL	45,987	2,472	12,222	19,161	6,889	27
SUPPLIES	16,110	179	1,079	6,713	5,534	7
OUTSIDE SERVICES	10,300	826	4,296	4,291	(5)	42
Total Equipment Maintenance Expenses	72,397	3,477	17,597	30,165	12,568	24
Total Expenditures	7,536,478	618,246	3,332,499	3,141,419	(191,080)	44
Excess Revenue Over (Under) Expenditures	41,044	(211,707)	(436,305)	15,883	(70,028)	(1,063)

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 2/28/2014**

Run: 2/27/2014 at 9:40 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						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	3,269	3,125	144	44
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	783	0	783	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	150	10,072	8,333	1,739	50
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,560	22,820	22,500	320	42
405-000-355.00-000-000 MISC INCOME	112,000	6,612	31,981	46,667	(14,686)	29
405-000-355.01-000-000 MISC INCOME BAGS	4,000	200	1,169	1,667	(498)	29
405-000-360.01-000-000 METERED SALES WATER	1,666,138	131,881	648,926	690,058	(41,132)	39
405-000-360.02-000-000 METERED SALES GAS	1,818,615	344,494	1,128,343	757,756	370,587	62
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	200	775	833	(58)	39
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,432	63,178	60,417	2,761	44
405-000-365.00-000-000 GARBAGE REVENUE	915,000	80,814	403,555	381,250	22,305	44
405-000-383.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	42,181	0	42,181	0
Total Revenues	4,734,253	581,343	2,357,052	1,972,606	384,446	50
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	43,750	41,667	(2,083)	44
Total Intrafund Transfers Expenses	100,000	8,333	43,750	41,667	(2,083)	44
Utility Administration Expenses						
PERSONNEL	595,519	45,193	217,565	248,133	30,568	37
SUPPLIES	30,000	196	4,635	12,500	7,865	15
OUTSIDE SERVICES	220,250	12,200	107,170	91,772	(15,398)	49
Total Utility Administration Expenses	845,769	57,589	329,370	352,405	23,035	39
Director of Public Works Expenses						
PERSONNEL	161,940	13,844	62,800	67,476	4,676	39
SUPPLIES	15,930	0	1,743	6,638	4,895	11
OUTSIDE SERVICES	77,483	728	10,047	32,284	22,237	13
CAPITAL OUTLAY	70,904	0	68,650	69,737	1,087	97
Total Director of Public Works Expenses	326,257	14,572	143,240	176,135	32,895	44
Water Regulations Expenses						
PERSONNEL	40,780	3,514	18,058	16,991	(1,067)	44
SUPPLIES	23,511	27	3,068	9,796	6,728	13
OUTSIDE SERVICES	6,300	50	655	2,625	1,970	10
Total Water Regulations Expenses	70,591	3,591	21,781	29,412	7,631	31
Well and Pump Maintenance Expenses						
SUPPLIES	33,358	3,605	15,696	13,900	(1,796)	47
OUTSIDE SERVICES	67,216	6,755	37,524	28,007	(9,517)	56
Total Well and Pump Maintenance Expenses	100,574	10,360	53,220	41,907	(11,313)	53

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UF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 2/28/2014

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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>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	107,276	7,625	29,340	44,699	15,359	27
SUPPLIES	38,631	315	19,629	16,180	(3,449)	51
OUTSIDE SERVICES	34,149	367	8,991	14,229	5,238	26
CAPITAL OUTLAY	0	5,280	5,280	0	(5,280)	0
Total Utility Construction Expenses	180,256	13,587	63,240	75,108	11,868	35
<u>Water Operations Expenses</u>						
PERSONNEL	249,222	20,346	96,768	103,426	6,658	39
SUPPLIES	107,381	1,229	75,546	44,741	(30,805)	70
OUTSIDE SERVICES	19,981	523	13,440	8,325	(5,115)	67
CAPITAL OUTLAY	54,992	0	(31,952)	22,914	54,866	(58)
Total Water Operations Expenses	430,576	22,098	153,802	179,406	25,604	36
<u>Gas Operations Expenses</u>						
PERSONNEL	219,413	18,353	84,297	91,423	7,126	38
SUPPLIES	1,073,079	147,506	556,189	447,116	(109,073)	52
OUTSIDE SERVICES	83,336	12,799	33,322	34,723	1,401	40
CAPITAL OUTLAY	3,000,000	0	26,223	1,250,000	1,223,777	1
Total Gas Operations Expenses	4,375,828	178,658	700,031	1,823,262	1,123,231	16
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,518	437,096	337,500	(99,596)	54
Total Garbage Expenses	810,000	72,518	437,096	337,500	(99,596)	54
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	0	44,344	68,348	0	(68,348)	0
Total Loan Interest Expenses	0	44,344	68,348	0	(68,348)	0
Total Expenditures	7,239,851	425,650	2,013,878	3,056,802	1,042,924	28
Excess Revenue Over (Under) Expenditures	(2,505,598)	155,993	343,174	(1,064,196)	(658,478)	14

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON QUITCLAIM DEED

Motion was made by Council Member Valente, seconded by Council Member Stevens to authorize Mayor's signature on quitclaim deed to Larry Smith for 1986 taxes that matured to the City of Picayune.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the docket for March 4, 2014 in the amount of \$1,068,904.21.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPOINT CURTIS GASPER TO THE PEARL RIVER COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES

Motion was made by Council Member Valente, seconded by Council Member Stevens to appoint Curtis Gasper to the Pearl River County Library System Board of Trustees.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME MAYOR PINERO RECUSED HIMSELF FROM THE MEETING

APPOINT FRANK FORD TO PICAYUNE SCHOOL BOARD

Motion was made by Council Member Bumpers, seconded by Council Member Stevens to appoint Frank Ford to the Picayune School Board of Trustees

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: Council Member Gouguet

The motion was declared carried.

AT THIS TIME MAYOR PINERO RETURNED TO THE MEETING

APPROVE THE FY 2014 GENERAL FUND BUDGET AMENDMENT #1

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the FY 2014 General Fund Budget Amendment # 1.



	<u>ADOPTED</u> FY 2014 <u>GENERAL FUND</u>	<u>AMENDMENT #1</u> FY 2014 <u>GENERAL FUND</u>
<u>RECEIPTS:</u>		
LICENSE & PERMITS	\$ 701,000	701,000
INTERGOVERNMENTAL REVENUES	5,554,781	5,554,781
CHARGES FOR SERVICES	23,550	23,550
FINES & FORFEITS	396,900	396,900
MISCELLANEOUS	20,500	20,500
TRANSFERS	74,879	74,879
INTEREST EARNINGS	20,000	20,000
PROCEEDS FROM LOANS		
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	<u>6,791,610</u>	<u>6,791,610</u>
AMOUNT TO BE RAISED BY AD VALOREM TAX	<u>2,056,287</u>	<u>2,056,287</u>
TOTAL REVENUES	8,847,897	8,847,897
BEGINNING CASH RESERVE (CD)	<u>957,006</u> <u>1,500,000</u>	<u>957,006</u> <u>1,500,000</u>
TOTAL FROM ALL SOURCES	\$ <u>11,304,903</u>	<u>11,304,903</u>
<u>EXPENDITURES:</u>		
<u>GENERAL GOVERNMENT</u>		
PERSONNEL	\$ 788,383	788,383
SUPPLIES	35,500	35,500
OTHER SERVICES & CHARGES	477,400	477,400
CAPITAL OUTLAY	<u>0</u>	<u>40,000</u> Chiller-Historic City Hall
TOTALS	<u>1,301,283</u>	<u>1,301,283</u>
<u>PUBLIC SAFETY - POLICE</u>		
PERSONNEL	\$ 2,217,175	2,217,175
SUPPLIES	199,030	202,530 Reclassed funds from Services
OTHER SERVICES & CHARGES	249,620	245,120 Reclassed funds to Supplies
CAPITAL OUTLAY	<u>16,225</u>	<u>16,225</u>
TOTALS	<u>2,682,050</u>	<u>2,682,050</u>
<u>PUBLIC SAFETY - FIRE</u>		
PERSONNEL	\$ 2,042,241	2,042,241
SUPPLIES	52,600	52,600
OTHER SERVICES & CHARGES	73,063	73,063
CAPITAL OUTLAY		
TOTALS	<u>2,167,904</u>	<u>2,167,904</u>
<u>PUBLIC WORKS</u>		
PERSONNEL	\$ 873,561	873,561
SUPPLIES	257,455	257,455
OTHER SERVICES & CHARGES	352,450	352,450
CAPITAL OUTLAY	<u>0</u>	<u>10,000</u> SPCA Parking Lot
TOTALS	<u>1,483,466</u>	<u>1,493,466</u>

REGULAR MEETING MARCH 4, 2014

	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND
GRANTS		
CAPITAL OUTLAY	835,680	835,680
TOTALS	<u>835,680</u>	<u>835,680</u>
AID TO OTHER GOVERNMENTS	24,880	24,880
TRANSFERS TO OTHER FUNDS	359,785	359,785
OTHER	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES	8,855,048	8,855,048
ENDING CASH BALANCE	<u>2,449,855</u>	<u>2,439,855</u>
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ <u>11,304,903</u>	<u>11,304,903</u>

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE MEMORANDUMS OF UNDERSTANDINGS FOR THE SAFE ROUTES TO SCHOOL PROJECT AT WEST SIDE ELEMENTARY AND THE HWY 43 LIGHTING/MEMORIAL BLVD OVERLAY PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to acknowledge Memorandums of Understandings for the Safe Routes to School Project at West Side Elementary (SRSP-0400-00(029)LPA/106711-40100) and the Hwy 43 Lighting/Memorial Blvd Overlay Project (STP-0400-00(030)LPA/106715-701000).

1.6.2014 Bookpage

REPLACEMENT
Memorandum of Understanding

STP-0400-00(030)LPA/106715-701000
Lighting along SR43 and Mill & Overlay Memorial Boulevard
Picayune, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Picayune, a Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements including, but not limited to, installation of lighting along SR43 between Interstate 59 and Hwy 11, mill & overlay Memorial Boulevard from approximately 300 feet west of Blanks Avenue to Interstate 59; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 248,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before September 15, 2014. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of

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Lighting along SR43, Mill & Overlay Memorial Blvd
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the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of

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Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the

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improvements that are not covered by federal funds are borne by the LPA.

2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251,

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et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or

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subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Edward Pinero, Jr.
Mayor
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Phone: (601) 798-9770
Fax: (601) 798-0564

For Technical Matters:

COMMISSION:
David H. Seyfarth, PE, PS
District LPA Coordinator – District VI
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Eric Morris
Director of Public Works
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Phone: (601) 799-0602
Fax: (601) 798-0564

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

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neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Picayune

Edward Pinero, Jr., Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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REPLACEMENT
Memorandum of Understanding

SRSP-0400-00(029)LPA/106711-401000
Safe Routes to School Project at West Side Elementary
Picayune, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Picayune, a Local Public Agency, "LPA" (hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize SRSP funds and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements including, but not limited to, a safe routes to school project leading to West Side Elementary; (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 100,000.00 in federal funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2015. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into

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the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies necessary for the PROJECT including, but not limited to, project activation, consultant selection, request and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

8. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the

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Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a .

10. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees that any project that uses federal funds shall be properly maintained at all times. If such required maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency.

14. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

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2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.
- D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251,

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et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

F. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure to deal with all storm water issues as defined in the permit and/or PDM.
- j. Failure to properly maintain any project that uses federal funds may cause future federal funds to be withheld for any projects in the jurisdiction of the local agency.
- k. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or

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subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Edward Pinero, Jr.
Mayor
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Phone: (601) 798-9770
Fax: (601) 798-0564

For Technical Matters:

COMMISSION:
David H. Seyfarth, PE, PS
District LPA Coordinator – District VI
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Eric Morris
Director of Public Works
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Phone: (601) 799-0602
Fax: (601) 798-0564

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will

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SRSP-0400-00(029)LPA/106711-401000
SRSP at West Side Elementary
City of Picayune

1.6.2014 10:05:06

neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

REMAINDER OF PAGE INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Picayune

Edward Pinero, Jr., Mayor

Attested:

(Appropriate clerk etc)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR THE 2014-2015 STOP VIOLENCE AGAINST WOMAN PROGRAM GRANT

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve request to apply for the 2014-2015 STOP Violence Against Woman Program grant.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR A GRANT FROM THE LOWER PEARL RIVER VALLEY FOUNDATION

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve request to apply for a grant from the Lower Pearl River Valley Foundation to help develop the five acre green space on Goodyear Blvd.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE OF APRIL 1, 2014 FOR A PUBLIC HEARING ON PROPERTY CLEAN-UP

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to set a date of April 1, 2014 for a Public Hearing on property clean-up on the following properties:

- | | | |
|-----------------------|------------|-------------------------|
| 1. South Blanks Ave. | PPIN 26982 | parcel 6176140040404300 |
| 2. 603 S. Blanks Ave. | PPIN 26992 | parcel 6176140040500500 |
| 3. 112 Glenwood St. | PPIN 24110 | parcel 6175150020203400 |
| 4. 960 Shirley Dr. | PPIN 25080 | parcel 6175210020204000 |

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE THE PRELIMINARY ENGINEERING CONTRACT FOR THE WEST SIDE
ELEMENTARY SIDEWALK ENHANCEMENT PROJECT**

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Preliminary Engineering Contract for the West Side Elementary Sidewalk Enhancement Project # SRSP-0400-00(029)LPA/106711-7401000.

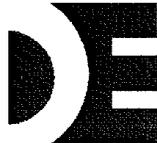
**THE CITY OF PICAYUNE
PRELIMINARY ENGINEERING CONTRACT
FOR
CITY OF PICAYUNE –
WEST SIDE ELEMENTARY
SIDEWALK ENHANCEMENT PROJECT
PROJECT NO. SRSP-0400-00(029)LPA/106711-701000
PEARL RIVER COUNTY, MS**

PICAYUNE, MS

February 2014



Prepared By:



DUNGAN ENGINEERING, P.A.
925 GOODYEAR BOULEVARD
PICAYUNE, MISSISSIPPI 39466
(601) 799-1037

SET NO. ___

ESC
Rev. 08/28/04 (Base)
Rev. 1/13/14 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Picayune – West Side Elementary Sidewalk Enhancement
Project No. ***SRSP-0400-00(029)LPA/106711-401000***
Pearl River County

THIS CONTRACT, is made and entered into by and between the ***City of Picayune***, a body Politic of the State of Mississippi (the "LPA"), and, ***Dungan Engineering, P.A.*** (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***925 Goodyear Boulevard***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform a **Sidewalk Enhancement along Sixth Avenue from approximately Kirkwood Street to approximately Elmwood Street**, as provided for in Project No. goes here, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOJ or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

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Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **February 15, 2015, 5:00 PM CDT**, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

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The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has sufficient coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work

including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its

CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *insert County name here* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *insert County name here*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative

REGULAR MEETING MARCH 4, 2014

Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA: City of Picayune
Fax (601) 798-0564
Email: picstaffasst@bellsouth.net

For Contractual Matters:
Ed Pinero, Jr., Ph.D., Mayor
Mayor, City of Picayune
815 N. Beech Street
Picayune, MS 39466
601-798-9770
601-798-0564
picstaffasst@bellsouth.net

For Technical Matters:
Eric Morris, Public Works Director
Public Works Director, City of Picayune
815 N. Beech Street
Picayune, MS 39466
601-798-9770
601-798-0564
emorris@picayune.ms.us

CONSULTANT:

Dungan Engineering, P.A.

For Contractual Matters:
Brooks Wallace, P.E.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
brooks@dunganeng.com

For Technical Matters:
Vernon Moore, P.E.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
vernon@dunganeng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 17699
Surveyor # NA
Or
Architect's # NA

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E. # 19048
Surveyor # NA
Or
Architect's # NA

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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF PICAYUNE

Ed Pincro, Jr., Ph.D, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

DUNGAN ENGINEERING, P.A.

BY: _____
Brooks Wallace, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

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REGULAR MEETING MARCH 4, 2014

UNANIMOUS CONSENT TO ACTION BY THE DIRECTORS OF
DUNGAN ENGINEERING, P.A.
IN LIEU OF THE ANNUAL MEETING OF DIRECTORS

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., a Mississippi Corporation, do hereby, pursuant to Mississippi Code Annotated Section 79-4-8.21, consent to the following actions undertaken in the name of and on behalf of the directors of the corporation, without the necessity of a meeting, in lieu of the annual meeting of the directors:

RESOLVED:

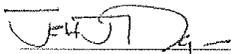
The following employees in their respective positions listed below are authorized to execute contracts on behalf of Dungan Engineering, PA.

H. Les Dungan III, Corporate President and Principal Engineer
J. Lee Mock, Corporate Vice President and Principal Engineer
Brooks Wallace, Corporate Vice President and Principal Engineer
Jeff J. Dungan, Corporate Secretary-Treasurer and Principal Engineer
Jeremy Cooper, Survey Manager
Dewayne Morea, Materials Testing Manager
Ryan Holmes, Engineering Manager Brookhaven Office
Sean Burns, City of Columbia Engineer
Stephen Sowell, Structural Engineer

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., have executed this unanimous consent action as of the ~~19th~~^{20th} day of January 2011, A.D.



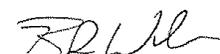
H. Les Dungan, III, Director



Jeff J. Dungan, Director



J. Lee Mock, Director



Brooks R. Wallace, Director

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SCOPE OF WORK

The scope of this project is to provide the LPA with final contract documents to perform a non-reinforced sidewalk enhancement along Sixth Avenue from approximately Kirkwood Street to approximately Elmwood Street. The work would include the design of a non-reinforced sidewalk, striping, signage, drainage and a pedestrian bridge which will in turn provide a safer path for students traveling to and from West Side Elementary.

When in conflict between this CONTRACT and the Local Public Agency (LPA) Project Development Manual for Local Public Agencies (PDM), the PDM will govern.

Project design will be in accordance, where applicable, with the MDOT Roadway Design Manual and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's FTP site, AASHTO's Policy on Geometric Design of Highways and Streets, MDOT's Standard Drawings, MDOT's Roadways CADD Manual, MDOT Standard Specification for Road and Bridge Construction (Redbook), Manual on Uniform Traffic Control Devices (MUTCD), MDOT Survey Manual and 28CFRPart36. The latest edition of the aforementioned shall be used.

PRELIMINARY PLANS

The CONSULTANT shall prepare and submit preliminary plans for the project to include:

- Title Sheet(s)
- Typical sections (if any)
- Site plan

Two (2) sets of PRELIMINARY plans shall be submitted to the LPA for review and approval. Allow approximately three (3) weeks for review by the LPA.

FIELD REVIEW

A field review will be conducted upon submittal of Preliminary Plans. The Field Inspection will include representatives from the CONSULTANT and the LPA and MDOT staff as available.

After the field review is conducted, the CONSULTANT shall commence with development of final construction plans.

FINAL CONTRACT PLANS

Subsequent to the field review, the CONSULTANT shall make all necessary changes which arise during the inspection and commence with the development of final construction plans including final quantities and construction cost estimates

Final contract plans will include:

- Title sheet
- Index and general notes
- Typical sections

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- Site plan sheet
- Quantities
- Special design sheets (if any)
- Traffic control plan
- And all notes and data used to develop the plans.

The progression of work is to proceed in accordance with the attached agreed upon Project schedule. The project will be developed in a format consistent with the requirements of the PDM which is summarized in the following three (4) basic milestones and submitted through the LPA to the MDOT:

Milestone #1 – FIELD REVIEW. This submission comes after the activation of the project, execution of the Memorandum of Understanding (MOU), approval of the environmental document and at a point where the design is 50% as pre-determined in the pre-design meeting. The plans (if utilized) shall include the required sheets as specified by the PDM as well as an engineer's cost estimate.

Milestone #2 – OFFICE REVIEW. This submission comes when the design is approximately 90% complete and after the LPA and its Consultant address the comments from the field review. The plans (if utilized) shall include the required sheets as specified by the PDM as well as a revised and updated engineer's cost estimate.

Milestone #3 – PS&E ASSEMBLY. Plans, Specification and Estimate. This submission comes when the design is approximately 100% complete and after the LPA and its Consultant address the comments from the Office Review, obtain any necessary permits and when the plans (if utilized) are complete.

Milestone #4 - ADVERTISING AND RECEIPT OF BIDS. Bid solicitation, review, tabulation and recommendation to award.

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EXHIBIT 3

The LPA shall pay the CONSULTANT on a lump sum / firm-fixed-price basis of \$10,030.20 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs, profit and any other costs attributable to this CONTRACT.

A lump sum / firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the CONSULTANT'S cost experience in performing the assignment.

The monthly billing shall be based on the completion of each milestone relative to its payment, as provided on "Table 1: Billing Milestones" of this Exhibit, as approved by the LPA for this CONTRACT.

Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT.

Table 1: Billing Milestones

Milestone number	Milestone	Payment
#1	Field Review	\$3,552.42
#2	Office Review	\$3,401.57
#3	PS&E Assembly	\$2,809.99
#4	Advertising and Receipt of Bids	\$266.21

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

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EXHIBIT 4
 SAMPLE INVOICE
 [Lump Sum]

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 P. O. BOX 1850
 JACKSON, MS 39215-1850

DATE:

ATTENTION: _____

INVOICE NO. 0000
 PERIOD _____, 20__ THROUGH _____, 20__
 PROFESSIONAL SERVICES IN ACCORDANCE WITH
 CONTRACT DATED _____, 20__,
 PROJECT NUMBER _____
 PROJECT DESCRIPTION _____

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
Contract Max \$ _____			
Milestone number 1	\$	\$	\$
Milestone number 2	\$	\$	\$
Milestone number 3	\$	\$	\$
Milestone number 4	\$	\$	\$
Milestone number 5	\$	\$	
\$			

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Milestone #1

City of Picayune / Dungan Engineering, P.A. SRSP-0400-00(029)LPA/106711-401000 Kirkwood Street and Elmwood Street			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	5	\$40.00	\$200.00
Engineer	5	\$25.00	\$125.00
CADD			\$0.00
Clerical			\$0.00
Survey Manager	4	\$35.00	\$140.00
Engineering Tech I		\$22.00	\$0.00
Lab Tech I		\$20.00	\$0.00
Party Chief	16	\$20.00	\$320.00
Instrument Operator	16	\$15.00	\$240.00
Rodman No. 1	16	\$11.00	\$176.00
			\$0.00
Raw Labor			\$1,201.00
Overhead Rate	163.24 %		\$1,960.51
Total Labor + O/H			\$3,161.51
Fixed Fee	12 %		\$379.38
FCCM Overhead	0.96 %		\$11.53
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Subconsultant A			\$0.00
Subconsultant B			
Subconsultant C			
Subconsultant D			
Subconsultant E			
Total Subconsultant Cost			\$0.00
¹ See State Travel Handbook			
² All subs must provide back-up and contain MDOT approved overhead rates			
Project Total			\$3,552.42

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**Delineation of Engineering Cost Breakdown
Kirkwood Street and Elmwood Street
Pearl River County
SRSP-0400-00(029) LPA/106711-40100**

Dungan Engineering, P.A.

Item Description	No.		Estimated Hours						Total Hours
	Sheets	Project Manager	Engineer	Survey Manager	Party Chief	Instrument Operator	Rodman No. 1		
MDOT Process:									
Project Activation									
LPA 100		0.5						1	
LPA 700/800		0.5						1	
Kickoff Meeting		1						1	
Environmental Documentation									
Wetland Investigation									
ENV-160		0.5						1	
Field Review									
Print and Distribute Plans			0.5					1	
Staking/Utility Locate Coord				4	16	16	16	52	
Conduct Plan in Hand review			1					1	
Prepare Field Review Report		1	2					3	
Modify Plans per review comments		1.5	1.5					3	
Office Review									
Print Plans and Specifications									
Compile Design Notebook									
Prepare ROW/Util Status Report									
Develop Specifications									
Prepare Construction Estimate									
Assemble and Distribute PS&E									
Conduct Plan Review									
Prepare Office Review Report									
Modify Plans per review comments									
Permits									
NPDES									
USACE									
MDOT									
PS&E Assembly									
Right of Way Certification									
Utility Certification									
Encroachment Certification									
Hazardous Waste Certification									
Asbestos Abatement Certification									
Compose Letters									
Compile Forms									
Print Plans									
Assemble Specifications									
Material Checklist									
MDOT Coordination									
Advertisement									
Print Plans and Specifications									
Prepare Advertisement									
Bidder Coordination									
Receive & Evaluate Bids									
Assemble Bids and Submit									
Survey									
Plans:									
Title Sheet									
Detailed Index									
General Notes									
Summary of Quantities									
Estimated Quantities									
Plan Sheets 1"=20'									
Misc. Details									
Quality Control									
Totals		5	5	4	16	16	16	62	

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Labor Rates	\$40.00	\$25.00	\$35.00	\$20.00	\$15.00	\$11.00		
Labor Cost	\$200.00	\$125.00	\$140.00	\$320.00	\$240.00	\$176.00	\$0.00	\$1,201.00
					Overhead	%	163.24%	\$1,960.51
					Total Labor and Overhead			\$3,161.51
					Fixed Fee	%	12.00%	\$379.38
					FCCM Overhead	%	0.96%	\$11.53

<u>Direct Costs:</u>	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00

¹ See State Travel Handbook

Total Direct Costs: \$0.00

Total: \$3,552.42

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Milestone #2

City of Picayune / Dungan Engineering, P.A. SRSP-0400-00(029)LPA/106711-401000 Kirkwood Street and Elmwood Street			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	10	\$40.00	\$400.00
Engineer	30	\$25.00	\$750.00
CADD			\$0.00
Clerical			\$0.00
Survey Manager		\$35.00	\$0.00
Engineering Tech I		\$22.00	\$0.00
Lab Tech I		\$20.00	\$0.00
Party Chief		\$20.00	\$0.00
Instrument Operator		\$15.00	\$0.00
Rodman No. 1		\$11.00	\$0.00
			\$0.00
Raw Labor			\$1,150.00
Overhead Rate	163.24 %		\$1,877.26
Total Labor + O/H			\$3,027.26
Fixed Fee	12 %		\$363.27
FCCM Overhead	0.96 %		\$11.04
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Subconsultant A			\$0.00
Subconsultant B			
Subconsultant C			
Subconsultant D			
Subconsultant E			
Total Subconsultant Cost			\$0.00
Project Total			\$3,401.57

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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**Delineation of Engineering Cost Breakdown
Kirkwood Street and Elmwood Street
Pearl River County
SRSP-0400-00(029) LPA/106711-40100**

Dungan Engineering, P.A.

Item Description	No.		Estimated Hours						Total Hours
	Sheets	Project Manager	Engineer	Survey Manager	Party Chief	Instrument Operator	Rodman No. 1		
MDOT Process:									
Project Activation									
LPA 100									
LPA 700/800									
Kickoff Meeting									
Environmental Documentation									
Wetland Investigation									
ENV-160									
Field Review									
Print and Distribute Plans									
Staking/Utility Locate Coord									
Conduct Plan in Hand review									
Prepare Field Review Report									
Modify Plans per review comments									
Office Review									
Print Plans and Specifications		1	1					2	
Compile Design Notebook		1	3					4	
Prepare ROW/Util Status Report		1	3					4	
Develop Specifications		1	9					10	
Prepare Construction Estimate		1	1					2	
Assemble and Distribute PS&E		1	9					10	
Conduct Plan Review		1	1					2	
Prepare Office Review Report		2	1					3	
Modify Plans per review comments		1	2					3	
Permits									
NPDES									
USACE									
MDOT									
PS&E Assembly									
Right of Way Certification									
Utility Certification									
Encroachment Certification									
Hazardous Waste Certification									
Asbestos Abatement Certification									
Compose Letters									
Compile Forms									
Print Plans									
Assemble Specifications									
Material Checklist									
MDOT Coordination									
Advertisement									
Print Plans and Specifications									
Prepare Advertisement									
Bidder Coordination									
Receive & Evaluate Bids									
Assemble Bids and Submit									
Survey									
Plans:									
Title Sheet									
Detailed Index									
General Notes									
Summary of Quantities									
Estimated Quantities									
Plan Sheets 1"=20'									
Misc. Details									
Quality Control									
Totals		10	30					40	

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Milestone #3

City of Picayune / Dungan Engineering, P.A. SRSP-0400-00(029)LPA/106711-401000 Kirkwood Street and Elmwood Street			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	5	\$40.00	\$200.00
Engineer	30	\$25.00	\$750.00
CADD			\$0.00
Clerical			\$0.00
Survey Manager		\$35.00	\$0.00
Engineering Tech I		\$22.00	\$0.00
Lab Tech I		\$20.00	\$0.00
Party Chief		\$20.00	\$0.00
Instrument Operator		\$15.00	\$0.00
Rodman No. 1		\$11.00	\$0.00
Raw Labor			\$950.00
Overhead Rate	163.24 %		\$1,550.78
Total Labor + O/H			\$2,500.78
Fixed Fee	12 %		\$300.09
FCCM Overhead	0.96 %		\$9.12
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Subconsultant A			\$0.00
Subconsultant B			
Subconsultant C			
Subconsultant D			
Subconsultant E			
Total Subconsultant Cost			\$0.00
Project Total			\$2,809.99

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

**Delineation of Engineering Cost Breakdown
Kirkwood Street and Elmwood Street
Pearl River County
SRSP-0400-00(029) LPA/106711-40100**

Dungan Engineering, P.A.

Item Description	No.		Estimated Hours						Total Hours
	Sheets	Project Manager	Engineer	Survey Manager	Party Chief	Instrument Operator	Rodman No. 1		
MDOT Process:									
Project Activation									
LPA 100									
LPA 700/800									
Kickoff Meeting									
Environmental Documentation									
Welland Investigation									
ENV-160									
Field Review									
Print and Distribute Plans									
Staking/Utility Locate Coord									
Conduct Plan in Hand review									
Prepare Field Review Report									
Modify Plans per review comments									
Office Review									
Print Plans and Specifications									
Compile Design Notebook									
Prepare ROW/Util Status Report									
Develop Specifications									
Prepare Construction Estimate									
Assemble and Distribute PS&E									
Conduct Plan Review									
Prepare Office Review Report									
Modify Plans per review comments									
Permits									
NPDES									
USACE									
MDOT									
PS&E Assembly									
Right of Way Certification		0.5	2					3	
Utility Certification		0.5	2					3	
Encroachment Certification		0.5	2					3	
Hazardous Waste Certification		0.5	2					3	
Asbestos Abatement Certification		0.5	2					3	
Compose Letters		0.5	2					3	
Compile Forms		0.5	2					3	
Print Plans		0.5	2					3	
Assemble Specifications		0.5	11					12	
Material Checklist		0.5	2					3	
MDOT Coordination			1					1	
Advertisement									
Print Plans and Specifications									
Prepare Advertisement									
Bidder Coordination									
Receive & Evaluate Bids									
Assemble Bids and Submit									
Survey									
Plans:									
Title Sheet									
Detailed Index									
General Notes									
Summary of Quantities									
Estimated Quantities									
Plan Sheets 1"=20'									
Misc. Details									
Quality Control									
Totals		5	30					35	

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REGULAR MEETING MARCH 4, 2014

Labor Rates	\$40.00	\$25.00	\$35.00	\$20.00	\$15.00	\$11.00		
Labor Cost	\$200.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950.00
Overhead	%	163.24%						\$1,550.78
Total Labor and Overhead								\$2,500.78
Fixed Fee	%	12.00%						\$300.09
FCCM Overhead	%	0.96%						\$9.12

<u>Direct Costs:</u>	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00

¹ See State Travel Handbook

Total Direct Costs: \$0.00

Total: \$2,809.99

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REGULAR MEETING MARCH 4, 2014

Milestone #4

City of Picayune / Dungan Engineering, P.A. SRSP-0400-00(029)LPA/106711-401000 Kirkwood Street and Elmwood Street			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	1	\$40.00	\$40.00
Engineer	2	\$25.00	\$50.00
CADD			\$0.00
Clerical			\$0.00
Survey Manager		\$35.00	\$0.00
Engineering Tech I		\$22.00	\$0.00
Lab Tech I		\$20.00	\$0.00
Party Chief		\$20.00	\$0.00
Instrument Operator		\$15.00	\$0.00
Rodman No. 1		\$11.00	\$0.00
			\$0.00
Raw Labor			\$90.00
Overhead Rate	163.24	%	\$146.92
Total Labor + O/H			\$236.92
Fixed Fee	12	%	\$28.43
FCCM Overhead	0.96	%	\$0.86
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Subconsultant A			\$0.00
Subconsultant B			
Subconsultant C			
Subconsultant D			
Subconsultant E			
Total Subconsultant Cost			\$0.00
Project Total			\$266.21

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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**Delineation of Engineering Cost Breakdown
Kirkwood Street and Elmwood Street
Pearl River County
SRSP-0400-00(029) LPA/106711-40100**

Dungan Engineering, P.A.

Item Description	No. Sheets	Estimated Hours							Total Hours
		Project Manager	Engineer	Survey Manager	Party Chief	Instrument Operator	Rodman No. 1		
MDOT Process:									
Project Activation									
LPA 100									
LPA 700/800									
Kickoff Meeting									
Environmental Documentation									
Wetland Investigation									
ENV-160									
Field Review									
Print and Distribute Plans									
Staking/Utility Locate Coord									
Conduct Plan in Hand review									
Prepare Field Review Report									
Modify Plans per review comments									
Office Review									
Print Plans and Specifications									
Compile Design Notebook									
Prepare ROW/Util Status Report									
Develop Specifications									
Prepare Construction Estimate									
Assemble and Distribute PS&E									
Conduct Plan Review									
Prepare Office Review Report									
Modify Plans per review comments									
Permits									
NPDES									
USACE									
MDOT									
PS&E Assembly									
Right of Way Certification									
Utility Certification									
Encroachment Certification									
Hazardous Waste Certification									
Asbestos Abatement Certification									
Compose Letters									
Compile Forms									
Print Plans									
Assemble Specifications									
Material Checklist									
MDOT Coordination									
Advertisement									
Print Plans and Specifications			0.5						1
Prepare Advertisement		0.5							1
Bidder Coordination		0.5	0.5						1
Receive & Evaluate Bids			0.5						1
Assemble Bids and Submit			0.5						1
Survey									
Plans:									
Title Sheet									
Detailed Index									
General Notes									
Summary of Quantities									
Estimated Quantities									
Plan Sheets 1"=20'									
Misc. Details									
Quality Control									
Totals		1	2						2

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EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

REGULAR MEETING MARCH 4, 2014

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 20____.

CONSULTANT

BY: _____
{typed name}

ATTEST: _____

My Commission Expires: _____

Notary



EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20____.

LPA _____

*Chief Administrative Official
Ed Pinero, Jr., Ph.D, Mayor*

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EXHIBIT 8

{Intentionally Left Blank}

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

134671
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Brooks Wallace Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE THE DESIGN PHASE AND CONSTRUCTION PHASE OF THE CITY BARN ELEVATED WATER TANK IMPROVEMENT PROJECT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Design Phase and Construction Phase of the City Barn Elevated Water Tank Improvement Project.



February 21, 2014

Mayor Ed Pinero, Jr.
City of Picayune
815 North Beech Street
Picayune, Mississippi 39466

RE: City of Picayune
City Barn Elevated Water Tank Improvement Project
Engineering Services

Dear Mayor Pinero:

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

I. Design Phase

Dungan Engineering, P.A. will provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for rehabilitating the City Barn Elevated Water Storage Tank. The intent of this project is to repaint the tank and make necessary repairs to the structural components of the tanks. We anticipate advertising this project for bids in May 2014, which would allow construction to begin in July 2014, with a construction completion date of approximately November 2014.

II. Construction Phase

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

SERVICE. STRENGTH. SOLUTIONS.

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



III. Professional Fees

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

- Design Phase – \$8,000.00.
- Construction Phase - \$8,000.00.

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

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

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

Sincerely,

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

Accepted By _____
City of Picayune

Enclosures

SERVICE. STRENGTH. SOLUTIONS.

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS FOR TRADE-IN SIXTEEN GLOCK 21 .45 CALIBER AND FOUR GLOCK 30 .45 CALIBER PISTOLS

Motion was made by Council Member Breland, seconded Valente to approve surplus for trade-in sixteen Glock 21 .45 Caliber and four Glock 30 .45 Caliber pistols.

CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): FAZ491; FLY872; CRD240; GFZ814; GSK351; LEXT732; GFZ813; GFZ815; GFZ819; GFZ818; GFZ817; GFZ820

DESCRIPTION: GLOCK MODEL 21 .45 CALIBER W/3 LAW ENFORCEMENT MAGAZINES

RESPONSIBLE PARTY: PICAYUNE POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY: OFFICER ISSUED

LOCATION AFTER SURPLUS AUTHORIZATION: GRENADA GOLD-N-GUN,LLC.

- RECOMMENDED DISPOSITION OF PROPERTY:
___ DISCARD, JUNK
___ SELL AS SCRAP
___ SELL AS USABLE EQUIPMENT OR PARTS
XX TRADE - IN ON PURCHASE OF NEW EQUIPMENT

REASON FOR SURPLUS OF PROPERTY: THESE WEAPONS ARE PAST THEIR EFFECTIVE LIFE RECOMMENDED BY GLOCK OF TEN YEARS. THESE WEAPONS WILL BE REPLACED WITH A CURRENT 4TH GENERATION GLOCK AND WILL ONLY COST THE DIFFERENCE IN THE TRADE-IN VALUE & NEW COST. COST DIFFERENCE WILL BE \$171.57 PER WEAPON.

REQUEST:

[X] APPROVED [] DISAPPROVED

[Signature]
SIGNATURE OF BUREAU COMMANDER

02/12/14
DATE OF REQUEST

[X] APPROVED [] DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

02-12-14
DATE OF REQUEST

IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED

RECEIVED BY DEPARTMENT:

SIGNATURE OF DEPARTMENT SUPERVISOR

[X] APPROVED [] DISAPPROVED

[Signature]
SIGNATURE OF CITY MANAGER

02-26-14
DATE OF SIGNATURE

CITY OF PICAYUNE

POLICE DEPARTMENT

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): GFZ816; GFZ821; KNS848; FLT458

DESCRIPTION: GLOCK MODEL 21 .45 CALIBER W/3 LAW ENFORCEMENT MAGAZINES

RESPONSIBLE PARTY: PICAYUNE POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. OFFICER ISSUED

LOCATION AFTER SURPLUS AUTHORIZATION: GRENADA GOLD-N-GUN,LLC.

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: THESE WEAPONS ARE PAST THEIR EFFECTIVE LIFE RECOMMENDED BY GLOCK OF TEN YEARS. THESE WEAPONS WILL BE REPLACED WITH A CURRENT 4TH GENERATION GLOCK AND WILL ONLY COST THE DIFFERENCE IN THE TRADE-IN VALUE & NEW COST. COST DIFFERENCE WILL BE \$171.57 PER WEAPON.

REQUEST:

APPROVED DISAPPROVED

Margie Kelly Furei
SIGNATURE OF BUREAU COMMANDER

02/12/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

02-12-14
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

02-26-14
DATE OF SIGNATURE

100

CITY OF PICAYUNE

POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): DHU992; FCW996; FCW995; 1ENM932

DESCRIPTION: GLOCK MODEL 30 .45 CALIBER PISTOL W/3 LAW ENFORCEMENT MAGAZINES

RESPONSIBLE PARTY: PICAYUNE POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY: OFFICER ISSUED

LOCATION AFTER SURPLUS AUTHORIZATION: GRENADA GOLD-N-GUN, LLC.

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: THESE WEAPONS ARE PAST THEIR EFFECTIVE LIFE RECOMMENDED BY GLOCK OF TEN YEARS. THESE WEAPONS WILL BE REPLACED WITH A CURRENT 4TH GENERATION GLOCK AND WILL ONLY COST THE DIFFERENCE IN THE TRADE-IN VALUE & NEW COST. COST DIFFERENCE WILL BE \$171.57 PER WEAPON.

REQUEST:

APPROVED DISAPPROVED

Mario Rudy Tru...
SIGNATURE OF BUREAU COMMANDER

02/12/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

02-12-14
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

02-26-14
DATE OF SIGNATURE

101

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER CLOSED SESSION

Motion was made by Council Member Gouguet, seconded by Council Member Valente to enter closed session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT CLOSED SESSION

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Breland to recess until Tuesday, March 18, 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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 1, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Pro Temp Tammy Valente, Council Members Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero was absent.

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

Opening prayer was given by Father John Filken, followed by the Pledge of Allegiance led by Mayor Pro Temp Tammy Valente.

AT THIS TIME CITY MANAGER, JIM LUKE, GAVE AN UPDATE ON THE FULL CANCELLATION OF FEMA SPECIAL COMMUNITY DISASTER LOAN (\$3,235,820 PLUS ACCRUED INTEREST).

FATHER FILKEN, ON BEHALF OF THE PICAYUNE LION'S CLUB, PRESENTED MAYOR AND COUNCIL WITH A CHECK IN THE AMOUNT OF \$4,825 FOR THE CONTRIBUTIONS RECEIVED FOR THE HISTORIC DISTRICT SIGN.

SHERRI CARR BEVIS WITH THE SECRETARY OF STATE'S OFFICE OFFERED INFORMATION ON THE NEW LAWS REGARDING IDENTIFICATION REQUIREMENTS FOR VOTERS.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated March 18, 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of March 2014.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

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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						
351-000-232-14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	300,000	(300,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,675	61,787	39,330	22,457	79
351-000-341.02-000-000 GROUND LEASES	12,480	1,980	9,330	6,240	3,090	75
351-000-355.00-000-000 MISCELLANEOUS INCOME	0	(30)	0	0	0	0
351-000-374.00-000-000 FUEL SALES	6,000	210	1,890	3,000	(1,110)	32
Total Revenues	697,140	5,835	73,007	348,570	(275,563)	10
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,099	24,554	28,762	4,208	43
SUPPLIES	500	0	192	250	58	38
OUTSIDE SERVICES	55,640	1,353	18,500	27,820	9,320	33
CAPITAL OUTLAY	660,000	0	0	330,000	330,000	0
Total Airport Expenses	773,659	5,452	43,246	386,832	343,586	6
Total Expenditures	773,659	5,452	43,246	386,832	343,586	6
Excess Revenue Over (Under) Expenditures	(76,519)	383	29,761	(36,262)	(619,149)	39

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CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014

Run: 3/27/2014 at 2:53 PM

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	300	60	384	150	234	128
406-000-340.00-000-000 INTEREST INCOME	250	0	75	125	(50)	30
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	29,917	34,500	(4,583)	43
406-000-382.00-000-000 SALE OF LOTS	20,000	1,276	15,975	10,000	5,975	80
Total Revenues	89,550	7,086	46,351	44,775	1,576	52
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,791	23,040	34,823	11,783	33
SUPPLIES	7,860	47	1,973	3,940	1,967	25
OUTSIDE SERVICES	3,269	328	972	1,635	663	30
CAPITAL OUTLAY	76,300	0	20,853	72,700	51,847	27
Total Cemetery Expenses	157,093	4,166	46,838	113,098	66,260	30
Total Expenditures	157,093	4,166	46,838	113,098	66,260	30
Excess Revenue Over (Under) Expenditures	(67,543)	2,920	(487)	(68,323)	(64,684)	(1)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

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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	250	0	374	125	249	150
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,407	8,507	0	8,507	0
110-043-341.00-000-000 RENT	48,790	0	0	24,395	(24,395)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	9,543	(9,543)	0
110-402-250.00-000-000 SALES TAX-TOURISM	440,000	32,282	196,929	220,000	(23,071)	45
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	490	2,870	1,250	1,420	107
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	0	500	(500)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	50	(50)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	119	250	(131)	24
110-402-346.00-000-000 DONATIONS	0	0	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	28,000	0	0	14,000	(14,000)	0
Total Revenues	540,225	34,179	209,600	270,113	(60,513)	39
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	0	4,127	0	(4,127)	0
Total Sale of Lots Expenses	0	0	4,127	0	(4,127)	0
Recreation Expenses						
PERSONNEL	127,352	10,013	49,028	63,677	14,649	39
SUPPLIES	53,500	5,415	28,839	40,050	11,211	54
OUTSIDE SERVICES	114,000	6,412	31,120	57,000	25,880	27
Total Recreation Expenses	294,852	21,840	108,987	160,727	51,740	37
Retirement/Development Expenses						
Total Expenditures	294,852	21,840	113,114	160,727	47,613	38
Excess Revenue Over (Under) Expenditures	245,373	12,339	96,486	109,386	(108,126)	39

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

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	1,299,183	153,677	1,107,943	649,592	458,351	85
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	24,581	108,683	112,936	(4,253)	48
001-000-202.00-000-000 PERSONAL TAXES	414,947	77,686	333,736	207,474	126,262	80
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	500	846	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	1,770	5,079	15,000	(9,921)	17
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	8,703	52,737	32,650	20,087	81
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	123	5,669	20,000	(14,431)	14
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	675	3,825	1,913	1,912	100
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	29,692	336,875	307,500	29,375	55
001-000-222.00-000-000 BUILDING PERMITS	46,000	9,592	57,298	23,000	34,298	125
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	652	4,885	1,725	3,160	142
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	8,383	10,000	(1,617)	42
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	13,750	(13,750)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	4,329	(4,329)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,420	4,030	(2,610)	18
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	8,750	4,106	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	73,422	73,422	70,000	3,422	52
001-000-253.28-000-000 USM PROJECT SAFE NEIGHBORHOOD GRANT	0	0	4,636	0	4,636	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	299,212	1,997,974	2,039,000	(41,026)	49
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	28,068	(28,068)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	2,685	16,373	9,994	6,379	82
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	916	(916)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	7,500	5,100	84
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	639	3,831	3,250	581	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	30,219	180,178	110,000	70,178	82
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	60,348	(60,348)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	700	5,654	6,500	(846)	44
001-000-330.00-000-000 COURT FINES & FEES	350,000	18,240	125,394	175,000	(49,606)	36
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	2,095	11,605	11,250	355	52
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	169	1,101	600	501	92
001-000-336.05-000-000 COLLECTION FEE	100	0	79	50	29	79
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	678	5,418	5,100	318	53
001-000-340.00-000-000 INTEREST EARNED	20,000	765	8,237	10,000	(1,763)	41
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	500	0	500	0
001-000-348.02-000-000 ADOPT A FLOWERBED	0	450	1,570	0	1,570	0
001-000-365.00-000-000 MISCELLANEOUS INCOME	14,000	8,690	15,459	7,000	8,459	110
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	37,440	(37,440)	0
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0
001-000-383.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301-00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	50	400	0	400	0
001-092-302-00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	750	0	750	0
001-350-400-60-000-000 FEIMA HAZARD MITIGATION	(412,800)	0	0	(206,400)	206,400	0
Total Revenues	7,577,522	745,165	4,562,111	3,788,765	773,346	60
Expenditures						
<u>Municipal Council Expenses</u>						
PERSONNEL	66,113	5,016	29,612	33,058	3,446	45
SUPPLIES	500	0	237	250	13	47
OUTSIDE SERVICES	64,150	2,365	23,489	32,075	8,586	37
CAPITAL OUTLAY	40,000	0	184,350	40,000	(144,350)	481
Total Municipal Council Expenses	170,763	7,381	237,688	105,383	(132,305)	139
<u>Municipal Court Expenses</u>						
PERSONNEL	269,077	19,139	114,724	134,540	19,816	43
SUPPLIES	4,000	0	1,147	2,000	853	29
OUTSIDE SERVICES	54,750	5,373	41,287	27,375	(13,912)	75
Total Municipal Court Expenses	327,827	24,512	157,158	163,915	6,757	48
<u>City Attorney Expenses</u>						
PERSONNEL	9,450	718	4,229	4,726	497	45
OUTSIDE SERVICES	20,000	134	10,565	10,000	(565)	53
Total City Attorney Expenses	29,450	852	14,794	14,726	(68)	50
<u>City Manager Expenses</u>						
PERSONNEL	97,355	7,507	45,297	48,680	3,383	47
SUPPLIES	7,500	362	1,607	3,750	2,143	21
OUTSIDE SERVICES	16,300	416	6,411	8,151	1,740	39
Total City Manager Expenses	121,155	8,285	53,315	60,581	7,266	44
<u>General Services Expenses</u>						
PERSONNEL	16,920	1,204	7,496	8,461	965	44
SUPPLIES	7,700	146	3,951	3,850	(101)	51
OUTSIDE SERVICES	219,200	4,283	159,727	109,600	(50,127)	73
Total General Services Expenses	243,820	5,633	171,174	121,911	(49,263)	70
<u>Financial Expenses</u>						
PERSONNEL	138,675	8,811	69,429	69,339	(90)	50
SUPPLIES	7,500	347	3,233	3,750	517	43
OUTSIDE SERVICES	69,400	1,227	29,281	34,700	5,419	42
Total Financial Expenses	215,575	10,385	101,943	107,789	5,846	47
<u>Code Enforcement Expenses</u>						
PERSONNEL	135,346	11,506	69,142	67,675	(1,467)	51
SUPPLIES	4,300	0	3,838	2,150	(1,688)	89
OUTSIDE SERVICES	21,650	480	10,479	10,825	346	48
Total Code Enforcement Expenses	161,296	11,986	83,459	80,650	(2,809)	52

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

Run: 3/27/2014 at 2:53 PM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Police Administration Expenses</u>						
PERSONNEL	160,493	11,661	73,596	80,249	6,653	46
SUPPLIES	7,500	577	2,193	3,750	1,557	29
OUTSIDE SERVICES	61,013	2,820	25,053	31,553	6,500	41
CAPITAL OUTLAY	8,657	0	0	4,329	4,329	0
Total Police Administration Expenses	237,663	15,058	100,842	119,881	19,039	42
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,355,857	120,904	709,210	677,930	(31,280)	52
SUPPLIES	139,750	1,270	65,444	71,825	6,181	47
OUTSIDE SERVICES	100,000	5,050	53,498	48,250	(5,248)	54
CAPITAL OUTLAY	7,568	166	1,548	3,784	2,236	20
Total Patrol & Investigations Expenses	1,603,175	127,390	829,700	801,589	(28,111)	52
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	12,394	75,785	66,779	(9,006)	57
SUPPLIES	39,000	3,817	34,925	19,500	(15,425)	90
OUTSIDE SERVICES	15,500	49	4,558	7,750	3,192	29
Total Custody of Prisoners Expenses	188,054	16,260	115,268	94,029	(21,239)	61
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	389,410	27,064	168,606	194,707	26,101	43
SUPPLIES	8,500	163	4,114	4,250	136	48
OUTSIDE SERVICES	20,800	0	9,935	10,400	465	48
Total Records & Communications Expenses	418,710	27,227	182,655	209,357	26,702	44
<u>School Patrol Expenses</u>						
PERSONNEL	118,810	14,251	80,801	59,406	(21,195)	68
SUPPLIES	6,500	0	4,763	3,250	(1,513)	73
OUTSIDE SERVICES	2,750	210	1,488	1,375	(113)	54
Total School Patrol Expenses	128,060	14,461	86,852	64,031	(22,821)	68
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,313	13,654	15,067	1,413	45
SUPPLIES	2,780	0	1,476	2,140	664	53
OUTSIDE SERVICES	48,150	3,692	24,274	24,075	(199)	50
Total Animal Control Expenses	81,061	6,005	39,404	41,282	1,878	49
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	155,435	932,116	1,021,123	89,007	46
SUPPLIES	52,600	944	22,542	26,300	3,758	43
OUTSIDE SERVICES	73,063	5,153	49,106	36,532	(12,574)	67
Total Fire Department Expenses	2,167,904	161,532	1,003,764	1,083,955	80,191	46
<u>Streets & Drainage Expenses</u>						

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	441,228	32,359	192,503	220,615	28,112	44
SUPPLIES	142,001	4,147	92,584	72,002	(20,582)	65
OUTSIDE SERVICES	321,200	18,141	199,781	160,601	(39,180)	62
CAPITAL OUTLAY	10,000	0	7,924	10,000	2,076	79
Total Streets & Drainage Expenses	914,429	54,647	492,792	463,218	(29,574)	54
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	386,345	26,476	174,147	193,174	19,027	45
SUPPLIES	101,344	6,775	34,082	50,673	16,591	34
OUTSIDE SERVICES	20,950	6,648	15,902	10,475	(5,427)	76
Total Grounds & Beautification Expenses	508,639	40,099	224,131	254,322	30,191	44
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	45,987	2,472	14,694	22,995	8,301	32
SUPPLIES	14,110	145	1,225	6,055	4,830	9
OUTSIDE SERVICES	10,300	708	5,081	5,150	69	49
Total Equipment Maintenance Expenses	70,397	3,325	21,000	34,200	13,200	30
Total Expenditures	7,587,978	535,038	3,915,939	3,820,819	(95,120)	52
Excess Revenue Over (Under) Expenditures	(10,456)	210,127	646,172	(32,054)	868,466	6,180

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

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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	7,500	0	3,925	3,750	175	52
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	995	0	995	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	1,500	11,572	10,000	1,572	58
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,567	27,367	27,000	367	51
405-000-355.00-000-000 MISC INCOME	112,000	6,346	39,658	56,000	(16,342)	35
405-000-355.01-000-000 MISC INCOME BAGS	4,000	240	1,409	2,000	(591)	35
405-000-360.01-000-000 METERED SALES WATER	1,656,138	122,569	770,505	828,069	(57,564)	47
405-000-360.02-000-000 METERED SALES GAS	1,818,615	196,501	1,324,874	909,308	415,566	73
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	125	900	1,000	(100)	45
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	11,955	75,083	72,500	2,583	52
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,407	485,040	457,500	27,540	53
405-000-383.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	610	42,791	0	42,791	0
Total Revenues	4,734,253	425,820	2,784,139	2,367,127	417,012	59
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	52,083	50,000	(2,083)	52
Total Intrafund Transfers Expenses	100,000	8,333	52,083	50,000	(2,083)	52
Utility Administration Expenses						
PERSONNEL	595,519	48,122	265,687	297,760	32,073	45
SUPPLIES	29,000	1,890	9,422	14,000	4,578	32
OUTSIDE SERVICES	220,250	9,850	117,165	110,125	(7,040)	53
Total Utility Administration Expenses	844,769	59,862	392,274	421,885	29,611	46
Director of Public Works Expenses						
PERSONNEL	161,940	12,363	75,184	80,972	5,788	46
SUPPLIES	15,930	12	2,026	7,966	5,940	13
OUTSIDE SERVICES	77,483	1,184	17,673	38,742	21,069	23
CAPITAL OUTLAY	70,904	869	68,696	69,904	1,208	97
Total Director of Public Works Expenses	326,257	14,448	163,579	197,584	34,005	50
Water Regulations Expenses						
PERSONNEL	40,780	3,755	21,814	20,393	(1,421)	53
SUPPLIES	23,511	0	2,823	11,756	8,933	12
OUTSIDE SERVICES	6,300	2,162	2,467	3,150	683	39
Total Water Regulations Expenses	70,591	5,917	27,104	35,299	8,195	38
Well and Pump Maintenance Expenses						
SUPPLIES	33,358	452	19,822	16,679	(3,143)	59
OUTSIDE SERVICES	67,216	6,000	43,525	33,609	(9,916)	65
Total Well and Pump Maintenance Expenses	100,574	6,452	63,347	50,288	(13,059)	63

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 3/31/2014**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Sewer Construction Expenses</u>						
<u>Utility Construction Expenses</u>						
PERSONNEL	107,276	7,600	36,619	53,640	17,021	34
SUPPLIES	38,831	867	20,583	19,417	(1,176)	53
OUTSIDE SERVICES	34,149	3,631	12,622	17,075	4,453	37
CAPITAL OUTLAY	0	0	5,280	0	(5,280)	0
Total Utility Construction Expenses	180,256	12,098	75,114	90,132	15,018	42
<u>Water Operations Expenses</u>						
PERSONNEL	248,222	19,166	115,934	124,112	8,178	47
SUPPLIES	107,381	409	77,441	53,691	(23,750)	72
OUTSIDE SERVICES	19,981	497	13,937	9,991	(3,946)	70
CAPITAL OUTLAY	54,992	0	(31,952)	27,497	59,449	(58)
Total Water Operations Expenses	430,576	20,072	175,360	215,291	39,931	41
<u>Gas Operations Expenses</u>						
PERSONNEL	219,413	18,095	102,392	109,708	7,316	47
SUPPLIES	1,073,079	120,645	680,044	536,542	(143,502)	63
OUTSIDE SERVICES	83,336	1,035	36,652	41,668	5,016	44
CAPITAL OUTLAY	3,000,000	0	26,223	1,500,000	1,473,777	1
Total Gas Operations Expenses	4,375,828	139,775	845,311	2,187,918	1,342,607	19
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,518	509,614	405,000	(104,614)	63
Total Garbage Expenses	810,000	72,518	509,614	405,000	(104,614)	63
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	0	3,733	72,080	0	(72,080)	0
Total Loan Interest Expenses	0	3,733	72,080	0	(72,080)	0
<u>Total Expenditures</u>	<u>7,238,851</u>	<u>343,208</u>	<u>2,375,866</u>	<u>3,653,397</u>	<u>1,277,531</u>	<u>33</u>
Excess Revenue Over (Under) Expenditures	(2,504,598)	82,612	408,273	(1,286,270)	(860,519)	16

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA TO INCLUDE APPROVAL OF DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to amend the agenda to include approval of the April docket.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the docket for April 1, 2014 in the amount of \$1,216,815.00.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM APRIL AS SAFE DIGGING MONTH

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to proclaim April as Safe Digging Month.

**PROCLAMATION FOR
SAFE DIGGING MONTH**

WHEREAS, each year, Mississippi's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even death are the potential results; and

WHEREAS, Mississippi 811, Inc., promotes the national Call-Before-You-Dig number, 811, in an effort to reduce these damages. Designated by the FCC in 2005, 811 provides excavators and homeowners a simple number to reach their local one-call center to request utility line locations at the intended dig site: and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our City safe and connected by making a simple call to 811 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what's below, call 811 two working days before you dig.

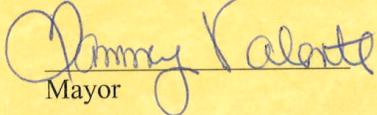
NOW, THEREFORE, I Mayor Ed Pinero of the City of Picayune, MS do hereby proclaim April 2014 as

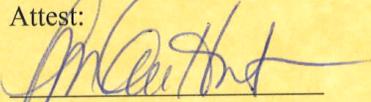
SAFE DIGGING MONTH

In the City of Picayune, MS and encourage excavators and homeowners throughout the City of Picayune, MS to always call 811 before digging. Safe Digging is No Accident.

In witness whereof, I have hereunto set my hand and caused the Great Seal of Picayune, MS to be affixed.

So ordered this 1st day of April, 2014


Mayor

Attest:

City Clerk

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST FROM COAST ELECTRIC FOR USE OF CITY PROPERTY IN
THE EVENT OF AN EMERGENCY**

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve request from Coast Electric for the use of the field owned by the City west of Farmer Fresh Produce and also all open areas of Industrial Park south of Farmer's Fresh property during emergency situations for the use of parking trucks and storing materials.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM WAYNE WILSON/CLOUD NINE AVIATION FOR TAX EXEMPTION ON 2012 PROPERTY TAXES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve request to allow Wayne Wilson/Cloud Nine Aviation a tax exemption for the 2012 tax year.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE FY 2014 BUDGET AMENDMENTS

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve the ED/Recreation Fund Budget Amendment # 1, Utility Fund Budget Amendment #1 and General Fund Budget Amendment #2.

REGULAR MEETING APRIL 1, 2014



ADOPTED
ECONOMIC DEVELOPMENT FUND
FY 2014 - RECREATION

	ADOPTED FY 2014 RECREATION FUND	BUDGET AMEND #1
RECEIPTS:		
INTERGOVERNMENTAL REVENUES	\$ 468,000	468,000
LOWER PEARL RIVER VALLEY GRANT		
LEASES/RENT	0	0
INTEREST EARNED	500	500
MISCELLANEOUS	3,600	3,600
TRANSFERS	0	17,000 From GF
TOTAL REVENUES	472,100	489,100
BEGINNING CASH	138,529	138,529
TOTAL FROM ALL SOURCES	\$ 610,629	627,629
EXPENDITURES:		
PERSONNEL	\$ 127,352	127,352
SUPPLIES	26,900	25,900 Reclass to Services
OTHER SERVICES & CHARGES	114,000	115,000 Reclass from Supplies
CAPITAL OUTLAY	0	17,000 Purchase Vehicle
TOTALS	268,252	285,252
COST OF LIVING RAISES	\$ 0	0
DEBT PAYMENTS	0	0
AID TO OTHER GOVERNMENTS	0	0
TRANSFERS TO OTHER FUNDS	264,155	264,155
OTHER	0	0
TOTAL EXPENDITURES	532,407	549,407
ENDING CASH BALANCE	78,222	78,222
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 610,629	627,629



UTILITY FUND
FY 2014
ADOPTED BUDGET

	ADOPTED FY 2014 UTILITY FUND	BUDGET AMEND #1
RECEIPTS:		
INTERGOVERNMENTAL REVENUES	\$ 99,000	99,000
CHARGES FOR UTILITY SERVICES	4,389,753	4,389,753
MISCELLANEOUS	283,000	283,000
INTEREST EARNINGS	7,500	7,500
TRANSFERS	0	0
PROCEEDS FROM LOANS	0	0
TOTAL REVENUES	4,779,253	4,779,253
BEGINNING CASH	2,140,281	2,140,281
CASH RESTRICTED-REVENUE BOND MONEY	3,000,000	3,000,000
TOTAL FROM ALL SOURCES	\$ 9,919,534	9,919,534
EXPENDITURES:		
UTILITY ADMINISTRATION		
PERSONNEL	\$ 595,519	595,519
SUPPLIES	30,000	30,000
OTHER SERVICES & CHARGES	220,250	220,250
CAPITAL OUTLAY	0	0
TOTALS	845,769	845,769
DIRECTOR OF PUBLIC WORKS		
PERSONNEL	\$ 161,940	161,940
SUPPLIES	15,930	15,930
OTHER SERVICES & CHARGES	77,483	77,483
CAPITAL OUTLAY	2,000	37,500 Purchase Vehicles
TOTALS	257,353	292,853

REGULAR MEETING APRIL 1, 2014

	ADOPTED FY 2014 UTILITY FUND	BUDGET AMEND #1
<u>WATER OPERATIONS</u>		
PERSONNEL	\$ 388,956	388,956
SUPPLIES	183,666	183,666
OTHER SERVICES & CHARGES	110,572	110,572
CAPITAL OUTLAY	54,992	54,992
TOTALS	<u>738,186</u>	<u>738,186</u>
<u>GAS OPERATIONS</u>		
PERSONNEL	\$ 319,368	319,368
SUPPLIES	1,092,494	1,092,494
OTHER SERVICES & CHARGES	100,411	100,411
CAPITAL OUTLAY	3,000,000	3,000,000
TOTALS	<u>4,512,273</u>	<u>4,512,273</u>
<u>GARBAGE</u>		
PERSONNEL	\$	
SUPPLIES		
OTHER SERVICES & CHARGES	810,000	810,000
CAPITAL OUTLAY		
TOTALS	<u>810,000</u>	<u>810,000</u>
COST OF LIVING RAISES	\$	
DEBT PAYMENTS	515,672	515,672
AID TO OTHER GOVERNMENTS		
TRANSFER TO CONTINGENCY FUNDS	100,000	100,000
OTHER		
TOTAL EXPENDITURES	<u>7,779,253</u>	<u>7,814,753</u>
ENDING CASH BALANCE	<u>2,140,281</u>	<u>2,104,781</u>
TOTAL EXPENDITURES & ENDING CASH BALANCE	<u>\$ 9,919,534</u>	<u>9,919,534</u>

REGULAR MEETING APRIL 1, 2014



	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND
RECEIPTS:			
LICENSE & PERMITS	\$ 701,000	701,000	701,000
INTERGOVERNMENTAL REVENUES	5,554,781	5,554,781	5,554,781
CHARGES FOR SERVICES	23,550	23,550	23,550
FINES & FORFEITS	396,900	396,900	396,900
MISCELLANEOUS	20,500	20,500	20,500
TRANSFERS	74,879	74,879	74,879
INTEREST EARNINGS	20,000	20,000	20,000
PROCEEDS FROM LOANS			
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	6,791,610	6,791,610	6,791,610
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,056,287	2,056,287	2,056,287
TOTAL REVENUES	8,847,897	8,847,897	8,847,897
BEGINNING CASH RESERVE (CD)	957,006 1,500,000	957,006 1,500,000	957,006 1,500,000
TOTAL FROM ALL SOURCES	\$ 11,304,903	11,304,903	11,304,903
EXPENDITURES:			
GENERAL GOVERNMENT			
PERSONNEL	\$ 788,383	788,383	788,383
SUPPLIES	35,500	35,500	35,500
OTHER SERVICES & CHARGES	477,400	477,400	477,400
CAPITAL OUTLAY	0	40,000	40,000
TOTALS	1,301,283	1,301,283	1,301,283
PUBLIC SAFETY - POLICE			
PERSONNEL	\$ 2,217,175	2,217,175	2,217,175
SUPPLIES	199,030	202,530	202,530
OTHER SERVICES & CHARGES	249,520	246,120	246,120
CAPITAL OUTLAY	16,225	16,225	16,225
TOTALS	2,682,050	2,682,050	2,682,050
PUBLIC SAFETY - FIRE			
PERSONNEL	\$ 2,042,241	2,042,241	2,042,241
SUPPLIES	52,500	52,600	52,600
OTHER SERVICES & CHARGES	73,063	73,063	73,063
CAPITAL OUTLAY	0	0	24,000 Purchase Vehicle
TOTALS	2,167,804	2,167,804	2,191,904
PUBLIC WORKS			
PERSONNEL	\$ 873,561	873,561	873,561
SUPPLIES	257,455	257,455	257,455
OTHER SERVICES & CHARGES	352,450	352,450	352,450
CAPITAL OUTLAY	0	10,000	10,000
TOTALS	1,483,466	1,493,466	1,493,466

REGULAR MEETING APRIL 1, 2014

	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND
GRANTS			
CAPITAL OUTLAY	835,680	835,680	835,680
TOTALS	835,680	835,680	835,680
AID TO OTHER GOVERNMENTS	24,880	24,880	24,880
TRANSFERS TO OTHER FUNDS	359,785	359,785	376,785
OTHER	0	0	0
TOTAL EXPENDITURES	8,855,048	8,865,048	8,906,048
ENDING CASH BALANCE	2,449,855	2,439,855	2,398,855
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 11,304,903	11,304,903	11,304,903

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO APPLY FOR THE 2014 TRANSPORTATION
ENHANCEMENT URBAN YOUTH CORPS PROGRAM**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request to apply for the 2014 Transportation Enhancement Urban Youth Corps Program and authorize Mayor to sign all related documents.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE APPLICATION FOR AIRPORT MULTIMODAL FUNDS FY 2015

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve application for Airport Multimodal Funds FY 2015.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT FEDERAL AND STATE FUNDING FOR THE AIRPORT IMPROVEMENT PROJECT FY 2014

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the Federal and State Funding for the Airport Improvement Project FY 2014.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports District Office
100 West Cross Street, Suite B
Jackson, Mississippi 39208-2307

March 20, 2014

Mr. Jim Luke
City Manager
815 North Beech Street
Picayune, MS 39466

Re: AIP Project in FY 2014

Dear Mr. Luke:

This fiscal year, we expect to fund the following project for \$431,469.00 at the Picayune Municipal Airport and are asking that you get started now. The planned Federal participation rate is 90 percent.

Project Items
Rehabilitate apron; rehabilitate taxiway

Safety Plan: Your proposed FY 2014 project includes development on the airside of your airport and will require submission of a safety plan. If you have not already submitted your safety plan, please do so as soon as possible. You should file your plan electronically at <https://ocaaa.faa.gov/ocaaa/external/portal.jsp>. Make sure you indicate that the construction is "on airport" so it will be coordinated with this office.

SAM Registration: All grant recipients must be registered in the System for Award Management (SAM), formerly CCR, and the correct DUNS number shown on all project applications. Registration must be renewed annually at <https://www.sam.gov>. Your registration in SAM is current through March 5, 2015.

It is important that you take all actions that will enable you to submit a grant application for your project by July 15, 2014, so please work closely with your Program Manager, Mr. William J. Schuller at 601-664-9883.

Sincerely,

Rans D. Black
Manager

e-copy:
Mr. Vernon, Moore, Dungan Engineering
MDOT

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE DESIGN PHASE AND CONSTRUCTION PHASE ENGINEERING CONTRACT FOR THE AIRPORT IMPROVEMENT PROJECT FY 2014

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the Design Phase and Construction Phase Engineering Contract for the Airport Improvement Project FY 2014.

ENGINEERING & SURVEYING SERVICES CONTRACT
CITY OF PICAYUNE
PICAYUNE MUNICIPAL AIRPORT
AIRPORT IMPROVEMENTS PROJECT - FY 2014

THIS CONTRACT entered into by and between the CITY OF PICAYUNE hereinafter designated as the OWNER, and DUNGAN ENGINEERING, P.A., Picayune, Mississippi, hereinafter designated as the ENGINEER.

WHEREAS: The OWNER contemplates design and construction of a taxiway, apron, and pavement parking overlay along with hangar drainage improvements associated with the Airport Improvements Project, FY 2014.

WHEREAS: Certain engineering and land surveying services are required in the investigation, planning, and execution of the said improvements, and

WHEREAS: The OWNER does hereby employ the ENGINEER to finish the aforesaid engineering services,

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

ARTICLE I
ENGINEER'S SERVICES

The ENGINEER AGREES, in consideration of payments to be made by the OWNER, as hereinafter set out, to furnish certain engineering services as follows:

ITEM ONE: PLANNING AND DESIGN PHASE

Upon authorization in writing by the OWNER to proceed, the ENGINEER shall prepare design drawings, specifications, and contract documents for the purpose of awarding one contract for the finishing of all materials, and any contracts for labor and equipment not available through OWNER's work force and equipment inventory.

The ENGINEER shall prepare and furnish to the OWNER cost estimates of all work included in the completed drawings, specifications, and contract documents.

The ENGINEER shall obtain the approval of such agencies and legally constituted authorities as under the laws of the State of Mississippi have jurisdiction over the review of the drawings and specifications for the proposed project, and shall also obtain the approval of such Federal agencies as have jurisdiction over the review of drawings, specifications, and contract documents of the proposed project.

It is the intent of the ENGINEER that he shall furnish as part of his basic services, any reasonable quantity of plans, specifications, bid sheets, cost estimates, design analyses, and other contract documents as may be required. However, it is agreed that the total quantity of any one item shall not exceed ten (10) copies. Additional copies will be furnished upon request of the OWNER at the actual cost of reproduction of such additional copies.

ITEM TWO: CONSTRUCTION PHASE

The ENGINEER shall have a responsible representative present at all lettings of contracts for the proposed work and shall advise and assist the OWNER in the making of awards of contracts to successful bidders. The ENGINEER shall act in a general advisory and consulting capacity to the OWNER throughout the construction period and shall:

Make periodic visits to the site of the work to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

Make or assist the OWNER in making all reports required by any State or Federal Agency relating to the project.

Perform all necessary materials sampling and testing in order to insure the highest quality work be accomplished for this project.

Be available to the Contractor and the OWNER for interpretation of drawings, specifications, and contract documents and prepare construction change orders as they are required for the proper execution of the work.

Provide surveying services to lay out easements, line location, line grades, and advise the OWNER's employees on the construction of the project.

Review shop drawings, diagrams, illustrations, catalog data, samples, the results of tests and inspections, and other compliance with the information given in the contract documents.

Based on his review of the Contractor's applications for payment and supporting data, determine the amounts owing to the Contractor and approve in writing payment to the Contractor in such amounts.

Conduct, in company with the OWNER, a final inspection of the Project for compliance with the information given in the contract documents, and approve in writing final payment to the Contractor.

Upon the completion of all construction awarded in accordance with the terms of this Contract, the ENGINEER shall furnish to the OWNER a set of record drawings covering the work actually installed.

The ENGINEER shall not be responsible for the methods and means employed by the Contractor in the performance of the construction work. Further, the ENGINEER shall not be responsible for the safety of the workmen and others who might be injured during the course of construction work by the Contractor, or for property which may be damaged; his obligation under this section of the Contract being limited to the making of periodic observations and reports to the OWNER concerning the compliance of the completed construction work with the contract documents.

REGULAR MEETING APRIL 1, 2014

ITEM THREE: ADDITIONAL SERVICES

When authorized in writing by the OWNER, the ENGINEER shall furnish or obtain from others additional services not otherwise specifically provided for in ITEM ONE, TWO or THREE of SERVICES. These services shall include but not be limited to the following:

Prepare changes in design or perform other services resulting from substantial changes being made in the general scope of the project.

Prepare revisions of studies, reports, design documents, drawings, or specifications which have been previously approved by the OWNER-

Prepare detailed renderings, exhibits, or scale models for the project.

Provide special analyses or studies of the environmental effects of the project, or other OWNER needs such as the preparation of operating and maintenance manuals, special operating drawings, charts, or other pertinent data.

Provide additional or extended services during construction caused by fire, storm, work stoppages, or other prolongation of the contract time, acceleration of work schedule beyond the ENGINEER's established office working hours, or the Contractor's default due to delinquency or insolvency.

Prepare for and give testimony as an expert witness or make any other appearance on behalf of the OWNER before governmental, quasi-governmental, or civic bodies in connection with proceedings involving the project.

**ARTICLE 2
PAYMENTS**

IN PAYMENT for the services hereinbefore described under ARTICLE 1, ENGINEER'S SERVICES, the OWNER agrees to pay and does allow the ENGINEER the following amounts:

ITEM ONE: PLANNING AND DESIGN PHASE

For services performed pursuant to ITEM ONE, DESIGN PHASE, the lump sum amount of **Forty- thousand dollars and no/100 (\$40,000.00)**.

The above stated lump sum fee is based upon a project of the scope and magnitude hereinbefore described. In the event that the scope of the project is revised, the ENGINEER will recalculate the lump sum fee to be paid and will submit the revised fee in the form of a Contract Amendment for approval by the OWNER.

The fee for ITEM ONE of SERVICES shall be due and payable from time to time as the work is accomplished.

ITEM TWO: CONSTRUCTION PHASE

For services performed pursuant to ITEM TWO, CONSTRUCTION PHASE, the lump sum fee of **Twenty-four thousand dollars and no/100 (\$24,000.00)**.

Payment for Construction Phase shall be due and payable from time to time as payments are made to the construction Contractor, with such payments being proportioned to the payments made to the Contractor, and with final payment being due and payable when the project is completed and accepted.

ITEM THREE: ADDITIONAL SERVICES

The method of reimbursement and payment for services rendered in compliance with ITEM THREE of SERVICES shall be agreed upon in writing by the OWNER and the ENGINEER at the time of authorization for said work.

**ARTICLE 3
GENERAL CONSIDERATIONS**

The ENGINEER's estimate of the project cost is the opinion of the ENGINEER of the probable project cost on the date of the estimate and is supplied as a guide only. Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding and market conditions, the ENGINEER does not guarantee the accuracy of such opinion as compared to Contractor bids or actual cost to the OWNER

The ENGINEER will prepare the drawings and specifications in accordance with generally accepted engineering practices and makes no warranty, either expressed or implied, as part of this Agreement.

The ENGINEER does not guarantee the performance or safety of materials and equipment provided by any construction Contractors, which materials and equipment may include but not necessarily be limited to pipe, valves, fittings, traps, conduit, wiring, steel, wire, nails, lumber, cement, aggregate, bricks, files, pumps, motors, compressors, electrical apparatus of all types, all metal pressure and storage vessels furnished and erected in place as required to provide a complete, functional unit and all other materials and equipment as are required to provide a complete, safe, and functional facility.

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this Agreement should be terminated by the OWNER, the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this Agreement, such party will remain liable to the other for all damages incurred as a result of breach of this Agreement.

This Agreement may be terminated by either party upon seven days' written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination

REGULAR MEETING APRIL 1, 2014

Plans and specifications shall be the property of the OWNER, whether the project for which they are made is executed or not. The OWNER shall be permitted to retain copies, including reproducible copies of plans and specifications for information and reference in connection with the OWNER's use and occupancy. The plans and specifications may be used by the OWNER on other projects, for additions to this project, or for completion of this project by others upon payment by the OWNER of appropriate compensation to the ENGINEER for ITEM ONE services as provided in ARTICLE 2.

If the project is suspended for more than six months or abandoned in whole or in part the ENGINEER shall be paid his compensation for services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with reimbursable expenses then due, as described in ARTICLE 2, PAYMENTS.

The ENGINEER shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds; and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the ENGINEER until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The ENGINEER agrees that any duly authorized representative of the Governor's Office of Federal-State Programs, Department of Community Development the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the ENGINEER is involved until the completion of all close-out procedures respecting this grant.

**ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract the ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause.

The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

The ENGINEER will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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The ENGINEER will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the ENGINEER's noncompliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with procedures authorized in Executive Order No. II 246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. II 246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 1ST day of APRIL, 2014.

(This contract executed in triplicate).

OWNER:

CITY OF PICAYUNE _____

WITNESS:

[Signature]

By: *[Signature]*

Title: Mayor PRO TEMP



ENGINEER:

DUNGAN ENGINEERING, P.A. _____

WITNESS:

By: _____

Title: Vice-President

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

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

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

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

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer of Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

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

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

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

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

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

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND RICK THOMASON

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Rick Thomason.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **April 1, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and the **Rick Thomason** hereinafter referred to as the "Lessee",

WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. J-2** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **Yearly**, with the term to begin on **April 1, 2014** and continue thereafter yearly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street, Picayune, Mississippi 39466, or by personal

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

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

which might be otherwise used for arrears of rent or other default.

13. FORCE MAJEURE

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

14. INSURANCE

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

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

15. SURRENDER OF PREMISES

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

16. NOTICES

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

As to Lessor: City Manager
815 North Beech Street
Picayune, MS 39466

At to Lessee: Rick Thomason
414 Eden Isles Blvd.
Slidell, LA 70458
901-497-4256

WITNESS the signatures of the parties hereto, this the _____ day of April 2014.

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to recess until Tuesday, April 15, 2014 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Tammy Valente, Council Members Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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 15, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated April 1, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly Privilege License report for the month of March 2014.

