

**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 5, 2019, 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, Wayne Gouguet and City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Bro. Barry Lee, followed by the Pledge of Allegiance led by Council Member Larry Breland.

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 October 15, 2019

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 FINAL MONTHLY BUDGET REPORT FOR SEPTEMBER 2019

Motion was made by Council Member Stevens, seconded by Council Member Valente to acknowledge receipt of final monthly budget report for September 2019.

REGULAR MEETING NOVEMBER 5, 2019

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019**

Run: 10/30/2019 at 9:51 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	107,913	3,625	107,913	107,913	0	100
351-000-341.02-000-000 GROUND LEASES	10,285	0	10,285	10,285	0	100
351-000-374.00-000-000 FUEL SALES	4,291	401	4,291	4,291	0	100
351-350-400.87-000-000 USDOT - MDOT-FAA GRANT REIMBURSEMENT	3,625	0	3,625	3,625	0	100
351-350-400.92-000-000 USDOT-FAA-MDOT GRANT #92	698,821	0	698,821	698,821	0	100
Total Revenues	824,935	4,026	824,935	824,935	0	100
Expenditures						
Airport Expenses						
PERSONNEL	59,833	4,629	59,833	59,833	0	100
SUPPLIES	2,571	42	2,210	2,571	361	86
OUTSIDE SERVICES	34,993	4,213	46,840	34,993	(11,847)	134
Total Airport Expenses	97,397	8,884	108,883	97,397	(11,486)	112
Total Expenditures	97,397	8,884	108,883	97,397	(11,486)	112
Excess Revenue Over (Under) Expenditures	727,538	(4,858)	716,052	727,538	11,486	98

REGULAR MEETING NOVEMBER 5, 2019

Run: 10/30/2019 at 9:52 AM

**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019**

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	317	96	317	317	0	100
406-000-340.00-000-000 INTEREST INCOME	2,380	0	2,380	2,380	0	100
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	82,552	82,552	0	100
406-000-392.00-000-000 SALE OF LOTS	35,883	5,361	35,883	35,883	(1)	100
Total Revenues	121,132	12,336	121,132	121,132	(1)	100
Expenditures						
Cemetery Expenses						
PERSONNEL	85,487	7,188	85,488	85,487	(1)	100
SUPPLIES	7,265	534	7,271	7,265	(6)	100
OUTSIDE SERVICES	9,500	200	9,400	9,500	101	99
CAPITAL OUTLAY	30,994	0	0	30,994	30,994	0
Total Cemetery Expenses	133,246	7,922	102,159	133,246	31,088	77
Total Expenditures	133,246	7,922	102,159	133,246	31,088	77
Excess Revenue Over (Under) Expenditures	(12,114)	4,414	18,973	(12,114)	(31,089)	157

15

REGULAR MEETING NOVEMBER 5, 2019

ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019

Run: 10/30/2019 at 9:52 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	5,810	676	5,810	5,810	0	100
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	13,498	1,098	13,498	13,498	0	100
110-043-341.04-000-000 LAND LEASE - SHALE SUPPORT SERV	19,086	0	19,086	19,086	0	100
110-043-341.05-000-000 RAIL SPUR LEASE - HERITAGE PLASTICS INC	10,000	1,000	10,000	10,000	0	100
110-402-260.00-000-000 SALES TAX-TOURISM	523,637	42,717	523,637	523,637	0	100
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,255	150	2,255	2,255	0	100
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,600	0	1,600	1,600	0	100
110-402-340.00-000-000 INTEREST INCOME-TOURISM	2,383	133	2,383	2,383	0	100
110-402-346.02-000-000 FRIENDSHIP PARK BRICK SPONSORSHIP DONATIONS	1,250	0	1,250	1,250	0	100
Total Revenues	579,519	45,774	579,519	579,519	0	100
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	8,206	390	8,206	8,206	0	100
CAPITAL OUTLAY	34,210	0	34,210	34,210	0	100
Total Sale of Lots Expenses	42,416	390	42,416	42,416	0	100
Recreation Expenses						
PERSONNEL	156,551	1,898	156,550	156,551	1	100
SUPPLIES	49,210	1,296	49,599	49,210	(389)	101
OUTSIDE SERVICES	55,442	2,218	59,374	55,442	(3,932)	107
CAPITAL OUTLAY	2,250	0	2,250	2,250	0	100
Total Recreation Expenses	263,453	5,412	267,773	263,453	(4,320)	102
Retirement Development Expenses						
Total Expenditures	305,869	5,802	310,189	305,869	(4,320)	101
Excess Revenue Over (Under) Expenditures	273,650	39,972	269,330	273,650	4,320	98

REGULAR MEETING NOVEMBER 5, 2019

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019

Run: 10/30/2019 at 9:52 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,565,461	146,459	1,565,461	1,565,461	0	100
001-000-201.00-000-000 AUTO AND MOBILE HOME	282,484	24,712	282,484	282,484	0	100
001-000-202.00-000-000 PERSONAL TAXES	450,323	104	450,323	450,323	0	100
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,736	0	1,736	1,736	0	100
001-000-210.00-000-000 PENALTIES & INTEREST	47,040	18,620	47,040	47,040	0	100
001-000-214.00-000-000 TAX COLLECTION COSTS	79,823	6,065	79,823	79,823	0	100
001-000-220.00-000-000 PRIVILEGE LICENSES	44,887	16,211	44,887	44,887	0	100
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	8,775	1,125	8,775	8,775	0	100
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	660,893	1,186	660,893	660,893	0	100
001-000-222.00-000-000 BUILDING PERMITS	74,235	9,020	74,235	74,235	0	100
001-000-224.00-000-000 LOT CLEAN UP	44,908	29,929	44,908	44,908	0	100
001-000-227.00-000-000 INSPECTION FEES	7,976	975	7,976	7,976	(1)	100
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	38,418	38,418	38,418	38,418	0	100
001-000-247.02-000-000 BULLET PROOF VEST	1,530	0	1,530	1,530	0	100
001-000-250.00-000-000 MUNICIPAL-STATE AID	15,550	0	15,550	15,550	0	100
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	202,002	109,200	202,002	202,002	0	100
001-000-260.00-000-000 GENERAL SALES TAX	4,874,411	406,229	4,874,411	4,874,411	0	100
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	23,544	1,784	23,544	23,544	0	100
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,819	0	1,819	1,819	0	100
001-000-262.04-000-000 FIRE REBATE FUNDS-NEW FIRE DEPT BLDG	62,384	0	62,384	62,384	0	100
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	10,800	0	10,800	10,800	0	100
001-000-271.00-000-000 ROAD & BRIDGE TAXES	259,563	20,117	259,563	259,563	0	100
001-000-276.00-000-000 SCHOOL PATROL	292,451	0	292,451	292,451	0	100
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	280	13	293	280	13	105
001-000-314.05-000-000 CROSBY COMMONS RENTAL FEES	600	(800)	600	600	0	100
001-000-330.00-000-000 COURT FINES & FEES	191,191	16,294	207,485	191,191	16,294	109
001-000-334.00-000-000 SPECIAL POLICE SERVICE	23,869	2,295	23,869	23,869	0	100
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	744	90	744	744	0	100
001-000-336.01-000-000 COURT MAINTENANCE	6,616	482	7,098	6,616	482	107
001-000-336.02-000-000 COURT EQUIPMENT	15,552	1,192	16,745	15,552	1,193	108
001-000-336.05-000-000 COLLECTION FEE	1,805	116	1,921	1,805	116	106
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	239	0	239	239	0	100
001-000-340.00-000-000 INTEREST EARNED	74,342	2,776	74,342	74,342	0	100
001-000-346.00-000-000 FIRE DEPARTMENT DONATIONS	2,500	1,500	2,500	2,500	0	100
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,000	0	1,000	1,000	0	100
001-000-346.02-000-000 DONATIONS	2,000	0	2,000	2,000	0	100
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	10,600	0	10,600	10,600	0	100
001-000-348.04-000-000 DONATIONS HONOR PROGRAM CROSBY COMMONS	150	0	150	150	0	100
001-000-355.00-000-000 MISCELLANEOUS INCOME	44,889	736	44,889	44,889	0	100
001-000-393.01-000-000 SALE OF VEHICLES	976	0	976	976	0	100
001-350-400.97-000-000 VAWA 2018-2019 REIMBURSEMENTS	42,806	0	42,806	42,806	0	100
001-350-400.99-000-000 MDHS MOSQUITO GRANT 2019	83,534	36,743	83,534	83,534	0	100