Run: 4/08/2014 @ 2:37 PM

Page: 1

City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We
Def: 411102	3/07/2014	GENERAL FUND -Mail - Is OPERATING		Cash		00001		ULERICH, ROBERT H		20.00	3/18/2014	
Def: 412342	3/11/2014	GENERAL FUND -Mail - Is OPERATING		Check	0001116	30396		ALL PRO PROTECTIVE COATINGS, LLC	2013-2014 PRIV LICENSE	20.00	3/18/2014	
Def: 412512	3/12/2014	GENERAL FUND -Mail - Is OPERATING		Check	0000504	30399		LEW'S SWEET SHOP, LLC		20.00	3/18/2014	
Def: 412821	3/13/2014	GENERAL FUND -Mail - Is OPERATING		Check	0001662	27756		SOUTHERN DEVELOPERS INC	2013-2014 priv license	23.00	3/18/2014	
Def: 413158	3/14/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30407		CYPRESS GUNS AND AMMUNITION	2013-2014 PRIV LICENSE	20.00	3/18/2014	
Def: 414109	3/19/2014	GENERAL FUND -Mail - Is OPERATING		Check	0003014	30410		FAITH ENTERPRISES OF MISSISSIPPI, LLC	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415820	3/28/2014	GENERAL FUND -Mail - Is OPERATING		Cash		03365		DILLARD, PEGGY	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415841	3/28/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30428		SOUTHERN SASS TANNING HAIR	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415877	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30429		RICH, INC./DBA LANYAP'S	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415879	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Check	332016052	30430		PROFESSIONAL PROBATION SERVICES	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415919	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Cash		30431		STANFORD MOBILE HOMES	2013-2014 PRIV LICENSE	20.00	4/01/2014	
Def: 415937	3/31/2014	GENERAL FUND -Mail - Is OPERATING		Cash		29750		FOSTER, MICHAEL E	2013-2014 PRIVILEGE	20.00	4/01/2014	
										243.00		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING APRIL 15, 2014

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly Public Records Request report for the month of March 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS MARCH 2014				
DATE	PERSON REQUEST	SUBJECT MATTER	DATE FILLED/DENIED	ACTION
03/31/14	PICAYUNE HOUSING AUTHORITY	#8 FINGERPRINTS	03/31/14	APPROVED
03/31/14	CHARLES BADON	ACCIDENT REPORT # 2014-03-2611	03/31/14	APPROVED
03/31/14	MARTY LILLY	ACCIDENT REPORT # 2014-03-2010	03/31/14	APPROVED
03/31/14	BETTY REECE	ACCIDENT REPORT # 2014-03-2012	03/31/14	APPROVED
03/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2009	03/28/14	APPROVED
03/28/14	KIZZIE M FRAISE	RECORD'S CHECK	03/28/14	APPROVED
03/28/14	ROBERT BENDER	RECORD'S CHECK	03/28/14	APPROVED
03/27/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 3	03/27/14	APPROVED
03/27/14	ROBERT FRAISE	RECORD'S CHECK	03/27/14	APPROVED
03/27/14	MICHAEL MITCHELL	ACCIDENT REPORT # 2014-03-0397	03/27/14	APPROVED
03/27/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-03-0397	03/27/14	APPROVED
03/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1065	03/27/14	APPROVED
03/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1561	03/27/14	APPROVED
03/27/14	LAURIE GRAY	RECORD'S CHECK	03/27/14	APPROVED
03/27/14	SHEILA MITCHELL	ACCIDENT REPORT # 2014-03-1510	03/27/14	APPROVED
03/26/14	SHERRA MAGEE	RECORD'S CHECK	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0990	03/26/14	APPROVED
03/26/14	ANDREW BURRELL PA	ACCIDENT REPORT # 2013-08-0654	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0303	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0534	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1271	03/26/14	APPROVED
03/26/14	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-1595	03/26/14	APPROVED
03/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1606	03/26/14	APPROVED
03/26/14	EDWIN BLAINE SPEER	RECORD'S CHECK	03/26/14	APPROVED
03/26/14	LIST TATUM	ACCIDENT REPORT # 2014-03-1006	03/26/14	APPROVED
03/25/14	MISSISSIPPI DEPARTMENT OF HUMAN SERVICES	RECORD'S CHECK ON # 10 INDIVIDUALS	03/25/14	APPROVED
03/25/14	UNITED STATES DISTRICT COURT	RECORD'S CHECK ON WILLIAM GEORGE DANIELS	03/25/14	APPROVED
03/24/14	ALICIA LEE	ACCIDENT REPORT # 2014-03-0990	03/24/14	APPROVED
03/24/14	GLENN WHITE, PLLC	SUBPOENA DUCES TECUM 2014-01-2271	03/24/14	APPROVED
03/21/14	TEKISHA RENFROE	RECORD'S CHECK	03/21/14	APPROVED
03/21/14	AMELYN HOOD	ACCIDENT REPORT # 2014-03-1507	03/21/04	APPROVED
03/21/14	DESTINY MAGEE	RECORD'S CHECK	03/21/14	APPROVED
03/20/14	PRS INC	ACCIDENT REPORT # 2014-03-0303	03/20/14	APPROVED
03/20/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	03/20/14	APPROVED
03/21/14	JUKETHA THOMAS	ACCIDENT REPORT # 2014-03-1001	03/21/14	APPROVED
03/20/14	DHS	RECORD'S CHECK	03/20/14	APPROVED
03/20/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	03/20/14	APPROVED
03/20/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0736	03/20/14	APPROVED
03/20/14	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2014-02-1009	03/20/14	APPROVED
03/20/14	ANITA LATOYA BURNETT	RECORDS CHECK	03/20/14	APPROVED
03/20/14	PRS INC	ACCIDENT REPORT # 2014-03-0881	03/20/14	APPROVED
03/20/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0298	03/20/14	APPROVED

REGULAR MEETING APRIL 15, 2014

03/20/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0815	03/20/14	APPROVED
03/20/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2012-11-1560	03/20/14	APPROVED
03/18/14	SHERA KRIEGER	ACCIDENT REPORT # 2014-03-0881	03/18/14	APPROVED
03/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1378	03/18/14	APPROVED
03/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0475	03/18/14	APPROVED
03/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1001	03/18/14	APPROVED
03/18/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 4	03/18/14	APPROVED
03/18/14	LARRY COX	ACCIDENT REPORT # 2014-03-1217	03/18/14	APPROVED
03/18/14	CAROL BREADING	ACCIDENT REPORT # 2014-03-0534	03/18/14	APPROVED
03/18/14	ROSEMARIE STRAUSS	ACCIDENT REPORT # 2014-03-0282	03/18/14	APPROVED
03/18/14	WILLIE L JONES	ACCIDENT REPORT # 2014-03-0881	03/18/14	APPROVED
03/17/14	WILLIAM AN DONNA FRANKS	# 2 RECORD CHECKS	03/17/14	APPROVED
03/14/13	BRITTANY BOGAN	ACCIDENT REPORT # 2014-03-0320	03/14/14	APPROVED
03/14/13	HARRISON COUNTY DHS	RECORD'S CHECK ON JOSEPH BORDELON	03/14/14	APPROVED
03/14/13	MCCOMB SCHOOL DISTRICT	RECORD'S CHECK ON SHAWANDA GRAY	03/14/14	APPROVED
03/13/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-03-0298	03/13/14	APPROVED
03/14/13	TERESSA STEWART	RECORD'S CHECK	03/14/14	APPROVED
03/13/14	JESSICA RANCIFER	RECORD'S CHECK	03/13/14	APPROVED
03/12/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	03/12/14	APPROVED
03/11/14	EUGENE BLYTHE	ACCIDENT REPORT # 2014-03-0282	03/11/14	APPROVED
03/11/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-02-1203	03/11/14	APPROVED
03/11/14	MORRIS BART, LTD	ACCIDENT REPORT # 20134-02-1931	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0172	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-0971	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1466	03/11/14	APPROVED
03/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2013-09-1186	03/11/14	APPROVED
03/11/14	KHARY JOHNS	ACCIDENT REPORT # 2014-01-1772	03/11/14	APPROVED
03/10/14	KIARA SIMMONS	RECORD'S CHECK	03/10/14	APPROVED
03/10/14	DWAYNE DUCHMAN	GRAND LARCENY REPORT # 2014-02-1171	03/10/14	APPROVED
03/10/14	ANDREWNETTE STATEN	ACCIDENT REPORT # 2014-03-0469	03/10/14	APPROVED
03/17/14	SHIRLON HOUSTON	ACCIDENT REPORT # 2014-02-1913	03/07/14	APPROVED
03/07/14	MYSTI NICHOL LEE	ACCIDENT REPORT # 2014-03-0222	03/07/14	APPROVED
03/07/14	UNITED STATES DISTRICT COURT	# 4 RECORD'S CHECKS	03/07/14	APPROVED
03/06/14	MORRIS BART, ATTY AT LAW	COPY OF # 3 CD'S FOR ACCIDENT # 2014-01-1772	03/09/14	APPROVED
03/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1839	03/06/14	APPROVED
03/05/14	LINSELY LEE	ACCIDENT REPORT # 2014-02-1466	03/05/14	APPROVED
03/06/14	DEIDRA ANN SPIERS	INCIDENT REPORT # 2013-11-0524	03/06/14	APPROVED
03/05/14	ANETA STATEN	RECORD'S CHECK	03/05/14	APPROVED
03/04/14	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2014-02-1392	03/04/14	APPROVED
03/05/14	CHRISTOPHER COWART	INCIDENT REPORT # 2014-03-0185	03/05/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1495	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1353	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-2009	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1373	03/04/14	APPROVED
03/04/14	MCCOMB SCHOOL DISTRICT	RECORD'S CHECK ON SHAWANDA GRAY	03/04/14	APPROVED
03/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-02-1839	03/04/14	APPROVED
03/03/14	ANTIONIA SMITH	INCIDENT REPORT # 2014-02-1862	03/03/14	APPROVED
03/03/14	JANE RAY GARY	RECORD CHECK	03/03/14	APPROVED
03/03/14	RICHARD LEON GARY II	RECORD CHECK	03/03/14	APPROVED

03/03/14	SHERRI LYNN SEALS	ACCIDENT REPORT #	03/03/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept the approved Planning Commission Minutes dated February 11, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept Planning Commission Minutes dated April 8, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION FROM PICAYUNE LION'S CLUB

Motion was made by Council Member Breland, seconded by Council Member Valente to accept donation in the amount of \$4,825 from the Picayune Lion's Club to be used for the Historic District sign.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME DIANE MILLER AND JON FILKEN GAVE AN UPDATE ON THE PROGRESS OF THE SIGN ORDINANCE AND THE IMPORTANCE OF ENFORCEMENT

AT THIS TIME COUNCIL MEMBER GOUGUET EXITED THE MEETING

APPROVE REQUEST FROM CHRIS SORTINA FOR A CONDITIONAL USE FOR PROPERTY LOCATED AT 101 RUBY STREET

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Chris Sortina for a Conditional Use for property located at 101 Ruby Street which is zoned C-2, for an indoor electric go-cart, mini golf, games and concessions business.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Lynn Bumpers and Wayne Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER GOUGUET RETURNED TO THE MEETING

APPROVE REQUEST BRUCE AND SHARON BONNECARRERE FOR A CONDITIONAL USE FOR PROPERTY LOCATED AT 114 GOODYEAR BLVD

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept Planning Commission recommendation to approve request from Bruce and Sharon Bonnacarrere for a Conditional Use for property located at 114 Goodyear Blvd. which is zoned C-2, for use as residential.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS OF PUBLIC WORKS VEHICLES

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request to surplus four Public Works vehicles; unit numbers 186, 306, 252 and 253.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME HARVEY MILLER INTRODUCED HEATH STEVENS AS NEW PARKS AND RECREATION DIRECTOR. HE AND DARYL SMITH PRESENTED THE COUNCIL WITH AN UPDATE ON THE SPORTS COMPLEX AT FRIENDSHIP PARK AND ALL THE UPGRADES MADE AT THE OTHER CITY PARKS.

AUTHORIZE CHIEF DAWSEY TO SIGN MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize Chief Dawsey to sign Memorandum of Understanding with Bureau of Alcohol, Tobacco, Firearms and Explosives in order to provide the Police Department with investigative services at no cost to the City.



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

**MEMORANDUM OF UNDERSTANDING REGARDING THE
eTRACE INTERNET BASED FIREARM TRACING APPLICATION**



**Memorandum of Understanding
between the
PICAYUNE POLICE DEPARTMENT
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) would like to extend their ongoing commitment to the law enforcement community by providing participating agencies with a paperless firearm trace submission system and trace analysis module that is readily accessible through a connection to the World Wide Web (Internet). This application, known as eTrace, provides the necessary utilities for submitting, retrieving, storing and querying firearms trace related information relative to your jurisdiction. The firearms tracing process is a valuable service offered by ATF to the global law enforcement community. Information acquired through the firearm tracing process can be utilized to solve individual cases, to maximize the investigative information available for use in identifying potential illegal firearms traffickers, and to supplement the analysis of crime gun trends and trafficking patterns.

Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided with an information platform for developing the best investigative strategies for the reduction of firearms-related crime and violence. ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of illicit firearms trafficking as well as the interdiction of firearm sources to juveniles, youth offenders and other prohibited persons. This Memorandum of Understanding (MOU) is intended to formalize a partnership between the participating agencies with regard to policy and procedures relative to the access and utilization of eTrace services.

The parties enter into this MOU pursuant to 31 U.S.C. § 6305; the E-Government Act of 2002, Public Law No. 107-347; and the Government Paperwork Elimination Act of 1998 (GPEA), Public Law No. 105-277.

Article II. Background

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the United States Department of Justice with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF enforces the Federal laws and regulations relating to

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alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with others to:

- Suppress and prevent crime and violence through enforcement, regulation, and community outreach
- Support and assist federal, state, local, and international law enforcement.
- Provide innovative training programs in support of criminal and regulatory enforcement functions
- Ensure fair and proper revenue collection. Provide fair and effective industry regulation

ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, narcotics traffickers, narco-terrorists, violent gangs, and domestic and international arms traffickers.

Sections 924(c) and (e) of Title 18 of the United States Code provide mandatory and enhanced sentencing guidelines for armed career criminals and narcotics traffickers as well as other dangerous armed criminals.

As part of ATF's unique enforcement powers the Congress of the United States has provided ATF with two federal sentencing laws that mandate minimum mandatory sentences for defendants convicted of offenses relating to the possession of a firearm in violation of the Gun Control Act of 1968. Under Title 18, United States Code, Section 924(c), defendants convicted of possessing a firearm during the commission of an offense defined as a federal crime of violence or a drug trafficking crime shall receive an additional 5 years imprisonment added to the punishment for the original offense. Under Title 18, United States Code, Section 924(e), a defendant convicted of illegally possessing a firearm in violation of Section 922 (g) who has three previous convictions for an offense defined as a violent felony or as a serious drug trafficking offense shall be imprisoned not less than 15 years.

ATF uses these statutes to target, investigate and recommend prosecution of these offenders to reduce the level of violent crime and enhance public safety. ATF also strives to increase State and local awareness of available Federal prosecution under these statutes. For more information about the use of these statutes please contact your local ATF office.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

REGULAR MEETING APRIL 15, 2014

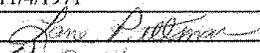
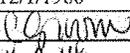
The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated points of contact (POC) shall be as follows:

ATF Field Division Name: New Orleans Field Division

Address: One Galleria Boulevard
Suite 1700
Metairie, Louisiana 70001

	Designated ATF Contact	Alternate ATF Contact
Name:	Fara Kaiser	
Title:	Industry Operations Intelligence Specialist	
Phone #:	(504) 841-7129	

Participating Law Enforcement Agency Name: PICAYUNE POLICE DEPARTMENT
Agency Address: 328 SOUTH MAIN STREET
PICAYUNE, MS 39466

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	SHANNON PITTMAN	CHRISTA GROOM
Title:	CAPTAIN	DETECTIVE
Phone #:	(601) 798-7411 ext. 401	(601) 798-7411 ext. 406
Email Address:	LPITTMAN@PICAYUNE.MS.US	CHRISTA.GROOM@PICAYUNE.MS.US
Date of Birth:	11/4/1971	12/1/1980
Signature:		
Date:	4-2-14	4-2-14

Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above

appointed individuals will be responsible for creating and maintaining a list of all personnel within your department that will require access to eTrace.

2. The designated POC(s) within your agency will be responsible for signing as the Designated Law Enforcement Agency Primary Point of Contact and Alternate Point of Contact on page three of this MOU.
3. The designated POC(s) will immediately notify the ATF National Tracing Center via eTrace in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133, ext. 1540
eMail: eTraceAdmin@atf.gov

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center (NTC) Division shall:

1. Upon receipt of this signed MOU, send an e-mail which will provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, each individual user will receive an e-mail containing their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The federal government may monitor and audit usage of this system, and all

persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.

- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.
- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement, subject to State and Federal law. The parties agree to notify all other parties to the MOU prior to the release of any sensitive firearms trace information to a third party under State or Federal law. The parties acknowledge that trace data may only be utilized for law enforcement purposes. Through Public Law 112-55, 125 STAT. 552 (November 18, 2011), Congress enacted restrictions regarding the further dissemination of firearm trace data outside of law enforcement. The participating law enforcement agency and any contractors working on their behalf must adhere by these disclosure restrictions. ATF recommends that these restrictions are discussed with the participating law enforcement agency's legal counsel prior to any data-sharing.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED. This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.**
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime".
- The parties agree that the ATF, National Tracing Center will be designated as the central

recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.

			3/21/14
Signature (Chief Law Enforcement Official)	Date	Signature (ATF - Special Agent in Charge or designee)	Date
BRYAN DAWSEY		Phillip M. Durham	
Name		Name	
CHIEF OF POLICE		Special Agent in Charge	
Title		Title	
PICAYUNE POLICE DEPARTMENT		New Orleans Field Division	
Agency/Department		ATF Field Division	

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CHIEF DAWSEY TO SIGN MEMORANDUM OF UNDERSTANDING WITH THE IMMIGRATION AND CUSTOMS ENFORCEMENT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize Chief Dawsey to sign Memorandum of Understanding with the Immigration and Customs Enforcement (ICE) for reimbursement of joint operations expenses from the Treasury Fund.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Picayune, Mississippi, Police Department and Immigration and Customs Enforcement (ICE), SAC New Orleans for the purpose of the reimbursement of costs incurred by the Picayune Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC New Orleans, with the participation of the Picayune Police Department, until terminated, in writing, by either party.

V. **TERMS, CONDITIONS, AND PROCEDURES**

A. **Assignment of Officer(s)**

To the maximum extent possible, the Picayune Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Picayune Police Department shall provide the ICE SAC New Orleans with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. **Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The Picayune Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC New Orleans, performed by its officer(s) assigned to this joint operation. In addition, the Picayune Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE SAC New Orleans.

The Picayune Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Picayune Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6650 Telecom Dr.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Picayune Police Department must submit to ICE SAC New Orleans the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Picayune Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Picayune Police Department will submit all requests for the reimbursement of joint operations' expenses to ICE SAC New Orleans, at the following address: 14091 Customs Blvd., Suite 200, Gulfport, MS, Attn. David Bonnaffons, Ph. 228-214-7001.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Picayune Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE SAC New Orleans and the Picayune Police Department, and is not intended to confer any right or benefit to any private person or party.

Signatures:

Raymond R. Parmer, Jr.
Special Agent in Charge
New Orleans, Louisiana

Brian Dawsey
Chief of Police
Picayune, Mississippi

Date: _____

Date: _____

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR TO SIGN APPLICATION FOR WAL-MART COMMUNITY GRANT

Motion was made by Council Member Breland, seconded by Council Member Stevens authorize Mayor to sign application for Wal-Mart Community Grant and all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CAPT. LAMAR THOMPSON

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve out of state travel for Capt. LaMar Thompson to attend 19th National Conference on Child Abuse and Neglect on April 30-May 2, 2014 in New Orleans.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS PROPERTY FOR AUCTION

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve surplus property for auction with proceeds going to the Special Police Drug Fund.



Major Richard Frierson,
Director of Finance/ Logistics

PICAYUNE POLICE DEPT.

328 South Main St. Picayune, Ms 39466

Phone: (601) 798-7411

FAX: (601) 798-7412

CELL: (601) 273-1660

- 44). RG .38 CAL., MODEL RG31, SERIAL #125240
- 45). INTRATEC .22LR, SERIAL #68853
- 46). ROSSI .357 CAL, SERIAL #F037051
- 47). AMBERG MAUSER 98, SERIAL #812
- 48). WINCHESTER 20GA., SERIAL #L1783747
- 49). BROWNING 12GA. , SERIAL #OK812
- 50). AK47 7.62X39MM, CA01276, 1 MAGAZINE
- 51). WINCHESTER 20 GA/912, SERIAL #37592
- 52). HI POINT RIFLE 9MM, SERIAL #B80215
- 53). WINCHESTER 20GA, SERIAL #434062
- 54). HARRINGTON/RICHA 12GA, SERIAL #A45946
- 55). REMINGTON 20GA, SERIAL #L650508X
- 56). LEE ENFIELD .3030, SERIAL #W1509
- 57). MARLIN .22 CAL, MODEL 995, SERIAL #20570250
- 58). MOSSBURG 20GA., SERIAL #6935700
- 59). MOSSBURG 12GA, SERIAL #P961388
- 60). MARLIN 3030 CAL., MODEL 336W, SERIAL #95033415
- 61). AK47 7.62X39MM, SERIAL #1-87268-08 R0
- 62). MOSSBURG 12GA , SERIAL #K882829
- 63). CHAMPION 12GA, SERIAL #UNKNOWN
- 64). ITHACA 20GA PUMP, SERIAL #UNKNOWN
- 65). STEVEN .22CAL, MODEL 62, SERIAL #288610
- 66). MOSSBURG .410GA., SERIAL #UNKNOWN
- 67). MOSSBURG 12GA, MODEL 500A, SERIAL #J766857
- 68). MOSSBURG 12GA, MODEL 500A, SERIAL #T271776
- 69). SAVAGE .22 CAL., MODEL M93R17, SERIAL #922299
- 70). MOSSBURG 12GA, SERIAL #P458288
- 71). LEE PELLET RIFLE, SERIAL #UNKNOWN
- 72). STEVENS 16GA., MODEL 94C, SERIAL #UNKNOWN
- 73). PUMPMASTER AIR RIFLE, SERIAL #5110908
- 74). AR-15 , SERIAL #A389357
- 75). SKS POLYTECH RIFLE, SERIAL #863
- 76). NEW ENGLAND 20GA., SERIAL #NH510329
- 77). HI-POINT 9MMX19 MODEL 995, SERIAL #A09681
- 78). MOSSBURG 12GA., SERIAL #H091705
- 79). REMINGTON MODEL 870, SERIAL #B103794U
- 80). SPRINGFIELD 16 GA, SERIAL #X80170
- 81). GLENFIELD .22 CAL, MODEL 60, SERIAL #70285311
- 82). BROWNING .22 CAL., MODEL 22, SERIAL #4T89383
- 83). BROWN & BLACK AIR RIFLE
- 84). PELLET GUN
- 85). MARLIN .22 CAL, SERIAL #10382358
- 86). STEVENS .22 CAL, SERIAL #UNKNOWN
- 87). NEW ENGLAND .410 GA, SERIAL #NC265178
- 88). RUGER .45CAL, SERIAL #66128484
- 89). KONICA MINOLTA MAGICOLOR 2300DL PRINTER, SERIAL #5311057463, WITH TWO CARTRIDGES
- 90). PLANAR MONITOR, SERIAL #AB402B13797
- 91). BROTHER MFC/COPIER/PRINTER/SCAN/FAX, SERIAL #NONE



Major Richard Frierson,
Director of Finance/ Logistics

PICAYUNE POLICE DEPT.

328 South Main St. Picayune, Ms 39466
Phone: (601) 798-7411
FAX: (601) 798-7412
CELL: (601) 273-1660

APRIL 15, 2014

BELOW IS A LIST OF ITEMS THAT ARE EITHER UN-REPAIRABLE OR UNUSABLE AND FORFEITED WEAPONS THAT ARE BEING REQUESTED TO BE SENT TO SURPLUS WITH PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

- 01). TOSHIBA LAPTOP, SERIAL #16146120Q
- 02). TOSHIBA LAPTOP, SERIAL #15213834K
- 03). TOSHIBA LAPTOP, SERIAL #35238443K
- 04). GATEWAY LAPTOP, SERIAL #1QA15003820
- 05). GATEWAY LAPTOP, SERIAL #1QA15003671
- 06). GATEWAY LAPTOP, SERIAL #1MA65115401
- 07). DELL LAPTOP, SERIAL #J1J3BK1
- 08). BROTHER INTELLIFAX, SERIAL #U61639K7J721390
- 09). VIEWSONIC MONITOR, SERIAL #Q78073161011
- 10). EMERSON TV, SERIAL #LC320EM2
- 11). POLAROID TV, SERIAL #JR7E8186710009282
- 12). GATEWAY LAPTOP, SERIAL #H040483689
- 13). GATEWAY DOCKING STATION, SERIAL #GWTF830JS9W
- 14). CLERKE 1ST.32 SERIAL, #790674
- 15). DAVIS P380 .380 CAL/MAG, SERIAL #AP243913
- 16). COLT .45 , SERIAL #32917G70, SCOPE/2 MAGAZINES
- 17). LORCIN .380 142555, 2 MAGAZINES
- 18). HIGH STANDARD .22 CAL, SERIAL #1904842
- 19). BARETTA .25 DQL MODEL/950, SERIAL #G13783
- 20). LORCIN .380 MODEL L380, SERIAL #442887, 1 MAGAZINE
- 21). GUARDIAN .25CAL, SERIAL #G803391
- 22). COLT .357 CAL. MODEL MKIII, SERIAL #7552J
- 23). ROSSI .38 CAL. MODEL 38SPE, SERIAL #AA005868
- 24). PHOENIX ARMS .25 RAVEN, SERIAL #3203170
- 25). F.I.E. SPP .380, SERIAL #B29822
- 26). NORTH AMERICAN .22, SERIAL #V91845
- 27). JIMENEZ ARMS .22, SERIAL #1140938
- 28). TAURUS .45, MODEL PT145, SERIAL #NAN27755
- 29). F.I.E. .38 CAL., SERIAL #ST11356
- 30). BRYCO ARMS .380 CAL., SERIAL #267377
- 31). JENNINGS .38 CAL, SERIAL #1028357
- 32). TAURUS .40 CAL, MODEL PT140, SERIAL #SZ659963
- 33). LORCIN .380 CAL, MODEL LH380, SERIAL #LH00505
- 34). BROWNING .22 CAL, SERIAL #655NF21722, NYLON HOLSTER
- 35). STARR 9MM CAL., SERIAL #1844296
- 36). DAVIS IND. .380 CAL, MODEL P380, SERIAL #AP264860
- 37). TAURUS .40 CAL, MODEL PT640, SERIAL #SET67933
- 38). CHARTER 2000 .44 CAL SPEC, SERIAL #44489
- 39). LUGER 9MM, SERIAL #A058672
- 40). BERETTA .22 CAL, SERIAL #74020CC, LEATHER HOLSTER
- 41). BERETTA 9MM MODEL 92F, SERIAL #BER0453810
- 42). RUGER 9MM, MODEL P89, SERIAL #S05-92553, 1 MAGAZINE
- 43). LORCIN .25 CAL., MODEL L25, SERIAL #161078

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Mr. Joe Pascal.

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER**

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **April 16, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Joe Pascal** hereinafter referred to as the "Lessee",

WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. J-16** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **Yearly**, with the term to begin on **April 16, 2014** and continue thereafter yearly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Blvd, Picayune, Mississippi 39466, or by personal delivery

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

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

which might be otherwise used for arrears of rent or other default.

13. FORCE MAJEURE

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

14. INSURANCE

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

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

15. SURRENDER OF PREMISES

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

16. NOTICES

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

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

At to Lessee: Joe Pascal
921 West Lakeshore Dr.
Carrier MS 39426
601-347-8222

WITNESS the signatures of the parties hereto, this the 16 day of April 2014.

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Valente to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Lynn Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, May 6, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton..

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated April 15, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly budget report for the month of April 2014.

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014

Run: 4/30/2014 at 8:37 AM

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	1,299,183	27,197	1,135,141	757,857	377,284	87
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	23,142	131,826	131,758	68	58
001-000-202.00-000-000 PERSONAL TAXES	414,947	5,575	339,311	242,052	97,259	82
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	583	763	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	1,759	6,838	17,500	(10,662)	23
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,903	54,640	38,092	16,548	84
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	1,368	7,056	23,333	(16,277)	18
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	450	4,275	2,231	2,044	112
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	106,132	443,007	358,750	84,257	72
001-000-222.00-000-000 BUILDING PERMITS	46,000	5,826	63,124	26,833	36,291	137
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	550	5,435	2,013	3,422	158
001-000-224.00-000-000 LOT CLEAN UP	20,000	(7,794)	588	11,667	(11,079)	3
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	16,042	(16,042)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	5,050	(5,050)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,615	4,702	(3,087)	20
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	10,208	2,648	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	73,422	81,667	(8,245)	52
001-000-253.28-000-000 USM PROJECT SAFE	0	2,114	6,750	0	6,750	0
NEIGHBORHOOD GRANT	0	0	20	0	20	0
001-000-258.00-000-000 HOMELAND SECURITY GRANT	0	0	0	0	0	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	340,071	2,338,045	2,378,833	(40,788)	57
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	32,746	(32,746)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	587	16,960	11,659	5,301	86
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	1,068	(1,068)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	8,750	3,850	84
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	0	3,831	3,792	39	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	6,429	186,607	128,333	58,274	85
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	70,406	(70,406)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	1,095	7,219	7,583	(364)	56
001-000-330.00-000-000 COURT FINES & FEES	350,000	22,460	156,051	204,167	(48,116)	45
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	2,065	13,980	13,125	855	62
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	230	1,331	700	631	111
001-000-336.05-000-000 COLLECTION FEE	100	0	79	58	21	79
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	1,071	6,968	5,950	1,018	68
001-000-340.00-000-000 INTEREST EARNED	20,000	763	9,810	11,667	(1,857)	49
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	500	0	500	0
001-000-348.02-000-000 ADOPT A FLOWERBED	0	0	1,570	0	1,570	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	(3,025)	12,676	8,167	4,509	91
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	43,679	(43,679)	0
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0
001-000-393.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301.00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	50	450	0	450	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	750	0	750	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(240,800)	240,800	0
Total Revenues	7,577,522	540,018	5,112,972	4,420,221	692,751	67
Expenditures						
Municipal Council Expenses						
PERSONNEL	66,113	5,009	37,123	38,566	1,443	56
SUPPLIES	500	0	237	292	55	47
OUTSIDE SERVICES	64,150	3,554	31,543	37,421	5,878	49
CAPITAL OUTLAY	40,000	0	184,350	40,000	(144,350)	461
Total Municipal Council Expenses	170,763	8,563	253,253	116,279	(136,974)	148
Municipal Court Expenses						
PERSONNEL	269,077	19,234	143,595	156,962	13,367	53
SUPPLIES	4,000	326	1,473	2,333	860	37
OUTSIDE SERVICES	54,750	6,953	48,240	31,938	(16,302)	88
Total Municipal Court Expenses	327,827	26,513	193,308	191,233	(2,075)	59
City Attorney Expenses						
PERSONNEL	9,450	718	5,305	5,514	209	56
OUTSIDE SERVICES	20,000	536	11,148	11,667	520	56
Total City Attorney Expenses	29,450	1,254	16,453	17,181	729	56
City Manager Expenses						
PERSONNEL	97,355	7,500	56,547	56,790	243	58
SUPPLIES	7,500	0	1,755	4,376	2,621	23
OUTSIDE SERVICES	16,300	1,208	7,984	9,509	1,525	49
Total City Manager Expenses	121,155	8,708	66,286	70,675	4,389	55
General Services Expenses						
PERSONNEL	16,920	1,286	9,425	9,871	446	56
SUPPLIES	7,700	276	4,439	4,492	53	58
OUTSIDE SERVICES	219,200	9,540	174,044	127,868	(46,176)	79
Total General Services Expenses	243,820	11,102	187,908	142,231	(45,677)	77
Financial Expenses						
PERSONNEL	138,675	11,144	86,146	80,893	(5,253)	62
SUPPLIES	7,500	90	4,562	4,375	(187)	61
OUTSIDE SERVICES	69,400	3,784	33,196	40,484	7,288	48
Total Financial Expenses	215,575	15,018	123,904	125,752	1,848	57
Code Enforcement Expenses						
PERSONNEL	135,346	16,101	90,833	78,952	(11,881)	67
SUPPLIES	4,300	0	4,174	2,508	(1,666)	97
OUTSIDE SERVICES	21,650	968	15,276	12,630	(2,646)	71
Total Code Enforcement Expenses	161,296	17,069	110,283	94,090	(16,193)	68

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014**

Run: 4/30/2014 at 8:37 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Police Administration Expenses						
PERSONNEL	160,493	9,737	89,482	93,622	4,140	56
SUPPLIES	7,500	15	2,666	4,375	1,709	36
OUTSIDE SERVICES	59,013	2,952	27,990	34,464	6,475	47
CAPITAL OUTLAY	8,657	0	8,657	5,050	(3,607)	100
Total Police Administration Expenses	235,663	12,704	128,795	137,511	8,717	55
Patrol & Investigations Expenses						
PERSONNEL	1,328,962	54,331	820,042	764,022	(56,020)	62
SUPPLIES	136,750	2,473	77,149	79,979	2,830	56
OUTSIDE SERVICES	96,000	3,978	68,367	52,875	(15,492)	71
CAPITAL OUTLAY	7,968	166	1,714	4,415	2,701	23
Total Patrol & Investigations Expenses	1,569,280	60,948	967,272	901,291	(65,981)	62
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	133,554	5,806	88,832	77,907	(10,925)	67
SUPPLIES	39,000	3,284	38,219	22,749	(15,470)	98
OUTSIDE SERVICES	14,000	1,874	5,280	7,542	2,262	38
Total Custody of Prisoners Expenses	186,554	10,964	132,331	108,198	(24,133)	71
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	389,410	14,249	196,677	227,156	30,479	51
SUPPLIES	6,500	147	4,416	2,959	(1,457)	68
OUTSIDE SERVICES	20,300	483	10,587	11,633	1,046	52
Total Records & Communications Expenses	416,210	14,879	211,680	241,748	30,068	51
School Patrol Expenses						
PERSONNEL	160,205	6,662	93,922	110,700	16,778	59
SUPPLIES	6,000	512	5,516	3,291	(2,225)	92
OUTSIDE SERVICES	2,250	210	1,697	1,105	(592)	75
Total School Patrol Expenses	168,455	7,384	101,135	115,096	13,961	60
Animal Control Expenses						
PERSONNEL	30,131	1,147	15,966	17,576	1,610	53
SUPPLIES	2,780	1	1,877	2,246	369	68
OUTSIDE SERVICES	47,650	3,521	27,784	27,588	(196)	58
Total Animal Control Expenses	80,561	4,669	45,627	47,410	1,783	57
Fire Department Expenses						
PERSONNEL	2,042,241	153,389	1,161,527	1,191,307	29,780	57
SUPPLIES	52,600	99	24,719	30,683	5,964	47
OUTSIDE SERVICES	73,063	4,865	61,569	42,620	(18,949)	84
CAPITAL OUTLAY	24,000	0	23,922	24,000	78	100
Total Fire Department Expenses	2,191,904	158,463	1,271,737	1,288,610	16,873	58

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014**

Run: 4/30/2014 at 8:37 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
<u>Streets & Drainage Expenses</u>						
PERSONNEL	441,228	32,775	241,710	257,385	15,675	55
SUPPLIES	142,001	4,444	105,388	83,667	(21,721)	74
OUTSIDE SERVICES	321,200	25,358	238,284	187,367	(50,917)	74
CAPITAL OUTLAY	10,000	0	7,924	10,000	2,076	79
Total Streets & Drainage Expenses	914,429	62,577	593,306	538,419	(54,887)	65
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	386,345	28,737	217,436	225,370	7,934	56
SUPPLIES	101,344	3,646	41,034	59,118	18,084	40
OUTSIDE SERVICES	20,950	115	16,054	12,221	(3,833)	77
Total Grounds & Beautification Expenses	508,639	32,498	274,524	296,709	22,185	54
<u>Equipment Maintenance Expenses</u>						
PERSONNEL	45,987	2,472	18,402	26,827	8,425	40
SUPPLIES	14,110	410	1,778	7,398	5,620	13
OUTSIDE SERVICES	10,300	697	5,860	6,009	149	57
Total Equipment Maintenance Expenses	70,397	3,579	26,040	40,234	14,194	37
Total Expenditures	7,611,978	456,892	4,703,842	4,472,667	(231,173)	62
Excess Revenue Over (Under) Expenditures	(34,456)	83,126	409,130	(52,446)	923,924	1,187

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014**

Run: 4/30/2014 at 8:36 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	250	0	453	146	307	181
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,402	9,909	0	9,909	0
110-043-341.00-000-000 RENT	48,790	0	0	28,461	(28,461)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	11,133	(11,133)	0
110-402-269.00-000-000 SALES TAX-TOURISM	440,000	36,938	233,867	256,667	(22,800)	53
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	350	3,055	1,458	1,597	122
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	300	300	583	(283)	30
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	58	(58)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	145	292	(147)	29
110-402-346.00-000-000 DONATIONS	0	0	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	45,000	17,000	17,000	33,333	(16,333)	38
Total Revenues	557,225	55,990	265,730	332,131	(66,401)	48
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	0	4,127	0	(4,127)	0
Total Sale of Lots Expenses	0	0	4,127	0	(4,127)	0
Recreation Expenses						
PERSONNEL	127,352	11,657	66,105	74,288	8,183	52
SUPPLIES	52,500	157	37,972	41,292	3,320	72
OUTSIDE SERVICES	115,000	7,466	45,370	67,500	22,130	39
CAPITAL OUTLAY	17,000	0	17,000	17,000	0	100
Total Recreation Expenses	311,852	19,280	166,447	200,080	33,633	53
Retirement Development Expenses						
Total Expenditures	311,852	19,280	170,574	200,080	29,506	55
Excess Revenue Over (Under) Expenditures	245,373	36,710	95,156	132,051	(95,907)	39

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014**

Run: 4/30/2014 at 8:36 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						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	350,000	(350,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	5,313	67,100	45,885	21,215	85
351-000-341.02-000-000 GROUND LEASES	12,480	900	10,230	7,280	2,950	82
351-000-374.00-000-000 FUEL SALES	6,000	358	2,248	3,500	(1,252)	37
Total Revenues	697,140	6,571	79,578	406,665	(327,087)	11
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,097	30,700	33,553	2,853	53
SUPPLIES	500	0	192	292	100	38
OUTSIDE SERVICES	55,640	1,431	21,555	32,456	10,901	39
CAPITAL OUTLAY	660,000	0	0	385,000	385,000	0
Total Airport Expenses	773,659	5,528	52,447	451,301	398,854	7
Total Expenditures	773,659	5,528	52,447	451,301	398,854	7
Excess Revenue Over (Under) Expenditures	(76,519)	1,043	27,131	(44,636)	(725,941)	35

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014

Run: 4/30/2014 at 8:37 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						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	4,673	4,375	288	62
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	1,230	0	1,230	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	13,503	25,075	11,667	13,408	125
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,609	31,996	31,500	496	59
405-000-355.00-000-000 MISC INCOME	112,000	7,436	47,354	65,333	(17,979)	42
405-000-355.01-000-000 MISC INCOME BAGS	4,000	440	1,865	2,333	(468)	47
405-000-355.02-000-000 MISC INCOME TAPS	0	(1,500)	(1,500)	0	(1,500)	0
405-000-360.01-000-000 METERED SALES WATER	1,656,138	129,716	897,864	966,081	(68,217)	54
405-000-360.02-000-000 METERED SALES GAS	1,818,615	181,016	1,506,981	1,060,859	446,122	83
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	140	1,040	1,167	(127)	52
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,899	87,941	84,583	3,358	61
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,249	566,362	533,750	32,612	62
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	316	43,107	0	43,107	0
Total Revenues	4,734,253	429,824	3,213,988	2,761,648	452,340	68
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	60,417	58,333	(2,084)	60
Total Intrafund Transfers Expenses	100,000	8,333	60,417	58,333	(2,084)	60
Utility Administration Expenses						
PERSONNEL	595,519	45,141	333,475	347,387	13,912	56
SUPPLIES	29,000	5,503	12,983	16,500	3,517	45
OUTSIDE SERVICES	220,250	7,392	130,681	128,478	(2,203)	59
Total Utility Administration Expenses	844,769	58,036	477,139	492,365	15,226	56
Director of Public Works Expenses						
PERSONNEL	161,940	12,453	93,824	94,464	640	58
SUPPLIES	15,930	0	2,346	9,292	6,946	15
OUTSIDE SERVICES	77,483	5,499	29,641	45,199	15,558	38
CAPITAL OUTLAY	106,404	0	110,023	105,571	(4,452)	103
Total Director of Public Works Expenses	361,757	17,952	235,834	254,526	18,692	65
Water Regulations Expenses						
PERSONNEL	40,780	3,570	27,224	23,789	(3,435)	67
SUPPLIES	23,511	8	3,664	13,715	10,031	16
OUTSIDE SERVICES	6,300	50	2,592	3,675	1,083	41
Total Water Regulations Expenses	70,591	3,628	33,500	41,179	7,679	47
Well and Pump Maintenance Expenses						
SUPPLIES	33,368	120	21,516	19,459	(2,057)	65
OUTSIDE SERVICES	67,216	5,595	49,588	39,209	(10,379)	74
Total Well and Pump Maintenance Expenses	100,574	5,715	71,104	58,668	(12,436)	71

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014**

Run: 4/30/2014 at 8:37 AM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Sewer Construction Expenses						
Utility Construction Expenses	107,276	7,821	48,135	62,577	14,442	45
PERSONNEL	38,831	75	22,045	22,651	606	57
SUPPLIES	34,149	138	12,797	19,920	7,123	37
OUTSIDE SERVICES	0	57,540	62,820	0	(62,820)	0
CAPITAL OUTLAY	180,256	65,574	145,797	105,148	(40,649)	81
Total Utility Construction Expenses						
Water Operations Expenses						
PERSONNEL	248,222	19,592	145,243	144,797	(446)	59
SUPPLIES	107,381	308	88,466	62,640	(25,826)	82
OUTSIDE SERVICES	19,981	412	18,009	11,656	(6,353)	90
CAPITAL OUTLAY	54,992	0	(31,952)	32,079	64,031	(58)
Total Water Operations Expenses	430,576	20,312	219,766	251,172	31,406	51
Gas Operations Expenses						
PERSONNEL	219,413	19,225	130,184	127,990	(2,194)	59
SUPPLIES	1,073,079	114,120	798,300	625,963	(172,337)	74
OUTSIDE SERVICES	83,336	665	40,994	48,613	7,619	49
CAPITAL OUTLAY	3,000,000	0	26,223	1,750,000	1,723,777	1
Total Gas Operations Expenses	4,375,828	134,010	995,701	2,552,566	1,556,865	23
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,517	582,130	472,500	(109,630)	72
Total Garbage Expenses	810,000	72,517	582,130	472,500	(109,630)	72
Loan Interest Expenses						
INTEREST EXPENSE	0	3,278	75,358	0	(75,358)	0
Total Loan Interest Expenses	0	3,278	75,358	0	(75,358)	0
Total Expenditures	7,274,351	389,355	2,896,746	4,286,457	1,389,711	40
Excess Revenue Over (Under) Expenditures	(2,540,098)	40,469	317,242	(1,524,809)	(937,371)	12

CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 4/30/2014

Run: 4/30/2014 at 8:36 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						
405-000-211.00-000-000 RECORDING FEES	300	48	432	175	257	144
405-000-340.00-000-000 INTEREST INCOME	250	0	108	146	(38)	43
405-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	35,667	40,250	(4,583)	52
405-000-392.00-000-000 SALE OF LOTS	20,000	967	16,942	11,667	5,275	85
Total Revenues	89,550	6,765	53,149	52,238	911	59
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,878	28,656	40,627	11,971	41
SUPPLIES	7,880	20	2,215	4,597	2,382	28
OUTSIDE SERVICES	3,269	93	1,129	1,907	778	35
CAPITAL OUTLAY	76,300	0	20,853	73,300	52,447	27
Total Cemetery Expenses	157,093	3,991	52,853	120,431	67,578	34
Total Expenditures	157,093	3,991	52,853	120,431	67,578	34
Excess Revenue Over (Under) Expenditures	(67,543)	2,774	296	(68,193)	(66,667)	0

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Gouquet to approve the docket for May 6, 2014 in the amount of \$564,335.19.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM MAY 4-10 AS NATIONAL GOODWILL WEEK

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to proclaim May 4-10, 2014 as National Goodwill Week.

**PROCLAMATION
FOR
NATIONAL GOODWILL WEEK
MAY 4-10, 2014**

WHEREAS, Goodwill Industries International is a network of 186 community-based autonomous member organizations that services people with workplace disadvantages and disabilities by providing job training and employment services, as well as job placement opportunities and post-employment support: and

WHEREAS, with location in the United States, Canada and 23 other countries, Goodwill Industries enhance the quality and dignity of life for individuals, families, and communities on a global basis, through the power of work, by eliminating barriers to opportunity for people with special needs, and by facilitating empowerment, self-help, and service through dedicated, autonomous local organizations: and

WHEREAS, the vision statement of Goodwill Industries International is: GOODWILL INDUSTRIES WILL BE SATISFIED ONLY WHEN EVERY PERSON IN THE GLOBAL COMMUNITY HAS THE OPPORTUNITY TO ACHIEVE HIS/HER FULLEST POTENTIAL AS AN INDIVIDUAL AND TO PARTICIPATE AND CONTRIBUTE FULLY IN ALL ASPECTS OF A PRODUCTIVE LIFE;

NOW, THEREFORE, I, Ed Pinero, Mayor of the City of Picayune, hereby proclaim the week beginning May 4 and ending May 10, 2014 as

**GOODWILL INDUSTRIES INTERNATIONAL WEEK
In the**

CITY OF PICAYUNE, MS.

ADOPTED this 6th day of May 2014.

ED PINERO
MAYOR

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE REQUEST FOR GOODYEAR BOULEVARD CRUISE EVENT/JERRY CUMBERLAND MEMORIAL SCHOLARSHIP FUND

Motion was made by Council Member Gouguet, seconded by Council Member Breland to table the request for the Goodyear Boulevard Cruise Event/Jerry Cumberland Memorial Scholarship Fund.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MOUNTAINEER COMPUTER SYSTEMS INC. MANAGEMENT AND SUPPORT AGREEMENT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve Mountaineer Computer Systems Inc. Management and Support Agreement for the period of July 1, 2014 through June 30, 2014 and authorize City Clerk to sign said documents.



MOUNTAINEER

Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres.
(540) 491-2546
Cell: (304) 667-5992
Fax: (866) 891-1361
E-mail: jim@mcsww.com

Jeffrey S. Feamster, VP
(304) 647-5980
Cell: (304) 667-5990
Fax: (801) 640-8611
E-mail: jeff@mcsww.com

April 8, 2014

City of Picayune
203 Goddyear Boulevard
Picayune, MS 39466

Your current maintenance and support agreement with us is due to expire on June 30, 2014. Therefore, you will find enclosed a new maintenance and support agreement to cover the period July 1, 2014 through June 30, 2015. The terms of the agreement are spelled out within the document. Your support will be continued when the support agreement is signed and returned to us with your payment based upon the payment plan that you choose. Even if you choose not to participate in a maintenance contract, you must sign and return the enclosed form that shows that you understand the terms of support rendered without a maintenance agreement. Regardless of the plan that you choose, please return the enclosed acknowledgment form to our office prior to June 15, 2014. Signed maintenance agreements are due no later than July 31, 2014.

As in prior years, you can receive a discount by paying your agreement early. If you choose option 4, you will receive a discount on the total price of 4% off the annual price. Your payment must be in our office by the close of business on **May 31, 2014** in order to qualify for this discount. **There will be absolutely no exceptions to qualify for the discount.** Paying for the maintenance agreement in May will not affect your current year budget. If you need assistance in recording the entry so as to not affect this year's budget, please let us know.

Your payment options are as follows:

1. Annual payment of **\$ 5675.00** due **July 1, 2014**.
2. Quarterly payments of **\$ 1545.03** due by the first day of each calendar quarter. (July 1, October 1, January 1, April 1)
3. Monthly payments of **\$ 509.55** due by the first day of each month.
4. Discounted annual payment of **\$ 5448.00** due **May 31, 2014**.

Should you decide not to participate in the support agreement; all maintenance and support will be billed at the prevailing hourly rate for all services rendered including travel time. The prevailing rate as of July 1, 2014 is \$265.00 per hour, subject to change without notice. You will also be responsible for all parts required for your system in the event of hardware or software failure. In addition you will be billed for all out-of-pocket expenses that we incur in connection with your system. These costs will include, but not be limited to, supplies purchased on your behalf (with your approval), long distance telephone charges for modem and telephone support (minimum charge - 15 minutes.), and mileage expense (based on the IRS current standard rate).

Please remember that this agreement is in addition to any agreement that you may have currently with AccuFund, Inc. While a limited support agreement (including maintenance and enhancements) with AccuFund, Inc. is optional, please be aware that it does entitle Mountaineer Computer Systems, Inc. to receive technical support from AccuFund, Inc. on your behalf. If you choose not to participate in AccuFund's limited maintenance and support, there is always the possibility that a problem will develop that is beyond our current capabilities that requires technical assistance from AccuFund, Inc. We reserve the right to bill you for any charges we incur on your behalf.

Experts in Governmental Computerized Accounting and Information Systems.

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MOUNTAINEER

Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres.
(540) 491-2546
Cell: (304) 667-5992
Fax: (866) 891-1361
E-mail: jim@mcsww.com

Jeffrey S. Feamster, VP
(304) 647-5980
Cell: (304) 667-5990
Fax: (801) 640-8611
E-mail: jeff@mcsww.com

We look forward to serving you during the next fiscal year. If you have any questions or need any additional information, please feel free to contact us.

Thank you,

Mountaineer Computer Systems, Inc.

Experts in Governmental Computerized Accounting and Information Systems.

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF FY 2015 FINANCIAL FORECAST

Motion was made by Council Member Breland, seconded by Council Member Gouguet to acknowledge receipt of the FY 2015 Financial Forecast.

REGULAR MEETING MAY 6, 2014



	<u>Adopted w/Amendments</u> FY 2014 <u>GENERAL FUND</u>	<u>Projected</u> FY 2015 <u>GENERAL FUND</u>
<u>RECEIPTS:</u>		
LICENSE & PERMITS	\$ 701,000	755,340 Increase in anticipated franchise fees
INTERGOVERNMENTAL REVENUES	5,554,781	5,398,685 Reduction in grant reimbursements
CHARGES FOR SERVICES	23,550	28,100
FINES & FORFEITS	396,900	397,700
MISCELLANEOUS	20,500	14,000
TRANSFERS	74,879	74,879 Transfers for grant matches - carried over
INTEREST EARNINGS	20,000	20,000
PROCEEDS FROM LOANS		
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	6,791,610	6,688,704
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,066,287	2,062,539
TOTAL REVENUES	8,847,897	8,751,243

REGULAR MEETING MAY 6, 2014



Econ Dev - Tourism Econ Dev - Tourism
FY 2014 ADOPTED PROJECTED
BUDGET BUDGET FY 2015
W/AMENDMENTS

RECEIPTS:

INTERGOVERNMENTAL REVENUES	\$	468,000	424,000	Reduction in anticipated sales tax
LOWER PEARL RIVER VALLEY GRANT				
LEASES/RENT		0	0	
INTEREST EARNED		500	500	
MISCELLANEOUS		3,600	3,600	
TRANSFERS		17,000	0	FY 2014 transfer for vehicle purchase
TOTAL REVENUES		489,100	428,100	



		<u>ADOPTED</u> <u>FY 2014</u> <u>CEMETERY</u> <u>FUND</u>	<u>PROJECTED</u> <u>FY 2015</u> <u>CEMETERY</u> <u>FUND</u>
<u>RECEIPTS:</u>			
SALE OF LOTS	\$	20,000	20,000
MISCELLANEOUS		300	350
INTEREST INCOME		250	200
TRANSFERS		69,000	69,000
TOTAL REVENUES		<hr/> 89,550	89,550



AIRPORT FUND
FY 2015
PROJECTED BUDGET

	ADOPTED FY 2014 AIRPORT FUND	PROJECTED FY 2015 AIRPORT FUND
<u>RECEIPTS:</u>		
INTERGOVERNMENTAL REVENUES	600,000	600,000
LEASES/RENT	91,140	91,140
MISCELLANEOUS	6,000	4,000
TOTAL REVENUES	697,140	695,140



UTILITY FUND
 FY 2014
 ADOPTED BUDGET

	<u>ADOPTED FY</u> <u>2014</u> <u>w/Amendments</u>	<u>PROJECTED</u> <u>FY 2015</u>
<u>RECEIPTS:</u>		
INTERGOVERNMENTAL REVENUES	\$ 99,000	99,000
CHARGES FOR UTILITY SERVICES	4,389,753	4,389,753
MISCELLANEOUS	283,000	288,000
INTEREST EARNINGS	7,500	10,140
TRANSFERS	0	0
PROCEEDS FROM LOANS	0	0
TOTAL REVENUES	4,779,253	4,786,893

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE FOR PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Valente, seconded by Council Member Stevens to set a date of June 3, 2014 for a public hearing on property clean-up for the following properties:

960 Shirley Drive	PPIN 25080
1417 Eighth Ave	PPIN 24145
715 Glenwood	PPIN 23055
509 Country Club Dr.	PPIN 21649
1423 S Beech St.	PPIN 25640
2804 Hickman Ave.	PPIN 25240
2811 Dixie Dr.	PPIN 25241
207 South Boley	PPIN 22235

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ADVERTISE FOR THE AIRPORT IMPROVEMENT PROJECT

Motion was made by Council Member Breland, seconded by Council Member Stevens approve request to advertise for the Airport Improvement Project.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT \$1,000 GRANT FROM WAL-MART FOR COMMUNITY POLICING

Motion was made by Council Member Breland, seconded by Council Member Valente to accept \$1000 grant from Wal-Mart for community policing fund to help educate senior citizens.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE APPLICATION FOR FY 2014 BULLETPROOF VEST PARTNERSHIP PROGRAM

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve application for FY 2014 Bulletproof Vest Partnership (BVP) Program and authorize mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MEMORANDUM OF UNDERSTANDING WITH THE MS ATTORNEY GENERAL'S OFFICE

Motion was made by Council Member Breland, seconded by Council Member Valente to approve Memorandum of Understanding with the Mississippi Attorney General's Office to provide the Police Department with investigative services, training and possible equipment at no cost to the city and authorize Chief Dawsey to sign said document.

Mississippi Internet Crimes Against Children Memorandum of Understanding

Parties

The Mississippi Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to enforce laws regarding Internet Crimes Against Children (ICAC), and the Mississippi Attorney General's Office utilizes this grant to administer and operated the ICAC Task Force.

This Memorandum of Understanding (MOU) is entered into by the Mississippi Attorney General's Office and the Picayune Police Department.

Overview/Mission Statement

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cyber crime units. The national ICAC program assists state and local law enforcement agencies develop and effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency, team approach to investigation and prosecuting ICAC cases.

The mission of the Mississippi ICAC Task Force therefore is to:

1. properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers;
2. provide training and equipment to those involved in investigating and prosecuting ICAC and;
3. provide community education regarding the prevention of ICAC.

Purpose

The purpose of this MOU is to formalize the working relationship between the Picayune Police Department, the Mississippi Attorney General's Office and the Mississippi ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, Picayune Police Department agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigation ICAC. By joining this Task Force, Picayune Police Department will benefit from grant resources, joint operations, and extensive training opportunities.

By entering into this MOU, the Mississippi Attorney General's Office will benefit from investigative support from Picayune Police Department.

Investigations

All ICAC investigations will be conducted by sworn law enforcement investigators and in the spirit of cooperation with other ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. However, ICAC investigations shall also be governed by the national ICAC programs Operational and Investigative Standards (attached). Violation of the ICAC operational standards is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency. It is agreed that unilateral acts on the part of employees involved in Task Force investigations are not in the best interest of the Task Force.

Picayune Police Department will:

Only sworn Picayune Police Department law enforcement personnel will conduct undercover ICAC investigations. Each investigator involved with undercover operations **must** receive ICAC training prior to initiating proactive investigations. Reports of all undercover and enforcement activity shall be made monthly to the Mississippi Attorney General's Office.

Conduct reactive investigations where subjects are associated with Picayune Police Department jurisdiction, including investigations of child pornography CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

Record and document all undercover online activity. Any deviations from this policy due to unusual circumstances shall be documented in the relevant case file and reviewed by the ICAC Task Force Program Manager.

Provide agents assigned to the Task Force access to all ICAC investigative files including, without limitation, computer records, in order to ensure compliance with all national ICAC standards.

Locate its ICAC investigators in secured space provided by Picayune Police Department with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets and under the control of Picayune Police Department ICAC Task Force personnel, with restricted access to authorized personnel only.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Force.

Supervision

Picayune Police Department will be responsible for the day-to-day operational supervision, administrative control, and personal and professional conduct of its officers and agents assigned to the Task Force. ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

Liability

Picayune Police Department is responsible and liable for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own officers, agents or employees that occur within the scope of their official duties.

Reporting Statistics

Using a form provided by the Mississippi Attorney General's Office, Picayune Police Department shall submit monthly statistics to the Mississippi Attorney General's Office on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the appropriate format by the 10th day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each sexual exploitation of a minor (child pornography) case, and/or criminal solicitation of a minor (enticement/traveler) case investigated by Picayune Police Department. The Mississippi Attorney General's Office will then be responsible for all required reporting to OJJDP.

Training

Picayune Police Department shall make investigators designated as Task Force members available for applicable specialized training provided through the national ICAC program and other appropriate training programs. The Mississippi Attorney General's Office will review training requests and provide funding for ICAC-approved training when appropriate.

Confidentiality

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

Effective Date

This agreement shall be effective on _____, 2014 and shall continue until such time as federal funding for the ICAC Task Force ends or the agreement is canceled by either party upon written notice delivered to both agency directors.

Entered into this _____ day of _____, 2014

ICAC Task Force Affiliate-Department Head Signature

Mississippi ICAC Task Force Authorized Signature

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR FIRE MARSHALL PAT WEAVER

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize out of state travel for Fire Marshall Pat Weaver for the purpose of attending recertification class for arson dog, Joanie, in Springfield, IL, June 1-4, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT HOMELAND SECURITY GRANT IN THE AMOUNT OF \$16,000

Motion was made by Council Member Breland, seconded by Council Member Valente to accept Homeland Security Grant No. S11HS297 in the amount of \$16,000 for the purpose of purchasing communications equipment which will operate on the MSWIN System and authorize Chief Brown to sign. This is a 100% funded grant with no match.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Stevens to recess until Tuesday, May 20 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, May 20, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated May 6, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly Privilege License report for the month of April 2014.

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City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We b
Def 416024	4/01/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27806		DALINDA'S HAIR SALON	2013-2014 PRIV LICENSE	23.00	4/09/2014	
Def 416025	4/01/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		11063		GILL, DALINDA	2013-2014 PRIV LICENSE	23.00	4/09/2014	
Def 417071	4/07/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30455		BLUSH SALON		20.00	4/09/2014	
Def 417166	4/07/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27902		MAURICE'S UPHOLSTERY	2013-2014 PRIV LICENSE	23.00	4/09/2014	
Def 417435	4/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001351	29424		ESULATTON, LLC	2013-2014 priv license	23.20	4/09/2014	
Def 417468	4/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001044	01369		BROWN, CHERYL S	2013-2014 PRIV LICENSE	23.20	4/09/2014	
Def 417625	4/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001333	30459		GENCO'S AMUSEMENT	2013-2014 PRIVILEGE	540.00	4/09/2014	
Def 417690	4/09/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30465		HARALSON'S BARBER SHOP	2013-2014 PRIV LICENSE	20.00	4/09/2014	
Def 417816	4/09/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30347		MINI SUPER LATINO	2013-2014 adding beer	15.00	4/09/2014	
Def 419723	4/16/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		27528		AMERICANO		23.00	4/21/2014	
Def 419940	4/17/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001442	30478		APRIL'S ART STUDIO	privilege license 2013-2014	20.00	4/21/2014	
Def 419946	4/17/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30481		VALUE LAUNDRY	2013-2014 PRIV LICENSE	20.00	4/21/2014	
Def 420101	4/17/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30487		PICAYUNE'S ONE STOP SHOP	2013-2014 PRIV LICENSE	20.00	4/21/2014	
Def 420749	4/22/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002830	27073		C & R FLEA MARKET	2013-2014 PRIV LICENSE	177.00	5/05/2014	
Def 420750	4/22/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002830	27073		RUBY VIII-HOP STORE3352	2013-2014 PRIV LICENSE	177.00	5/05/2014	
Def 420751	4/22/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002830	27073		RUBY VIII-HOP STORE3352	2013-2014 PRIV LICENSE	177.00	5/05/2014	
Def 421272	4/23/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003077	13658		RUBY VIII-HOP STORE3352	2013-2014 PRIV LICENSE	23.20	5/05/2014	
Def 421373	4/24/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30501		TRAVIS STUDIO INC.	2013-2014 priv license	20.00	5/05/2014	
								CAR WASH,	2013-2014 PRIV LICENSE			
										1,367.60		

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly Public Records Request report for the month of April 2014.

REGULAR MEETING MAY 20, 2014

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS APRIL 2014				
DATE	PERSON REQUEST	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
04/30/14	PICAYUNE HOUSING AUTHORITY	# 7 FINGERPRINTS	04/30/14	APPROVED
04/30/14	ERIN ANDERSON	ACCIDENT REPORT # 20141-04-1936	04/30/14	APPROVED
04/30/14	JERRY HEGWOOD	ACCIDENT REPORT # 2014-04-2344	04/30/14	APPROVED
04/29/14	KIM KRENKEL FOR BRITTANY DEUBLER	ACCIDENT REPORT # 2014-04-2310	04/29/14	APPROVED
04/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-0909	04/29/14	APPROVED
04/29/14	RICHARD FERNANDEZ, LLC	ACCIDENT REPORT # 2014-04-0820	04/29/14	APPROVED
04/29/14	SENTRY INSURANCE	ACCIDENT REPORT # 2014-04-1461	04/29/14	APPROVED
04/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1871	04/29/14	APPROVED
04/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0909	04/29/14	APPROVED
04/29/14	MICHAEL HINGLE & ASSOC	ACCIDENT REPORT # 2014-04-0732	04/29/14	APPROVED
04/28/14	PAUL NOTO	ACCIDENT REPORT # 2014-04-1780	04/28/14	APPROVED
04/28/14	STACIE RENEE' GROS	RECORDS CHECK	04/28/14	APPROVED
04/28/14	BRANDY LULL	ACCIDENT REPORT # 2014-04-1867	04/28/14	APPROVED
04/28/14	GEORGELYNN UNDERWOOD	RECORD'S CHECK	04/28/14	APPROVED
04/25/14	TINA TERESSA SMITH	RECORD'S CHECK	04/25/14	APPROVED
04/25/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1446	04/25/14	APPROVED
04/25/14	FARM BUREAU	ACCIDENT REPORT # 2014-04-1216	04/25/14	APPROVED
04/25/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	04/25/14	APPROVED
04/25/14	ROBYN E PASCAL	RECORD'S CHECK	04/25/14	APPROVED
04/25/14	MAKAYLA BOLDEN	RECORD'S CHECK	04/25/14	APPROVED
04/25/14	JOSEPH SAVASKI	ACCIDENT REPORT # 2014-04-1399	04/25/14	APPROVED
04/23/14	PRS INC	ACCIDENT REPORT # 2014-04-1208	04/23/14	APPROVED
04/23/14	HUBER SLACK HOUGHTALING PANDIT & THOMAS LLP	ACCIDENT REPORT # 2013-03-2675	04/23/14	APPROVED
04/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1234	04/23/14	APPROVED
04/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1221	04/23/14	APPROVED
04/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2610	04/23/14	APPROVED
04/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1334	04/23/14	APPROVED
04/23/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1339	04/23/14	APPROVED
04/23/14	AT & T	ACCIDENT REPORT # 2014-02-0836	04/23/14	APPROVED
04/17/14	PICKLES	INCIDENT REPORT # 2014-04-0846	04/17/14	APPROVED
04/22/14	BEVERLEY AARON	RECORD'S CHECK	04/22/14	APPROVED
04/23/14	LAURA LANDRUM	ACCIDENT REPORT # 2014-04-0725	04/23/14	APPROVED
04/22/14	KATHY DARNELL	INCIDENT REPORT # 1997-10-0982	04/22/14	APPROVED
04/22/14	ARTHUR GILMORE	ACCIDENT REPORT # 2014-04-1214	04/22/14	APPROVED
04/21/14	DENNIS CADDELL	ACCIDENT REPORT # 2014-04-1234	04/21/14	APPROVED
04/21/14	MARGIEL JACKSON	RECORD'S CHECK	04/21/14	APPROVED
04/21/14	KEITH FOREMAN	ACCIDENT REPORT # 2014-04-0734	04/21/14	APPROVED
04/21/14	DANIEL MICHAEL MCNEELY	RECORD'S CHECK	04/21/14	APPROVED
04/17/14	KESHIA J STEVENSON	RECORD'S CHECK	04/17/14	APPROVED
04/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0804	04/15/14	APPROVED
04/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0912	04/17/14	APPROVED
04/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0734	04/17/14	APPROVED
04/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0718	04/17/14	APPROVED
04/17/14	PICKLES EXPRESS	INCIDENT REPORT # 2014-04-0846	04/17/14	APPROVED
04/17/14	NICOLE MCNABB	ACCIDENT REPORT # 2014-04-	04/17/14	APPROVED

REGULAR MEETING MAY 20, 2014

		1234		
04/16/14	FBI NICS	RECORD'S CHECK	04/16/14	APPROVED
04/16/14	LAURA MCNEELY	RECORD'S CHECK	04/16/14	APPROVED
04/16/14	RICKY WHITE	ACCIDENT REPORT # 2014-04-1208	04/16/14	APPROVED
04/16/14	DOUGLAS & PATRICIA GIPSON	RECORD'S CHECK X 2	04/16/14	APPROVED
04/16/14	ROBERT LEE MULALLY	RECORD'S CHECK	04/16/14	APPROVED
04/16/14	CHRISTINA CARTER	RECORD'S CHECK	04/16/14	APPROVED
04/16/14	RAVALEE MULALLY	RECORD'S CHECK	04/16/14	APPROVED
04/15/14	APRIL SUHRE	RECORD'S CHECK	04/15/14	APPROVED
04/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0820	04/15/14	APPROVED
04/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0282	04/15/14	APPROVED
04/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-1510	04/15/14	APPROVED
04/15/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-0820	04/15/14	APPROVED
04/14/14	FBI NICS	RECORD'S CHECK	04/14/14	APPROVED
04/15/14	DIANNA COON	ACCIDENT REPORT # 2014-04-0912	04/15/14	APPROVED
04/15/14	NICHOLSON ARMS APARTMENTS	RECORD'S CHECK ON CARLOS NIXON	04/15/14	APPROVED
04/15/14	LEAH HAYDEL	RECORD'S CHECK	04/15/14	APPROVED
04/14/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0163	04/14/14	APPROVED
04/14/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-03-2690	04/14/14	APPROVED
04/14/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0569	04/14/14	APPROVED
04/14/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-03-2610	04/14/14	APPROVED
04/10/14	NEVEL ANDERSON	ACCIDENT REPORT # 2014-04-0301	04/10/14	APPROVED
04/07/14	JACOBS TECHNOLOGY	ACCIDENT REPORT # 2014-04-0051	04/07/14	APPROVED
04/10/14	CHARLES HICKS	ACCIDENT REPORT # 2014-004-0718	04/10/14	APPROVED
04/10/14	GORDON JOHNSON	ACCIDENT REPORT # 2014-04-0051	04/10/14	APPROVED
04/10/14	MS ABC DISTRICT V	RECORD'S CHECK	04/10/14	APPROVED
04/10/14	DHS	RECORDS CHECK X 2	04/10/14	APPROVED
04/10/14	WAVELAND POLICE DEPT	RECORD'S CHECK X 2	04/10/14	APPROVED
04/10/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	04/10/14	APPROVED
04/09/14	KELLIE BURGE	RECORD'S CHECK	04/09/14	APPROVED
04/09/14	JOSEPH VACCARO	RECORD'S CHECK	04/09/14	APPROVED
04/09/14	RICHARD TRICHE	ACCIDENT REPORT # 2014-03-2412	04/09/14	APPROVED
04/09/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	04/09/14	APPROVED
04/09/14	DEPT OF HUMAN SERVICES	RECORD'S CHECK X 3	04/09/14	APPROVED
04/08/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-03-2012	04/08/14	APPROVED
04/08/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-2690	04/08/14	APPROVED
04/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2445	04/08/14	APPROVED
04/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2472	04/08/14	APPROVED
04/08/14	ALLSTATE INSURANCE	ACCIDENT REPORT # 2014-03-2010	04/08/14	APPROVED
04/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-0061	04/08/14	APPROVED
04/08/14	GUY STEGALL	ACCIDENT REPORT # 2014-03-2671	04/08/14	APPROVED
04/08/14	ALFA INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-2431	04/08/14	APPROVED
04/08/14	ALFA INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-2444	04/08/14	APPROVED
04/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2704	04/04/14	APPROVED
04/04/14	KELSEY BOLAR	RECORD'S CHECK	04/04/14	APPROVED
04/08/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	04/08/14	APPROVED
04/07/14	MARGARET SMITH	ACCIDENT REPORT # 2014-03-2690	04/07/14	APPROVED
04/04/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-03-0397	04/04/14	APPROVED
04/04/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-03-1217	04/04/14	APPROVED
04/04/14	CITY OF WAVELAND PD	ACCIDENT REPORT # 2014-03-0298	04/04/14	APPROVED
04/03/14	BRANDON JONES	RECORD'S CHECK	04/03/14	APPROVED
04/03/14	CATHERINE KREEGER	RECORD'S CHECK	04/03/14	APPROVED

REGULAR MEETING MAY 20, 2014

04/03/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2049	04/03/14	APPROVED
04/03/14	SHADERICKA WHITEHEAD	ACCIDENT REPORT # 2014-03-2012	04/03/12	APPROVED
04/03/14	RODERICK D JACKSON	ACCIDENT REPORT # 2014-03-1606	04/03/12	APPROVED
04/03/14	JACQUELINE JONES	RECORD'S CHECK	04/03/14	APPROVED
04/03/14	DUSTIN DILLARD	ACCIDENT REPORT # 2014-03-2431	04/03/14	APPROVED
04/03/14	MICHELLE HENERY	ACCIDENT REPORT # 2014-04-0163	04/03/14	APPROVED
04/03/14	THOMAS HEAPS	ACCIDENT REPORT # 2014-03-15952	04/03/14	APPROVED
04/02/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	04/02/14	APPROVED
04/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0397	04/02/14	APPROVED
04/02/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-02-0221	04/02/14	APPROVED
04/02/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-0970	04/02/14	APPROVED
04/02/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-03-2012	04/02/14	APPROVED
04/02/14	PRS, INC	ACCIDENT REPORT # 2014-02-2012	04/02/14	APPROVED
04/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-2012	04/02/14	APPROVED
04/02/14	MELISSA MURRAY	ACCIDENT REPORT # 2014-03-2445	04/02/14	APPROVED
04/01/14	MICHAEL TABER	ACCIDENT REPORT # 2014-03-0970	04/01/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept the approved Planning Commission Minutes dated April 8, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept Planning Commission Minutes dated May 13, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

BUY BACK CEMETERY PLOTS

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to buy back cemetery plots from Oscar Rhodes who has moved out of state and no longer wants them. Plots are described as Lot 17, Plots 3 & 4, Block Z, refund amount is \$400.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION FROM TEAM PICAYUNE

Motion was made by Council Member Breland, seconded by Council Member Bumpers to accept donation from Team Picayune in the amount of \$3,216.73 for beautification projects throughout the City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTION APPROVING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH REFUND OF SPECIAL OBLIGATION BONDS AND GENERAL OBLIGATION BONDS

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve Resolution Approving the Employment of Professionals in connection with refunding of the Special Obligation Bond, Series 2004, General Obligation Bonds, Series 2004, and General Obligation Bonds, Series 2005 and authorize the Mayor and City Clerk to execute the necessary documents.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY"), AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014, OF THE CITY TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) (A) (1) THE PREPAYMENT, CURRENT REFUNDING AND REDEMPTION OF A CERTAIN PORTION OF THE CITY'S OUTSTANDING \$3,500,000 PROMISSORY NOTE (PICAYUNE, MISSISSIPPI PUBLIC IMPROVEMENT PROJECT), DATED APRIL 15, 2004 (THE "2004 NOTE"), SECURING THE LOAN BETWEEN THE CITY AND THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") (THE "LOAN") UNDER THE LOAN AGREEMENT, DATED APRIL 15, 2004 (THE "2004 LOAN AGREEMENT"), BY AND BETWEEN THE CITY AND THE BANK, SAID LOAN BEING FUNDED FROM THE PROCEEDS OF THE BANK'S \$3,500,000 SPECIAL OBLIGATION BONDS, SERIES 2004 (PICAYUNE, MISSISSIPPI PUBLIC IMPROVEMENT PROJECT), DATED APRIL 15, 2004 (THE "2004 BANK BONDS"), AND (2) THE SUBSEQUENT CURRENT REFUNDING AND REDEMPTION OF CERTAIN OUTSTANDING MATURITIES OF THE 2004 BANK BONDS; (B) (1) THE CURRENT REFUNDING OF CERTAIN MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2005, DATED AUGUST 15, 2005 (THE "2005 BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000, AND (2) THE REDEMPTION OF CERTAIN MATURITIES OF THE OUTSTANDING 2005 BONDS; AND (C) CURRENT REFUNDING OF ALL MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2004, DATED MARCH 1, 2004 (THE "2004 BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000, AND (2) THE REDEMPTION OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS; AND (II) PAYING THE COSTS OF ISSUANCE IN CONNECTION THEREWITH; AND RESOLUTION AUTHORIZING A NOTIFICATION TO THE PROPER AUTHORIZED PERSONS UNDER THE DOCUMENTS SECURING THE 2004 NOTE, THE 2004 BANK BONDS, THE 2005 BONDS AND THE 2004 BONDS, RESPECTIVELY, OF THE (I) PREPAYMENT AND CURRENT REFUNDING OF A PORTION OF THE OUTSTANDING 2004 NOTE AND CURRENT REFUNDING AND REDEMPTION OF CERTAIN OUTSTANDING MATURITIES OF THE 2004 BANK BONDS, (II) THE CURRENT REFUNDING OF CERTAIN OUTSTANDING MATURITIES OF THE 2005 BONDS AND THE REDEMPTION OF CERTAIN MATURITIES OF THE OUTSTANDING 2005 BONDS, AND (III) THE CURRENT REFUNDING OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS AND THE REDEMPTION OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS.

WHEREAS, the Mayor and City Council of the City of Picayune, Mississippi (the "Governing Body" of the "City"), hereby find, determine, adjudicate and declare as follows:

REGULAR MEETING MAY 20, 2014

1. The Governing Body has determined that the City can realize financial benefits by (i) (a) (1) prepaying and current refunding a certain portion of the City's outstanding \$3,500,000 Promissory Note (Picayune, Mississippi Public Improvement Project), dated April 15, 2004 (the "2004 Note"), securing the loan between the City and the Mississippi Development Bank (the "Bank") (the "Loan") under the Loan Agreement, dated April 15, 2004 (the "2004 Loan Agreement"), by and between the City and the Bank, said Loan being funded from the proceeds of the Bank's \$3,500,000 Special Obligation Bonds, Series 2004 (Picayune, Mississippi Public Improvement Project), dated April 15, 2004 (the "2004 Bank Bonds"), and (2) the subsequent current refunding and redemption of certain maturities of the outstanding 2004 Bank Bonds; (b) the current refunding of certain maturities of the City's outstanding General Obligation Public Improvement Bonds, Series 2005, dated August 15, 2005 (the "2005 Bonds"), issued in the original principal amount of \$1,500,000 and the redemption of certain maturities of the outstanding 2005 Bonds; and (c) the current refunding of all maturities of the City's outstanding General Obligation Public Improvement Bonds, Series 2004, dated March 1, 2004 (the "2004 Bonds"), issued in the original principal amount of \$1,500,000 and the redemption of all maturities of the outstanding 2004 Bonds.

2. It is necessary and in the public interest for the City to negotiate for the sale of general obligation refunding bonds to provide funds for (i) (a) the prepayment and current refunding of a portion of the City's 2004 Note and the subsequent current refunding and redemption of certain maturities of the outstanding 2004 Bank Bonds, (b) the current refunding of certain maturities of the outstanding 2005 Bonds and the redemption of certain maturities of the outstanding 2005 Bonds, and (c) the current refunding of all maturities of the outstanding 2004 Bonds and the redemption of all maturities of the outstanding 2004 Bonds (together the "Refunding Project"), and (ii) the payment of costs of issuance in connection therewith (together, the "Project").

3. It is necessary to authorize the Mayor or Clerk of the City to provide a written notification to (i) Hancock Bank, Gulfport, Mississippi, as trustee (the "2004 Trustee"), under the Indenture of Trust, dated April 15, 2004 (the "2004 Indenture"), by and between the City and the Trustee, securing the 2004 Bank Bonds, of the prepayment and current refunding of a portion of the City's 2004 Note, securing the 2004 Loan Agreement, maturing on July 1 in the years 2015 through 2024 (the "Refunded 2004 Note") and the subsequent current refunding of the 2004 Bank Bonds maturing on July 1 in the years 2015 through 2024 (the "Refunded 2004 Bank Bonds") and the redemption of certain maturities of the outstanding 2004 Bank Bonds maturing on July 1 in the years 2015 through 2024 (the "Callable 2004 Bank Bonds"); (ii) Trustmark National Bank, Jackson, Mississippi, as paying agent for the 2005 Bonds (the "2005 Paying Agent"), of the current refunding of certain maturities of the outstanding 2005 Bonds maturing on July 1 in the years 2015 through 2020 (the "Refunded 2005 Bonds") and the redemption of certain maturities of the outstanding 2005 Bonds maturing on July 1 in the years 2015 through 2020 (the "Callable 2005 Bonds"); and (iii) Trustmark National Bank, Jackson, Mississippi, as paying agent for the 2004 Bonds (the "2004 Paying Agent"), of the current refunding of all maturities of the outstanding 2004 Bonds maturing on March 1 in the years 2015 through 2019 (the "Refunded 2004 Bonds") and the redemption of all maturities of the outstanding 2004 Bonds maturing on March 1 in the years 2015 through 2019 (the "Callable 2004 Bonds").

4. That in order to prepare the necessary offering documents it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Nathan S. Farmer, Esquire, Picayune, Mississippi, as Counsel to the City, Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of general obligation refunding bonds and effectuate the issuance of such general obligation refunding bonds at a subsequent date subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue General Obligation Refunding Bonds, Series 2014 (the "Refunding Bonds"), of the City to raise money for the purpose of providing funds for the Project.

SECTION 2. The Mayor or Clerk of the City are hereby authorized to provide a written notification, the form of which will be as required under the documents securing the 2004 Note, the 2004 Bank Bonds, the 2005 Bonds and the 2004 Bonds, respectively, to (i) the 2004 Trustee of the prepayment and current refunding of the Refunded 2004 Note and the subsequent current refunding of the Refunded 2004 Bank Bonds and the redemption of the Callable 2004 Bank Bonds on July 1, 2014 at par; (ii) the 2005 Paying Agent of the current refunding of the Refunded 2005 Bonds and the redemption of the Callable 2005 Bonds on July 1, 2014 at par; and (iii) the 2004 Paying Agent of the current refunding of the Refunded 2004 Bonds and the redemption of the Callable 2004 Bonds on September 1, 2014 at par.

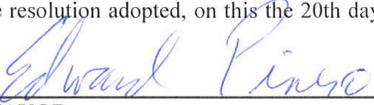
SECTION 3. The Governing Body herein employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Nathan S. Farmer, Esquire, Picayune, Mississippi, as Counsel to the City, Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter, and authorizes them to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Refunding Bonds and to effectuate the issuance of such Refunding Bonds subject to the approval of the Governing Body of the City.

Council Member GOUQUET moved and Council Member VALENTE seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Ed Pinero	Voted: <u>YAY</u>
Council Member Tammy Valente	Voted: <u>YAY</u>
Council Member Lynn Bogan Bumpers	Voted: <u>YAY</u>
Council Member Jan Stevens	Voted: <u>YAY</u>
Council Member Larry Breland	Voted: <u>YAY</u>
Council Member Wayne Gouquet	Voted: <u>YAY</u>

REGULAR MEETING MAY 20, 2014

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 20th day of May, 2014.

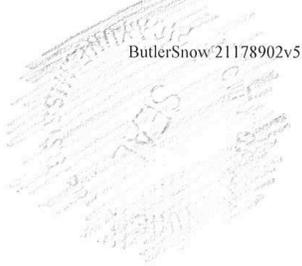


MAYOR

ATTEST:


CITY CLERK

(SEAL)



RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY"), AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014, OF THE CITY TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) (A) (1) THE PREPAYMENT, CURRENT REFUNDING AND REDEMPTION OF A CERTAIN PORTION OF THE CITY'S OUTSTANDING \$3,500,000 PROMISSORY NOTE (PICAYUNE, MISSISSIPPI PUBLIC IMPROVEMENT PROJECT), DATED APRIL 15, 2004 (THE "2004 NOTE"), SECURING THE LOAN BETWEEN THE CITY AND THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") (THE "LOAN") UNDER THE LOAN AGREEMENT, DATED APRIL 15, 2004 (THE "2004 LOAN AGREEMENT"), BY AND BETWEEN THE CITY AND THE BANK, SAID LOAN BEING FUNDED FROM THE PROCEEDS OF THE BANK'S \$3,500,000 SPECIAL OBLIGATION BONDS, SERIES 2004 (PICAYUNE, MISSISSIPPI PUBLIC IMPROVEMENT PROJECT), DATED APRIL 15, 2004 (THE "2004 BANK BONDS"), AND (2) THE SUBSEQUENT CURRENT REFUNDING AND REDEMPTION OF CERTAIN OUTSTANDING MATURITIES OF THE 2004 BANK BONDS; (B) (1) THE CURRENT REFUNDING OF CERTAIN MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2005, DATED AUGUST 15, 2005 (THE "2005 BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000, AND (2) THE REDEMPTION OF CERTAIN MATURITIES OF THE OUTSTANDING 2005 BONDS; AND (C) CURRENT REFUNDING OF ALL MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2004, DATED MARCH 1, 2004 (THE "2004 BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000, AND (2) THE REDEMPTION OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS; AND (II) PAYING THE COSTS OF ISSUANCE IN CONNECTION THEREWITH; AND RESOLUTION AUTHORIZING A NOTIFICATION TO THE PROPER AUTHORIZED PERSONS UNDER THE DOCUMENTS SECURING THE 2004 NOTE, THE 2004 BANK BONDS, THE 2005 BONDS AND THE 2004 BONDS, RESPECTIVELY, OF THE (I) PREPAYMENT AND CURRENT REFUNDING OF A PORTION OF THE OUTSTANDING 2004 NOTE AND CURRENT REFUNDING AND REDEMPTION OF CERTAIN OUTSTANDING MATURITIES OF THE 2004 BANK BONDS, (II) THE CURRENT REFUNDING OF CERTAIN OUTSTANDING MATURITIES OF THE 2005 BONDS AND THE REDEMPTION OF CERTAIN MATURITIES OF THE OUTSTANDING 2005 BONDS, AND (III) THE CURRENT REFUNDING OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS AND THE REDEMPTION OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS.

WHEREAS, the Mayor and City Council of the City of Picayune, Mississippi (the "Governing Body" of the "City"), hereby find, determine, adjudicate and declare as follows:

REGULAR MEETING MAY 20, 2014

1. The Governing Body has determined that the City can realize financial benefits by (i) (a) (1) prepaying and current refunding a certain portion of the City's outstanding \$3,500,000 Promissory Note (Picayune, Mississippi Public Improvement Project), dated April 15, 2004 (the "2004 Note"), securing the loan between the City and the Mississippi Development Bank (the "Bank") (the "Loan") under the Loan Agreement, dated April 15, 2004 (the "2004 Loan Agreement"), by and between the City and the Bank, said Loan being funded from the proceeds of the Bank's \$3,500,000 Special Obligation Bonds, Series 2004 (Picayune, Mississippi Public Improvement Project), dated April 15, 2004 (the "2004 Bank Bonds"), and (2) the subsequent current refunding and redemption of certain maturities of the outstanding 2004 Bank Bonds; (b) the current refunding of certain maturities of the City's outstanding General Obligation Public Improvement Bonds, Series 2005, dated August 15, 2005 (the "2005 Bonds"), issued in the original principal amount of \$1,500,000 and the redemption of certain maturities of the outstanding 2005 Bonds; and (c) the current refunding of all maturities of the City's outstanding General Obligation Public Improvement Bonds, Series 2004, dated March 1, 2004 (the "2004 Bonds"), issued in the original principal amount of \$1,500,000 and the redemption of all maturities of the outstanding 2004 Bonds.

2. It is necessary and in the public interest for the City to negotiate for the sale of general obligation refunding bonds to provide funds for (i) (a) the prepayment and current refunding of a portion of the City's 2004 Note and the subsequent current refunding and redemption of certain maturities of the outstanding 2004 Bank Bonds, (b) the current refunding of certain maturities of the outstanding 2005 Bonds and the redemption of certain maturities of the outstanding 2005 Bonds, and (c) the current refunding of all maturities of the outstanding 2004 Bonds and the redemption of all maturities of the outstanding 2004 Bonds (together the "Refunding Project"), and (ii) the payment of costs of issuance in connection therewith (together, the "Project").

3. It is necessary to authorize the Mayor or Clerk of the City to provide a written notification to (i) Hancock Bank, Gulfport, Mississippi, as trustee (the "2004 Trustee"), under the Indenture of Trust, dated April 15, 2004 (the "2004 Indenture"), by and between the City and the Trustee, securing the 2004 Bank Bonds, of the prepayment and current refunding of a portion of the City's 2004 Note, securing the 2004 Loan Agreement, maturing on July 1 in the years 2015 through 2024 (the "Refunded 2004 Note") and the subsequent current refunding of the 2004 Bank Bonds maturing on July 1 in the years 2015 through 2024 (the "Refunded 2004 Bank Bonds") and the redemption of certain maturities of the outstanding 2004 Bank Bonds maturing on July 1 in the years 2015 through 2024 (the "Callable 2004 Bank Bonds"); (ii) Trustmark National Bank, Jackson, Mississippi, as paying agent for the 2005 Bonds (the "2005 Paying Agent"), of the current refunding of certain maturities of the outstanding 2005 Bonds maturing on July 1 in the years 2015 through 2020 (the "Refunded 2005 Bonds") and the redemption of certain maturities of the outstanding 2005 Bonds maturing on July 1 in the years 2015 through 2020 (the "Callable 2005 Bonds"); and (iii) Trustmark National Bank, Jackson, Mississippi, as paying agent for the 2004 Bonds (the "2004 Paying Agent"), of the current refunding of all maturities of the outstanding 2004 Bonds maturing on March 1 in the years 2015 through 2019 (the "Refunded 2004 Bonds") and the redemption of all maturities of the outstanding 2004 Bonds maturing on March 1 in the years 2015 through 2019 (the "Callable 2004 Bonds").

4. That in order to prepare the necessary offering documents it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Nathan S. Farmer, Esquire, Picayune, Mississippi, as Counsel to the City, Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of general obligation refunding bonds and effectuate the issuance of such general obligation refunding bonds at a subsequent date subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue General Obligation Refunding Bonds, Series 2014 (the "Refunding Bonds"), of the City to raise money for the purpose of providing funds for the Project.

SECTION 2. The Mayor or Clerk of the City are hereby authorized to provide a written notification, the form of which will be as required under the documents securing the 2004 Note, the 2004 Bank Bonds, the 2005 Bonds and the 2004 Bonds, respectively, to (i) the 2004 Trustee of the prepayment and current refunding of the Refunded 2004 Note and the subsequent current refunding of the Refunded 2004 Bank Bonds and the redemption of the Callable 2004 Bank Bonds on July 1, 2014 at par; (ii) the 2005 Paying Agent of the current refunding of the Refunded 2005 Bonds and the redemption of the Callable 2005 Bonds on July 1, 2014 at par; and (iii) the 2004 Paying Agent of the current refunding of the Refunded 2004 Bonds and the redemption of the Callable 2004 Bonds on September 1, 2014 at par.

SECTION 3. The Governing Body herein employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Nathan S. Farmer, Esquire, Picayune, Mississippi, as Counsel to the City, Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, and Duncan-Williams, Inc., Memphis, Tennessee, as Underwriter, and authorizes them to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Refunding Bonds and to effectuate the issuance of such Refunding Bonds subject to the approval of the Governing Body of the City.

Council Member GOUQUET moved and Council Member VALENTE seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Ed Pinero	Voted: <u>YAY</u>
Council Member Tammy Valente	Voted: <u>YAY</u>
Council Member Lynn Bogan Bumpers	Voted: <u>YAY</u>
Council Member Jan Stevens	Voted: <u>YAY</u>
Council Member Larry Breland	Voted: <u>YAY</u>
Council Member Wayne Gouquet	Voted: <u>YAY</u>

REGULAR MEETING MAY 20, 2014

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 20th day of May, 2014.

Edward Pinero
MAYOR

ATTEST:

J. B. Keith
CITY CLERK

(SEAL)

ButlerSnow 21178902v5

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT MDOT TRANSPORTATION ENHANCEMENT 2014 URBAN YOUTH CORPS PROGRAM GRANT

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept the \$35,000 MDOT Transportation Enhancement 2014 Urban Youth Corps Program Grant (Summer youth work program) 80% federal funds and 20% City match funds and authorize Mayor to sign all related documents.

MEMORANDUM OF UNDERSTANDING
THE MISSISSIPPI TRANSPORTATION COMMISSION
AND
CITY OF PICAYUNE

This Agreement is made by and between the Mississippi Transportation Commission (hereinafter "the Commission"), by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT") and the City of Picayune, Pearl River County, Mississippi, hereinafter the Local Public Agency("LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize special Federal Surface Transportation Program-Transportation Enhancement Funds (STP-TE) provided by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and subsequent acts to complete the proposed project as described below:

PROJECT DESCRIPTION: 2014 Urban Youth Corps program of scenic beautification, landscaping and safety enhancement by cleaning city signs, fire hydrants, and walkways/sidewalks along Beech Street, Goodyear Boulevard, West Canal Street, East Canal Street, Main Street, Bruce Street, and Jackson Landing, (hereinafter referred to as "the Project").

WHEREAS, the LPA has been selected by the Commission for an URBAN YOUTH CORPS TRANSPORTATION ENHANCEMENT PROJECT and allocated a maximum of \$35,000 in (STP-TE) federal funds for the Project; and

WHEREAS, the LPA desires assistance from the MDOT in the development and implementation of a Summer Youth Employment Program (Urban Youth Corps Program) to provide meaningful transportation enhancement related work experience to youths; and

WHEREAS, the LPA has submitted a project proposal to the MDOT describing the project scope and budget which is herein incorporated and made a part of this Agreement as "Attachment A;" and

WHEREAS, the Commission is a body corporate under the laws of the State of Mississippi with the authority to enter into contracts necessary for the proper discharge of its functions and duties, whose orders and policies are carried out by MDOT; and

WHEREAS, the LPA is a body public with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the LPA's functions covered under this Agreement; and

WHEREAS, the LPA certifies that they know of no legal impediments to the completion of the project; and

REGULAR MEETING MAY 20, 2014

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Aid Policy Guide adopted by the Federal Highway Administration (hereinafter "FHWA").

WHEREAS, the LPA shall not receive reimbursement IF any information regarding the Urban Youth Corps or information pertaining to the funding by the Urban Youth Corps is released to the press without the written approval by MDOT; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

SECTION 1. THE LPA WILL:

- (a) be responsible for the planning, coordination, and implementation of the Urban Youth Corps Program (Transportation Enhancement) Project.
- (b) be responsible for the recruitment, hiring, training, supervision, and payroll for the youths.
- (c) be responsible for preparing all necessary landscaping design, drawing, and design plans for the proposed Project.
- (d) be responsible for coordinating the Urban Youth Corps project with MDOT's district Resident/Maintenance Engineers (through the MDOT district's District Engineer) if the Project includes work on highway rights-of-way.
- (e) obtain all required permits.
- (f) be responsible for purchasing all supplies, plant materials, shrubbery, trees, etc. necessary for the project.
- (g) be responsible for traffic control for work zone areas.
- (h) be responsible for the transportation to be used for transporting the youths to and from the worksite.
- (i) be responsible for all equipment, site preparation, water tanks, etc.
- (j) be responsible for having life skills training sessions that will require a minimum of 10% of the participants work time, to improve the youths' communication skills, work ethics, attitude, and ecology/environmental awareness.
- (k) be responsible for providing training in all aspects of safety including orientation on the safe use of appropriate tools and equipment necessary for the implementation of the Project.
- (l) be responsible for submitting an itemized budget for the Project;
- (m) be responsible for submitting a final report on the accomplishments, with recommendations for future improvement in the implementation of the program.
- (n) if requested, arrange with the MDOT for, and conduct, a final inspection of the Project.
- (o) include as an attachment to the LPA's final invoice a certification that all required services have been completed in accordance with the terms of this Agreement;
- (p) provide to the MDOT upon request copies of all basic notes, sketches, charts, plans, correspondence, and other data prepared, furnished, or obtained by or for the LPA or its agent under the terms of this Agreement;
- (q) retain all records dealing with the Project for three (3) years after final payment or until final audit findings have been resolved, whichever is longer, and such records will be made available to the MDOT upon request;

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- (r) to the extent permitted by existing Mississippi law, the LPA hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the LPA's part, or the part of any employee or agent of the LPA in performance of the work undertaken under this Agreement.
- (s) acknowledge MDOT and FHWA in any news releases or other promotional material for their participation in the Project by using the approved, attached news release provided by MDOT. The project sponsor shall notify the LPA Division and Public Affairs Divisions of MDOT of any ceremonies related to the beginning or opening of the completed Project and a plaque or sign shall be erected as part of the construction identifying the FHWA and MDOT as providing funding.
- (t) comply with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified at Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the Commission, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, *et seq.*, Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat. 3359, as amended.

SECTION 2. THROUGH MDOT THE COMMISSION WILL:

- (a) provide funding for the Project as set forth by this agreement.
- (b) reimburse the LPA for 80% percent of all allowable expenditures for the Project, up to the amount of federal funds awarded by Commission.
- (c) assist the LPA in identifying and selecting appropriate projects in the participant's community.
- (d) assist with any required environmental documents.

SECTION 3. ENROLLMENT CRITERIA FOR MEMBERS OF YOUTH CORPS

Youths who are enrolled in this program must be from 16 to 25 years of age, inclusive, at the time the individual begins the term of service. Participating youths must also be citizens or nationals of the U.S. or lawful permanent resident aliens of the U.S. and must be enrolled in high school or college or have agreed to enroll for a high school diploma or its equivalent and/or college.

SECTION 4. DEADLINE FOR EXPENSES INCURRED

MDOT will not reimburse expenses incurred by the LPA, for this Project, after October 31, 2014. MDOT will consider written requests submitted by the LPA for an extension of this deadline.

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SECTION 5. URBAN YOUTH CORPS PROJECT

An Urban Youth Corps Project is a youth employment and training service program that: (1) offers meaningful and productive summer work in urban public works or transportation settings; (2) gives the participants a mix of work experience and on-the-job training that includes a minimum of 10% of the participants' time for basic and life skills, education, training, etc.; and (3) provides the youths with an opportunity to develop citizenship values and skills through service to their communities and the State of Mississippi.

SECTION 6. PAYMENT BY THE STATE

The MDOT will make payment to the LPA for a maximum of 80% percent of eligible reasonable costs incurred by the LPA, up to MDOT's maximum funding for the Project based on a valid invoice submitted by the LPA to the MDOT. A valid invoice is considered an invoice from the LPA to MDOT and supported by suppliers' invoices and LPA financial records. Such invoices will be certified as true and correct by LPA and submitted to the MDOT. The LPA will submit only a final invoice for payment with all necessary documentation to establish proper payment by the MDOT. From this final invoice the MDOT will deduct the LPA's share of not less than 20%. For payment-in-kind which the LPA wishes to apply to the LPA's share, the LPA must include all necessary documentation with this final invoice.

SECTION 7. AUDIT AND INSPECTION

The LPA shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for services provided. Such records shall be available at all reasonable times during the Project period, and for three (3) years from the date of payment of final estimate. All work, documents and data will be available for inspection and auditing by the MDOT, or any authorized representative of the Federal Government, and copies thereof will be furnished if requested.

SECTION 8. ASSIGNMENT OF INTEREST

No interest in the Agreement shall be assigned to any individual or agency not a party hereto without prior approval of the MDOT.

SECTION 9. CHANGES

Any changes in the provisions of this Agreement shall be approved by the MDOT and may be subject to prior approval of FHWA. Any changes in the maximum compensation shall be approved by MDOT before the LPA incurs any cost above the amount of maximum compensation stated herein.

SECTION 10. DISPUTES

Any dispute concerning a question of fact that cannot be resolved by the LPA and the MDOT shall be submitted to the Executive Director of MDOT or his/her duly authorized representative for a decision. Obtaining a decision from the Executive Director shall be an administrative remedy, and a prerequisite for any legal action. The parties agree that the decision of the Executive Director shall take effect immediately and continue until reversed or

REGULAR MEETING MAY 20, 2014

abated by legal action unless the parties at the time mutually agree to postponement of its effect pending the outcome of legal action.

SECTION 11. NONDISPLACEMENT

Participating municipalities shall not displace an employee or a position or supplant the hiring of workers by using participants in an Urban Youth Corps Program, nor use Urban Youth Corps participants to prevent an employee from getting a promotion or from performing normally assigned duties.

SECTION 12. CIVIL RIGHTS

During the performance of this AGREEMENT, the LPA and MDOT agree as follows:

- (a) **Compliance with Regulations:** The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b) (hereinafter referred to as "the Regulations"), which are herein incorporated by reference and made a part of this Agreement.
- (b) **Nondiscrimination:** The LPA with regard to the work performed by them afterward and prior to completion of the Agreement, shall not discriminate on the grounds of race, color, national origin, sex, age, or handicap/disability, in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set for in Appendix B of the Regulations.
- (c) **Solicitations for Subcontract, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the LPA for procurement of materials and equipment, each potential subcontractor or supplier shall be notified by the LPA of the applicant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or handicap/disability.
- (d) **Information and Reports:** The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the MDOT or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the applicant is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the MDOT, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Agreement, MDOT shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:

REGULAR MEETING MAY 20, 2014

- (1) withholding the payment to the LPA under the Agreement until the LPA complies; and/or
 - (2) cancellation, termination or suspension of the Agreement, in whole or in part.
- (f) Incorporation of Provisions: The LPA shall include the provisions of paragraph (a) through (e) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontractor or procurement as the MDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event litigation with a subcontractor or supplier as a result of such direction, the LPA may request the MDOT to enter into such litigation to protect the interests of the MDOT and, in addition, the LPA may request the FHWA to enter into such litigation to protect the interest of FHWA.

SECTION 13. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of the Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The LPA shall comply with Executive Order 11246 as appended by Executive Order 11375, and as supplemented by DOT regulations (41 CFR, Part 60) and shall take affirmative action to insure the applicants are employed, and that employees are treated without bias during their employment with regard to their race, religion, color, sex, or national origin.

SECTION 14. HANDICAP NONDISCRIMINATION

The MDOT and the LPA will comply with the United States Department of Transportation regulations under Section 504 of the Rehabilitation Act of 1973. The MDOT Assurance concerning nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance is by reference made a part of this AGREEMENT.

SECTION 15. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 16. PROHIBITED INTEREST

No member, officer or employee of the LPA or MDOT or any local public body during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof other than those interests set forth herein.

SECTION 17. CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certify to the best of his or her knowledge and belief that:

REGULAR MEETING MAY 20, 2014

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the requested certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 18. CERTIFICATION OF DOCUMENTS

All reports, maps, and other documents completed as a part of this Agreement, other than documents exclusively for internal use by the parties hereto, shall carry the following notation on the front cover or a title page:

The preparation of this report has been financed in part through the U.S. Department of Transportation, Federal Highway Administration. (Followed by the current State Project Number).

SECTION 19. ENVIRONMENTAL REGULATIONS

The LPA agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Environmental Protection Agency regulations (40 CFR, Part 15). All violations shall be reported to the MDOT and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

SECTION 20. ENERGY EFFICIENCY

IN WITNESS WHEREOF, the parties have affixed their signatures.

APPLICATION OF City of Bogalusa,
(City)

LOCATED IN THE COUNTY OF Pearl River,

Edward Pinero
MAYOR DATE

Authorized on the 20th day of MAY, 2014, Minute Book ____, and Page No. __.

ATTEST: [Signature]

MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

EXECUTIVE DIRECTOR DATE

Authorized on the ____ day of _____, 2014, Minute Book _____, and Page No. _____.

ATTEST: _____
Secretary, Transportation Commission

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CONDITIONAL USE FOR 110 E CANAL ST.

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from

Isabella Lander for a Conditional Use for property located at 110 E Canal St. which is zoned C-2 for use as a recording studio.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CONDITIONAL USE FOR 1723 E CANAL ST

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Bill Lebouef for a Conditional Use for property located at 1723 E Canal St. which is zoned C-3 for use as office/storage and light manufacturing of insulation.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ORDINANCE NO. 913 TO ALLOW VEHICULAR PARKING ON GOODYEAR BLVD.

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve Ordinance No. 913 amending Ordinance No. 613 granting Mayor and City Council to allow Vehicular Parking on and along a portion of Goodyear Blvd. by Special Permit. One permit to be allowed per calendar month.

ORDINANCE NUMBER _____

OF THE

CITY OF PICAYUNE, MISSISSIPPI

**AN ORDINANCE AMENDING ORDINANCE NO. 613 GRANTING THE
MAYOR AND CITY COUNCIL TO ALLOW VEHICULAR PARKING ON AND
ALONG A PORTION OF GOODYEAR BOULEVARD**

WHEREAS, the City Council adopted and enacted Ordinance No. 613 which prohibited vehicular parking on and along the full length of Goodyear Boulevard between the hours of 9:00 p.m. and 6:00 a.m..

WHEREAS, current City of Picayune Comprehensive Plan has identified a significant portion of Goodyear Boulevard for future land use as a Mixed Use District - Downtown District.

WHEREAS, the City of Picayune Comprehensive Plan defines as one of the future uses of the Downtown District as, "Public uses, such as city, county, state and federal offices, public parks and community centers."

WHEREAS, the City of Picayune has acquired the site of the former Crosby Memorial/Highland Community Hospital and has demolished the old hospital building(s) located thereon.

WHEREAS, the site of the former Crosby Memorial/Highland Community Hospital is located on Goodyear Boulevard.

WHEREAS, the intent of the City of Picayune is to develop the site of the former Crosby Memorial/Highland Community Hospital as a public park, walking track, green space and other related art and cultural uses consistent with future land uses consistent with the Downtown District set out in the City of Picayune Comprehensive Plan.

WHEREAS, the various uses have been developed on and along a portion of Goodyear Boulevard that are consistent with the future land uses identified Downtown District of the City of Picayune Comprehensive Plan.

WHEREAS, these land uses located on and along a portion of Goodyear Boulevard require access to public vehicular parking between the hours of 9:00 p.m. and 6:00 a.m.

WHEREAS, the conditions since the enactment of Ordinance No. 613 have changed with regard to need of public vehicular parking between the hours of 9:00 a.m. and 6:00 p.m.

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NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, to allow public vehicular parking on and along a portion of Goodyear Boulevard between the hours of 9:00 p.m. and UP TO 12:00 p.m. as set forth more fully hereafter, to-wit:

SECTION - ONE

1. The following definitions shall apply to this Ordinance, to-wit:
 - A. "Vehicle" shall mean any device in, upon or by which a person or property is or may be transported upon a highway, road or street, excepting devices moved by human power; motorized or battery powered wheel chairs; or, used exclusively upon stationary rails or tracks.
 - B. "Public Parking" shall mean those public places under the authority, ownership and/or control by the City of Picayune and designated by the City of Picayune for the temporary parking of any vehicle.
 - C. "Portion of Goodyear Boulevard" shall mean that part of Goodyear Boulevard, located in the City of Picayune, between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood_Street and Goodyear Boulevard and that part of Goodyear Boulevard, located in the City of Picayune, between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince_Street and Goodyear Boulevard.
 - D. "Person" shall mean any individual, partnership, corporation, association or other legal entity whatsoever.

SECTION - TWO

1. The City Manager of the City of Picayune is hereby vested with the authority to take application to allow vehicles to utilize public parking which is situated in the center of and adjacent to that portion of Goodyear Boulevard located between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood_Street and Goodyear Boulevard and that part of Goodyear Boulevard, located between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince_Street and Goodyear Boulevard_Street between the hours of 9:00 p.m. and up to 11:00 p.m. from Sunday through Thursday.
2. The Mayor and City Council of the City of Picayune is hereby vested with the authority to allow vehicles to utilize public parking which is situated in the center of and adjacent to that portion of Goodyear Boulevard located between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood_Street and Goodyear Boulevard and that part of Goodyear Boulevard, located between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard_Street between the hours of 9:00 p.m. and up to 12:00 p.m. from Friday and Saturday.

3. The Mayor and City Council may direct the City of Picayune Zoning Department through the direction of the City Manager to issue a permit allowing a person or persons to park their vehicles in the public parking spaces located in the center of and adjacent to that certain portion of Goodyear Boulevard described in this Ordinance for the times set forth above depending on the day(s) of the week for which said permit is being sought by said person or person(s). Only one permit per month shall be issued under this Ordinance. Said permit shall be obtained 45 days in advance prior to date of permit. In considering whether to issue an Executive Order, the City Manager or his/her designee shall consider the overall safety of the public; the safety of the residents residing in the areas on and around Goodyear Boulevard; the amount of traffic and noise to be generated if such approval is granted; the risk of injury should such approval be granted; whether an increase in police presence would be required; and, any other factors relevant to the issuance of said Executive Order.
4. Exempt from obtaining a permit under this Ordinance is Events by Government, Schools, Churches and approved Parades.
5. A copy of the written permit issued pursuant to this Ordinance shall be transmitted to Office of the City Manager, with a copy also being transmitted to the Picayune Police Department and the Code Enforcement Officer.
6. The person or persons to whom said permit is issued shall comply and obey the laws of the State of Mississippi, the United States of America and the Ordinances of the City of Picayune.

SECTION - THREE

1. This remaining provisions of Ordinance No. 613 which have not been amended by the terms of this Ordinance shall remain in full force and effect.

SECTION - FOUR

SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section , clause, paragraph, provision, or part of this ordinance. All

REGULAR MEETING MAY 20, 2014

provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall take effect and be in force after receiving affirmative vote of the majority of the members present.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member _____, seconded by Council member _____, and voted upon as follows:

VOTING YEA:

VOTING NAY:

NOT VOTING:

NOT PRESENT:

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 20th day of May 2014.

ED PINERO, Mayor

ATTEST:

City Clerk

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SPECIAL USE PARKING PERMIT ON GOODYEAR BLVD

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve a Special Use Permit for the Boulevard Cruise Event/Jerry Cumberland Memorial Scholarship Fund to be held June 20, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE 2014-2015 SECURITY SERVICE AGREEMENT WITH PICAYUNE SCHOOL DISTRICT

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve the 2014-2015 Security Service Agreement with the Picayune School District and authorize Mayor to sign the same.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

AGREEMENT TO PROVIDE SECURITY SERVICES

THIS AGREEMENT made and entered into upon this the 13 day of May, A.D., 2014, by and between the **CITY OF PICAYUNE**, a Mississippi Municipal corporation, (hereinafter referred to as City) and the **PICAYUNE SCHOOL DISTRICT** (hereinafter referred to as School).

RECITALS:

WHEREAS, the School and the City wish to continue their partnership agreement for the provision of security services for the School; and

WHEREAS, both parties are in agreement that a partnership type 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 would hire four (4) School Resource Officers. One (1) School Resource Officer would be assigned to Nicholson Elementary School full-time. Said employees would be paid by the City and entitled to all the benefits of City employees, but would be stationed for regular duties at the School. When School is not in session, said employees will be provided assignment by the Chief of Police or his designee. The City would provide training for the security employees as City police officers, including the State Police Academy and Project Alert training. Though said employees would officially answer to the City Chief of Police or his designee, the School would retain the right to dispatch the security officers to various schools as needs arise

during the course of a school day and to give daily supervision and instruction to said employees as is needed. Through this agreement the City agrees to provide additional units and personnel as needed and available should said needs arise in emergency type needs. 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 it has been able to provide itself.

II. PAY OF SECURITY OFFICERS

The rate of pay of school security officers will be based on the salary schedule established by the City for Police Department employees. This pay rate will 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 will utilize and maintain all present equipment owned by the School for use by the Security Officers during the life of this contract. The equipment will remain a part of the Fixed Assets of the School. The City will be responsible for the maintenance of this equipment. At the end of this contract the equipment shall remain the property of the School.

IV. SECURITY VEHICLES

For the sum of \$10.00 each, the School will lease its two security vehicles to the City for one year (July 1, 2014, through June 30, 2015) for use by the Resource Officers. The City will be responsible for the maintenance of said vehicles. The vehicles will remain a part of the Fixed Assets of the School. At the end of this contract the vehicles shall remain the property of the School.

V. CONTRACT PRICE

The agreed upon contract price for the security services specified above shall be the sum \$148,696.00. The School shall make payment under the terms of this contract with the City in the form of eleven (11) monthly installments of \$12,391.33 each and one (1) monthly installment of \$12,391.34. Each monthly installment will be made after the first regularly scheduled meeting of the Picayune School District Board of Trustees.

VI. CONTRACT TERM

The term of this contract shall be for a period of one (1) year, commencing on July 1, 2014, and continuing until June 30, 2015.

VII. RENEWAL OF CONTRACT

On or before February 15, 2015, and annually on the 15th day of February each year, the City and the School will provide written notification of their intention to renew or terminate this contract which will expire on its completion date of June 30, 2015, and each year thereafter on the 30th day of June.

Either party can terminate this contract by thirty (30) day written notice.

VIII. ENTIRE AGREEMENT

This agreement is complete in its entirety between the parties involved. 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 have not been included in this agreement, a separate agreement, or addendum shall be necessary.

Executed in duplicate on the day and date first herein mentioned.

THE CITY OF PICAYUNE, a Mississippi Municipal Corporation

By: Edward Pinero
Mayor, City of Picayune

Attest: [Signature]

THE PICAYUNE SCHOOL DISTRICT

By: Dean Shaw
Superintendent of Education

By: Tom Jones
President of the Board of Trustees

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Stevens to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, June 3, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

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

AT THIS TIME KIM HART WITH MISSISSIPPI TOBACCO FREE COALITION HELD AN EDUCATIONAL FORUM ON COMMUNITY SMOKE FREE POLICIES

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated May 20, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of May 2014.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

Run: 5/30/2014 at 8:52 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	400,000	(400,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,425	70,525	52,440	18,085	90
351-000-341.02-000-000 GROUND LEASES	12,480	2,250	12,480	8,320	4,160	100
351-000-374.00-000-000 FUEL SALES	6,000	364	2,613	4,000	(1,387)	44
Total Revenues	697,140	6,039	85,618	464,760	(379,142)	12
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,078	34,777	38,346	3,569	60
SUPPLIES	500	0	192	334	142	38
OUTSIDE SERVICES	55,640	2,278	25,767	37,094	11,327	46
CAPITAL OUTLAY	680,000	0	0	440,000	440,000	0
Total Airport Expenses	773,659	6,356	60,736	515,774	455,038	8
Total Expenditures	773,659	6,356	60,736	515,774	455,038	8
Excess Revenue Over (Under) Expenditures	(76,519)	(317)	24,882	(51,014)	(834,180)	33

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

Run: 5/30/2014 at 8:52 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	300	768	1,200	200	1,000	400
406-000-340.00-000-000 INTEREST INCOME	250	0	151	167	(16)	60
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	68,000	5,750	41,417	46,000	(4,583)	60
406-000-392.00-000-000 SALE OF LOTS	20,000	3,091	20,033	13,333	6,700	100
Total Revenues	89,550	9,609	62,801	59,700	3,101	70
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,747	32,404	46,430	14,026	47
SUPPLIES	7,860	886	3,503	5,254	1,751	44
OUTSIDE SERVICES	3,269	57	1,187	2,180	983	36
CAPITAL OUTLAY	76,300	57,047	77,900	73,900	(4,000)	102
Total Cemetery Expenses	157,093	61,737	114,994	127,764	12,770	73
Total Expenditures	157,093	61,737	114,994	127,764	12,770	73
Excess Revenue Over (Under) Expenditures	(67,543)	(52,128)	(52,193)	(68,064)	(9,669)	(77)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

Run: 5/30/2014 at 8:52 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	530	167	363	212
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,398	11,307	0	11,307	0
110-043-341.00-000-000 RENT	48,790	0	0	32,527	(32,527)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	12,723	(12,723)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	39,994	273,862	293,333	(19,471)	62
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	245	3,275	1,667	1,608	131
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	300	667	(367)	30
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	67	(67)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	173	333	(160)	35
110-402-346.00-000-000 DONATIONS	0	0	1,000	0	1,000	0
110-402-355.00-000-000 MISC INCOME	0	1,000	1,000	0	1,000	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	45,000	28,000	45,000	35,667	9,333	100
Total Revenues	557,225	70,637	336,448	377,151	(40,703)	60
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	730	4,857	0	(4,857)	0
Total Sale of Lots Expenses	0	730	4,857	0	(4,857)	0
Recreation Expenses						
PERSONNEL	127,352	10,004	76,108	84,901	8,793	60
SUPPLIES	52,500	2,843	40,825	43,533	2,708	78
OUTSIDE SERVICES	115,000	6,177	52,158	77,000	24,842	45
CAPITAL OUTLAY	17,000	0	17,000	17,000	0	100
Total Recreation Expenses	311,852	19,024	186,091	222,434	36,343	60
Retirement Development Expenses						
Total Expenditures	311,852	19,754	190,948	222,434	31,486	61
Excess Revenue Over (Under) Expenditures	245,373	50,883	145,500	154,717	(72,189)	59

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

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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	1,299,183	22,149	1,157,290	866,122	291,168	89
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	20,480	152,306	150,581	1,725	67
001-000-202.00-000-000 PERSONAL TAXES	414,947	14,004	353,315	276,631	76,684	85
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	667	679	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	2,370	9,207	20,000	(10,793)	31
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,926	56,566	43,533	13,033	87
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	252	7,308	26,667	(19,359)	18
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	900	5,175	2,550	2,625	135
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	645,000	38,836	481,843	410,000	71,843	78
001-000-222.00-000-000 BUILDING PERMITS	46,000	10,702	73,826	30,667	43,159	160
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	200	5,635	2,300	3,335	163
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	588	13,333	(12,745)	3
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	18,333	(18,333)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	5,771	(5,771)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,615	5,373	(3,758)	20
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	11,667	1,189	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	73,422	93,333	(19,911)	52
001-000-253.26-000-000 USM PROJECT SAFE	0	0	6,750	0	6,750	0
NEIGHBORHOOD GRANT						
001-000-258.00-000-000 HOMELAND SECURITY GRANT	0	0	20	0	20	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	1,489	2,339,534	2,718,667	(379,133)	57
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	37,424	(37,424)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION CODE	19,987	594	17,554	13,325	4,229	88
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	1,221	(1,221)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	10,000	2,600	84
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	0	3,831	4,333	(502)	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	6,741	193,348	146,667	46,681	88
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	80,464	(80,464)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	615	615	7,833	8,667	(834)	60
001-000-330.00-000-000 COURT FINES & FEES	13,000	14,623	171,216	233,333	(62,117)	49
001-000-334.00-000-000 SPECIAL POLICE SERVICE	350,000	2,356	16,466	15,000	1,466	73
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	22,500	224	1,554	800	754	130
001-000-336.01-000-000 COURT MAINTENANCE	1,200	(1)	(1)	0	1	0
001-000-336.02-000-000 COURT EQUIPMENT	0	(6)	(6)	0	(6)	0
001-000-336.05-000-000 COLLECTION FEE	100	61	140	67	73	140
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	599	7,567	6,800	767	74
001-000-340.00-000-000 INTEREST EARNED	20,000	687	11,082	13,333	(2,251)	55
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	7,050	7,550	0	7,550	0
001-000-348.02-000-000 ADOPT A FLOWERBED	0	0	1,570	0	1,570	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	67	12,743	9,333	3,410	91
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	49,919	(49,919)	0

**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
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0
001-000-393.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0
001-082-301.00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	0	450	0	450	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	750	0	750	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(275,200)	275,200	0
Total Revenues	7,577,522	146,918	5,261,144	5,051,681	209,463	69
Expenditures						
Municipal Council Expenses						
PERSONNEL	66,113	4,572	41,694	44,075	2,381	63
SUPPLIES	500	0	237	333	96	47
OUTSIDE SERVICES	64,150	2,315	38,358	42,766	4,408	60
CAPITAL OUTLAY	40,000	35,700	184,350	40,000	(144,350)	461
Total Municipal Council Expenses	170,763	42,587	264,639	127,174	(137,465)	155
Municipal Court Expenses						
PERSONNEL	269,077	19,233	162,828	179,385	16,557	61
SUPPLIES	4,000	0	1,473	2,667	1,194	37
OUTSIDE SERVICES	54,750	7,541	55,952	36,500	(19,452)	102
Total Municipal Court Expenses	327,827	26,774	220,253	218,552	(1,701)	67
City Attorney Expenses						
PERSONNEL	9,450	641	5,946	6,300	354	63
OUTSIDE SERVICES	20,000	1,934	13,288	13,333	46	66
Total City Attorney Expenses	29,450	2,575	19,234	19,633	400	65
City Manager Expenses						
PERSONNEL	97,355	7,269	63,816	64,903	1,087	66
SUPPLIES	7,500	162	3,037	4,999	1,962	40
OUTSIDE SERVICES	16,300	618	8,685	10,866	2,181	53
Total City Manager Expenses	121,155	8,049	75,538	80,768	5,230	62
General Services Expenses						
PERSONNEL	16,920	1,226	10,651	11,280	629	63
SUPPLIES	7,700	155	4,966	5,133	167	64
OUTSIDE SERVICES	219,200	2,555	179,395	146,132	(33,263)	82
Total General Services Expenses	243,820	3,936	195,012	162,545	(32,467)	80
Financial Expenses						
PERSONNEL	138,675	10,688	96,834	92,450	(4,384)	70
SUPPLIES	7,500	117	4,679	5,000	321	62
OUTSIDE SERVICES	69,400	1,570	35,307	46,265	10,958	51
Total Financial Expenses	215,575	12,375	136,820	143,715	6,895	63
Code Enforcement Expenses						
PERSONNEL	135,346	11,088	101,921	90,231	(11,690)	75

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**GF Statement of Activity - MTD and YTD with Budget
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For 5/31/2014**

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	Annual Budget	MT-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	4,300	78	4,330	2,867	(1,463)	101
OUTSIDE SERVICES	21,650	1,005	17,268	14,434	(2,834)	80
Total Code Enforcement Expenses	161,296	12,171	123,519	107,532	(15,987)	77
Police Administration Expenses						
PERSONNEL	160,493	11,194	103,455	106,996	3,541	64
SUPPLIES	7,500	135	3,438	5,000	1,562	46
OUTSIDE SERVICES	59,013	940	28,929	39,372	10,443	49
CAPITAL OUTLAY	8,657	0	8,657	5,771	(2,886)	100
Total Police Administration Expenses	235,663	12,269	144,479	157,139	12,660	61
Patrol & Investigations Expenses						
PERSONNEL	1,328,962	108,449	980,977	877,010	(103,967)	74
SUPPLIES	136,730	10,302	101,598	91,334	(10,264)	74
OUTSIDE SERVICES	96,000	2,898	73,630	61,500	(12,130)	77
CAPITAL OUTLAY	7,588	166	1,880	5,045	3,165	25
Total Patrol & Investigations Expenses	1,569,280	121,815	1,158,085	1,034,889	(123,196)	74
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	133,554	13,821	108,389	89,037	(19,352)	81
SUPPLIES	39,000	3,477	41,695	26,001	(15,694)	107
OUTSIDE SERVICES	14,000	69	6,667	8,833	2,166	48
Total Custody of Prisoners Expenses	186,554	17,367	156,751	123,871	(32,880)	84
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	389,410	24,626	235,734	259,606	23,872	61
SUPPLIES	6,500	193	4,776	3,666	(1,110)	73
OUTSIDE SERVICES	20,300	1,716	12,881	13,367	486	63
Total Records & Communications Expenses	416,210	26,535	253,391	276,639	23,248	61
School Patrol Expenses						
PERSONNEL	160,205	13,031	113,536	120,601	7,065	71
SUPPLIES	6,000	706	6,974	3,834	(3,140)	116
OUTSIDE SERVICES	2,250	452	2,149	1,333	(816)	96
Total School Patrol Expenses	168,455	14,189	122,659	125,768	3,109	73
Animal Control Expenses						
PERSONNEL	30,131	2,119	19,233	20,088	855	64
SUPPLIES	2,780	408	2,920	2,354	(566)	105
OUTSIDE SERVICES	47,650	3,443	31,227	31,600	373	66
Total Animal Control Expenses	80,561	5,970	53,380	54,042	662	66
Fire Department Expenses						
PERSONNEL	2,042,241	151,330	1,312,857	1,361,494	48,637	64
SUPPLIES	52,600	2,261	33,563	35,067	1,504	64
OUTSIDE SERVICES	73,063	3,141	66,545	48,709	(17,836)	91

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
CAPITAL OUTLAY	24,000	291	24,213	24,000		101
Total Fire Department Expenses	2,191,904	157,023	1,437,178	1,469,270	32,092	66
Streets & Drainage Expenses						
PERSONNEL	441,228	34,269	275,978	294,151	18,173	63
SUPPLIES	142,001	6,845	123,574	95,334	(28,240)	87
OUTSIDE SERVICES	321,200	7,492	245,794	214,134	(31,660)	77
CAPITAL OUTLAY	10,000	0	7,924	10,000	2,076	79
Total Streets & Drainage Expenses	914,429	48,606	653,270	613,619	(39,651)	71
Grounds & Beautification Expenses						
PERSONNEL	386,345	29,030	246,467	257,563	11,096	64
SUPPLIES	101,344	4,804	50,956	67,561	16,606	50
OUTSIDE SERVICES	20,950	119	16,188	13,967	(2,221)	77
Total Grounds & Beautification Expenses	508,639	33,950	313,611	339,091	25,481	62
Equipment Maintenance Expenses						
PERSONNEL	45,987	2,349	20,751	30,659	9,908	45
SUPPLIES	14,110	151	2,137	8,740	6,603	15
OUTSIDE SERVICES	10,300	368	6,309	6,866	557	61
Total Equipment Maintenance Expenses	70,397	2,868	29,197	46,265	17,068	41
Total Expenditures	7,611,978	549,059	5,357,016	5,100,512	(266,502)	70
Excess Revenue Over (Under) Expenditures	(34,456)	(402,141)	(95,872)	(48,831)	465,965	(278)

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

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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	7,500	0	5,413	5,000	413	72
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	1,458	0	1,458	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	500	25,575	13,333	12,242	128
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,601	36,597	36,000	597	68
405-000-353.00-000-000 NORWOOD-MAGNOLIA STREET UTILITY RELOCATE PROJECT REIMBURSEMENT	0	62,820	62,820	0	62,820	0
405-000-355.00-000-000 MISC INCOME	112,000	6,488	53,881	74,667	(20,986)	48
405-000-355.01-000-000 MISC INCOME BAGS	4,000	240	2,105	2,667	(562)	53
405-000-355.02-000-000 MISC INCOME TAPS	0	0	(1,500)	0	(1,500)	0
405-000-360.01-000-000 METERED SALES WATER	1,658,138	128,032	1,025,863	1,104,092	(78,229)	62
405-000-360.02-000-000 METERED SALES GAS	1,818,615	129,647	1,690,064	1,212,410	477,654	93
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	125	1,165	1,333	(168)	58
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,363	100,292	96,667	3,625	69
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,544	648,003	610,000	38,003	71
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	2,125	45,232	0	45,232	0
Total Revenues	4,734,253	428,485	3,696,768	3,156,169	540,599	78
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	68,750	66,667	(2,083)	69
Total Intrafund Transfers Expenses	100,000	8,333	68,750	66,667	(2,083)	69
Utility Administration Expenses						
PERSONNEL	585,519	43,200	376,674	397,013	20,339	63
SUPPLIES	29,000	1,398	16,784	19,000	2,216	58
OUTSIDE SERVICES	220,250	11,342	143,147	146,834	3,687	65
Total Utility Administration Expenses	844,769	55,940	536,605	562,847	26,242	64
Director of Public Works Expenses						
PERSONNEL	161,840	11,976	105,800	107,960	2,160	65
SUPPLIES	15,930	(2,979)	(56)	10,620	10,676	(0)
OUTSIDE SERVICES	77,483	7,537	64,572	51,655	(12,917)	83
CAPITAL OUTLAY	106,404	793	110,854	105,737	(5,117)	104
Total Director of Public Works Expenses	361,757	17,327	281,170	275,972	(5,198)	78
Water Regulations Expenses						
PERSONNEL	40,780	3,318	30,542	27,187	(3,355)	75
SUPPLIES	23,511	284	5,993	15,673	9,680	25
OUTSIDE SERVICES	6,300	176	2,768	4,200	1,432	44
Total Water Regulations Expenses	70,591	3,778	39,303	47,060	7,757	56
Well and Pump Maintenance Expenses						

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 5/31/2014**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	33,358	112	22,404	22,239	(165)	67
OUTSIDE SERVICES	67,216	64	51,426	44,811	(6,615)	77
Total Well and Pump Maintenance Expenses	100,574	176	73,830	67,050	(6,780)	73
Sewer Construction Expenses						
<u>Utility Construction Expenses</u>						
PERSONNEL	107,276	7,050	55,185	71,516	16,331	51
SUPPLIES	38,831	1,465	23,439	25,887	2,448	60
OUTSIDE SERVICES	34,149	133	17,348	22,766	5,418	51
CAPITAL OUTLAY	0	0	62,820	0	(62,820)	0
Total Utility Construction Expenses	180,256	8,648	158,792	120,169	(38,623)	88
<u>Water Operations Expenses</u>						
PERSONNEL	248,222	21,629	166,872	165,481	(1,391)	67
SUPPLIES	107,381	2,677	95,461	71,587	(23,874)	89
OUTSIDE SERVICES	19,981	4,548	18,957	13,320	(5,637)	95
CAPITAL OUTLAY	54,992	0	(31,952)	36,661	68,613	(58)
Total Water Operations Expenses	430,576	28,854	249,338	287,049	37,711	58
<u>Gas Operations Expenses</u>						
PERSONNEL	219,413	17,816	148,000	146,276	(1,724)	67
SUPPLIES	1,073,079	147,197	950,042	715,385	(234,657)	89
OUTSIDE SERVICES	83,336	905	46,531	55,557	9,026	56
CAPITAL OUTLAY	3,000,000	172,729	198,952	2,000,000	1,801,048	7
Total Gas Operations Expenses	4,375,828	338,647	1,343,525	2,917,218	1,573,693	31
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,414	654,638	540,000	(114,638)	81
Total Garbage Expenses	810,000	72,414	654,638	540,000	(114,638)	81
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	0	9,526	84,884	0	(84,884)	0
Total Loan Interest Expenses	0	9,526	84,884	0	(84,884)	0
Total Expenditures	7,274,351	543,643	3,490,835	4,884,032	1,393,197	48
Excess Revenue Over (Under) Expenditures	(2,540,098)	(115,158)	205,933	(1,727,863)	(852,598)	8

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the docket for June 3, 2014 in the amount of \$ 1,961,093.05

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT MDOT AWARD FOR THE GREEN SPACE ON GOODYEAR BLVD

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept the MDOT award in the amount of \$400,000 for the green space on Goodyear Blvd. (old Crosby Hospital site) and proceed with the activation packet authorizing the Mayor to sign all necessary documents.



State of Mississippi
TRANSPORTATION COMMISSION

COMMISSIONER TOM KING
SOUTHERN DISTRICT

April 15, 2014

Ed Pinero, Mayor
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466

Dear Mayor Pinero,

We are pleased to inform you that the Mississippi Transportation Commission at their meeting on April 8, 2014 approved your request for up to \$400,000.00 in Federal Transportation Alternative Program funds. These funds, along with a required 20% local match, make up the total cost of the project. The project scope, termini, and potential special match opportunities can only be defined and approved ultimately during development of the project. This award letter only approves funding, conceptually, of your request. We look forward to working with you on this project and believe it will be benefit your community.

Please note that this award letter is not authorization to proceed to contract. The project must be activated, designed and constructed according to the *Project Development Manual for Local Public Agencies* which can be located on the MDOT website at <http://sp.mdot.ms.gov/LPA/Manuals/PDM%20Manual.pdf>.

The LPA has 90 days from the date of this letter to activate the project. Once the project has been activated and a project number assigned, a timeline for completing the project will be established. As a next step, please contact your Local Public Agency (LPA) Coordinator, David Seyfarth, P.E., 16499 B Highway 49, Saucier, MS 39574, (228)832-0682.

Sincerely,

A handwritten signature in cursive script that reads "Tom King".

Tom King
Southern District
Mississippi Transportation Commission

CC: Mr. James Williams, Assistant Chief Engineer, Operations
Mr. Jeff Altman, State LPA Engineer
Mr. David Seyfarth, P.E., District 6 LPA Coordinator

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS SERIES 2014, OF THE CITY OF PICAYUNE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (3,500,000)

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Resolution authorizing and Directing the Issuance of General Obligation Refunding Bonds, Series 2014, of the City of Picayune, Mississippi in the Principal Amount of not to Exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

REGULAR MEETING JUNE 3, 2014

The Mayor and City Council of the City of Picayune, Mississippi (the "City"), took up for consideration the matter of adopting this sales parameter resolution and bond resolution in connection with the issuance of General Obligation Refunding Bonds, Series 2014 of the City. After a discussion of the subject, Council Member GOUGUET offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014, OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I) (A) (1) THE PREPAYMENT, CURRENT REFUNDING AND REDEMPTION OF A CERTAIN PORTION OF THE CITY'S OUTSTANDING \$3,500,000 PROMISSORY NOTE (PICAYUNE, MISSISSIPPI PUBLIC IMPROVEMENT PROJECT), DATED APRIL 15, 2004 (THE "2004 NOTE"), SECURING THE LOAN BETWEEN THE CITY AND THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") (THE "LOAN") UNDER THE LOAN AGREEMENT, DATED APRIL 15, 2004 (THE "2004 LOAN AGREEMENT"), BY AND BETWEEN THE CITY AND THE BANK, SAID LOAN BEING FUNDED FROM THE PROCEEDS OF THE BANK'S \$3,500,000 SPECIAL OBLIGATION BONDS, SERIES 2004 (PICAYUNE, MISSISSIPPI PUBLIC IMPROVEMENT PROJECT), DATED APRIL 15, 2004 (THE "2004 BANK BONDS"), AND (2) THE SUBSEQUENT CURRENT REFUNDING AND REDEMPTION OF CERTAIN OUTSTANDING MATURITIES OF THE 2004 BANK BONDS; (B) (1) THE CURRENT REFUNDING OF CERTAIN MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2005, DATED AUGUST 15, 2005 (THE "2005 BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000, AND (2) THE REDEMPTION OF CERTAIN MATURITIES OF THE OUTSTANDING 2005 BONDS; AND (C) (1) THE CURRENT REFUNDING OF ALL MATURITIES OF THE CITY'S OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2004, DATED MARCH 1, 2004 (THE "2004 BONDS"), ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,500,000, AND (2) THE REDEMPTION OF ALL MATURITIES OF THE OUTSTANDING 2004 BONDS; AND (II) PAYING THE COSTS OF ISSUANCE IN CONNECTION THEREWITH; AND (III) FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Picayune, Mississippi, acting for and on behalf of said City of Picayune, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

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"Act" shall mean Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank.

"Beneficial Owner" shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the Beneficial Owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond" or "Bonds" shall mean the not to exceed \$3,500,000 General Obligation Refunding Bonds, Series 2014 of the City authorized and directed to be issued in this Bond Resolution.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the City and the Underwriter, dated the date of sale of the Bonds.

"Bond Resolution" shall mean this resolution, as may be amended from time to time.

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Bond.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Bonds as described in Section 2 herein.

"Callable Bonds" shall mean together, the Callable 2004 Bank Bonds, the Callable 2004 Bonds and the Callable 2005 Bonds.

"Callable 2004 Bank Bonds" shall mean certain maturities of the outstanding the 2004 Bank Bonds maturing on July 1 in the years 2015 through 2024, both inclusive.

"Callable 2004 Bonds" shall mean certain maturities of the outstanding the 2004 Bonds maturing March 1 in the years 2015 through 2019, both inclusive.

"Callable 2005 Bonds" shall mean certain maturities of the outstanding 2005 Bonds maturing on July 1 in the years 2015 through 2020, both inclusive.

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"City" shall mean the City of Picayune, Mississippi.

"Clerk" shall mean the City Clerk of the City.

"County" shall mean Pearl River County, Mississippi.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Financial Advisor" shall mean Government Consultants, Inc., Jackson, Mississippi.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"Letter of Representations" shall mean the DTC Blanket Issuer Letter of Representations of the City.

"Mayor" shall mean the Mayor of the City.

"Paying Agent" shall mean Hancock Bank, Jackson, Mississippi.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean the Refunding Project and paying the costs of issuance of the Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refunded Bonds" shall mean together the Refunded 2004 Bank Bonds, the Refunded 2004 Bonds and the Refunded 2005 Bonds.

"Refunded 2004 Bank Bonds" shall mean the 2004 Bank Bonds maturing on July 1 in the years 2015 through 2024, both inclusive.

"Refunded 2004 Bonds" shall mean the 2004 Bonds maturing on March 1 in the years 2015 through 2019, both inclusive.

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"Refunded 2005 Bond" shall mean the 2005 Bonds maturing on July 1 in the years 2015 through 2020, both inclusive.

"Refunded 2004 Note" shall mean the 2004 Note, securing the 2004 Loan Agreement, maturing on July 1 in the years 2015 through 2024.

"Refunding Project" shall mean providing funds for the prepayment and current refunding of the Refunded Note and the Refunded Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body, and shall initially be Hancock Bank, Jackson, Mississippi.

"Transferred Proceeds" shall mean the funds transferred from the 2004 Bank Bonds debt service reserve fund to provide a portion of the funds to effectuate the Project.

"Underwriter" shall mean Duncan-Williams, Inc., Memphis, Tennessee.

"2004 Bank Bonds" shall mean the Mississippi Development Bank \$3,500,000 Special Obligation Bonds, Series 2004 (Picayune, Mississippi Public Improvement Project), dated April 15, 2004.

"2004 Bank Indenture" shall mean an Indenture of Trust, dated as of April 15, 2004, by and between the Bank and the 2004 Bank Bonds Trustee, including any amendment and supplements thereto.

"2004 Bank Bonds Trustee" shall mean Hancock Bank, Gulfport, Mississippi.

"2004 Loan Agreement" shall mean the Loan Agreement, dated April 15, 2004, by and between the City and the Bank.

"2004 Note" shall mean the \$3,500,000 Promissory Note (Picayune, Mississippi Public Improvement Project), dated April 15, 2004, issued under the terms and provisions of the 2004 Loan Agreement, which 2004 Note and 2004 Loan Agreement secure a portion of the proceeds

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of the 2004 Bank Bonds, which 2004 Bank Bonds were issued pursuant to the 2004 Bank Indenture.

“2004 Bonds” shall mean the City’s \$1,500,000 General Obligation Public Improvement Bonds, Series 2004, dated March 1, 2004.

“2004 Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2004 Bonds.

“2004 Paying Agent” shall mean Trustmark National Bank, Jackson, Mississippi.

“2005 Bonds” shall mean the City’s \$1,500,000 General Obligation Public Improvement Bonds, Series 2005, dated August 15, 2005.

“2005 Bond Resolution” shall mean the bond resolution, adopted by the City, in connection with the 2005 Bonds.

“2005 Paying Agent” shall mean Trustmark National Bank, Jackson, Mississippi

"2014 Bond Fund" shall mean the City of Picayune, Mississippi General Obligation Refunding Bonds, Series 2014, 2014 Bond Fund provided for in Section 13 hereof.

"2014 Costs of Issuance Fund" shall mean the City of Picayune, Mississippi General Obligation Refunding Bonds, Series 2014, 2014 Costs of Issuance Fund provided for in Section 14 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City is authorized under the provisions of the Act to issue its Bonds to fund the Project. It is advisable and in the public interest to issue the Bonds for the purpose stated herein.

3. The estimated cost of the Project is not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000).

4. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Bonds.

5. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Section 25 and authorizes the Mayor and City Clerk to execute the Bond Purchase Agreement, prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Bonds.

6. The City recognizes that in order to prepare the necessary offering documents it is in the best interest of the City to authorize Bond Counsel to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bonds to the Underwriter and effectuate the issuance of such Bonds.

7. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement") for the sale of the Bonds and the distribution thereof to prospective purchasers of the Bonds.

8. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Bonds.

9. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "Official Statement") for the Bonds.

10. It has now become necessary to make provision for the preparation, execution and issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of any and all of the Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. (a) The Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Bonds requiring physical delivery of the Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of the Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Bond or its registered assigns or legal representative at the principal

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office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Bonds in such manner as if set forth herein.

(c) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(e) In the event that Bonds are to be issued to the Beneficial Owners of the Bonds, or their designees, the City shall promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the Participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 8 hereof.

(f) If any Securities Depository is replaced as the depository for the Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 3. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) to raise money for the Project as authorized by the Act.

SECTION 4. (a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on January 1 and July 1 of each year (each an "Interest Payment Date") until maturity, such interest rate to be in compliance with the Act, commencing January 1, 2015, unless otherwise specified in the Bond Purchase Agreement; and shall mature and become due and payable on July 1 in the years and in the amounts as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(c) The Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated dates of maturity as set forth in the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications)..

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(d) If notice of redemption is required in the Bond Purchase Agreement, notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("Government Obligations"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("SLGS") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "Defeasance Securities"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 5. (a) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse

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side of each of the Bonds, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in **EXHIBIT A**.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Bonds, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Bonds and deliver them to the Underwriter thereof upon payment of the purchase price of the Bonds to the City.

(f) Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Bonds.

SECTION 6. (a) The City hereby appoints the Paying and Transfer Agent for the Bonds. The Paying and Transfer Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

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(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Bonds. The Transfer Agent is hereby appointed registrar for the Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.

(iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers

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and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Bonds.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 7(d)(iv) hereof.

SECTION 7. The Bonds shall be in substantially the form attached hereto as **EXHIBIT A**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution.

SECTION 8. In case any Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2014 Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. When necessary, said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 10. Only such of the Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Bonds, the Transfer Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such

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payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The City hereby establishes the 2014 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2014 Bond Fund as and when received:

- (i) The accrued interest, if any, received upon delivery of the Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2014 Bond Fund;
and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2014 Bond Fund.

(b) As long as any principal of and interest on the Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2014 Bond Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. The City hereby establishes the 2014 Costs of Issuance Fund which shall be held by the Paying Agent, acting for and on behalf of the City. A certain portion of the proceeds received upon the sale of the Bonds shall be deposited in the 2014 Costs of Issuance Fund. Any income received from investment of monies in the 2014 Costs of Issuance Fund shall be deposited in the 2014 Costs of Issuance Fund. Funds in the 2014 Costs of Issuance Fund shall be used to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. Any amounts which remain in the 2014 Costs of Issuance Fund after the payment of the costs of issuance for the Bonds shall be transferred by the Paying Agent to the City for deposit in the 2014 Bond Fund and used as permitted under State law.

SECTION 15. A certain portion of the Bonds, together with Transferred Proceeds, will be remitted directly to (a) the 2004 Bank Bonds Trustee for the prepayment and current refunding of the Refunded 2004 Note, and the subsequent refunding of the Refunded 2004 Bank Bonds, pursuant to the 2004 Bank Indenture for the 2004 Bank Bonds, which amount will be sufficient to effectuate the current refunding of the Refunded 2004 Bank Bonds and the redemption price of the Callable 2004 Bank Bonds on August 1, 2014; (b) the 2004 Paying Agent for the prepayment and current refunding of the Refunded 2004 Bonds, which amount will be sufficient to effectuate the current refunding of the Refunded 2004 Bonds and the redemption price of the Callable 2004 Bonds on September 1, 2014; (c) the 2005 Paying Agent for the prepayment and current refunding of the Refunded 2005 Bonds, which amount will be sufficient to effectuate the current refunding of the Refunded 2005 Bonds and the redemption price of the Callable 2005 Bonds on July 1, 2014; and (d) the Paying Agent, acting for and on behalf of the City, to pay the costs of issuance of the Bonds.

SECTION 16. (a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 17. The Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end, if requested, the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's bond attorney for the institution of validation proceedings.

SECTION 18. The City hereby covenants that it will not make any use of the proceeds of the Bonds or do or suffer any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 19. The City hereby covenants as follows:

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(a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the 2004 Note, the 2004 Bonds, the 2005 Bonds;

(b) it does not intend to, during the term that any of the Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the 2004 Note, the 2004 Bonds, the 2005 Bonds;

(c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) it shall take no action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Bonds than on the Refunded Notes and overburden the tax-exempt bond market; and

(f) it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation § 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1, 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Bonds.

SECTION 20. The City hereby agrees for the benefit of the holders and beneficial owners of the Bonds for so long as it remains obligated to advance funds to pay the Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This information will be available free to securities brokers and others through EMMA.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION" and other financial information set forth in APPENDICES B and C of the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after 2014.

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The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by such time, if available and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the City Clerk, City Hall, 815 north Beech Street, Picayune, Mississippi 39466 Telephone Number: (601) 798-9770.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves, reflecting financial difficulties; (3) unscheduled draws on credit enhancements, reflecting financial difficulties; (4) substitution of credit or liquidity providers for the Bonds; or their failure to perform; (5) adverse tax opinions, IRS notices or events affecting the tax status of the Bonds; (6) defeasances; (7) rating changes; (8) tender offers; and (9) bankruptcy, insolvency receivership, or a similar proceeding by the obligated person. The City will provide to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, notice of an occurrence of the following events, if such event is material to a decision to purchase or sell Bonds, in a timely manner not in excess of ten business days after the occurrence of an event: (1) non-payment related defaults; (2) modifications to the rights of bond holders; (3) bond calls or redemption; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, acquisition involving an obligated person, other than in the ordinary course of business, or the sale of all or substantially all the assets of an obligated person, other than in the ordinary course of business, or the entry into a definitive agreement to engage in such a transaction, or a termination of such an agreement, other than in accordance with its terms; and (6) appointment of a successor or additional trustee, or the change in the name of the trustee. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The

City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders or Beneficial Owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the Holders and Beneficial Owners of the Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 21. The Paying Agent, acting for and on behalf of the City, is hereby authorized to pay costs of issuance expenses on the closing date for the Bonds from the proceeds of the Bonds deposited with the Paying Agent in the 2014 Costs of Issuance Fund; provided, however, total costs of issuance for said Bonds shall not exceed 5.00% of the par amount of the Bonds, which amount excludes Underwriter's discount and the premium for municipal bond insurance, if any. The Mayor, Clerk or any other Authorized Officer is authorized to sign requisitions for the payment of costs of issuance for the Bonds for such costs to be requisitioned from the 2014 Costs of Issuance Fund by the Paying Agent as provided above.

SECTION 22. The City hereby designates the Bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2014, to December 31, 2014, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Bonds;

(b) for purposes of this Section 22, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code; and

(c) Neither the 2004 Note, the 2004 Bank Bonds, the 2004 Bonds, the 2005 Bonds nor the Bonds is an issue, the face amount of which exceeds \$10,000,000.

SECTION 23. That the Governing Body of the City hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Bonds in substantially the form attached hereto as **EXHIBIT B**. The City hereby deems the Preliminary Official Statement to be "final" as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 24. That the distribution of copies of said Preliminary Official Statement to prospective purchasers of the Bonds is hereby authorized and ratified.

SECTION 25. That the Governing Body of the City hereby authorizes the negotiation of the sale of the Bonds to the Underwriter and authorizes the execution by the Mayor and City Clerk of the Governing Body of the Bond Purchase Agreement in substantially the same form attached hereto as **EXHIBIT C** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications), based on the recommendation of Financial Advisor and provided that the following parameters are met: (1) the par amount of the Bonds will not exceed \$3,500,000; (2) the net interest cost of the Bonds will not exceed 5.00%; (3) the term of the Bonds will not exceed 20 years; and (4) terms and provisions of the Bonds in compliance with the Act.

SECTION 26. Upon the execution of the Bond Purchase Agreement, the Mayor and Clerk are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and Clerk executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 27. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds at any given time. Therefore the Governing Body does hereby grant authority to the Mayor, upon advice from the Financial Advisor, to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Bonds.

SECTION 28. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal or interest on any Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Bonds; or
- (c) an Act of Bankruptcy occurs.

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SECTION 29. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Bonds.

SECTION 30. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

Council Member VALENTE seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Ed Pinero	Voted: <u>YAY</u>
Council Member Tammy Valente	Voted: <u>YAY</u>
Council Member Lynn Bogan Bumpers	Voted: <u>ABSENT</u>
Council Member Jan Stevens	Voted: <u>YAY</u>
Council Member Larry Breland	Voted: <u>YAY</u>
Council Member Wayne Gouquet	Voted: <u>YAY</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 3rd day of June, 2014.



MAYOR

ATTEST:


CITY CLERK



EXHIBIT A

[BOND FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF PICAYUNE

GENERAL OBLIGATION REFUNDING BOND,

SERIES 2014

NO. R- _____ \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____ %	_____	_____, 2014	_____

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

The City of Picayune, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of Hancock Bank, Jackson, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Refunding Bonds, Series 2014, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Hancock Bank, Jackson, Mississippi, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on January 1 and July 1 of each year (each an "Interest Payment Date"), commencing January 1, 2015, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

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This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$_____,000) to raise money for the purpose of prepaying and current refunding the outstanding maturities of the City's _____.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-27-1 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including resolution adopted June 3, 2014 (the "Bond Resolution").

INSERT REDEMPTION IF APPLICABLE.

Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred

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money to the 2014 Bond Fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding General obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2014.

CITY OF PICAYUNE, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk

(Seal)

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There shall be printed in the lower left portion of the face of the Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2014, of the City of Picayune, Mississippi.

HANCOCK BANK
JACKSON, MISSISSIPPI,
as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITY OF PICAYUNE

I, the undersigned City Clerk of the City of Picayune, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Pearl River County, Mississippi, rendered on the ____ day of ____, 2014.

City Clerk

(Seal)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

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EXHIBIT B
FORM OF PRELIMINARY OFFICIAL STATEMENT

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EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

21278385v1

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO EXECUTE LETTER TO MS OFFICE OF HOMELAND SECURITY REQUESTING FUNDING TO PURCHASE AN ELECTRIC GATE SYSTEM FOR FRIENDSHIP PARK

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve execution of letter to MS Office of Homeland Security requesting funding to purchase an electric gate system for Friendship Park and authorize Mayor's signature on the same.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPOINT MEMBERS TO PLANNING COMMISSION FOR A TERM TO END NOVEMBER 30, 2016

Motion was made by Council Member Valente, seconded by Council Member Gouguet to appoint members following members to the Planning Commission for a term to end November 30, 2016: Martha Shephard, Martha Ford, Dennis Collier, Bryan Cooper, Luddia Williams, Patricia Barnett and David Mooneyham.

The following roll call was made:

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

VOTING NAY: Council Member Breland

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Valente to open Public Hearing on property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DELCARE 960 SHIRLEY DRIVE A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 960 Shirley Drive ppin 25080 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 715 GLENWOOD A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 715 Glenwood ppin 23055 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 509 COUNTY CLUB DRIVE A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 509 Country Club Drive ppin 21649 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1423 S BEECH ST A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare 1423 S. Beech St. ppin 25640 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DELCARE 207 SOUTH BOLEY A PUBLIC NUISANCE

Motion was made by Council Member Gouquet, seconded by Council Member Stevens to declare 207 South Boley ppin 22235 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE FOR PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Valente to set a date of July 1, 2014 for a public hearing on property clean-up for the following properties:

719 and 721 Telly Road (duplex) Parcel- 6176230020401300 pin 027268
1911 DANIELS St. Pin-022087
185 Westchester Drive Pin-022830
191 Westchester Drive Pin-022831
722 Idlewild Lane Pin 023258
1215 Stemwood Drive Pin-021747
1409 Holly Court Pin- 022378
514 Third Street-Pin-026451
709 (Duplex) Telly Road Pin-027267

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR RAYMOND WOOD AND ZACK MALLEY

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve out of state travel for Raymond Wood and Zack Malley to attend the 36th Annual MNGA Conference in Orange Beach, AL, July 16-18, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION OF (1) ANTIQUE LIGHT FROM MR. GLENN SEAL

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donation of (1) antique light from Mr. Glenn Seal. Donor has requested that if the light is installed that it will have a designation of some sort which reads: This light is part of the R. H. Crosby Estate. It came to America from England in about 1950 and is donated by the Charles B. Manberg Estate.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Chief Keith Brown to Knoxville, TN, June 16-21, 2014 to attend "Southeastern Association of Fire Chief's Conference" at no cost to the City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Stevens to recess until Tuesday, June 17 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers.

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, June 17, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

AT THIS TIME PARKS DIRECTOR, HEATH STEVENS, PRESENTED BILLY VAUGHN, BASEBALL DIRECTOR OF GULF SOUTH USSSA, WITH A KEY TO THE CITY

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 June 3, 2014 with a correction to show that Council Member Breland voted no on appointing Planning Commission members.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of May 2014.

Run: 6/09/2014 @ 8:58 AM Page: 1

City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date
Def 422540	5/05/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001052	30526		ITEMS FOR LESS/ HOBBY AND GIFT	2013-2014 PRIV LICENSE	20.00	5/05/2014
Def 422854	5/06/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30531		FRANK & RHONDA'S ANTIQUES&FLEA MARKET	2013-2014 PRIV LICENSE	20.00	5/12/2014
Def 422978	5/06/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		28359		BOUDREAUX'S AUTOMOTIVE & TIRE SHOP	2013-2014 priv license	23.40	5/12/2014
Def 423294	5/07/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30539		DISCOUNT AUTOMOTIVE & TIRE	2013-2014 PRIV LICENSE	20.00	5/12/2014
Def 423592	5/08/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0010260	05530		CRESSIIONNIE, JEFFERY S	2012-2013	24.20	5/12/2014
Def 423605	5/08/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0005530	05530		CRESSIIONNIE, JEFFERY S	2013-2014 PRIV LICENSE	24.20	5/12/2014
Def 424683	5/12/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0000002	30552		PRC STRENGTH & CONDITIONING, SEW SASSY	2013-2014 PRIV LICENSE	20.00	5/27/2014
Def 424691	5/12/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30553			2013-2014 PRIV LICENSE	20.00	5/27/2014
Def 425776	5/16/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Cash		30564		RAGS TO RICHES	2013-2014 PRIV LICENSE	20.00	5/27/2014
Def 426751	5/21/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001335	28025		INDUSTRIAL TRANSPORTATION	2013-2014 PRIV LICENSE	30.00	5/27/2014
Def 426754	5/21/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0013354	05416		INDUSTRIAL FABRIC INC	2013-2014 PRIV LICENSE	30.00	5/27/2014
Def 427835	5/29/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check		17409		JACOB'S WELL,	2013-2014 PRIV LICENSE	0.00	6/09/2014
Def 427917	5/30/2014	GENERAL FUND - OPERATING	GENERAL FUND -Mail - Is	Check	0001134	30606		SKYE-STAR PRODUCTIONS	2013-2014 PRIV LICENSE	20.00	6/09/2014
										271.80	

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING JUNE 17, 2014

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of May 2014.

REPORT OF PUBLIC RECORDS REQUESTS MAY 2014				
	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
05/31/14	PICAYUNE HOUSING AUTHORITY	# 4 FINGERPRINTS	05/31/14	APPROVED
05/30/14	ANNETTE LYONS	RECORDS CHECK	05/30/14	APPROVED
05/30/14	ROBIN NICHOLSON	RECORDS CHECK	05/30/14	APPROVED
05/30/14	MARY TROTTER	ACCIDENT REPORT # 2014-05-1882	05/30/14	APPROVED
05/30/14	JENNIE ROBERTS	ACCIDENT REPORT # 2014-05-0794	05/30/14	APPROVED
05/29/14	WILLIAM DEAL	ACCIDENT REPORT # 2014-05-2203	05/29/14	APPROVED
05/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1882	05/29/14	APPROVED
05/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2466	05/29/14	APPROVED
05/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-0479	05/29/14	APPROVED
05/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-05-1223	05/29/14	APPROVED
05/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-01-1770	05/29/14	APPROVED
05/29/14	TYRE HARALSON	RECORD CHECK	05/29/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1848	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1720	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT #2014-04-2111	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1861	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1584	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1658	05/28/14	APPROVED
05/28/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1741	05/28/14	APPROVED
05/28/14	CARR INSURANCE	ACCIDENT REPORT # 2014-04-1461	05/28/14	APPROVED
05/27/14	COURTNEY BURGE	ACCIDENT REPORT # 2014-05-1882	05/27/14	APPROVED
05/27/14	JENNIFER LABRUZZO	ACCIDENT REPORT # 2014-05-0983	05/24/14	APPROVED
05/27/14	LINDSEY HOGSTON	ACCIDENT REPORT # 2014-05-2042	05/27/14	APPROVED
05/27/14	DANIEL CRUMPLER	ACCIDENT REPORT # 2014-04-2283	05/27/14	APPROVED
05/23/14	PAUL DOUGLAS KISELA	RECORDS CHECK	05/23/14	APPROVED
05/22/14	CINDY WEISKOPF	ACCIDENT REPORT # 2014-05-1209	05/22/14	APPROVED
05/23/14	CARR INSURANCE	ACCIDENT REPORT # 2014-05-1741	05/23/14	APPROVED
05/23/14	CARR INSURANCE	ACCIDENT REPORT # 2014-05-1741	05/23/14	APPROVED
05/23/14	KELLY & DONNA AUSTIN	RECORD'S CHECK X 2	05/23/14	APPROVED
05/22/14	MONIQUE R BURAS	RECORDS CHECK FINGER PRINTS	05/22/14	APPROVED
05/22/14	MINNIE M JONES	RECORDS CHECK	05/22/14	APPROVED
05/22/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/22/14	APPROVED
05/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0415	05/16/14	APPROVED
05/21/14	FBI INC	RECORDS CHECK	05/21/14	APPROVED
05/21/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/21/14	APPROVED
05/21/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-2474	05/21/14	APPROVED
05/21/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-05-0794	05/21/14	APPROVED
05/21/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-05-0656	05/21/14	APPROVED
05/20/14	UNITED STATES DISTRICT COURT	RECORDS CHECK ON JAMES DONAHOO	05/20/14	APPROVED
05/20/14	AUTUMN & GIOACHANNI VOTANO	RECORDS CHECK X 2	05/20/14	APPROVED
05/20/14	JAMES JENKINS	RECORDS CHECK	05/20/14	APPROVED
05/20/14	KRISTIAN ROBERTS	ACCIDENT REPORT # 2014-05-0794	05/20/14	APPROVED

REGULAR MEETING JUNE 17, 2014

05/19/14	KAYLA HOGAN	RECORDS CHECK	05/19/14	APPROVED
05/16/14	LESLIE PATRICK SPIER	RECORD'S CHECK	05/16/14	APPROVED
05/16/14	DARLENE ARCHER	ACCIDENT REPORT # 2014-04-2111	05/16/14	APPROVED
05/16/14	WILLIAM ARCHER	RECORDS CHECK	05/16/14	APPROVED
05/16/14	ANDREA SPIERS	FINGERPRINTS & RECORD CHECK	05/16/14	APPROVED
05/15/14	PCA INVESTIGATIONS LLC	INCIDENT REPORT # 2014-04-2120	05/15/14	APPROVED
05/16/14	WILLIAM COLLINS	ACCIDENT REPORT # 2014-04-2111	05/16/14	APPROVED
05/16/14	LAW OFFICES OF CRAIG S SOSSAMAN	ACCIDENT REPORT # 2014-05-0127	05/16/14	APPROVED
05/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0034	05/16/14	APPROVED
05/15/14	ROBERT CARR	ACCIDENT REPORT # 2014-05-0656	05/15/14	APPROVED
05/15/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-03-1829	05/15/14	APPROVED
05/15/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/15/14	APPROVED
05/15/14	WENDY ARCHER	ACCIDENT REPORT # 2014-05-0134	05/15/14	APPROVED
05/15/14	CITY OF BILOXI	RECORDS CHECK	05/15/14	APPROVED
05/14/14	MS LAW ENFORCEMENT OFFICER'S TRAINING ACADEMY	ACCIDENT REPORT # 2014-01-1772	05/14/14	APPROVED
05/13/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 3	05/13/14	APPROVED
05/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0408	05/12/14	APPROVED
05/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-01-0936	05/12/14	APPROVED
05/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1903	05/12/14	APPROVED
05/09/14	HANCOCK CO YOUTH COURT	RECORDS CHECK X 3	05/09/14	APPROVED
05/09/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/09/14	APPROVED
05/09/14	YOWANDA PERKINS	RECORDS CHECK FOR WOODLAND VILLAGE	05/09/14	APPROVED
05/01/14	MURRY FORSMAN	ACCIDENT REPORT # 2014-05-0349	05/09/14	APPROVED
05/09/14	BOBBY CARTER	INCIDENT REPORT # 2014-05-0557	05/09/14	APPROVED
05/09/14	BARBARA SCHOMMER	ACCIDENT REPORT # 2014-05-0423	05/09/14	APPROVED
05/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-1867	05/08/14	APPROVED
05/08/14	ROBERT ROBINSON	ACCIDENT REPORT # 2014-02-0971	05/08/14	APPROVED
05/08/14	WILLIAMS, WILLIAMS & MONTGOMERY PA	ACCIDENT REPROT # 2010-10-0911	05/08/14	APPROVED
05/08/14	SUMMER ZULLI	ACCIDENT REPORT # 2014-05-0134	05/08/14	APPROVED
05/08/14	DEPT OF HUMAN SERVICES	RECORDS CHECK X 2	05/08/14	APPROVED
05/08/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/08/14	APPROVED
05/07/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/07/14	APPROVED
05/07/14	MARTHA CITTADINA	ACCIDENT REPORT # 2014-05-0479	05/07/14	APPROVED
05/07/14	MCDONALD, PATCH, & BRYAN PLLC	ACCIDENT REPORT # 2014-02-0673	05/07/14	APPROVED
05/07/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-11-0057	05/07/14	APPROVED
05/01/14	HANCOCK CO YOUTH COURT	RECORDS CHECK	05/01/14	APPROVED
05/06/14	MELISSA CREGO	RECORD'S CHECK FOR WOODLAND VILLAGE	05/06/14	APPROVED
05/06/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-1864	05/06/14	APPROVED
05/06/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-02-1913	05/06/14	APPROVED
05/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2345	05/06/14	APPROVED
05/06/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-2443	05/06/14	APPROVED
05/06/14	LESHARA LEE	RECORDS CHECK	05/06/14	APPROVED
05/06/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	05/06/14	APPROVED
05/05/14	WYKEYA MCDONALD	RECORDS CHECK	05/05/14	APPROVED
05/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2134	05/05/14	APPROVED
05/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-04-2310	05/05/14	APPROVED
05/05/14	CHRISTOPHER CECIL	ACCIDENT REPORT # 2014-04-0804	05/05/14	APPROVED
05/05/14	EDEN WELCH FOR BARRY SCHMALZ	ACCIDENT REPORT # 2014-04-1903	05/05/14	APPROVED
05/02/14	MARIAN TREADWAY	RECORDS CHECK	05/02/14	APPROVED
05/001/14	AMANDA SLAYDON	ACCIDENT REPORT # 2014-01-1105	05/01/14	APPROVED

REGULAR MEETING JUNE 17, 2014

05/01/14	MISSISSIPPI HIGHWAY PATROL	RECORDS CHECK ON GEORGE GALLARDO	05/01/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR CITY MANAGER JIM LUKE

Motion was made by Council Member Breland, seconded by Council Member Valente to approve out of state travel for Jim Luke to attend Information Sharing Conference in Greensboro, NC, on September 7-10, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

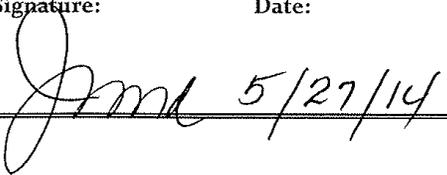
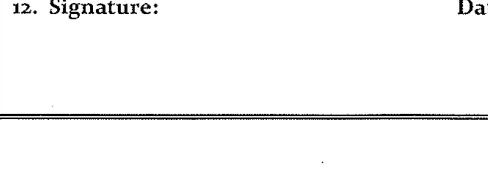
ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT MS STOP VIOLENCE AGAINST WOMEN PROGRAM GRANT FROM MS DEPARTMENT OF PUBLIC SAFETY

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the MS Stop Violence Against Women Program Grant award of \$45,930.38 from MS Department of Public Safety Division of Public Safety Planning.

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
 1025 Northpark Drive
 Ridgeland, MS 39217
 Phone: (601) 987-4990 Fax: (601) 987-4154

1. Name, Address, & Phone Number: City of Picayune Police Department 815 N. Beech Street Picayune, Ms 39466	2. Effective Date 07/01/14 3. Subgrant Number: 13SL2291 4. Grant Identifier: (Funding Source & Year) 2013-WF-AX-0011 5. Beginning & Ending Dates: 07/01/14-06/30/15 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Other																																																																																						
7. The following funds are obligated:																																																																																							
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8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. Attachment A - Statement of Special Conditions Attachment C - Certification Regarding Debarment, etc. Attachment B - Standard Assurances Attachment D - Certification Regarding Lobbying Attachment E - Drug-Free Workplace Certification (When Applicable)																																																																																							
AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE																																																																																						
9. Typed Name & Title of Approving DPSP Official: Joyce Word Office Director	10. Typed Name & Title of Authorized Subgrantee Official: Ed Pinero, Jr. Mayor																																																																																						
11. Signature: 	12. Signature: 																																																																																						
Date: 5/27/14	Date:																																																																																						

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ADOPT ORDINANCE 913 TO ELIMINATE SMOKING AT ALL WORKPLACES AND PUBLIC PLACES WITHIN THE CITY

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to adopt Ordinance 913 to Eliminate Smoking at All Workplaces and Public Places within the City of Picayune.

ORDINANCE NUMBER 913

OF THE

CITY OF PICAYUNE, MISSISSIPPI

**AN ORDINANCE AMENDING ORDINANCE NO. 613 GRANTING THE
MAYOR AND CITY COUNCIL TO ALLOW VEHICULAR PARKING ON AND ALONG
A PORTION OF GOODYEAR BOULEVARD**

WHEREAS, the City Council adopted and enacted Ordinance No. 613 which prohibited vehicular parking on and along the full length of Goodyear Boulevard between the hours of 9:00 p.m. and 6:00 a.m..

WHEREAS, current City of Picayune Comprehensive Plan has identified a significant portion of Goodyear Boulevard for future land use as a Mixed Use District - Downtown District.

WHEREAS, the City of Picayune Comprehensive Plan defines as one of the future uses of the Downtown District as, "Public uses, such as city, county, state and federal offices, public parks and community centers."

WHEREAS, the City of Picayune has acquired the site of the former Crosby Memorial/Highland Community Hospital and has demolished the old hospital building(s) located thereon.

WHEREAS, the site of the former Crosby Memorial/Highland Community Hospital is located on Goodyear Boulevard.

WHEREAS, the intent of the City of Picayune is to develop the site of the former Crosby Memorial/Highland Community Hospital as a public park, walking track, green space and other related art and cultural uses consistent with future land uses consistent with the Downtown District set out in the City of Picayune Comprehensive Plan.

WHEREAS, the various uses have been developed on and along a portion of Goodyear Boulevard that are consistent with the future land uses identified Downtown District of the City of Picayune Comprehensive Plan.

WHEREAS, these land uses located on and along a portion of Goodyear Boulevard require access to public vehicular parking between the hours of 9:00 p.m. and 6:00 a.m.

WHEREAS, the conditions since the enactment of Ordinance No. 613 have changed with regard to need of public vehicular parking between the hours of 9:00 a.m. and 6:00 p.m.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, to allow public vehicular parking on and along a portion of Goodyear Boulevard between the hours of 9:00 p.m. and UP TO 12:00 p.m. as set forth more fully hereafter, to-wit:

SECTION - ONE

1. The following definitions shall apply to this Ordinance, to-wit:
 - A. "Vehicle" shall mean any device in, upon or by which a person or property is or may be transported upon a highway, road or street, excepting devices moved by human power; motorized or battery powered wheel chairs; or, used exclusively upon stationary rails or tracks.

- B. "Public Parking" shall mean those public places under the authority, ownership and/or control by the City of Picayune and designated by the City of Picayune for the temporary parking of any vehicle.
- C. "Portion of Goodyear Boulevard" shall mean that part of Goodyear Boulevard, located in the City of Picayune, between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood Street and Goodyear Boulevard and that part of Goodyear Boulevard, located in the City of Picayune, between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard.
- D. "Person" shall mean any individual, partnership, corporation, association or other legal entity whatsoever.