17

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019**

Run: 10/30/2019 at 9:52 AM

Page: 2

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Total Revenues	9,554,706	891,591	9,572,804	9,554,706	18,097	100
Expenditures						
<u>Municipal Council Expenses</u>						
PERSONNEL	63,610	4,950	63,611	63,610	(1)	100
SUPPLIES	302	0	691	302	(389)	229
OUTSIDE SERVICES	54,678	487	54,679	54,678	(1)	100
Total Municipal Council Expenses	118,590	5,437	118,981	118,590	(391)	100
<u>Municipal Court Expenses</u>						
PERSONNEL	291,024	22,415	291,025	291,024	(1)	100
SUPPLIES	3,912	136	3,912	3,912	0	100
OUTSIDE SERVICES	76,653	5,620	76,653	76,653	0	100
Total Municipal Court Expenses	371,589	28,171	371,590	371,589	(1)	100
<u>City Attorney Expenses</u>						
PERSONNEL	19,367	1,512	19,367	19,367	1	100
OUTSIDE SERVICES	14,302	1,231	14,302	14,302	1	100
Total City Attorney Expenses	33,669	2,743	33,669	33,669	2	100
<u>City Manager Expenses</u>						
PERSONNEL	113,066	8,431	113,067	113,066	(1)	100
SUPPLIES	2,303	568	2,808	2,303	(505)	122
OUTSIDE SERVICES	6,327	528	6,452	6,327	(125)	102
Total City Manager Expenses	121,696	9,527	122,327	121,696	(631)	101
<u>General Services Expenses</u>						
PERSONNEL	1,365	0	1,365	1,365	0	100
SUPPLIES	8,935	257	7,720	8,935	1,215	86
OUTSIDE SERVICES	20,443	850	22,093	20,443	(1,650)	108
CAPITAL OUTLAY	7,500	0	7,500	7,500	0	100
Total General Services Expenses	38,243	1,107	38,678	38,243	(435)	101
<u>Financial Expenses</u>						
PERSONNEL	160,619	12,493	160,619	160,619	0	100
SUPPLIES	9,332	1,922	9,447	9,332	(115)	101
OUTSIDE SERVICES	53,358	1,002	53,522	53,358	(164)	100
Total Financial Expenses	223,309	15,417	223,588	223,309	(279)	100
<u>Grant Expenses</u>						
PERSONNEL	24,195	1,846	24,195	24,195	0	100
SUPPLIES	11,267	0	10,857	11,267	410	96
OUTSIDE SERVICES	6,364	230	6,423	6,364	(59)	101
Total Grant Expenses	41,826	2,076	41,475	41,826	351	99
<u>Code Enforcement Expenses</u>						
PERSONNEL	144,170	11,130	144,171	144,170	(1)	100
SUPPLIES	5,417	849	5,416	5,417	1	100
OUTSIDE SERVICES	7,158	386	7,195	7,158	(37)	101

**GF Statement of Activity - MTD and YTD with Budget
City of Plcayune
For 9/30/2019**

Run: 10/30/2019 at 9:52 AM

Page: 3

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance (19,815)	Percent YTD
CAPITAL OUTLAY	0	0	19,815	0		0
Total Code Enforcement Expenses	156,745	12,365	176,597	156,745	(19,852)	113
Police Administration Expenses						
PERSONNEL	133,114	1,352	133,114	133,114	0	100
SUPPLIES	3,554	570	3,274	3,554	280	92
OUTSIDE SERVICES	4,035	0	4,035	4,035	0	100
CAPITAL OUTLAY	50,872	0	0	50,872	50,872	0
Total Police Administration Expenses	191,575	1,922	140,423	191,575	51,152	73
Patrol & Investigations Expenses						
PERSONNEL	1,644,664	120,103	1,644,664	1,644,664	0	100
SUPPLIES	107,487	6,722	106,918	107,487	569	99
OUTSIDE SERVICES	45,532	5,751	44,695	45,532	837	98
CAPITAL OUTLAY	72,044	68,300	96,766	72,044	(24,722)	134
Total Patrol & Investigations Expenses	1,869,727	200,876	1,893,043	1,869,727	(23,316)	101
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	162,998	13,902	162,997	162,998	1	100
SUPPLIES	31,902	2,484	32,272	31,902	(370)	101
OUTSIDE SERVICES	9,843	993	9,842	9,843	1	100
Total Custody of Prisoners Expenses	204,743	17,379	205,111	204,743	(368)	100
Alcohol Countermeasures Grant Expenses						
Records & Communications Expenses						
PERSONNEL	371,960	28,780	371,961	371,960	(1)	100
SUPPLIES	5,798	69	3,483	5,798	2,315	60
OUTSIDE SERVICES	9,227	7,708	9,227	9,227	0	100
Total Records & Communications Expenses	386,985	36,557	384,671	386,985	2,314	99
School Patrol Expenses						
PERSONNEL	321,395	29,727	321,395	321,395	1	100
SUPPLIES	34,761	903	19,485	34,761	15,276	56
OUTSIDE SERVICES	1,959	385	1,958	1,959	1	100
Total School Patrol Expenses	358,115	31,015	342,838	358,115	15,278	96
Animal Control Expenses						
PERSONNEL	38,647	2,827	38,647	38,647	0	100
SUPPLIES	2,215	117	1,715	2,215	500	77
OUTSIDE SERVICES	42,118	3,425	42,118	42,118	1	100
Total Animal Control Expenses	82,980	6,369	82,480	82,980	501	99
Fire Department Expenses						
PERSONNEL	2,057,683	155,897	2,057,684	2,057,683	(1)	100
SUPPLIES	62,588	1,840	57,604	62,588	4,984	92
OUTSIDE SERVICES	50,474	6,604	50,130	50,474	344	99
CAPITAL OUTLAY	466,905	203,242	511,754	466,905	(44,849)	110