SECTION - TWO

1. The Mayor and City Council of the City of Picayune is hereby vested with the authority to allow the Planning and Zoning Department to take application to allow vehicles to utilize public parking which is situated in the center of and adjacent to that portion of Goodyear Boulevard located between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood Street and Goodyear Boulevard and that part of Goodyear Boulevard, located between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard Street between the hours of 9:00 p.m. and up to 11:00 p.m. from Sunday through Thursday.
2. The Mayor and City Council of the City of Picayune is hereby vested with the authority to allow vehicles to utilize public parking which is situated in the center of and adjacent to that portion of Goodyear Boulevard located between the intersection of Teague Street and Goodyear Boulevard and the intersection of Norwood Street and Goodyear Boulevard and that part of Goodyear Boulevard, located between the intersection of Pine Street and Goodyear Boulevard and the intersection of Quince Street and Goodyear Boulevard Street between the hours of 9:00 p.m. and up to 12:00 p.m. from Friday and Saturday.
3. The Mayor and City Council may direct the City of Picayune Zoning Department through the direction of the City Manager to issue a permit allowing a person or persons to park their vehicles in the public parking spaces located in the center of and adjacent to that certain portion of Goodyear Boulevard described in this Ordinance for the times set forth above depending on the day(s) of the week for which said permit is being sought by said person or person(s). Only one permit per month shall be issued under this Ordinance. Said permit shall be obtained 45 days in advance prior to date of permit. In considering whether to issue an Executive Order, the City Manager or his/her designee shall consider the overall safety of the public; the safety of the residents residing in the areas on and around Goodyear Boulevard; the amount of traffic and noise to be generated if such approval is granted; the risk of injury should such approval be granted; whether an increase in police presence would be required; and, any other factors relevant to the issuance of said Executive Order.
4. Exempt from obtaining a permit under this Ordinance is Events by Government, Schools, Churches and approved Parades.
5. A copy of the written permit issued pursuant to this Ordinance shall be transmitted to Office of the City Manager, with a copy also being transmitted to the Picayune Police Department and the Code Enforcement Officer.
6. The person or persons to whom said permit is issued shall comply and obey the laws of the State of Mississippi, the United States of America and the Ordinances

of the City of Picayune.

SECTION - THREE

1. This remaining provisions of Ordinance No. 613 which have not been amended by the terms of this Ordinance shall remain in full force and effect.

SECTION - FOUR

SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section , clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall take effect and be in force after receiving affirmative vote of the majority of the members present.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Stevens, seconded by Council member Gouguet, and voted upon as follows:

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

VOTING NAY: None.

NOT VOTING: None.

NOT PRESENT: None.

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 17th day of June 2014.

ED PINERO, Mayor

ATTEST:

City Clerk

Published: June 26, 2014

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTIONS TO ASSESS TAX LIENS IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to authorize Mayor's signature on resolutions to assess tax liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerk's office for 201 Williams Ave. PPIN 23947 and to impose penalty as per House Bill 768 July 1, 2009. Property currently assessed to Louise Cockern.

**BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE
PEARL RIVER COUNTY, MISSISSIPPI**

**IN RE: THE DECLARATION AS A
PUBLIC NUISANCE AND/OR PUBLIC
MENACE A CERTAIN TRACT OF REAL
PROPERTY LOCATED WITHIN THE
CORPORATE LIMITS OF THE
CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY**

**Address of Property:
201 Williams Avenue
Picayune, Ms 39466
Owner: Victory Temple
Worship Center Trustees**

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, DEPARTMENT OF
CODE ENFORCEMENT COMPLAINANT**

**RESOLUTION AND/OR ORDER OF COUNCIL
ASSESSING LIEN AND GRANTING OTHER RELIEF**

COMES NOW the above cause on for consideration before the Mayor and Council in and for the City of Picayune, A Mississippi Municipality, pursuant to Miss. Code Ann. §21-19-11, as amended, upon the Request and/or Petition of the Department of Code Enforcement for the City of Picayune, and this Council after considering same does hereby **FIND, ORDER, RESOLVE AND ADJUDGE** as follows, to-wit:

1.

The Council finds that it has the jurisdiction and authority to hear this matter pursuant to Miss. Code Ann. §21-19-11, as amended, and any other applicable laws of the State of Mississippi and Ordinances currently in force in the City of Picayune.

2.

The Council finds that previously a public hearing was held before the City Council pursuant to Miss. Code Ann. §21-19-11, on, August 6, 2013 and that the interested property owner(s) were cited to appear and attend such public hearing as required by the aforesaid Miss. Code Ann. §21-19-11, Miss. Code Ann. with regards to such real property located within the corporate limits of the City of Picayune being more particularly described as follows, to-wit:

Township, Section and Range: 06S, 15, 17W

PIN#: 023947

Parcel Number: 6176150010500300

Deed Book/Page: 580/370

3.

The Council further finds that following the presentation of evidence at such public hearing the hereinbefore described real property was declared to be a public nuisance and/or public menace in accordance with the authority granted under Miss. Code Ann. §21-19-11, which imposed upon the property owner(s) the requirement(s) the affirmative obligation to remedy the unhealthy and unsafe condition(s) existing on said property, including, but not limited to, cutting weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property, and other debris; and draining cesspools and standing water therefrom.

4.

The Council finds the property owner(s) did not and/or would not remedy the unhealthy and unsafe condition(s) existing on the hereinbefore described real property; and, thereafter the City of Picayune, Department of Code Enforcement did then remedy such unhealthy and unsafe condition(s) existing on the subject real property at cost and expense of the City of Picayune.

5.

The Council finds the actual cost for the clean up of the subject real property are as follows, to-wit:

1. Labor costs \$1,393.91
 2. Fuel costs \$469.10
 3. Costs of Equipment \$3,532.75
 4. Administrative Costs \$400.00
 5. Dump fees \$0
- Total: \$5,795.76

6.

The Council finds that pursuant to Miss. Code Ann. §21-19-11, the Council may impose a penalty in addition to the actual costs itemized above. Said penalty is the greater amount of \$1,500.00 or fifty percent (50%) of such actual costs, whichever is more. That with regards to the assessment of a penalty, the Council finds as follows, to-wit:

That a penalty pursuant to Miss. Code Ann. §21-19-11 should be assessed in the amount of \$0.00.

OR

That a penalty pursuant to Miss. Code Ann. §21-19-11 shall not be assessed.

7.

The Council further finds that the total amount, inclusive of penalty, is \$5,795.76, shall be imposed as an assessment and/or lien against the hereinbefore described real property; and, the Council further finds the Tax Collector for the City of Picayune should be authorized and directed to sell the land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

8.

The Council also finds the City Tax Collector and/or City Clerk is authorized and directed to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

9.

THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

1. The total amount of \$5,795.76 and the same is hereby assessed against the hereinbefore-described real property as a lien, and that same shall attach forthwith.

2. The Tax Collector for the City of Picayune be, and is hereby authorized and directed to sell the subject land to satisfy the hereinbefore assessed lien as now provided by law for the sale of lands for delinquent municipal taxes; and further, pursuant to any Interlocal Agreements the City of Picayune has entered into between the City and the Tax Assessor for Pearl River County, Mississippi.

3. The City Tax Collector and/or City Clerk be, and is authorized to enroll a certified copy of this Resolution/Order in the office of the Pearl River County Circuit Clerk, which such costs of enrollment shall be added to the total costs assessed by the Council herein.

MOTION MADE by, Councilman _____ and seconded by, Councilman _____ to approve the foregoing Resolution/Order.

The following roll call was taken:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

The Motion was declared carried and the Resolution/Order was approved on this, the ____ day of, _____ A.D., 2014.

MAYOR

ATTEST:

CITY CLERK

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR LAMAR THOMPSON, MATTHEW ROBERTS, CHRISTOPHER WAGNER AND MATTHEW PETREE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve out of state travel for LaMar Thompson, Matthew Roberts, Christopher Wagner and Matthew Petree for the purpose of attending Incident Response to Terrorists Bombings Training at Energetic Materials Research & Testing Center (EMRTC) in Socorro, NM July 21-21, 2014 at no cost to the City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE OUT OF STATE TRAVEL FOR FIRE MARSHALL PAT WEAVER

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve out of state travel for Fire Marshall Pat Weaver to Myrtle Beach, SC, October 13-17, 2014, for the purpose of recertification of Arson Dog, Joanie.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND CHARLIE E AND BETINA A DODD

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Charlie E and Betina A Dodd.

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER**

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **17th day of June, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Charlie E. and Mrs. Betina A. Dodd** hereinafter referred to as the "Lessee",

WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. I-4** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **monthly**, with the term to begin on the **17th day of June 2014** and continue thereafter monthly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month in advance on the first day of each month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be

payable by mail to the Picayune Municipal Airport, 815 North Beech Street, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

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

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

13. **FORCE MAJEURE**

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

14. **INSURANCE**

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

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

15. **SURRENDER OF PREMISES**

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

16. **NOTICES**

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

As to Lessor: City Manager
815 North Beech Street
Picayune, MS 39466

At to Lessee Charles E and Betina A Dodd
14314 Owl Point Ave,
El Paso, TX 79938-5103
334-447-8903

WITNESS the signatures of the parties hereto, this the _____ day of June, 2014

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND EUGENE TEMPLET

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Eugene Templet.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **17th day of June, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. Eugene Templet** hereinafter referred to as the "Lessee",

WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessee **T-Hangar No. J-6** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **yearly**, with the term to begin on the **17th day of June 2014** and continue thereafter monthly until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of **\$250.00** per month in advance on the first day of each month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street,

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

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies

which might be otherwise used for arrears of rent or other default.

13. **FORCE MAJEURE**

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

14. **INSURANCE**

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

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

15. **SURRENDER OF PREMISES**

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

16. **NOTICES**

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

REGULAR MEETING JUNE 17, 2014

As to Lessor: City Manager
815 North Beech Street
Picayune, MS 39466

At to Lessee: Eugene Templet
609 Amadillo Run
Pearl River, LA 70452
985-607-4177

WITNESS the signatures of the parties hereto, this the _____ day of June, 2014

LESSOR: CITY OF PICAYUNE

BY: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

LESSEE: _____

WITNESS:

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Valente, seconded by Council Member Stevens to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, July 1, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the Minutes for the City of Picayune dated June 17, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Valente to acknowledge receipt of monthly budget report for the month of June 2014.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:46 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						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	450,000	(450,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	4,533	75,058	58,995	16,063	95
351-000-341.02-000-000 GROUND LEASES	12,480	0	12,480	9,360	3,120	100
351-000-374.00-000-000 FUEL SALES	6,000	319	2,932	4,500	(1,568)	49
Total Revenues	697,140	4,852	90,470	522,855	(432,385)	13
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,091	38,868	43,139	4,271	68
SUPPLIES	500	0	192	376	184	38
OUTSIDE SERVICES	55,640	1,015	27,532	41,730	14,198	49
CAPITAL OUTLAY	660,000	0	0	495,000	495,000	0
Total Airport Expenses	773,659	5,106	66,592	580,245	513,653	9
Total Expenditures	773,659	5,106	66,592	580,245	513,653	9
Excess Revenue Over (Under) Expenditures	(76,519)	(254)	23,878	(57,390)	(946,038)	31

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:47 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	300	97	1,297	225	1,072	432
406-000-340.00-000-000 INTEREST INCOME	250	0	194	188	6	78
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	47,167	51,750	(4,583)	68
406-000-392.00-000-000 SALE OF LOTS	20,000	2,020	22,053	15,000	7,053	110
Total Revenues	89,550	7,867	70,711	67,163	3,548	79
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,515	35,941	52,234	16,293	52
SUPPLIES	7,860	1,001	4,517	5,911	1,394	57
OUTSIDE SERVICES	3,269	90	1,276	2,452	1,176	39
CAPITAL OUTLAY	76,300	0	77,900	74,500	(3,400)	102
Total Cemetery Expenses	157,093	4,606	119,634	135,097	15,463	76
Total Expenditures	157,093	4,606	119,634	135,097	15,463	76
Excess Revenue Over (Under) Expenditures	(67,543)	3,261	(48,923)	(67,934)	(11,915)	(72)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:47 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	250	0	611	188	423	244
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	2,782	14,089	0	14,089	0
110-043-341.00-000-000 RENT	48,790	0	0	36,593	(36,593)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	14,314	(14,314)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	36,769	310,651	330,000	(19,349)	71
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	230	3,435	1,875	1,560	137
110-402-314.03-000-000 PARK FIELD RENTAL FEES	0	2,970	2,970	0	2,970	0
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	300	750	(450)	30
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	75	(75)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	208	375	(167)	42
110-402-346.00-000-000 DONATIONS	0	1,000	2,000	0	2,000	0
110-402-355.00-000-000 MISC INCOME	0	2,585	3,585	0	3,585	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	45,000	0	45,000	38,000	7,000	100
Total Revenues	557,225	46,356	382,850	422,170	(39,320)	69
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	980	5,837	0	(5,837)	0
Total Sale of Lots Expenses	0	980	5,837	0	(5,837)	0
Recreation Expenses						
PERSONNEL	127,352	10,773	86,882	95,515	8,633	68
SUPPLIES	52,500	5,766	46,885	45,775	(1,110)	89
OUTSIDE SERVICES	115,000	7,144	59,302	86,500	27,198	52
CAPITAL OUTLAY	17,000	0	17,000	17,000	0	100
Total Recreation Expenses	311,852	23,683	210,069	244,790	34,721	67
Retirement Development Expenses						
Total Expenditures	311,852	24,663	215,906	244,790	28,884	69
Excess Revenue Over (Under) Expenditures	245,373	21,693	166,944	177,380	(68,204)	68

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:48 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	1,299,183	18,111	1,175,401	974,387	201,014	90
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	19,909	172,215	169,403	2,812	76
001-000-202.00-000-000 PERSONAL TAXES	414,947	13,329	366,644	311,210	55,434	88
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	750	596	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	2,732	11,940	22,500	(10,560)	40
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,746	58,312	48,975	9,337	89
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	213	7,541	30,000	(22,459)	19
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	0	5,175	2,869	2,306	135
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	27,719	509,561	461,250	48,311	83
001-000-222.00-000-000 BUILDING PERMITS	46,000	3,158	77,260	34,500	42,760	168
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	0	5,635	2,588	3,047	163
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	588	15,000	(14,412)	3
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	20,625	(20,625)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	6,493	(6,493)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,615	6,045	(4,430)	20
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	13,125	(269)	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	73,422	105,000	(31,578)	52
001-000-253.28-000-000 USM PROJECT SAFE	0	0	6,750	0	6,750	0
NEIGHBORHOOD GRANT						
001-000-258.00-000-000 HOMELAND SECURITY GRANT	0	0	20	0	20	0
001-000-260.00-000-000 GENERAL SALES TAX	4,078,000	375,424	2,714,958	3,058,500	(343,542)	67
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR	56,136	0	0	42,102	(42,102)	0
LTD						
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	537	18,091	14,990	3,101	91
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR	1,831	0	0	1,373	(1,373)	0
CODE						
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	11,250	1,350	84
001-000-264.00-000-000 PRG ANIMAL SHELTER	6,500	0	3,831	4,875	(1,044)	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	6,118	199,466	165,000	34,466	91
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	90,522	(90,522)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	520	8,957	9,750	(793)	69
001-000-330.00-000-000 COURT FINES & FEES	350,000	11,110	197,118	262,500	(65,382)	56
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,155	18,021	16,875	1,146	80
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	132	1,687	900	787	141
001-000-336.01-000-000 COURT MAINTENANCE	0	0	(1)	0	(1)	0
001-000-336.02-000-000 COURT EQUIPMENT	0	0	(6)	0	(6)	0
001-000-336.05-000-000 COLLECTION FEE	100	177	339	75	264	339
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	531	8,641	7,650	991	85
001-000-340.00-000-000 INTEREST EARNED	20,000	757	12,384	15,000	(2,606)	62
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	7,950	0	7,950	0
001-000-348.02-000-000 ADOPT A FLOWERBED	0	0	1,570	0	1,570	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	(32)	12,781	10,500	2,281	91
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	0	56,159	(56,159)	0

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:48 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
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0
001-000-393.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0
001-092-301.00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	0	450	0	450	0
001-092-302.00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	750	0	750	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(309,600)	309,600	0
Total Revenues	7,577,522	483,346	5,761,773	5,683,141	78,632	76
Expenditures						
Municipal Council Expenses						
PERSONNEL	66,113	5,016	46,703	49,585	2,882	71
SUPPLIES	500	47	284	375	91	57
OUTSIDE SERVICES	64,150	2,685	41,043	48,113	7,070	64
CAPITAL OUTLAY	40,000	0	184,350	40,000	(144,350)	481
Total Municipal Council Expenses	170,763	7,748	272,380	138,073	(134,307)	180
Municipal Court Expenses						
PERSONNEL	269,077	18,919	181,746	201,809	20,063	68
SUPPLIES	4,000	0	1,473	3,000	1,527	37
OUTSIDE SERVICES	54,750	8,197	64,292	41,063	(23,189)	117
Total Municipal Court Expenses	327,827	27,116	247,471	245,872	(1,599)	75
City Attorney Expenses						
PERSONNEL	9,450	718	6,664	7,089	425	71
OUTSIDE SERVICES	20,000	1,494	15,291	15,000	(291)	76
Total City Attorney Expenses	29,450	2,212	21,955	22,089	134	75
City Manager Expenses						
PERSONNEL	97,355	7,537	71,353	73,016	1,663	73
SUPPLIES	7,500	(187)	2,850	5,625	2,775	38
OUTSIDE SERVICES	16,300	335	9,020	12,225	3,205	55
Total City Manager Expenses	121,155	7,685	83,223	90,866	7,643	69
General Services Expenses						
PERSONNEL	16,920	1,314	11,965	12,691	726	71
SUPPLIES	7,700	278	5,568	5,775	207	72
OUTSIDE SERVICES	219,200	8,519	187,947	164,400	(23,547)	86
Total General Services Expenses	243,820	10,111	205,480	182,866	(22,614)	84
Financial Expenses						
PERSONNEL	138,675	11,136	107,969	104,007	(3,962)	78
SUPPLIES	7,500	196	5,009	5,625	616	67
OUTSIDE SERVICES	69,400	7,701	43,140	52,051	8,911	62
Total Financial Expenses	215,575	19,033	156,118	161,683	5,565	72
Code Enforcement Expenses						
PERSONNEL	135,346	11,615	113,536	101,509	(12,027)	84

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:48 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
SUPPLIES	4,300	72	4,402	3,225	(1,177)	102
OUTSIDE SERVICES	21,650	871	19,346	16,239	(3,107)	89
Total Code Enforcement Expenses	161,296	12,558	137,284	120,973	(16,311)	85
<u>Police Administration Expenses</u>						
PERSONNEL	160,493	12,158	116,007	120,371	4,364	72
SUPPLIES	7,500	157	3,585	5,625	2,040	48
OUTSIDE SERVICES	59,013	6,953	35,977	44,283	8,306	61
CAPITAL OUTLAY	8,657	0	8,657	6,493	(2,164)	100
Total Police Administration Expenses	235,663	19,268	164,226	176,772	12,546	70
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,328,962	118,299	1,099,276	989,998	(109,278)	83
SUPPLIES	136,750	10,743	111,693	102,688	(9,005)	82
OUTSIDE SERVICES	96,000	2,636	77,581	70,125	(7,456)	81
CAPITAL OUTLAY	7,568	166	2,045	5,676	3,631	27
Total Patrol & Investigations Expenses	1,569,280	131,844	1,290,595	1,168,487	(122,108)	82
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	133,554	13,747	122,136	100,165	(21,971)	91
SUPPLIES	39,000	3,627	45,322	29,250	(16,072)	116
OUTSIDE SERVICES	14,000	159	6,921	10,125	3,204	49
Total Custody of Prisoners Expenses	186,554	17,533	174,379	139,540	(34,839)	93
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	389,410	27,727	263,432	292,057	28,625	68
SUPPLIES	6,500	139	4,931	4,375	(556)	76
OUTSIDE SERVICES	20,300	910	13,492	15,100	1,608	66
Total Records & Communications Expenses	416,210	28,776	281,855	311,532	29,677	68
<u>School Patrol Expenses</u>						
PERSONNEL	160,205	14,135	127,671	130,504	2,833	80
SUPPLIES	6,000	900	7,874	4,375	(3,499)	131
OUTSIDE SERVICES	2,250	238	2,387	1,563	(824)	106
Total School Patrol Expenses	168,455	15,273	137,932	136,442	(1,490)	82
<u>Animal Control Expenses</u>						
PERSONNEL	30,131	2,294	21,527	22,599	1,072	71
SUPPLIES	2,780	483	3,403	2,460	(943)	122
OUTSIDE SERVICES	47,650	7,125	38,352	35,613	(2,739)	80
Total Animal Control Expenses	80,561	9,902	63,282	60,672	(2,610)	79
<u>Fire Department Expenses</u>						
PERSONNEL	2,042,241	154,866	1,467,708	1,531,681	63,973	72
SUPPLIES	52,600	13,051	37,736	39,450	1,714	72
OUTSIDE SERVICES	73,063	7,395	75,580	54,797	(20,783)	103

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
CAPITAL OUTLAY	24,000	0	24,213	24,000		
Total Fire Department Expenses	2,191,904	175,312	1,605,237	1,649,928	44,691	73
Streets & Drainage Expenses						
PERSONNEL	441,228	29,575	305,524	330,922	25,398	69
SUPPLIES	142,001	8,124	135,988	107,001	(28,987)	96
OUTSIDE SERVICES	324,200	43,225	288,634	243,900	(44,734)	89
CAPITAL OUTLAY	10,000	0	7,924	10,000	2,076	79
Total Streets & Drainage Expenses	917,429	80,924	738,070	691,823	(46,247)	80
Grounds & Beautification Expenses						
PERSONNEL	386,345	32,606	279,073	289,760	10,687	72
SUPPLIES	101,344	6,838	55,660	76,008	20,318	55
OUTSIDE SERVICES	20,950	116	16,322	15,713	(609)	78
Total Grounds & Beautification Expenses	508,639	39,560	351,085	381,481	30,396	69
Equipment Maintenance Expenses						
PERSONNEL	45,987	2,468	23,218	34,492	11,274	50
SUPPLIES	14,110	133	2,241	10,063	7,842	16
OUTSIDE SERVICES	10,300	1,079	7,470	7,725	255	73
Total Equipment Maintenance Expenses	70,397	3,680	32,929	52,300	19,371	47
Total Expenditures	7,614,978	608,535	5,963,501	5,731,399	(232,102)	78
Excess Revenue Over (Under) Expenditures	(37,456)	(125,189)	(201,728)	(48,258)	310,734	(539)

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014**

Run: 6/27/2014 at 9:48 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						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	6,200	5,625	575	83
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	1,693	0	1,693	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	2,100	27,675	15,000	12,675	138
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,617	41,214	40,500	714	76
405-000-353.00-000-000 NORWOOD-MAGNOLIA STREET UTILITY RELOCATE PROJECT REIMBURSEMENT	0	0	62,820	0	62,820	0
405-000-355.00-000-000 MISC INCOME	112,000	7,112	61,043	84,000	(22,957)	55
405-000-355.01-000-000 MISC INCOME BAGS	4,000	152	2,257	3,000	(743)	56
405-000-355.02-000-000 MISC INCOME TAPS	0	0	(1,500)	0	(1,500)	0
405-000-360.01-000-000 METERED SALES WATER	1,656,138	131,892	1,157,238	1,242,104	(84,866)	70
405-000-360.02-000-000 METERED SALES GAS	1,818,615	119,446	1,844,266	1,363,961	480,305	101
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	150	1,315	1,500	(185)	66
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	13,217	113,475	108,750	4,729	78
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,541	729,621	686,250	43,371	80
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	45,232	0	45,232	0
Total Revenues	4,734,253	360,227	4,092,553	3,550,690	541,863	86
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	16,667	85,417	75,000	(10,417)	85
Total Intrafund Transfers Expenses	100,000	16,667	85,417	75,000	(10,417)	85
Utility Administration Expenses						
PERSONNEL	595,519	45,960	422,634	446,641	24,007	71
SUPPLIES	29,000	294	17,244	21,500	4,256	59
OUTSIDE SERVICES	220,250	2,539	152,381	165,188	12,807	69
Total Utility Administration Expenses	844,769	48,793	592,259	633,329	41,070	70
Director of Public Works Expenses						
PERSONNEL	161,940	12,541	118,341	121,456	3,115	73
SUPPLIES	15,930	1,019	963	11,949	10,986	6
OUTSIDE SERVICES	77,483	8,761	76,079	58,112	(17,967)	98
CAPITAL OUTLAY	106,404	0	110,961	105,904	(5,057)	104
Total Director of Public Works Expenses	361,757	22,321	306,344	297,421	(8,923)	85
Water Regulations Expenses						
PERSONNEL	40,780	3,957	34,499	30,585	(3,914)	85
SUPPLIES	23,511	756	10,264	17,634	7,370	44
OUTSIDE SERVICES	6,300	51	2,819	4,725	1,906	45
Total Water Regulations Expenses	70,591	4,764	47,582	52,944	5,362	67
Well and Pump Maintenance Expenses						

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 6/30/2014

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	33,358	138	23,170	25,019	1,849	69
OUTSIDE SERVICES	67,216	12,019	64,946	50,412	(14,534)	97
Total Well and Pump Maintenance Expenses	100,574	12,157	88,116	75,431	(12,685)	88
Sewer Construction Expenses						
Utility Construction Expenses						
PERSONNEL	107,276	7,957	63,142	80,458	17,316	59
SUPPLIES	38,831	713	23,870	29,124	5,254	61
OUTSIDE SERVICES	34,149	190	17,556	25,612	8,056	51
CAPITAL OUTLAY	0	0	62,820	0	(62,820)	0
Total Utility Construction Expenses	180,256	8,860	167,388	135,194	(32,194)	93
Water Operations Expenses						
PERSONNEL	248,222	20,471	187,343	186,168	(1,175)	75
SUPPLIES	107,381	3,918	105,844	80,537	(25,307)	99
OUTSIDE SERVICES	19,981	3,099	20,046	14,986	(5,060)	100
CAPITAL OUTLAY	54,992	0	(18,089)	41,245	59,334	(33)
Total Water Operations Expenses	430,576	27,488	295,144	322,936	27,792	69
Gas Operations Expenses						
PERSONNEL	219,413	18,963	166,963	164,560	(2,403)	76
SUPPLIES	1,073,079	128,969	1,072,232	804,809	(267,423)	100
OUTSIDE SERVICES	83,336	7,620	55,873	62,502	6,629	67
CAPITAL OUTLAY	3,000,000	158,153	357,105	2,250,000	1,892,895	12
Total Gas Operations Expenses	4,375,828	313,705	1,652,173	3,281,871	1,629,698	38
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,414	727,442	607,500	(119,942)	90
Total Garbage Expenses	810,000	72,414	727,442	607,500	(119,942)	90
Loan Interest Expenses						
INTEREST EXPENSE	0	3,672	88,557	0	(88,557)	0
Total Loan Interest Expenses	0	3,672	88,557	0	(88,557)	0
Total Expenditures	7,274,351	530,841	4,050,422	5,481,626	1,431,204	56
Excess Revenue Over (Under) Expenditures	(2,540,098)	(170,614)	42,131	(1,930,936)	(889,341)	2

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER JAN STEVENS RECUSED HERSELF

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the docket for July 1, 2014 in the amount of \$ 749,186.75

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER JAN STEVENS RE-ENTERED THE MEETING

ACCEPT GRANT FROM LOWER PEARL RIVER VALLEY FOUNDATION

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept \$100,000.00 grant from the Lower Pearl River Valley Foundation and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT GRANT FROM WAL-MART

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept \$1,000.00 community grant from Wal-Mart and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Valente to open Public Hearing on property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DELCARE 719 AND 721 TELLY RD A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to declare 719 and 721 Telly Rd (duplex) PPIN 27268 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1911 DANIELS ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 1911 Daniels St. PPIN 22087 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 185 WESTCHESTER DRIVE A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 185 Westchester Drive PPIN 22830 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 191 WESTCHESTER A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 191 Westchester Dr. PPIN 22831 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DELCARE 722 IDLEWILD LANE A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 722 Idlewild Lane PPIN 23258 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1215 STEMWOOD DRIVE A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 1215 Stemwood Drive PPIN 21747 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1409 HOLLY COURT A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare 1409 Holly Court PPIN 22378 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 709 TELLY RD A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 709 Telly Rd. (duplex) PPIN 27267 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Valente, seconded by Council Member Gouguet to close the public hearing on property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

SET A DATE FOR PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to set a date of August 5, 2014 for a public hearing on property clean-up for the following properties:

2208 Walker St.	PPIN 22995
Vacant lot corner Magnolia Lane/Boley Dr.	PPIN 23344
1313 Sycamore Rd. (Hwy 43 N)	PPIN 21522
1002 Brookdale Dr.	Parcel 6175220020504200
717 Stovall Ave.	Parcel 6172100040600700
Vacant lot 1404 Fourth Ave.	Parcel 6172100030301200

1204 Washington St.
700 Carroll St.
628 Bennett St.
200 South Haugh Ave.

Parcel 6176140010803200
Parcel 6171110040200600
Parcel 6172090040301100
Parcel 6176140030303500

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR CHIEF KEITH BROWN

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize out of state travel for Chief Keith Brown to Dallas, TX August 11-16, 2014 for the purpose of attending an "International Association of Fire Chief's" Conference and Board of Directors meeting at no cost to the City.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Valente, seconded by Council Member Gouguet to recess until Tuesday, July 15 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, July 15, 2014, at 5:00 p.m. in regular session with the following officials present: Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, and Larry Breland, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero was absent.

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

Opening prayer was given by Bro. Dale Claybough, followed by the Pledge of Allegiance led by Mayor Pro Temp Wayne Gouguet.

AT THIS TIME COUNCIL MEMBER JAN STEVENS PRESENTED RESOLUTIONS FOR THE ACCOMPLISHMENTS OF PYAA BASESBALL TEAMS. PICAYUNE BIG DAWGS 6 YEAR OLD TEAM PLACED THIRD AT THE 2014 USSSA WORLD SERIES, PICAYUNE ALLSTARS 10 YEAR OLD TEAM WERE USSSA STATE CHAMPIONS AND ALSO PLACED THIRD IN THE 2014 USSSA WORLD SERIES, AND THE PICAYUNE HEAT 12 YEAR OLD TEAM WERE USSSA STATE CHAMPIONS AND 2014 USSSA WORLD SERIES RUNNER'S UP.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated July 1, 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of June 2014.

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City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, by Date]

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Received	Deposit Date	We b
Def: 428015	6/02/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Check	0001005	30611		THREE CUPS OF COFFEE LLC DBA, PICAYUNE FLORIST	2013-2014 PRIV LICENSE	10.00	6/09/2014	
Def: 428804	6/05/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Cash	0025844	27076		1ST HERITAGE CREDIT	2013-2014 priv license	23.60	6/09/2014	
Def: 428910	6/05/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Check	0002034	30598		DANCEWEAR CONNECTION	2012-2013 PRIV LICENSE	20.00	6/09/2014	
Def: 428944	6/05/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Check	0010027	19189		PENLEY FAMILY DENTISTRY	2013-2014 PRIV LICENSE	49.40	6/09/2014	
Def: 431634	6/17/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Check	0000522	30666		BONNIE BLUE BOUTIQUE	2013-2014 PRIV LICENSE	30.00	6/30/2014	
Def: 432057	6/18/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Check		30680		FUN JUMPERS BIG TIME VAPE SIGN STOP	2013-2014 PRIV LICENSE	20.00	6/30/2014	
Def: 432225	6/19/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Cash		30691		CMC STEEL FABRICATORS, INC	2013-2014 PRIV LICENSE	20.00	6/30/2014	
Def: 432237	6/19/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Cash		30630		HAPPY HOLLY'S FIREWORKS	2013-2014 priv license	20.00	6/30/2014	
Def: 433707	6/26/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Cash		30708		DOG-N-BURGER,	2013-2014 PRIV LICENSE	20.00	6/30/2014	
Def: 433843	6/30/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Cash		30695		YAMATO STEAK HOUSE	2013-2014 PRIVILEGE LICENSE	20.00	6/30/2014	
OP: 433907	6/30/2014	GENERAL FUND -Mail -Is OPERATING	-Is	Cash		30718				30.00		
										263.00		

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING JULY 15, 2014

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of June 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS JUNE 2014				
DATE		SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
06/30/14	PICAYUNE HOUSING AUTHORITY	#6 FINGERPRINTS	06/30/14	APPROVED
06/30/14	HANCOCK CO YOUTH COURT	RECORDS CHECK X 2	06/30/14	APPROVED
06/30/14	CODY HAMRICK	INCIDENT REPORT # 2014-06-2180	06/30/14	APPROVED
06/30/14	JIM WALTER II	INCIDENT REPORT # 2014-06-2182	06/30/14	APPROVED
06/30/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 2	06/30/014	APPROVED
06/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0734	06/27/14	APPROVED
06/24/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1445	06/27/14	APPROVED
06/27/14	AMBER NICOLE SPIERS	RECORDS CHECK	06/27/14	APPROVED
06/27/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2013-06-0996	06/27/14	APPROVED
06/27/14	WILLIAM C HUTCHINSON	RECORDS CHECK	06/27/14	APPROVED
06/27/14	SMITH & OLDMIXON	ACCIDENT REPORT # 2013-05-1785	06/27/14	APPROVED
06/27/14	JAMES ANDREW MITCHELL	INCIDENT REPORT # 2014-05-2289	06/27/14	APPROVED
06/27/14	SMITH & OLDMIXON	ACCIDENT REPORT # 2014-06-0932	06/27/14	APPROVED
06/27/14	SMITH & OLDMIXON	ACCIDENT REPORT # 2014-06-0655	06/27/14	APPROVED
06/27/14	PROGRESSIVE GULF INSURANCE	INCIDENT REPORT # 2014-06-1418	06/27/14	APPROVED
06/27/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-2469	06/27/14	APPROVED
06/27/14	PATRICK TASSELIN	INCIDENT REPORT # 2014-06-0969	06/27/14	APPROVED
06/27/14	JOELLEN KRANKEY	RECORDS CHECK	06/27/14	APPROVED
06/27/14	SOUTHERN LEGAL CLINICS	ACCIDENT REPORT # 2014-06-1418	06/27/14	APPROVED
06/26/14	JENNIFER SPIERS	RECORDS CHECK	06/26/14	APPROVED
06/26/14	THOMAS AULTMAN	OUT OF COUNTRY RECORDS CHECK	06/26/14	APPROVED
06/26/14	THOMAS MCFADDEN	ACCIDENT REPORT # 2014-06-1428	06/26/14	APPROVED
06/26/14	JUAN RILEY	ACCIDENT REPORT # 2014-06-0655	06/26/14	APPROVED
06/24/14	MEGAN BUTCHER	ACCIDENT REPORT # 2014-06-1860	06/24/14	APPROVED
06/24/14	FLORA WALKER	ACCIDENT REPORT # 2014-06-1682	06/24/14	APPROVED
06/23/14	ANITA BROWN	RECORDS CHECK	06/23/14	APPROVED
06/20/14	NICOLE ROCHELLE THOMPSON	RECORDS CHECK	06/20/14	APPROVED
06/20/14	EVA MARIE BRUNNEY WHITE	RECORDS CHECK	06/20/14	APPROVED
06/20/14	JOHN & RACHELLE ALT	RECORDS CHECK	06/20/14	APPROVED
06/18/14	MARGUERITE WHITE	ACCIDENT REPORT # 2014-05-1178	06/18/14	APPROVED
06/18/14	KEITH BILBO	ACCIDENT REPORT # 2014-05-1897	06/18/14	APPROVED
06/17/14	LACI CRAFT	VEHICLE BURGLARLY REPORT # 2014-06-1342	06/17/14	APPROVED
06/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0932	06/17/14	APPROVED
06/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0780	06/17/14	APPROVED
06/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0814	06/17/14	APPROVED
06/17/14	POWELL TRANSPORTATION CO INC	ACCIDENT REPORT #2014-06-0923	06/17/14	APPROVED
06/17/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	06/17/14	APPROVED
06/17/14	JACKSON FBI	RECORDS CHECK	06/17/14	APPROVED
06/16/14	LORETTA ACHESON	ACCIDENT REPORT # 2014-06-1107	06/16/14	APPROVED
06/16/14	AT & T	ACCIDENT REPORT # 2014-02-0836	06/16/14	APPROVED
06/12/14	SLIDELL ARMY RECRUITING CTR	RECORDS CHECK	06/12/14	APPROVED
06/11/14	MDOC	ACCIDENT REPORT # 2008-11-1700	06/11/14	APPROVED
06/11/14	MSDOH	RECORDS CHECK	06/11/14	APPROVED
06/11/14	FBI NICS	RECORDS CHECK	06/11/14	APPROVED
06/13/14	MS FBI	RECORDS CHECK	06/13/14	APPROVED

REGULAR MEETING JULY 15, 2014

06/13/14	DEPT OF PUBLIC SAFETY	RECORDS CHECK	06/13/14	APPROVED
06/12/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-05-0656	06/12/14	APPROVED
06/12/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-1463	06/12/14	APPROVED
06/12/14	VEDA LATHER	RECORDS CHECK	06/12/14	APPROVED
06/11/14	WMS WMS & MONTGOMERY	ACCIDENT REPORT # 2014-05-0775	06/11/14	APPROVED
06/11/14	MDOC	POLICE REPORT COLBY HILL	06/11/14	APPROVED
06/11/14	SENTRY INSURANCE	ACCIDENT REPORT # 2014-05-1741	06/11/14	APPROVED
06/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0167	06/11/14	APPROVED
06/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0412	06/14/14	APPROVED
06/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-2331	06/11/14	APPROVED
06/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-2532	06/11/14	APPROVED
06/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0228	06/11/14	APPROVED
06/11/14	CAROL SPICER	ACCIDENT REPORT # 2014-06-0314	06/11/14	APPROVED
06/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0314	06/11/14	APPROVED
06/11/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	06/11/14	APPROVED
06/10/14	US MARINE CORPS RECRUITING	REQUEST LEFT BLANK		
06/09/14	MDOHS	REQUEST LEFT BLANK		
06/09/14	WILSERV	ACCIDENT REPORT # 2014-05-0034	06/09/14	APPROVED
06/09/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-05-2340	06/09/14	APPROVED
06/09/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-03-0138	06/09/14	APPROVED
06/09/14	GJTBS	ACCIDENT REPORT # 2012-02-1063	06/09/14	APPROVED
06/02/14	KEMMELA PETIFFILS	COPY OF REPORT # 2008-08-0832 & 2011-04-1873	06/02/14	APPROVED
06/05/14	CHELSEA OLIVE	ACCIDENT REPORT # 2014-06-0152	06/05/14	APPROVED
06/05/14	HERSELL PULLENS	ACCIDENT REPORT # 2014-05-0928	06/05/14	APPROVED
06/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0794	06/05/14	APPROVED
06/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1671	06/05/14	APPROVED
06/05/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-2347	06/05/14	APPROVED
06/05/14	JAMES ESTAIN	ACCIDENT REPORT # 2014-05-1886	06/05/14	APPROVED
06/05/14	PEARL RIVER COUNTY UTILILITY AUTHORITY	ACCIDENT REPORT # 2014-05-1283	06/05/14	APPROVED
06/04/14	LA GAMING ENFORCEMENT	RECORDS CHECK	06/04/14	APPROVED
06/04/14	SGT KEITH SCHENCK	INCIDENT REPORT # 14-05-2231	06/04/14	APPROVED
06/03/14	NEW ORLEANS POLICE DEPARTMENT	RECORDS CHECK ON TRAVIS PAUL TRAHAN	06/03/14	APPROVED
06/02/14	HANCOCK CO YOUTH COURT	RECORDS CHECK	06/02/14	APPROVED
06/02/14	ROBERT MORGAN	ACCIDENT REPORT # 2014-05-1806	06/02/14	APPROVED
06/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-2175	06/02/14	APPROVED
06/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1886	06/02/14	APPROVED
06/02/14	ALBERT HATHORNE JR	ACCIDENT REPORT # 2014-06-1671	06/02/14	APPROVED
06/02/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	06/02/14	APPROVED

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to accept the approved Planning Commission Minutes dated May 13, 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to accept Planning Commission Minutes dated July 8, 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO BUY BACK CEMETERY PLOT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to buy back cemetery plot from Dorothy Facundus who no longer wants her plot described as Plot 3, Lot 2, Block U U in New Palestine Cemetery, in the amount of \$450.00.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SALE OF PROPERTY TO HERITAGE PLASTICS

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the sale of property to Heritage Plastics and authorize Mayor and City Clerk to sign all necessary documents.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

THIS AGREEMENT made and entered into, upon this, the ____ day of _____,
A.D. 2014, by and between the **CITY OF PICAYUNE, A MISSISSIPPI MUNICIPALITY**,
(Seller) and **HERITAGE PLASTICS, INC., A MISSISSIPPI CORPORATION**,
(Buyer/Purchaser).

Witnesseth:

For and in consideration of the mutual covenants hereinafter recited and the
further consideration of the sum of ONE HUNDRED SIXTY THOUSAND EIGHT
HUNDRED AND NO/100 Dollars (\$160,800.00), cash in hand paid, from Buyer, the
receipt and sufficiency of all of which is hereby acknowledged and confessed, Seller
hereby contracts and agrees to sell, and Buyer does hereby contracts and agrees to
purchase the hereinafter described real property subject to the following terms,
conditions and provisions, to-wit:

1. **Legal description of property:** A tract of real property located in the Industrial
Park of the City of Picayune, Pearl River County, Mississippi, comprised of 8.04
acres, more or less, as more specifically described pursuant to Exhibit "1"
attached hereto and incorporated herein by reference.
2. **Purchase price:** The purchase price shall be the aggregate total sum of ONE
HUNDRED SIXTY THOUSAND EIGHT HUNDRED AND NO/100 Dollars
(\$160,800.00) payable to the Seller at closing.

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- 3. Title and closing:** Seller shall deliver unto Purchaser a merchantable title to the hereinbefore described property. Should title to the hereinbefore property not be merchantable, then in that event, Seller shall take such steps within a reasonable time to cure any and all defects which render said title unmerchantable. It is understood and agreed that title to the subject property will be passed within thirty (30) days from the date of this contract. Should this contract expire before closing takes place, then, in that event, this Contract shall be cancelled forthwith, unless the Parties mutually agree to extend the term of this Contract in writing signed by both Parties upon terms agreeable to the Parties.
- 4. Closing costs:** Buyer shall be responsible for all closing costs including but not limited to attorney's fees, title insurance, the payment of any discount points to a lender, title insurance premiums, etc. Seller will be responsible for the payment of a Warranty Deed. The Parties shall be equally responsible for the Survey, and Appraisal(s).
- 5. Seller's Representations:** Seller represents and warrants to Purchaser that public water, and natural gas are available to service the Property at no less than one of the boundary lines of the Property for use by Purchaser.
- 6. Taxes:** State, County and/or City taxes for the year 2014, if any, will be prorated between the Parties at closing. All subsequent State, County, City and/or School District ad valorem taxes and assessments for all subsequent years shall be the responsibility of the Buyer.
- 7. Possession and Occupancy:** It is agreed between the Parties that the subject property will be delivered unto the Buyer at closing. Purchaser's operational

plans and specifications will be approved prior to Closing.

8. Special Provisions: The purchase/sale of the property is subject to the following conditions:

- A. It is agreed between the Parties hereto that no real estate broker or agent is in any way involved in the transaction covered by this Contract.
- B. It is agreed between the Parties that the subject property is to be purchased "As Is" and "Where Is", and that Seller makes no warranties relative to the subject real property, except for those warranties of title contained in the Warranty Deed executed by Seller to Buyer.
- C. Buyer acknowledges and recognizes that the hereinbefore described real property is located in an industrial development zone which is subject to certain restrictions, covenants and conditions which govern the use, occupancy and construction of any improvements located on the subject real property. These restrictions, covenants and conditions are attached hereto and incorporated herein as Exhibit "2", and shall bind the subject the real property being sold to the Buyer.
- D. Buyer also acknowledges and recognizes that the hereinbefore described real property is located in an industrial development zone which is subject to the laws of the State of Mississippi, Agricultural and Industrial Statutes, Sections 57-3-1 et. seq., Mississippi Code of 1972 as Amended.
- E. Seller shall have ninety (90) days from the date of the execution of this Agreement to remove any equipment or personal property from the subject land to be sold to the Purchaser/Buyer.

9. **Notices:** All written notice to the Parties hereunder shall be mailed to Parties at the following addresses:

Seller's address: City of Picayune
C/O City Manager's Office
203 Goodyear Blvd.
Picayune, MS 39466
Phone Number : (601) 798-9770

Buyer's address: Heritage Plastics, Inc.
c/o Michael J. Dvornak
1002 Hunt Street
Picayune, MS 39466
Phone Number: (601) 798-8663

Agreed to, this the _____ day of _____, A.D., 2014.

Seller: CITY OF PICAYUNE, A
MISSISSIPPI MUNICIPALITY

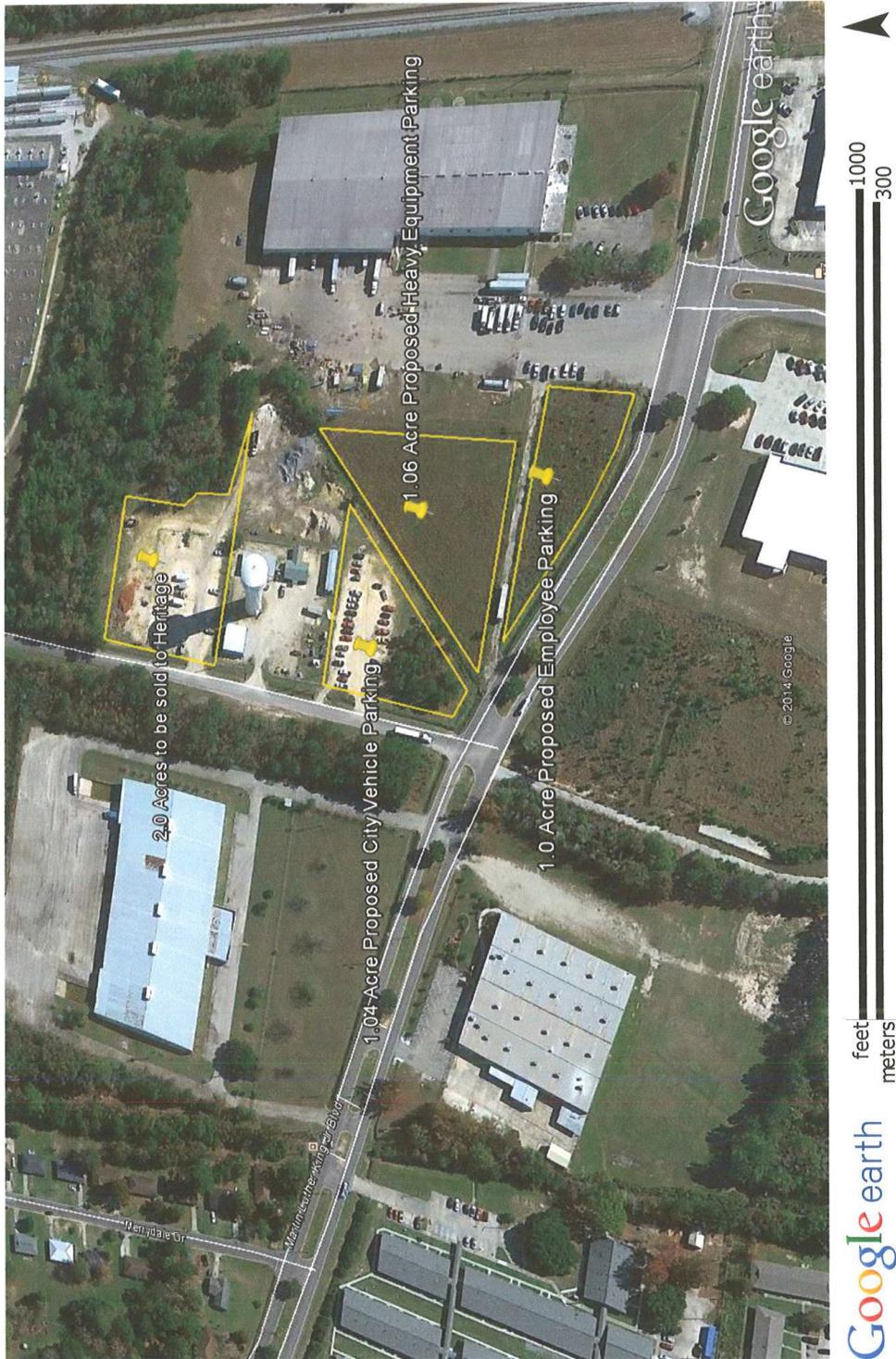
BY: _____
ED PINERO, MAYOR

BY: _____
AMBER HINTON, CITY CLERK

Buyer: HERITAGE PLASTICS, INC., A
MISSISSIPPI CORPORATION

BY: _____
PRESIDENT

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)



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The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**MOTION TO APPLY FOR MISSISSIPPI DEVELOPMENT AUTHORITY
INFRASTRUCTURE PROGRAM GRANT**

Motion was made by Council Member Breland, seconded by Council Member Stevens to apply for Mississippi Development Authority Infrastructure Program Grant and authorize Mayor to sign all related documents.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE HOME OCCUPATION LICENSE AT 1305 AUSBORN RD

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept Planning Commission recommendation to approve Home Occupation License at 1305 Ausborn Road to operate a daycare subject to City obtaining a copy of license from the State to operate.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER TAMMY VALENTE EXITED THE MEETING

MOTION TO APPROVE VARIANCE FOR PARKING AT 1403 SOUTH HAUGH AVE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to accept Planning Commission recommendation to approve request to allow a variance for one year extension for use of gravel parking lot for the Resurrection Life Ministries Worship Center at 1403 South Haugh Avenue.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Valente

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER TAMMY VALENTE RETURNED TO MEETING

MOTION TO DENY REQUEST FOR CONDITIONAL USE AT 306 STEVENS STREET

Motion was made by Council Member Breland, seconded by Council Member Valente accept Planning Commission recommendation to deny request from Rochelle Holiday for a Conditional Use and a Parking Variance for "The Scare House" that was to be located at 306 Stevens Street which is zoned C-2.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE CHANGE ORDER #1-FEMA PROJECT NO. DR-1604-MS-0332

Motion was made by Council Member Breland, seconded by Council Member Tammy Valente to approve Change Order #1-FEMA Project No. DR-1604-MS-0332.

<u>CONTRACT CHANGE ORDER</u>			
OWNER: <u>City of Picayune</u>			
CONTRACTOR: <u>Gulf Coast Custom Homes, LLC.</u>			
CHANGE ORDER NUMBER: <u>1</u>			
PROJECT NAME: <u>FEMA Project No. DR-1604-MS-0332</u>			
REASON FOR CHANGE: <u>Adjustment of existing sewer main in conflict with the bottom of the concrete channel.</u>			
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)			
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
CCO1-1	Sewer Main Adjustment (Lump Sum)	\$ 2,500.00	\$ 2,500.00
TOTAL CONTRACT CHANGE			
ORIGINAL CONTRACT AMOUNT:		\$	\$ 307,270.61
CURRENT CONTRACT AMOUNT:		\$	\$ 307,270.61
THIS CONTRACT CHANGE:		\$	\$ 2,500.00
REVISED CONTRACT AMOUNT:		\$	\$ 309,770.61
CURRENT CONTRACT COMPLETION DATE:			October 3, 2014
TIME EXTENSION REQUIRED BY CHANGE:			0 Days
REVISED CONTRACT COMPLETION DATE:			October 3, 2014
<small>THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.</small>			

RECOMMENDED BY: _____ ENGINEER _____ DATE _____

ACCEPTED BY: _____ CONTRACTOR _____ DATE _____

REVIEWED BY: _____ ADMINISTRATOR _____ DATE _____

APPROVED BY: _____ OWNER _____ DATE _____

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE CHANGE ORDER #2 FOR THE SYSTEM WIDE CAST IRON GAS MAIN REPLACEMENT PROJECT

REGULAR MEETING JULY 15, 2014

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve Change Order #2 for the System Wide Cast Iron Gas Main Replacement Project.

Contract Change Order

OWNER: City of Prichard
 CONTRACTOR: T.L. Wallace Construction, Inc.
 DATE: July 7, 2014
 CHANGE ORDER #: 2
 PROJECT NAME: System-Wide Cast Iron Gas Main Replacement Project

REASON FOR CHANGE: Add Pay Item 02570-W as indicated below to be installed the gas mains at various locations to protect the tracer wire from deteriorating over time.

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

Item No.	Description of Change	Unit	Original Quantity	Adjusted Quantity	Unit Cost:	Total Contract Cost
02570-W	1 Pound Anode	LS	0	25	\$ 136.80	\$ 3,420.00
This Contract Change:						\$ 3,420.00
Original Contract Amount:						\$ 1,717,240.00
Current Contract Amount:						\$ 1,725,408.36
Revised Contract Amount:						\$ 1,728,828.36
Current Completion Date:						12/26/2014
Time Extension Required By Change:						0
Revised Contract Completion Date:						12/26/2014

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

Recommend By: _____
 Engineer Date

Accepted By: _____
 Contractor Date

Approved By: _____
 Owner Date

Approved By: _____
 Funding Agency Date

QA1700C052\Documents\Contract Documents\Change Order\CCO2-System Wide Cast Iron Gas Main Replacement.xlsx

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**MOTION TO APPROVE THE DESIGN AND CONSTRUCTION PHASE
ENGINEERING CONTRACT FOR THE GOODYEAR BLVD-GREENSPACE-2014
LPRVF GRANT PROJECT**

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the Design and Construction Phase Engineering Contract for the Goodyear Blvd-Greenspace-2014 LPRVF Grant Project and authorize Mayor's signature on related documents.



July 9, 2014

Mayor Ed Pinero, Jr.
City of Picayune
815 North Beech Street
Picayune, Mississippi 39466

RE: City of Picayune
Goodyear Boulevard Greenspace – 2014 LPRVF Grant
Engineering Services

Dear Mayor Pinero:

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

I. Design and Bidding Phase

Dungan Engineering, P.A. will provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for the "Goodyear Boulevard Greenspace – 2014 LPRVF Project." The intent of this project is to install a wrought iron fence and a pavestone entrance off Goodyear Boulevard. We will prepare all bidding documents for the parking project and make recommendations to the City Council on how to proceed once the bids are received.

II. Construction Phase

Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

SERVICE. STRENGTH. SOLUTIONS.

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



III. Professional Fees

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

- Design and Bidding Phase – \$8,000.00
- Construction Phase - \$6,000.00

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'BW', is written over a horizontal line.

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

Accepted By _____
City of Picayune

Enclosures

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

REGULAR MEETING JULY 15, 2014

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

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

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, or information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

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

REGULAR MEETING JULY 15, 2014

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

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

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

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

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

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**MOTION TO APPROVE REQUEST TO ADVERTISE FOR GOODYEAR
BOULEVARD-GREENSPACE-2014 LPRVF GRANT PROJECT**

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve request to advertise for Goodyear Boulevard-Greenspace-2014 LPRVF Grant Project.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE THE DESIGN PHASE ENGINEERING CONTRACT FOR PUBLIC WORKS FACILITY MODIFICATION-WITTHAUER LOCATION

Motion was made by Council Member Breland, seconded by Council Member Stevens to approve the Design Phase Engineering Contract for Public Works Facility Modification-Witthauer Location-contingent upon sale of property to Heritage Plastics.



July 10, 2014

Mayor Ed Pinero, Jr.
City of Picayune
815 North Beech Street
Picayune, Mississippi 39466

RE: City of Picayune
Public Works Facility Modification – Whitthauer Location
Engineering Services

Dear Mayor Pinero:

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

I. Design and Bidding Phase

Dungan Engineering, P.A. will provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for the "Public Works Facility Modification – Whitthauer Location." The intent of this project is to place limestone and install a chain link fence around two dedicated areas. We will prepare all bidding documents for the project and make recommendations to the City Council on how to proceed once the bids are received.

II. Professional Fees

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

- Design and Bidding Phase – \$7,200.00

SERVICE. STRENGTH. SOLUTIONS.

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



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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'BW', is written over the typed name.

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

Accepted By _____
City of Picayune

Enclosures

SERVICE. STRENGTH. SOLUTIONS.

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

REGULAR MEETING JULY 15, 2014

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

REGULAR MEETING JULY 15, 2014

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

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

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

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

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

REGULAR MEETING JULY 15, 2014

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15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
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REGULAR MEETING JULY 15, 2014

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

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

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

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

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

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**MOTION TO ADVERTISE FOR PUBLIC WORKS FACILITY MODIFICATION-
WITTHAUER LOCATION**

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve request to advertise for Public Works Facility Modification-Witthauer Location-contingent upon sale of property to Heritage Plastics.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE TO SURPLUS FOR AUCTION PROPERTY DESCRIBED AS 2001 FORD CROWN VICTORIA

Motion was made by Council Member Breland, seconded by Council Member Valente to approve surplus for auction property described as 2001 Ford Crown Victoria VIN # 2FAFP71W91X1180198 with proceeds to go to Special Police Drug Fund.

CITY OF PICAYUNE

**POLICE DEPARTMENT
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2FAFP71W91X180198

DESCRIPTION: 2001 FORD CROWN VICTORIA

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS NO LONGER COST EFFICIENT TO OPERATE DUE TO MAINTENANCE COSTS. IT WOULD BE BETTER UTILIZED BY SENDING TO AUCTION WITH THE PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND

REQUEST:

APPROVED DISAPPROVED

Major Ricky Frierson
SIGNATURE OF BUREAU COMMANDER

7/7/14
DATE OF REQUEST

APPROVED DISAPPROVED

[Signature]
SIGNATURE OF DEPARTMENT CHIEF

07-07-14
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

7-7-14
DATE OF SIGNATURE

68

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ALLOW RETIRING MAJOR RICKY FRIERSON TO PURCHASE HIS SERVICE WEAPON

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to allow retiring Major Ricky Frierson to purchase his assigned duty weapon Glock Model 27, Serial # WUM699, for \$1.00 in accordance with MS State Statute 45-9-131.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Stevens, seconded by Council Member Valente to adjourn.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, August 5, 2014, at 5:00 p.m. in regular session with the following officials present: Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero absent.

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

Opening prayer was given by Brother Dale Claybough, followed by the Pledge of Allegiance led by Mayor Pro Temp Wayne Gouguet.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the Minutes for the City of Picayune dated July 15, 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Valente to acknowledge receipt of monthly budget report for the month of July 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO BUY BACK CEMETERY PLOTS

Motion was made by Council Member Stevens, seconded by Council Member Valente to buy back cemetery plots from Paul S. Tippet who is moving out of town and no longer needs them. Plots described as Lot 56A, plots 3 & 4, block X in the New Palestine 3rd Addn.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF CERTIFICATE OF ATTENDANCE FOR COURT CLERK SEMINAR

Motion was made by Council Member Stevens, seconded by Council Member Valente to acknowledge receipt of Certificate of Attendance for Lisa Albritton having attended the Mississippi Municipal Court Clerk's Association Summer Seminar.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER JAN STEVENS RECUSED HERSELF

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the docket for August 5, 2014 in the amount of \$ 773,969.90

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jane Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER JAN STEVENS RE-ENTERED THE MEETING

APPROVE MEMORANDUM OF UNDERSTANDING WITH MDOT FOR THE GREENSPACE PARK PROJECT ON GOODYEAR BLVD (PROJECT # STP-9603-00(003)LPA/106907-701000

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve Memorandum of Understanding by and between the City of Picayune and MDOT, for the Greenspace Park Project on Goodyear Blvd. and authorize Mayor and City Clerk to sign the same.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE MEMORANDUM OF UNDERSTANDING/PARTNERSHIP AGREEMENT WITH PEARL RIVER VALLEY OPPORTUNITY, INC

Motion was made by Council Member Valente, seconded by Council Member Stevens to table the Memorandum of Understanding/Partnership Agreement by and between Pearl River Valley Opportunity, Inc. and City of Picayune.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Stevens, seconded by Council Member Valente to open Public Hearing on property clean up.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DELCARE 2208 WALKER ST. A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare 2208 Walker St. PPIN 22995 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE VACANT LOT CORNER MAGNOLIA LANE/BOLEY DR. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare vacant lot corner Magnolia Lane/Boley DR. PPIN 23344 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 717 STOVALL AVE. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 717 Stovall Ave. parcel 6172100040600700 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1404 FOURTH AVE. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 1404 Fourth Ave. parcel 6172100030301200 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1204 WASHINGTON ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 1204 Washington St. parcel 6176140010803200 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DELCARE 700 CARROLL ST. A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare 700 Carroll St. parcel 6171110040200600 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 628 BENNETT ST. A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare 628 Bennett St. parcel 6172090040301100 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 200 SOUTH HAUGH AVE. A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 200 South Haugh Ave. parcel 6176140030303500 a public nuisance.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Valente, seconded by Council Member Stevens to close the public hearing on property clean up.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION FROM FIRST NATIONAL BANK

Motion was made by Council Member Breland, seconded by Council Member Valente to accept donation from First National Bank in the amount of \$12,000.00 for installation of custom lighting by MS Power Company on East Canal St., East Second St. and N Curran Ave.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AWARD LOWEST AND BEST BID FOR THE AIRPORT IMPROVEMENTS PROJECT

Motion was made by Council Member Breland, seconded by Council Member Valente to accept recommendation to award the lowest and best bid to Huey Stockstill, Inc., for the Airport Improvements Project FY 2014 (Project # 3-28-0060-017-2014).

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR MEMORIAL BLVD OVERLAY/HWY 43 N LIGHTING ENHANCEMENT PROJECT

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the Construction Engineering and Inspection Contract for Memorial Blvd. Overland/Hwy 43 N. Lighting Enhancement Project.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PRELIMINARY ENGINEERING CONTRACT FOR GREENSPACE PARK

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the Preliminary Engineering Contract for Greenspace Park.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T-HANGAR LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND JASON J BLISS

Motion was made by Council Member Valente, seconded by Council Member Stevens to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Jason J. Bliss.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Valente to recess until Tuesday, August 19, 2014 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

REGULAR MEETING AUGUST 5, 2014

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, August 19, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, and Larry Breland, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

AT THIS TIME MAYOR PINERO OPENED THE FY2015 BUDGET HEARING TO THE PUBLIC FOR COMMENT. COPIES OF THE PROPOSED BUDGET WERE MADE AVAILABLE TO THE PUBLIC.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated August 5, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly Privilege License report for the month of July 2014.

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City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We b
Dep 433987	7/01/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001007	30719		ADORABLE MOMENTS 4.D. LLC	2013-2014 PRIV LICENSE		20.00	7/16/2014	
Dep 433991	7/01/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001083	30720		NEXTLINE COMMUNICATIONS, C & S AUTO REPAIR	PRIV LICENSE 2013-2014 PRIV LICENSE		25.00	7/16/2014	
Dep 436462	7/10/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30742		CHILDRENS INTERNATIONAL LLC	2013-2014 PRIV LICENSE		20.00	7/16/2014	
Dep 436657	7/11/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30744		SAYLOUS FUNERAL HOME	2013-2014 priv license		20.00	7/16/2014	
Dep 437540	7/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0014343	03541		ARX DISASTER MANAGEMENT INC	PRIV LICENSE 2013-2014 PRIV LICENSE		23.80	7/16/2014	
Dep 438981	7/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005536	30785		CHICK N STICK SOUL FOOD	2014		5.00	8/01/2014	
Dep 439727	7/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001003	30796		WESTSTAR MORTGAGE CORP.	2013-2014 PRIV LICENSE		5.00	8/01/2014	
Dep 439804	7/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0075271	30794					5.00	8/01/2014	
											123.80		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING AUGUST 19, 2014

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to acknowledge receipt of monthly Public Records Request report for the month of July 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS JULY 2014				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
07/01/14	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS FOR THE MONTH OF JULY	07/01/14	APPROVED
07/31/14	PRC YOUTH COURT	INCIDENT REPORT # 2014-07-2183	07/31/14	APPROVED
07/31/14	USDC SOUTHERN DISTRICT	BACKGROUND CHECK X 4	07/31/14	APPROVED
07/30/14	GREGORY & JUDITH WYATT	# 2 RECORD'S CHECK	07/30/14	APPROVED
07/30/14	ANGELA WILSON	RECORD'S CHECK	07/30/14	APPROVED
07/30/14	MATTIE GORMAN	RECORD'S CHECK	07/30/14	APPROVED
07/29/14	CASA FOR CHILDREN	RECORD'S CHECK	07/29/14	APPROVED
07/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1333	07/29/14	APPROVED
07/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1336	07/29/14	APPROVED
07/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0359	07/29/14	APPROVED
07/29/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/29/14	APPROVED
07/29/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-06-0056	07/29/14	APPROVED
07/29/14	LUKE BREELAND	ACCIDENT REPORT # 2014-07-1546	07/29/14	APPROVED
07/28/14	REBECCA HOBGOOD	RECORD'S CHECK	07/28/14	APPROVED
07/28/14	DUSTIN SIMMONS	RECORD'S CHECK	07/28/14	APPROVED
07/28/14	KYE GLOVER	ACCIDENT REPORT # 2014-07-1546	07/28/14	APPROVED
07/25/14	STRIPE A LOT OF AMERICA	INCIDENT REPORT # 2014-07-0055	07/25/14	APPROVED
07/25/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/25/14	APPROVED
07/24/14	SENTRY INSURANCE	ACCIDENT REPORT # 2014-07-0908	07/24/14	APPROVED
07/24/14	BITUMINOUS INSURANCE COMPANY	ACCIDENT REPORT # 2014-05-1283	07/24/14	APPROVED
07/24/14	FARM BUREAU	ACCIDENT REPORT # 2014-07-0652	07/24/14	APPROVED
07/24/14	CHRISTOPHER RUSSELL	RECORD'S CHECK	07/24/14	APPROVED
07/24/14	MARQUIDDA NIXON	RECORD'S CHECK	07/24/14	APPROVED
07/23/14	WILLIAM BRADLEY FRAZIER	RECORD'S CHECK	07/23/14	APPROVED
07/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1032	07/22/14	APPROVED
07/23/14	MICHAEL & GLORIA EMELIO	RECORD'S CHECK	07/23/14	APPROVED
07/23/14	KATRINA FRAZIER	RECORD'S CHECK	07/23/14	APPROVED
07/23/14	RUBY CRONEY	INCIDENT REPORT # 2013-04-0751	07/23/14	APPROVED
07/23/14	DEDRA KITCHENS	RECORD'S CHECK	07/23/14	APPROVED
07/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1176	07/22/14	APPROVED
07/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2217	07/22/14	APPROVED
07/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1117	07/22/14	APPROVED
07/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0670	07/22/14	APPROVED
07/22/14	RICARDO RAMOS JR.	ACCIDENT REPORT # 2014-07-0359	07/22/14	APPROVED
07/22/14	SHELBY YOUNG	RECORD'S CHECK	07/22/14	APPROVED
07/21/14	DEVIN CREDEUR	RECORD'S CHECK	07/21/14	APPROVED
07/21/14	JENNIFER DEVER	ACCIDENT REPORT # 2014-07-1176	07/21/14	APPROVED
07/18/14	LA STATE BUREAU OF INVESTIGATIONS	RECORD'S CHECK	07/18/14	APPROVED
07/18/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 3	07/18/14	APPROVED
07/18/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-05-1223	07/18/14	APPROVED
07/18/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-07-0184	07/18/14	APPROVED
07/17/14	GINA MITCHELL	ACCIDENT REPORT # 2014-04-2323	07/17/14	APPROVED
07/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-0775	07/17/14	APPROVED
07/17/14	LEXIS NEXIS	INCIDENT REPORT # 2014-06-2217	07/17/14	APPROVED
07/17/14	JOSEPH JOHNSON	ACCIDENT REPORT # 2014-07-0732	07/17/14	APPROVED
07/17/14	LEXIS NEXIS	INCIDENT REPORT # 2014-07-0055	07/17/14	APPROVED
07/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0581	07/17/14	APPROVED
07/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1283	07/17/14	APPROVED
07/17/14	UNITED STATES DISTRICT	RECORD'S CHECK	07/17/14	APPROVED

REGULAR MEETING AUGUST 19, 2014

	COURT			
07/17/14	FARM BUREAU	ACCIDENT REPORT # 2014-06-0734	07/17/14	APPROVED
07/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0730	07/16/14	APPROVED
07/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0315	07/16/14	APPROVED
07/16/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK	07/16/14	APPROVED
07/16/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/16/14	APPROVED
07/15/14	FBI NICS	RECORD'S CHECK	07/15/14	APPROVED
07/14/14	CODY DILLARD	ACCIDENT REPORT # 2014-07-0555	07/14/14	APPROVED
07/14/14	GINA MARTINEZ	RECORD'S CHECK	07/14/14	APPROVED
07/11/14	CHARLENE WILLIAMS	ACCIDENT REPORT # 2014-07-0275	07/11/14	APPROVED
07/11/14	FBI NICS	RECORD CHECK	07/11/14	APPROVED
07/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0292	07/11/14	APPROVED
07/11/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2291	07/11/14	APPROVED
07/11/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/11/14	APPROVED
07/03/14	LEXIS NIEXIS	ACCIDENT REPORT # 2014-06-2375	07/03/14	APPROVED
07/03/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2355	07/03/14	APPROVED
07/10/11	JHANNE STASNEY	ACCIDENT REPORT # 2014-07-0184	07/10/11	APPROVED
07/11/14	KAYLA POUNDS	RECORD'S CHECK	07/10/11	APPROVED
07/10/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1860	07/10/14	APPROVED
04/09/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2154	04/09/14	APPROVED
07/10/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK X 2	07/10/14	APPROVED
07/10/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/10/14	APPROVED
07/09/14	LEXIX NEXIS	ACCIDENT REPORT # 2014-07-0184	07/09/14	APPROVED
07/09/14	BRADLEY DUCOTE	ACCIDENT REPORT # 2014-07-0473	07/09/14	APPROVED
07/09/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/09/14	APPROVED
07/09/14	PATRICK ALLEN DEPORT	RECORD'S CHECK	07/09/14	APPROVED
07/080/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2293	07/08/14	APPROVED
07/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2293	07/08/14	APPROVED
07/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2547	07/08/14	APPROVED
07/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2448	07/08/14	APPROVED
07/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2448	07/08/14	APPROVED
07/08/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-06-1752	07/08/14	APPROVED
07/08/14	FLORENCE MANGUNO	ACCIDENT REPORT # 2014-07-0476	07/08/14	APPROVED
07/08/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-05-0395	07/08/14	APPROVED
07/08/14	JUAN VELASQUEZ	INCIDENT REPORT # 2014-06-2447	07/08/14	APPROVED
07/08/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/08/14	APPROVED
07/08/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	07/08/14	APPROVED
07/08/14	ANDREA BARTLEY	INCIDENT REPORT # 2014-06-2543	07/08/14	APPROVED
07/03/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK X 2	07/03/14	APPROVED
07/02/14	FARM BUREAU	ACCIDENT REPORT # 2014-06-2355	07/02/14	APPROVED
07/01/14	TRICIA BRUCE	ACCIDENT REPORT # 2014-06-2375	07/01/14	APPROVED
07/01/14	KIRA MCCORMICK	INCIDENT REPORT # 2014-06-1694	07/01/14	APPROVED
07/001/14	JOHN B PERRY	INCIDENT REPORT # 2014-06-0552	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-0734	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1428	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1209	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1135	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1178	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2094	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1696	07/01/14	APPROVED
06/27/14	PATRICK TASSELIN	INCIDENT REPORT # 2014-06-0969	06/27/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2004	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-05-1897	07/01/14	APPROVED
07/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1682	07/01/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept the approved Planning Commission Minutes dated July 8, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept Planning Commission Minutes dated August 12, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE MEMORANDUM OF UNDERSTANDING/PARTNERSHIP AGREEMENT WITH PEARL RIVER VALLEY OPPORTUNITY, INC

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve Memorandum of Understanding/Partnership Agreement by and between Pearl River Valley Opportunity, Inc. and City of Picayune and authorize Mayor to sign said agreement.



Pearl River Valley Opportunity, Inc.

Post Office Box 188 / 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Voice: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org

Helmon Johnson
Executive Director

John E. Hales
Head Start Director

**Memorandum of Understanding /Agreement with Energy Vendors
LIHEAP FY 2015**

Pearl River Valley Opportunity, Inc. (PRVO) is dedicated to providing efficient and timely payments to energy vendors on behalf of our clients, and we appreciated the coordination efforts and informal agreements shared between PRVO and all of its energy vendors. We propose to enter into to a memorandum of understanding with Picayune Utility Department to provide the following.

1. PRVO will provide direct cash assistance if funds are available, consumer education, and energy counseling to low-income households to offset the high cost of energy.
2. PRVO will enter client services into Virtual ROMA. Information will include amount of financial energy assistance provided for each client and account numbers.
3. PRVO will submit payments to energy vendors within 30 days.

As part of this agreement, Picayune Utility Department agrees to the following:

1. Utilize Virtual ROMA to determine the client names and amount of financial assistance allocated to clients.
2. Note and/or credit clients' accounts with the amount of cash assistance pledged by PRVO in order to prevent interruption in energy services
3. ~~Waive reconnecting fee if service is disconnected~~ **THE CITY DOES NOT WAIVE DISCONNECTION FEES**

This agreement between the two parties is entered into on July 2014.

Helmon Johnson, Executive Director

PRVO Authorized Official

Signature: *Helmon Johnson* Date: 6-27-14

Printed Name and Title of Vendor Authorized Official

Edward Pineda
Signature _____ Date _____

Address _____ City, State, and Zip Code _____

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.

Mississippi Department of Human Services
 Division of Community Services (DCS)

Vendor Agreement

The Low-Income Home Energy Assistance Program(LIHEAP) provides assistance to eligible low-income households to pay home energy cost and other related services. Payments for assistance will be made by:

Pearl River Valley Opportunity Incorporated

LIHEAP Agency

on behalf of eligible households to the vendor who provides the normal source of heating, cooling, or services named by the applicant. Checks will be issued to the vendor with a list of eligible households attached to it.

This vendor agreement is by and between:

LIHEAP Agency: Pearl River Valley Opportunity Incorporated	Address: 756 Highway 98/P.O. Box 188 Columbia, MS 39429
LIHEAP Vendor Legal Name: Picayune Utility Department	Address: 203 Goodyear Boulevard, Picayune, MS 39466

- The account number is assigned to each household eligible for energy assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of home energy services and the amount of payment made through the program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount will be credited to individual eligible household indicated on the listing that accompanies the check;
- To not refuse service or otherwise discriminate in the marketing and provision of service to any applicant because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income or energy-efficiency services;
- To not interrupt services if a pledge was sent to Vendor and the agency is meeting the obligations under this agreement; and
- That it will cooperate with DCS by providing requested information to DCS regarding annual utility usage and cost for LIHEAP clients, if applicable.
- To provide at no cost to the LIHEAP Agency, client, or DCS, written information on an applicant household's home energy costs, bill payment history or arrearage history.

The energy vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY to home energy accounts** of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill.
- Payments must **not** be applied to business accounts.
- Payment must be applied only for home energy services. The following payments are prohibited: water, sewer, garbage collections, fraudulent services, meter tampering and returned check fees.

REGULAR MEETING AUGUST 19, 2014

PEARL RIVER VALLEY OPPORTUNITY INCORPORATED
VIRTUAL ROMA CONTACTS

Program Director: Doneater Mack
601-736-9564 ext. 138
dmack@prvoinc.org

Assistants: Betty Hendricks
601-736-9564 ext. 144
bhendricks@prvoinc.org

Chiquita Jackson
601-736-9564 ext. 129
qjackson@prvoinc.org

VENDOR CONTACT INFORMATION SHEET

Vendor Name: CITY OF PICAYUNE
Vendor TIN: 64-6000972
Main Headquarter Address: CITY HALL
203 GOODYEAR BLVD PICAYUNE, MS 39466
LIHEAP Payment Address: SAME
Contact Person: LORRAINE WESTBROOK

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO NAME CITY'S NEW PARK ON GOODYEAR BLVD

Motion was made by Council Member Gouguet, seconded by Council Member Valente to name the new park on Goodyear Blvd. Crosby Commons.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ORDINANCE 915 REGARDING THE DESIGNATION, ESTABLISHMENT, AND REGULATION OF SPECIAL USE EVENTS PERMIT INSIDE THE CITY OF PICAYUNE AND LOCATED AT CROSBY COMMONS

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve Ordinance NO. 915 Regarding the Designation, Establishment, and Regulation of Special Use Events Permit in the City of Picayune and located at Crosby Commons.

ORDINANCE NUMBER: 915

ORDINANCE OF THE CITY OF PICAYUNE, MISSISSIPPI, REGARDING THE DESIGNATION, ESTABLISHMENT AND REGULATION OF SPECIAL USE EVENTS PERMIT INSIDE THE CITY OF PICAYUNE AND LOCATED AT CROSBY COMMONS ON GOODYEAR BLVD.

WHEREAS, the City of Picayune (the "City") conducted a special election on November 7, 1967, in which the majority of the voters of the City of Picayune did vote affirmatively to permit the transportation; storage, sale, distribution, receipt and/or beer and light wine as defined in Miss. Code Ann. §67-3-3, and amended;

WHEREAS, the City, by and through its elected representatives, has adopted and followed zoning regulations and ordinances to ensure an orderly and coherent growth of the City of Picayune;

WHEREAS, the use of reasonable regulations and controls as set forth in the City's zoning regulations and ordinances has facilitated and improved the growth and development of the City;

WHEREAS, the current regulations and controls set forth in the City's zoning regulations and ordinances should be amended and/or adopted to prescribe and enforce reasonable and proper rules and regulations for fixing zones and territories, prescribing hours of opening and closing, and for such other measures as will promote the public health, morals and safety pursuant to the general police powers of the City of Picayune, and further, pursuant to Miss. Code Ann. §67-3-65, amended;

WHEREAS, the City finds that It should adopt a separate ordinance regarding the establishment and regulation of special use events inside the City of Picayune; and,

WHEREAS, the City desires to adopt a new ordinance in pursuant to the general police powers of the City and further, pursuant to the provisions of Miss. Code Ann. §67-3-65, to accomplish the purposes and goals set forth herein, and the City Council of the City of Picayune having determined that the adoption of

this ordinance shall serve, preserve and protect the health, safety and welfare of the residents of the City of Picayune, Mississippi.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Picayune, Mississippi, as follows, to-wit:

Section 1. Designation of Special Use Events Permit

This Ordinance is an extension of the City of Picayune Zoning Ordinances and shall be interpreted in accordance with the Miss. Code Ann. §§ 17-1-1, et. seq. (1972), as amended. Additionally, all requirements, restrictions and powers that are imposed to Zoning Ordinances through Miss. Code Ann. Sections §§ 17-1-1, et. seq. shall apply to this Ordinance. Further, this Ordinance is being adopted pursuant to the general police powers of the City and further, pursuant to the provisions of Miss. Code Ann. §67-3-65.

The purpose of this Ordinance is to establish rules related to the City of Picayune being designated as a Special Use Event Area with the objective of protecting and promoting public safety and welfare, and to mitigate adverse impacts on the community while promoting economic development.

Notwithstanding any other provision of the ordinances of the City of Picayune does hereby adopt the following Ordinance.

Section 2. Definitions

A. Beer – means a malt beverage as defined in the Federal Alcohol Administration Act and any rules and regulations adopted pursuant to such act of an alcoholic content of not more than eight percent (8%) by weight.

B. Light Wine – means wine of an alcoholic content of not more than five percent (5%) weight. Native Wines shall not be considered wine.

C. Ordinance – means the Ordinance of the City of Picayune, Mississippi, Regarding The Designation, Establishment, and Regulation Of Special Use Events Permit Inside The City Of Picayune.

D. Person – means any individual, partnership, corporation, association or other legal entity whatsoever.

E. Department - means the various offices, bureaus, and divisions of the Mississippi Department of Revenue that incorporate the functional duties and responsibilities of the Commissioner of the Department of Revenue or his designee as authorized by law.

F. Special Use Event - Is a temporary use in which only beer is sold, consumed, dispensed, furnished or given away from a pre-approved source or sources pursuant to a zoning use permit issued for Crosby Commons for a given period of time that has a period of commencement and conclusion.

G. Person – A qualified person, corporation, limited liability company.

Section 3. Zoning Permits –

Special Use Events may be located only in Crosby Commons and only the issuance of a zoning permit. A zoning permit shall be issued under the following process, to-wit:

- 1. At the time of filing the written application for the issuance of a zoning permit for a special use event to a person under this Ordinance, there shall be paid to the City of Picayune a fee of Three Hundred Dollars (\$300.00) per application for a zoning use permit to sell, dispense, furnish or give away**

only beer defined as any beer of less than eight percent (8%) by weight, capable of being consumed as a beverage by a human being as provided for in Section 67-3-5, Mississippi Code of 1972. This fee shall be refunded to the applicant if the application for a special use permit is denied.