REGULAR MEETING NOVEMBER 5, 2019

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019

Run: 10/30/2019 at 9:52 AM

Page: 4

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Total Fire Department Expenses	2,637,650	367,583	2,677,172	2,637,650	(39,522)	102
Streets & Drainage Expenses						
PERSONNEL	370,618	29,064	370,619	370,618	(1)	100
SUPPLIES	143,572	12,156	141,269	143,572	2,303	98
OUTSIDE SERVICES	56,396	1,717	65,349	56,396	(8,953)	116
CAPITAL OUTLAY	291,335	84,532	285,358	291,335	5,977	98
Total Streets & Drainage Expenses	861,921	127,469	862,595	861,921	(674)	100
Grounds & Beautification Expenses						
PERSONNEL	431,451	55,002	431,450	431,451	1	100
SUPPLIES	74,235	5,413	74,401	74,235	(166)	100
OUTSIDE SERVICES	55,647	7,666	54,606	55,647	1,041	98
CAPITAL OUTLAY	16,786	12,113	28,426	16,786	(11,640)	169
Total Grounds & Beautification Expenses	578,119	80,194	588,883	578,119	(10,764)	102
Equipment Maintenance Expenses						
PERSONNEL	50,345	3,899	50,345	50,345	0	100
SUPPLIES	5,854	769	5,854	5,854	0	100
OUTSIDE SERVICES	30	0	279	30	(249)	930
Total Equipment Maintenance Expenses	56,229	4,668	56,478	56,229	(249)	100
Transfers Expenses						
OUTSIDE SERVICES	375,630	6,879	375,630	375,630	0	100
Total Transfers Expenses	375,630	6,879	375,630	375,630	0	100
Aid to Other Govts Expenses						
OUTSIDE SERVICES	675,833	47,911	669,732	675,833	6,101	99
Total Aid to Other Govts Expenses	675,833	47,911	669,732	675,833	6,101	99
Total Expenditures	9,385,174	1,005,665	9,405,961	9,385,174	(20,783)	100
Excess Revenue Over (Under) Expenditures	169,532	(114,074)	166,843	169,532	38,880	98

20

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019**

Run: 10/30/2019 at 9:54 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-232.10-000-000 MDOT -HWY 11 UTILITY RELOCATE REIMB	588,371	35,847	588,371	588,371	0	100
405-000-340.00-000-000 INTEREST INCOME	40,064	1,715	40,064	40,064	0	100
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	3,905	429	3,905	3,905	0	100
405-000-351.02-000-000 MISC TAP INCOME	16,826	500	16,826	16,826	(1)	100
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	55,856	4,629	55,856	55,856	0	100
405-000-353.01-000-000 PRCUA - HWY 11 UTILITY RELOCATE REIMBURSEMENT	378,518	378,518	378,518	378,518	0	100
405-000-355.00-000-000 MISC INCOME	86,508	8,751	86,508	86,508	0	100
405-000-355.01-000-000 MISC INCOME BAGS	3,104	152	3,104	3,104	0	100
405-000-355.03-000-000 CROSBY COMMONS KEY FOBS	1,433	150	1,433	1,433	0	100
405-000-360.01-000-000 METERED SALES WATER	1,967,331	172,782	1,967,331	1,967,331	0	100
405-000-360.02-000-000 METERED SALES GAS	3,823,559	225,608	3,823,559	3,823,559	0	100
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	350	50	350	350	0	100
405-000-364.00-000-000 UTILITY LATE CHARGES	147,314	12,430	147,304	147,314	(10)	100
405-000-365.00-000-000 GARBAGE REVENUE	1,085,003	89,130	1,085,003	1,085,003	0	100
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	25,331	4,154	25,331	25,331	0	100
Total Revenues	8,223,473	934,845	8,223,463	8,223,473	(11)	100
Expenditures						
Intrafund Transfers Expenses						
Utility Administration Expenses						
PERSONNEL	657,786	52,271	657,786	657,786	0	100
SUPPLIES	29,384	2,846	25,393	29,384	3,991	86
OUTSIDE SERVICES	159,967	7,745	159,967	159,967	0	100
CAPITAL OUTLAY	29,774	0	29,774	29,774	0	100
Total Utility Administration Expenses	876,911	62,862	872,920	876,911	3,991	100
Director of Public Works Expenses						
PERSONNEL	191,063	14,834	191,063	191,063	0	100
SUPPLIES	17,051	539	15,685	17,051	1,366	92
OUTSIDE SERVICES	42,975	122	51,421	42,975	(8,446)	120
CAPITAL OUTLAY	19,952	0	20,052	19,952	(100)	101
Total Director of Public Works Expenses	271,041	15,495	278,221	271,041	(7,180)	103
Water Regulations Expenses						
PERSONNEL	59,521	4,533	59,521	59,521	0	100
SUPPLIES	28,139	2,142	31,035	28,139	(2,896)	110
OUTSIDE SERVICES	5,719	663	5,218	5,719	502	91
Total Water Regulations Expenses	93,379	7,338	95,774	93,379	(2,394)	103

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 9/30/2019**

Run: 10/30/2019 at 9:54 AM

Page: 2

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Well and Pump Maintenance Expenses						
SUPPLIES	15,173	236	18,005	15,173	(2,832)	119
OUTSIDE SERVICES	11,464	4,281	17,179	11,464	(5,715)	150
CAPITAL OUTLAY	0	0	32,060	0	(32,060)	0
Total Well and Pump Maintenance Expenses	26,637	4,517	67,244	26,637	(40,607)	252
Sewer Construction Expenses						
Utility Construction Expenses						
PERSONNEL	210,536	17,109	210,535	210,536	1	100
SUPPLIES	51,957	8,644	52,090	51,957	(133)	100
OUTSIDE SERVICES	28,124	1,306	27,830	28,124	294	99
CAPITAL OUTLAY	66,450	0	66,450	66,450	0	100
Total Utility Construction Expenses	357,067	27,059	356,905	357,067	162	100
Water Operations Expenses						
PERSONNEL	238,458	17,411	238,458	238,458	0	100
SUPPLIES	187,460	17,193	203,492	187,460	(16,032)	109
OUTSIDE SERVICES	36,137	2,386	48,898	36,137	(12,761)	135
CAPITAL OUTLAY	2,836,904	590,047	2,813,159	2,836,904	23,745	99
Total Water Operations Expenses	3,298,959	627,037	3,304,007	3,298,959	(5,048)	100
Gas Operations Expenses						
PERSONNEL	336,542	26,571	336,542	336,542	0	100
SUPPLIES	2,303,783	144,208	2,288,028	2,303,783	15,755	99
OUTSIDE SERVICES	62,360	0	51,639	62,360	10,721	83
CAPITAL OUTLAY	525,303	78,412	512,013	525,303	13,290	97
Total Gas Operations Expenses	3,227,988	249,191	3,188,222	3,227,988	39,766	99
Garbage Expenses						
GARBAGE EXPENSES	900,377	74,203	900,377	900,377	0	100
Total Garbage Expenses	900,377	74,203	900,377	900,377	0	100
Loan Interest Expenses						
INTEREST EXPENSE	101,531	2,302	101,531	101,531	1	100
Total Loan Interest Expenses	101,531	2,302	101,531	101,531	1	100
Total Expenditures	9,153,890	1,070,004	9,165,201	9,153,890	(11,309)	100
Excess Revenue Over (Under) Expenditures	(930,417)	(135,159)	(941,738)	(930,417)	11,298	(101)

27

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 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 October 2019.