2. The applicant shall be responsible for a damage deposit paid to the City of Picayune to be determined by City Manager for the purpose of assurance of permit holder leaving permitted area clean and free of trash/debris. City of Picayune will provide trash receptacles for the event and will pick up and dispose of trash/debris contained in receptacles. For the sell and consumption of beer and/or light wine in the permitted area, only paper/plastic/styro cups may be used. No beer and/or light wine will be permitted in cans or bottles in the special event area. All sales and consumption of beer and/or light wine must be provided by the licensed permit holder of the event. No ice chest or any other container may be brought to special event area containing beer or light wine from another source.
3. The applicant shall be responsible for performing, at his/her/its expense, all actions required by this Ordinance or by law for the request to sell, dispense, furnish or give away only beer defined as any beer of less than eight percent (8%) by weight, capable of being consumed as a beverage by a human being as provided for in Section 67-3-5, Mississippi Code of 1972, If authorized or granted, to be effective, including the preparation of all applications, draft orders, notices, exhibits, affidavits, transcripts, documents and records; etc....
4. The City Manager shall have the final authority regarding the approval or disapproval of the issuance of the zoning use permit in accordance with this Ordinance and the laws of the State of Mississippi. Following the consideration of the documents from the Zoning Office, together with any evidence presented to the City Manager, the City Manager may approve in whole or in part, reject in whole or in part, remand in whole or in part the recommendation, record and application with instructions from the City Manager; or take the application under advisement. The applicant shall have the right to appeal the decision of the City Council as set forth in of this Ordinance
5. All Special Use Event Permits are subject the City of Picayune's Litter Ordinance.
6. All Special Use Event Permits are subject to Ordinance 913, an Ordinance allowing vehicular parking on and along Goodyear Boulevard between the hours of 9 pm and up to 12:00 pm. An additional permit is required from the Planning & Zoning Department.

Section 4. Special Use Event Permit

- A. The sale of beer and light wine by a Special Event Use Permit shall be limited to on premises consumption only in said Crosby Commons located on Goodyear Blvd as designated on said Permit, subject to the restrictions detailed in this Ordinance. The sale of beer by a special use event shall be limited to consumption in a pre-approved area during a pre-approved time.
- B. A special use event may only serve beer in the pre-approved licensed area during those hours allowed in the zoning use permit issued by the City Manager.
- C. No adult arcade, adult bookstore, adult cabaret, adult entertainment establishment, adult motel, or adult motion picture theater may operate at a special use event on the licensed premises.
- D. It shall be unlawful for any holder of a Special Event Use Permit and/or any

agent, associate, employee, representative, entertainer or servant of any such Special Event Use Permit within the corporate limits of Picayune, Mississippi:

- 1. To sell, dispense or give away beer and/or light wine without obtaining and holding a current valid permit and/or license required by and issued by the Department as allowed by law and be licensed by the State of Mississippi.**
- 2. To sell, dispense, or give away beer and/or light wine at any location other than licensed premises and obtaining a zoning Special Use Event Permit.**
- 3. To sell, dispense, furnish, allow consumption of or give away beer and/or light wine beverages to anyone before or after the times set by the City.**
- 4. To sell, give, furnish or allow the consumption of any beer and/or light wine to any person visibly or noticeably intoxicated, or to any insane person, or to any habitual drunkard, or to any person under the age of 21 years.**
- 5. To permit on the licensed premises any lewd, immoral, or improper entertainment, conduct or practices.**
- 6. To permit persons of ill repute, known criminals, or prostitutes to frequent said licensed premises.**
- 7. Shall not permit loud, boisterous or disorderly conduct of any kind upon the premises, or to permit the use of loud musical instruments which may disturb the peace, tranquility of the community within the immediate business locations unless a Noise Permit has been obtained.**
- 8. To permit or suffer gambling or the operation of games of chance upon the licenses premises.**
- 9. To throw, leave, or put beer and/or light wine containers on the streets, avenues, and road of the City or to throw, leave, or put these containers on the property of anyone except the person or persons possessing said containers.**
- 10. To sell beer and/or light wine to any Person under the age of 21 years or to any person knowing that the person to whom it is sold is buying the same for a person under the age of 21 years.**
- 11. To serve beer and/or light wine from the licensed premises to a person or persons in an automobile or automobiles in the form of curb service.**
- 12. To work or employ anyone under 18 years of age in said licensed premises where beer and/or light wine are sold except under proper and constant supervision of the adult owner or owners or an adult employee or employees.**
- 13. No holder of Special Event Use Permit, and no agent, associate, employee, representative, entertainer or servant of any such special use event shall do, or permit, any of the following activities or events on or about the licensed premises:**
 - A. Fraternalize by sitting at tables with customers while on duty; or to employ persons to solicit patrons for drinks AND to accept drinks from patrons and receive**

therefore a commission or any other re-numeration in any other way.

B. Permit any prostitute to frequent the licensed premises, or to solicit patrons for prostitution.

C. Permit any person to remain on the licensed premises while such person is unclothed or in such attire, costume or clothing to expose to view any portion of the female breast below the top of the areola or any portion of the pubic hair, the pubic hair area, anus, cleft of the buttocks, vulva, penis or genitals. Furthermore, no permittee or any female agent, associate, employee, representative, or servant, of said permittee shall wear such attire, costume or clothing on the licensed premises which reveals any part of the female breast below the top of the areola, and such attire, costume, or clothing cannot be extraordinarily designed or displayed to specifically accentuate the breasts.

D. Encourage or permit any person, for entertainment purposes, to touch, caress or fondle the breast, buttocks, anus, penis or genitals of their own, or those of any person, animal or inanimate object.

E. Permit any person to wear or use any device or covering, exposed to view, which simulates the breast, buttocks, anus, penis or genitals of their own, or those of any person, animal or inanimate object.

F. Permit any entertainment or conduct which is lewd, immoral or offensive to public decency, including:

1. Any act or performance of, or which simulates:

i. Sexual intercourse, masturbation, sodomy, bestiality, or oral copulation, flagellation or any sexual act.

ii. The touching, caressing or fondling of the breast, buttocks, anus, penis or genitals.

iii. The displaying of the pubic hair, the pubic hair area, anus, vulva, penis, genitals or any portion of the female breast below the top of the areola.

iv. The use of any artificial device or object to depict any of the prohibited activities described above.

2. Any act or performance which appeals primarily to sexually oriented, lustful, prurient, or erotic interest including, but not limited to, the following: erotic dancers; male or female strippers; topless dancers (male or female); dancers where clothes are removed to reveal portions of the body and constituting a strip act or simulation thereof; contests or exhibitions such as wet t-shirt, biggest breast, biggest bulge, body beautiful, best leg, hairiest chest, best tan, best hiney, mud wrestling, tight jeans, and similar contests or exhibitions. No string bikinis, spaghetti straps or thong attire are permitted with any swim wear, costume, or lingerie clothing.

- G. The showing of films, still pictures, electronic reproduction, or other visual reproductions depicting:**
- 1. Acts, or simulated acts, or sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any other sexual acts which are prohibited by law.**
 - 2. Any person being touched, caressed or fondled on the breast, buttocks, anus, penis or pubic area.**
 - 3. Scenes wherein a person displays the breasts, vulva, anus, penis or genitals or pubic area.**
 - 4. Scenes wherein artificial devices or inanimate objects are employed to depict, or drawings are employed to portray, any of the prohibited activities described above.**

H. No Special Event Use Permit holder and/or no agent, associate, employee, representative, entertainer or servant of any such special use event shall operate a sexually oriented business as defined in the Ordinances in and for the City of Picayune on the licensed premises; or shall do, or permit, any of the activities or events on or about the licensed premises as defined in Ordinance No. 721 and Ordinance 727 (Article IV, Sexually Oriented Businesses, Section 26-101, et seq., Code of Ordinances, City of Picayune).

I. A Special Event Use holding a zoning use permit shall not be permitted to sell, dispense, furnish, allow consumption of, or give away beer and/or light wine, until prior to proper application for and obtaining the following permits and licenses: (1) A privilege license to engage in such business issued by the City; and, (2) All required licensees/permits specified in the Zoning Ordinances, building code, fire prevention code, electrical code, plumbing code and gas code adopted by the City.

J. A Special Use Event Permit holder shall not violate the laws of the State of Mississippi, of the United States, any regulations of the Department or Ordinances of the City of Picayune.

K. A special use event shall sell, dispense, or give away only beer in open disposable containers in those areas set out in the zoning use permit as set forth in this Ordinance. No beer shall be sold, dispensed, given away or consumed in glass bottles or cans.

L. Any person holding a State of Mississippi issued beer license may obtain a zoning use permit to sell, dispense and/or give away beer at a special use event.

Section 5. Permit by the Department of Revenue

A Special Event Use Permit must be issued and hold a valid and current permits and/or licenses required by and issued by the Department of Revenue, in order to sell beer and/or light wine at the licensed premises inside the corporate limits of the City of Picayune.

Section 6. General Provisions

A. Application for Zoning Use Permit

- 1. Any person desiring a zoning use permit to establish a Special Event Use Permit shall file an application with the Planning & Zoning Department in the form of a sworn statement giving the address, the name of the business, its location.**

A. The applicant shall further state in its sworn application for a special use permit that it possesses the following qualifications:

- i. A Non-Profit located within the City of Picayune registered as a Non-Profit with the Secretary of the State of Mississippi.**
- ii. Applicant shall not have been convicted in Mississippi or any other state of a felony or of pandering, or of keeping or maintaining a house of prostitution.**
 - iii. Applicant shall not have been convicted of violating any laws in this or any other state, or of the United States relating to Alcoholic Beverages or gambling or have had revoked any license or permit to sell beer and/or light wine of any kind or beer or light wine within five (5) years preceding the date of application.**

A. Special Provisions

A. The holder of a Special Event Use permit shall pay for the number of any off-duty certified law enforcement officers from the City as required by the City Manager to be present in order to provide security at said event. If additional on duty Picayune Police Officers are required to respond to any calls at the subject event, even for traffic control outside of event, then, in that event, the holder of the special use permit for the event may be required to pay for any costs associated with any on duty Picayune Police Officers that responded to any calls at the subject event. The City Manager shall have the authority to determine if any such costs associated with the response by any on duty Picayune Police Officers to any call at the event should be taxed against the holder of the zoning use permit for a special use event.

B. The holder Special Event Use Permit shall provide the City Manager with a certificate of insurance evidencing comprehensive liability coverage naming the City of Picayune as co-insured in combined limits not less than \$500,000 for bodily injury and property damage. The special use event shall expressly release the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the activities conducted within the area designated by the issuance of a zoning use permit for a special use event and the special use event shall indemnify the City against all damages, liabilities, expenses and losses incurred by the City as a result of the actions of the special use event, its employees, or its agents.

C. Damage: If damages are more than the damage deposit, the City reserves the right to take lessee to court for any damages in excess of the damage deposit.

D. Damage Deposit: Deposits must be paid at time of booking park. Damage deposit will be refunded on the next available docket once approved to be refunded. Amount of Deposit will be determined by the size and type of event.

E. No firearms are allowed in park other than be Security provided by City.

F. Fees for use of entire Crosby Commons are as follows:

A. Non- Profit Corporation and/or 501(c)(3) - \$400.00

B. Public Agencies, State, County, or Local Government including School – No Charge for use of Park (Damage Deposit will be required)

C. Crosby Commons is not allowed to be used for the benefit of profit for a Business or Individual.

G.. Alcoholic Beverages defined as any alcoholic liquid, including wines, of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being which shall not include beer or light wine containing not more than five percent (5%) of alcohol by weight as provided for in Section 67-3-5, Mississippi Code of 1972 are not allowed on the grounds of Crosby Commons.

H. Garbage and debris: All garbage/trash and disposable debris shall be placed in and garbage receptacles as provided by the City. If receptacles are full, then in that event, garbage/trash and disposable shall be placed in thrash bags for City to dispose of. In the event Crosby Commons is left with scattered garbage/trash or and disposable debris for City to clean, Permit Holder is subject to have cost of cleaning said Park will be withheld from Damage Deposit.

I. All fees in this Ordinance are based on Crosby Commons as in its current condition. Fees are subject to change as Improvements are added to Park.

Section 7. Violation(s) and Enforcement

Enforcement of this Ordinance may be by undertaken by the City of Picayune or any employee designated by the City. These enforcement activities include administrative actions; institution of civil proceedings in a Court of law or equity; or the institution of criminal proceedings in the appropriate Court having jurisdiction.

1. Administrative Enforcement: Any violation of this Ordinance is hereby declared to be a nuisance per se which is subject to abatement by way of administrative action undertake by the City of Picayune Code Enforcement Department pursuant to the issuance of a citation by the Code Enforcement Officer or any Police Officer for the City of Picayune. The Municipal Court in and for the City of Picayune shall have the jurisdiction to hear and render a decision pursuant to any citation(s) issued by said Code Enforcement Officer or Police Officer for the City of Picayune. The City or any person cited to appear shall the right to appeal the decision of the Municipal Court of the City of Picayune as provided for by law. The following administrative relief may be sought by the City and the Municipal Court is hereby empowered to grant all or some of the following relief, to-wit:

A. The assessment of an administrative penalty of not less than \$100.00 and not more that \$500.00 per violation; and, in the case of continuing violations without reasonable effort on the part of the Special Event Use Permit to correct same, each day the violation continues thereafter shall be a separate violation;

B. The closure of the licensed premises for a period of not more than thirty (30) days for each violation; and, in the case of continuing violations without reasonable effort on part of the special use event to correct same, each day the violation continues thereafter shall be a separate violation;

C. The suspension of a zoning use permit from one (1) day to one (1) calendar year;

D. The termination of the zoning use permit; and/or

E. The assessment of an administrative penalty as a lien against any personal or real property of the special use event, with a copy of same being enrolled as a judgment in the office of the Circuit Clerk of Pearl River County, Mississippi, to be collected or foreclosed upon by the City as allowed by law.

2 Civil Proceedings: In addition to any other relief provided by this Ordinance, the City may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this Ordinance, and other available relief. As a condition of the issuance of the privilege license, if found in violation of the terms of this Ordinance, the lounge or special use event shall reimburse the City for all attorney's fees and costs of court incurred in the bringing of this action.

3 Criminal Sanctions: Additionally, any Person who shall knowingly and willfully violate the terms, conditions or provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction therefore shall be punished by a fine not to exceed One Thousand Dollars (\$1,000.00), or by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment, and, in case of continuing violations without reasonable effort on the part of the defendant to correct same, each day the violation continues thereafter shall be a separate offense.

4. Forum Selection Clause: As a condition of the submission of an application for or issuance of a privilege license under this Ordinance, the special event use permit shall have been deemed to have irrevocably consented that the sole and exclusive venue for any enforcement action taken by the City pursuant to the terms of this Ordinance, or any appeal, defense or action initiated by the lounge or special use event, shall be either the County Court, Circuit Court or Chancery Court of Pearl River County, Mississippi. As a further condition of the privilege license under this Ordinance, the permittee shall have been deemed to consent the subject matter jurisdiction and personal jurisdiction of the County Court, Circuit Court or Chancery Court of Pearl River County, Mississippi.

Section 8. Separability and Validity Clause

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Section 9. Repeal of Conflicting Ordinances or Parts Thereof

The enactment of this Ordinance shall be construed not to operate as a repeal Sections 10-1 through 10-115 of the Code of Ordinances in and for the City of Picayune, Mississippi, except to the extent the terms and provisions of same are in conflict herewith or inconsistent with the Provisions of this Ordinance.

All Ordinances or parts of Ordinances adopted heretofore by the City of Picayune, Mississippi, which are in conflict herewith or inconsistent with the provisions of this Ordinance, **ARE HEREBY REPEALED.**

Section 10. Failure to Enforce Ordinance

Failure to enforce any provision of this Ordinance shall not constitute a waiver nor imply that the action is legal.

Section 11. Effective Date of Ordinance

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Gouguet, seconded by Council member Bumpers, and voted upon as follows:

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

VOTING NAY: Council Member Bumpers

NOT VOTING: None

NOT PRESENT: None

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 19th day of August, 2014.

Dr. Ed Pinero, Mayor

City Clerk

Published: August 23, 2014

The following roll call was made:

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

VOTING NAY: Council Member Bumpers

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPOINT MANYA C BRYAN AS PROSECUTOR PRO TEMP

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to appoint Manya C. Bryan as Prosecutor Pro Temp.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE GRANT AGREEMENT FOR AIP PROJECT NO. 3-28-0060-017-2014

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Grant Agreement for AIP Project No. 3-28-0060-017-2014 and authorize Mayor to sign all related documents.



U.S. Department
of Transportation
Federal Aviation
Administration

**GRANT AGREEMENT
PART I – OFFER**

Date of Offer	August 7, 2014
Airport/Planning Area	Picayune Municipal Airport
AIP Grant Number	3-28-0060-017-2014
DUNS Number	092683457
TO:	City of Picayune, Mississippi (herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 29, 2014, for a grant of Federal funds for a project at or associated with the Picayune Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Picayune Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate (correct drainage, crack seal, install thin overlay, and mark) taxiways (8,500± l.f.) and apron (25,000± s.y.)

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$412,886.00**.

For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0.00 for planning
 - \$412,886.00 for airport development or noise program implementation
 - \$0.00 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 6, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 8. United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 9. System for Award Management (SAM) Registration and Universal Identifier.**
- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain their information current in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers:
 - 1) The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2) The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3) Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- 10. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 11. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
- By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
- 12. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

- 13. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 14. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 15. Maximum Obligation Increase for Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects;
 - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 16. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
- 17. Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
- 18. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
- 1) Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2) Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3) Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
- 1) Is determined to have violated the Prohibitions; or
 - 2) Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

- 20. Exhibit “A” Incorporated by Reference.** The Exhibit “A” Property Map dated January 25, 1999, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

Special Conditions

- 1. Project Which Contain Paving Work in Excess Of \$250,000:** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
- 1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - 2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - 3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

- 4) Qualifications of engineering supervision and construction inspection personnel.
 - 5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - 6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
- C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Rans D. Black

(Typed Name)

Manager, Airports District Office, Jackson, Mississippi

(Title)

PART II – ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 19 day of AUGUST, 2014.

CITY OF PICAYUNE, MISSISSIPPI

(Name of Sponsor)

Edward Pinero

(Signature of Sponsor's Designated Official Representative)

By: **EDWARD PINERO**

(Typed Name of Sponsor's Designated Official Representative)

Title: **MAYOR**

(Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, NATHAN FARMER, acting as Attorney for the Sponsor do hereby certify:

(Typed or printed)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at PICAYUNE, MS this 19 day of AUGUST, 2014.

(City and State where you certify grant execution)

By

[Signature]

(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RE-SUBDIVIDE PROPERTY AT 2202 EAST CANAL ST

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from

Sharon Yost to re-subdivide property located at 2202 East Canal Street from one parcel into two parcels.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RE-SUBDIVIDE LOT 2 OF BERRY PARK DEVELOPMENT

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request from Dr. Martin Berry to re-subdivide one parcel into two parcels property being Lot 2 of Berry Park Development, Phase 1, located at corner of Highlands Commons Parkway and Highway 43 North.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION TO PICAYUNE FIRE DEPARTMENT FROM WAL-MART

Motion was made by Council Member Breland, seconded by Council Member Stevens to accept donation to the Picayune Fire Department from Wal-Mart in the amount of \$1,000 to be used for the purchase of materials for children and senior citizens.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER TAMMY VALENTE RECUSED HERSELF FROM THE MEETING

MOTION TO DENY REQUEST FROM TOP FLIGHT AVIATION OF MS, LLC TO BE A FIXED BASE OPERATOR

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to deny request from Top Flight Aviation of MS, LLC to be a Fixed Base Operator and deny an exemption for ad valorem taxes for said years.

The following roll call was made:

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

VOTING NAY: Council Members Bumpers and Breland

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Council Member Valente

The motion failed for lack of votes.

AT THIS TIME COUNCIL MEMBER TAMMY VALENTE RETURNED TO THE MEETING AND MAYOR ED PINERO EXITED THE MEETING

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Gouguet, Council Members Valente, Bumpers, Stevens and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, September 2, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated August 19, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly budget report for the month of August 2014.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

Run: 8/29/2014 at 8:57 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	550,000	(550,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,585	84,151	72,105	12,046	107
351-000-341.02-000-000 GROUND LEASES	12,480	0	12,480	11,440	1,040	100
351-000-374.00-000-000 FUEL SALES	6,000	313	3,577	5,500	(1,923)	60
Total Revenues	697,140	3,898	100,208	639,045	(538,837)	14
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,090	47,047	52,725	5,678	82
SUPPLIES	500	0	192	458	266	38
OUTSIDE SERVICES	55,640	1,804	31,018	51,004	19,986	56
CAPITAL OUTLAY	660,000	36,300	36,300	605,000	568,700	6
Total Airport Expenses	773,659	42,194	114,557	709,187	594,630	15
Total Expenditures	773,659	42,194	114,557	709,187	594,630	15
Excess Revenue Over (Under) Expenditures	(76,519)	(38,296)	(14,349)	(70,142)	(1,133,467)	(19)

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CF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 8/31/2014

Run: 8/29/2014 at 8:57 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	300	60	1,451	275	1,176	484
406-000-340.00-000-000 INTEREST INCOME	250	0	258	229	29	103
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	58,667	63,250	(4,583)	85
406-000-392.00-000-000 SALE OF LOTS	20,000	440	24,253	18,333	5,920	121
Total Revenues	89,550	6,250	84,629	82,087	2,542	95
Expenditures						
Cemetery Expenses						
PERSONNEL	69,644	3,189	43,305	63,840	20,535	62
SUPPLIES	7,880	534	5,635	7,224	1,589	72
OUTSIDE SERVICES	3,269	90	1,454	2,997	1,543	44
CAPITAL OUTLAY	76,300	0	117,173	75,700	(41,473)	154
Total Cemetery Expenses	157,093	3,813	167,567	149,761	(17,806)	107
Total Expenditures	157,093	3,813	167,567	149,761	(17,806)	107
Excess Revenue Over (Under) Expenditures	(67,543)	2,437	(82,938)	(67,674)	20,348	(123)

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**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

Run: 8/29/2014 at 8:57 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	766	229	537	307
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	2,765	16,854	0	16,854	0
110-043-341.00-000-000 RENT	48,790	0	0	44,724	(44,724)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	17,495	(17,495)	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	37,395	386,657	403,333	(16,676)	88
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	140	3,815	2,292	1,523	153
110-402-314.03-000-000 PARK FIELD RENTAL FEES	0	1,000	4,620	0	4,620	0
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	550	917	(367)	55
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	900	92	808	900
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	237	458	(221)	47
110-402-346.00-000-000 DONATIONS	0	0	2,020	0	2,020	0
110-402-355.00-000-000 MISC INCOME	0	0	3,585	0	3,585	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	45,000	0	45,000	42,667	2,333	100
Total Revenues	557,225	41,300	465,005	512,207	(47,202)	83
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	6,605	12,822	0	(12,822)	0
Total Sale of Lots Expenses	0	6,605	12,822	0	(12,822)	0
Recreation Expenses						
PERSONNEL	127,352	7,897	103,440	116,739	13,299	81
SUPPLIES	52,500	1,493	50,863	50,258	(625)	97
OUTSIDE SERVICES	115,000	27,894	93,499	105,500	12,001	81
CAPITAL OUTLAY	17,000	(3,360)	13,276	17,000	3,724	78
Total Recreation Expenses	311,852	33,324	261,098	289,497	28,399	84
Retirement/Development Expenses						
Total Expenditures	311,852	40,529	273,920	289,497	15,577	88
Excess Revenue Over (Under) Expenditures	245,373	771	191,085	222,710	(62,779)	78

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

Run: 8/29/2014 at 8:58 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	1,299,183	24,155	1,210,742	1,190,918	19,824	93
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	18,242	208,148	207,048	1,100	92
001-000-202.00-000-000 PERSONAL TAXES	414,947	238	367,300	380,368	(13,068)	89
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	917	429	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	2,908	16,095	27,500	(11,405)	54
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	1,454	60,759	59,858	901	93
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	14,325	22,040	36,667	(14,627)	55
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	1,125	6,300	3,566	2,794	165
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	661,000	37,487	672,933	609,750	63,183	102
001-000-222.00-000-000 BUILDING PERMITS	86,000	5,001	86,495	82,167	4,328	101
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	0	5,635	3,163	2,472	163
001-000-224.00-000-000 LOT CLEAN UP	2,500	0	588	833	(245)	24
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	3,300	0	3,300	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	25,208	(2,292)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	7,936	(721)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,615	7,388	(672)	20
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	16,042	(3,186)	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	0	73,422	128,333	(54,911)	52
001-000-253.28-000-000 USM PROJECT SAFE	13,164	0	13,164	13,164	0	100
NEIGHBORHOOD GRANT						
001-000-258.00-000-000 HOMELAND SECURITY GRANT	0	0	20	0	20	0
001-000-260.00-000-000 GENERAL SALES TAX	4,178,000	365,168	3,841,707	3,838,167	3,540	92
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR	56,136	0	57,454	51,458	5,996	102
LTD						
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	447	18,845	18,321	524	94
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR	1,831	0	1,828	1,678	150	100
CODE						
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	13,750	(1,150)	84
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	0	3,831	5,958	(2,127)	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	5,077	208,042	201,667	6,375	95
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	110,638	(10,058)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	310	10,847	11,917	(1,070)	83
001-000-330.00-000-000 COURT FINES & FEES	289,000	6,703	246,860	259,833	(12,973)	85
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	2,125	23,367	20,625	2,742	104
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	198	2,081	1,100	981	173
001-000-336.01-000-000 COURT MAINTENANCE	0	0	(1)	0	(1)	0
001-000-336.02-000-000 COURT EQUIPMENT	0	0	(6)	0	(6)	0
001-000-336.05-000-000 COLLECTION FEE	100	20	571	92	479	571
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	303	10,452	9,350	1,102	102
001-000-340.00-000-000 INTEREST EARNED	20,000	751	14,790	18,333	(3,543)	74
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	10,850	0	10,850	10,850	0	100
001-000-355.00-000-000 MISCELLANEOUS INCOME	19,000	959	19,379	17,833	1,546	102
001-000-380.07-000-000 TRANSFER FROM CAPITAL	74,879	0	0	68,639	(6,240)	0
PROJECTS FUND						
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG	0	0	52,348	0	52,348	0
FUND						

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-000-393.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(378,400)	378,400	0
Total Revenues	7,714,036	486,996	7,299,250	7,082,575	216,675	95
Expenditures						
Municipal Council Expenses						
PERSONNEL	66,113	5,015	56,720	60,603	3,883	86
SUPPLIES	500	0	284	458	174	57
OUTSIDE SERVICES	54,234	1,531	45,653	48,888	3,235	84
CAPITAL OUTLAY	40,000	0	184,350	40,000	(144,350)	461
Total Municipal Council Expenses	160,847	6,546	287,007	149,949	(137,058)	178
Municipal Court Expenses						
PERSONNEL	269,077	20,551	222,833	246,655	23,822	83
SUPPLIES	4,000	333	2,853	3,667	814	71
OUTSIDE SERVICES	54,750	7,304	78,326	50,188	(28,138)	143
Total Municipal Court Expenses	327,827	28,188	304,012	300,510	(3,502)	93
City Attorney Expenses						
PERSONNEL	9,450	735	8,123	8,663	540	86
OUTSIDE SERVICES	20,000	1,353	17,113	18,333	1,221	86
Total City Attorney Expenses	29,450	2,088	25,236	26,996	1,761	86
City Manager Expenses						
PERSONNEL	97,355	7,539	86,429	89,243	2,814	89
SUPPLIES	2,700	64	2,243	2,074	(169)	83
OUTSIDE SERVICES	14,702	2,035	13,263	13,343	80	90
Total City Manager Expenses	114,757	9,638	101,935	104,660	2,725	89
General Services Expenses						
PERSONNEL	16,920	1,313	14,506	15,511	1,005	86
SUPPLIES	7,700	196	6,255	7,058	803	81
OUTSIDE SERVICES	219,200	6,337	199,671	200,932	1,261	91
Total General Services Expenses	243,820	7,846	220,432	223,501	3,069	90
Financial Expenses						
PERSONNEL	138,675	11,161	130,261	127,119	(3,142)	94
SUPPLIES	7,500	191	5,200	6,875	1,675	69
OUTSIDE SERVICES	69,400	3,937	44,598	63,616	19,018	64
Total Financial Expenses	215,575	15,289	180,059	197,610	17,551	84
Code Enforcement Expenses						
PERSONNEL	135,346	11,613	136,763	124,068	(12,695)	101
SUPPLIES	4,300	264	5,021	3,942	(1,079)	117
OUTSIDE SERVICES	21,650	2,351	23,035	19,845	(3,190)	106
Total Code Enforcement Expenses	161,296	14,228	164,819	147,855	(16,964)	102
Police Administration Expenses						
PERSONNEL	153,193	12,830	140,927	139,819	(1,108)	92

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	5,702	146	4,283	5,077	794	75
OUTSIDE SERVICES	53,461	4,376	45,324	48,550	3,226	85
CAPITAL OUTLAY	8,657	0	8,657	7,936	(721)	100
Total Police Administration Expenses	221,013	17,352	199,191	201,382	2,191	90
Patrol & Investigations Expenses						
PERSONNEL	1,421,962	108,960	1,321,472	1,308,975	(12,497)	93
SUPPLIES	147,093	11,121	134,976	135,739	763	92
OUTSIDE SERVICES	93,158	3,760	86,981	84,533	(2,448)	93
CAPITAL OUTLAY	7,568	166	10,582	6,937	(3,645)	140
Total Patrol & Investigations Expenses	1,669,781	124,007	1,554,011	1,536,184	(17,827)	93
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	157,554	11,417	145,158	146,425	1,267	92
SUPPLIES	58,175	0	51,007	54,926	3,919	88
OUTSIDE SERVICES	7,935	626	7,817	6,643	(1,174)	99
Total Custody of Prisoners Expenses	223,664	12,043	203,982	207,994	4,012	91
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	352,410	27,863	324,723	319,958	(4,765)	92
SUPPLIES	5,564	0	5,565	4,855	(710)	100
OUTSIDE SERVICES	17,027	234	16,459	15,294	(1,165)	97
Total Records & Communications Expenses	375,001	28,097	346,747	340,107	(6,640)	92
School Patrol Expenses						
PERSONNEL	170,205	14,629	157,046	160,305	3,259	92
SUPPLIES	10,518	858	9,949	9,977	28	95
OUTSIDE SERVICES	3,092	212	2,832	2,863	31	92
Total School Patrol Expenses	183,815	15,699	169,827	173,145	3,318	92
Animal Control Expenses						
PERSONNEL	29,131	2,294	26,116	26,620	504	90
SUPPLIES	4,972	354	4,280	4,866	586	86
OUTSIDE SERVICES	45,553	3,425	45,202	41,541	(3,661)	99
Total Animal Control Expenses	79,656	6,073	75,598	73,027	(2,571)	95
Fire Department Expenses						
PERSONNEL	1,977,241	145,295	1,764,733	1,807,055	42,322	89
SUPPLIES	62,600	7,990	51,076	58,217	7,141	82
OUTSIDE SERVICES	98,063	8,161	88,673	91,974	3,301	90
CAPITAL OUTLAY	24,000	0	24,213	24,000	(213)	101
Total Fire Department Expenses	2,161,904	161,446	1,928,695	1,981,246	52,551	89
Streets & Drainage Expenses						
PERSONNEL	396,228	30,262	365,307	359,459	(5,848)	92
SUPPLIES	168,001	5,532	147,596	156,336	8,740	88

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

Run: 8/29/2014 at 8:58 AM

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
OUTSIDE SERVICES	365,200	26,207	348,651	338,432	(10,219)	95
CAPITAL OUTLAY	10,000	(5,000)	2,924	10,000	7,076	29
Total Streets & Drainage Expenses	939,429	57,001	884,478	864,227	(251)	92
Grounds & Beautification Expenses						
PERSONNEL	376,345	30,760	341,204	344,150	2,946	91
SUPPLIES	95,493	26,862	89,097	87,047	(2,050)	93
OUTSIDE SERVICES	20,950	116	16,652	19,204	2,552	79
Total Grounds & Beautification Expenses	492,788	57,738	446,953	450,401	3,448	91
Equipment Maintenance Expenses						
PERSONNEL	35,987	2,467	28,153	32,155	4,002	78
SUPPLIES	14,110	1,454	5,075	12,768	7,693	36
OUTSIDE SERVICES	10,300	1,033	9,361	9,441	80	91
Total Equipment Maintenance Expenses	60,397	4,954	42,589	54,364	11,775	71
Total Expenditures	7,661,020	588,233	7,115,571	7,033,158	(82,412)	93
Excess Revenue Over (Under) Expenditures	53,016	(81,237)	183,679	49,417	298,087	346

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2014**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	33,358	716	23,898	30,579	6,681	72
OUTSIDE SERVICES	67,216	5,807	77,201	61,614	(15,587)	115
Total Well and Pump Maintenance Expenses	100,574	6,523	101,099	92,193	(8,906)	101
Sewer Construction Expenses						
<u>Utility Construction Expenses</u>						
PERSONNEL	107,276	7,327	78,693	98,337	19,644	73
SUPPLIES	38,831	2,960	32,475	35,996	3,121	84
OUTSIDE SERVICES	34,149	129	18,968	31,304	12,336	56
CAPITAL OUTLAY	0	0	62,820	0	(62,820)	0
Total Utility Construction Expenses	180,256	10,416	192,956	165,237	(27,719)	107
<u>Water Operations Expenses</u>						
PERSONNEL	248,222	19,507	227,411	227,538	127	92
SUPPLIES	107,381	3,654	113,076	98,432	(14,644)	105
OUTSIDE SERVICES	19,981	584	21,205	18,316	(2,889)	106
CAPITAL OUTLAY	54,992	0	(15,239)	50,410	65,649	(28)
Total Water Operations Expenses	430,576	23,745	346,453	394,696	48,243	80
<u>Gas Operations Expenses</u>						
PERSONNEL	219,413	18,046	205,081	201,129	(3,952)	93
SUPPLIES	1,123,079	111,262	1,306,522	1,033,656	(272,866)	116
OUTSIDE SERVICES	83,336	5,269	88,916	76,391	(17,475)	71
CAPITAL OUTLAY	3,000,000	127,934	589,909	2,750,000	2,150,091	20
Total Gas Operations Expenses	4,425,828	262,511	2,170,428	4,061,176	1,890,748	49
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	810,000	72,414	872,270	742,500	(129,770)	108
Total Garbage Expenses	810,000	72,414	872,270	742,500	(129,770)	108
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	0	45,779	137,989	0	(137,989)	0
Total Loan Interest Expenses	0	45,779	137,989	0	(137,989)	0
Total Expenditures	7,324,351	518,437	5,031,332	6,726,777	1,695,445	69
Excess Revenue Over (Under) Expenditures	(2,590,098)	(167,265)	(178,566)	(2,387,044)	(1,182,412)	(7)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the docket for September 2, 2014 in the amount of \$ 842,540.16.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ORDINANCE NO. 916 TO SET THE CITY OF PICAYUNE FY 2015 TAX LEVY

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve Ordinance No. 916 to set the City of Picayune FY 2015 tax levy.

ORDINANCE NO. 916

AN ORDINANCE FIXING THE LEVY FOR THE MUNICIPAL TAXES FOR THE CITY OF PICAYUNE, MISSISSIPPI FOR THE FISCAL YEAR 2014-2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That a levy for general and special municipal purposes of 38.66 mills on the dollar upon, real personal and fixed property within the corporate limits of the City of Picayune, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2014-2015, for the following purposes, to-wit:

GENERAL FUND	23.29
(Authority: MS Code of 1972, Section 27-39-307)	
¼ MILL FIRE LEVY	.25
LONG TERM DEBT	12.29
PEARL RIVER COUNTY LIBRARY SYSTEM	2.00
TAX COLLECTION COSTS	.83
TOTAL FOR ALL MUNICIPAL PURPOSES	38.66

SECTION 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Council member Gouguet, seconded by Council member Stevens, and was adopted by the following roll call vote:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 2nd day of September 2014.

Ed Pinero, Mayor

Amber Hinton, City Clerk

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE ORDINANCE NO. 917 TO SET THE PICAYUNE SEPARATE SCHOOL DISTRICT FY 2015 TAX LEVY

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve Ordinance No. 917 to set the Picayune Separate School District FY 2015 tax levy.

ORDINANCE NO. 917

AN ORDINANCE FIXING THE LEVY FOR THE PICAYUNE SEPARATE SCHOOL DISTRICT FOR THE FISCAL YEAR 2014-2015, BEGINNING OCTOBER 1, 2014 AND ENDING SEPTEMBER 30, 2015.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That a levy of 65.67 mills on the dollar upon, real personal and fixed property within the picayune Municipal Separate School District of Pearl River County and Hancock County, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2014-2015, for the following purposes, to-wit:

FOR SCHOOL COSTS (Authority: MS Code of 1972, Section 37-57-1, et. Seq.)	60.69
FOR THREE MILL NOTE	2.69
SHORTFALL NOTE	0.00
GED CLASSES	1.00
FOR TAX COLLECTION COSTS (Authority: MS Code of 1972 Section 37-57-1, et. Seq.)	1.29
TOTAL FOR ALL SCHOOL PURPOSES	65.67

SECTION 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Council member Valente, seconded by Council member Stevens, and was adopted by the following roll call vote:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 2nd day of September 2014.

Ed Pinero, Mayor

Amber Hinton, City Clerk

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ADOPT THE FY 2015 PROPOSED BUDGET

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to adopt the FY 2015 Proposed Budget.

REGULAR MEETING SEPTEMBER 2, 2014

CITY OF PICAYUNE
ADOPTED BUDGET
FOR YEAR ENDING SEPTEMBER 30, 2015

	TOTAL BUDGET	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	AIRPORT FUND	ENTERPRISE FUNDS	DEBT SERVICE FUND
RECEIPTS:							
LICENSE & PERMITS	\$ 755,340	755,340					
INTERGOVERNMENTAL REVENUES	6,510,368	5,336,388	575,000		500,000	99,000	
CHARGES FOR SERVICES	4,899,638	28,100				4,871,538	
FINES & FORFEITS	350,700	350,700					
MISCELLANEOUS	310,388	14,000	4,038		4,000	288,350	
TRANSFERS	849,323	60,879	108,384			169,000	491,080
INTEREST EARNINGS	33,050	20,000	610	500		11,140	600
LEASES/RENT	159,015		67,875		91,140		
SALE OF LOTS	20,000					20,000	
PROCEEDS FROM LOANS	-						
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	13,687,842	6,565,407	756,067	500	595,140	5,459,028	491,680
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,865,554	1,994,934					970,620
TOTAL REVENUES	16,553,396	8,560,341	756,067	500	595,140	5,459,028	1,462,300
BEGINNING CASH	8,647,024	2,190,713	450,194	214,008	321,327	5,420,119	50,665
TOTAL FROM ALL SOURCES	\$ 25,200,420	10,771,054	1,206,261	214,508	916,467	10,879,147	1,512,965
EXPENDITURES:							
GENERAL GOVERNMENT							
PERSONNEL	\$ 784,205	784,205					
SUPPLIES	34,250	34,250					
OTHER SERVICES & CHARGES	476,573	476,573					
CAPITAL OUTLAY	-	-					
TOTALS	1,295,028	1,295,028					
PUBLIC SAFETY - POLICE							
PERSONNEL	\$ 2,306,594	2,306,594					
SUPPLIES	222,030	222,030					
OTHER SERVICES & CHARGES	229,794	229,794					
CAPITAL OUTLAY	8,657	8,657					
TOTALS	2,767,075	2,767,075					
PUBLIC SAFETY - FIRE							
PERSONNEL	\$ 2,006,143	2,006,143					
SUPPLIES	54,600	54,600					
OTHER SERVICES & CHARGES	82,889	82,889					
CAPITAL OUTLAY	-	-					
TOTALS	2,143,632	2,143,632					
PUBLIC WORKS							
PERSONNEL	\$ 719,829	719,829					
SUPPLIES	278,059	278,059					
OTHER SERVICES & CHARGES	333,300	333,300					
CAPITAL OUTLAY	625,820	590,820	35,000				
TOTALS	1,957,008	1,922,008	35,000				
UTILITY ADMINISTRATION							
PERSONNEL	\$ 584,707					584,707	
SUPPLIES	29,000					29,000	
OTHER SERVICES & CHARGES	185,250					185,250	
CAPITAL OUTLAY	-					-	
TOTALS	778,957					778,957	
DIRECTOR OF PUBLIC WORKS							
PERSONNEL	\$ 159,997					159,997	
SUPPLIES	16,000					16,000	
OTHER SERVICES & CHARGES	79,615					79,615	
CAPITAL OUTLAY	2,000					2,000	
TOTALS	257,612					257,612	
WATER OPERATIONS							
PERSONNEL	\$ 504,765					504,765	
SUPPLIES	223,433					223,433	
OTHER SERVICES & CHARGES	130,247					130,247	
CAPITAL OUTLAY	434,856					434,856	
TOTALS	1,293,101					1,293,101	
GAS OPERATIONS							
PERSONNEL	\$ 375,903					375,903	
SUPPLIES	1,370,483					1,370,483	
OTHER SERVICES & CHARGES	85,615					85,615	
CAPITAL OUTLAY	2,407,670					2,407,670	
TOTALS	4,249,671					4,249,671	
GARBAGE COLLECTION							
PERSONNEL	\$ -					-	
SUPPLIES	-					-	
OTHER SERVICES & CHARGES	810,000					810,000	
CAPITAL OUTLAY	-					-	
TOTALS	810,000					810,000	

REGULAR MEETING SEPTEMBER 2, 2014

CITY OF PICAYUNE
ADOPTED BUDGET
FOR YEAR ENDING SEPTEMBER 30, 2015

	TOTAL BUDGET	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	AIRPORT FUND	ENTERPRISE FUNDS	DEBT SERVICE FUND
ECONOMIC DEVELOPMENT							
PERSONNEL	\$ 140,746		140,746				
SUPPLIES	45,000		45,000				
OTHER SERVICES & CHARGES	145,847		145,847				
CAPITAL OUTLAY	200,000		200,000				
TOTALS	531,693		531,693				
AIRPORT OPERATION							
PERSONNEL	\$ 57,868				57,868		
SUPPLIES	6,300				6,300		
OTHER SERVICES & CHARGES	55,756				55,756		
CAPITAL OUTLAY	550,000				550,000		
TOTALS	669,924				669,924		
CEMETERY OPERATION							
PERSONNEL	\$ 76,355					76,355	
SUPPLIES	7,897					7,897	
OTHER SERVICES & CHARGES	3,300					3,300	
CAPITAL OUTLAY	-					-	
TOTALS	87,642					87,642	
COST OF LIVING RAISES							
DEBT PAYMENTS	\$ 1,831,274					373,028	1,458,246
AID TO OTHER GOVERNMENTS	19,280	19,280					
TRANSFERS TO OTHER FUNDS	827,824	433,318	213,626	180,880		100,000	
OTHER	-						
TOTAL EXPENDITURES	19,619,721	8,580,341	790,319	180,880	669,924	7,950,111	1,458,246
ENDING CASH BALANCE	5,880,699	2,190,713	425,962	33,626	246,543	2,928,139	54,719
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 25,500,420	10,771,054	1,206,381	214,506	916,467	10,678,147	1,512,965

The following roll call was made:

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

VOTING NAY: Council Members Bumpers and Breland

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE THE 16TH SECTION LAND RENT ADJUSTMENT FOR LAND LEASE #125
(FIRE STATION AND SPCA)**

Motion was made by Council Member Breland, seconded by Council Member Bumpers to approve the 16th Section Land Rent Adjustment Lease Amendment for Land Lease # 125 (Fire Station and SPCA)

Picayune School District

DEAN SHAW
Superintendent

706 Goodyear Blvd.
Picayune, Mississippi 39466

VERA BEECH
Federal Programs
Curriculum Director

BRENT HARRELL
Assistant Superintendent

(601) 798-3230
Fax (601) 798-1742

WALT ESSLINGER
Support Services Director

LISA PENTON
Finance Director

August 13, 2014

City of Picayune
203 Goodyear Blvd.
Picayune, MS 39466
Attn: Land Lease Dept.

RE: 16th Section Land - Rent Adjustment Lease Amendment
Lease # 125

Dear Lessee:

In accordance with the "Rent Adjustment" clause of your 16th Section land lease with the Board of Trustees of the Picayune School District, we amended the lease to reflect the rent adjustment lease amount.

We need your signature on the original amended lease. Please sign and notarize the original lease. Once signed and notarized, please mail back to the Picayune School District. We will then send the signed original to the Pearl River County Tax office for recording.

If you have any questions regarding this matter, please do not hesitate to call me.

Sincerely,



Lisa Penton
Finance Director

Indexing Instructions:
1.13 acre(s), 16TH Section
Lot 23A, City of Picayune, MS
Pearl River County
State # 16741

PLS# 125

Prepared by:
Picayune School District
706 Goodyear Blvd.
Picayune, MS 39466
601-798-3230

Return to:
Picayune School District
706 Goodyear Blvd.
Picayune, MS 39466
601-798-3230

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

16th SECTION LANDS
RENT ADJUSTMENT OF LEASE

WHEREAS that certain Commercial Lease Contract (hereinafter "base lease") dated **August 21, 1990** and unless sooner terminated as hereinafter provided, shall expire on **August 21, 2030** was executed by and between the Picayune School District Board of Education, as Lessor and **City of Picayune Fire/Dog** as lessee, whose address is 203 Goodyear Blvd., Picayune MS 39466, Location of Lease: 1700 Palestine Road and:

WHEREAS said base lease was filed for of record in the Office of the Chancery Clerk of Pearl River County, Mississippi, in Book **543**, Page **119-124** and;

WHEREAS said base lease covers the following described land in Pearl River County, Mississippi:

Section 16, Township 6 South, Range 17 West

Beginning at intersection of the East Row of Neal Road and the North Row of Palestine Road; thence go Southeast along North Row of Palestine Road 2334 feet more or less to the Point of Beginning; thence North 200 feet more or less thence East 200 feet to West Row of Pearl River Valley Railroad; thence follow West side of said Row South for 285 feet more or less to North side of Row of Palestine Road; thence North 66 degrees West 215 feet more or less to the Point of Beginning containing 1.13 acres more or less.

WHEREAS of said base lease allows for the review of the annual rent, pursuant to §29-3-1 Miss Code Ann (1972) as amended, on the 8th, 16th, 24th, and 32nd anniversary date of said lease; and

WHEREAS the Picayune School District has conducted its review of the leased premises as required by statute.

WITNESSETH:

Section 14 of said base lease, **State Lease # 16741** is amended as follows:

LESSEE agrees to pay each year the sum of **TWO THOUSAND SEVENTY FIVE DOLLARS & 00/100 (\$2,075.00)** as annual rent, in advance, for the term hereof, subject to rent adjustments as hereafter provided. The first annual payment has been made with the execution hereof, and a like amount, subject to adjustment, shall be due and payable on each anniversary date.

Said base lease shall remain in force and effect as to all other provisions.

EXECUTED on this the 12th day of August, 2014.

By:  9/2/14
LESSEE: CITY OF PICAYUNE

Picayune School District

By: *Dan Hues*
SUPERINTENDENT

By: *Edward Duhb*
PRESIDENT,
BOARD OF EDUCATION

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the 2nd day of SEPTEMBER 2014, within my jurisdiction, the within named CITY OF PICAYUNE, who acknowledged that he/she executed the above and foregoing instrument.

Leslie Leann Smith
NOTARY PUBLIC



STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

PERSONALLY APPEARED before me, the undersigned authority in and for said county and state, on this the 12th day of AUGUST, 2014, within my jurisdiction, the within named, DEAN SHAW, Superintendent of Schools and EDWARD STUBBS, School Board President, of the Picayune School District Board of Education, who acknowledged that in said representative capacity as Superintendent of Schools and President of the Board of Education of Picayune School District, Mississippi, they executed the above and foregoing instrument for and on behalf of said Board of Education, after first having been duly authorized so to do.



Lori P. Cooper

(Notary Public)

ADDRESS OF LESSOR:

Picayune School District
706 Goodyear Blvd.
Picayune, MS 39466
Telephone: 601-798-3230

ADDRESS OF LESSEE:

City of Picayune
203 Goodyear Blvd.
Picayune, MS 39466

INDEXING INSTRUCTION

SECTION: 16

TOWNSHIP: 06S

RANGE: 17W

THIS RENT ADJUSTED LEASE WAS PREPARED BY: Lori Cooper

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE MISSISSIPPI DEVELOPMENT AUTHORITY INFRASTRUCTURE PROGRAM GRANT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to accept the Mississippi Development Authority Infrastructure Program Grant and authorize Mayor's signature.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RESCIND MORATORIUM PLACED ON LARGE BILLBOARD SIGNS

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to rescind moratorium placed on large billboard signs.

The motion was withdrawn.

MOTION TO TABLE THE REQUEST TO RESCIND MORATORIUM PLACED ON LARGE BILLBOARD SIGNS ON THE ANNEXED INTERSTATE AREA

Motion was made by Council Member Gouguet, seconded by Council Member Valente to table the request to rescind moratorium placed on large billboard signs on the annexed interstate area.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SPECIAL USE PERMIT TO TOKYO SUSHI AND GRILL

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve a Special Use Permit to Tokyo Sushi and Grill located at 704 Memorial Blvd. in accordance with Ordinance No. 900 for Alcoholic Beverages 8% by weight for beer and 8% by weight for light wine.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE THE CONSTRUCTION AND MAINTENANCE AGREEMENT FOR THE ROADWAY LIGHTING ALONG STATE ROUTE 43

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the Construction and Maintenance Agreement for the Roadway Lighting along State Route 43 (Federal Aid Project STP-0400-00(030)LPA/105715-701000.

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Jackie Duckworth
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Tom King
Southern District Commissioner

Kelly R. Castleberry
District 6 Engineer

Albert L. White
District 7 Engineer

P. O. Box 551 / Hattiesburg, Mississippi 39403-0055 / Telephone (601) 544-6511 / FAX (601) 544-0227 / GoMDOT.com

16499-B Highway 49, Saucier, Mississippi 39574-9740
August 25, 2014

Honorable Edward Pinero, Jr.
Mayor, City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466

RE: Construction & Maintenance Agreement
Roadway Lighting along State Route 43
Federal Aid Project STP-0400-00(030)LPA/106715-701000

Dear Mayor Pinero,

Attached are the duplicate copies of the Construction and Maintenance Agreement for the above referenced project for your review and processing. The agreement outlines responsibilities for construction and long term maintenance of the lighting system. Please execute the agreement in duplicate and return with governing council or board minutes signifying approval. Please mail to:

Mississippi Department of Transportation
Attn: David Seyfarth
16499-B Highway 49
Saucier, MS 39574-9740

Should you need additional information, contact my office at 228-832-0682.

Sincerely,


David H. Seyfarth, PE, PS
Special Projects Engineer

cc: Project File 16-10 w/ attachments



MISSISSIPPI TRANSPORTATION COMMISSION AND CITY OF PICAYUNE
AGREEMENT FOR CONSTRUCTION AND MAINTENANCE
OF ROADWAY LIGHTING SYSTEM
ON STATE ROUTE 43 FROM INTERSTATE 59 NORTH TO U.S. HIGHWAY 11

This agreement, hereinafter referred to as AGREEMENT, which is to begin on the latest date of signing below and to continue until terminated by one of the parties as provided below, is entered into by and between the Mississippi Transportation Commission, hereinafter the COMMISSION, acting by and through the Mississippi Department of Transportation, and the City of PICAYUNE, Mississippi, hereinafter the CITY.

WITNESSETH:

WHEREAS, the CITY desires that the roadway section of State Route 43 from Interstate 59 north to U.S. Highway 11 be illuminated by a roadway lighting system, and has incorporated the plans for such a roadway lighting system in certain proposed work to be performed at that location, hereinafter referred to as the PROJECT; and

WHEREAS, the COMMISSION has determined that it will be in the best interest of the traveling public that the said roadway section be illuminated by the roadway lighting system; and

WHEREAS, the CITY and the COMMISSION have negotiated and intend to enter into a separate agreement which will provide for the respective responsibilities of the parties regarding financing the work on the PROJECT, and which includes a provision for compliance with Mississippi Employment Protection Act, that provision being incorporated herein by reference as if copied in this AGREEMENT in words and figures; and

WHEREAS, the City and the Commission wish to enter into this AGREEMENT to establish the respective responsibilities for construction and long-term maintenance of the roadway lighting system on State Route 43; and

REGULAR MEETING SEPTEMBER 2, 2014

STP-0400-00(030)LPA/106715-701000
Lighting along SR43 from I-59 to US Hwy 11
Picayune, MS

WHEREAS, the CITY and the COMMISSION have the authority to enter into this agreement under the provisions of Sections 65-1-8(p) and 65-1-75 of Miss. Code Ann. (1972), as amended.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

I

The CITY will let to contract Project No. STP-0400-00(030)LPA/106715-701000, for the installation of the roadway lighting system for the said roadway section. The system is to be completed and in working order to comprise a fully operational unit to satisfactorily illuminate the said roadway to acceptable standards. All costs of materials and installation will be paid by the CITY.

II

The CITY, upon completion of the PROJECT and written notification of satisfactory completion by the COMMISSION, will accept, assume, and "take-over" for complete maintenance the roadway lighting system on said roadway section, including any and all replacement parts, and the cost of electrical service to operate the system and all incidentals necessary to maintain this system in a safe and satisfactory manner. These obligations will continue unless and until this AGREEMENT is cancelled in the manner provided below.

III

The COMMISSION will grant to the CITY an easement or other appropriate property interest to, over, and on the COMMISSION'S property necessary to reach the location of the roadway lighting facilities and the buried electrical cable to maintain same as required. All

REGULAR MEETING SEPTEMBER 2, 2014

STP-0400-00(030)LPA/106715-701000
Lighting along SR43 from I-59 to US Hwy 11
Picayune, MS

traffic control will be provided in accordance with the most current version of the *Manual on Uniform Traffic Control Devices*.

IV

After completion and acceptance of the PROJECT either party hereto may terminate this AGREEMENT by providing to the other party written notification of termination. Said notification must be provided at least thirty (30) days prior to the date of termination to the other party at the Notification Addresses appearing below.

V

Any modification to the roadway/bridge designs by the COMMISSION will result in the COMMISSION incorporating adjustment of the system in its design. The CITY's responsibility for continued maintenance/operational cost of the roadway lighting system will remain unaffected.

VI

Upon termination of the AGREEMENT by either party, the roadway lighting system may, at the election of the COMMISSION, be removed by the COMMISSION. In the event that the CITY elects to terminate the AGREEMENT, the CITY agrees to reimburse the COMMISSION for the cost of removal. Regardless of which party terminates the AGREEMENT, the lighting equipment will remain the property of the COMMISSION.

VII

NOTIFICATION ADDRESSES:

Any notice required under this Agreement shall be made to the appropriate party at the following addresses:

REGULAR MEETING SEPTEMBER 2, 2014

STP-0400-00(030)LPA/106715-701000
Lighting along SR43 from I-59 to US Hwy 11
Picayune, MS

THE COMMISSION: District Six Engineer
Mississippi Department of Transportation
P.O. Box 551
Hattiesburg, MS 39403

THE CITY: Mayor
The City of Picayune, Mississippi
203 Goodyear Boulevard
Picayune, MS 39466

VIII

GENERAL PROVISIONS:

AMENDMENT - This Agreement may be amended in writing as mutually agreed upon by the parties in writing.

SEVERABILITY - Should any provision of this agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this agreement shall remain in full force and effect.

THIRD PARTY BENEFICIARY - It is not intended by any of the provisions of this contract to create in the public or any member thereof as a third party beneficiary or to authorize any one not a party to this contract to maintain a suit for personal injury contractual damage or property damage pursuant to the provisions of this contract. The duties obligations and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law.

LEGAL RESPONSIBILITY- Unless specifically agreed to elsewhere, the parties hereto agree that the COMMISSION has no authority to select, supervise, or compensate any contractor

REGULAR MEETING SEPTEMBER 2, 2014

STP-0400-00(030)LPA/106715-701000
Lighting along SR43 from I-59 to US Hwy 11
Picayune,MS

or employee engaged by the CITY to perform work on the PROJECT, and the CITY takes full responsibility for those functions. The CITY has designed the PROJECT, and takes full responsibility for the quality, accuracy, and completeness of the design. No employee, agent, or contractor of the CITY will, under the provisions of this AGREEMENT, be entitled to any right or benefit accorded to any contractor, agent, or employee of the COMMISSION or the Mississippi Department of Transportation.

All parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable CITY or Commission Orders are attached hereto.

(The remainder of this page intentionally blank)

STP-0400-00(030)LPA/106715-701000
Lighting along SR43 from I-59 to US Hwy 11
Picayune,MS

IN WITNESS WHEREOF, the COMMISSION and the CITY, each binds itself, or its successors, and assigns to the other party of this **AGREEMENT**, and to the successors and assigns of each party in respect of all covenants of this **AGREEMENT**.

FOR THE CITY OF PICAYUNE, MISSISSIPPI

Ed Pinero

MAYOR



ATTEST: *Sean Smith*

(SEAL)

**MISSISSIPPI TRANSPORTATION
COMMISSION**

BY AND THROUGH

**MELINDA L. McGRATH, P.E.
EXECUTIVE DIRECTOR
MISSISSIPPI DEPARTMENT OF
TRANSPORTATION**

BOOK _____ PAGE _____

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SURPLUS PROPERTY

Motion was made by Council Member Breland, seconded by Council Gouguet to approve request from Police Department to authorize surplus for auction property described as 2001 Dodge pick-up truck.

CITY OF PICAYUNE

AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 1B7HC16X41S258774

DESCRIPTION: 2001 DODGE PICK UP TRUCK

RESPONSIBLE PARTY: PICAYUNE POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. PICAYUNE POLICE DEPARTMENT SEIZURE YARD

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

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

REQUEST:

SIGNATURE OF DEPARTMENT CHIEF _____
IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED _____

RECEIVED BY DEPARTMENT: _____
SIGNATURE OF DEPARTMENT SUPERVISOR

SIGNATURE OF CITY MANAGER DATE OF SIGNATURE

59

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR RICKY SAUL

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Firefighter Ricky Saul to go to Socorro, New Mexico, October 6-10, 2014 for the purpose of IRTB bomb training class.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND MR. MALCOLM HARTMAN AND MR. RANDAL MCGEE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and Mr. Malcolm Hartman and Mr. Randal McGee.

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **September 2, 2014** by and between the City of Picayune, hereinafter referred to as "Lessor" and the **Malcolm Hartman and Randal McGee** hereinafter referred to as the "Lessees",

WITNESSETH:

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

1. **PREMISES**

Lessor does hereby lease and let to Lessees **T-Hangar No I-11** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessees has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **Yearly**, with the term to begin on **September 2, 2014** and continue thereafter yearly until either party gives notice of termination or default by Lessees. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessees shall pay, as rent for the use of the described Hangar, the amount of **\$225.00** per month plus a **\$225.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune

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

4. **REPAIRS AND MAINTENANCE**

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

5. **USE OF PREMISES**

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

Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

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

7. **INSPECTION**

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

8. **SECURITY**

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

9. **UTILITIES**

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

10. **HAZARDOUS SUBSTANCES**

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

11. **SUBLEASE/ASSIGNMENT**

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

12. **DEFAULT**

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

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

13. FORCE MAJEURE

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

14. INSURANCE

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

15. SURRENDER OF PREMISES

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

16. NOTICES

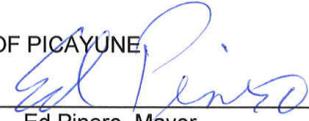
Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

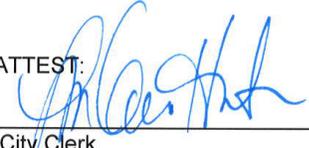
As to Lessor: City Manager
203 Goodyear Blvd.
Picayune, MS 39466

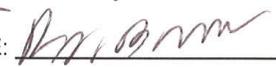
At to Lessees: Malcolm Hartman Randal McGee
119 Sherwood Dr. 174 Colony Rd.
Bell Chasse LA. 70037 Bell Chasse, LA 70037
504-957-4756 504-339-3135

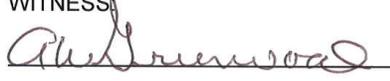
WITNESS the signatures of the parties hereto, this the 2nd day of September 2014.

LESSOR: CITY OF PICAYUNE

BY: 
Ed Pinero, Mayor

ATTEST: 
City Clerk


LESSEE: 

WITNESS: 

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Valente to recess until Tuesday, September 16, 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, September 16, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet and City Manager Jim Luke. City Clerk Amber Hinton was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated September 2, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of August 2014.

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 440079	8/01/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000512	30553		SEW SASSY	2014-2015 priv license		20.00	8/08/2014	
Dep 440513	8/04/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002821	30768		ANGEL'S PLACE FLEA MARKET	2014-2015 PRIV LICENSE		20.00	8/08/2014	
Dep 441076	8/06/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		19544		TOKYO SUSHI & GRILL	2014-2015 PRIV LICENSE		30.00	8/08/2014	
Dep 441158	8/06/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		29157		7 KETTLE CHECK ADVANCE	2014-2015 PRIV LICENSE		20.00	8/08/2014	
Dep 441274	8/06/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30637		MG AUDIO CENTER	2014-2015 PRIV LICENSE		20.00	8/08/2014	
Dep 441587	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003240	26964		ASIAN SQUARE, INC.	2014-2015 priv license		35.00	8/08/2014	
Dep 441590	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		11154		WISE, HOLLY PARTRI	2014-2015 priv license		20.00	8/08/2014	
Dep 441595	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0004498	27778		CARR INSURANCE AGENCY LLC	2014-2015 priv license		20.00	8/08/2014	
Dep 441596	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0012000	13082		WALLEY, BILLY W	2014-2015 priv license		20.00	8/08/2014	
Dep 441597	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003239	29737		TRAN AUTO SALES, LLC	2014-2015 priv license		20.00	8/08/2014	
Dep 441598	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003144	26492		CURTIS'S AUTO REPAIR	2014-2015 priv license		30.00	8/08/2014	
Dep 441599	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0028111	26590		BUY LOW AUTO PARTS, INC.	2014-2015 priv license		25.00	8/08/2014	
Dep 441600	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002016	04156		HUGHES, DOREEN W	2014-2015 priv license		20.00	8/08/2014	
Dep 441601	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0027359	06110		FORD REALTY	2014-2015		20.00	8/08/2014	
Dep 441602	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0100003	27785		PICAYUNE MOTEL	2014-2015		30.00	8/08/2014	
Dep 441603	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001059	00001		ULERICH, ROBERT H	2014-2015		20.00	8/08/2014	
Dep 441604	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0000392	27740		GROVER THE PLUMBER	2014-2015		20.00	8/08/2014	
Dep 441606	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001118	30823		ELECTRIC BEACH TANNING SALON	2014-2015 PRIV LICENSE		20.00	8/08/2014	
Dep 441634	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002585	18828		TREITLER'S INC	2014-2015 PRIV		20.00	8/11/2014	
Dep 441658	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009626	27729		MIELE INSURANCE AGENCY	2014-2015 PRIV LICENSE		20.00	8/11/2014	
Dep 441659	8/08/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009627	28895		MARLENES FLEA MARKET	2014-2015 PRIV LICENSE		20.00	8/11/2014	
Dep 441669	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0011273	13601		PARKER, ATTN, ANNE MARIE	2014-2015 priv license		20.00	8/11/2014	
Dep 441671	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0031594	19433		HENSLEY R LEE CONTRACTING, INC	2014-2015 priv license		150.00	8/11/2014	
Dep 441672	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0017138	15998		CYCLE SHACK	2014-2015 priv license		72.50	8/11/2014	
Dep 441674	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0009693	20037		CITY CARPETS, INC.	2014-2015 priv license		20.00	8/11/2014	
Dep 441676	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0005624	11835		CASH INC.	2014-2015 priv license		20.00	8/11/2014	
Dep 441677	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0007891	03348		GTM BLDG SUPPLY	2014-2015 priv license		20.00	8/11/2014	
Dep 441678	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0008997	05202		DAVIS JR, WALTER F	2014-2015 priv license		20.00	8/11/2014	
Dep 441679	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002927	27728		GOUGUET, MARILYN	2014-2015 priv license		20.00	8/11/2014	
Dep 441681	8/11/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0006428	01621		FRED'S WESTSIDE PHARM	2014-2015 priv license		40.00	8/11/2014	

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 441767	8/08/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0004295	28885		SMOKIN JOE'S	2014-2015 priv license		35.00	8/11/2014	
Dep 443016	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001705	00200		GRIFFING, WARD G	2014-2015 priv license		30.00	8/11/2014	
Dep 443017	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001946	26597		PICAYUNE SMILES,	2014-2015 priv license		30.00	8/11/2014	
Dep 443018	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003211	04788		GINN REALTY,	2014-2015 priv license		20.00	8/11/2014	
Dep 443024	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		05770		SAAR(1), LARRY N	2014-2015 priv license		20.00	8/11/2014	
Dep 443026	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007260	28847		ADVANTAGE INSURANCE COMPANY,	2014-2015 priv license		20.00	8/11/2014	
Dep 443027	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0125481	03445		PUTNAM AUTO PARTS, INC	2014-2015 priv license		30.00	8/11/2014	
Dep 443030	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		01616		SUNFLOWER GROCERY	2014-2015 priv license		117.50	8/11/2014	
Dep 443032	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001471	06235		B & M AUTO SALES	2014-2015 priv license		20.00	8/11/2014	
Dep 443034	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006375	27904		SAM P COOPER JR, ATTY	2014-2015 priv license		20.00	8/11/2014	
Dep 443036	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0013687	06408		A & P CLEANERS	2014-2015 priv license		20.00	8/11/2014	
Dep 443100	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		29223		SHAY'S	2014-2015 PRIV LICENSE		20.00	8/11/2014	
Dep 443106	8/11/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30606		SKYE STAR PRODUCTIONS	2014-2015 priv license		20.00	8/11/2014	
Dep 443233	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0011494	18689		PICAYUNE MEDICAL & HEALTH KEITH	2014-2015 priv license		50.00	8/13/2014	
Dep 443266	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30847		DOSSETT B AND B SHOES	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443269	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003487	15321		SAW'S JOB SITE	2014-2015 PRIV LICENSE		152.00	8/13/2014	
Dep 443303	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		27805		ANNIES KINDERGARTEN	2014-2015 priv license		20.00	8/13/2014	
Dep 443362	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001852	11163		HERITAGE INN	2014-2015 PRIV LICENSE		30.00	8/13/2014	
Dep 443396	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0019701	27735		PROFESSIONAL REALTY	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443398	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0015327	05590		JIMMY STOCKSTILL MOTOR	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443401	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002952	27724		EXECUTIVE REAL ESTATE INC	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443404	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005633	27723		CONTRACTING INC	2014-2015 PRIV LICENSE		30.00	8/13/2014	
Dep 443408	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005540	30785		ARX DISASTER MANAGEMENT INC	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443412	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003686	19667		C2 INVESTMENTS, INC	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443416	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0011210	00220		LOHNES, DR LUDWICK L	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443417	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001037	05383		DONS SEAFOOD	2014-2015 PRIV LICENSE		45.00	8/13/2014	
Dep 443418	8/12/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002071	29471		DISCOUNT ZONE LLC,	2014-2015 PRIV LICENSE		55.00	8/13/2014	
Dep 443533	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000132	28855		ITEMS FOR LESS	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443542	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001443	29694		DOUBLE D'S MUFFLER & BRAKE	2014-2015 PRIV LICENSE		30.00	8/13/2014	
Dep 443549	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000142	30851		CUSTOM VAPES #3	2014-2015 PRIV LICENSE		20.00	8/13/2014	

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 443551	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000142	30850		CUSTOM VAPES #2	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443552	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009917	13719		KIDS KORNER LEARNING CTR	2014-2015 PRIV LICENSE		48.00	8/13/2014	
Dep 443553	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003072	19467		KIDS CLUBHOUSE	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443555	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0004588	13686		NAIL EXPRESSIONS	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443557	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0014900	27736		TROY G FLOWERS SR	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443558	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001336	27739		ZOE GRIFFING	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443560	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001191	04540		GANDY, W F	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443561	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002251	15228		CITTADINO JR, RONALD C	2014-2015 PRIV LICENSE		50.00	8/13/2014	
Dep 443564	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005184	17723		HART(1), TIMOTHY J	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443566	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001525	27613		SNOOTIE PATOOTIE LLC	2014-2015 PRIV LICENSE		20.00	8/13/2014	
Dep 443570	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006784	24100		CONSOLIDATED AGGREGATES	2014-2015 PRIV LICENSE		80.00	8/13/2014	
Dep 443585	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000607	04755		BERDOUX, MICHELLE	2014-2015 priv license		20.00	8/13/2014	
Dep 443590	8/13/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		28080		SEW ME	2014-2015 priv license		20.00	8/13/2014	
Dep 443648	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		28307		ROSE NAILS,	2014-2015 priv license		20.00	8/14/2014	
Dep 443700	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002195	27071		EZELL'S PAINTS LLC,	2014-2015 priv license		20.00	8/14/2014	
Dep 443707	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0049787	05585		POPEYE F CHICKEN	2014-2015 PRIV LICENSE		81.00	8/14/2014	
Dep 443708	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001413	27802		FINANCE ONE INC	2014-2015 PRIV LICENSE		20.00	8/14/2014	
Dep 443710	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0010485	29069		PICAYUNE FAMILY CARE CENTER	2014-2015 PRIV LICENSE		30.00	8/14/2014	
Dep 443711	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0281122	15126		CLARK OIL #37	2014-2015 PRIV LICENSE		77.50	8/14/2014	
Dep 443712	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002281	27844		PICAYUNE SHELL LEE, JASON O	2014-2015 PRIV LICENSE		20.00	8/14/2014	
Dep 443714	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002770	04777		BERRY VETERINARY CLINIC	2014-2015 PRIV LICENSE		20.00	8/14/2014	
Dep 443716	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000635	27779		CAUCHEMAR OPTICAL LLC	2014-2015 PRIV LICENSE		25.00	8/14/2014	
Dep 443717	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0073653	28962		KEITH'S SUPERSTORE 194	2014-2015 PRIV LICENSE		55.00	8/14/2014	
Dep 443718	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0073651	15721		KEITH'S SUPERSTORE 192	2014-2015 PRIV LICENSE		55.00	8/14/2014	
Dep 443719	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000617	27796		L & M'S CUTTIN UP	2014-2015 PRIV LICENSE		40.00	8/14/2014	
Dep 443720	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001535	27925		MAIL EMPORIUM	2014-2015 PRIV LICENSE		20.00	8/14/2014	
Dep 443721	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0008500	25815		LAWN MOWER & SERVICE, INC	2014-2015 PRIV LICENSE		62.50	8/14/2014	
Dep 443722	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005998	27764		FASHIONS BY LILLIE	2013-2014 PRIV LICENSE		24.00	8/14/2014	
Dep 443723	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005998	27764		FASHIONS BY LILLIE	2014-2015 PRIV LICENSE		20.00	8/14/2014	
Dep 443725	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028654	18723		PHILLIPS AVIATION,	INC2014-2015 PRIV LICENSE		20.00	8/14/2014	

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REGULAR MEETING SEPTEMBER 16, 2014

Run: 9/05/2014 @ 3:10 PM **City of Picayune** **Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]** Page: 4

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We b
Dep 443731	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007310	12568		FORMBY REALTY	2014-2015 priv license		20.00	8/14/2014	
Dep 443732	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001121	30187		CROSSGATES LLC	2014-2015 priv license		30.00	8/14/2014	
Dep 443733	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0019317	25789		JAMES FURNITURE INC.	2014-2015 priv license		32.50	8/14/2014	
Dep 443734	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003571	03956		LANDRUMS FLORIST	2014-2015 priv license		25.00	8/14/2014	
Dep 443735	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001050	30611		THREE CUPS OF COFFEE LLC DBA, MC RANEY, T O	2014-2015 priv license		30.00	8/14/2014	
Dep 443736	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0015634	01647		H & R BLOCK,	2014-2015 priv license		20.00	8/14/2014	
Dep 443744	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002785	24466		CAROLYN TERRY PHOTOGRAPHY	2014-2015 priv license		30.00	8/14/2014	
Dep 443745	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0004403	25606		DAVID P SCHWARZ ODP	2014-2015 priv license		20.00	8/14/2014	
Dep 443746	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009292	27761		PAW PAW'S CAMPER CITY, INC	2014-2015 priv license		62.50	8/14/2014	
Dep 443748	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0114509	26234		WAREHOUSE DISCOUNT GROCERY (1)	2014-2015 priv license		115.00	8/14/2014	
Dep 443750	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0012736	19865		VIDECOMP, INC	2014-2015 priv license		40.00	8/14/2014	
Dep 443751	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001982	27930		QUICK CUTS	2014-2015 priv license		20.00	8/14/2014	
Dep 443752	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007323	18242		RISER MD, JAMES M	2014-2015 priv license		20.00	8/14/2014	
Dep 443753	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0017771	16900		DUNGAN ENGINEERING, P.A.	2014-2015 priv license		102.00	8/14/2014	
Dep 443754	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0051765	11845		MAIL FAST FORWARD (1)	2014-2015 priv license		30.00	8/14/2014	
Dep 443766	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001030	29910		FINISH LINE GUN & PAWN HARALSON'S BARBER SHOP,	2014-2015 priv license		20.00	8/14/2014	
Dep 443767	8/14/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001134	29991		BETTY K'S PLACE LICENSE	2014-2015 PRV LICENSE		500.00	8/14/2014	
Dep 443844	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30465		MC DONALD FUNERAL HOME,	2014-2015 PRV LICENSE		20.00	8/18/2014	
Dep 443879	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		00107		MID STREAM MARINE	2014-2015 priv license		30.00	8/18/2014	
Dep 444054	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0035296	00095		MOORE & POWELL,	2014-2015 priv license		30.00	8/18/2014	
Dep 444076	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002243	12763		DUNN'S AUTO SALES LLC,	2014-2015 priv license		30.00	8/18/2014	
Dep 444077	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002243	12763		MICKLES PICKLES	2014-2015 priv license		20.00	8/18/2014	
Dep 444078	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0010742	00037		SOUTH MISSISSIPPI URGENT CARE	2014-2015 priv license		30.00	8/18/2014	
Dep 444089	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001947	27722		ANYTIME FITNESS	2014-2015 priv license		20.00	8/18/2014	
Dep 444228	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007110	18972		C & H PEST CONTROL INC	2014-2015 priv license		20.00	8/18/2014	
Dep 444230	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007779	19697		PICAYUNE DRUG CO	2014-2015 priv license		30.00	8/18/2014	
Dep 444232	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001903	19498					33.00	8/18/2014	
Dep 444235	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0018652	25600					150.00	8/19/2014	
Dep 444238	8/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001258	03010							

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep	444239	8/15/2014	GENERAL FUND - Mail - Is	Check	123101507	27950		CHECK INTO CASH	2014-2015 priv license		20.00	8/18/2014	
Dep	444240	8/15/2014	GENERAL FUND - Mail - Is	Check	0001504	06529		STANEK	2014-2015 priv license		30.00	8/18/2014	
Dep	444241	8/15/2014	GENERAL FUND - Mail - Is	Check	0026416	30598		CHIROPRACTIC	2014-2015 priv license		20.00	8/18/2014	
Dep	444243	8/15/2014	GENERAL FUND - Mail - Is	Check	0006305	17342		1ST HERITAGE CREDIT	2014-2015 priv license		20.00	8/18/2014	
Dep	444246	8/15/2014	GENERAL FUND - Mail - Is	Check	0001790	27849		ADVANTAGE	2014-2015 priv license		20.00	8/18/2014	
Dep	444249	8/15/2014	GENERAL FUND - Mail - Is	Check	0010337	05576		FINANCIAL SERVICE,	2014-2015 PRIV		20.00	8/18/2014	
Dep	444251	8/15/2014	GENERAL FUND - Mail - Is	Check	0002813	28085		UNIFORM BY BALES,	LICENSE		20.00	8/18/2014	
Dep	444252	8/15/2014	GENERAL FUND - Mail - Is	Check	0014091	18276		CENTRAL FINANCIAL	LICENSE		20.00	8/18/2014	
Dep	444255	8/15/2014	GENERAL FUND - Mail - Is	Check	0037106	04200		SER	LICENSE		30.00	8/18/2014	
Dep	444257	8/15/2014	GENERAL FUND - Mail - Is	Check	0002478	15870		ACCESS MEDICAL	2014-2015 PRIV		50.00	8/18/2014	
Dep	444259	8/15/2014	GENERAL FUND - Mail - Is	Cash		30793		PICAYUNE FUNERAL	LICENSE		30.00	8/18/2014	
Dep	444262	8/15/2014	GENERAL FUND - Mail - Is	Check	0000563	18948		HOME	LICENSE		20.00	8/18/2014	
Dep	444263	8/15/2014	GENERAL FUND - Mail - Is	Check	0003315	27995		DATASTAR, INC	LICENSE		20.00	8/18/2014	
Dep	444264	8/15/2014	GENERAL FUND - Mail - Is	Check	0003311	25584		BARNUM, TONYA M	LICENSE		150.00	8/18/2014	
Dep	444269	8/15/2014	GENERAL FUND - Mail - Is	Check	0002948	19741		THE DELTA	LICENSE		20.00	8/18/2014	
Dep	444270	8/15/2014	GENERAL FUND - Mail - Is	Check	0001706	30330		PATHOLOGY GROUP,	LICENSE		20.00	8/18/2014	
Dep	444281	8/15/2014	GENERAL FUND - Mail - Is	Check	0026861	28823		MC DONALD'S 24592	LICENSE		20.00	8/18/2014	
Dep	444358	8/15/2014	GENERAL FUND - Mail - Is	Cash		28079		FASHIONS 4 U	LICENSE		20.00	8/18/2014	
Dep	444565	8/18/2014	GENERAL FUND - Mail - Is	Cash		30856		BAUMANN & COMPANY	LICENSE		30.00	8/18/2014	
Dep	444585	8/18/2014	GENERAL FUND - Mail - Is	Cash		00252		PLLC	LICENSE		30.00	8/18/2014	
Dep	444587	8/18/2014	GENERAL FUND - Mail - Is	Cash		28856		HAIR STUDIO 1402	LICENSE		30.00	8/18/2014	
Dep	444617	8/18/2014	GENERAL FUND - Mail - Is	Check	0005566	19273		LAKESHORE OF	LICENSE		36.00	8/18/2014	
Dep	444646	8/18/2014	GENERAL FUND - Mail - Is	Check	0001070	30396		PICAYUNE LLC	LICENSE		20.00	8/18/2014	
Dep	444650	8/18/2014	GENERAL FUND - Mail - Is	Check	0001085	28823		ALL AMERICAN CHECK	LICENSE		20.00	8/18/2014	
Dep	444653	8/18/2014	GENERAL FUND - Mail - Is	Check	0030458	28531		CASHING, INC	LICENSE		20.00	8/18/2014	
Dep	444654	8/18/2014	GENERAL FUND - Mail - Is	Check	0015198	06143		CARTEX, INC	LICENSE		20.00	8/18/2014	
Dep	444655	8/18/2014	GENERAL FUND - Mail - Is	Check	0001699	24786		TOP FLIGHT AVIATION	LICENSE		20.00	8/18/2014	
Dep	444656	8/18/2014	GENERAL FUND - Mail - Is	Check	0001207	27517		OF MISSISSIPPI, LLC	LICENSE		20.00	8/18/2014	
Dep	444659	8/18/2014	GENERAL FUND - Mail - Is	Check	0013030	04776		BILBREY, JIM	LICENSE		20.00	8/18/2014	
Dep	444661	8/18/2014	GENERAL FUND - Mail - Is	Check	0013029	05595		GO GET INVESTMENTS	LICENSE		20.00	8/18/2014	
								LLC	LICENSE		20.00	8/18/2014	
								CALES FARM SUPPLY	LICENSE		20.00	8/18/2014	
								(1)	LICENSE		20.00	8/18/2014	
								ALL PRO PROTECTIVE	LICENSE		20.00	8/18/2014	
								COATINGS, LLC	LICENSE		20.00	8/18/2014	
								BAROUSSE DESIGNS	LICENSE		20.00	8/18/2014	
								LICENSE	LICENSE		20.00	8/18/2014	
								FOREST RESOURCE	LICENSE		20.00	8/18/2014	
								CONSULTANTS, INC	LICENSE		30.00	8/18/2014	
								KEITH'S CAR CARE	LICENSE		35.00	8/18/2014	
								LICENSE	LICENSE		20.00	8/18/2014	
								ICHIBIAN BUFFET,	LICENSE		20.00	8/18/2014	
								LICENSE	LICENSE		20.00	8/18/2014	
								BARKER, SANDRA	LICENSE		40.00	8/18/2014	
								LICENSE	LICENSE		40.00	8/18/2014	
								TOBACCO DISCOUNT	LICENSE		40.00	8/18/2014	
								#17	LICENSE		40.00	8/18/2014	
								TOBACCO SHACK #3	LICENSE		40.00	8/18/2014	

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 444662	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0013031	04784		TOBACCO SHACK#1	2014-2015 PRIV LICENSE		50.00	8/19/2014	
Dep 444663	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002685	16267		GUY'S SUPER SOAKER	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444665	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0010696	27842		SOUTHERN BLDG ENTERPRISES INC	2014-2015 PRIV LICENSE		30.00	8/19/2014	
Dep 444667	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	100747659	05357		REGIONS FINANCIAL CORP	2014-2015 PRIV LICENSE		30.00	8/19/2014	
Dep 444669	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0021854	27776		1040 INC	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444672	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0021855	27630		1040 INC - FRONTAGE RD	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444674	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001212	17390		GIAISE GALLERY	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444675	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0005002	25295		HUEY STOCKSTILL INC	2014-2015 PRIV LICENSE		92.50	8/19/2014	
Dep 444677	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0061690	05330		CAR PARTS CENTER	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444678	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002507	26987		NORTH 11 DINER	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444679	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002795	26506		SUPER SOAKER EXPRESS #2	2014-2015 PRIV LICENSE		30.00	8/19/2014	
Dep 444681	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002056	16068		TOBACCO SHACK OFFICE	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444683	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002242	29472		HOLLYWOOD NAILS	2014-2015 PRIV LICENSE		20.00	8/19/2014	
Dep 444696	8/18/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0013666	10668		PIT STOP	2014-2015 priv license		35.00	8/19/2014	
Dep 444851	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Cash		30796		CHICK N STICK SOUL FOOD	2014-2015 priv license		20.00	8/20/2014	
Dep 445010	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0002492	20291		ORTIZ, ANGELA	2014-2015 PRIV LICENSE		20.00	8/20/2014	
Dep 445026	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0061273	28007		DIRT CHEAP, LLC	2014-2015 PRIV LICENSE		82.50	8/20/2014	
Dep 445028	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0003987	05436		POOCH PIT, THE	2014-2015 PRIV LICENSE		20.00	8/20/2014	
Dep 445031	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	3377440	27772		WALMART #970	2014-2015 PRIV LICENSE		1,855.00	8/20/2014	
Dep 445034	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0347800	06411		PICAYUNE CONVALESCENT LLC	2014-2015 PRIV LICENSE		150.00	8/20/2014	
Dep 445042	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0563591	24738		PICAYUNE HOME CARE	2014-2015 PRIV LICENSE		42.00	8/20/2014	
Dep 445045	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0363668	20299		PEARL RIVER DIALYSIS(I)	2014-2015 PRIV LICENSE		45.00	8/20/2014	
Dep 445048	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0729262	26072		MS TITLE LOANS	2014-2015 PRIV LICENSE		20.00	8/20/2014	
Dep 445050	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0729263	15760		MS TITLE LOANS	2014-2015 PRIV LICENSE		20.00	8/20/2014	
Dep 445051	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0108634	19108		COASTAL METAL WORKS LLC	2014-2015 PRIV LICENSE		80.00	8/20/2014	
Dep 445072	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	100097127	05584		BANK PLUS - MEMORIAL BLVD	2014-2015 priv license		45.00	8/20/2014	
Dep 445073	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	100097127	00017		BANK PLUS	2014-2015 priv license		30.00	8/20/2014	
Dep 445082	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0001064	27791		CARVER REALTY INC	2014-2015 priv license		20.00	8/20/2014	
Dep 445084	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0020970	27794		CPP LLC	2014-2015 priv license		30.00	8/20/2014	
Dep 445086	8/19/2014	GENERAL FUND - OPERATING	GENERAL FUND - Mail - Is	Check	0035122	27912		BALL HEATING & AIR	2014-2015 priv license		96.00	8/20/2014	

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep	445087	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0011336	27812		DAVIS REFRIG & ELECTRICAL INC	2014-2015 priv license		20.00	8/20/2014	
Dep	445089	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0305675	27762		DOMINO'S PIZZA #59172014-2015 priv license			30.00	8/20/2014	
Dep	445090	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0014811	01277		ROPER SUPPLY CO, LLC	2014-2015 priv license		112.50	8/20/2014	
Dep	445092	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0011586	11807		BABER'S LEASING INC	2014-2015 priv license		20.00	8/20/2014	
Dep	445095	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0002857	12165		LIBERTY TAX SERVICES	2014-2015 priv license		20.00	8/20/2014	
Dep	445103	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0002566	26752		BLUE SPRUCE ASSOCIATES - FLOATING	2014-2015 priv license		20.00	8/20/2014	
Dep	445105	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0009705	09442		DELTA DATA SYSTEMS	2014-2015 priv license		20.00	8/20/2014	
Dep	445106	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	207226598	14676		DOLLAR TREE #2451	2014-2015 priv license		50.00	8/20/2014	
Dep	445107	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	010116421	26554		KEESLER FEDERAL CREDIT UNION	2014-2015 priv license		45.00	8/20/2014	
Dep	445108	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	200058620	27834		REDBOX AUTOMATED RETAIL LLC - 1566 HWY 43	2014-2015 priv license		20.00	8/20/2014	
Dep	445110	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	200058620	27836		REDBOX AUTOMATED RETAIL LLC - 1701 HWY 43	2014-2015 priv license		20.00	8/20/2014	
Dep	445111	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	200058620	27768		REDBOX AUTOMATED RETAIL LLC	2014-2015 priv license		20.00	8/20/2014	
Dep	445113	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	200058620	27835		REDBOX AUTOMATED RETAIL LLC - 235 FRONTAGE RD	2014-2015 priv license		20.00	8/20/2014	
Dep	445120	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	200058620	27833		REDBOX AUTOMATED RETAIL LLC - 801 HWY 11	2014-2015 priv license		20.00	8/20/2014	
Dep	445122	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0569503	05588		ADVANCE AMERICA,CASH ADV CTR	2014-2015 priv license		20.00	8/20/2014	
Dep	445188	8/19/2014	GENERAL FUND - Mail - Is OPERATING	Check	0569503	27934		EXPRESS CHECK ADVANCE OF MS	2014-2015 priv license		20.00	8/20/2014	
Dep	445223	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0695470	27529		C SPIRE WIRELESS	2014-2015 PRIV LICENSE		75.00	8/21/2014	
Dep	445224	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0002218	27073		RUBY VIII-HOP STORE#3352	2014-2015 PRIV LICENSE		50.00	8/21/2014	
Dep	445226	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0014849	12974		WENDGULF LLC	2014-2015 PRIV LICENSE		40.00	8/21/2014	
Dep	445228	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0310027	27760		1ST LAKE PROPERTIES INC	2014-2015 PRIV LICENSE		20.00	8/21/2014	
Dep	445229	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0004147	27763		EDWARD L DONALDSON JR, DDS	2014-2015 PRIV LICENSE		30.00	8/21/2014	
Dep	445231	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0005875	27744		NEW ORLEANS FIREMEN'S FEDERAL CREDIT UNION	2014-2015 PRIV LICENSE		20.00	8/21/2014	
Dep	445234	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0060308	14960		SONIC	2014-2015 PRIV LICENSE		100.00	8/21/2014	
Dep	445236	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001386	06238		PEARSONS STEEL CONST	2014-2015 PRIV LICENSE		25.00	8/21/2014	
Dep	445239	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0237897	16867		STRATEGIC RESTAURANTS BK 5083	2014-2015 PRIV LICENSE		20.00	8/21/2014	
Dep	445240	8/20/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001662	15209		ATLAS MACHINE& M F G. UC	2014-2015 PRIV LICENSE		20.00	8/21/2014	

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 445242	8/20/2014	GENERAL FUND - OPERATING	Mail - Is	Check	6264510	27769		RITE AID PHARMACY #7222	2014-2015 PRIV LICENSE		455.00	8/21/2014	
Dep 445243	8/20/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028475	27843		MARVIN LACOSTE REPAIR SERVICE	2014-2015 PRIV LICENSE		20.00	8/21/2014	
Dep 445252	8/20/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		15426		GASECKI, LUCILLE P	2014-2015 priv license		20.00	8/21/2014	
Dep 445254	8/20/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0033821	29469		SOUTHERN BONE & JOINT SPECIALISTS, P.A.	2014-2015 priv license		30.00	8/21/2014	
Dep 445478	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30870		DARLENE'S ODDS & ENDS	2014-2015 PRIV LICENSE		20.00	8/22/2014	
Dep 445482	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006054	20155		GLASS PORCH (1)	2014-2015 PRIV LICENSE		25.00	8/22/2014	
Dep 445483	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0014843	19864		GUARINO	2014-2015 PRIV LICENSE		20.00	8/22/2014	
Dep 445488	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007047	05371		DISTRIBUTING CO. LLC	2014-2015 PRIV LICENSE		20.00	8/22/2014	
Dep 445505	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001012	03365		VARNADO REALTY	2014-2015 PRIV LICENSE		20.00	8/22/2014	
Dep 445625	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	500008504	30185		DILLARD, PEGGY	2014-2015 PRIV LICENSE		20.00	8/22/2014	
Dep 445627	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000839	25216		ECOATM, INC	2014-2015 priv license		20.00	8/22/2014	
Dep 445629	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000344	14621		N N C INVESTMENTS	2014-2015 priv license		20.00	8/22/2014	
Dep 445631	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0657344	14621		HIBBETT SPORTING GOODS #407	2014-2015 priv license		62.50	8/22/2014	
Dep 445633	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002051	19189		DANCEWEAR CONNECTION	2014-2015 priv license		20.00	8/22/2014	
Dep 445638	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Other	10622670377	24730		JUBILEE FOOD INC.	2014-2015 priv license		55.00	8/22/2014	
Dep 445650	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006656	06054		BUDDY'S BODY SHOP	2014-2015 priv license		30.00	8/22/2014	
Dep 445651	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000569	05077		O'CONNOR, DANIEL J	2014-2015 priv license		20.00	8/22/2014	
Dep 445652	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0036592	04206		MICKEY'S QUICK STOP	2014-2015 priv license		30.00	8/22/2014	
Dep 445653	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0036592	04764		MILLBROOK COUNTRY CLUB	2014-2015 priv license		30.00	8/22/2014	
Dep 445656	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0016330	03781		DOCK SIDE SEAFOOD	2014-2015 priv license		55.00	8/22/2014	
Dep 445658	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		24742		PANDA PALACE 2,	2014-2015 priv license		20.00	8/22/2014	
Dep 445660	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0021670	27976		NORTHLAKE HEMATOLOGY/ONCOLOGY	2014-2015 priv license		30.00	8/22/2014	
Dep 445662	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009893	27870		TITLE CASH OF LAUREL, INC	2014-2015 priv license		20.00	8/22/2014	
Dep 445663	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009892	27790		CAR TITLE LOANS OF AMERICA	2014-2015 priv license		20.00	8/22/2014	
Dep 445670	8/21/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003253	27927		DESLIE BONANO, LCSW	2014-2015 priv license		20.00	8/22/2014	
Dep 445742	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0011953	28651		CITY REXALL DRUGS, INC	2014-2015 priv license		40.00	8/22/2014	
Dep 445821	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002366	24200		DCT ENTERPRISES, LLC	2014-2015 priv license		45.00	8/26/2014	
Dep 445823	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001422	27213		RELIABLE WHOLESALES	2014-2015 priv license		20.00	8/26/2014	
Dep 445845	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0004866	14777		PAUL'S AUTO SALES OF PICAYUNE	2014-2015 priv license		20.00	8/26/2014	
Dep 445845	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002233	01890		HUCK JR, JOHN B	2014-2015 priv license		20.00	8/26/2014	

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Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep 445938	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001832	28621		LARRY'S DRY CLEANING BY LOUIS OF MS INC	2014-2015 PRIV LICENSE		20.00	8/26/2014
Dep 445940	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	3037708	27764		MURPHY USA #5529	2014-2015 PRIV LICENSE		50.00	8/26/2014
Dep 445941	8/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002413	10828		EL MARIACHI	2014-2015 PRIV LICENSE		85.00	8/26/2014
Dep 446266	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000985	30197		J'S AUTO SALES,	2014-2015 priv license		20.00	8/27/2014
Dep 446282	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	<none>		04767		MIKEY'S QUICK STOP #2			0.00	8/27/2014
Dep 446287	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002442	27775		SPIERS DUPLEX	2014-2015 PRIV LICENSE		20.00	8/27/2014
Dep 446302	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007168	25222		MS AEROSPACE CORP 1,	2014-2015 PRIV LICENSE		36.00	8/27/2014
Dep 446303	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003974	11521		MUSGROVE(2), TED	2014-2015 PRIV LICENSE		30.00	8/27/2014
Dep 446304	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002868	29052		RANDAL SUBWAY INC	2014-2015 PRIV LICENSE		20.00	8/27/2014
Dep 446305	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002868	25153		RANDAL PICAYUNE, INC. II,	2014-2015 priv license		20.00	8/27/2014
Dep 446306	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002868	24630		RANDAL PICAYUNE, INC.,	2014-2015 priv license		20.00	8/27/2014
Dep 446307	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002868	27915		RANDAL PICAYUNE INC#39440	2014-2015 priv license		20.00	8/27/2014
Dep 446309	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001059	00079		WEST CANAL FLORIST J E M,	2013-2014 priv license		24.00	8/27/2014
Dep 446310	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001059	00079		WEST CANAL FLORIST J E M,	2014-2015 priv license		20.00	8/27/2014
Dep 446311	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0802642	14785		PAYLESS #4685	2014-2015 priv license		25.00	8/27/2014
Dep 446312	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007346	19780		AMERICAN CASH ADVANCE	2014-2015 priv license		20.00	8/27/2014
Dep 446313	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002049	27933		FAILLA'S VITAL CARE	2014-2015 priv license		20.00	8/27/2014
Dep 446314	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002444	25026		G U S LLC 2-- STE. A-G,	2014-2015 priv license		20.00	8/27/2014
Dep 446315	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0010492	05532		PICAYUNE MONUMENT	2014-2015 priv license		20.00	8/27/2014
Dep 446316	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002557	27798		RHONDA M SANDERS LCSW, LLC	2014-2015 priv license		20.00	8/27/2014
Dep 446317	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006785	00194		REFLECTIONS BY PAMELA,	2014-2015 priv license		20.00	8/27/2014
Dep 446318	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0029440	16502		HARDEES	2014-2015 priv license		30.00	8/27/2014
Dep 446319	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0004798	04798		ELMWOOD MANOR APTS	2014-2015 priv license		20.00	8/27/2014
Dep 446320	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003236	27982		HUNTERS A/C REPAIR	2014-2015 priv license		20.00	8/27/2014
Dep 446321	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003236	27981		HUNTERS ELECTRIC	2014-2015 priv license		20.00	8/27/2014
Dep 446323	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006860	27773		DELISE CARPET & UPHOLSTERY CLEANING	2014-2015 priv license		20.00	8/27/2014
Dep 446324	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002874	27725		FUNDS MANAGEMENT INC	2014-2015 priv license		20.00	8/27/2014
Dep 446325	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0008048	27782		JIMMY'S MINI STORAGE NORTH	2014-2015 priv license		20.00	8/27/2014
Dep 446326	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0008049	27783		JIMMY'S MINI STORAGE SOUTH	2014-2015 priv license		20.00	8/27/2014

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City of Picayune
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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 446328	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001004	29666		LEE & ASSOCIATES	2014-2015 priv license		20.00	8/27/2014	
Dep 446329	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	2122778	29197		TRACTOR SUPPLY COMPANY # 1684	2014-2015 priv license		340.00	8/27/2014	
Dep 446330	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	102305434	16119		SHERWIN-WILLIAMS#2738	2014-2015 priv license		50.00	8/27/2014	
Dep 446331	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0015083	27741		HARRISON FINANCE	2014-2015 priv license		30.00	8/27/2014	
Dep 446332	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0023629	19627		ANIMAL HEALTH CLINIC	2014-2015 priv license		30.00	8/27/2014	
Dep 446333	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0011836	30407		CYPRESS GUNS AND AMMUNITION	2014-2015 priv license		40.00	8/27/2014	
Dep 446334	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0013880	28492		CYPRESS COVE BOATING CENTER LLC	2014-2015 priv license		380.00	8/27/2014	
Dep 446335	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001871	27766		PEDIATRIC SPEECH THERAPY	2014-2015 PRIV LICENSE		20.00	8/27/2014	
Dep 446336	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0075774	30794		WESTSTAR MORTGAGE CORP	2014-2015 PRIV LICENSE		20.00	8/27/2014	
Dep 446337	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003787	29192		SHELL NICHOLSON INC	2014-2015 PRIV LICENSE		40.00	8/27/2014	
Dep 446387	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001896	27487		KANDEE'S FROZEN YOGURT	2014-2015 PRIV LICENSE		20.00	8/27/2014	
Dep 446382	8/26/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002631	30879		JADE ENDEAVORS	2014-2015 PRIV LICENSE		20.00	8/27/2014	
Dep 446640	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		28083		CHAO KING 1	2014-2015 priv license		20.00	8/28/2014	
Dep 446677	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028567	13337		FIRST NATIONAL BANK (5)	2014-2015 PRIV LICENSE		20.00	8/28/2014	
Dep 446678	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028567	05599		FIRST NATIONAL BANK (4)	2014-2015 PRIV LICENSE		30.00	8/28/2014	
Dep 446708	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028567	04791		FIRST NATL BK NORTH	2014-2015 PRIV LICENSE		30.00	8/28/2014	
Dep 446709	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028567	03014		FIRST NATIONAL BANK (2)	2014-2015 PRIV LICENSE		134.00	8/28/2014	
Dep 446712	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005629	30431		STANFORD MOBILE HOMES	2014-2015 priv license		20.00	8/28/2014	
Dep 446714	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	100044496	05572		RADIO SHACK #9145	2014-2015 priv license		75.00	8/28/2014	
Dep 446715	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	332017591	30430		PROFESSIONAL PROBATION SERVICES	2014-2015 priv license		20.00	8/28/2014	
Dep 446716	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	1774931	08111		WAFLE HOUSE INC #968	2014-2015 priv license		87.00	8/28/2014	
Dep 446717	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0012202	04784		MILLBROOK COUNTRY CLUB	2014-2015 priv license		40.00	8/28/2014	
Dep 446721	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002890	24986		GNC VITAMIN STORE	2014-2015 priv license		20.00	8/28/2014	
Dep 446725	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		15970		FANTASTIC SAWS	2013-2014		36.00	8/28/2014	
Dep 446726	8/27/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		15970		FANTASTIC SAWS	2014-2015 priv license		30.00	8/28/2014	
Dep 446767	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		05274		DUCOTE, DOROTHY	2014-2015 priv license		20.00	8/29/2014	
Dep 446788	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0027241	25737		GENE'S TIRE CENTERS	2014-2015 PRIV LICENSE		25.00	8/29/2014	
Dep 446789	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	1762338	15915		O'REILLY AUTO PARTS	2014-2015 PRIV LICENSE		160.00	8/29/2014	
Dep 446791	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0208628	27767		GARDNER REALTORS	2014-2015 PRIV LICENSE		20.00	8/29/2014	
Dep 446792	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002096	28584		NEW BUFFET CITY USA, INC.	2014-2015 PRIV LICENSE		30.00	8/29/2014	

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Receipt#	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 446793	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002799	29456		PEARL RIVER COUNTY BOARD OF REALTORS	2014-2015 PRIV LICENSE		20.00	8/29/2014	
Dep 446794	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0011500	17832		LOPEZ SANTINI MD, ROBERT H	2014-2015 PRIV LICENSE		30.00	8/29/2014	
Dep 446796	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0108216	14421		FIRST NAT BK OF SO MS THE	2014-2015 PRIV LICENSE		30.00	8/29/2014	
Dep 446524	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	9292902	04788		WINN DIXIE #1477	2014-2015 priv license		575.00	8/29/2014	
Dep 446827	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Check	9292902	05440		WINN-DIXIE #1483	2014-2015 priv license		725.00	8/29/2014	
Dep 446836	8/28/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30881		JD'S COLLISION SPECIALISTS	2014-2015 PRIV LICENSE		20.00	8/29/2014	
Dep 446860	8/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003154	30410		FAITH ENTERPRISES OF MISSISSIPPI LLC	2014-2015 priv license		20.00	9/02/2014	
Dep 446893	8/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002640	00097		BODY WORKS GYM	2014-2015		30.00	9/02/2014	
Dep 446931	8/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0033198	00247		AMERICAN CRESSENT ELEVATOR MFG CORP	2014-2015 priv license		80.00	9/02/2014	
Dep 446933	8/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0036644	06269		BILLS QUICK STOP #3	2014-2015 priv license		77.50	9/02/2014	
											14,532.50		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING SEPTEMBER 16, 2014

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of August 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS AUGUST 2014				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
08/31/14	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS & RECORD CHECKS	08/31/14	APPROVED
08/29/14	TIFFANY HALFORD	ACCIDENT REPORT # 2014-07-2320	08/29/14	APPROVED
08/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-1605	08/29/14	APPROVED
08/29/14	LEXIS NEXIS	INCIDENT REPORT # 2014-08-1730	08/29/14	APPROVED
08/29/14	MONTY LIVINGSTON	RECORDS CHECK RONALD BRICKENS	08/29/14	APPROVED
08/29/14	CANDACE JOHN	ACCIDENT REPORT # 2014-08-1833	08/29/14	APPROVED
08/28/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 2	08/28/14	APPROVED
08/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-0504	08/27/14	APPROVED
08/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0816	08/27/14	APPROVED
08/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-1725	08/27/14	APPROVED
08/27/14	SAFWAY INSURANCE COMPANY	ACCIDENT REPORT # 2014-08-1205	08/27/14	APPROVED
08/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1530	08/27/14	APPROVED
08/27/14	JEFFREY TRITT	RECORDS CHECK	08/27/14	APPROVED
08/27/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1823	08/27/14	APPROVED
08/27/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-08-1209	08/27/14	APPROVED
08/27/14	FARM BUREAU	ACCIDENT REPORT # 2014-08-0922	08/27/14	APPROVED
08/27/14	GROVE TRANSIT	ACCIDENT REPORT # 2014-08-1520	08/27/14	APPROVED
08/27/14	TIMOTHY LACHNEY	RECORD'S CHECK	08/27/14	APPROVED
08/26/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-08-0999	08/26/14	APPROVED
08/26/14	AMERICAN FAMILY INSURANCE	ACCIDENT REPORT # 2014-08-0846	08/26/14	APPROVED
08/26/14	BREHM T BELL	ACCIDENT REPORT # 2014-08-0335	08/26/14	APPROVED
08/26/14	PRS INC	ACCIDENT REPORT # 2014-07-1755	08/26/14	APPROVED
08/25/14	DANA SMITH	ACCIDENT REPORT # 2014-08-1699	08/25/14	APPROVED
08/26/14	SENTRY INSURANCE	ACCIDENT REPORT # 2014-08-1069	08/26/14	APPROVED
08/26/14	CARDINAL MOVING SYSTEMS	ACCIDENT REPORT # 2014-07-2284	08/26/14	APPROVED
08/25/14	DANA SMITH	ACCIDENT REPORT # 2014-08-1699	08/25/14	APPROVED
08/25/14	LANA R LEE	ACCIDENT REPORT # 2014-08-1069	08/25/14	APPROVED
08/25/14	LEIGH GRIFFIN	ACCIDENT REPORT # 2014-08-1833	08/25/14	APPROVED
08/22/14	SARAH KELLAR	RECORDS CHECK	08/22/14	APPROVED
08/22/14	DANIEL LEE	ACCIDENT REPORT # 2014-03-0138	08/22/14	APPROVED
08/22/14	VICKI HOLCOMB	RECORDS CHECK	08/22/14	APPROVED
08/21/14	ALLAN M MOODY	INCIDENT REPORT # 2014-08-0176	08/21/14	APPROVED
08/21/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-1678	08/21/14	APPROVED
08/21/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-1073	08/21/14	APPROVED
08/21/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2320	08/21/14	APPROVED
08/21/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-1073	08/21/14	APPROVED
08/21/14	COLTON TREADWAY	INCIDENT REPORT # 2014-08-1606	08/21/14	APPROVED
08/20/14	NATASSIA POOLE	RECORD'S CHECK	08/20/14	APPROVED
08/20/14	ANTIONEET SMITH	INCIDENT REPORT # 2014-08-1180	08/20/14	APPROVED
08/20/14	ALICIA GOFF	ACCIDENT REPORT # 2014-08-1073	08/20/14	APPROVED
08/20/14	LATOYA BROWN	ACCIDENT REPORT # 2014-08-0999	08/20/14	APPROVED
08/19/14	UNITED STATES DISTRICT COURT	RECORD'S CHECK	08/19/14	APPROVED
08/19/14	JONATHAN CAGLE	RECORD'S CHECK	08/19/14	APPROVED
08/19/14	DEBBIE ADAMS	ACCIDENT REPORT # 2014-06-1530	08/19/14	APPROVED
08/18/14	NEKIA L PALMER	INCIDENT REPORT # 2014-08-1207	08/18/14	APPROVED
08/18/14	GLORIA OSER	INCIDENT REPORT # 2014-08-1060	08/18/14	APPROVED
08/18/14	SHAKEA KING	ACCIDENT REPORT # 2014-08-0877	08/18/14	APPROVED
08/18/14	DENNIS DOZIER	ACCIDENT REPORT # 2014-08-1197	08/18/14	APPROVED
08/18/14	TORY BEARD	RECORD'S CHECK	08/18/14	APPROVED
08/18/14	SANDRA SIMS	ACCIDENT REPORT # 2014-08-0831	08/18/14	APPROVED
08/15/14	MS FBI	RECORD'S CHECK	08/15/14	APPROVED

REGULAR MEETING SEPTEMBER 16, 2014

08/15/14	FARM BUREAU	ACCIDENT REPORT # 2014-07-2326	08/15/14	APPROVED
08/15/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-07-2083	08/15/14	APPROVED
08/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2314	08/15/14	APPROVED
08/15/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-0849	08/15/14	APPROVED
08/15/14	CHARLES HARRISON	ACCIDENT REPORT # 2014-07-2320	08/15/14	APPROVED
08/15/14	KAREN BRUMFIELD	ACCIDENT REPORT # 2014-08-1105	08/15/14	APPROVED
08/15/14	LUCINDA WILLIAMS	ACCIDENT REPORT # 2014-08-0831	08/15/14	APPROVED
08/15/14	LAMAR CO MDOC	ITEM # 2014-07-2109	08/15/14	APPROVED
08/13/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-0176	08/13/14	APPROVED
08/13/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2284	08/13/14	APPROVED
08/13/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-0362	08/13/14	APPROVED
08/13/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-06-2497	08/13/14	APPROVED
08/13/14	JEMIKA WILLIAMS	INCIDENT REPORT # 2014-06-1439	08/13/14	APPROVED
08/12/14	RENEE BOURGEOIS	ACCIDENT REPORT # 2014-07-2326 & 2014-08-0604	08/12/14	APPROVED
08/13/14	USDC SOUTHERN DISTRICT	RECORD'S CHECK	08/13/14	APPROVED
08/13/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 6	08/13/14	APPROVED
08/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-0-0494	08/12/14	APPROVED
08/12/14	ANGELA LAFRANCE	ACCIDENT REPORT # 2014-07-2161	08/12/14	APPROVED
08/12/14	NO POLICE DEPT	RECORD CHECK	08/12/14	APPROVED
08/12/14	DONNA AUSTIN	ACCIDENT REPORT # 2014-07-1823	08/12/14	APPROVED
08/11/14	EUNICE E LEWIS	RECORD'S CHECK	08/11/14	APPROVED
08/11/14	LINDSEY WALKER	RECORD'S CHECK	08/11/14	APPROVED
08/11/14	LAURA CRONEY	ACCIDENT REPORT # 2014-07-2310	08/11/14	APPROVED
08/08/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK	08/08/14	APPROVED
08/08/14	STEPHANIE RIMKUS	ACCIDENT REPORT # 2014-08-0454	08/08/14	APPROVED
08/07/14	MARCIA JONES	ACCIDENT REPORT # 2014-07-0887	08/07/14	APPROVED
08/07/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-07-1134	08/07/14	APPROVED
08/07/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1614	08/07/14	APPROVED
08/07/14	CONNIE FOWLER	ACCIDENT REPORT # 2014-08-0335	08/07/14	APPROVED
08/07/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2222	08/07/14	APPROVED
08/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-0106	08/06/14	APPROVED
08/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2284	08/06/14	APPROVED
08/06/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2158	08/06/14	APPROVED
08/06/14	SARA B JOHNSON	ACCIDENT REPORT # 2014-08-0376	08/06/14	APPROVED
08/06/14	MICHAEL WILSON	INCIDENT REPORT # 2014-07-2250	08/06/14	APPROVED
08/06/14	MILDRED DUCOTE	ACCIDENT REPORT # 2014-07-1755	08/06/14	APPROVED
08/05/14	DHS PEARL RIVER COUNTY	RECORD'S CHECK	08/05/14	APPROVED
08/05/14	OSCAR & NURIA ARIUS	#2 RECORD'S CHECK	08/05/14	APPROVED
08/05/14	BRITTANY MARLBOROUGH	RECORD'S CHECK	08/05/14	APPROVED
08/04/14	SHELANDE GUILLOTE	ACCIDENT REPORT # 2014-08-0176	08/04/14	APPROVED
08/01/14	HANCOCK CO YOUTH COURT	RECORD'S CHECK X 2	08/01/14	APPROVED
08/01/14	PRC YOUTH COURT	INCIDENT REPORT # 2014-07-2106	08/01/14	APPROVED
07/29/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1191	07/29/14	APPROVED
08/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1400	08/01/14	APPROVED
08/01/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-1208	08/01/14	APPROVED
08/01/14	TIFFANY CHERAMIE	ACCIDENT REPORT # 2014-07-2222	08/01/14	APPROVED
08/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-1115	08/01/14	APPROVED
08/01/14	FARM BUREAU	ACCIDENT REPORT # 2014-07-1848	08/01/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM SEPTEMBER 17 -23 AS CONSTITUTION WEEK

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve request from Picayune Chapter DAR to Proclaim the week of September 17 through 23 as Constitution Week.

**PROCLAMATION FOR CONSTITUTION WEEK
SEPTEMBER 17-23, 2014**

WHEREAS: September 17, 2014 marks the two hundred twenty-seventh Anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion, and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designation September 17 through 23 as Constitution Week,

NOW, THEREFORE I, Ed Pinero, by virtue of the authority vested in me as Mayor of the City of Picayune, Mississippi do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the Farmers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 16TH day of September of the year of our Lord two thousand fourteen.

Signed _____

SEAL

Attest _____

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE FINAL BUDGET AMENDMENTS FY 2014

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the final budget amendments FY 2014 for the General Fund, Economic Development Fund, Utility Fund and Cemetery Fund.



	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND	AMENDMENT #3 FY 2014 GENERAL FUND
RECEIPTS:				
LICENSE & PERMITS	701,000	701,000	701,000	787,000 Increase in Bldg Permits & Franchise Fees
INTERGOVERNMENTAL REVENUES	5,554,781	5,554,781	5,554,781	5,684,170 Increase in Sales Tax
CHARGES FOR SERVICES	23,550	23,550	23,550	6,050 Decrease in Property Cleanup Revenue
FINES & FORFEITS	396,900	396,900	396,900	335,900 Reduction in Court Fines
MISCELLANEOUS	20,500	20,500	20,500	36,350 Donations
TRANSFERS	74,879	74,879	74,879	74,879
INTEREST EARNINGS	20,000	20,000	20,000	20,000
PROCEEDS FROM LOANS				
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	6,791,610	6,791,610	6,791,610	6,944,349
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,056,287	2,056,287	2,056,287	2,056,287
TOTAL REVENUES	8,847,897	8,847,897	8,847,897	9,000,636
BEGINNING CASH RESERVE (CD)	957,006 1,500,000	957,006 1,500,000	957,006 1,500,000	1,605,711 Transfer of '06 Bond Cash & Final Print of City Hall 1,500,000
TOTAL FROM ALL SOURCES	\$ 11,304,903	11,304,903	11,304,903	12,106,347

EXPENDITURES:

GENERAL GOVERNMENT

	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND	AMENDMENT #3 FY 2014 GENERAL FUND
PERSONNEL	788,383	788,383	788,383	788,383
SUPPLIES	35,500	35,500	35,500	30,700
OTHER SERVICES & CHARGES	477,400	477,400	477,400	510,986
CAPITAL OUTLAY	0	40,000	40,000	184,350
TOTALS	1,301,283	1,301,283	1,341,283	1,514,119

PUBLIC SAFETY - POLICE

PERSONNEL	2,217,175	2,217,175	2,217,175	2,298,875
SUPPLIES	199,030	202,530	202,530	236,024
OTHER SERVICES & CHARGES	249,620	246,120	246,120	242,133
CAPITAL OUTLAY	16,225	16,225	16,225	16,225
TOTALS	2,682,050	2,682,050	2,682,050	2,793,257

PUBLIC SAFETY - FIRE

PERSONNEL	2,042,241	2,042,241	2,042,241	1,977,241
SUPPLIES	52,600	52,600	52,600	62,600
OTHER SERVICES & CHARGES	73,063	73,063	73,063	88,063
CAPITAL OUTLAY	0	24,000	24,000	24,000
TOTALS	2,167,904	2,167,904	2,191,904	2,151,904

PUBLIC WORKS

PERSONNEL	873,561	873,561	873,561	808,561
SUPPLIES	257,455	257,455	257,455	277,504
OTHER SERVICES & CHARGES	352,450	352,450	352,450	393,450
CAPITAL OUTLAY	0	10,000	10,000	10,000
TOTALS	1,483,466	1,483,466	1,483,466	1,489,515

GRANTS

CAPITAL OUTLAY	835,680	835,680	835,680	835,380
TOTALS	835,680	835,680	835,680	835,680

REGULAR MEETING SEPTEMBER 16, 2014

	ADOPTED FY 2014 GENERAL FUND	AMENDMENT #1 FY 2014 GENERAL FUND	AMENDMENT #2 FY 2014 GENERAL FUND	AMENDMENT #3 FY 2014 GENERAL FUND
AID TO OTHER GOVERNMENTS	24,880	24,880	24,880	24,880
TRANSFERS TO OTHER FUNDS	359,785	359,785	376,785	1,150,480
OTHER	0	0	0	0
TOTAL EXPENDITURES	8,855,048	8,865,048	8,946,048	9,959,935
ENDING CASH BALANCE	2,449,855	2,439,855	2,358,855	2,146,412
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 11,304,903	11,304,903	11,304,903	12,106,347

Increase to Debt Service - Payoff of '06 Bond

REGULAR MEETING SEPTEMBER 16, 2014



ADOPTED
ECONOMIC DEVELOPMENT FUND BUDGET
FY 2014 - INDUSTRIAL PARK

	ADOPTED FY 2014 ECONOMIC DEV FUND	AMEND #1 ECONOMIC DEV FUND	
RECEIPTS:			
INTERGOVERNMENTAL REVENUES	160,000	160,000	
LEASES/RENT	67,875	67,875	
INTEREST EARNED	250	250	
SALE OF LOTS	0	0	
TRANSFERS	0	0	
TOTAL REVENUES	228,125	228,125	
BEGINNING CASH	329,488	329,488	
TOTAL FROM ALL SOURCES	\$ 557,613	557,613	
EXPENDITURES:			
PERSONNEL	\$ 17,532	17,532	
SUPPLIES	0	0	
OTHER SERVICES & CHARGES	0	13,000	Heritage Plastics - Closing/Survey Costs
CAPITAL OUTLAY	200,000	200,000	
TOTALS	217,532	230,532	
TOTAL EXPENDITURES	217,532	230,532	
ENDING CASH BALANCE	340,081	327,081	
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 557,613	557,613	

REGULAR MEETING SEPTEMBER 16, 2014



UTILITY FUND
FY 2014
ADOPTED BUDGET

	ADOPTED FY 2014 UTILITY FUND	BUDGET AMEND #1	BUDGET AMEND #2	
RECEIPTS:				
INTERGOVERNMENTAL REVENUES	\$ 99,000	99,000	99,000	
CHARGES FOR UTILITY SERVICES	4,389,753	4,389,753	4,824,753	Increase in Metered Sales for Natural Gas/Garbage Revenue
MISCELLANEOUS	283,000	283,000	380,039	Norwood-Magnolia Utility Relocate Project & Sale of Equipment
INTEREST EARNINGS	7,500	7,500	11,700	Reflect interest from Revenue Bond Proceeds
TRANSFERS	0	0	0	
PROCEEDS FROM LOANS	0	0	0	
TOTAL REVENUES	4,779,253	4,779,253	5,315,492	
BEGINNING CASH	2,140,281	2,140,281	2,140,281	
CASH RESTRICTED-REVENUE BOND MONEY	3,000,000	3,000,000	3,000,000	
TOTAL FROM ALL SOURCES	\$ 9,919,534	9,919,534	10,455,773	
EXPENDITURES:				
UTILITY ADMINISTRATION				
PERSONNEL	\$ 595,519	595,519	595,519	
SUPPLIES	30,000	30,000	30,000	
OTHER SERVICES & CHARGES	220,250	220,250	197,250	Reclass to Water Services (Public Utilities)
CAPITAL OUTLAY	0	0	0	
TOTALS	845,769	845,769	822,769	
DIRECTOR OF PUBLIC WORKS				
PERSONNEL	\$ 161,940	161,940	161,940	
SUPPLIES	15,930	15,930	15,930	
OTHER SERVICES & CHARGES	77,483	77,483	100,483	MDOH Water Testing (2 years)
CAPITAL OUTLAY	2,000	37,500	37,500	
TOTALS	257,353	292,853	315,853	

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REGULAR MEETING SEPTEMBER 16, 2014

	ADOPTED FY 2014 UTILITY FUND	BUDGET AMEND #1	BUDGET AMEND #2	
WATER OPERATIONS				
PERSONNEL	\$ 388,956	388,956	388,956	
SUPPLIES	183,666	183,666	202,666	Increase in Utility Supplies
OTHER SERVICES & CHARGES	110,572	110,572	140,572	Reclass from Utility Admin.
CAPITAL OUTLAY	54,992	54,992	117,812	
TOTALS	738,186	738,186	850,006	
GAS OPERATIONS				
PERSONNEL	\$ 319,368	319,368	319,368	
SUPPLIES	1,092,494	1,092,494	1,392,494	Increase in natural gas costs
OTHER SERVICES & CHARGES	100,411	100,411	100,411	
CAPITAL OUTLAY	3,000,000	3,000,000	3,000,000	
TOTALS	4,512,273	4,512,273	4,812,273	
GARBAGE				
PERSONNEL	\$			
SUPPLIES				
OTHER SERVICES & CHARGES	810,000	810,000	897,500	Increase in billing
CAPITAL OUTLAY				
TOTALS	810,000	810,000	897,500	
COST OF LIVING RAISES				
DEBT PAYMENTS	\$ 515,672	515,672	515,672	
AID TO OTHER GOVERNMENTS				
TRANSFER TO CONTINGENCY FUNDS	100,000	100,000	100,000	
OTHER				
TOTAL EXPENDITURES	7,779,253	7,814,753	8,314,073	
ENDING CASH BALANCE	2,140,261	2,104,781	2,141,700	
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 9,919,534	9,919,534	10,455,773	



**CEMETERY FUND
FY 2014
ADOPTED BUDGET**

		ADOPTED FY 2014 CEMETERY FUND	AMEND #1 CEMETERY FUND
RECEIPTS:			
SALE OF LOTS	\$	20,000	20,000
MISCELLANEOUS		300	300
INTEREST INCOME		250	250
TRANSFERS		69,000	69,000
		<hr/>	
TOTAL REVENUES		89,550	89,550
BEGINNING CASH - OPERATING		74,677	74,677
BEGINNING CASH - RESTRICTED		235,000	235,000
		<hr/>	
TOTAL FROM ALL SOURCES	\$	<u>399,227</u>	<u>399,227</u>

EXPENDITURES:

PERSONNEL	\$ *	69,644	69,644
SUPPLIES		7,880	7,880
OTHER SERVICES & CHARGES		3,269	3,269
CAPITAL OUTLAY		7,200	115,377 C/O from FY 2013 - Cemetery Expansion Project
		<hr/>	
TOTALS		87,993	196,170
		<hr/>	
COST OF LIVING RAISES	\$	0	0
DEBT PAYMENTS		0	0
AID TO OTHER GOVERNMENTS		0	0
TRANSFERS TO OTHER FUNDS		0	0
OTHER		0	0
		<hr/>	
TOTAL EXPENDITURES		87,993	196,170
		<hr/>	
ENDING CASH BALANCE		311,234	203,057
		<hr/>	
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$	<u>399,227</u>	<u>399,227</u>

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR RETIREMENT DIRECTOR

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Retirement Director to attend the annual American Association of Retirement Communities Conference in Memphis, TN.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTIONS TO ASSESS TAX LIENS IN THE OFFICE OF THE PRC TAX COLLECTOR AND A LIEN IN THE PRC CIRCUIT CLERKS OFFICE AND TO IMPOSE PENALTY AS PER HOUSE BILL 768 JULY 1, 2009 AND AUTHORIZE MAYOR TO SIGN THE FOLLOWING PARCELS

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve Resolutions to Assess Tax Liens in the office of the PRC Tax Collector and a lien in the PRC Circuit Clerk's office and to impose penalty as per House Bill 768 July 1, 2009 and authorize Mayor to sign said resolutions.

BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

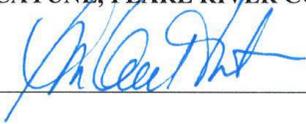
A: Parcel No: 6175220020200900
B: PPIN No: 025404
C: Deed Book 1013/0443
D: Owner: Nathaniel Furgurson
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$585.00.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

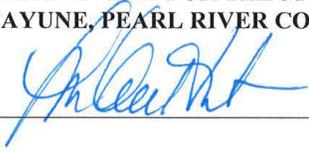
A: Parcel No: 6176140040404400
B: PPIN No: 026983
C: Deed Book 1041/0165
D: Owner: Tommy Lee ford/Stacy Walker
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$738.00.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:
 - A: Parcel No: 6176230020401300
 - B: PPIN No: 027268
 - C: Deed Book 791/64
 - D: Owner: Summers Land & Cattle
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$570.75.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6175150030101101
B: PPIN No: 37830
C: Deed Book 919/554
D: Owner: Stone Treated Materials
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$3950.00
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

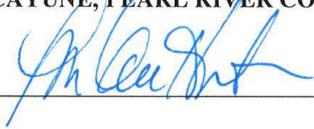
A: Parcel No: 6176140030202300
B: PPIN No: 026577
C: Deed Book 235/277
D: Owner: Anise Bennett Asher
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$733.42.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

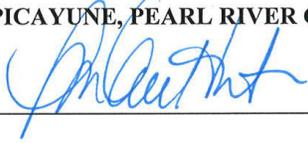
A: Parcel No: 6176140020503200
B: PPIN No: 026382
C: Deed Book 874/584
D: Owner: Marvin E Williams ETUX
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$1,534.00.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the ____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY LIMITS OF THE MUNICIPALITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:

ABSTRACT OF LEIN ASSESSMENT

- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**

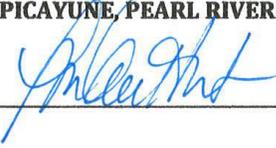
A: Parcel No: 6171110010402100
B: PPIN No: 022087
C: Deed Book 301/435
D: Owner: Dale A Smith ETUX
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$950.00.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

**THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)**

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the ____ day of _____, A.D., 2014.

**CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI**



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 61752200301010000
B: PPIN No: 025640
C: Deed Book 899/436
D: Owner: Gary Logue
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$1,545.50.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 6171010010206200**
 - B: PPIN No: 021649**
 - C: Deed Book 1015/654**
 - D: Owner: Dianna Riggs**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$772.00.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY LIMITS OF THE MUNICIPALITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6176140030400500, 6176140030400501
B: PPIN No: 026648/54652
C: Deed Book 764/500 - 615/384
D: Owner: Alice Tresch
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$1,543.50.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the ____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

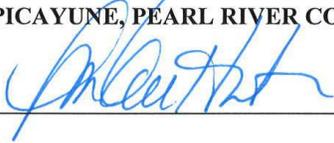
A: Parcel No: 6171110030201700
B: PPIN No: 022235
C: Deed Book 1041/0522
D: Owner: Richard Ehrenbard
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$17,452.62.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MUNICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

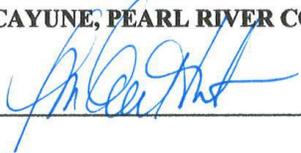
- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 6175220020404400**
 - B: PPIN No: 025479**
 - C: Deed Book 524/1**
 - D: Owner: Sheri D. Travis**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$918.99.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF PICAYUNE
PEARL RIVER COUNTY, MISSISSIPPI**

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY LIMITS
OF THE MUNICIPALITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI,
PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 6176140030203100**
 - B: PPIN No: 026585**
 - C: Deed Book 1020/0592**
 - D: Owner: Aubrey E. Watson or Gates Farm, LLC**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$1,413.94.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the ____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF PICAYUNE
PEARL RIVER COUNTY, MISSISSIPPI**

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY LIMITS
OF THE MUNICIPALITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI,
PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6172100030301200
B: PPIN No: 023120
C: Deed Book 612/454
D: Owner: Thomas A Shaw Jr. C/O Robert Shaw
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$884.00.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the ____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF PICAYUNE

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY LIMITS OF THE MUNICIPALITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 61752100202004000
B: PPIN No: 025080
C: Deed Book 558/408
D: Owner: Jannette Bounds
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$2,033.00.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the ____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

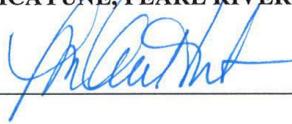
- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 6176140040101000**
 - B: PPIN No: 026812**
 - C: Deed Book 296/470**
 - D: Owner: Tommy J Haralson**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$1,322.00.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

A: Parcel No: 6176140010804000
B: PPIN No: 026200
C: Deed Book 202/24
D: Owner: Lennie Bridges
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$2,146.08.
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 6175150040901000**
 - B: PPIN No: 024707**
 - C: Deed Book 899/489**
 - D: Owner: Elosis Lamar**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$750.00.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

**THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)**

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

**CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI**



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 617515002020100**
 - B: PPIN No: 024086**
 - C: Deed Book 865/1**
 - D: Owner: Latoya M Harry**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$625.00.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

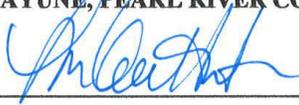
- 1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:**
- 2. The real property against which such lien was assessed is described as follows:**
 - A: Parcel No: 6172040000300500**
 - B: PPIN No: 022830**
 - C: Deed Book 385/174**
 - D: Owner: Doris Naquin**
- 3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$1552.99.**
- 4. The date the lien was assessed against the subject real property was _____, 2014.**
- 5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.**

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



**BEFORE THE MAYOR AND CITY COUNCIL OF THE MUNICIPALITY OF
PICAYUNE**

PEARL RIVER COUNTY, MISSISSIPPI

IN RE:

**THAT CERTAIN TRACT OF REAL PROPERTY LOCATED INSIDE THE CITY
LIMITS OF THE MINICIPALITY OF PICAYUNE, PEARL RIVER COUNTY,
MISSISSIPPI, PARCEL NO., ASSESSED TO OWNERS:**

ABSTRACT OF LEIN ASSESSMENT

1. Pursuant to the authority conferred upon the Mayor and City Council in and for the Municipality of Picayune, Pearl River County, Mississippi, pursuant to Miss. Code Ann.21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune, a lien was assessed against the following described real property, to-wit:
2. The real property against which such lien was assessed is described as follows:

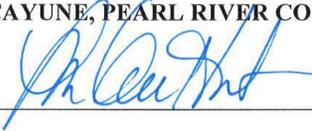
A: Parcel No: 6175150030300301
B: PPIN No: 024384
C: Deed Book 637/655
D: Owner: Mary Thomas
3. The amount of the lien assessed against the subject real property, inclusive of costs, interest and/or penalties is \$4,350.00
4. The date the lien was assessed against the subject real property was _____, 2014.
5. The lien was assessed against the subject property in accordance with Miss. Code Ann 21-19-11, as amended, and any other authority conferred upon the Municipality of Picayune. That an abstract and notice of said lien is being filed upon the judgment Rolls of the Circuit Clerk of Pearl River County, Mississippi as allowed by law.

THE STATE OF MISSISSIPPI)
COUNTY OF PEARL RIVER)

I, the undersigned City Clerk in and for the Municipality of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the above is a true and correct abstract statement of the lien assessed against the above described real property, as the same appears of record in my office, showing the parcel number of the subject real property, the amount of the lien assessed thereon by the Mayor and City Council, the date of such assessment, and that said lien is in full force and effect not having been satisfied and/or otherwise disposed of as appears from the records of said Mayor and City Council.

GIVEN UNDER MY HAND AND SEAL of said Court, in the Municipality of Picayune, Pearl River County, Mississippi, this the _____ day of _____, A.D., 2014.

CITY CLERK IN AND FOR THE MUNICIPALITY
OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI



The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON CINTAS STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize Mayor's signature on Cintas Standard Uniform Rental Service Agreement.



FACILITIES SOLUTIONS AGREEMENT

Location No. 240

Contract No. 9718

Customer No. _____

Main Corporate Code → 50716
Tile & Carpet Corporate Code → 50717

Date 10-16-2014

Phone 601-798-7292

Customer/Participating Agency City of Picayune

Address 815 Beech Street City Picayune State MS Zip 39466

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
259	Pao Knit	.271
270	Caqon Pant	.326
330	Cotton Work Shirt	.245
340	Cotton Work Pant	.344
935	Combat Shirt	.183
945	Combat Pant	.209

- This agreement is effective as of this date 10-16-2014, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
 - Name Emblem \$ 1.529 ea • Company Emblem \$ 2.50 ea
 - Customer Emblem \$ _____ ea • Embroidery \$ 3.50 ea
 - COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
 - Credit Terms -- Charge Payments due 10 Days After End of Month
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
 - Minimum Charge \$ 20.00 per delivery.
 - Make-Up charge \$ 1.529 per garment.
 - Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 1.53 per garment.
 - Seasonal Sleeve Change \$ 2.00 per garment.
 - Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
 - Shop towel container \$ _____ per week.
 - Artwork Charge for Logo M 1 \$ 0
 - Uniform Storage Lockers: \$ 3.57 ea/week, Laundry Lock-up: \$ 3.57 ea/week Shipping: \$ 0
 - Service Charge \$ 0 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employees size changed within 4 weeks of installation.
 - Other: Uniform Advancing, etc.

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	9025	Carton Roll Towel Refill			6.42
	9110	JRT Toilet Paper Refill			4.58
	84035	3X10 Black Mat			2.996
	84335	3X5 Black Mat			2.078
	84435	4X6 Black Mat			2.517

- *Indicated bundled items/services
- Initial and check box if Unlease. All Garments will be cleaned by customer
 - Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
 - Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No.: 240 Please Sign Name Edward Pineda
By: Bryan Winters Please Print Name _____
Title: Service Manager Please Print Title _____

REGULAR MEETING SEPTEMBER 16, 2014

Accepted-GM: _____ Email: _____

US Communities Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars and sixty-seven cents (\$35.67) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

REGULAR MEETING SEPTEMBER 16, 2014

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT CONVEYANCE OF 10 FOOT DRAINAGE EASEMENT AT 1601 WEST FOURTH AVE

SUBJECT to all local, state and federal land use laws.

SUBJECT TO any and all prior reservations or conveyances of the oil, gas and minerals in, on or under the above described lands of record.

SUBJECT TO any easements or reservations and all rights-of-way and/or easements for public utilities found of record in the Land Deed Records of Pearl River County.

SUBJECT TO any valid existing oil, gas or mineral leases of record.

Sarah Harrison
SARAH HARRISON

THOMAS W. HARRISON

AGREED TO AND ACCEPTED by The City of Picayune, a Mississippi Municipal Corporation.

Ed Pinero
ED PINERO, Mayor
The City of Picayune
A Mississippi Municipal Corporation

Amber Hinton
AMBER HINTON, City Clerk
The City of Picayune
A Mississippi Municipal Corporation

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY came and appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, the within named, **SARAH HARRISON AND THOMAS W. HARRISON**, who acknowledged that she/he/they signed, executed and delivered the foregoing Utility Easement and/or Right-of-Way Deed on the day, in the year, and for the purposes therein contained after having been duly authorized so to do.

GIVEN under my hand and official seal of office, upon this, the 11 day of September, A.D., 2014.

Leslie Leann Smith
NOTARY PUBLIC


My commission expires:
November 7, 2017

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **ED PINERO and AMBER HINTON**, who acknowledged to me that they are the Mayor and City Clerk, respectively, of **The City of Picayune**, A Mississippi Municipal Corporation, and that for and on behalf of said corporation, and as its act and deed, they signed, executed and delivered the foregoing Quitclaim Deed on the day, in the year, and for the purposes therein contained after first having been duly authorized by said corporation to do so.

GIVEN under my hand and official seal of office, upon this, the 18 day of September, A.D., 2014.

Leslie Leann Smith

NOTARY PUBLIC

My commission expires:

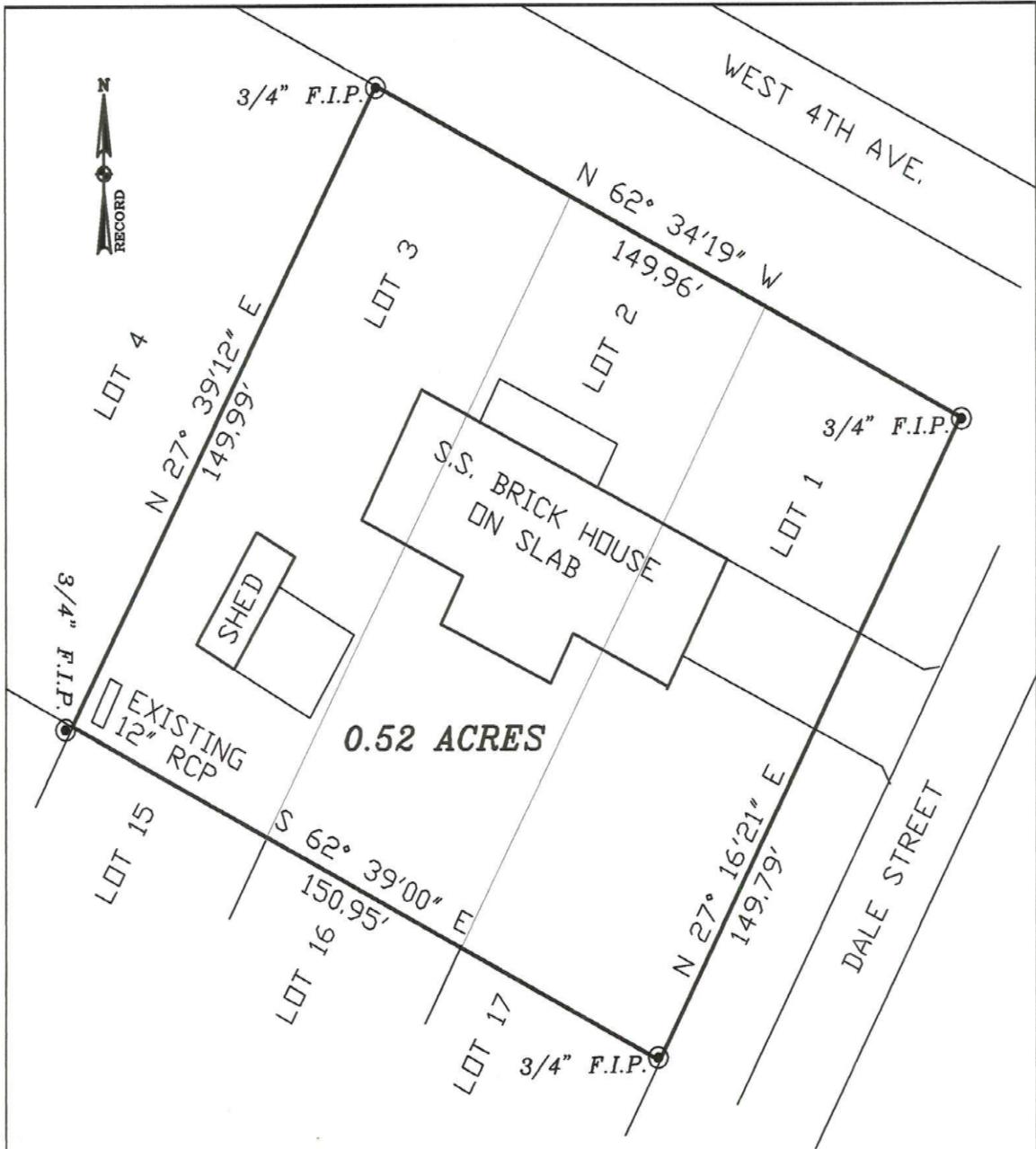
Nov 7, 2017



Exhibit "A"

The West ten (10) feet of Lot 3, Block 32, of the Williams Goodyear Addition to the Town (Now City) of Picayune, Pearl River County, Mississippi, according to map or plat thereof on file in the office of the Chancery Clerk of Pearl River County, Mississippi.

REGULAR MEETING SEPTEMBER 16, 2014



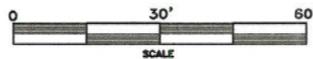
CERTIFICATE: This is to certify that I have made a survey of the following described property and that said survey is true and correct to the best of my knowledge and belief.

DESCRIPTION: Lots 1, 2 and 3 of Block 32, of the Williams Goodyear Addition in the City of Picayune, Pearl River County, Mississippi. This parcel contains 0.52 acres more or less.

REFERENCE MATERIAL:

(1) DB 1017, PG 801-802

- ⊙ F.I.P. Found (as listed)
- S.I.P. Set 3/8" Rebar



HATTAWAY ENGINEERING INC. P.O. BOX 363 CARRIERE, MISSISSIPPI 39426		
SCALE: 1" = 30'	APPROVED BY: DAVID L. HATTAWAY	DRAWN BY: DLH
DATE: 08/15/15	CLASS "C" SURVEY	
SURVEY FOR: SARAH & THOMAS HARRISON		
DAVID L. HATTAWAY, P.E. NO. 12611 P.L.S. NO. 3018		DRAWING NO.: 8/15/15

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE SUMMARY CHANGE ORDER # 2 FEMA PROJECT NO. DR-1604-MS-0332

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve Summary Change Order #2 FEMA Project No. DR-1604-MS-0332.

REGULAR MEETING SEPTEMBER 16, 2014

Contract Change Order

OWNER: Pearl River County Utility Authority
 CONTRACTOR: Gulf Coast Custom Homes, LLC
 DATE: September 10, 2014
 CHANGE ORDER #: 2
 PROJECT NAME: FEMA Project No. DR-1604-MS-0332
 REASON FOR CHANGE: Adjust quantities to reflect actual as built quantities.

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

Item No.	Description of Change	Unit	Original Quantity	Final Quantity	Unit Cost	Total Contract Cost Difference
Monroe Branch						
S-200-A	Mobilization	LS	1	1	\$ 15,000.00	\$ -
S-201-A	Clearing & Grubbing	LS	1	1	\$ 31,000.00	\$ -
S-202-D1	Removal of Gunite	SY	1,440	1,440	\$ 8.15	\$ -
S-203-A2	Unclassified Excavation (F.M.)	CY	240	388	\$ 23.13	\$ 3,423.24
S-203-EI3	Borrow Excavation (Contractor Furnished) (P.M.)	CY	233	150	\$ 40.67	\$ (3,375.61)
S-203-F4	Channel Excavation (P.M.)	CY	1,150	1,150	\$ 21.00	\$ -
S-226-A5	Solid Sodding	SY	378	970	\$ 13.23	\$ 7,832.16
S-232-A6	Geotextile Stabilization, Type V	SY	720	1,264	\$ 1.81	\$ 984.64
S-310-C-17	Stabilizer Aggregate, Fine (LVM)	CY	324	524	\$ 45.87	\$ 9,182.72
S-601-A	Class B Structural Concrete	CY	378	382	\$ 250.14	\$ 875.49
*S-602-A8	Reinforcing Steel	LB	13,854	13,854	\$ 1.98	\$ -
S-603-6-A	15" RCPC, Class III	LF	24	16	\$ 177.08	\$ (1,416.64)
WFR	Wooden Fence Replacement	LF	147	387	\$ 23.81	\$ 5,714.40
CLFR	Chain Link Fence Replacement	LF	153	70	\$ 23.53	\$ (1,952.99)
Alligator Branch (Ausbom Road)						
S-201-A	Clearing & Grubbing	LS	1	1	\$ 13,550.00	\$ -
S-202-B	Remove & Salvage 30 L.F. 59"x36" C.M. Culvert	LS	1	1	\$ 2,950.00	\$ -
S-202-D	Removal of Pavement (All Depths)	SY	16	16	\$ 225.00	\$ -
S-208-A	Light Linear Grading	STA	4	4	\$ 736.84	\$ -
S-226-A	Solid Sodding	SY	80	75	\$ 19.38	\$ (96.90)
S-304-A	Granular Material (LVM) Class 9, Group B	CY	50	48	\$ 67.00	\$ (134.00)
S-304-C	Crushed Stone Size 610 (LVM)	CY	18	17	\$ 177.22	\$ (191.40)
S-310-C-1	Stabilizer Aggregate, Fine (LVM)	CY	37	36	\$ 70.73	\$ (94.78)
S-403-A	Hot Mix Asphalt, ST, 9.5 mm	TON	8	11	\$ 518.75	\$ 1,379.88
S-603-C-D	65"x40" R.C.A.PC	LF	40	40	\$ 270.00	\$ -
S-603-C-E	65"x40" R.C.A. FES	EA	2	2	\$ 3,650.00	\$ -
Change Order #1						
CO1	Sewer Main Adjustment	LS	1	1	\$ 2,500.00	\$ -
Change Order #2						
CO2	Removal of Tree	LS	0	1	\$ 1,200.00	\$ 1,200.00
This Contract Change:						\$ 23,330.20
Original Contract Amount:						\$ 307,270.61
Current Contract Amount:						\$ 309,770.61
Revised Contract Amount:						\$ 333,100.81
Current Completion Date:						10/3/2014
Time Extension Required By Change:						0
Revised Contract Completion Date:						10/3/2014

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

Recommend By: [Signature] Engineer Date: 9/10/2014
 Accepted By: [Signature] Contractor Date: Sept. 10 2014
 Approved By: [Signature] Owner Date: 9/16/2014

O:\1700C\069\Documents\Contract Documents\Change Orders\CCO #2 - FEMA Project No. DR-1604-MS-0332 - Summary.xlsx

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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 7, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

Opening prayer was given by 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 Valente to approve the Minutes for the City of Picayune dated September 16, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Gouguet, seconded by Council Member Valente to acknowledge receipt of monthly budget report for the month of September 2014.

AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014

Run: 10/02/2014 at 2:50 PM

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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						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	600,000	0	0	600,000	(600,000)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	3,825	87,976	78,660	9,316	112
351-000-341.02-000-000 GROUND LEASES	12,480	40	12,520	12,480	40	100
351-000-374.00-000-000 FUEL SALES	6,000	345	3,921	6,000	(2,079)	65
Total Revenues	697,140	4,210	104,417	697,140	(592,723)	15
Expenditures						
Airport Expenses						
PERSONNEL	57,519	4,090	53,183	57,519	4,336	92
SUPPLIES	500	21	212	500	288	42
OUTSIDE SERVICES	55,640	1,816	32,238	55,640	23,402	58
CAPITAL OUTLAY	660,000	0	36,300	660,000	623,700	6
Total Airport Expenses	773,659	5,927	121,933	773,659	651,726	16
Total Expenditures	773,659	5,927	121,933	773,659	651,726	16
Excess Revenue Over (Under) Expenditures	(76,519)	(1,717)	(17,516)	(76,519)	(1,244,449)	(23)

CF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 9/30/2014

Run: 10/02/2014 at 2:50 PM

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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	300	60	1,511	300	1,211	504
406-000-340.00-000-000 INTEREST INCOME	250	0	283	250	33	113
405-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	64,417	69,000	(4,583)	93
406-000-392.00-000-000 SALE OF LOTS	20,000	1,853	26,106	20,000	6,106	131
Total Revenues	89,550	7,863	92,317	89,550	2,767	103
Expenditures						
Cemetery Expenses						
PERSONNEL	66,644	3,589	48,762	69,644	20,882	70
SUPPLIES	7,880	3,021	8,656	7,880	(776)	110
OUTSIDE SERVICES	3,269	277	1,731	3,269	1,538	53
CAPITAL OUTLAY	76,300	0	117,173	76,300	(40,873)	154
Total Cemetery Expenses	157,093	6,887	176,322	157,093	(19,229)	112
Total Expenditures	157,093	6,887	176,322	157,093	(19,229)	112
Excess Revenue Over (Under) Expenditures	(67,543)	776	(84,005)	(67,543)	21,996	(124)

**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014**

Run: 10/02/2014 at 2:50 PM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	250	0	846	250	596	338
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	0	16,854	0	16,854	0
110-043-341.00-000-000 RENT	48,790	0	0	48,790	(48,790)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	0	0	1	0	1	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	19,085	0	0	19,085	(19,085)	0
110-043-341.04-000-000 LAND LEASE - SHALE SUPPORT SERV	0	19,086	19,086	0	19,086	0
110-043-392.00-000-000 SALE OF LOTS-IND PARK	0	160,800	160,800	0	160,800	0
110-402-260.00-000-000 SALES TAX-TOURISM	440,000	36,820	423,477	440,000	(16,523)	96
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	340	4,155	2,500	1,655	166
110-402-314.03-000-000 PARK FIELD RENTAL FEES	0	0	4,620	0	4,620	0
110-402-314.06-000-000 PARK TOURNAMENT FEES	1,000	0	550	1,000	(450)	55
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	900	100	800	900
110-402-340.00-000-000 INTEREST INCOME-TOURISM	500	0	244	500	(256)	49
110-402-346.00-000-000 DONATIONS	0	0	2,020	0	2,020	0
110-402-355.00-000-000 MISC INCOME	0	0	3,585	0	3,585	0
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	45,000	0	45,000	45,000	0	100
Total Revenues	557,225	217,046	682,138	557,225	124,913	122
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	0	1,918	14,741	0	(14,741)	0
CAPITAL OUTLAY	1,000	0	800	1,000	200	80
Total Sale of Lots Expenses	1,000	1,918	15,541	1,000	(14,541)	1,554
Recreation Expenses						
PERSONNEL	127,352	8,721	116,108	127,352	11,244	81
SUPPLIES	52,500	1,837	52,384	52,500	116	100
OUTSIDE SERVICES	115,000	6,620	100,119	115,000	14,881	87
CAPITAL OUTLAY	20,360	469	13,745	20,360	6,615	68
Total Recreation Expenses	315,212	17,647	282,356	315,212	32,856	90
Retirement/Development Expenses						
Total Expenditures	316,212	19,565	297,897	316,212	18,315	94
Excess Revenue Over (Under) Expenditures	241,013	197,481	384,241	241,013	106,598	159

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GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014

Run: 10/02/2014 at 2:51 PM

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	1,299,183	100,987	1,311,729	1,299,183	12,546	101
001-000-201.00-000-000 AUTO AND MOBILE HOME	225,871	20,671	228,818	225,871	2,947	101
001-000-202.00-000-000 PERSONAL TAXES	414,947	0	367,300	414,947	(47,647)	89
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	1,346	1,000	346	135
001-000-210.00-000-000 PENALTIES & INTEREST	30,000	11,920	28,015	30,000	(1,985)	93
001-000-214.00-000-000 TAX COLLECTION COSTS	65,300	4,139	64,898	65,300	(402)	99
001-000-220.00-000-000 PRIVILEGE LICENSES	40,000	13,000	35,248	40,000	(4,752)	88
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	225	6,525	3,825	2,700	171
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	661,000	0	672,933	661,000	11,933	102
001-000-222.00-000-000 BUILDING PERMITS	86,000	4,140	90,635	86,000	4,635	105
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,450	0	5,635	3,450	2,185	163
001-000-224.00-000-000 LOT CLEAN UP	2,500	6,888	7,476	2,500	4,976	299
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	300	3,600	0	3,600	0
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	637	0	637	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	31,678	31,678	27,500	4,178	115
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	8,657	(8,657)	0
001-000-247.02-000-000 BULLET PROOF VEST	8,060	0	1,615	8,060	(6,445)	20
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	12,856	17,500	(4,644)	73
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	140,000	81,601	155,023	140,000	15,023	111
001-000-253.28-000-000 USM PROJECT SAFE NEIGHBORHOOD GRANT	13,164	0	13,164	13,164	0	100
001-000-258.00-000-000 HOMELAND SECURITY GRANT	0	0	20	0	20	0
001-000-260.00-000-000 GENERAL SALES TAX	4,178,000	380,888	4,222,595	4,178,000	44,595	101
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	57,454	56,136	1,318	102
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	1,276	20,122	19,987	135	101
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	1,828	1,831	(3)	100
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	12,600	15,000	(2,400)	84
001-000-264.00-000-000 PRC ANIMAL SHELTER	6,500	0	3,831	6,500	(2,669)	59
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	14,394	222,436	220,000	2,436	101
001-000-276.00-000-000 SCHOOL PATROL	120,696	0	0	120,696	(120,696)	0
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	70	11,619	13,000	(1,381)	89
001-000-330.00-000-000 COURT FINES & FEES	289,450	2,114	269,450	289,000	(450)	93
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,429	25,231	22,500	2,731	112
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,200	161	2,243	1,200	1,043	187
001-000-336.01-000-000 COURT MAINTENANCE	0	0	(1)	0	(1)	0
001-000-336.02-000-000 COURT EQUIPMENT	0	0	(6)	0	(6)	0
001-000-336.05-000-000 COLLECTION FEE	100	20	601	100	501	601
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	70	11,136	10,200	936	109
001-000-340.00-000-000 INTEREST EARNED	20,000	724	15,935	20,000	(4,065)	80
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	10,850	0	10,850	10,850	0	100
001-000-355.00-000-000 MISCELLANEOUS INCOME	19,000	45	19,447	19,000	447	102
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	74,879	0	74,879	74,879	(74,879)	0
001-000-380.08-000-000 TRANSFER FROM SP POLICE DRUG FUND	0	0	52,348	0	52,348	0

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014**

Run: 10/02/2014 at 2:51 PM

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-000-393.00-000-000 SALE OF PROPERTY	0	0	10	0	10	0
001-350-400.60-000-000 FEMA HAZARD MITIGATION	(412,800)	0	0	(412,800)	412,800	0
Total Revenues	7,714,036	676,740	7,998,880	7,714,036	284,844	104
Expenditures						
Municipal Council Expenses						
PERSONNEL	66,113	5,095	64,323	66,113	1,790	97
SUPPLIES	500	30	314	500	186	63
OUTSIDE SERVICES	54,234	5,044	50,163	54,234	4,071	92
CAPITAL OUTLAY	40,000	0	184,350	40,000	(144,350)	461
Total Municipal Council Expenses	160,847	10,169	299,150	160,847	(138,303)	186
Municipal Court Expenses						
PERSONNEL	269,077	19,890	252,317	269,077	16,760	94
SUPPLIES	4,000	0	3,620	4,000	380	91
OUTSIDE SERVICES	54,750	6,668	84,994	54,750	(30,244)	155
Total Municipal Court Expenses	327,827	26,558	340,931	327,827	(13,104)	104
City Attorney Expenses						
PERSONNEL	9,450	748	9,236	9,450	214	98
OUTSIDE SERVICES	20,000	263	17,375	20,000	2,625	87
Total City Attorney Expenses	29,450	1,011	26,611	29,450	2,839	90
City Manager Expenses						
PERSONNEL	97,355	7,583	97,780	97,355	(425)	100
SUPPLIES	2,700	492	2,589	2,700	111	96
OUTSIDE SERVICES	14,702	1,323	14,161	14,702	541	96
Total City Manager Expenses	114,757	9,398	114,530	114,757	227	100
General Services Expenses						
PERSONNEL	16,920	1,280	16,442	16,920	478	97
SUPPLIES	7,700	326	6,632	7,700	1,068	86
OUTSIDE SERVICES	219,200	6,390	205,062	219,200	13,138	94
Total General Services Expenses	243,820	7,996	229,136	243,820	14,684	94
Financial Expenses						
PERSONNEL	138,675	11,119	146,975	138,675	(8,300)	106
SUPPLIES	7,500	0	5,200	7,500	2,300	69
OUTSIDE SERVICES	69,400	1,006	45,785	69,400	23,615	66
Total Financial Expenses	215,575	12,125	197,960	215,575	17,615	92
Grant Expenses						
PERSONNEL	27,663	1,371	14,591	27,663	13,072	53
SUPPLIES	4,000	81	2,591	4,000	1,409	65
OUTSIDE SERVICES	11,950	572	5,944	11,950	6,006	50
Total Grant Expenses	43,613	2,024	23,126	43,613	20,487	53
Code Enforcement Expenses						
PERSONNEL	135,346	11,820	154,386	135,346	(19,040)	114

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014**

Run: 10/02/2014 at 2:51 PM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	4,300	369	5,390	4,300	(1,090)	125
OUTSIDE SERVICES	21,650	1,270	24,325	21,650	(2,675)	112
Total Code Enforcement Expenses	161,296	13,459	184,101	161,296	(22,805)	114
<u>Police Administration Expenses</u>						
PERSONNEL	153,193	12,889	159,969	153,193	(6,776)	104
SUPPLIES	5,702	931	4,984	5,702	718	87
OUTSIDE SERVICES	53,461	4,388	49,655	53,461	3,806	93
CAPITAL OUTLAY	8,657	0	8,657	8,657	0	100
Total Police Administration Expenses	221,013	18,208	223,265	221,013	(2,252)	101
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,421,962	101,835	1,477,752	1,421,962	(55,790)	104
SUPPLIES	147,093	8,947	143,530	147,093	3,563	98
OUTSIDE SERVICES	93,158	8,980	95,456	93,158	(2,298)	102
CAPITAL OUTLAY	7,568	8,371	10,748	7,568	(3,180)	142
Total Patrol & Investigations Expenses	1,669,781	128,133	1,727,486	1,669,781	(57,705)	103
<u>Domestic Violence Grant Expenses</u>						
Custody of Prisoners Expenses						
PERSONNEL	157,554	10,681	161,043	157,554	(3,489)	102
SUPPLIES	58,175	4,965	55,972	58,175	2,203	96
OUTSIDE SERVICES	7,835	120	7,937	7,935	(2)	100
Total Custody of Prisoners Expenses	223,564	15,766	224,952	223,664	(1,288)	101
<u>Alcohol Countermeasures Grant Expenses</u>						
Records & Communications Expenses						
PERSONNEL	352,410	26,352	365,041	352,410	(12,631)	104
SUPPLIES	5,564	0	5,565	5,564	(1)	100
OUTSIDE SERVICES	17,027	2,776	16,730	17,027	297	98
Total Records & Communications Expenses	375,001	29,128	387,336	375,001	(12,335)	103
<u>School Patrol Expenses</u>						
PERSONNEL	170,205	13,634	177,282	170,205	(7,077)	104
SUPPLIES	10,518	851	10,800	10,518	(282)	103
OUTSIDE SERVICES	3,092	212	3,045	3,092	47	98
Total School Patrol Expenses	183,815	14,597	191,127	183,815	(7,312)	104
<u>Animal Control Expenses</u>						
PERSONNEL	29,131	2,351	29,613	29,131	(482)	102
SUPPLIES	4,972	334	4,613	4,972	359	93
OUTSIDE SERVICES	45,553	3,425	48,627	45,553	(3,074)	107
Total Animal Control Expenses	79,656	6,110	82,853	79,656	(3,197)	104
<u>Fire Department Expenses</u>						
PERSONNEL	1,977,241	147,853	1,982,612	1,977,241	(5,371)	100
SUPPLIES	62,600	4,561	60,594	62,600	2,006	97
OUTSIDE SERVICES	98,063	6,818	95,570	98,063	2,493	97

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014**

Run: 10/02/2014 at 2:51 PM

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
CAPITAL OUTLAY	24,000	0	24,213	24,000	(213)	101
Total Fire Department Expenses	2,161,904	159,232	2,162,989	2,161,904	(1,085)	100
Streets & Drainage Expenses						
PERSONNEL	396,228	30,875	411,430	396,228	(15,202)	104
SUPPLIES	168,001	6,936	154,308	168,001	13,693	92
OUTSIDE SERVICES	365,200	27,737	376,388	365,200	(11,188)	103
CAPITAL OUTLAY	10,000	0	2,924	10,000	7,076	29
Total Streets & Drainage Expenses	939,429	65,548	945,050	939,429	(5,621)	101
Grounds & Beautification Expenses						
PERSONNEL	376,345	29,410	385,183	376,345	(8,838)	102
SUPPLIES	95,493	7,271	94,748	95,493	745	99
OUTSIDE SERVICES	20,950	314	19,279	20,950	1,671	92
Total Grounds & Beautification Expenses	492,788	36,995	499,210	492,788	(6,422)	101
Equipment Maintenance Expenses						
PERSONNEL	35,987	2,493	31,879	35,987	4,108	89
SUPPLIES	14,110	3,710	7,622	14,110	6,488	54
OUTSIDE SERVICES	10,300	837	10,198	10,300	102	99
Total Equipment Maintenance Expenses	60,397	7,040	49,699	60,397	10,698	82
Transfers Expenses						
OUTSIDE SERVICES	474,785	5,750	1,152,657	474,785	(677,872)	243
Total Transfers Expenses	474,785	5,750	1,152,657	474,785	(677,872)	243
Aid to Other Govts Expenses						
OUTSIDE SERVICES	24,880	1,607	21,178	24,880	3,702	85
Total Aid to Other Govts Expenses	24,880	1,607	21,178	24,880	3,702	85
Total Expenditures	8,204,298	570,854	9,083,347	8,204,298	(879,049)	111
Excess Revenue Over (Under) Expenditures	(490,262)	105,886	(1,084,467)	(490,262)	1,163,893	(221)

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014**

Run: 10/02/2014 at 2:51 PM

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	11,700	0	8,497	11,700	(3,203)	73
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	0	0	2,313	0	2,313	0
405-000-351.02-000-000 MISC TAP INCOME	30,000	1,000	29,175	30,000	(825)	97
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,626	55,094	54,000	1,094	102
405-000-353.00-000-000 NORWOOD-MAGNOLIA STREET UTILITY RELOCATE PROJECT REIMBURSEMENT	62,820	0	62,820	62,820	0	100
405-000-355.00-000-000 MISC INCOME	90,000	8,308	83,071	90,000	(6,929)	92
405-000-355.01-000-000 MISC INCOME BAGS	4,000	256	3,267	4,000	(733)	82
405-000-355.02-000-000 MISC INCOME TAPS	0	0	(1,500)	0	(1,500)	0
405-000-360.01-000-000 METERED SALES WATER	1,556,138	137,435	1,558,968	1,556,138	2,830	100
405-000-360.02-000-000 METERED SALES GAS	2,293,615	115,286	2,267,335	2,293,615	(26,280)	99
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	175	1,715	2,000	(285)	86
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,626	150,999	145,000	5,999	104
405-000-365.00-000-000 GARBAGE REVENUE	975,000	82,156	975,463	975,000	463	100
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	46,219	369	46,588	46,219	369	101
Total Revenues	5,270,492	362,237	5,243,805	5,270,492	(26,687)	99
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS						
Total Intrafund Transfers Expenses	100,000	8,333	110,417	100,000	(10,417)	110
	100,000	8,333	110,417	100,000	(10,417)	110
Utility Administration Expenses						
PERSONNEL						
SUPPLIES	595,519	46,168	582,484	595,519	13,035	98
OUTSIDE SERVICES	29,000	1,598	20,458	29,000	8,542	71
Total Utility Administration Expenses	197,250	4,801	165,054	197,250	32,196	84
	821,769	52,567	767,996	821,769	53,773	93
Director of Public Works Expenses						
PERSONNEL						
SUPPLIES	161,940	12,660	162,239	161,940	(299)	100
OUTSIDE SERVICES	15,930	2,183	6,689	15,930	9,231	42
CAPITAL OUTLAY	100,483	5,535	94,625	100,483	5,858	94
Total Director of Public Works Expenses	109,329	2,040	113,052	109,329	(3,723)	103
	387,682	22,418	376,615	387,682	11,067	97
Water Regulations Expenses						
PERSONNEL						
SUPPLIES	40,780	3,633	47,713	40,780	(6,933)	117
OUTSIDE SERVICES	23,511	3,192	17,611	23,511	5,900	75
Total Water Regulations Expenses	6,300	526	3,671	6,300	2,629	58
	70,591	7,351	68,995	70,591	1,596	98
Well and Pump Maintenance Expenses						

5

UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2014

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Page: 2

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	33,358	0	24,077	33,358	9,281	72
OUTSIDE SERVICES	97,216	6,146	83,346	97,216	13,870	86
Total Well and Pump Maintenance Expenses	130,574	6,146	107,423	130,574	23,151	82
Sewer Construction Expenses						
<u>Utility Construction Expenses</u>						
PERSONNEL	107,276	7,567	89,920	107,276	17,356	84
SUPPLIES	38,831	3,482	33,750	38,831	5,081	87
OUTSIDE SERVICES	34,149	1,130	19,055	34,149	15,094	56
CAPITAL OUTLAY	62,820	0	62,820	62,820	0	100
Total Utility Construction Expenses	243,076	12,179	205,545	243,076	37,531	85
<u>Water Operations Expenses</u>						
PERSONNEL	248,222	18,181	255,126	248,222	(6,904)	103
SUPPLIES	126,381	2,395	117,121	126,381	9,260	93
OUTSIDE SERVICES	19,981	627	21,832	19,981	(1,851)	109
CAPITAL OUTLAY	54,992	0	7,146	54,992	47,846	13
Total Water Operations Expenses	449,576	21,203	401,225	449,576	48,351	89
<u>Gas Operations Expenses</u>						
PERSONNEL	219,413	17,539	231,275	219,413	(11,852)	105
SUPPLIES	1,423,079	146,382	1,452,905	1,423,079	(29,826)	102
OUTSIDE SERVICES	83,336	5,059	61,501	83,336	21,835	74
CAPITAL OUTLAY	3,000,000	88,856	688,765	3,000,000	2,311,235	23
Total Gas Operations Expenses	4,725,828	257,836	2,434,446	4,725,828	2,291,382	52
<u>Garbage Expenses</u>						
GARBAGE EXPENSES	897,500	72,414	944,684	897,500	(47,184)	105
Total Garbage Expenses	897,500	72,414	944,684	897,500	(47,184)	105
<u>Loan Interest Expenses</u>						
INTEREST EXPENSE	0	4,288	139,582	0	(139,582)	0
Total Loan Interest Expenses	0	4,288	139,582	0	(139,582)	0
Total Expenditures	7,826,596	464,735	5,556,928	7,826,596	2,269,668	71
Excess Revenue Over (Under) Expenditures	(2,556,104)	(102,498)	(313,123)	(2,556,104)	(2,296,355)	(12)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF CERTIFICATE OF ATTENDANCE FOR MUNICIPAL COURT CLERK

Motion was made by Council Member Gouguet, seconded by Council Member Valente to acknowledge receipt of Certificate of Attendance for Lisa Albritton having attended the Mississippi Municipal Court Clerk's Seminar in Jackson, MS.