Run: 11/01/2019 at 6:19 AM

AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	110,000	30,301	30,301	9,167	21,134	28
351-000-341.02-000-000 GROUND LEASES	10,230	335	335	853	(518)	3
351-000-374.00-000-000 FUEL SALES	3,500	420	420	292	128	12
Total Revenues	123,730	31,056	31,056	10,312	20,744	25
Expenditures						
Airport Expenses						
PERSONNEL	66,541	4,747	4,747	5,546	799	7
SUPPLIES	13,500	713	377	1,125	748	3
OUTSIDE SERVICES	14,200	13,242	482	1,184	702	3
Total Airport Expenses	94,241	18,702	5,606	7,855	2,249	6
Total Expenditures	94,241	18,702	5,606	7,855	2,249	6
Excess Revenue Over (Under) Expenditures	29,489	12,354	25,450	2,457	18,495	86

24

CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019

Run: 11/01/2019 at 6:19 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	(149)	(149)	0	(149)	0
406-000-340.00-000-000 INTEREST INCOME	2,000	0	0	167	(187)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	82,552	6,879	6,879	6,879	0	8
406-000-392.00-000-000 SALE OF LOTS	20,000	9,190	9,190	1,667	7,523	46
Total Revenues	104,552	15,920	15,920	8,713	7,207	15
Expenditures						
Cemetery Expenses						
PERSONNEL	92,277	6,893	6,893	7,690	797	7
SUPPLIES	10,365	496	563	864	301	5
OUTSIDE SERVICES	11,985	197	4,697	999	(3,698)	39
Total Cemetery Expenses	114,627	7,586	12,153	9,553	(2,600)	11
Total Expenditures	114,627	7,586	12,153	9,553	(2,600)	11
Excess Revenue Over (Under) Expenditures	(10,075)	8,334	3,767	(840)	9,807	37

25

REGULAR MEETING NOVEMBER 5, 2019

ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019

Run: 11/01/2019 at 6:19 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	4,000	0	0	333	(333)	0
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,093	1,093	0	1,093	0
110-043-341.00-000-000 RENT	67,875	0	0	5,656	(5,656)	0
110-043-341.02-000-000 MANNA MINISTRIES LEASE	1	0	0	0	0	0
110-043-341.05-000-000 RAIL SPUR LEASE - HERITAGE PLASTICS INC	3,000	1,000	1,000	250	750	33
110-402-260.00-000-000 SALES TAX-TOURISM	500,000	42,551	42,551	41,667	884	9
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,000	270	270	167	103	14
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,500	400	400	125	275	27
110-402-340.00-000-000 INTEREST INCOME-TOURISM	1,800	0	0	150	(150)	0
110-402-355.00-000-000 MISC INCOME	0	238	238	0	238	0
Total Revenues	580,176	45,552	45,552	48,348	(2,796)	8
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	390	390	417	27	8
Total Sale of Lots Expenses	5,000	390	390	417	27	8
Recreation Expenses						
PERSONNEL	164,352	12,098	12,098	13,697	1,599	7
SUPPLIES	56,850	6,393	9,557	4,738	(4,819)	17
OUTSIDE SERVICES	54,140	4,737	9,365	4,512	(4,853)	17
Total Recreation Expenses	275,342	23,228	31,020	22,947	(8,073)	11
Retirement Development Expenses						
Total Expenditures	280,342	23,618	31,410	23,364	(8,046)	11
Excess Revenue Over (Under) Expenditures	299,834	21,934	14,142	24,984	5,250	5

26

REGULAR MEETING NOVEMBER 5, 2019

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019

Run: 11/01/2019 at 6:20 AM

Page: 1

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,583,087	300	300	131,924	(131,624)	0
001-000-201.00-000-000 AUTO AND MOBILE HOME	293,588	21,838	21,838	24,466	(2,628)	7
001-000-202.00-000-000 PERSONAL TAXES	465,118	619	619	38,760	(38,141)	0
001-000-210.00-000-000 PENALTIES & INTEREST	42,000	1,095	1,095	3,500	(2,405)	3
001-000-214.00-000-000 TAX COLLECTION COSTS	79,000	804	804	6,583	(5,779)	1
001-000-220.00-000-000 PRIVILEGE LICENSES	38,800	2,746	2,746	3,067	(321)	7
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	6,100	0	0	508	(508)	0
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	649,886	38,368	38,368	54,157	(15,789)	6
001-000-222.00-000-000 BUILDING PERMITS	46,800	8,767	8,767	3,900	4,867	19
001-000-227.00-000-000 INSPECTION FEES	6,000	1,475	1,475	500	975	25
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	2,292	(2,292)	0
001-000-250.00-000-000 MUNICIPAL-STATE AID	15,000	0	0	1,250	(1,250)	0
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	177,600	0	0	14,800	(14,800)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,766,284	401,436	401,436	397,190	4,246	8
001-000-261.00-000-000 USE TAX FROM STATE OF MS	10,000	0	0	833	(833)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	23,604	237	237	1,967	(1,730)	1
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	153	(153)	0
001-000-262.04-000-000 FIRE REBATE FUNDS-NEW FIRE DEPT BLDG	62,000	0	0	5,167	(5,167)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	11,500	3,600	3,600	958	2,642	31
001-000-271.00-000-000 ROAD & BRIDGE TAXES	250,000	2,728	2,728	20,833	(18,106)	1
001-000-276.00-000-000 SCHOOL PATROL	333,220	90,590	90,590	27,768	62,822	27
001-000-314.05-000-000 CROSBY COMMONS RENTAL FEES	0	217	217	0	217	0
001-000-330.00-000-000 COURT FINES & FEES	220,000	0	0	18,333	(18,333)	0
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	0	0	1,875	(1,875)	0
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	250	56	56	21	35	22
001-000-340.00-000-000 INTEREST EARNED	45,000	563	563	3,750	(3,187)	1
001-000-346.01-000-000 WALMART GRANT TO FIRE DEPT	1,500	1,500	1,500	1,500	0	100
001-000-347.00-000-000 WALMART GRANT TO POLICE DEPT	1,500	1,500	1,500	1,500	0	100
001-000-355.00-000-000 MISCELLANEOUS INCOME	20,000	21	21	1,667	(1,646)	0
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	8,600	0	0	717	(717)	0
001-350-400.01-000-000 LOWER PRV SUMMER YOUTH GRANT 01	0	12,705	12,705	0	12,705	0
001-350-400.02-000-000 VAWA 2019-2020 GRANT REIMBURSEMENTS	41,785	0	0	3,482	(3,482)	0
001-350-400.98-000-000 MDOT ALTERNATIVE PROJ HIGHLAND PKWY	144,315	0	0	12,026	(12,026)	0
Total Revenues	9,392,368	591,165	591,165	785,447	(194,283)	6
Expenditures						
Municipal Council Expenses						
PERSONNEL	68,742	5,000	5,000	5,729	729	7
SUPPLIES	1,500	429	41	125	84	3
OUTSIDE SERVICES	36,600	5,026	5,026	7,267	2,241	14

27

REGULAR MEETING NOVEMBER 5, 2019

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019**

Run: 11/01/2019 at 6:20 AM

Page: 2

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Total Municipal Council Expenses	106,842	10,455	10,067	13,121	3,054	9
Municipal Court Expenses						
PERSONNEL	294,106	24,229	24,229	24,510	281	8
SUPPLIES	4,150	70	336	346	10	8
OUTSIDE SERVICES	63,560	6,956	6,956	5,296	(1,660)	11
CAPITAL OUTLAY	100,000	0	0	8,333	8,333	0
Total Municipal Court Expenses	461,816	31,255	31,521	38,485	6,964	7
City Attorney Expenses						
PERSONNEL	20,392	1,512	1,512	1,700	188	7
OUTSIDE SERVICES	20,000	1,793	1,793	1,666	(127)	9
Total City Attorney Expenses	40,392	3,305	3,305	3,366	61	8
City Manager Expenses						
PERSONNEL	115,018	8,481	8,481	9,585	1,104	7
SUPPLIES	6,000	684	278	501	223	5
OUTSIDE SERVICES	7,725	862	987	644	(343)	13
Total City Manager Expenses	128,743	10,027	9,746	10,730	984	8
General Services Expenses						
SUPPLIES	7,700	377	467	642	175	6
OUTSIDE SERVICES	21,000	1,109	7,029	1,750	(5,279)	33
Total General Services Expenses	28,700	1,486	7,496	2,392	(5,104)	26
Financial Expenses						
PERSONNEL	168,373	12,639	12,639	14,031	1,392	8
SUPPLIES	7,500	986	531	625	94	7
OUTSIDE SERVICES	57,575	2,488	2,663	4,797	2,134	5
Total Financial Expenses	233,448	16,113	15,833	19,453	3,620	7
Grant Expenses						
PERSONNEL	24,517	1,846	1,846	2,044	198	8
SUPPLIES	11,500	0	0	958	958	0
OUTSIDE SERVICES	7,650	545	636	638	2	8
Total Grant Expenses	43,667	2,391	2,482	3,640	1,158	6
Code Enforcement Expenses						
PERSONNEL	170,080	11,194	11,194	14,173	2,979	7
SUPPLIES	7,000	699	699	584	(115)	10
OUTSIDE SERVICES	32,150	37	152	2,680	2,528	0
Total Code Enforcement Expenses	209,230	11,930	12,045	17,437	5,392	6
Police Administration Expenses						
PERSONNEL	142,570	10,294	10,294	11,882	1,588	7
SUPPLIES	7,500	150	1,162	625	(537)	15
OUTSIDE SERVICES	8,480	565	565	2,080	1,515	7
Total Police Administration Expenses	158,530	11,009	12,021	14,587	2,566	8
Patrol & Investigations Expenses						

28

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019**

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
PERSONNEL	1,751,728	122,357	122,357	145,978	23,621	7
SUPPLIES	116,650	9,329	11,458	9,721	(1,737)	10
OUTSIDE SERVICES	87,780	7,444	7,264	7,315	51	8
CAPITAL OUTLAY	8,420	0	8,420	702	(7,718)	100
Total Patrol & Investigations Expenses	1,964,578	139,130	149,499	163,716	14,217	8
<u>Domestic Violence Grant Expenses</u>						
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	191,044	14,447	14,447	15,920	1,473	8
SUPPLIES	40,000	2,521	3,513	3,334	(179)	9
OUTSIDE SERVICES	19,500	170	170	1,625	1,455	1
Total Custody of Prisoners Expenses	250,544	17,138	18,130	20,879	2,749	7
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	357,480	27,520	27,520	29,789	2,269	8
SUPPLIES	6,500	255	181	541	360	3
OUTSIDE SERVICES	5,000	0	0	417	417	0
Total Records & Communications Expenses	368,980	27,775	27,701	30,747	3,046	8
<u>School Patrol Expenses</u>						
PERSONNEL	339,652	30,176	30,176	28,303	(1,873)	9
SUPPLIES	17,735	713	1,110	1,478	368	6
OUTSIDE SERVICES	10,300	100	100	950	850	1
Total School Patrol Expenses	367,687	30,989	31,386	30,731	(655)	9
<u>Animal Control Expenses</u>						
PERSONNEL	37,768	2,839	2,839	3,148	309	8
SUPPLIES	4,000	133	281	333	52	7
OUTSIDE SERVICES	42,900	3,852	3,852	3,575	(277)	9
Total Animal Control Expenses	84,668	6,824	6,972	7,056	84	8
<u>Fire Department Expenses</u>						
PERSONNEL	2,195,173	152,230	152,230	182,931	30,701	7
SUPPLIES	57,400	6,122	4,617	6,158	1,541	8
OUTSIDE SERVICES	54,575	1,162	3,652	4,549	897	7
CAPITAL OUTLAY	324,577	82,803	81,577	27,048	(54,529)	25
Total Fire Department Expenses	2,631,725	242,317	242,076	220,686	(21,390)	9
<u>Streets & Drainage Expenses</u>						
PERSONNEL	470,619	33,147	33,147	39,218	6,071	7
SUPPLIES	178,435	9,124	34,048	14,869	(19,179)	19
OUTSIDE SERVICES	84,200	11,754	13,036	5,350	(7,686)	20
CAPITAL OUTLAY	679,857	128,292	120,426	56,656	(63,770)	18
Total Streets & Drainage Expenses	1,393,111	182,317	200,657	116,093	(84,564)	14
<u>Grounds & Beautification Expenses</u>						
PERSONNEL	446,556	34,547	34,547	37,213	2,666	8

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019**

Run: 11/01/2019 at 6:20 AM

Page: 4

Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
SUPPLIES	111,000	4,292	10,307	9,250	(1,057)	9
OUTSIDE SERVICES	63,300	5,184	5,768	5,274	(494)	9
CAPITAL OUTLAY	22,300	12,750	21,899	22,300	.401	98
Total Grounds & Beautification Expenses	643,156	56,773	72,521	74,037	1,516	11
Equipment Maintenance Expenses						
PERSONNEL	52,564	3,976	3,976	4,381	405	8
SUPPLIES	14,100	344	376	1,175	799	3
OUTSIDE SERVICES	2,500	249	0	209	209	0
Total Equipment Maintenance Expenses	69,164	4,569	4,352	5,765	1,413	6
Transfers Expenses						
OUTSIDE SERVICES	206,219	28,544	28,544	17,184	(11,360)	14
Total Transfers Expenses	206,219	28,544	28,544	17,184	(11,360)	14
Aid to Other Govts Expenses						
OUTSIDE SERVICES	676,933	44,948	44,948	56,412	11,464	7
Total Aid to Other Govts Expenses	676,933	44,948	44,948	56,412	11,464	7
Total Expenditures	10,068,133	879,295	931,302	866,517	(64,785)	9
Excess Revenue Over (Under) Expenditures	(675,765)	(288,130)	(340,137)	(81,070)	(129,498)	(50)

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019**

Run: 11/01/2019 at 6:21 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	13,000	0	0	1,083	(1,083)	0
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,500	0	0	208	(208)	0
405-000-351.02-000-000 MISC TAP INCOME	15,000	21,000	21,000	1,250	19,750	140
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,683	4,683	4,500	183	9
405-000-355.00-000-000 MISC INCOME	75,000	6,902	6,902	6,250	652	9
405-000-355.01-000-000 MISC INCOME BAGS	4,000	224	224	333	(109)	6
405-000-355.03-000-000 CROSBY COMMONS KEY FOBS	0	175	175	0	175	0
405-000-360.01-000-000 METERED SALES WATER	2,067,237	174,500	174,500	172,270	2,230	8
405-000-360.02-000-000 METERED SALES GAS	4,135,899	119,663	119,663	344,858	(224,995)	3
405-000-364.00-000-000 UTILITY LATE CHARGES	153,000	12,978	12,978	12,750	228	8
405-000-365.00-000-000 GARBAGE REVENUE	1,066,172	88,838	88,838	88,848	(10)	8
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	635	635	0	635	0
405-350-400.10-000-000 MS MDEQ FY 2019-2020	18,750	0	0	1,563	(1,563)	0
Total Revenues	7,604,558	429,598	429,598	633,713	(204,115)	6
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	8,600	0	0	717	717	0
Total Intrafund Transfers Expenses	8,600	0	0	717	717	0
Utility Administration Expenses						
PERSONNEL	686,036	51,632	51,632	57,169	5,537	8
SUPPLIES	29,000	342	952	2,417	1,465	3
OUTSIDE SERVICES	95,540	2,382	2,848	7,962	5,114	3
Total Utility Administration Expenses	810,576	54,356	55,432	67,548	12,116	7
Director of Public Works Expenses						
PERSONNEL	192,855	15,384	15,384	16,072	688	8
SUPPLIES	24,168	2,313	961	2,014	1,053	4
OUTSIDE SERVICES	54,826	7,443	203	4,569	4,366	0
CAPITAL OUTLAY	9,354	32	456	9,354	8,899	5
Total Director of Public Works Expenses	281,203	25,172	17,004	32,009	15,006	6
Water Regulations Expenses						
PERSONNEL	54,804	4,682	4,682	4,568	(114)	9
SUPPLIES	36,300	3,231	335	3,026	2,691	1
OUTSIDE SERVICES	5,000	371	318	417	99	6
Total Water Regulations Expenses	96,104	8,284	5,335	8,011	2,676	6
Well and Pump Maintenance Expenses						
SUPPLIES	20,393	2,833	0	1,700	1,700	0
OUTSIDE SERVICES	37,600	1,266	366	3,133	2,767	1
Total Well and Pump Maintenance Expenses	57,993	4,099	366	4,833	4,467	1

**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 10/31/2019**

Run: 11/01/2019 at 6:21 AM

Page: 2

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						
PERSONNEL	201,667	16,643	16,643	16,807	164	8
SUPPLIES	47,814	3,434	3,536	3,986	450	7
OUTSIDE SERVICES	32,100	0	1,845	2,675	830	6
CAPITAL OUTLAY	172,500	0	0	14,375	14,375	0
Total Utility Construction Expenses	454,081	20,077	22,024	37,843	15,819	5
Water Operations Expenses						
PERSONNEL	220,777	17,074	17,074	18,398	1,324	8
SUPPLIES	241,929	3,305	30,674	20,162	(10,512)	13
OUTSIDE SERVICES	52,400	3,261	16,480	4,366	(12,114)	31
CAPITAL OUTLAY	3,103,193	262,780	262,780	381,864	119,084	8
Total Water Operations Expenses	3,618,299	286,420	327,008	424,790	97,782	9
Gas Operations Expenses						
PERSONNEL	361,349	25,867	25,867	30,112	4,245	7
SUPPLIES	2,418,488	150,462	149,692	201,540	51,848	6
OUTSIDE SERVICES	63,500	3,976	17,716	5,291	(12,425)	28
CAPITAL OUTLAY	62,400	0	0	5,200	5,200	0
Total Gas Operations Expenses	2,905,735	180,305	193,275	242,143	48,868	7
Garbage Expenses						
GARBAGE EXPENSES	946,302	75,665	75,665	78,859	3,194	8
Total Garbage Expenses	946,302	75,665	75,665	78,859	3,194	8
Loan Interest Expenses						
INTEREST EXPENSE	91,347	2,647	2,647	7,613	4,966	3
Total Loan Interest Expenses	91,347	2,647	2,647	7,613	4,966	3
Total Expenditures	9,270,240	657,025	698,756	904,366	205,611	8
Excess Revenue Over (Under) Expenditures	(1,665,682)	(227,427)	(269,158)	(270,653)	(409,726)	(16)

32

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 Valente, seconded by Council Member Gouguet to approve the docket for November 5, 2019 in the amount of \$ 1,242,612.08.

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 COMMENDING THE LIFE OF J.P. BURNS, JR

Motion was made by Council Member Breland and simultaneously seconded by Council Members Gouguet and Valente to accept a proclamation commending the life and legacy of J.P. Burns, Jr.

A PROCLAMATION COMMENDING THE LIFE AND LEGACY OF J. P. BURNS, JR.

WHEREAS: “To everything there is a season, and a time to every purpose under the Heaven,” and as such, the immaculate author and finisher of our soul’s destiny summoned the mortal presence of dearly loved, J.P. Burns, Jr. to eternal rest on September 17, 2019, causing great sorrow and loss to his family and friends; and

WHEREAS: a native of Pearl River County, Mississippi, Mr. Burns was born July 19, 1935, and his passing is a loss to the City of Picayune; and

WHEREAS: Mr. Burns answered the patriotic call to arms by serving in the National Guard for 41 years; and

WHEREAS: in addition to his military service, Mr. Burns worked as an Industrial Engineer with General Electric from 1965-1971, then went to work for Textron Marine Services in 1971 until his retirement in 1996. In 2001 he accepted the position of City Manager of the City of Picayune until 2004; and

WHEREAS: a devoted Christian, Mr. Burns was a member of the First Baptist Church of Picayune, a member of Sunday School and an usher, as well as deacon for 45 years. He organized devotional programs for our local convalescent homes and was a Gideon for 12 years and;

WHEREAS: Mr. Burns was also engaged in many civic affairs in Picayune. He was in the Lion’s Club for 20 years, an election commissioner for the City of Picayune and a poll worker for Pearl River County. He also served 3 years as a commissioner for the Picayune Housing Authority. He rarely missed a Chamber of Commerce meeting, a City Council meeting, Picayune School Board meeting or a ribbon cutting and;

WHEREAS: Mr. Burns’ life was made complete when he married his wife of 57 years, Sue Smith Burns, and together the couple had one daughter, Debbie, one granddaughter, Briana, and one great granddaughter, Piper Sue:

NOW, THEREFORE, on behalf of the Mayor and Council and City Manager of the City of Picayune, we do hereby commend the life and legacy of J.P. Burns, Jr. and express deepest sympathy to his family and friends upon his passing.

THIS 5th day of November, 2019.

Signed _____

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 MEMBER TO THE BOARD OF TRUSTEES FOR THE PEARL RIVER COUNTY LIBRARY SYSTEM

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to re-appoint Ginger Bean to the Board of Trustees for the Pearl River County Library System.

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 MEMBER TO THE BOARD OF TRUSTEES FOR THE PEARL RIVER COUNTY LIBRARY SYSTEM

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to re-appoint Curtis Gasper to the Board of Trustees for the Pearl River County Library System.

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 PREPARATION OF AN APPLICATION FOR GRANT FUNDING FOR THE CONSTRUCTION OF RESTROOMS AT FRIENDSHIP PARK AND LEOLA JORDAN PARK

Motion was made by Council Member Breland, seconded by Council Member Bumpers to authorize the preparation of an application for grant funding for the construction of restroom at Friendship Park and Leola Jordan Park.

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 MOU BY AND BETWEEN THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF PICAYUNE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve the MOU by and between the Department of Finance and Administration and the City of Picayune.

Government

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Picayune for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Picayune in paying costs associated with the local project (hereinafter the "Project") specified in Section 24(d) of Senate Bill 3049, 2019 Regular Legislative Session, Laws of 2019 (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$ 350,000 (hereinafter the "Project Funds"), for the Project.

(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)

RECITALS

WHEREAS, Section 9 of House Bill 1, 2018 First Extraordinary Session established the 2018 Transportation and Infrastructure Improvements Fund wherein monies deposited into the fund shall be expended, upon appropriation by the Legislature, for infrastructure projects and/or other projects that are economically beneficial that are otherwise provided by law to be funded by monies in this fund; and

WHEREAS, pursuant to Section 24(d) of Senate Bill 3049, 2019 Regular Legislative Session, Laws of 2019, the Legislature has appropriated funds to the City of Picayune to pay the costs of the Project; and

WHEREAS, the City of Picayune shall maintain the Project Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA within its discretion, to disburse monies in the 2018 Transportation and Infrastructure Improvements Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Picayune to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Picayune agrees to make every effort to expend the funds within thirty-six (36) months from the date of receipt from the State.

WHEREAS, the City of Picayune agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the 2018 Transportation and Infrastructure Improvements Fund.

WHEREAS, the City of Picayune agrees to provide quarterly reports to the DFA that summarize the expenditure of the Project Funds and also provides an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30)days of each calendar quarter end. The City of Picayune shall also provide to the DFA a final report no more than thirty (30)days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted; and shall be submitted upon completion of the Project.

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Picayune that the funds on deposit in the 2018 Transportation and Infrastructure Improvements Fund for the City of Picayune should be disbursed to City of Picayune and that the City of Picayune shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND City of Picayune

AS FOLLOWS:

SECTION 1. Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

SECTION 2. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2018 Transportation and Infrastructure Improvements Fund upon the written request of the City of Picayune to pay the costs associated with the Project.

SECTION 3. The City of Picayune certifies and agrees to make every effort to use all funds received from the 2018 Transportation and Infrastructure Improvements Fund within the recommended thirty-six (36)month time period from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure on the part of the City of Picayune to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

SECTION 4. The City of Picayune agrees to properly and competitively execute such procurements in accordance with State law. Failure to adhere may cause the DFA to withhold all sums for the project or seek recovery of same. Further, the City of Picayune agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU.

SECTION 5. The City of Picayune _____ agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Picayune _____ shall also provide the DFA with a final report summarizing the expenditures and use of the State Funds proceeds no more than thirty (30) days after final expenditure of the Project Funds.

SECTION 6. The City of Picayune _____ agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the 2018 Transportation and Infrastructure Improvements Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the Project as authorized and provided by the Act.

SECTION 7. The City of Picayune _____ agrees to administer the project with respect to construction to be completed in accordance with the state procurement laws.

SECTION 8. The City of Picayune _____ agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the 2018 Transportation and Infrastructure Improvements Fund

SECTION 9. All notices or information pursuant to this MOU shall be provided as follows:

Amber Hinton _____, City Clerk _____

203 Goodyear Boulevard

Picayune, MS 39466

Phone: _____ 601.799.5544

Email: _____ ahinton@picayune.ms.us _____

Department of Finance and Administration

Attention: Gilda Reyes

(For submission of reports and questions regarding funding)

501 North West Street, Suite 1301

Jackson, Mississippi 39201

Phone: (601) 359-3402

Fax: (601) 359-2405

Email: SB3049@dfa.ms.gov

SECTION 10. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
Laura D. Jackson, Executive Director

City of Picayune

By:  _____ Date: 11.5.19
Amber Hinton, City Clerk

EXHIBIT A

The City of Picayune shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications(RFQ), Request for Proposals(RFP) or Invitation for Bid(IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices
8. All bank statements

Revised February 2019

Page 5 of 5

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 RESOLUTION AND AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND MUNICIPAL INTERCEPT COMPANY, LLC

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Resolution and Agreement by and between City of Picayune and Municipal Intercept Company, LLC (MIC) for the purpose of collecting the City's debt allowed under the Local Government Debt Collection Setoff Act.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE MUNICIPAL INTERCEPT COMPANY, LLC ("MIC") TO COLLECT THE CITY'S DEBT BETWEEN MIC AND THE CITY OF PICAYUNE AS AUTHORIZED BY THE LOCAL GOVERNMENT DEBT COLLECTION SETOFF ACT.

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session Mississippi Legislature (the "Act"), authorizes Municipal Intercept Company, LLC, ("MIC") to submit debts to the Mississippi Department of Revenue on behalf of municipalities for interception by setting off against any debtor's refund, as defined in Section 3 of the Act, the sum of any debt owed to the City and

WHEREAS, the Mayor and City Council of the City of Picayune, Mississippi (the "City"), desire[s] to enter into the Agreement to Collect Municipal Debt between MIC and the City of Picayune (the "Agreement"); and

WHEREAS, the purpose of the Agreement is to authorize MIC to submit the City's debt to the Mississippi Department of Revenue for setoff against a debtor's Mississippi State Income Tax Refund in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF CITY OF PICAYUNE, AS FOLLOWS:

1. That the Mayor and City Council hereby authorizes MIC to collect the debts of the City as may be submitted thereto from time to time, approves the Agreement to Collect Municipal Debt, attached as **Exhibit A**, between MIC and the City, and further authorizes the Mayor to execute said agreement.
2. That the Mayor and City Council hereby designates City Clerk, Amber Hinton, to serve as debt setoff coordinator pursuant to and in accordance with the Agreement.

Following the reading of the foregoing resolution, Councilman Valente made the motion for its adoption. Councilman Gouguet seconded the motion for its adoption. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

The motion having received the unanimous affirmative vote of the Mayor and City Council of the City of Picayune, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the 5th day of November, 2019.

EXHIBIT A

[ATTACH AGREEMENT TO COLLECT MUNICIPAL DEBT]

49187630.v2

AGREEMENT TO COLLECT MUNICIPAL DEBT

This Agreement is entered into by and between CITY OF PICAYUNE, Mississippi (the "Claimant Local Government"), and Municipal Intercept Company, LLC ("MIC"), (together, the Claimant Local Government and MIC are the "Parties").

WHEREAS, the Local Government Debt Collection Setoff Act, House Bill No. 991, 2019 Regular Session of the Mississippi Legislature (the "Act"), authorizes MIC to submit debts to the Mississippi Department of Revenue ("MDOR") for setoff under the procedures established in the Act, namely by setting off against any refund, as defined in Section 3 of the Act, the sum of any debt owed to the Claimant Local Government; and

WHEREAS, the Claimant Local Government is a municipality acting through its nonprofit member organization with respect to the collection of any debt that has been finalized by law, order or resolution pursuant to the Act; and

WHEREAS, Claimant Local Government desires to enter into this Agreement with MIC for the purpose of collecting its debts as allowed by the Act; and

WHEREAS, MIC agrees to submit debts to MDOR on behalf of Claimant Local Government.

NOW THEREFORE, in consideration of the mutual covenants and agreements, terms and conditions contained herein, Claimant Local Government and MIC mutually agree as follows:

SECTION I: TERM/TERMINATION

This Agreement shall remain and continue in full force and effect from year to year unless modified or terminated in writing by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement all sums due and owing from either party to the other shall remain a lawful obligation of the party and be due and payable.

SECTION II: REPRESENTATIONS AND OBLIGATIONS OF THE PARTIES

- A. Claimant Local Government hereby designates, appoints, and authorizes MIC to submit Claimant Local Government's debt to MDOR for setoff.
- B. Unless otherwise indicated, "debt" is defined to mean any liquidated sum of \$50.00 or more due and owing a Claimant Local Government which has accrued through contract, subrogation, tort, justice or municipal court conviction or any other debt regardless of whether there is an outstanding judgment for the sum, which is not less than sixty (60) days old, and which has been properly noticed and adjudicated by the Claimant Local Government as due and owed; provided, however, debts owed by an individual that are less than \$50.00 may be aggregated together to meet the \$50.00 threshold requirement.

C. The Parties agree and understand that the debtor will pay a twenty-five percent (25%) collection assistance fee (the "Collection Assistance Fee") that will be added by MDOR to the debt after it is submitted for setoff by MIC. MIC will retain twenty percent (20%) of the collection assistance fee, and MDOR will retain five percent (5%) of the Collection Assistance Fee.

D. Claimant Local Government designates Amber Hinton, City Clerk to serve as debt setoff coordinator (the "Coordinator"). The Coordinator has been authorized by the Claimant Local Government and is designated to receive notices and communication from MIC on behalf of the Claimant Local Government. Claimant Local Government will notify MIC in writing within seven (7) days of any change in the Coordinator. MIC will only discuss or share information regarding debts submitted to MIC by the Claimant Local Government with the Coordinator.

The Claimant Local Government agrees to cooperate with MIC to supply MIC with any and all information that in the opinion of MIC is necessary for the proper implementation of this Agreement. The Claimant Local Government further understands that the Coordinator is required to undergo training provided by MIC prior to MIC submitting a Request (defined below) to MDOR.

E. The Claimant Local Government understands that the MIC will utilize direct deposit and agrees to provide MIC with account information as may be requested to accomplish the purposes of this Agreement and update such account information as necessary. Once funds are actually received by and deposited with MIC as a result of a setoff, MIC will remit funds by wire to the Claimant Local Government, less the Collection Assistance Fee.

F. Claimant Local Government shall request MIC to submit a debt to MDOR for setoff by completing a Setoff Request Form provided by the MIC ("Request"). MIC will submit Request(s) to MDOR via the Mississippi Automated Revenue System ("MARS"), or any other method approved by MDOR. Claimant Local Government agrees to notify MIC and to submit another Request as soon as practical if there are any amendments or other changes to the initial Request.

G. The Claimant Local Government, and not MIC, shall be solely responsible for complying with any notice and/or hearing requirements pursuant to the Act, or otherwise. This includes, but is not limited to, the Claimant Local Government providing a debtor written notice of its' intent to setoff the debt and holding a hearing if the debtor so requests within thirty (30) days after the date the Claimant Local Government sends notice of the proposed setoff.

H. Claimant Local Government shall certify to MIC that it has complied with all statute of limitations, statutory requirements, rules, and regulations, including notice and

hearing procedures for a Request. The Claimant Local Government shall not submit a Request to MIC for setoff less than fourteen (14) days from a final adjudication by the Claimant Local Government that the debt is owed and that the debtor has been given proper notice and/or a hearing, as applicable, under the Act.

- I. After a Request has been submitted to MIC for setoff, Claimant Local Government will provide written notice to MIC and MDOR as soon as practical, but not longer than three (3) days, from the date the debtor repays a debt, in part or in full, or from the date the Claimant Local Government receives any notice of or becomes aware of a legal action staying the collection of the debt, including bankruptcy.
- J. MIC shall submit a debt to MDOR for setoff within fourteen (14) days of receipt of the Request.

SECTION IV: UNDERSTANDING OF PARTIES

- A. MIC shall not accept a Request that is not prepared as specified by MIC. The Parties agree, however, that MIC is not liable for the priority or the amount that MDOR pays a Request. Further, the Claimant Local Government understands that any amendment to a Request may delay the payment of a Request.
- B. MIC is responsible for submitting Requests to MDOR for repayment that qualify under the Act, and the repayment of the debt is subject to MDOR's rules and regulations.
- C. Claimant Local Government understands that MDOR will not setoff a Request unless the debtor is entitled to at least a refund of \$50.00, and that it may require multiple setoffs to satisfy a Request. The Collection Assistance Fee will be levied against the amount of each setoff in the event there are multiple setoffs. The Claimant Local Government understands that a Request submitted to MDOR will remain in MARS until the debt is fully paid or until MDOR is notified that the debt is no longer subject to setoff.
- D. Claimant Local Government acknowledges that MIC is relying on the Request to submit a debt to MDOR and that MIC can neither validate or verify a debtor's name or social security number, nor can MIC validate or verify the amount of debt or type of debt being submitted for setoff. Further, Claimant Local Government acknowledges that it is solely responsible for validating or verifying whether or not a debtor has filed any legal action, including but not limited to bankruptcy or other actions staying any collection efforts against the debt.

SECTION V: INDEMNIFICATION/REIMBURSEMENT

Claimant Local Government fully understands and warrants to MIC that by submission of any Request, Claimant Local Government has complied with all of the provisions of the Act, any

laws relating to debt collection, and this Agreement. To the extent allowed by law, the Claimant Local Government shall hold MIC free and harmless and shall indemnify MIC against any and all damages, claims, injuries, actions, liability, or proceedings arising from the setoff of debt as provided in the Act and pursuant to this Agreement. To the extent allowed by law, Claimant Local Government shall be solely responsible for the repayment of any and all sums setoff on Claimant Local Government's behalf pursuant to this Agreement, including any fees, interest, penalties and court costs to a taxpayer/debtor in the event a court of competent jurisdiction rules that said repayment is due and owing.

SECTION VI: ASSIGNMENT

This Agreement is not assignable by either party.

SECTION VII: CONFIDENTIAL INFORMATION

In the course of performance of this Agreement, the parties may find it necessary to disclose to the other party certain confidential information ("Confidential Information"). Confidential Information includes, but is not limited to, information relating to the parties' employees, trade secrets, customers, vendors, finances, operations, products, and other business information. Except as otherwise provided by law, the following terms apply to Confidential Information:

- (a) the non-disclosing party shall treat as confidential and use the same degree of care as it employs in the protection of its own similar confidential information, but in no event less than a reasonable degree of care; and,
- (b) the non-disclosing party will only use the information in connection with its business dealings with the disclosing party and shall disclose information only to employees or contractors having a need to know and who agree to be bound by the terms of this Section, unless otherwise authorized in writing by the disclosing party. Information shall not be subject to these terms if: (i) it is in the public domain at the time of disclosure, or enters the public domain without breach of this Agreement; (ii) it is known to the non-disclosing party prior to the disclosure, or it is independently developed by the non-disclosing party; (iii) it is obtained by non-disclosing party in good faith from a third party not under obligation of secrecy to the disclosing party; or, (iv) it is the subject of a court or government agency order to disclose, provided the non-disclosing party gives prompt notice to the disclosing party to allow the disclosing party to contest such order. The obligations set forth in this Section survive termination, rescission, non-renewal or expiration of this Agreement.

All information, including but not limited to printed, written, oral or computer-formatted information, which MIC may gain access to during the course of the performance of this Agreement shall be the property of Claimant Local Government, shall be held in the strictest confidence, and shall be used solely for the business purposes that are the subject of this Agreement. MIC shall maintain confidentiality of such information not only during the course of the performance of this Agreement but following its termination.

SECTION VIII: MISCELLANEOUS

- A. This Agreement represents the full and final understanding of the Parties with respect to the subject matter described herein and supersedes any and all prior agreements or understandings, written or oral, express or implied. This Agreement may be modified or amended only by a written statement signed by both Parties.
- B. The laws of the State of Mississippi shall govern the terms and conditions of this Agreement.
- C. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date indicated by the signatures below and has been granted all authority of their respective governing bodies to do so.

Picayune, MISSISSIPPI:
 By: [Signature] Date: 11.5.19
 Title: Mayor

MUNICIPAL INTERCEPT COMPANY, LLC:
 By: _____ Date: _____
 Title: _____
 49009503.v5

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 TRAVEL FOR AMBER HINTON TO ATTEND THE 2020 ICMA ANNUAL CONFERENCE PLANNING COMMITTEE MEETING

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve travel for Amber