The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF OATH'S OF OFFICE FOR MUNICIPAL COURT DEPUTY CLERKS

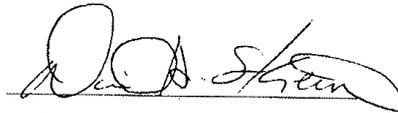
Motion was made by Council Member Gouguet, seconded by Council Member Valente to acknowledge receipt of Oath's of Office for Municipal Court Deputy Clerks David A. Skein, Tonilynn Reynolds, Richard Blye and Brandon Farmer.

OATH OF OFFICE

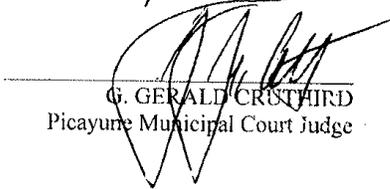
THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, David A. Skeins, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.



Sworn to and subscribed before me, this 18th day of September, 2014.



G. GERALD CRUSTIRD
Picayune Municipal Court Judge

OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Toni Lynn Reynolds, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Toni Lynn
Toni Lynn Reynolds

Sworn to and subscribed before me, this 23rd day of JULY, 2014.

G. GERALD CRUTHIRD
Picayune Municipal Court Judge

OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Richard Blye, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Richard Blye
Richard Blye

Sworn to and subscribed before me, this 24th day of July, 2014
20__.

G. Gerald Crutcher
G. GERALD CRUTCHER
Picayune Municipal Court Judge

OATH OF OFFICE

THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Brandon Farmer, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.

Brandon Farmer

Sworn to and subscribed before me, this 11th day of September,
2014


G. GERALD CRUTHIRD
Picayune Municipal Court Judge

23

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the docket for October 7, 2014 in the amount of \$ 1,003,825.74.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PROCLAIM SEPTEMBER AS HISTIOCYTOSIS AWARENESS

Motion was made by Council Member Valente, seconded by Council Member Gouguet to proclaim September as Histiocytosis Awareness Month.



332 North Broadway, Pitman, NJ 08071 USA
p: +1 856.589.6606 f: +1 856.589.6614
www.histio.org

Histiocytosis Awareness Month Proclamation

WHEREAS, histiocytic disorders, commonly referred to as histiocytosis, are considered orphan diseases, affecting less than 200,000 people per year in the United States, thus are less of a priority for government-funded research;

WHEREAS, these diseases cause "cancer-like" damage due to an overproduction and accumulation of a particular cell in the body;

WHEREAS, some patients can experience a single lesion that goes into remission while others may have several sites of involvement that can be chronic and debilitating;

WHEREAS, there is no known cure and the goal of treatment is to cause the disease to go into remission;

WHEREAS, patients with extensive damage to their body may not survive;

WHEREAS, although these diseases are not thought to be a cancer, the pain and suffering of patients can be just as severe as that caused by the more prevalent diseases that receive a high priority for federal research funding;

WHEREAS, patients with these diseases can suffer damage to their central nervous system, brain, skin, bones, liver, lungs and spleen;

WHEREAS, increased funding by the National Institutes of Health is crucial to facilitating research into these diseases;

WHEREAS, patients with these diseases may be treated with chemotherapy, surgery and/or radiation;

WHEREAS, the Histiocytosis Association has designated the month of September as "Histiocytosis Awareness Month";

NOW, THEREFORE, I, _____, MAYOR/GOVERNOR of the City/State of _____, do hereby proclaim September as Histiocytosis Awareness Month in the year of _____.

Given under my hand in these free United States in the City of _____, on this day of twenty-fourteen, and to which I have caused the Seal of the City/State to be affixed and have made this proclamation public.

(Governing body)

(Attest)

(Attest)

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATIONS FOR THE MAIN STREET PARKING PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donations totaling \$11,000 for the Main Street Parking Project.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE FY 2014 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept the FY 2014 Municipal Compliance Questionnaire.

REGULAR MEETING OCTOBER 7, 2014

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 10,878 (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, 2013 To: SEPTEMBER 30, 2014
5. Expiration date of current elected officials' term: JUNE 30, 2017

Search

Topics
 Population, Economy

Geography
 Maps, Geographic Data

Library
 Infographics, Publications

Data
 Tools, Develop

State & County QuickFacts

Picayune (city), Mississippi

People QuickFacts	Picayune	Mississippi
Population, 2013 estimate	10,813	2,991,207
Population, 2012 estimate	10,876	2,986,450
Population, 2010 (April 1) estimates base	10,878	2,967,299
Population, percent change, April 1, 2010 to July 1, 2013	-0.6%	0.8%
Population, percent change, April 1, 2010 to July 1, 2012	Z	0.6%
Population, 2010	10,878	2,967,297
Persons under 5 years, percent, 2010	8.6%	7.1%
Persons under 18 years, percent, 2010	25.8%	25.5%
Persons 65 years and over, percent, 2010	15.2%	12.8%
Female persons, percent, 2010	53.5%	51.4%
White alone, percent, 2010 (a)	59.3%	59.1%
Black or African American alone, percent, 2010 (a)	36.7%	37.0%
American Indian and Alaska Native alone, percent, 2010 (a)	0.3%	0.5%
Asian alone, percent, 2010 (a)	0.6%	0.9%
Native Hawaiian and Other Pacific Islander alone, percent, 2010 (a)	Z	0.0%
Two or More Races, percent, 2010	1.9%	1.1%
Hispanic or Latino, percent, 2010 (b)	3.1%	2.7%
White alone, not Hispanic or Latino, percent, 2010	57.6%	58.0%
Living in same house 1 year & over, percent, 2008-2012	86.5%	85.6%
Foreign born persons, percent, 2008-2012	1.1%	2.2%
Language other than English spoken at home, pct age 5+, 2008-2012	2.2%	3.9%
High school graduate or higher, percent of persons age 25+, 2008-2012	84.5%	81.0%
Bachelor's degree or higher, percent of persons age 25+, 2008-2012	20.7%	20.0%
Veterans, 2008-2012	1,078	207,673
Mean travel time to work (minutes), workers age 16+, 2008-2012	24.9	23.9
Housing units, 2010	4,891	1,274,719
Homeownership rate, 2008-2012	64.1%	69.9%
Housing units in multi-unit structures, percent, 2008-2012	22.2%	13.6%

REGULAR MEETING OCTOBER 7, 2014

<u>Name</u>	<u>Title</u>	<u>Precinct</u>	<u>Address</u>	<u>Phone No.</u>
Ed Pintero	Mayor	-	921 Tung Tree, Picayune, MS 39466	601-749-0338
Tammy Valente	Council Member	1	9002 Twin Oaks Court, Picayune, MS 39466	601-799-3451
Lynn Bogan Bumpers	Council Member	2	606 Buren Avenue, Picayune, MS 39466	601-798-3371
Jan Stevens	Council Member	3	1677 Provost Circle, Picayune, MS 39466	601-347-3698
Larry E. Breland, Sr.	Council Member	4	506 Rosa Street, Picayune, MS 39466	601-798-5993
Wayne Gougnet	Council Member	5	922 Tung Tree, Picayune, MS 39466	601-798-6078
Jim Luke	City Manager	-	143 North Hill Dr., Carriere, MS 39426	601-347-2865
Amber Hinton	City Clerk	-	162 Jake Smith Rd., Carriere, MS 39426	601-590-1251
Nathan Farmer	City Attorney	-	120 Goodyear Blvd, Picayune, MS 39466	601-590-1166
Eric Morris	Director of Public Works	-	226 Ozona Rd., Carriere, MS 39426	601-273-2039

REGULAR MEETING OCTOBER 7, 2014

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2014

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) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| · Board or council members (Sec. 21-17-5) | <u>Y</u> |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| · Municipal clerk (Section 21-15-38) | <u>Y</u> |
| · Deputy clerk (Section 21-15-23) | <u>Y</u> |
| · Chief of police (Section 21-21-1) | <u>Y</u> |
| · Deputy police (Section 45-5-9) (if hired under this law) | <u>Y</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 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) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 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) | <u>Y</u> |
| 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) | <u>Y</u> |

REGULAR MEETING OCTOBER 7, 2014

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

REGULAR MEETING OCTOBER 7, 2014

- 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

REGULAR MEETING OCTOBER 7, 2014

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) | <u>Y</u> |
| 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) | <u>Y</u> |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | <u>Y</u> |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | <u>Y</u> |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | <u>Y</u> |

PART V - Taxes and Other Receipts

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

REGULAR MEETING OCTOBER 7, 2014

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, 2014

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)

10/1/14

(Date)



(Mayor's Signature)

10/7/14

(Date)

Minute Book References:

Book Number _____

Page _____

(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, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPLY FOR GRANT THROUGH LOWER PEARL RIVER VALLEY FOUNDATION FOR THE DEVELOPMENT OF CROSBY COMMONS

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to approve request to apply for a grant through the Lower Pearl River Valley Foundation for the development of Crosby Commons and authorize Mayor to sign all related documents.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SET A DATE OF NOVEMBER 4, 2014 FOR A PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Valente, seconded by Council Member Stevens to set a date of November 4, 2014 for a public hearing for property cleanup of the following properties:

N. Jackson Ave.	PPIN 26077
921 Idlewild Dr.	PPIN 23264
Culpepper St.	PPIN 26710
221 Clark St.	PPIN 24133
1207 Roosevelt St.	PPIN 26173
809 Third St.	PPIN 26048
150 Tennyson Cove	PPIN 22840

REGULAR MEETING OCTOBER 7, 2014

121 Westchester Dr.	PPIN 22791
708 Bennett St.	PPIN 23024
1100 Parkwood Cr.	PPIN 22441
2206 Morris St.	PPIN 22904
Morris St.	PPIN 22921
Williamsburg Rd.	PPIN 25314
316 Third St.	PPIN 26401
1316 7 th Ave	PPIN 24086
1320 7th Ave	PPIN 24090
303 South Gray	PPIN 26766

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR PERMISSION TO ADVERTISE FOR THE MEMORIAL BLVD. OVERLAY AND HWY 43 LIGHTING PROJECT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve request for permission to advertise for the Memorial Blvd. Overlay and Hwy 43 Lighting Project STP-0400-00(030) LPA/106715-70100.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUHTORIZE OUT OF STATE TRAVEL FOR LT. JAMES DREWERY, SGT. MICHAEL BOUTTE, PTL. CHRIS WAGNER AND PTL. KIMBRO ESTES

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize out of state travel for Lt. James Drewery, Sgt. Michael Boutee, Ptl. Chris Wagner and Pt. Kimbro Estes to travel to Birmingham, AL to attend a Surviving Verbal Conflict Seminar from November 24-25, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Breland, seconded by Council Member Valente to enter executive session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT EXECUTIVE SESSION

Motion was made by Council Member Gouguet, seconded by Council Member Valente to exit executive session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO MAKE FINAL PAYMENT TO LANDRY AND LEWIS IN EXCHANGE FOR OWNER DOCUMENTS

Motion was made by Council Member Stevens, seconded by Council Member Valente for the payment of final amount owed to Landry and Lewis in exchange for the owner documents held in the custody of Landry and Lewis.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXECUTE A FULL AND COMPLETE RELEASE OF LIABILITY IN EXCHANGE FOR THE FULL AND FINAL PAYMENT OF \$150.00

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to compromise disputed claim with Ms. Brittany Bogan to execute a Full and Complete Release of Liability in exchange for the full and final payment of \$150.00.

Ms. Bogan has not executed the release upon entering in the minute book. Upon execution of release, a check request will be issued to include on the docket.

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

GENERAL AND ABSOLUTE RELEASE

FOR AND IN CONSIDERATION of the sum of (\$150.00) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, **BRITTANY BOGAN**, individually and/or for his/her/their/its agents, persons, wards, firms, partnerships, associations or corporations, themselves, their assigns or successors in interest (said parties hereinafter collectively referred to as "Releasor(s)") have released and discharged, and by these presents do hereby release and discharge, and by these presents do hereby release and discharge, **THE CITY OF PICAYUNE**, A Mississippi Municipality, Its officers, agents, employees, officials, subdivisions, and/or successors in interest who are, or may be, in any manner whatsoever liable for her acts, or for the acts of any of them (said parties hereinafter collectively referred to "Releasee(s)", of and from any and all claims, demands, actions, causes of action, suits and damages of every kind and nature whatsoever, which they may have, or claim to have, for damages, costs, loss and expense of every kind and nature whatsoever, whether known or unknown, anticipated or unanticipated, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner connected with damage occurring as a result of the detention and/or arrest of the Releasor on or about July 17, 2014, by the employee of Releasee. As a result of said incidents, occurrences and/or allegations or events the Releaseor(s) claim to have sustained certain damages under both laws of the United States and the State of Mississippi. The consideration described above is hereby acknowledged by the undersigned and shall be a full and complete

compromise, settlement, accord and satisfaction of any claim(s) and/or damage(s) which the Releaseor(s) may have sustained under the laws of the United States and the State of Mississippi.

And for the same consideration, and as an inducement to the Releaseor(s) to enter into this agreement, the undersigned have released and discharged, and by these presents do hereby release and discharge Releasee(s) of and from any and all claims, demands, actions, causes of action, suits and damages of every kind and nature whatsoever which they may have or claim to have, whether now or hereafter arising, for any damages, costs, loss and expenses which they may have, or claim to have, whether known or unknown, anticipated or unanticipated, and whether accrued or hereafter to accrue, growing out of said accident, incident, occurrence or event.

In executing and delivering this release, the undersigned rely wholly upon their own judgment, knowledge and belief as to the nature, extent and duration of the injuries and damages which they may have suffered or sustained, or may sustain in the future, as a result of the matter described hereinabove. As to the questions of liability involved, the undersigned have had the benefit of legal counsel of their own choosing, said. The undersigned further represent and warrant they have not been influenced by any representations, statements, or warranties made by person or entity, or by any agent, attorney, or other person representing them, or any of them, concerning the nature, extent or duration of said injuries or damages, or losses, or the legal liability therefore.

It is understood and agreed that this Release and Agreement is executed and delivered as a compromise and settlement of the claims of the undersigned, and the execution of this Release shall not to be construed as an admission of liability on the

REGULAR MEETING OCTOBER 7, 2014

part of the Releasee(s), or any of them; but, on the other hand, said Releasee(s), and each of them, specifically deny any such liability therefore.

The undersigned covenant and agree that there have been no assignments of any claim of any claims in connection with the injuries or damages they allegedly sustained as a result in the matters described hereinabove, which in any way affect the settlement herein or the full, absolute and complete release of the Releasee(s) herein.

The undersigned, certify that they are of legal age, under no disability of any kind, fully and are completely competent to execute this release, and that they have fully read and completely understood the same or have had it explained to them by their attorney.

As a material inducement unto the Releasee(s) to enter into this Agreement, the undersigned Parties further covenants, promises and warrants that absolutely no disclosure or publication whatsoever will be made to any person or entity of the terms, of or the fact of this settlement. It is expressly understood, covenanted, warranted and agreed by the Parties that the fact of, and terms of, this settlement are expressly confidential and cannot be revealed, discussed, disclosed, or otherwise published to any person or entity whatsoever. The undersigned Parties do hereby acknowledges and agrees that the confidentiality of this settlement is a material term of this settlement and the execution of this Release, without which confidentiality agreement no settlement of this matter would have be made or achieved.

Further, the Releaseor(s) do hereby release the Releasee(s) who may have any liability in the premises either directly, indirectly, or by contract, vicariously or by way of indemnification, of and from any and all actions, causes of action, claims, demands, or causes of action for bodily injury, pain and suffering, property damage, punitive

damages, medical expenses, hospital expenses, lose of consortium, loss of companionship, mental anguish, emotional distress, loss of wage earning capacity, loss of wages, loss of services, expenses, costs, bad faith dealings, loss of reputation, loss of standing in the community, embarrassment or any causes of action for any loss or consequential damages by anyone or all of them of any kind or character whatsoever, both known and unknown, whether they are presently existing or may arise in the future or whether there by any mistake either mutual or otherwise by us or all of the Parties hereto as to the character, nature or extent of said injuries, or any aggravation thereof, on account of or as a result of or in any way arising out of that certain incident(s) more specifically described above.

The undersigned acknowledge that the foregoing are material representations without which the Parties would not have entered into this Release and Agreement.

IN WITNESS WHEREOF, we the undersigned Parties do hereby covenant, agree, promise and warrant as evidenced by our signatures and joinders set out below, on this the ____ day of _____, A.D., 2014.

BRITTANY BOGAN

REGULAR MEETING OCTOBER 7, 2014

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

Personally appeared before me, the undersigned authority in and for the above named County, State and Jurisdiction, the within named **BRITTANY BOGAN**, who being by me first duly sworn, states, under oath, that he/she/they has/have read the above and foregoing Release and after such reading, he/she/they fully understand(s) such instrument and all of its forms and provisions, and that he/she/they signed, executed and delivered same as his/her/their voluntary act and deed on the day and year therein mentioned.

SWORN TO AND SUBSCRIBED before me, this the _____ day of _____, A.D., 2014.

NOTARY PUBLIC

My Commission Expires:

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO FILE SUIT AGAINST COURTNEY BADON

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to authorize the City Administration and/or City Attorney to file suit against Ms. Courtney Badon for the recovery of monies erroneously paid to Ms. Badon, together with any claims for the reimbursement of attorney's fees and costs in the Pearl River County Justice Court.

IN THE JUSTICE COURT OF PEARL RIVER COUNTY

STATE OF MISSISSIPPI

CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY

PLAINTIFF

VERSUS

BOOK NO.: _____ /PAGE NO.: _____

COURTNEY L. BADON, INDIVIDUALLY

DEFENDANT

COMPLAINT FOR DAMAGES

COMES NOW, the Plaintiff, City of Picayune, A Mississippi Municipality, and files this Complaint for Damages in the above-styled numbered cause and in support thereof would show unto this court as follows, to-wit:

PARTIES

1.

That Plaintiff, City of Picayune, is a Mississippi Municipality and a political subdivision of the State of Mississippi, located in Pearl River County, Mississippi.

2.

That Defendant, Courtney L. Badon, is an adult resident citizen of Pearl River County, Mississippi upon whom service of process may be had in the time and matter required by law by service upon said Defendant at 904 9th Street, Picayune, MS 39466.

3.

That no other necessary persons or entities are required to be joined in this action.

JURISDICTION AND VENUE

4.

This Court has subject matter jurisdiction over this cause in that this is a claim for damages that is within the jurisdiction of this Court.

5.

That venue is properly had before this Court.

FACTUAL AND LEGAL ALLEGATIONS

6.

The Plaintiff employed the Defendant as an employee.

7.

The Plaintiff erroneously overpaid the Defendant wages in the total amount of \$1,536.94.

8.

The Plaintiff, pursuant to two (2) letters dated March 20, 2014, and June 2, 2014, demanded the Defendant repay the total amount of \$1,536.94. A copy of these demand letters are attached hereto as Exhibit "1".

9.

To date the Defendant has failed and/or refused to pay said amount as set forth above. That said amount remains due and owing.

COUNT NO. ONE - MONEY HAD AND RECEIVED

10.

The Plaintiff would show unto the Court that Defendant is wrongfully in possession of money that was had and received by the Defendant in the amount of \$1,536.94.

11.

That Plaintiff is entitled to a judgment of, from and against the Defendant for the total sum of \$1,536.94.

COUNT NO. TWO - UNJUST ENRICHMENT

12.

That your Plaintiff would also show that the Defendant is wrongfully in possession of money that was erroneously paid to the Defendant by Plaintiff. The Defendant stands to be unjustly enriched at the expense of the taxpayers of the City of Picayune unless this Court intervenes.

13.

That Plaintiff is entitled to a judgment of, from and against the Defendant for the total sum of \$1,536.94.

COUNT NO. THREE - ATTORNEY'S FEES AND COSTS

14.

The Plaintiff is entitled to an award of attorney's fees in an amount of one-third of any amount(s) due and owing, together with any costs incurred by the Plaintiff in the collection of this debt.

COUNT NO. FOUR - PREJUDGMENT/POST-JUDGMENT INTEREST

15.

Plaintiff would request an award of pre-judgment and post-judgment interest be assessed against the Defendant for any amounts awarded unto the Plaintiff as against the Defendant.

WHEREFORE PREMISES CONSIDERED your Plaintiff, City of Picayune, A Mississippi Municipality, prays that this Complaint be received and filed by the clerk of court in this matter and that upon a full and complete hearing in this cause, that a judgment of, from and against the Defendant, Courtney L. Badon, be entered in the total principal amount of \$1,536.94, together reasonable attorney fees in an amount of one-third of the principal amount; and costs incurred by the Plaintiff in the collection of this debt with said amounts to accrue with pre-judgment and post-judgement set by the Court.

Respectfully Submitted

**CITY OF PICAYUNE, A MISSISSIPPI
MUNICIPALITY, PLAINTIFF**

BY: _____
Nathan S. Farmer
MSB #09353
Attorney for the Plaintiff
Post Office Box 1608

REGULAR MEETING OCTOBER 7, 2014



MAYOR
Ed Pinero, Jr.

CITY MANAGER
Jim Luke

203 Goodyear Boulevard
Picayune, MS 39466
(601) 798-9770

COUNCIL
Tammy Valente
Lynn Bumpers
Jan Stevens
Larry Breland
Wayne Gouguet

March 20, 2014

*Mailed certified
delivered 3/24/14*

Courtney Badon
904 8th Street
Picayune, MS 39466

RE: Repayment of Wages Overpaid

Dear Ms. Badon:

In connection with the above captioned matter, you were overpaid wages in the total amount of \$1,536.94 while you were employed by the City of Picayune. Since the City is not authorized to forgive this obligation by you to repay this amount back to the City as a matter of law, the City does hereby demand that within thirty (30) days from and after the date of this letter that, you repay the total amount as set forth above or make satisfactory arrangements with the Office of the City Clerk for the repayment of said amount.

If you fail or refuse to repay said amount and/or make satisfactory arrangements to repay such amounts, then, in that event, the City will be required to seek recovery of same.

With kind regards,


Amber Hinton
City Clerk

EXHIBIT
1

REGULAR MEETING OCTOBER 7, 2014

phone# no longer in service
*mailed certified 6/2/14

MAYOR
Ed Pincro, Jr.

CITY MANAGER
Jim Lukke



203 Goodyear Boulevard
Picayune, MS 39466
(601) 798-9770

COUNCIL
Tummy Valente
Lynn Bumpers
Jim Stevens
Larry Breland
Wayne Gougnet

June 2, 2014

Courtney Badon
904 8th Street
Picayune, MS 39466

RE: Repayment of Wages Overpaid

Dear Ms. Badon:

In connection with the above captioned matter, you were overpaid wages in the total amount of \$1,536.94 while you were employed by the City of Picayune. Since the City is not authorized to forgive this obligation by you to repay this amount back to the City as a matter of law, the City does hereby demand that, within thirty (30) days from and after the date of this letter that, you repay the total amount as set forth above or make satisfactory arrangements with the Office of the City Clerk for the repayment of said amount.

If you fail or refuse to repay said amount and/or make satisfactory arrangements to repay such amounts, then, in that event, the City will be required to seek recovery of same.

With kind regards,

Amber Hinton
City Clerk

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Valente to recess until Tuesday, October 21, 2014 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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 21, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, and Larry Breland, City Manager Jim Luke and City Clerk Amber Hinton. Council Member Wayne Gouguet was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the Minutes for the City of Picayune dated October 7, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Valente, seconded by Council Member Stevens to acknowledge receipt of monthly Privilege License report for the month of September 2014.

REGULAR MEETING OCTOBER 21, 2014

Run: 10/14/2014 @ 10:11 AM

Page: 1

City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, by Date]

Receipts	Date	Deposit To	Drawnet	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	Me
Dep 446864	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0013439	11221		MELINDAS	2014-2015 PRIV LICENSE		20.00	9/03/2014	
Dep 446866	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0013439	27865		MELINDAS FINE GIFTS	2014-2015 PRIV LICENSE		20.00	9/03/2014	
Dep 447004	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0232313	24349		RACE TRAC	2014-2015 priv license		985.00	9/03/2014	
Dep 447005	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0010810	25891		PETROLEUM	2014-2015 priv license		30.00	9/03/2014	
Dep 447007	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0036223	19533		WILLIAMS SMITH & KARE-IN-HOME	2014-2015 priv license		30.00	9/03/2014	
Dep 447009	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0058655	27838		HEALTH SERVICES INC	2014-2015 priv license		30.00	9/03/2014	
Dep 447010	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	30357715	28414		DOLEAC ELECTRIC COMPANY INC	2014-2015 priv license		55.00	9/03/2014	
Dep 447012	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0015788	04222		RYAN'S MEGA MFG GROUP #3	2014-2015 priv license		30.00	9/03/2014	
Dep 447013	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0015789	05519		HANCOCK BANK NORTH PK	2014-2015 priv license		42.00	9/03/2014	
Dep 447015	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	46749671	15863		HANCOCK BANK	2014-2015 priv license		25.00	9/03/2014	
Dep 447016	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	2195158	18399		RENT A CENTER #2673	2014-2015 PRIV LICENSE		32.50	9/03/2014	
Dep 447019	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003021	05400		AARON RENTS	2014-2015 PRIV LICENSE		30.00	9/03/2014	
Dep 447020	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0121077	05403		NORTHSHORE COMPANY	2014-2015 PRIV LICENSE		680.00	9/03/2014	
Dep 447021	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001103	29883		DERMATOLOGY/DR. TABOR	2014-2015 PRIV LICENSE		20.00	9/03/2014	
Dep 447023	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0007409	27840		DELTA WORLD TIRE	2014-2015 PRIV LICENSE		20.00	9/03/2014	
Dep 447026	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0894595	04761		ATTIC INVESTMENTS	2014-2015 PRIV LICENSE		20.00	9/03/2014	
Dep 447072	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001327	24722		ROGERS HEARING HEALTHCARE INC	2014-2015 PRIV LICENSE		75.00	9/03/2014	
Dep 447073	9/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001327	24722		SOUTHERN PIPE & SUPPLY CO., INC.	2014-2015 PRIV LICENSE		42.35	9/03/2014	
Dep 447140	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003243	00003		BUDDY HOP QUICK STOP-SMITH, SCOTT, BOYD R	2013-2014- PRIV LICENSE		35.00	9/03/2014	
Dep 447141	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0027746	27738		ALL PRO CONSTRUCTION LLC	2014-2015 PRIV LICENSE		20.00	9/08/2014	
Dep 447144	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003012	30886		HOLISTIC WELLNESS CENTER	2014-2015 PRIV LICENSE		20.00	9/08/2014	
Dep 447236	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009929	14899		AMERICAN GLASS SERVICES LLC	2014-2015 PRIV LICENSE		50.00	9/08/2014	
Dep 447243	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002587	27770		SHEAR IMAGES BEAUTY SALON	2014-2015 PRIV LICENSE		20.00	9/08/2014	
Dep 447246	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006700	06105		DAYS INN	2014-2015 PRIV LICENSE		30.00	9/08/2014	
Dep 447250	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0005635	27983		MARTIN JARVIS JEWELERS	2014-2015 PRIV LICENSE		150.00	9/08/2014	
Dep 447252	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002915	06132		VFW POST #6804	2014-2015 PRIV LICENSE		84.50	9/08/2014	
Dep 447254	9/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0197618	05811		ROBINSON ELECTRIC SUPPLY CO INC	2014-2015 PRIV LICENSE		50.00	9/08/2014	
Dep 447548	9/04/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0016583	27978		SUN CITY OF THE GULF COAST, LLC	2014-2015 priv license		20.00	9/08/2014	
Dep 447562	9/04/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		27953		BAIT SHOP, THE	2014-2015 priv license		20.00	9/08/2014	
Dep 447630	9/04/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002442	24260		PICAYUNE PAWN & MUSIC	2014-2015 priv license		600.00	9/08/2014	

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REGULAR MEETING OCTOBER 21, 2014

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep	447720	9/05/2014	GENERAL FUND - OPERATING	Mail - Is	0001355	29984		PICAYUNE TOBACCO	2014-2015 priv license		20.00	9/08/2014
Dep	447768	9/05/2014	GENERAL FUND - OPERATING	Mail - Is	0031648	04102		COLDWELL BANKER CPI	2014-2015 priv license		20.00	9/08/2014
Dep	447771	9/05/2014	GENERAL FUND - OPERATING	Mail - Is	0024971	26056		PICAYUNE EYE CLINIC	2014-2015 priv license		54.00	9/08/2014
Dep	447788	9/05/2014	GENERAL FUND - OPERATING	Mail - Is	0187341	14746		ENTERPRISE RENT- A- CAR	2014-2015 priv license		25.00	9/08/2014
Dep	448174	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0004157	24368		PEARL RIVER WHOLESALE, NORTHLAKE	2014-2015 PRIV LICENSE		20.00	9/10/2014
Dep	448191	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0009849	27908		RADIOLOGY CONSULTANTS	2014-2015 priv license		30.00	9/10/2014
Dep	448193	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0001738	25136		D & L DANCE CENTER,	2014-2015 priv license		20.00	9/10/2014
Dep	448194	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	4567165	13674		DOLLAR GENERAL #8080	2014-2015 priv license		92.50	9/10/2014
Dep	448195	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	4567165	27924		DOLLAR GENERAL STORE # 2006	2014-2015 priv license		107.50	9/10/2014
Dep	448196	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0675028	05579		AUTOTZONE STORE #6352	2014-2015 priv license		300.00	9/10/2014
Dep	448197	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0216803	14806		FRED'S STORES OF TN#26251	2014-2015 priv license		250.00	9/10/2014
Dep	448395	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0003778	17154		GERALD CRUTHIRD P-A-OPC,	2014-2015 priv license		30.00	9/10/2014
Dep	448522	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0037494	15905		BARZE' PLACE ANTIQU & COLLECT	2014-2015 priv license		20.00	9/10/2014
Dep	448597	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0002247	01944		GULF CONCRETE	2014-2015 priv license		20.00	9/10/2014
Dep	448598	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0002247	14334		FAMILY CHECK ADVANCE	2014-2015 priv license		20.00	9/10/2014
Dep	448599	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0001191	03533		MALLEY, LORI ANN	2014-2015 priv license		20.00	9/10/2014
Dep	448600	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0014172	03456		CAMPBELL CABINET INC	2014-2015 priv license		20.00	9/10/2014
Dep	448601	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0214976	27918		HILLMAN GROUP, INC	2014-2015 priv license		30.00	9/10/2014
Dep	448602	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0055717	27882		HUTCO, INC	2014-2015 priv license		20.00	9/10/2014
Dep	448604	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0097838	06387		HERITAGE PLASTICS	2014-2015 priv license		80.00	9/10/2014
Dep	448615	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0023031	16043		FUTRELL, DAVID E	2013-2014		30.00	9/10/2014
Dep	448617	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0023036	16043		FUTRELL, DAVID E	2014-2015 priv license		30.00	9/10/2014
Dep	448618	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0000125	29750		FOSTER, MICHAEL E	2014-2015 priv license		20.00	9/10/2014
Dep	448619	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0004637	27490		KINCHEN ELECTRIC CO.	2014-2015 priv license		20.00	9/10/2014
Dep	448652	9/08/2014	GENERAL FUND - OPERATING	Mail - Is		16246		HACKNEY JR, KENNETH L	2014-2015 priv license		20.00	9/10/2014
Dep	448669	9/08/2014	GENERAL FUND - OPERATING	Mail - Is	0000173	30347		MINI SUPER LATINO AMERICANO	2014-2015 PRIV LICENSE		35.00	9/10/2014
Dep	449391	9/10/2014	GENERAL FUND - OPERATING	Mail - Is		30359		ALL OUT BONDING,	2014-2015 priv license		20.00	9/12/2014
Dep	449494	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0112502	25178		WELLNESS WORKS,	2014-2015 PRIV LICENSE		150.00	9/12/2014
Dep	449496	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0004309	03017		WILSON, SUZAN M	2014-2015 PRIV LICENSE		20.00	9/12/2014
Dep	449497	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0004109	02600		MC GREW, BARBARA	2014-2015 PRIV LICENSE		20.00	9/12/2014

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Run: 10/14/2014 @ 10:11 AM **City of Picayune** **Browse Receipts [GENERAL FUND - OPERATING, by Date]** Page: 3

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep	449498	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0008148	25995		XPRESS COPY CENTRE	2014-2015 PRIV LICENSE		20.00	9/12/2014
Dep	449499	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0001672	30310		RUN INVESTMENTS	2014-2015 PRIV LICENSE		30.00	9/12/2014
Dep	449501	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0001673	30311		RUN INVESTMENTS, LLC 2	2014-2015 PRIV LICENSE		30.00	9/12/2014
Dep	449502	9/10/2014	GENERAL FUND - OPERATING	Mail - Is	0070777	27929		APPROVED CASH	2014-2015 PRIV LICENSE		20.00	9/12/2014
Dep	449574	9/11/2014	GENERAL FUND - OPERATING	Mail - Is	0001775	30913		EDWARD JONES & CO LP	2014-2015 PRIV LICENSE		20.00	9/12/2014
Dep	449611	9/11/2014	GENERAL FUND - OPERATING	Mail - Is	0001443	26938		STEEL MAGNOLIAS HAIR SALON	2014-2015 priv license		20.00	9/12/2014
Dep	449702	9/11/2014	GENERAL FUND - OPERATING	Mail - Is	0008192	12815		COMFORT INN	2014-2015 priv license		30.00	9/12/2014
Dep	449704	9/11/2014	GENERAL FUND - OPERATING	Mail - Is	0002319	19588		PICAYUNE INN	2014-2015 priv license		20.00	9/12/2014
Dep	449836	9/12/2014	GENERAL FUND - OPERATING	Mail - Is		30584		RAGS TO RICHES TIRE & THRIFT STORE	2014-2015 PRIV LICENSE		20.00	9/12/2014
Dep	449887	9/12/2014	GENERAL FUND - OPERATING	Mail - Is	30-0011485760	17122		WALGREENS #10273	2014-2015 PRIV LICEN		695.00	9/12/2014
Dep	449888	9/12/2014	GENERAL FUND - OPERATING	Mail - Is	0373049	28116		NATIONAL ENTERTAINMENT NETWORK, INC	2014-2015 PRIV LICEN		110.00	9/12/2014
Dep	449871	9/12/2014	GENERAL FUND - OPERATING	Mail - Is	0819310	27931		AIR-SERV GROUP, LLC	2014-2015 PRIV LICEN		110.00	9/12/2014
Dep	449873	9/12/2014	GENERAL FUND - OPERATING	Mail - Is	0066262	29201		LMCHH PCP, LLC	2014-2015 PRIV LICEN		30.00	9/12/2014
Dep	449968	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0004859	27907		PICAYUNE POOLS	2014-2015 PRIV LICENSE		20.00	9/16/2014
Dep	449969	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0019936	13452		RHEOGISTICS	2014-2015 PRIV LICENSE		80.00	9/16/2014
Dep	450160	9/15/2014	GENERAL FUND - OPERATING	Mail - Is		17274		LAWRENCE'S BARBER SHOP	2014-2015 PRIV LICENSE		20.00	9/16/2014
Dep	450263	9/15/2014	GENERAL FUND - OPERATING	Mail - Is		28093		BARK AVENUE	2014-2015 priv license		20.00	9/16/2014
Dep	450266	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0008110	13690		GARRETT, CHERYL	2014-2015 priv license		20.00	9/16/2014
Dep	450268	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0002364	17065		ALISON CUSTOMS	2014-2015 priv license		20.00	9/16/2014
Dep	450374	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0023202	27020		CROSBY, RUTH HUDNALL	2014-2015 priv license		20.00	9/16/2014
Dep	450425	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0035695	26755		AIR & COOLER, LLC	2014-2015 priv license		20.00	9/16/2014
Dep	450427	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0035695	27949		WILEY N MILLER	2014-2015 priv license		20.00	9/16/2014
Dep	450428	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0035698	16605		AIR & COOLER	2014-2015 priv license		20.00	9/16/2014
Dep	450433	9/15/2014	GENERAL FUND - OPERATING	Mail - Is	0008770	29560		M & M PRINTING,	2014-2015 priv license		20.00	9/16/2014
Dep	450681	9/16/2014	GENERAL FUND - OPERATING	Mail - Is	0910701	05533		REMAX PREMIER GROUP	2014-2015 priv license		20.00	9/17/2014
Dep	450683	9/16/2014	GENERAL FUND - OPERATING	Mail - Is	0037436	14586		GLOBAL FABRICATION II LLC	2014-2015 priv license		80.00	9/17/2014
Dep	450686	9/16/2014	GENERAL FUND - OPERATING	Mail - Is	0000174	28868		THE YUNE IT	2014-2015 priv license		20.00	9/17/2014
Dep	450687	9/16/2014	GENERAL FUND - OPERATING	Mail - Is	0364937	27774		HATTIESBURG CLINIC	-2014-2015 priv license		42.00	9/17/2014
Dep	450690	9/16/2014	GENERAL FUND - OPERATING	Mail - Is	0009463	14538		PICAYUNE WATSON, STEVEN J	2014-2015 priv license		20.00	9/17/2014
Dep	450694	9/16/2014	GENERAL FUND - OPERATING	Mail - Is	0003980	16545		PICAYUNE TAEKWONDO	2014-2015 priv license		20.00	9/17/2014

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep 450799	9/16/2014	GENERAL FUND - OPERATING	Mali - Is	Cash		30348		TREASURES UNLIMITED	2014-2015 PRIV LICENSE		20.00	9/17/2014
Dep 450867	9/16/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0001854	27756		SOUTHERN DEVELOPERS INC	2014-2015 priv license		20.00	9/17/2014
Dep 450872	9/16/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0001051	04543		ULERICH, RICHARD	2014-2015 PRIV LICENSE		20.00	9/17/2014
Dep 450890	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0001986	27926		INSTANT CASH, INC	2014-2015 PRIV LICENSE		20.00	9/17/2014
Dep 450895	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0003096	27159		FAST CASH FOR CHECKS, INC.	2014-2015 PRIV LICENSE		20.00	9/17/2014
Dep 450898	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0002544	05418		WALKER'S BODY SHOP	2014-2015 PRIV LICENSE		30.00	9/17/2014
Dep 450899	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0010014	02375		HALL, NANCY ANN	PRIV LICENSE 2014-2015		20.00	9/17/2014
Dep 450901	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	3848599	27909		SMART STYLE #2558	PRIV LICENSE 2014-2015		30.00	9/17/2014
Dep 450953	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0000105	30931		RYCAR FARMS, LLC,	2014-2015 PRIV LICENSE		20.00	9/17/2014
Dep 451067	9/17/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0000411	30930		STOP & GO FOOD MART	2014-2015 PRIV LICENSE		35.00	9/17/2014
Dep 451095	9/18/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0001606	28627		A-1 MINI STORAGE	2014-2015 PRIV LICENSE		20.00	9/22/2014
Dep 451244	9/18/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0004831	12395		WHITFIELD, KENT	2014-2015 priv license		30.00	9/22/2014
Dep 451246	9/18/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0012172	30158		WATER BLUE PROPERTIES LLC,	2014-2015 priv license		20.00	9/22/2014
Dep 451300	9/18/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0002435	30933		DONNA L HARRIS	2014-2015 PRIV LICENSE		20.00	9/22/2014
Dep 451373	9/18/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0003583	19783		TOS DBA RICHIES	2014-2015 priv license		20.00	9/22/2014
Dep 451374	9/18/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0019504	27903		PAWN & GUN SHOP	2014-2015 priv license		20.00	9/22/2014
Dep 451512	9/19/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0001238	28626		GASTROENTEROLOGY GROUP, AMC	2014-2015 priv license		20.00	9/22/2014
Dep 451514	9/19/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0019417	25005		PRO COLOR L.L.C.	2014-2015 priv license		42.50	9/22/2014
Dep 451516	9/19/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0044616	16984		NISSAN MOTORS,	2014-2015 priv license		130.00	9/22/2014
Dep 451517	9/19/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0002121	27516		MOSSY OF PICAYUNE	2014-2015 priv license		120.00	9/22/2014
Dep 451518	9/19/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0180575	28132		NICHELSON QUICK STOP LLC,	2014-2015 priv license		55.00	9/22/2014
Dep 451870	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Cash		28909		QUALITY RESTAURANT CONCEPTS, LLC,	2014-2015 priv license		102.00	9/22/2014
Dep 452006	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Check	9662659	04790		APPLIBEE'S	2014-2015 priv license		20.00	9/23/2014
Dep 452008	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0005787	27037		NOW & THEN,	2014-2015 priv license		20.00	9/23/2014
Dep 452010	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0010614	28000		ECKERD/CVS STORE #05740-01	2014-2015 PRIV LICENSE		575.00	9/23/2014
Dep 452011	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0001821	30478		CRYSTAL GALLERY, LLC	2014-2015 PRIV LICENSE		25.00	9/23/2014
Dep 452136	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0003599	01919		PICAYUNE INDUSTRIAL	2014-2015 PRIV LICENSE		25.00	9/23/2014
Dep 452137	9/22/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0003090	05952		TOOLS & SURPLUS INCL	2014-2015 PRIV LICENSE		50.00	9/23/2014
Dep 452213	9/23/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0018639	27920		VALUE LAUNDRY	2014-2015 PRIV LICENSE		20.00	9/23/2014
Dep 452223	9/23/2014	GENERAL FUND - OPERATING	Mali - Is	Check	0018638	13481		PICAYUNE LICENSE	2014-2015 priv license		20.00	9/23/2014
								HOWELL, JOHN A	2014-2015 priv license		20.00	9/23/2014
								PITRE, JOHN C	2014-2015 priv license		20.00	9/23/2014
								REFLECTECH, INC METAL	2014-2015 priv license		20.00	9/23/2014
								REFLECTECH, INC.(2)	2014-2015 priv license		30.00	9/23/2014

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep	452228	9/23/2014	GENERAL FUND - Mail - is OPERATING	Check	0004822	24195		THE COBBLER	2014-2015 priv license		20.00	9/23/2014	
Dep	452257	9/23/2014	GENERAL FUND - Mail - is OPERATING	Check	0001162	24867		SPORTSMAN GUN & PAWN 1,	2014-2015 priv license		620.00	9/23/2014	
Dep	452312	9/23/2014	GENERAL FUND - Mail - is OPERATING	Check	0007354	17590		LEONARD ANIMAL HOSPITAL	2013-2014 priv license		24.20	9/23/2014	
Dep	452314	9/23/2014	GENERAL FUND - Mail - is OPERATING	Check	0007354	17590		LEONARD ANIMAL HOSPITAL	2014-2015 priv license		20.00	9/23/2014	
Dep	452315	9/23/2014	GENERAL FUND - Mail - is OPERATING	Check	0007354	29971		LEONARD ANIMAL HOSPITAL 2	2014-2015 priv license		20.00	9/23/2014	
Dep	452360	9/29/2014	GENERAL FUND - Mail - is OPERATING	Cash		26314		MAGIC CUTS LAWN CARE	2014-2015 priv license		20.00	9/30/2014	
Dep	452889	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0001778	29986		TREASURES & MORE (2)	2014-2015 PRIV LICENSE		25.00	9/30/2014	
Dep	452901	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0001778	29432		TREASURES & MORE INC	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452905	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0006151	00004		WHOLE HEALTH CONNECTION	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452915	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0002416	13602		PATRICK, LISA A	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452917	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0006292	00225		SCHROCK, HAL	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452918	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0006291	27761		HAL M SCHROCK, DDS PA	2014-2015 PRIV LICENSE		30.00	9/30/2014	
Dep	452924	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0005709	26010		ROY L WILSON	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452926	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0003061	29178		PRINTING SOMMO DIAGNOSTICS	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452928	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0001691	26401		DRAIN RIGHT	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452929	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0014473	24532		ADVANCED EYECARE LLC,	2014-2015 PRIV LICENSE		32.50	9/30/2014	
Dep	452931	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0004195	24734		FATTY'S SEAFOOD RESTUARANT,	2014-2015 PRIV LICENSE		45.00	9/30/2014	
Dep	452934	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0016223	24281		CENTURY 21 ERIC ENTERPRISES	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452936	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0001286	30270		NICK'S MEAT MARKET AND DELI	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452939	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0017209	26668		ADVANCE AUTO PARTS	2014-2015 PRIV LICENSE		200.00	9/30/2014	
Dep	452941	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	2181428	05521		PICAYUNE PIZZA #2333	2014-2015 PRIV LICENSE		115.00	9/30/2014	
Dep	452942	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0003573	26986		COMMERCIAL LAMINATED PRODUCTS	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452943	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0008555	27932		TGS INC DBA RICHIE'S PAWN & GUN COMPANY,	2014-2015 PRIV LICENSE		620.00	9/30/2014	
Dep	452944	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	4621275	10991		EDWARD D JONES & COMPANY,	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452945	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0025493	28023		PAUL'S PASTRY SHOP NORTH	2014-2015 PRIV LICENSE		80.00	9/30/2014	
Dep	452946	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	4621274	15640		EDWARD JONES & COMPANY,	2014-2015 PRIV LICENSE		30.00	9/30/2014	
Dep	452954	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0000541	30680		BONNIE BLUE BOUTIQUE	2014-2015 priv license		20.00	9/30/2014	
Dep	452966	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0002700	18891		PICAYUNE AUTO SALES	2014-2015 priv license		20.00	9/30/2014	
Dep	452968	9/29/2014	GENERAL FUND - Mail - is OPERATING	Check	0002700	27737		WINDMILL REALTY	2014-2015 priv license		20.00	9/30/2014	

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Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep	452972	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001134	27908		NORTHLAKE RADIOLOGY CONSULTANTS	2014-2015 PRIV LICENSE		30.00	9/30/2014	
Dep	452974	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0000284	30186		TEBO, TARA KELLAR PLLC	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452975	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0019862	16664		CHARLIE'S CUSTOM COLORS, INC	2014-2015 PRIV LICENSE		150.00	9/30/2014	
Dep	452976	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0156433	28006		BURKES OUTLET # 662	2014-2015 PRIV LICENSE		75.00	9/30/2014	
Dep	452977	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0014365	05333		FROSTOP	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452978	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	3154114	05419		QUICK & GRICE INC	2014-2015 PRIV LICENSE		112.50	9/30/2014	
Dep	452983	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	3154114	16729		HOOKERS ACE HARDWARE	2014-2015 PRIV LICENSE		92.50	9/30/2014	
Dep	452984	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	3168034	05287		QUICK & GRICE	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452985	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0005179	18666		WHITFIELD RENTALS	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	452987	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001047	30230		EASY MONEY PAWN, LLC	2014-2015 PRIV LICENSE		500.00	9/30/2014	
Dep	452988	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	30-0011500091	18396		WALGREEN'S 10290	2014-2015 PRIV LICENSE		695.00	9/30/2014	
Dep	452991	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Cash		06407		JOE B WHITEHEAD/MASTER A	2014-2015 PRIV LICENSE		20.00	9/30/2014	
Dep	453017	9/29/2014	GENERAL FUND - Mail - Is OPERATING	Check	0009216	05538		RUSHING JEWELERS	2014-2015 priv license		50.00	9/30/2014	
Dep	453044	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001094	28993		AUNT APRIL'S SWEET CREATIONS	2014-2015 priv license		20.00	10/01/2014	
Dep	453057	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001921	06106		LOE REALTY	2014-2015 priv license		20.00	10/01/2014	
Dep	453058	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0003894	27639		DONALD'S ELECTRIC SERVICE	2014-2015 priv license		20.00	10/01/2014	
Dep	453059	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0094055	14528		PAPA JOHN'S PIZZA #2649	2014-2015 priv license		20.00	10/01/2014	
Dep	453060	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	1267028	14720		CATO #603N	2014-2015 priv license		25.00	10/01/2014	
Dep	453063	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	1267027	05545		CATO FASHIONS # 603	2014-2015 priv license		25.00	10/01/2014	
Dep	453065	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Cash		18785		HERITAGE HOUSE INTERIORS, ETC	2014-2015 priv license		32.50	10/01/2014	
Dep	453078	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001648	17116		BARR, KATHRYN	2014-2015 Priv license		20.00	10/01/2014	
Dep	453083	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Cash		02460		NOEL, TYRONE	2014-2015 priv license		20.00	10/01/2014	
Dep	453085	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0003049	19829		MAGEE, BILLIE	2014-2015 PRIV LICENSE		20.00	10/01/2014	
Dep	453086	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Cash		28938		PICAYUNE COMPRO TAX	2014-2015 PRIV LICENSE		20.00	10/01/2014	
Dep	453103	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0004920	01941		AMERICAN LEGION #732013-2014	2014-2015 priv license		347.27	10/01/2014	
Dep	453113	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0004920	01941		AMERICAN LEGION #732014-2015 PRIV LICENSE			287.00	10/01/2014	
Dep	453132	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001026	30719		ADORABLE MOMENTS 4 D LLC	2014-2015 PRIV LICENSE		20.00	10/01/2014	
Dep	453133	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Cash		05281		GRANNY G'S SNOWBALL	2014-2015 PRIV LICENSE		20.00	10/01/2014	
Dep	453137	9/30/2014	GENERAL FUND - Mail - Is OPERATING	Check	0001001	13667		HILLER, SHERRY D	2014-2015 priv license		20.00	10/01/2014	

Run: 10/14/2014 @ 10:11 AM Page: 7

City of Picayune
Browse Receipts [GENERAL FUND - OPERATING, by Date]

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 453142	9/30/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003866	27958		TOURNE ELECTRIC	2014-2015 priv license		20.00	10/01/2014	
											13,000.32		

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

REGULAR MEETING OCTOBER 21, 2014

Motion was made by Council Member Valente, seconded by Council Member Stevens to acknowledge receipt of monthly Public Records Request report for the month of September 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS SEPTEMBER 2014				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
09/30/14	PICAYUNE HOUSING AUTHORITY	# 11 FINGER PRINTS	09/30/14	APPROVED
09/30/14	EMBER LOPEZ	ACCIDENT REPORT # 2014-09-1830	09/30/14	APPROVED
09/30/14	MARK DESELLES	ACCIDENT REPORT # 2014-09-1597	09/30/14	APPROVED
09/30/14	LUCILLE DAWSEY	RECORDS CHECK	09/26/14	APPROVED
09/29/14	ASHANTA MILLER	ACCIDENT REPORT # 2014-09-0532	09/29/14	APPROVED
09/29/14	DASHANTE KENNARD	ACCIDENT REPORT # 2014-09-1238	09/29/14	APPROVED
09/29/14	RANDY SHOEMAKE	ACCIDENT REPORT # 2014-09-1820	09/29/14	APPROVED
09/26/14	MARGIE ROBBINS	RECORDS CHECK	09/26/14	APPROVED
09/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1297	09/26/14	APPROVED
09/26/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1234	09/26/14	APPROVED
09/26/14	CARR INSURANCE	ACCIDENT REPORT # 2014-09-1617	09/26/14	APPROVED
09/26/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	09/26/14	APPROVED
09/25/14	ROSE MARY LEWIS	RECORDS CHECK	09/25/14	APPROVED
09/25/14	PRS, INC	ACCIDENT REPORT # 2014-09-1030	09/25/14	APPROVED
09/25/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1038	09/25/14	APPROVED
09/25/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0857	09/25/14	APPROVED
09/24/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-0782	09/24/14	APPROVED
09/24/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-0152	09/24/14	APPROVED
09/24/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0814	09/24/14	APPROVED
09/23/14	DREW WHITFIELD	ACCIDENT REPORT # 2014-09-1185	09/23/14	APPROVED
09/23/14	MATT DAUVIN	ACCIDENT REPORT # 2014-09-1042	09/23/14	APPROVED
09/23/14	BILL ESTES	ACCIDENT REPORT # 2014-09-1236	09/23/14	APPROVED
09/22/14	PATRICK ECK	ACCIDENT REPORT # 2014-09-1023	09/22/14	APPROVED
09/22/14	EMILE & RHONDA METZLER	# 2 RECORDS CHECK	09/22/14	APPROVED
09/22/14	RICKY FRIERSON	ACCIDENT REPORT # 2014-09-1353	09/22/14	APPROVED
09/18/14	DHS	RECORDS CHECK	09/18/14	APPROVED
09/18/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0808	09/18/14	APPROVED
09/17/14	USDC SOUTHERN DISTRICT	RECORD CHECK	09/17/14	APPROVED
09/16/14	TERRY GLEN WILLIAMS	ACCIDENT REPORT # 2014-09-0857	09/16/14	APPROVED
09/17/14	MS ABC ENFORCEMENT DISTRICT V	RECORDS CHECK	09/17/14	APPROVED
09/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0482	09/17/14	APPROVED
09/16/14	HIREN AMRAT BHAKTA	RECORDS CHECK	09/16/14	APPROVED
09/16/14	DENNIS CHARLES REESE	RECORDS CHECK	09/16/14	APPROVED
09/16/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-0124	09/16/14	APPROVED
09/16/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-04-0804	09/16/14	APPROVED
09/16/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-08-2325	09/16/14	APPROVED
09/15/14	FOY R WILLIAMS	ACCIDENT REPORT # 2014-09-0836	09/15/14	APPROVED
09/15/14	DAMON STAFFORD	ACCIDENT REPORT # 2014-09-0836	09/15/14	APPROVED
09/15/14	TAYLOR GAGLIANO	RECORDS CHECK	09/15/14	APPROVED
09/15/14	PEGGY FORE	ACCIDENT REPORT # 2014-09-0847	09/15/14	APPROVED
09/15/14	JACKIE GUIDRY	ACCIDENT REPORT # 2014-09-0397	09/15/14	APPROVED
09/15/14	SHEILA WALKER	ACCIDENT REPORT # 2014-09-0253	09/15/14	APPROVED
09/12/14	HANCOCK CO YOUTH COURT	RECORDS CHECK X2	09/12/14	APPROVED
09/12/14	FBI NICS	RECORDS CHECK	09/12/14	APPROVED
09/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-2475	09/12/14	APPROVED
09/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-0124	09/12/14	APPROVED
09/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-01833	09/12/14	APPROVED
09/12/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0124	09/12/14	APPROVED
09/12/14	JULIE & MICHAEL MAKAMSON	RECORDS CHECK X2	09/12/14	APPROVED
09/12/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-07-0494	09/12/14	APPROVED
09/12/14	NIKOLE TALKINGTON	RECORDS CHECK	09/12/14	APPROVED

REGULAR MEETING OCTOBER 21, 2014

09/11/14	BETHANY SPENCE	INCIDENT REPORT # 2014-08-2193	09/11/14	APPROVED
09/10/14	GEE DOCUMENT SERVICE	ACCIDENT REPORT # 2014-08-0639	09/10/14	APPROVED
09/10/14	GEE DOCUMENT SERVICE	ACCIDENT REPORT # 2014-08-0376	09/10/14	APPROVED
09/10/14	2 C'S INVESTIGATIVE SERVICES LLC	ACCIDENT REPORT # 2014-08-2325	09/10/14	APPROVED
09/10/14	PRS, INC	ACCIDENT REPORT # 2014-08-0124	09/10/14	APPROVED
09/10/14	CARR INSURANCE	ACCIDENT REPORT # 2014-08-2452	09/10/14	APPROVED
09/10/14	FBI NICS	RECORDS CHECK	09/10/14	APPROVED
09/10/14	FBI NICS	RECORDS CHECK	09/10/14	APPROVED
09/08/14	MYRTLE TAYLOR	ACCIDENT REPORT # 2014-08-2376	09/08/14	APPROVED
09/08/14	MYRA ESKUE	ACCIDENT REPORT # 2014-09-0515	09/08/14	APPROVED
09/05/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	09/05/14	APPROVED
09/05/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	09/05/14	APPROVED
09/05/14	LINDA GOWDY	ACCIDENT REPORT # 2014-09-0132	09/05/14	APPROVED
09/05/14	LEXIS NEXIS	INCIDENT REPORT # 2014-04-0664	09/05/14	APPROVED
09/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-2231	09/04/14	APPROVED
09/04/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-1209	09/04/14	APPROVED
09/04/14	JACQUELINE DIXON	RECORDS CHECK	09/04/14	APPROVED
09/04/14	JESSICA SHIYOU	INCIDENT REPORT # 2014-08-0850	09/04/14	APPROVED
09/03/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-1840	09/03/14	APPROVED
09/03/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-08-2038	09/03/14	APPROVED
09/03/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-08-0924	09/03/14	APPROVED
09/03/14	FARM BUREAU	ACCIDENT REPORT # 2014-08-2008	09/03/14	APPROVED
09/03/14	ALEXIS REVERE	RECORDS CHECK	09/03/14	APPROVED
09/02/14	AMANDA HAMILTON	ACCIDENT REPORT # 2014-074-0804	09/02/14	APPROVED
09/02/14	RAYMOND RUSH HOWELL	RECORDS CHECK	09/02/14	APPROVED
09/02/14	UNITED STATES DISTRICT COURT	RECORDS CHECK	09/02/14	APPROVED
09/02/14	HANCOCK CO YOUTH COURT	RECORD CHECK	09/02/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept the approved Planning Commission Minutes dated August 12, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept Planning Commission Minutes dated October 14, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE LETTER TO ATTORNEY GENERAL REQUESTING A SPECIAL PROSECUTOR

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize Mayor to sign a letter to the Attorney General's office requesting a special prosecutor be assigned to case # MC13-05536 and MC13-05537.



203 GOODYEAR BLVD
PICAYUNE, MS 39466
(601) 798-9770

October 21, 2014

To: Mississippi Attorney General Jim Hood

On this date, the City of Picayune Council voted to send this request to your office. This request is for a special prosecutor from your domestic violence division to come and prosecute a case with two charges: simple assault/domestic violence and disturbance of the family peace. It has come to our attention that the City Prosecutor, Prosecutor pro-tem, and County Prosecutor have a conflict with the case. Since we have been unsuccessful in finding someone to prosecute, it is in our belief that the best way to move forward with this case is to have a Prosecutor from your office come and prosecute.

Please call our Court Clerk, Lisa Albritton, for more information and a copy of the charges, if needed. Her number is (601)798-9773. You can also let her know of your decision on whether or not the request has been approved.

We appreciate your consideration for this request. As stated above, if more information is needed, please call and we forward it to you via fax, mail, or email. Thanks so much for your time.

Authorized Signature(s) and Title:

A handwritten signature in cursive script, appearing to read "Edward Pinero", is written over a horizontal line.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE HOME OCCUPATION LICENSE AT 717 MAGOLIA DRIVE

Motion was made by Council Member Valente, seconded by Council Member Bumpers to accept Planning Commission recommendation to approve a request for a

Home Occupation License from Laura A. Ewald at 717 Magnolia Lane to have office space for a publishing company.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUHTORIZE MAYOR'S SIGNATURE ON DESIGN AND CONSTRUCTION PHASE ENGINEERING CONTRACT FOR MAIN STREET PARKING PROJECT-PHASE 2

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize Mayor to sign Design and Construction Phase Engineering Contract for Main Street Parking Project-Phase 2.



October 14, 2014

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

RE: City of Picayune
Main Street Parking – Phase 2
Engineering Services

Dear Mayor Pinero:

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

I. Design and Bidding Phase

Dungan Engineering, P.A. will provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for the Main Street Parking Project – Phase 2 Project. The intent of this project is to provide safe parking for patrons visiting local businesses in the historical district. We will prepare all bidding documents for the parking project and make recommendations to the City Council on how to proceed once the bids are received.

II. Construction Phase

Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

III. Professional Fees

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

- Design and Bidding Phase – \$3,800.00
- Construction Phase - \$3,300.00

SERVICE. STRENGTH. SOLUTIONS.

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



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

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

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

Sincerely,

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

Accepted By Ed Pinen
City of Picayune

Enclosures

SERVICE. STRENGTH. SOLUTIONS.

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

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR TO SIGN THE EXTENDED MAINTENANCE AGREEMENT WITH FUEL MASTER (SYNTECH)

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize the Mayor to sign the Extended Maintenance Agreement for the Fuel Farm between the City of Picayune and Fuel Master (Syntech) for one year.



**FUELMASTER® Fuel Management System
Super Extended Maintenance Agreement**

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this date of **10/14/2014** at Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

CITY OF PICAYUNE
S/N 8107 \$2304.75

This initial term of this agreement shall commence as of **10/14/2014** and shall continue for a term expiring **10/13/2015**.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one year warranty that all FUELMASTER® customers receive. It covers parts and support labor for all FUELMASTER® components, both software and hardware (does not include equipment on vehicles [AIM units]), and provides free upgrades to software/firmware, as required.

Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Software updates will be provided free of charge upon request. The exception to this is for those systems operations with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance program will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or upgrade to the new software/firmware. Changes in hardware are not covered by this agreement.

Organizations under a super maintenance contract will be provided an email address, several phones / fax numbers and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics 24 hours a day, 7 days a week. Service will include a Help Desk that allows the customer the ability to access FUELMASTER® technicians at all times. Please note that damage resulting from acts of God (including equipment failures due to electrical surges and lightning damage) will be covered under this agreement. For sites / locations where STS or a STS trained distributor installed pulsers or valves, replacement parts will be provided upon failure and a site request.

Syn-Tech Systems, Inc.
100 Four Points Way
Tallahassee, FL 32305

marketing@syntech-fuelmaster.com
www.syntech-fuelmaster.com

800-888-9136
850-878-2558
(fax) 850-877-9327

REGULAR MEETING OCTOBER 21, 2014

After expiration of any warranty / previous maintenance period, STS will use a three-tier maintenance support system.

Level One: Customer must report problem by telephone to STS. Calls received after normal business hours or on federal holidays, will be answered within 1 hour after notification. Syn-Tech's Product Support Team will analyze the problem within 62 minutes of contact. The Product Support Team will diagnose software and hardware remotely with telephonic diagnostic tools. Product Support will assist the customer to diagnose and/or give corrective actions. Seventy-five percent of the problems received by Product Support are resolved at this level. If level One is ineffective in resolving the problem, Syn-Tech Systems, Inc. will move to Level Two service.

Level Two: Syn-Tech Systems, Inc. will send replacement parts to customer by the most expeditious means in support of Level One Maintenance. The customer will install the replacement parts, with telephonic assistance and direction from STS, provided that the customer may install them without special tools and within an estimated 30 minutes. The customer will be provided a prepaid shipping container for return of the defective part(s). The defective part(s) must be returned within seven business days.

Level Three: If Levels One and Two are ineffective in resolving the problem, Syn-Tech Systems, Inc. will dispatch a FUELMASTER® technician and spare parts to the customer's site to effect repairs as required. The customer's system must be repaired within three (3) working days in the customer's United States after seven (7) days outside the continental United States after notification that a site visit is required. Notification begins 8:00am on the first normal business day after Level Three assistance is determined. If this occurs on a normal business weekend or a federal holiday, the time starts on the next business day. If any types of clearances are necessary to access the site, notification time will not begin until the appropriate clearances are obtained.

Please note that damages from user abuse, negligence, accidents, faulty installation or operation is not covered under the agreement. This agreement specifically excludes any indirect, special consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including printer, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech Systems, Inc. are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations and is not transferable except by written permission of Syn-Tech Systems, Inc.

The parties deem this agreement to be executed by their duty authorized representatives on the Agreement date:

Syn-Tech Systems, Inc.

(Signature)

Patrick J. Peacock
(Name)

Syn-Tech Systems, Inc.
100 Four Points Way
Tallahassee, FL 32305

marketing@syntech-fuelmaster.com
www.syntech-fuelmaster.com

800-888-9136
850-878-2558
(fax) 850-877-9327

Customer:

CITY of PIdayone
(Company)

Ed Pinero
(Signature)

Ed PINERO - 601-799-5544
(Name & Telephone Number)

MAYOR
(Title)

Syn-Tech Systems, Inc.
100 Four Points Way
Tallahassee, FL 32305

marketing@syntech-fuelmaster.com
www.syntech-fuelmaster.com

800-888-9136
850-878-2558
(fax) 850-877-9327

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Valente to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, November 4, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Pro Temp Wayne Gouguet, Council Members Tammy Valente, Lynn Bumpers and Larry Breland, City Manager Jim Luke and City Clerk Amber Hinton. Mayor Ed Pinero and Council Member Jan Stevens were absent.

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

Opening prayer was given by Pastor Dale Claybough, followed by the Pledge of Allegiance led by Mayor Pro Temp Wayne Gouguet.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune dated October 21, 2014.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

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 Bumpers to acknowledge receipt of monthly budget report for the month of October 2014.

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

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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						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	500,000	0	0	41,667	(41,667)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	21,300	21,300	6,555	14,745	27
351-000-341.02-000-000 GROUND LEASES	12,480	0	0	1,040	(1,040)	0
351-000-374.00-000-000 FUEL SALES	4,000	278	278	333	(55)	7
Total Revenues	595,140	21,578	21,578	49,595	(28,017)	4
Expenditures						
Airport Expenses						
PERSONNEL	57,868	4,076	4,076	4,823	747	7
SUPPLIES	6,300	0	0	525	525	0
OUTSIDE SERVICES	55,756	1,215	3,427	4,648	1,221	6
CAPITAL OUTLAY	550,000	0	0	45,833	45,833	0
Total Airport Expenses	669,924	5,291	7,503	55,829	48,326	1
Total Expenditures	669,924	5,291	7,503	55,829	48,326	1
Excess Revenue Over (Under) Expenditures	(74,784)	16,287	14,075	(6,234)	(76,343)	19

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

Run: 10/30/2014 at 9:22 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	47	47	0	47	0
406-000-340.00-000-000 INTEREST INCOME	200	0	0	17	(17)	0
406-000-355.00-000-000 MISCELLANEOUS INCOME	350	0	0	29	(29)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	5,750	5,750	0	8
406-000-392.00-000-000 SALE OF LOTS	20,000	2,727	2,727	1,667	1,060	14
Total Revenues	89,550	8,524	8,524	7,463	1,061	10
Expenditures						
Cemetery Expenses						
PERSONNEL	76,355	3,501	3,501	6,363	2,862	5
SUPPLIES	7,967	390	390	666	276	5
OUTSIDE SERVICES	3,300	93	93	275	182	3
Total Cemetery Expenses	87,642	3,984	3,984	7,304	3,320	5
Total Expenditures	87,642	3,984	3,984	7,304	3,320	5
Excess Revenue Over (Under) Expenditures	1,908	4,540	4,540	159	(2,259)	238

**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

Run: 10/30/2014 at 9:22 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	250	0	0	21	(21)	0
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	2,747	2,747	0	2,747	0
110-043-341.00-000-000 RENT	67,875	0	0	5,656	(5,656)	0
110-402-260.00-000-000 SALES TAX-TOURISM	415,000	34,406	34,406	34,583	(177)	8
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	235	235	208	27	9
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,138	500	500	95	405	44
110-402-314.06-000-000 PARK TOURNAMENT FEES	550	0	0	46	(46)	0
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	8	(8)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM IMPROVEMENTS	250	0	0	21	(21)	0
110-402-346.01-000-000 PARK FUNDRAISER	0	1,000	1,000	0	1,000	0
Total Revenues	104,500	0	0	8,708	(8,708)	0
Expenditures						
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	592,163	38,888	38,888	49,346	(10,458)	7
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	380	380	417	37	8
CAPITAL OUTLAY	100,001	3,651	66,176	100,001	33,825	66
Total Sale of Lots Expenses	105,001	4,031	66,556	100,418	33,862	63
Recreation Expenses						
PERSONNEL	124,465	8,834	8,834	10,372	1,538	7
SUPPLIES	45,000	954	5,519	3,751	(1,768)	12
OUTSIDE SERVICES	140,947	8,955	8,955	11,746	2,791	6
CAPITAL OUTLAY	3,891	0	1,260	3,891	2,631	32
Total Recreation Expenses	314,303	18,743	24,568	29,760	5,192	8
Retirement Development Expenses						
Total Expenditures	419,304	22,774	91,124	130,178	39,054	22
Excess Revenue Over (Under) Expenditures	172,859	16,114	(52,236)	(80,832)	(49,512)	(30)

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

Run: 10/30/2014 at 9:22 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	1,290,836	382	382	107,570	(107,188)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME TAXES	226,443	17,005	17,005	18,870	(1,865)	8
001-000-202.00-000-000 PERSONAL TAXES	366,947	18	18	30,579	(30,561)	0
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	83	(83)	0
001-000-210.00-000-000 PENALTIES & INTEREST	24,588	553	553	2,049	(1,496)	2
001-000-214.00-000-000 TAX COLLECTION COSTS	65,133	592	592	5,428	(4,836)	1
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	3,502	3,502	3,138	364	9
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	3,825	0	0	319	(319)	0
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	662,686	33,940	33,940	55,224	(21,284)	5
001-000-222.00-000-000 BUILDING PERMITS	55,000	12,929	12,929	4,583	8,346	24
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	8,000	0	0	667	(667)	0
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	0	1,667	(1,667)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	2,292	(2,292)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	0	0	721	(721)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	0	1,458	(1,458)	0
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	150,000	0	0	12,500	(12,500)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,170,045	370,068	370,068	347,504	22,564	9
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	4,678	(4,678)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	183	183	1,666	(1,483)	1
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	153	(153)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	0	0	1,250	(1,250)	0
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	2,105	2,105	18,333	(16,228)	1
001-000-276.00-000-000 SCHOOL PATROL	120,696	111,522	111,522	10,058	101,464	92
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	387	387	1,083	(696)	3
001-000-330.00-000-000 COURT FINES & FEES	303,000	10,860	10,860	25,250	(14,390)	4
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,730	1,730	1,875	(145)	8
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	2,000	80	80	167	(87)	4
001-000-336.02-000-000 COURT EQUIPMENT	0	20	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	100	15	15	8	7	15
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	403	403	850	(447)	4
001-000-340.00-000-000 INTEREST EARNED	20,000	0	0	1,667	(1,667)	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	55	55	1,167	(1,112)	0
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	80,879	17,000	17,000	6,740	10,260	21
001-000-393.04-000-000 SALE OF SCRAP METAL-MAINTENANCE	0	184	184	0	184	0
Total Revenues	8,035,143	583,533	583,533	669,597	(86,064)	7
Expenditures						
Municipal Council Expenses						
PERSONNEL	67,163	4,598	4,598	5,598	1,000	7
SUPPLIES	500	0	420	42	(378)	84
OUTSIDE SERVICES	54,750	2,799	2,799	4,563	1,764	5

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Municipal Council Expenses	122,413	7,397	7,817	10,203	2,386	6
<u>Municipal Court Expenses</u>						
PERSONNEL	268,606	19,554	19,554	22,383	2,829	7
SUPPLIES	4,250	857	217	354	137	5
OUTSIDE SERVICES	68,125	5,950	5,950	5,678	(272)	9
Total Municipal Court Expenses	340,981	26,361	25,721	28,415	2,694	8
<u>City Attorney Expenses</u>						
PERSONNEL	19,616	660	660	1,634	974	3
OUTSIDE SERVICES	20,000	1,618	1,618	1,667	50	8
Total City Attorney Expenses	39,616	2,278	2,278	3,301	1,024	6
<u>City Manager Expenses</u>						
PERSONNEL	98,290	7,321	7,321	8,190	869	7
SUPPLIES	6,000	96	112	501	389	2
OUTSIDE SERVICES	15,300	564	564	1,276	712	4
Total City Manager Expenses	119,590	7,981	7,997	9,967	1,970	7
<u>General Services Expenses</u>						
PERSONNEL	17,307	1,229	1,229	1,444	215	7
SUPPLIES	7,700	290	497	642	145	6
OUTSIDE SERVICES	200,173	59,665	60,865	16,681	(44,184)	30
Total General Services Expenses	225,180	61,184	62,591	18,767	(43,824)	28
<u>Financial Expenses</u>						
PERSONNEL	141,525	10,457	10,457	11,793	1,336	7
SUPPLIES	7,500	270	450	625	175	6
OUTSIDE SERVICES	69,625	2,621	2,621	5,802	3,181	4
Total Financial Expenses	218,650	13,348	13,528	18,220	4,692	6
<u>Grant Expenses</u>						
PERSONNEL	20,793	1,514	1,514	1,733	219	7
SUPPLIES	4,000	0	0	333	333	0
OUTSIDE SERVICES	7,950	942	942	1,579	637	12
Total Grant Expenses	32,743	2,456	2,456	3,645	1,189	8
<u>Code Enforcement Expenses</u>						
PERSONNEL	150,905	11,220	11,220	12,576	1,356	7
SUPPLIES	4,300	83	330	358	128	5
OUTSIDE SERVICES	41,650	3,080	7,034	3,472	(3,562)	17
Total Code Enforcement Expenses	196,855	14,383	18,484	16,406	(2,078)	9
<u>Police Administration Expenses</u>						
PERSONNEL	126,602	9,777	9,777	10,550	773	8
SUPPLIES	7,500	311	655	625	(330)	13
OUTSIDE SERVICES	56,025	7,267	6,603	4,670	(2,133)	12
CAPITAL OUTLAY	8,657	0	0	721	721	0
Total Police Administration Expenses	198,784	17,355	17,535	16,566	(968)	9

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,398,337	97,120	97,120	116,529	19,409	7
SUPPLIES	136,750	7,426	8,483	11,396	2,913	6
OUTSIDE SERVICES	100,906	9,936	13,536	8,408	(5,128)	13
Total Patrol & Investigations Expenses	1,635,993	114,482	119,139	136,333	17,194	7
<u>Domestic Violence Grant Expenses</u>						
SUPPLIES	1,000	0	0	83	83	0
Total Domestic Violence Grant Expenses	1,000	0	0	83	83	0
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	170,227	10,310	10,310	14,185	3,875	6
SUPPLIES	61,500	3,011	3,599	5,124	1,525	6
OUTSIDE SERVICES	15,500	280	280	1,292	1,012	2
Total Custody of Prisoners Expenses	247,227	13,601	14,189	20,601	6,412	6
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	357,332	24,416	24,416	29,778	5,362	7
SUPPLIES	6,500	0	0	541	541	0
OUTSIDE SERVICES	20,300	2,792	2,792	1,691	(1,101)	14
Total Records & Communications Expenses	384,132	27,208	27,208	32,010	4,802	7
<u>School Patrol Expenses</u>						
PERSONNEL	173,763	12,731	12,731	14,481	1,750	7
SUPPLIES	6,000	599	599	500	(99)	10
OUTSIDE SERVICES	3,750	212	212	313	101	6
Total School Patrol Expenses	183,513	13,542	13,542	15,294	1,752	7
<u>Animal Control Expenses</u>						
PERSONNEL	30,601	2,193	2,193	2,549	356	7
SUPPLIES	2,780	307	307	231	(76)	11
OUTSIDE SERVICES	42,650	4,425	4,425	(1,028)	(5,453)	10
Total Animal Control Expenses	76,031	6,925	6,925	1,752	(5,173)	9
<u>Fire Department Expenses</u>						
PERSONNEL	2,006,143	145,886	145,886	167,179	21,293	7
SUPPLIES	54,600	10,278	3,389	4,550	1,161	6
OUTSIDE SERVICES	82,889	7,892	9,898	6,907	(2,991)	12
Total Fire Department Expenses	2,143,632	164,056	159,173	178,636	19,463	7
<u>Streets & Drainage Expenses</u>						
PERSONNEL	328,630	23,035	23,035	27,385	4,350	7
SUPPLIES	169,105	6,641	13,254	14,092	838	8
OUTSIDE SERVICES	302,050	32,839	31,144	25,172	(5,972)	10
Total Streets & Drainage Expenses	799,785	62,515	67,433	66,649	(784)	8
<u>Grounds & Beautification Expenses</u>						

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

Run: 10/30/2014 at 9:22 AM

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
PERSONNEL	344,870	27,612	27,612	28,740	1,128	8
SUPPLIES	94,844	6,334	5,457	7,905	2,448	6
OUTSIDE SERVICES	20,950	1,334	1,753	1,746	(7)	8
Total Grounds & Beautification Expenses	460,664	35,280	34,822	38,391	3,569	8
Equipment Maintenance Expenses						
PERSONNEL	46,331	2,352	2,352	3,861	1,509	5
SUPPLIES	14,110	91	252	1,176	924	2
OUTSIDE SERVICES	10,300	463	463	859	396	5
CAPITAL OUTLAY	184	0	184	184	0	100
Total Equipment Maintenance Expenses	70,925	2,906	3,251	6,080	2,829	5
Transfers Expenses						
OUTSIDE SERVICES	433,318	5,750	5,750	36,110	30,360	1
Total Transfers Expenses	433,318	5,750	5,750	36,110	30,360	1
Aid to Other Govts Expenses						
OUTSIDE SERVICES	19,280	1,607	1,607	1,607	0	8
Total Aid to Other Govts Expenses	19,280	1,607	1,607	1,607	0	8
Total Expenditures	7,950,312	600,615	611,446	659,036	47,591	8
Excess Revenue Over (Under) Expenditures	84,831	(17,062)	(27,913)	10,561	(133,655)	(33)

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

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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	7,500	0	0	625	(625)	0
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,640	0	0	220	(220)	0
405-000-351.02-000-000 MISC TAP INCOME	25,000	1,050	1,050	2,083	(1,033)	4
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,638	4,638	4,500	138	9
405-000-355.00-000-000 MISC INCOME	112,000	9,041	9,041	9,333	(292)	8
405-000-355.01-000-000 MISC INCOME BAGS	4,000	248	248	333	(85)	6
405-000-360.01-000-000 METERED SALES WATER	1,721,138	129,362	129,362	143,428	(14,066)	8
405-000-360.02-000-000 METERED SALES GAS	2,235,400	120,909	120,909	186,283	(65,374)	5
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	125	125	167	(42)	6
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,904	12,904	12,083	821	9
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,716	81,716	76,250	5,466	9
Total Revenues	5,223,678	359,993	359,993	435,305	(75,312)	7
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	8,333	8,333	0	8
Total Intrafund Transfers Expenses	100,000	8,333	8,333	8,333	0	8
Utility Administration Expenses						
PERSONNEL	564,707	43,076	43,076	47,059	3,983	8
SUPPLIES	29,000	819	902	2,416	1,514	3
OUTSIDE SERVICES	205,250	36,477	36,477	35,437	(1,040)	18
Total Utility Administration Expenses	798,957	80,372	80,455	84,912	4,457	10
Director of Public Works Expenses						
PERSONNEL	159,997	11,994	11,994	13,334	1,340	8
SUPPLIES	16,616	3,038	776	1,949	1,173	5
OUTSIDE SERVICES	79,615	4,954	4,954	6,635	1,681	6
CAPITAL OUTLAY	2,203	440	0	370	370	0
Total Director of Public Works Expenses	258,431	20,426	17,724	22,288	4,564	7
Water Regulations Expenses						
PERSONNEL	44,627	3,533	3,533	3,720	187	8
SUPPLIES	39,950	1,963	353	3,350	2,977	1
OUTSIDE SERVICES	6,608	17	17	551	534	0
Total Water Regulations Expenses	91,185	5,513	3,903	7,601	3,698	4
Well and Pump Maintenance Expenses						
SUPPLIES	18,975	895	1,515	1,581	66	8
OUTSIDE SERVICES	94,582	6,379	6,806	7,882	1,076	7
Total Well and Pump Maintenance Expenses	113,557	7,274	8,321	9,463	1,142	7
Sewer Construction Expenses						
Utility Construction Expenses						

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2014**

Run: 10/30/2014 at 9:27 AM

Page: 2

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
PERSONNEL	172,998	12,253	12,253	14,417	2,164	7
SUPPLIES	40,135	3,286	3,700	3,345	(355)	9
OUTSIDE SERVICES	30,630	86	4,835	2,552	(2,283)	16
Total Utility Construction Expenses	243,763	15,624	20,788	20,314	(474)	9
Water Operations Expenses						
PERSONNEL	325,607	15,301	15,301	27,134	11,833	5
SUPPLIES	139,025	4,759	39,812	11,586	(8,226)	29
OUTSIDE SERVICES	20,350	573	4,592	1,696	(2,866)	23
CAPITAL OUTLAY	163,856	0	0	31,989	31,989	0
Total Water Operations Expenses	648,838	20,633	59,705	72,405	12,700	9
Gas Operations Expenses						
PERSONNEL	241,372	17,982	17,982	20,114	2,132	7
SUPPLIES	1,436,600	180,368	179,872	119,716	(60,156)	13
OUTSIDE SERVICES	80,300	1,355	3,201	6,693	3,492	4
CAPITAL OUTLAY	2,407,670	197,850	197,850	200,639	2,789	8
Total Gas Operations Expenses	4,165,942	397,555	396,905	347,162	(51,743)	10
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,414	72,414	67,500	(4,914)	9
Total Garbage Expenses	810,000	72,414	72,414	67,500	(4,914)	9
Loan Interest Expenses						
INTEREST EXPENSE	87,957	3,596	3,596	7,330	3,734	4
Total Loan Interest Expenses	87,957	3,596	3,596	7,330	3,734	4
Total Expenditures	7,318,630	631,740	674,144	647,308	(26,836)	9
Excess Revenue Over (Under) Expenditures	(2,094,952)	(271,747)	(314,151)	(212,003)	(48,476)	(15)

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF OATH'S OF OFFICE FOR MUNICIPAL COURT DEPUTY CLERK

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge receipt of Oath of Office for Municipal Court Deputy Clerks Reba Tate.

OATH OF OFFICE

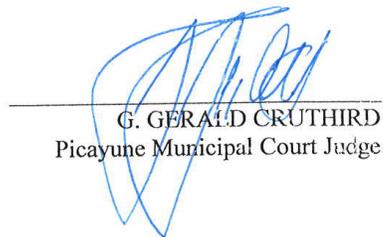
THE STATE OF MISSISSIPPI

CITY OF PICAYUNE

I, Reba Tate, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof, that I am not disqualified from holding the office of Municipal Court Deputy Clerk of the City of Picayune in said state; that I will faithfully discharge the duties of the office upon which I am about to enter, SO HELP ME GOD.



Sworn to and subscribed before me, this 1st day of October,
2014.



G. GERALD CRUTHIRD
Picayune Municipal Court Judge

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Item # 18

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

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 Bumpers to approve the docket for November 4, 2014 in the amount of \$ 872,444.39.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT GOVERNOR'S PROCLAMATION IN REGARDS TO HOLIDAYS

Motion was made by Council Member Breland, seconded by Council Member Valente to accept the Governor's Proclamation in regards to the Thanksgiving, Christmas and New Year's holiday.

PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 27, 2014, in observance of THANKSGIVING DAY; on Thursday, December 25, 2014, in observance of CHRISTMAS DAY; and on Thursday, January 1, 2015, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 28, 2014, in further observance of the Thanksgiving holiday, on Wednesday, December 24, 2014, in further observance of Christmas and on Friday, January 2, 2015, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 23rd day of October in the year of our Lord, two thousand and fourteen, and of the Independence of the United States of America, the two hundred and thirty-ninth.

Handwritten signature of Phil Bryant in cursive.

**PHIL BRYANT
GOVERNOR**

BY THE GOVERNOR

Handwritten signature of C. Delbert Hosemann, Jr. in cursive.

**C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE**

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The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouquet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATIONS FOR THE LIGHTING PROJECT ON WEST CANAL ST

Motion as made by Council Member Breland, seconded by Council Member Valente to accept donations totaling \$2,000.00 for the lighting project on West Canal St.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE THE PLACEMENT OF THE “FALLEN SOLDIER BATTLE CROSS” MONUMENT

Motion was made by Council Member Valente, seconded by Council Member Bumpers to acknowledge the placement of the “Fallen Solder Battle Cross” Monument to be located by the flag pole in front of City Hall on Goodyear Blvd. on November 11, 2014 at 11:00.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH CITY’S ANNUAL CONTINUING DISCLOSURE FILING REQUIREMENT

Motion was made by Council Member Breland, seconded by Council Member Valente to approve Resolution of the City Council of the City of Picayune, Mississippi authorizing the employment of professionals in connection with the City’s annual continuing disclosure filing requirement and authorize Mayor and City Clerk to sign all necessary documents.

The City Council (the "Governing Body") of the City of Picayune, Mississippi (the "City") took up for consideration the matter of establishing appropriate policies and procedures regarding continuing disclosure obligations and thereupon Council Member Breland offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY") AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S ANNUAL CONTINUING DISCLOSURE FILING REQUIREMENT PURSUANT TO RULE 15C2-12, AS AMENDED FROM TIME TO TIME; AUTHORIZING AND APPROVING THE FORM OF A MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE (THE "QUESTIONNAIRE") AND THE FILING OF THE QUESTIONNAIRE WITH THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND APPROVING THE FORM OF AND ADOPTION OF POLICIES AND PROCEDURES FOR CONTINUING DISCLOSURE/SEC RULE 15C2-12 COMPLIANCE; AND FOR RELATED PURPOSES.

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule (the "Annual Filing");

WHEREAS, the Governing Body finds it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi to serve as dissemination agent and to prepare and distribute all necessary documents in connection with the City's Annual Filing and to approve the form of the engagement letter in connection with the City's Annual Filing;

WHEREAS, the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") was created by the SEC to encourage self-reporting by issuers of possible violations related to potential misrepresentations in offering documents concerning an issuer's prior compliance with continuing disclosure obligations through the filing of a Municipalities Cooperation Initiative Questionnaire for Self-Reporting Entities (the "Questionnaire");

WHEREAS, the Governing Body finds it is in the best interest of the City to participate in the Initiative and to approve the form/forms of the Questionnaire and to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi as special counsel to the City to submit the Questionnaire to the SEC and to approve the form of the engagement letter in connection with submission of the Questionnaire to the Initiative; and

WHEREAS, the Governing Body finds it is in the best interest of the City to monitor post issuance compliance in connection with the City's outstanding bond obligations and pursuant to the City's continuing disclosure agreements/certificates executed in connection with

the City's outstanding bond obligations and to approve the form of and execution of the Policies and Procedures For Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), to be dated as of the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Picayune, Mississippi, acting for and on behalf of the City, as follows:

SECTION 1. That the Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as dissemination agent and to compile the necessary information, with the assistance of the City, in connection with the City's Annual Filing, and the Mayor and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT A**.

SECTION 2. The Governing Body of the City hereby approves the participation in the Initiative and the form of the Questionnaire and the Mayor and/or the City Clerk of the City are hereby authorized and directed to execute said Questionnaire on behalf of the City, which said Questionnaire shall be in substantially the form attached hereto as **EXHIBIT B**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 3. The Governing Body of the City hereby employs the law firm of Butler Snow LLP to serve as special counsel to the City in connection with the participation in the Initiative, and the Mayor and/or the City Clerk of the City are hereby authorized and directed to execute and deliver the engagement letter, attached hereto as **EXHIBIT C**. The Governing Body of the City hereby authorizes the City Clerk and the City Attorney to assist Butler Snow LLP in connection with the participation in the Initiative.

SECTION 4. Butler Snow, LLP, Ridgeland, Mississippi is hereby approved to submit the Questionnaire for and on behalf of the City on or before December 1, 2014 to the SEC.

SECTION 5. The form of the Policy is hereby approved, and the Mayor and the City Clerk of the City are hereby authorized and directed to execute said Policy on behalf of the City. All provisions of the Policy, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this Resolution fully and to the same extent as if separately set out verbatim herein, which said Policy shall be in substantially the form attached hereto as **EXHIBIT D**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 6. The Mayor and/or City Clerk or any other authorized officer of the Governing Body, be, and they are hereby authorized and directed for and on behalf of the City, to take any and all such actions as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority.

SECTION 7. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but

REGULAR MEETING NOVEMBER 4, 2014

only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

Following further discussion of the foregoing Resolution, Council Member Valente seconded the motion for its adoption and the question being put to a roll call vote, and the result was as follows:

Mayor Ed Pinero	Voted: <u>Absent</u>
Council Member Tammy Valente	Voted: <u>YAY</u>
Council Member Lynn Bogan Bumpers	Voted: <u>YAY</u>
Council Member Jan Stevens	Voted: <u>Absent</u>
Council Member Larry Breland	Voted: <u>YAY</u>
Council Member Wayne Gouquet	Voted: <u>YAY</u>

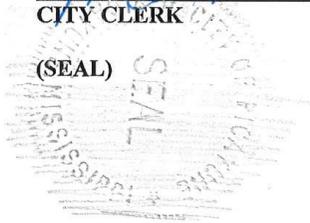
The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 4 day of November, 2014.

ATTEST:

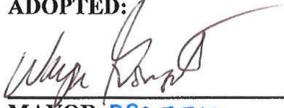


CITY CLERK

(SEAL)



ADOPTED:



MAYOR PRO TEMP

EXHIBIT A

DISSIMINATION AGENT ENGAGEMENT LETTER

November 4, 2014

VIA E-MAIL AT AHINTON@PICAYUNE.MS.US

City of Picayune, Mississippi
Attn: Amber Hinton, City Clerk
203 Goodyear Boulevard
Picayune, MS 39466

Re: City of Picayune, Mississippi 2015 Continuing Disclosure Submission

Dear Ms. Hinton:

We served as Bond Counsel in connection with various bond issues of the City. In the past, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to the (i) (a) Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to Rule 15c2-12, as amended from time to time (the "Rule") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"), and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule (together (a) and (b) are the "National Repository"); and (ii) any public or private repository or entity designated by the State as a State repository for the purposes of the Rule (the "State Repository" and together with the National Repository, the "Repository"), together with any identifying information or other information then required to accompany the applicable filing (the "Accompanying Information"). This continuing disclosure requirement is set forth in the Rule and requires such updated data be filed with EMMA no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 31, 2015.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the SEC where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented hereunder, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the matters hereunder and (iv) the responsibilities we will assume in connection therewith. Based on

REGULAR MEETING NOVEMBER 4, 2014

the foregoing, we estimate that our fees for legal services hereunder will be between \$3,000 and \$5,000.

This letter authorizes us to incur expenses and make disbursements on behalf of the City, which will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is the Butler Snow billing policy

If you would like for us to handle this matter for you, please have this proposal approved and return a signed copy of this letter to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER SNOW LLP

Lucien L. Bourgeois

APPROVED BY:

Name: _____

Title: _____

We do not wish to retain Butler Snow LLP to prepare the Continuing Disclosure Information Statement for the City of Picayune.

Name: _____

Title: _____

Date: _____

cc: Nathan S. Farmer, Esq., City of Picayune, Mississippi City Attorney
(via email to: nathansfarmer@bellsouth.net)

Exhibit A

**BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014**

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page
	Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour

Document Scanning	No charge for routine scanning (except evidentiary materials) Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>
Oversize documents (size in excess of 11 x 17)	\$10.00/page

Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
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Data/Audio/Visual Duplication & Reproduction	CD/DVD: Portable Media Devices:	\$12.00 for each disc Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Filtering/Searching: Data Processing Native: Data Processing Full Tiff: Data Storage:	\$50.00/gb per occurrence \$200.00/gb per occurrence \$250.00/gb per occurrence \$15.00/gb per mo.
Computerized Legal Research	No charge for basic research. \$25/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval	
Electronic retrieval of Court documents	\$0.40 / document	
Electronic retrieval of Court documents	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.	
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS	
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-No charge; 10-25 miles one way - \$25.00; over 25 miles one way - \$10.00/hour plus mileage; Service of Subpoenas/Summons - \$35.00 plus delivery	
Overnight Package Delivery	Charged at actual cost per package	
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost	

EXHIBIT B
FORM OF QUESTIONNAIRE



**U.S. SECURITIES AND EXCHANGE COMMISSION
DIVISION OF ENFORCEMENT**

**MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE
QUESTIONNAIRE FOR SELF-REPORTING ENTITIES**

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in SEC Form 1662, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name:
Individual Contact Title:
Individual Contact telephone:
Individual Contact Fax number:
Individual Contact email address:

Full Legal Name of Self-Reporting Entity:
Mailing Address (number and street):
Mailing Address (city):
Mailing Address (state): Mississippi
Mailing Address (zip):

2. Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Mississippi
Full Name of Issuing Entity:
Full Legal Name of Obligor (if any):
Full Name of Security Issue:
Initial Principal Amount of Bond Issuance:
Date of Offering:
Date of final Official Statement (format MMDDYYYY):
Nine Character CUSIP number of last maturity:

3. Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):

- Issuer
 Obligor
 Underwriter

4. Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):

Senior Managing Underwriting Firm:
Primary Individual Contact at Underwriter:

Financial Advisor:
Primary Individual Contact at Financial Advisor:

Bond Counsel Firm:
Primary Individual Contact at Bond Counsel:

Law Firm Serving as Underwriter's Counsel:
Primary Individual Contact at Underwriter's Counsel:

Law Firm Serving as Disclosure Counsel:
Primary Individual Contact at Disclosure Counsel:

5. Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have led to the potentially inaccurate statements (attach additional sheets if necessary):
PLEASE SEE ATTACHED EXHIBIT L M A L ; D M F P L

REGULAR MEETING NOVEMBER 4, 2014

On behalf of
I hereby certify that the Self-Reporting Entity intends to consent to the applicable
settlement terms under the MCDC Initiative.

By: _____

Name of Duly Authorized Signer:

Title:

EXHIBIT C

SPECIAL COUNSEL ENGAGEMENT LETTER

November 4, 2014

VIA E-MAIL AT AHINTON@PICAYUNE.MS.US

City of Picayune, Mississippi
Attn: Amber Hinton, City Clerk
203 Goodyear Boulevard
Picayune, MS 39466

Re: City of Picayune, Mississippi 2015 MCDC/SEC Initiative

Dear Ms. Hinton:

This letter is to confirm our engagement as special counsel to the City of Picayune, Mississippi (the "City") in connection with advising the City with regard to possible participation in the Municipalities Continuing Disclosure Cooperation Initiative (the "Initiative") of the Securities and Exchange Commission (the "SEC"). This letter sets forth the role we propose to serve and the responsibilities we propose to assume as special counsel to the City in connection with this engagement. Our engagement hereunder is as special counsel to the City and we are not representing any officer or any individual member of the governing body of the City in connection with these matters.

Scope of Services

We understand our employment will include conferences with the City with regard to its past compliance with its continuing disclosure undertakings in connection with prior City financings, reviewing statements made by the City regarding its compliance in Official Statements delivered to investors since 2009, and advising the City about whether to participate in the Initiative. Our services do not include financial advice to the City. Our services as special counsel to the City are limited to those contracted for explicitly herein and the execution of this letter by the City constitutes an acknowledgment of those limitations.

Attorney-Client Relationship

In performing our services as special counsel, the City will be our client. We will represent the interests of the City, respectively, rather than the City Council, the Council's individual members, or the City's employees.

Conflicts of Interest

Before accepting any new business, the Mississippi Rules of Professional Conduct (the "Rules") require us to evaluate whether there exist any ethical constraints to representing the City. We have completed a conflicts check within our firm and have found no current conflict between the City and our existing clients.

As we discussed, we have served as bond counsel to the City in connection with bond issuances which we understand have been self-reported by certain underwriters under the Initiative and are included under Exhibit C attached hereto. We have participated in the preparation of official statements and continuing disclosure undertakings subject to our bond counsel representation. We have also assisted the City with certain annual continuing disclosure undertakings related to City bond issuances.

The Initiative may create a tension between the City and its officials, employees and representative advisors. Initiative participation does not protect individuals associated with bond issues from further enforcement action. If the SEC pursues action against City officials as a result of information gleaned from the Initiative questionnaire, representatives of the City may be required to cooperate with the SEC in the ensuing investigation. The information in the MCDC questionnaire may also lead to investigations of and enforcement actions against City advisors such as underwriters, financial advisors or bond lawyers.

At this time, to the best of our knowledge, the SEC has made no allegations against City representatives or advisors as described in the immediately preceding paragraph. It is possible, though, that the interests of the City and Butler Snow may diverge in connection with Butler Snow representation hereunder in the event that the SEC pursues action against other transaction participants (including Butler Snow) as a result of the Initiative. The City and Butler Snow hereby agree that should there ever be any litigation, arbitration or other adversary proceeding, claim or dispute that may result in a conflict of interest between Butler Snow and the City, Butler Snow may be required to either request additional waivers from the City and/or terminate our engagement as special counsel hereunder.

Financial Arrangements

Our fees hereunder will be based upon (i) our current understanding of the terms, the structure, size and schedule of the financings which may be represented by the Initiative, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the Initiative and (iv) the responsibilities we will assume in connection therewith. Based on the foregoing, we estimate that our fees for legal services hereunder will be between \$3,000 and \$5,000.

This letter authorizes us to incur expenses and make disbursements on behalf of the City, which will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs. Attached as Exhibit A is the Butler Snow billing policy.

Document Retention

Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain only the electronic version while your matter is pending. Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client

City of Picayune
November 4, 2014
Page 3

file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached as Exhibit B and incorporated herein by reference.

Termination of Engagement

Upon completion of our services as outlined in this letter, our responsibilities as special counsel will terminate and our representation of the City and the attorney-client relationship created by this engagement letter will be concluded. Should the City seek other, additional legal services, we would be happy to discuss the nature and extent of our separate engagement at that time.

We are pleased to have the City as our client, and look forward to a mutually satisfactory and beneficial relationship. If the foregoing terms are acceptable to you, please so indicate by returning a copy of this letter signed by the appropriate individual so authorized for the City and keeping a copy for your files. Thank you.

BUTLER SNOW LLP

Accepted and Approved:
CITY OF PICAYUNE, MISSISSIPPI

By: _____
Title: _____
Date: _____

Enclosures

cc: Nathan S. Farmer, Esq., City of Picayune, Mississippi City Attorney
(via email to: nathansfarmer@bellsouth.net)

**Exhibit A
BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2014**

Butler Snow LLP (the "Firm") will bill clients on a monthly basis for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our payment terms are payment within **15 days** of receipt of the bill, unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction	No charge for routine reproduction (under 50 pages per day)
Normal sized documents (up to 11 x 17)	For reproduction in excess of 50 pages per day – Black & White: \$0.10/page Color: \$0.25/page
	Bates Labeling – Electronic: \$0.05/page Manual: \$0.15/page
Oversize documents (size in excess of 11 x 17)	Charge for each page – no exclusion Black & white: \$6.00/page Color: \$30.00/page
Electronic Data Manipulation for reproduction	\$75 per hour

	No charge for routine scanning (except evidentiary materials)
Document Scanning	Bulk scanning of evidentiary documents: \$0.06/page <i>(additional charge for document coding)</i>

REGULAR MEETING NOVEMBER 4, 2014

Oversize documents (size in excess of 11 x 17)	\$10.00/page
Wire Transfers	Outgoing: International: \$50/wire Domestic: \$25/wire
Data/Audio/Visual Duplication & Reproduction	CD/DVD: \$12.00 for each disc Portable Media Devices: Priced per data storage size
Electronically Stored Information (Litigation Support Services)	Data Filtering/Searching: \$50.00/gb per occurrence Data Processing Native: \$200.00/gb per occurrence Data Processing Full Tiff: \$250.00/gb per occurrence Data Storage: \$15.00/gb per mo.
Computerized Legal Research	No charge for basic research. \$25/search for public records, special treatises, briefs, motions and expert directory databases. Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	\$0.40 / document
Electronic retrieval of Court documents	No charge for calls or Fax transmissions within the United States. Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries under 10 miles one way-No charge; 10-25 miles one way - \$25.00; over 25 miles one way - \$10.00/hour plus mileage; Service of Subpoenas/Summons - \$35.00 plus delivery
Overnight Package Delivery	Charged at actual cost per package
Postage	No charge for routine postage (under \$25 per day) Bulk mailing postage: at actual cost

Exhibit B

**NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES**

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records or documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

REGULAR MEETING NOVEMBER 4, 2014

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

Exhibit C

Bond Issues Reported to SEC

\$3,000,000 Combined Utility System Revenue Bonds, Series 2013 dated 4/01/13 (Duncan-Williams, Inc.)

EXHIBIT D

POLICY

23251994 v1

**CITY OF PICAYUNE, MISSISSIPPI
POLICIES AND PROCEDURES
FOR CONTINUING DISCLOSURE/SEC RULE 15c2-12 COMPLIANCE**

I. Statement of Purpose

This Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (this "**Policy**") designates specific policies of the City of Picayune, Mississippi (the "**Issuer**") to monitor and ensure post issuance compliance under and pursuant to its continuing disclosure agreements/certificates (the "**CDA**") in connection with certain bond obligations (the "**Obligations**") issued by the Issuer with applicable provisions of the Securities and Exchange Commission's ("**SEC**") Rule 15c2-12 (the "**Rule**").

This Policy describes various procedures and systems designed to identify on a timely basis facts relevant to demonstrating compliance with the requirements that must be satisfied subsequent to the issuance of Obligations in order that the Obligations be, or continue to be, in compliance with the CDA and the Rule. The Issuer recognizes that compliance with the Rule is an on-going process, necessary, during the entire term of the Obligations, and is an integral component of the Issuer's overall debt management policies. Accordingly, the analysis of those facts and implementation of this Policy will require on-going monitoring and may require consultation with bond counsel or other professionals beyond the scope of their initial engagement with respect to the issuance of particular Obligations.

II. Responsible Parties

- A. The _____ shall identify an appropriate officer (currently the _____) to be responsible for monitoring the Issuer's post-issuance compliance issues (the "**Staff Designee**"). The _____ shall be responsible for ensuring an adequate succession plan for transferring post-issuance compliance responsibility when changes in officers and staff occur.
- B. The Staff Designee will coordinate procedures for record retention and review of such records.
- C. The Staff Designee will review post-issuance compliance procedures and systems on a periodic basis, but not less than annually, will keep a log to document such reviews, and will consult as necessary with the Issuer's financial advisor and bond counsel.
- D. The Staff Designee shall maintain originals and copies of all documents and other records relating to the Obligations.
- E. The Staff Designee will review each issue of Obligations for compliance with this Policy on a periodic basis, but not less than annually, and will keep a log to document such reviews.

III. General Recordkeeping

The Staff Designee will maintain and store a copy of the following documents on file at all times for the life of the Obligations plus three (3) years:

- Financing transcript (may be in CD form);
- Copy of the CDA for each Obligation;
- Copy of the Official Statement for each Obligation;
- Copy of any rating reports or analysis;
- Copy of any defeasance, refunding or redemption notices;
- Copy of any Material Event Notice (as defined below);
- Copy of any Notice of Failure to File Annual Report (as defined below);
- Copy of any Annual Filing (as defined below);
- Copy of Financial Statements of the Issuer; and
- Copy of Current Budget information of the Issuer.

IV. Annual Filing

The following relate to compliance with the Rule regarding Annual Filings of Obligations.

The Staff Designee will:

- A. Appoint or engage bond counsel or a dissemination agent (the "**Agent**") to assist in carrying out its obligations under this Policy, each CDA and the Rule. If the Issuer does not engage an Agent to file its Annual Filing, the Staff Designee shall be responsible for submitting the information required in this Policy directly to the MSRB (as defined below) through EMMA (as defined below) pursuant to each CDA.
- B. Confirm that the Agent has filed with the Municipal Securities Rulemaking Board (the "**MSRB**") through the EMMA Dataport ("**EMMA**") at <http://www.emma.msrb.org>; information which is consistent with the requirements under its CDA (the "**Annual Filing**") no later than the date required for the reporting of each Annual Filing as determined by each CDA (the "**Report Date**"). The Annual Filing may be submitted as a single document or as separate documents comprising a package, and may be submitted separately from the balance of the Annual Filing.
- C. If the Issuer is unable to provide the Annual Filing or portions of the Annual Filing by the Report Date, confirm that the Agent has filed on the Report Date a notice to the MSRB (the "**Notice of Failure to File**") in substantially the form attached hereto as **Exhibit A**.
- D. Confirm that the Agent has filed audited financial statements by the Report Date. If audited financial statements are unavailable by the Report Date, confirm that the Agent has filed a Notice of Failure to File on the Report Date.
- E. Confirm that the Agent has filed the budget for the next fiscal year by the Report Date.
- F. Confirm that the Annual Report contains the appropriate information as required by its CDA. Examples of the following information typically required in an Annual Report are as follows:

1. Audited Financial Statements;
 2. Budget for next fiscal year;
 3. Accounting principles pursuant to which the Audited Financial Statements were prepared; and
 4. Operating and financial information contained in the official statement in connection with the Obligation.
- G. Confirm that no listed event as required by the Issuer's CDA has occurred. If the Issuer determines that a listed event has occurred, confirm that the Agent causes a notice of such occurrence (the "**Material Event Notice**") to be filed with the MSRB on or before the time period prescribed by the Rule, through EMMA, together with a cover sheet in substantially the form attached hereto as **Exhibit B**.

V. Material Event Notice

The following policies relate to compliance with regulations regarding the filing of a Material Event Notice.

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any Listed Event (defined below) within ten (10) days after the occurrence of the event.
- B. Confirm that the Material Event Notice of such Listed Event was provided to the MSRB, through EMMA, within ten (10) days after the occurrence of an event.

Listed Events include:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

(10) Release, substitution, or sale of property, if any, securing repayment of the Obligations, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

VI. Rating Changes

The following policies relate to compliance with regulations regarding any rating changes. Rating changes may include, without limitation, any change in rating on the Obligations

The Staff Designee will:

- A. Notify Bond Counsel and/or the Agent of any rating change within ten (10) days after the occurrence of the event.
- B. Confirm that the rating change was provided to the MSRB, through EMMA, within ten (10) days after the rating change in the form of the Material Event Notice.

VII. Defeasance of Obligations

The following policies relate to compliance with regulations regarding any defeasance of any Obligations.

The Staff Designee will:

- A. Confirm Bond Counsel and/or the Agent has filed notice of the defeasance in the form of a Material Event Notice and that the Material Event Notice provides explicit disclosure as to whether the Obligations have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

VIII. Training

The following policies relate to compliance with regulations regarding training of staff in connection with the Policy.

The Staff Designee will consult with Bond Counsel and/or the Agent on appropriate training of responsible employees and staff in connection with this Policy.

Adopted on _____, 2014.

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Picayune, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report as required by its continuing disclosure undertakings. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF PICAYUNE, MISSISSIPPI

By: _____
Authorized Officer

EXHIBIT B

MATERIAL EVENT NOTICE COVER SHEET

Name of Issuer: City of Picayune, Mississippi

Date of Issuance: _____, 2014

CUSIP Numbers: _____, _____, _____

Description of the attached Material Event Notice (Check One):

- 1. _____ Principal and interest payment delinquencies
- 2. _____ Non-Payment related defaults, if material
- 3. _____ Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
- 4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
- 5. _____ Substitution of credit or liquidity providers, or their failure to perform
- 6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
- 7. _____ Modifications to rights of Bondholders, if material
- 8. _____ Bond calls, if material, and tender offers
- 9. _____ Defeasances
- 10. _____ Release, substitution, or sale of property, if any, securing repayment of the securities
- 11. _____ Rating changes
- 12. _____ Bankruptcy, insolvency, receivership or other similar event of the State
- 13. _____ The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- 14. _____ Appointment of a successor or additional trustee or the change of name of a trustee, if material
- 15. _____ Failure to provide annual financial information as required by the Rule
- 16. _____ Other material event notice (specify) _____

I hereby represent that I am authorized by the City/Other Obligated Person or its agent to distribute this information publicly:

Signature: _____
 Name: _____ Title: _____
 Employer: _____
 Address: _____
 Issuer, State, Zip Code: _____
 Voice Telephone Number: _____

23251857 v1

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE FIRE DEPARTMENT TO APPLY FOR ASSISTANCE TO FIREFIGHTERS GRANT

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize Fire Department to apply for "Assistance to Firefighters" grant for the purpose to obtain extrication tools and authorize Chief Keith Brown as the signee.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Valente to recess until Tuesday, November 18, 2014 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Pro Temp Wayne Gouguet, Council Members Valente, Bumpers and Breland

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Ed Pinero and Council Member Jan Stevens

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, November 18, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated November 4, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of monthly Privilege License report for the month of October 2014.

REGULAR MEETING NOVEMBER 18, 2014

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We b
Dep	453156	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0006398	26910	KELLIE'S POOR BOY EXPRESS	2014-2015 priv license		20.00	10/06/2014	
Dep	453167	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		26038	SEAN ONE AUDIO	2014-2015 priv license		22.00	10/06/2014	
Dep	453177	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		27948	PRETTY NAILS	2014-2015 priv license		22.00	10/06/2014	
Dep	453205	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002073	11657	MANUFACTURED HOMES & RV PARTS	2014-2015 Privilege license		20.00	10/06/2014	
Dep	453206	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003313	14289	PICAYUNE PHYSICAL THERAPY CENT	2014-2015 priv license		30.00	10/06/2014	
Dep	453207	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000631	29899	INFUSED LLC	2014-2015 priv license		20.00	10/06/2014	
Dep	453231	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		02434	JACKSON LANDING FOOD	2014-2015 priv license		38.50	10/06/2014	
Dep	453258	10/01/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30966	NICHOLSON QUICK STOP	2014-2015 PRIV LICENSE		20.00	10/06/2014	
Dep	453348	10/02/2014	GENERAL FUND - OPERATING	Mail - Is	Check	22.00	29695	GRAY, JAMES L ATTY	2014-2015 priv license		22.00	10/06/2014	
Dep	453491	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0558604	04797	SOUTHMS HME HEALTH	2014-2015 PRIV LICENSE		30.00	10/06/2014	
Dep	453492	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002232	28040	DESTINY'S STANDOUT STYLES	2014-2015 PRIV LICENSE		20.00	10/06/2014	
Dep	453498	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0044746	00591	PAUL BOUNDS, INC.	2014-2015 PRIV LICENSE		230.00	10/06/2014	
Dep	453498	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	1518405	27881	GOODY'S # 348	2014-2015 PRIV LICENSE		200.00	10/06/2014	
Dep	453500	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0260894	17380	DEVEREUX & NGUYEN ORTHODONTICS	2014-2015 PRIV LICENSE		30.00	10/06/2014	
Dep	453678	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001165	30286	RES CLOTHING AND ACCESSORIES	2014-2015 priv license		20.00	10/06/2014	
Dep	453682	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30022	OLD TOWN COFFEE SHOP	2014-2015 priv license		20.00	10/06/2014	
Dep	453687	10/03/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001169	30208	SHABBY CHIC ETC.,	2014-2015 priv license		20.00	10/06/2014	
Dep	453987	10/06/2014	GENERAL FUND - OPERATING	Mail - Is	Check	3919388	13572	FAMILY DOLLAR 434100/4995,	2014-2015 priv license		62.50	10/08/2014	
Dep	453988	10/06/2014	GENERAL FUND - OPERATING	Mail - Is	Check	3919388	27170	FAMILY DOLLAR STORE #9470,	2014-2015 priv license		62.50	10/08/2014	
Dep	453989	10/06/2014	GENERAL FUND - OPERATING	Mail - Is	Check	3919388	29721	FAMILY DOLLAR STORE # 10685	2014-2015 priv license		32.50	10/08/2014	
Dep	454070	10/06/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		00034	EARL & MARY'S T-SHIRT	2014-2015 priv license		22.00	10/08/2014	
Dep	454112	10/06/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		29992	FRIZZ, LLC	2014-2015 PRIV LICENSE		22.00	10/08/2014	
Dep	454617	10/08/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		05617	EASTERLING, JAMES A	2014-2015		22.00	10/08/2014	
Dep	454633	10/08/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		27947	GLOBAL TAX SOLUTIONS	2014-2015 priv license		22.00	10/08/2014	
Dep	454864	10/08/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0000287	16517	NAMIAS, RAYMOND J	2014-2015 PRIV LICENSE		20.00	10/08/2014	
Dep	454865	10/08/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003067	19707	PATRICK C ECK DDS LLC	2014-2015 PRIV LICENSE		20.00	10/08/2014	
Dep	455628	10/10/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0008946	19861	ROBERTSON BROTHERS LLC,	2014-2015 priv license		20.00	10/13/2014	
Dep	455643	10/10/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002037	28042	INSTANT BAIL BONDING	2014-2015 priv license		22.00	10/13/2014	
Dep	455645	10/10/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001817	27964	A+ JAILBREAK BAIL BONDING	2014-2015 priv license		20.00	10/13/2014	
Dep	455775	10/10/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30987	LEE'S MINI STORAGE CAR WASH	2014-2015 PRIV LICENSE		20.00	10/13/2014	

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Run: 11/14/2014 @ 9:03 AM **City of Picayune** **Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]** Page: 2

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date
Dep	455919	10/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002315	28924	PAUL'S PASTRY PRODUCTIONS, LLC	2014-2015 priv license		30.00	10/13/2014
Dep	455936	10/13/2014	GENERAL FUND - OPERATING	Mail - Is	Check		17322	LARocca, JR, FRANK J	2014-2015 priv license		22.00	10/13/2014
Dep	456114	10/14/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		02555	JOHNS, CHARLEY	2014-2015 PRIV LICENSE		22.00	10/16/2014
Dep	456571	10/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003939	29189	ICE HOUSED ALLEN	2014-2015 priv license		22.00	10/16/2014
Dep	456573	10/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001303	27921	GOFF, PECAN GROVE TRAILER PARK	2014-2015 priv license		22.00	10/16/2014
Dep	456577	10/15/2014	GENERAL FUND - OPERATING	Mail - Is	Check	1518543	27869	GAMIESTOP	2014-2015 priv license		50.00	10/16/2014
Dep	456600	10/15/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		28078	ACOSTA	2014-2015 priv license		22.00	10/16/2014
Dep	456666	10/15/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		28011	CONSTRUCTION OLD SCHOOL PRODUCTION	2014-2015 priv license		22.00	10/16/2014
Dep	457054	10/17/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		05297	TWO SISTERS KITCHEN	2014-2015 priv license		22.00	10/24/2014
Dep	457156	10/17/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001364	19984	THOMPSON, RHONDA & LAVAR	2014-2015 priv license		20.00	10/24/2014
Dep	457158	10/17/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001363	26657	THOMPSON INVESTMENTS & CONSTRUCTION, LLC	2014-2015 priv license		20.00	10/24/2014
Dep	457273	10/17/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0002024	28524	FASHION RECYCLE,	2014-2015 priv license		22.00	10/24/2014
Dep	457768	10/21/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		00087	FLOWERS BY GEORGIA	priv license 2014-2015		22.00	10/24/2014
Dep	458228	10/22/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009502	30902	EWALD, LAURA A	2014-2015 PRIV LICENSE		20.00	10/24/2014
Dep	458512	10/24/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0001005	31016	DAVIS SPORTS & OUTDOORS	2014-2015 PRIV LICENSE		25.00	10/24/2014
Dep	458837	10/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	6075378	16461	HOME DEPOT #2915	2014-2015 priv license		1,840.00	10/30/2014
Dep	458840	10/27/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0009671	05556	PINE TREE LANES	2014-2015		22.00	10/30/2014
Dep	458891	10/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0028514	28880	WILLIS COMMUNICATIONS	2014-2015 priv license		75.00	10/30/2014
Dep	459000	10/29/2014	GENERAL FUND - OPERATING	Mail - Is	Check	0003524	14244	A NEW CREATION STYLING SALON INC.	2014-2015 priv license		20.00	10/30/2014
Dep	459099	10/30/2014	GENERAL FUND - OPERATING	Mail - Is	Check	209000836	11936	PICAYUNE ITEM	2014-2015 PRIV LICENSE		75.00	10/30/2014
Dep	459102	10/30/2014	GENERAL FUND - OPERATING	Mail - Is	Cash		30263	PARTY Tyme!	2014-2015 PRIV LICENSE		22.00	10/30/2014
											3,569.00	

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of monthly Public Records Request report for the month of October 2014.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS OCTOBER 2014				
DATE	PERSON REQUESTING	SUBJECT MATTER	DATE FILLED/ DENIED	ACTION
10/31/14	PICAYUNE HOUSING AUTHORITY	FINGERPRINTS	10/31/14	APPROVED
10/31/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-1933	10/31/14	APPROVED
10/31/14	SAFeway INSURANCE COMPANY	ACCIDENT REPORT # 2014-10-1508	10/31/14	APPROVED
10/31/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-10-0439	10/31/14	APPROVED
10/31/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-10-1212	10/30/14	APPROVED
10/30/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-01-0071	10/30/14	APPROVED
10/30/14	PRS INC	ACCIDENT REPORT #2014-10-1190	10/30/14	APPROVED
10/30/14	C & C LAND SERVICES	ACCIDENT REPORT # 2014-10-1000	10/30/14	APPROVED
10/30/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-10-1476	10/30/14	APPROVED
10/30/14	FBI NICS	RECORDS CHECK	10/30/14	APPROVED
10/30/14	FBI NICS	RECORDS CHECK	10/30/14	APPROVED
10/29/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/29/14	APPROVED
10/30/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/30/14	APPROVED
10/29/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-1508	10/29/14	APPROVED
10/29/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-1598	10/29/14	APPROVED
10/29/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-1505	10/29/14	APPROVED
10/29/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-1729	10/29/14	APPROVED
10/29/14	KACIE DANGELO	ACCIDENT REPORT # 2014-10-1955	10/29/14	APPROVED
10/29/14	TUCKER BUCHANAN	SUBPOENA DUCES TECUM 2014-08-2013	10/28/14	APPROVED
10/28/14	ANTOINETTE MUNSON	RECORDS CHECK	10/28/14	APPROVED
10/28/14	BRENDA PRICE	ACCIDENT REPORT # 2014-10-0439	10/28/14	APPROVED

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10/28/14	ROY HUGHES	ACCIDENT REPORT # 2014-10-1505	10/28/14	APPROVED
10/28/14	ERNA BREWER	ACCIDENT REPORT # 2014-10-1505	10/28/14	APPROVED
10/27/14	AMY WILLIS	ACCIDENT REPORT # 2014-10-1729	10/27/14	APPROVED
10/27/14	CARL CHASTANT	ACCIDENT REPORT # 2014-10-1834	10/27/14	APPROVED
10/27/14	CAROL MOSES	ACCIDENT REPORT # 2014-10-1212	10/27/14	APPROVED
10/23/14	GARIANA MCKNIGHT	ACCIDENT REPORT # 2014-10-1476	10/23/14	APPROVED
10/22/14	PATRICIA STOCKSTILL	ACCIDENT REPORT # 2014-10-1190	10/22/14	APPROVED
10/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0630	10/22/14	APPROVED
10/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0630	10/22/14	APPROVED
10/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0714	10/22/14	APPROVED
10/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0836	10/22/14	APPROVED
10/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-0346	10/22/14	APPROVED
10/22/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-1107	10/22/14	APPROVED
10/22/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-2055	10/22/14	APPROVED
10/22/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-1617	10/22/14	APPROVED
10/22/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-1597	10/22/14	APPROVED
10/21/14	CIARA CEASER	ACCIDENT REPORT # 2014-10-0572	10/21/14	APPROVED
10/21/14	TIERRA BAGLEY	ACCIDENT REPORT # 2014-08-1606	10/21/14	APPROVED
10/22/14	FBI NICS	RECORDS CHECK	10/22/14	APPROVED
10/22/14	FBI NICS	RECORDS CHECK	10/22/14	APPROVED
10/22/14	ZACHARY MERVICH	ACCIDENT REPORT # 2014-10-1190	10/22/14	APPROVED
10/22/14	OPHELIA SMITH	ACCIDENT REPORT # 2012-08-1958	10/22/14	APPROVED
10/22/14	COREN NIXON	ACCIDENT REPORT # 2014-10-0439	10/21/14	APPROVED
10/20/14	RAVEN MALLEY	RECORDS CHECK	10/20/14	APPROVED
10/20/14	TANYA HANCOCK	ACCIDENT REPORT # 2014-10-1107	10/20/14	APPROVED
10/17/14	RACHEL OLMOS	ACCIDENT REPORT # 2014-10-0953	10/17/14	APPROVED
10/17/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-09-1692	10/17/14	APPROVED
10/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1023	10/17/14	APPROVED
10/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0350	10/17/14	APPROVED
10/17/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0417	10/17/14	APPROVED
10/16/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-0512	10/16/14	APPROVED
10/16/14	LEXIS NEXIS	INCIDENT REPORT # 2014-10-0492	10/16/14	APPROVED
10/16/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0431	10/16/14	APPROVED
10/16/14	THERON EGANA	ACCIDENT REPORT # 2014-10-0206	10/16/14	APPROVED
10/15/14	HILIARY DICKENS	ACCIDENT REPORT # 2014-10-0350	10/15/14	APPROVED
10/15/14	KANDY MICKLE	ACCIDENT REPORT # 2014-10-0149	10/15/14	APPROVED
10/15/14	DEPT OF PUBLIC SAFETY	RECORDS CHECK	10/15/14	APPROVED
10/14/14	DEPT OF HUMAN SERVICES	RECORDS CHECK	10/14/14	APPROVED
10/14/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/14/14	APPROVED
10/15/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/15/14	APPROVED
10/15/14	ROBERT WOODYARD	ACCIDENT REPORT # 2014-10-0335	10/15/14	APPROVED
10/14/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0755	10/14/14	APPROVED
10/14/14	FARM BUREAU	ACCIDENT REPORT # 2014-09-0755	10/14/14	APPROVED
10/14/14	WILLIAM ANTHONY KING III	RECORD'S CHECK	10/14/14	APPROVED
10/14/14	KORTNEY WHEAT	RECORDS CHECK	10/14/14	APPROVED

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10/14/14	JANESHIA WILLIAMS	RECORDS CHECK	10/14/14	APPROVED
10/14/14	ANGEL KINNA	ACCIDENT REPORT # 2014-10-0946	10/14/14	APPROVED
10/14/14	ANGELA LEE FOR MARTY LEE	ACCIDENT REPORT # 2014-10-0428	10/14/14	APPROVED
10/13/14	ANGELA SMITH	ACCIDENT REPORT # 2014-10-0222	10/13/14	APPROVED
10/13/14	AMANDA MARSHALL	ACCIDENT REPORT # 2014-10-0222	10/13/14	APPROVED
10/13/14	CLIFF E WILLIAM	ACCIDENT REPORT #2014-10-0417	10/13/14	APPROVED
10/13/14	TIFFANY HALFORD	RECORD'S CHECK	10/13/14	APPROVED
10/13/14	IRA J BURGE	ACCIDENT REPORT # 2014-10-0714	10/13/14	APPROVED
10/10/14	STACEY STANFORD	ACCIDENT REPORT # 2014-10-0604	10/10/14	APPROVED
10/10/14	DENNIS SMITH	ACCIDENT REPORT # 2014-10-0222	10/10/14	APPROVED
10/10/14	ALBERT MARS	ACCIDENT REPORT # 2014-09-1297	10/10/14	APPROVED
10/09/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-07-2083	10/09/14	APPROVED
10/09/14	PROGRESSIVE INSURANCE COMPANY	ACCIDENT REPORT # 2014-09-1987	10/09/14	APPROVED
10/09/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0149	10/09/14	APPROVED
10/08/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/09/14	APPROVED
10/09/14	DHS	RECORDS CHECK X 2	10/09/14	APPROVED
10/09/14	LAURIE MANSFIELD	ACCIDENT REPORT # 2014-10-0604	10/09/14	APPROVED
10/09/14	LARRY WALKER	RECORDS CHECK	10/09/14	APPROVED
10/09/14	WADE MAXWELL	RECORDS CHECK	10/09/14	APPROVED
10/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-2035	10/08/14	APPROVED
10/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-2109	10/08/14	APPROVED
10/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-10-0052	10/08/14	APPROVED
10/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-2087	10/08/14	APPROVED
10/018/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1483	10/08/14	APPROVED
10/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1820	10/08/14	APPROVED
10/08/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-0900	10/08/14	APPROVED
10/08/14	PICKLES EXPRESS DOCUMENTS	RECORDS CHECK	10/08/14	APPROVED
10/08/14	BRITTANY ANNE GUILLOTTE	RECORDS CHECK	10/08/14	APPROVED
10/06/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-1820	10/06/14	APPROVED
10/06/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-1236	10/06/14	APPROVED
10/07/14	LAURA LEIGH HODGE	RECORDS CHECK AND FINGERPRINT	10/07/14	APPROVED
10/07/14	JAMES B HODGE	RECORDS CHECK	10/07/14	APPROVED
10/07/14	JOHN B BERRY	ACCIDENT REPORT # 2013-06-2304	10/07/14	APPROVED
10/07/14	LAERRIKA S PIERCE	ACCIDENT REPORT # 2014-09-2055	10/07/14	APPROVED
10/07/14	BP PROPERTY	ACCIDENT REPORT # 2013-07-0072	10/07/14	APPROVED
10/03/14	DHS BAY ST LOUIS	RECORDS CHECK	10/03/14	APPROVED
10/03/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/03/14	APPROVED
10/03/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/03/14	APPROVED
10/03/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/03/14	APPROVED
10/13/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/03/14	APPROVED
10/13/14	USDC SOUTHERN DISTRICT	RECORDS CHECK	10/03/14	APPROVED
10/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1238	10/02/14	APPROVED
10/02/14	ROGER SPENCE	ACCIDENT REPORT # 2014-09-2087	10/02/14	APPROVED

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10/02/14	NIKOLE HART	ACCIDENT REPORT # 2014-09-1238	10/02/14	APPROVED
10/02/14	NIKOLE HART	ACCIDENT REPORT # 2014-09-2109	10/02/14	APPROVED
10/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1242	10/02/14	APPROVED
10/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1234	10/02/14	APPROVED
10/02/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1280	10/02/14	APPROVED
10/02/14	CASSIE GILUSO	RECORDS CHECK	10/02/14	APPROVED
10/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1597	10/01/14	APPROVED
10/01/14	LEXIS NEXIS	ACCIDENT REPORT # 2014-09-1545	10/01/14	APPROVED
10/01/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-0397	10/01/14	APPROVED
10/01/14	METROPOLITAN REPORTING BUREAU	ACCIDENT REPORT # 2014-09-0545	10/01/14	APPROVED
10/01/14	SUSAN BET-SAYAD	ACCIDENT REPORT # 2014-09-2035	10/01/14	APPROVED
10/01/14	SARAH BAUGHMAN	RECORDS CHECK	10/01/14	APPROVED
10/01/14	MORRIS BART, LTD	ACCIDENT REPORT # 2014-09-1242	10/01/14	APPROVED
10/001/14	WILLENA A LEE	ACCIDENT REPORT # 2014-09-1297	10/01/14	APPROVED
10/01/14	FARM BUREAU	ACCIDENT REPORT # 2014-09-1400	10/01/14	APPROVED
10/01/14	FRILLOT LLC	RECORDS CHECK	10/01/14	APPROVED
10/01/14	GEORGIA LINDSEY	RECORDS CHECK	10/01/14	APPROVED
10/01/14	USDC SOUTHERN DISTRICT	RECORDS CHECK X 3	10/01/14	APPROVED

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT APPROVED PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept the approved Planning Commission Minutes dated October 14, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission Minutes dated November 10, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR CHRISTY GOSS

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize Christy Goss (Retirement Development) to travel to Schaumburg, IL for "RPI Live South Expo" on January 16-19, 2015.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO RENEW THE CITY'S PARTICIPATION IN BEING A CERTIFIED RETIREMENT CITY WITH THE HOMETOWN MISSISSIPPI LIVING PROGRAM

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the request to renew the City's participation in being a Certified Retirement City with the Hometown Mississippi Living Program for the years 2015-2020.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT MISSISSIPPI HOMELAND SECURITY GRANT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Mississippi Homeland Security Grant in the amount of \$10,500 for the purpose of purchasing communications equipment. This grant is 100% funded.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM MORRIS HOLDINGS LLC TO RE-SUBDIVIDE PARCELS ON SOUTH HARVEY AVE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission recommendation to approve request from

Morris Holdings, LLC to re-subdivide one parcel into two parcels of property being located at South Harvey Ave. (Highway 11) said property is zone C-2.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM D K MAGEE FOR A HOME OCCUPATION LICENSE

Motion was made by Council Member Gouquet, seconded by Council Member Stevens to accept Planning Commission recommendation to approve request for a Home Occupation License for property located at 155 Kendrick Lane for an office in order to manage rental property which is zoned A-1.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ADOPT ORDINANCE #918 REGARDING SPECIAL USE PERMIT FEES

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to adopt Ordinance # 918 amending Ordinances 882 and 900 regarding Special Use Permit fees and authorize City Clerk to refund all Special Use Permit Liquor fees.

ORDINANCE NUMBER 918

OF THE CITY OF PICAYUNE, MISSISSIPPI, AMENDING ORDINANCE NO. 882 AND ORDINANCE 900, WHICH ESTABLISHED REGULATIONS FOR THE DESIGNATION AND LOCATION OF QUALIFIED RESORT AREAS WITHIN THE MUNICIPAL BOUNDARY AND JURISDICTION OF THE CITY OF PICAYUNE, MISSISSIPPI AND REPEALING ALL CONFLICTING PROVISIONS OF THE ZONING ORDINANCES OF THE CITY OF PICAYUNE

WHEREAS, the City of Picayune (the “City”) conducted a special election on November 9, 2010, in which the majority of the voters voted for the establishment of qualified resort areas in the City of Picayune, Mississippi, pursuant to House Bill 1441, which was approved by the Governor on April 17, 2009 .

WHEREAS, the City, adopted Ordinance No. 882 which provided for the regulation and control of the qualified resort areas within the municipal boundaries of the City of Picayune, and other matters to accomplish the purposes and goals set forth herein, and the City Council of the City of Picayune having determined that the adoption of this ordinance shall serve, preserve and protect the health, safety and welfare of the residents of the City of Picayune, Mississippi.

WHEREAS, the City finds that Ordinance No. 882 and Ordinance No. 900 has to be amended due to some changes in the laws of the State of Mississippi regarding beer and light wine; and, further to allow for greater flexibility of the application and permit process.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Picayune, Mississippi that Ordinance No. 882 and Ordinance No. 900 shall be amended as follows, to-wit:

Section 1. Designated Qualified Resort Areas

This Ordinance is an extension of the City of Picayune Zoning Ordinances and shall be interpreted in accordance with the Miss. Code Ann. Sections 17-1-1, et. seq. (1972), as amended. Additionally, all requirements, restrictions and powers that are imposed to Zoning Ordinances through Miss. Code Ann. Sections 17-1-1, et. seq. shall apply to this Ordinance.

The purpose of this Ordinance is to establish rules regulating qualified resort areas within the City with the objective of protecting and promoting public safety and welfare, and to mitigate adverse impacts on the community while promoting economic development.

Notwithstanding any other provision of the ordinances of the City of Picayune, City Qualified Resort Areas shall be regulated and governed by the following regulations and requirements.

Section 2. Definitions

- A. 50% Food Rule – the requirement that no business location shall qualify as a Restaurant under this Ordinance unless fifty percent (50%) or more of the revenue derived from such business location shall be from the preparation, cooking and serving of meals and not from the sale of beverages, or unless the value of food given to and consumed by customers is equal to fifty percent (50%) or more of total revenue. This provision shall not apply to Hotels or Clubs defined hereafter.**
- B. Alcoholic Beverage – any alcoholic liquid, including wines, light wines, and native wines, containing any alcohol content, capable of being consumed as a beverage by a human being which shall include beer containing any alcohol content. The words “Alcoholic Beverage” shall not include ethyl alcohol manufactured or distilled solely for fuel purposes.**
- C. City Qualified Resort Areas – Hotels or Restaurants within the City which have received a special use permit to allow for the sale of Alcoholic Beverages in accordance with the guidelines detailed in this Ordinance.**
- D. Hotel – an establishment which, in consideration of payment, food and lodging is habitually furnished to travelers and wherein are located at least twenty (20) adequately furnished and completely separate sleeping rooms with adequate facilities that persons usually apply for and receive as overnight accommodations.**
- E. Ordinance – Ordinance of the City of Picayune, Mississippi Establishing Regulations for the Designation and Location of Qualified Resort Areas within the Municipal Boundary and Jurisdiction of the City of Picayune, Mississippi, and Repealing All Conflicting Provisions of the Zoning Ordinance of the City of Picayune.**
- F. Person – any individual, partnership, corporation, association or other legal entity whatsoever.**
- G. Restaurant – a place which is regularly and in a bona fide manner used and kept open for the serving of meals to guests for compensation, which has suitable seating facilities for guests, and which has suitable kitchen facilities connected therewith for cooking an assortment of foods and**

meals commonly ordered at various hours of the day the service of such food as sandwiches and salads only shall not be deemed in compliance with this requirement. No place shall qualify as a Restaurant under this Ordinance unless fifty percent (50%) or more of the revenue derived from such place shall be from the preparation, cooking and serving of meals and not from the sale of beverages, or unless the value of food given to and consumed by customers is equal to fifty percent (50%) or more of total revenue.

- H. Club -means an association or a corporation: (1) organized or created under the laws of the State of Mississippi for a period of five (5) years prior to July 1, 1966; (2) organized not primarily for pecuniary profit but for the promotion of some common object other than the sale or consumption of alcoholic beverages; (3) maintained by its members through the payment of annual dues; (4) owning, hiring or leasing a building or space in a building of such extent and character as may be safe, suitable and adequate for the reasonable and comfortable use and accommodation of the Club's member and their guests; (5) the affairs and management of which are conducted by a board of directors, board of governors, executive committee, or similar governing body chosen by the members at a regular meeting held at some periodic interval; and, (6) no member, officer, agent or employee of which is paid, or directly or indirectly receives, in the form of a salary or other compensation any profit from the distribution or sale of alcoholic beverages to the Club or to members or guests of the club beyond such salary or compensation as may be fixed and voted at a proper meeting by the board of directors or other governing body out of the general revenues of the Club.

Section 3. Special Use Permits

City Qualified Resort Areas may be located in commercial zoning districts designated only as C-2 and C-3 in the City only by the issuance of a special use permit pursuant to the provisions of this Ordinance. Special use permits for a City Qualified Resort Area shall be issued under the following process, to-wit:

- A. Hereby created pursuant to this Ordinance is a Alcoholic Beverage Panel ("Panel"). The Panel shall consist of one or more person(s) appointed by the City Manager. This Panel shall receive the sworn written application from the applicant in the manner set forth hereafter in this Ordinance. The Panel shall examine and verify the information is true and correct on said written application; determine if the applicant and/or the written application conforms to the provisions of this Ordinance; and, determine if the issuance of same does not violate any Federal or State laws; or, does not violate any Ordinance. The Panel shall recommend either approval or denial of the written application and shall return the application with such recommendation in writing to the City Council within twenty (20) working

days from receipt of same. If the application is denied by the City Council, then, the applicant shall have the right to appeal such decision as set forth in Section 9. of this Ordinance.

- B. At the time of filing the written application for the issuance of a special use permit under this Ordinance, there shall be paid to the City of Picayune a fee of Three Hundred Dollars (\$300.00) per application for a special use permit to sell, dispense, furnish or give away Alcoholic Beverages defined as any alcoholic liquid, including light wines of less than five percent (5%) of alcohol by weight and beer of less than eight percent (8%) by weight, capable of being consumed as a beverage by a human being as provided for in Section 67-3-5, Mississippi Code of 1972, but shall not include native wines. This fee shall be refunded to the applicant if the application for a special use permit is denied.**
- C. The applicant shall be responsible for performing, at his/her/its expense, all actions required by this Ordinance or by law for the request, If authorized or granted, to be effective, including the preparation of all applications, draft orders, notices, exhibits, affidavits, transcripts, documents and records; etc....**
- D. The Panel shall determine in writing the request for a Special Use is in conformance with the City's formally adopted Comprehensive Plan; shall not adversely affect the neighborhood, public interest, and general welfare; shall not violate the provisions of this Ordinance; shall not violate any Federal or State Law or any City Ordinance; and, shall provide for suitable off street parking spaces.**
- E. Upon arriving at a recommendation as set forth above, the Panel will prepare and forward to the City Council a written recommendation along with a complete copy of all documents submitted to the Panel. The City Council shall have the final authority regarding the approval or disapproval of the issuance of the Special Use Permit in accordance with this Ordinance and the laws of the State of Mississippi. Following the consideration of the documents from the Panel, together with any evidence presented to the City Council, the City Council may approve in whole or in part the recommendation of the Panel; reject in whole or in part the recommendation of the Panel; modify in whole or in part the recommendation of the Panel; remand in whole or in part the recommendation, record and application with instructions from the City Council; or, take the application, record and recommendation from the Panel under advisement. The applicant shall have the right to appeal the decision of the City Council as set forth in Section 9. of this Ordinance.**

Section 4. Qualified Resort Area Standards

- A. The sale of Alcoholic Beverages in City Qualified Resort Areas shall be limited to on premises consumption in Restaurants, Clubs and Hotels, subject to the restrictions detailed in this Ordinance.**
- B. Restaurants and Clubs shall be permitted to sell, dispense, furnish or give away Alcoholic Beverages between the hours of 10:00 a.m. and 12:00 midnight Monday through Sunday; and, New Years Eve day from 10:00 a.m. through New Years Day 2:00 a.m. A Restaurant or Club may serve or allow consumption of Alcoholic Beverages only in an enclosed area that is approved by the State of Mississippi for the sale and consumption of Alcoholic Beverages. Any such enclosed area approved by the State of Mississippi for the sale, service or consumption of Alcoholic Beverages shall have access that is controlled by the Restaurant or Club. That said Restaurant or Club shall not sale, serve or allow consumption of Alcoholic Beverages outside the area approved by the State of Mississippi.**
- C. Notwithstanding any of the other provisions of this Ordinance, it shall not be unlawful for Hotels, which do not have Restaurants to sell, give or furnish Alcoholic Beverages to guests of the Hotel. The serving of Alcoholic Beverages by Hotels to Hotel guests shall be permitted between the hours of 4:00 p.m. and 10:00 p.m., Monday through Sunday and from 10:00 a.m. on New Years Eve through New Years Day at 2:00 a.m. The Hotel shall provide complimentary hors d'oeuvres in conjunction with the service of Alcoholic Beverages. Alcoholic Beverages shall not be served except to guests of the Hotel.**
- D. Hotels shall also be permitted to sell, furnish or allow Alcoholic Beverages in a meeting room or ballroom rented or reserved for the purposes of a special event, including but not limited to weddings, hospitality rooms for conferences, rehearsal dinners and political functions, provided that the special event is a catered event serving food. Hotels shall only be allowed to serve guests of the special event, and the serving of Alcoholic Beverages by Hotels to guests of a special event shall be permitted between the hours of 10:00 a.m. and 12:00 midnight Monday through Sunday and from 10:00 a.m. on New Years Eve through New Years Day at 2:00 a.m.**
- E. No adult arcade, adult bookstore, adult cabaret, adult entertainment establishment, adult motel, or adult motion picture theater may be established as a City Qualified Resort Area.**
- F. It shall be unlawful for any Restaurant, Club, Hotel or any other Person within the corporate limits of Picayune, Mississippi:**

 - i. To sell, dispense, or give away Alcoholic Beverages without**

obtaining a special use permit from the City establishing the business as a City Qualified Resort Area in accordance with this Ordinance.

- ii. To sell, dispense, or give away Alcoholic Beverages in any type business establishment other than a Restaurant, Club or a Hotel.**
- iii. For Restaurants or Clubs to sell, dispense, furnish, allow consumption of or give away Alcoholic Beverages to anyone before or after the times set forth in Section 4(B) of this Ordinance.**
- iv. For Hotels to sell, dispense, furnish, allow consumption of or give Alcoholic Beverages to Hotel guests before or after the times set forth in Section 4(C) of this Ordinance; or, to sell, dispense, furnish, allow consumption of or give Alcoholic Beverages to guests of a special event before or after the times set forth in Section 4(D) of this Ordinance.**
- v. To sell, dispense, furnish, allow consumption of or give away Alcoholic Beverages at any Restaurant which does not meet the 50% Food Rule.**
- vi. To sell, give, furnish or allow the consumption of any Alcoholic Beverages to any person visibly or noticeably intoxicated, or to any insane person, or to any habitual drunkard, or to any person under the age of 21 years.**
- vii. To permit on the premises of any City Qualified Resort Area any lewd, immoral, or improper entertainment, conduct or practices.**
- viii. To permit loud, boisterous or disorderly conduct of any kind upon the premises of any City Qualified Resort Area.**
- ix. To permit persons of ill repute, known criminals, prostitutes, or minors to frequent said City Qualified Resort Areas, except minors accompanied by parents or guardians or under proper supervision.**
- x. To permit or suffer gambling or the operation of games of chance upon the City Qualified Resort Areas.**
- xi. To throw, leave, or put Alcoholic Beverage containers on the streets, avenues, and road of the City or to throw, leave, or put these containers on the property of anyone except the Person or Persons possessing said containers.**

- xii. **To sell Alcoholic Beverages to any Person under the age of 21 years or to any person knowing that the person to whom it is sold is buying the same for a person under the age of 21 years.**
 - xiii. **To serve Alcoholic Beverages from the place of business to a Person or Persons in a automobile or automobiles in the form of curb service.**
 - xiv. **To work or employ anyone under 18 years of age in said place, business or establishment where Alcoholic Beverages are sold except under proper and constant supervision of the adult owner or owners or an adult employee or employees.**
- A. No Restaurant, Hotel, or Club holding a special use permit, and no agent, associate, employee, representative, entertainer or servant of any such Restaurant, Hotel or Club shall do, or permit, any of the following activities or events on or about the licensed premises:**
- i. **Fraternize by sitting at tables with customers while on duty; or to employ persons to solicit patrons for drinks AND to accept drinks from patrons AND receive therefore a commission or any other remuneration in any other way.**
 - ii. **Permit any prostitute to frequent the licensed premises, or to solicit patrons for prostitution.**
 - iii. **Permit any person to remain on the premises while such person is unclothed or in such attire, costume or clothing to expose to view any portion of the female breast below the top of the areola or any portion of the pubic hair, the pubic hair area, anus, cleft of the buttocks, vulva, penis or genitals. Furthermore, no Hotel, Restaurant, or Club or any female agent, associate, employee, representative, or servant, of said Restaurant, Hotel or Club shall wear such attire, costume or clothing on the licensed premises which reveals any part of the female breast below the top of the areola, and such attire, costume, or clothing cannot be extraordinarily designed or displayed to specifically accentuate the breasts.**
 - iv. **Encourage or permit any person, for entertainment purposes, to touch, caress or fondle the breast, buttocks, anus, penis or genitals of their own, or those of any person, animal or inanimate object.**
 - v. **Permit any person to wear or use any device or covering, exposed to view, which simulates the breast, buttocks, anus, penis or genitals of their own, or those of any person, animal or inanimate object.**

- vi. Permit any entertainment or conduct which is lewd, immoral or offensive to public decency, including:**
 - a. Any act or performance of, or which simulates:**
 - xiv. Sexual intercourse, masturbation, sodomy, bestiality, or oral copulation, flagellation or any sexual act.**
 - xv. The touching, caressing or fondling of the breast, buttocks, anus, penis or genitals.**
 - iii. The displaying of the pubic hair, the pubic hair area, anus, vulva, penis, genitals or any portion of the female breast below the top of the areola.**
 - iv. The use of any artificial device or object to depict any of the prohibited activities described above.**
 - a. Any act or performance which appeals primarily to sexually oriented, lustful, prurient, or erotic interest including, but not limited to, the following: erotic dancers; male or female strippers; topless dancers (male or female); dancers where clothes are removed to reveal portions of the body and constituting a strip act or simulation thereof; contests or exhibitions such as wet t-shirt, biggest breast, biggest bulge, body beautiful, best leg, hairiest chest, best tan, best hiney, mud wrestling, tight jeans, and similar contests or exhibitions. No string bikinis, spaghetti straps or thong attire are permitted with any swimwear, costume, or lingerie clothing.**
- vii. The showing of films, still pictures, electronic reproduction, or other visual reproductions depicting:**
 - a. Acts, or simulated acts, or sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, or any other sexual acts which are prohibited by law.**
 - b. Any person being touched, caressed or fondled on the breast, buttocks, anus, penis or pubic area.**
 - c. Scenes wherein a person displays the breasts, vulva, anus, penis or genitals or pubic area.**

conducted by the same person at two or more separate locations, a separate special use permit for each location of business shall be required.

- ii. The applicant shall further state in its sworn application for a special use permit that it possesses the following qualifications:**
 - 1. Applicant, if an individual, or if a partnership, each of the members of the partnership, or if a corporation, each of its principal officers and directors, or if a limited liability company, each member of the limited liability company, must be over 21 years of age, a person of good moral character, and a citizen of the United States and the State of Mississippi.**
 - 2. Applicant shall not have been convicted in Mississippi or any other state of a felony or of pandering, or of keeping or maintaining a house of prostitution.**
 - 3. Applicant shall not have been convicted of violating any laws in this or any other state, or of the United States relating to Alcoholic Beverages or gambling or have had revoked any license or permit to sell Alcoholic Beverages of any kind or beer or light wine within five (5) years preceding the date of application.**
 - 4. Applicant shall be the owner of the premises for which the permit is sought or the holder of a bona fide written lease thereupon of not less than one (1) year in duration for the premises on which is the license is sought.**
 - 5. If applicant is a partnership, Limited Liability Company or any other entity, all members and officers must be named and shall be qualified in order to obtain a special use permit.**
 - 6. If applicant is a corporation, all officers and directors thereof, and any stockholder owning more than 5% of the stock of such corporation, and the person or persons who shall conduct and maintain the premises for the corporation shall possess all the qualifications required herein for an individual applicant provided however, that the requirements as to residency shall not apply to officers, directors, and stockholders of such corporation, but such requirements shall apply to any officer, director, or stockholder who is also the manager of the premises obtaining a special use permit or who is engaged or employed at such premises in any capacity,**

in the conduct or operation of such premises.

7. **All Restaurants must provide proof that they meet the 50% Food Rule. New Restaurants must provide information regarding the inventory of the Restaurant to prove that they meet the 50% Food Rule. All new Restaurants shall be required to confirm proof of their gross sales as reported to the State Tax Commission six (6) months after the opening of the Restaurant. The City may request proof of meeting the 50% Food Rule at any time after the original application is made. For all existing Restaurants, proof of the gross sales reported to the State Tax Commission shall be required at the time of application. The City may request proof of meeting the 50% Food Rule at any time after the original application is made.**

A. Right of Inspection

The City Council, City Manager, Police Chief, or City Clerk shall have the power and authority to demand the inspection of all invoices, sales tax reports and other business papers or records which would reflect the true amount of sales being made by a Restaurant which has been designated as a City Qualified Resort Area. The City Council, City Manager, Police Chief, or City Clerk shall have the right to demand such records at least quarterly, or more often, if the City Council, City Manager, Police Chief, or City Clerk shall have any reason to believe that the Restaurant is not meeting the 50% Food Rule. The failure to furnish said records to the City Council, City Manager, Police Chief, or City Clerk shall be a violation of the Ordinance and shall be punishable as herein provided. Further, the City Council may immediately suspend or revoke the special use permit of any Restaurant refusing to furnish said records to the City Council, City Manager, Police Chief, or City Clerk. Additionally, if a Restaurant refuses to cooperate with an audit or if the results of an audit result in the restaurant failing to meet the 50% Food Rule, the Restaurant shall be responsible for all expenses incurred by the City associated with the audit.

C. Transfer of Ownership

If a business which has been established as a City Qualified Resort Area changes ownership so that fifty percent (50%) or more of the business or the entity that owns the business is sold or transferred to anyone other than those Persons listed on the current application with the City of Picayune, then the business must reapply for a special use permit to qualify as a City Qualified Resort Area. If a business which has been established as a City Qualified Resort Area has any change in ownership, even if less than fifty percent (50%) of the ownership of the business is transferred or if less than fifty percent (50%) of the ownership of the entity that owns the business is transferred, the changes in ownership must be submitted to the City and the business's special use permit application must be

amended to include the new owners.

D. Reserved.

E. Mandatory Disclosures

Any Restaurant holding a special use permit which establishes a City Qualified Resort Area inside the limits of the City Picayune, shall file with the Office of the City Manager or his/her designee, under oath, a written report for the previous year no later than January 29 showing on an annual basis the following, to-wit:

- 1. Gross sales of food in dollars**
- 2. Gross sales of Alcoholic Beverages in dollars**
- 3. Gross sales from other on-premises enterprises in dollars**
- 4. Total gross sales for the year**

Along with such sworn report, the Restaurant shall file all supporting documents supporting the representations made in said written report which accurately reflect and will allow the City Manager, Police Chief or City Clerk to determine if the Restaurant is complying with the 50% Percent Rule as set forth above in this Ordinance. Failure by the Restaurant to fully comply with this filing requirement may result in the special use permit issued to the Restaurant to be suspended or revoked by the City Council.

Section 7. Qualified Resort Area Location Standards and Waiver of Same

- A. The City Council reserve the right to determine whether or not such business shall be permitted to conduct the sale or allowance of Alcoholic Beverages at such location, and no permit shall be granted to any person where a church, school, daycare, kindergarten, or funeral home is located or where it might prove harmful to the general welfare, health, and morals of the community.**
- B. With regard to a special use permit to sell, dispense, furnish or give away Alcoholic Beverages defined as any alcoholic liquid, including wines, of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being which shall not include beer or light wine containing not more than five percent (5%) of alcohol by weight as provided for in Section 67-3-5, Mississippi Code of 1972, but shall include native wines, the following location standards shall apply, to-wit:**
 - 1. If the church, school, daycare, kindergarten, or funeral home is**

located in any zone classified as residential, then under no circumstances shall such business be located closer than 400 feet from any church, school, daycare, kindergarten, or funeral home. The 400 feet shall be measured in a straight line from the point on the building or common wall housing the hotel, club or restaurant nearest to the nearest point on the building or common wall housing the church, school, daycare, kindergarten, or funeral home.

2. If the church, school, daycare, kindergarten, or funeral home is located in any zone not classified as a residential zone, then under no circumstances shall such business be located closer than 100 feet from any church, school, daycare, kindergarten, or funeral home. The 100 feet shall be measured in a straight line from the point on the building or common wall housing the hotel, club or restaurant nearest to the nearest point on the building or common wall housing the church, school, daycare, kindergarten, and funeral home.

C. With regards to a special use permit to sell, dispense, furnish or give away Alcoholic Beverages defined as any alcoholic liquid, including light wines or beer, of less than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being as provided for in Section 67-3-5, Mississippi Code of 1972, but shall not include native wines, the following location standards shall apply, to-wit:

1. Regardless of the zoning classification in which a church, school, daycare, kindergarten or funeral home is located, under no circumstances shall such business be located closer than 100 feet from any church, school, daycare, kindergarten, or funeral home. The 100 feet shall be measured in a straight line from the point on the building or common wall housing the hotel, club or restaurant nearest to the nearest point on the building or common wall housing the church, school, daycare, kindergarten, and funeral home.

D. Any business seeking a special use permit under this Ordinance, may be located only in those areas zoned commercial designated as C-2 or C-3 according to the zoning map and ordinances of the City of Picayune, Mississippi.

E. The restriction as to the location of business shall not apply if its premises have already received a special use permit under the terms of this ordinance prior to the construction or operation of any church, school, daycare, kindergarten, or funeral home.

F. A church or funeral home may waive the distance restrictions in favor of allowing issuance of a special use permit under this Ordinance authorizing

the creation of City Qualified Resort Area authorizing the Restaurant, Hotel or Club to sell, dispense, furnish or give away Alcoholic Beverages of any kind that would otherwise would be prohibited under the minimum distance requirements set out in this Ordinance. Such waiver shall be in written form from the owner, governing body or the appropriate officer of the church or funeral home having the authority to execute such a waiver, and the waiver shall be filed with the Panel and approved by the City Council before becoming effective.

Section 8. Violation(s) and Enforcement

Enforcement of this Ordinance may be by undertaken by the City of Picayune or any employee designated by the City. These enforcement activities include administrative actions; institution of civil proceedings in a Court of law or equity; or the institution of criminal proceedings in the appropriate Court having jurisdiction.

- 8. Administrative Enforcement: Any violation of this Ordinance is hereby declared to be grounds for discontinuation of the special use permit and such discontinuation of the special use permit will revoke or suspend the zoning necessary to sell Alcoholic Beverages in the City. This discontinuation may be a temporary suspension or a revocation of the special use permit and the zoning necessary to sell Alcoholic Beverages in the City. The decision to suspend or revoke the special use permit and hence the zoning necessary to sell Alcoholic Beverages in the City shall be made by the City Council.**
 - A. In determining the period of suspension or revocation of such special use permit/zoning, the City Council may consider the following factors, to-wit:**
 - 9. The number of offense (first, second, third, etc...);**
 - 10. Whether the violations of the provisions of this Ordinance are repetitive;**
 - 11. Whether the violations of this Ordinance are flagrant or severe;**
 - 12. Whether the Office of Alcohol Beverage Control (“ABC”) is seeking and/or has imposed any administrative sanctions for the same or similar conduct against the holder of the special use permit;**
 - 13. Failure to maintain proper records;**

14. **Refusal to cooperate with City Council, City Manager, City Clerk, Police Chief and/or their designee(s) in the administration and/or enforcement of this Ordinance;**
 15. **The failure to file the annual required sworn statement by a Restaurant as set out above;**
 16. **Prior history of violations under this Ordinance with regards to the holder of the special use permit; or,**
 17. **Other circumstances or actions that relate to the administration of this Ordinance and/or the enforcement or violation of the terms of this Ordinance relevant to the actions of the holder of the special use permit under consideration for temporary suspension.**
- B. When the special use permit of the holder thereof is suspended in accordance with this Ordinance by the City Council, then the Office of the Manager shall promptly notify, in writing, the holder of such special use permit of the suspension; the effective date of such suspension; the reason(s) for the suspension; and, the right of appeal of such suspension.**
- C Upon the motion of the City Council or the request of the City Manager, Police Chief or City Clerk, the City Council may revoke the special use permit and the discontinuance of the zoning necessary to sell Alcoholic Beverages in the City for violation(s) of the provision(s) of this Ordinance. The revocation of such special use permit may be had in the first instance without prior resort to a temporary suspension of such special use permit. The holder of the special use permit shall be given written notice, by United States Mail, first class, of the date, time and place of the revocation hearing. Such notice of hearing shall be given not less than fifteen (15) days prior to the dated scheduled for the revocation hearing. The City Council, in rendering its decision, shall consider the factors set forth in this Ordinance. The City Council may, as part of any decision, may impose against the holder of a special use permit the lesser administrative sanction of a suspension in lieu of revocation.**
- D. Any appeal from any decision of the City Council may be had as set forth hereafter in this Ordinance.**
1. **Civil Proceedings: In addition to any other relief provided by this Ordinance, the City may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this Ordinance, and other available relief. As a condition of the issuance of the special use**

permit, if found in violation of the terms of this Ordinance holder of such special use permit shall reimburse the City for all attorney's fees and costs of court incurred in the bringing of this action.

2. **Criminal Sanctions:** Additionally, any Person who shall knowingly and willfully violate the terms, conditions or provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction therefore shall be punished by a fine not to exceed One Thousand Dollars (\$1,000.00), or by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment, and, in case of continuing violations without reasonable effort on the part of the defendant to correct same, each day the violation continues thereafter shall be a separate offense.

3. **Forum Selection Clause:** As a condition of the submission of an application for or issuance of a special use permit under this Ordinance, the applicant or holder and/or successor of interest to such holder of a special use permit issued under this Ordinance shall have been deemed to have irrevocably consented that the sole and exclusive venue for any enforcement action taken by the City pursuant to the terms of this Ordinance, or any appeal, defense or action initiated by the applicant for or a holder of a special use permit issued under this Ordinance, shall be either the County Court or Chancery Court of Pearl River County, Mississippi. As a further condition of the submission or an application for or issuance of a special use permit under this Ordinance, the applicant or holder hereby shall have been deemed to consent the subject matter jurisdiction and personal jurisdiction of the County Court or Chancery Court of Pearl River County pursuant to the submission of an application or issuance and receipt of the special use permit by the holder thereof.

Section 9. Appeal

Appeals from a final decision rendered by the City Council under this Ordinance shall be in accordance and as provided for under the laws of the State of Mississippi.

Section 10. Separability and Validity Clause

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Section 11. Repeal of Conflicting Ordinances or Parts Thereof

The enactment of this Ordinance shall be construed to specifically repeal

Sections 10-136 through 10-141 of the Code of Ordinances in and for the City of Picayune, Mississippi, denominated under the heading of "Lounges"

The enactment of this Ordinance shall be construed not to operate as a repeal Sections 10-1 through 10-115 of the Code of Ordinances in and for the City of Picayune, Mississippi, except to the extent the terms and provisions of same are in conflict herewith or inconsistent with the Provisions of this Ordinance.

All other Ordinances or parts of Ordinances adopted heretofore by the City of Picayune, Mississippi, which are in conflict herewith or inconsistent with the provisions of this Ordinance, ARE HEREBY REPEALED.

As of the effective date of this Ordinance, any building housing a business, including a lounge, selling, dispensing, giving away or furnishing any light wines or beer of less than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being as provided for in Section 67-3-5, Mississippi Code of 1972, excluding native wines, may continue to do so unless beer or light wine as defined herein is not sold in that building for a period of ninety (90) days for any reason. After ninety (90) days with no beer or light wine sales from that location the terms of this Ordinance shall be in effect.

Section 12. Failure to Enforce Ordinance

Failure to enforce any provision of this Ordinance shall not constitute a waiver nor imply that the action is legal.

Section 13. Effective Date of Ordinance

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Stevens, seconded by Council member Breland, and voted upon as follows:

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

VOTING NAY: None.

NOT VOTING: None.

NOT PRESENT: None.

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 18th day of November, 2014.

ED PINERO, Jr. Mayor Dr.

ATTEST:

City Clerk

Published: November 28, 2014

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN A PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Valente, seconded by Council Member Gouguet to open a Public Hearing for property clean-up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE N. JACKSON AVE PROPERTY A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare N. Jackson Ave. PPIN 26077 a Public Nuisance and allow a 60 day extension for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 921 IDLEWILD DR. A PUBLIC NUISANCE

Motion was made by Council Member Gouquet, seconded by Council Member Bumpers to declare 921 Idlewild Dr. PPIN 23264 a Public Nuisance and allow a 45 day extension for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE CULPEPPER ST PROPERTY A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Valente to declare Culpepper St. PPIN 26710 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 221 CLARK ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to declare 221 Clark St. PPIN 24133 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1207 ROOSEVELT ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 1207 Roosevelt St. PPIN 26173 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 809 THIRD ST A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare 809 Third St. PPIN 26048 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 708 BENNETT ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 708 Bennett St. PPIN 23024 a public nuisance and allow a 60 day extension for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TAKE MORRIS ST PROPERTY CLEAN UP UNDER ADVISEMENT

Motion was made by Council Member Breland, seconded by Council Member Bumpers to take Morris St. PPIN 22921 under advisement for property clean up.

The following roll call was made:

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

VOTING NAY: Mayor Ed Pinero

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 316 THIRD ST A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 316 Third St. PPIN 26401 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 1316 7TH AVE A PUBLIC NUISANCE

Motion was by Council Member Gouguet, seconded by Council Member Stevens to declare 1316 7th Ave. PPIN 24086 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 303 SOUTH GRAY A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to declare 303 South Gray PPIN 26766 a Public Nuisance and allow 30 days for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE PUBLIC HEARING ON PROPERTY CLEAN UP

Motion was made by Council Member Valente, seconded by Council Member Stevens to close Public Hearing on property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Valente to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk

**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, December 2, 2014, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Jan Stevens, Larry Breland and Wayne Gouguet. City Manager Jim Luke and City Clerk Amber Hinton. Council Member Lynn Bumpers was absent.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the Minutes for the City of Picayune dated November 18, 2014.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the docket for December 2, 2014 in the amount of \$ 1,052,686.30.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bumpers

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER LYNN BUMPERS ENTERED THE MEETING

RE-APPOINT HEDY CIBULA TO PICAYUNE HOUSING AUTHORITY BOARD

Motion was made by Council Member Gouguet, seconded by Council Member Breland to re-appoint Hedy Cibula to the Picayune Housing Authority Board for a five year term.

The following roll call was made:

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

VOTING NAY: Council Member Stevens

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Council Member Valente

The motion was declared carried.

MOTION TO CORRECT THE DATE FOR A REQUEST FOR PUBLIC HEARING

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to correct the date listed on Agenda for Public Hearing from January 6, 2014 to January 6, 2015.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SET A DATE OF JANUARY 6, 2015 FOR A PUBLIC HEARING FOR PROPERTY CLEANUP FOR THE FOLLOWING PROPERTIES

416 Quince St.	PPIN 24031
1100 S Beech St.	PPIN 24995
839 Herring Dr.	PPIN 24406
110 S Jackson Ave.	PPIN 26907
249 Frontage Rd.	PPIN 27183
S. Beech St.	PPIN 25457
410 N. Curran Ave.	PPIN 26279
203 S. Gray Ave.	PPIN 26581
844 Herring Dr.	PPIN 24413

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to set a date of January 6, 2015 for a Public Hearing for property cleanup.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AUTHORIZE THE SURPLUS RECYCLING AND OFFICE EQUIPMENT

Motion was made by Council Member Valente, seconded by Council Member Stevens to authorize the surplus of recycling and office equipment which is no longer serving a productive purpose in the department. Equipment described at Two (2) Roura 2 CU YD Durable Self Dumping Hopper, One (1) Max-pax Compactor/binder, Three (3) Poppers divided recycling container, One (1) Popper recycling trailer and One (1) HP Designjet 500 plotter.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE THE SURPLUS OF ONE 1998 ALTEC BUCKET TRUCK AND AUTHORIZE PURCHASE OF ITS REPLACEMENT

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize the surplus of one 1998 Altec bucket truck and authorize purchase of its replacement for an amount not to exceed \$49, 500.00.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION OF TWO PORTABLE METAL BUILDINGS FROM MISSISSIPPI POWER COMPANY

Motion was made by Council Member Breland, seconded by Council Member Valente to accept donation of two portable metal buildings from Mississippi Power Company for reutilization with the Public Works Department.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA TO REQUEST A MOTION TO ADJOURN RATHER THAN RECESS

Motion was made by Council Member Valente, seconded by Council Member Bumpers to amend the Agenda to request a Motion to Adjourn rather than a Motion to Recess.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Breland, seconded by Council Member Gouguet to adjourn.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk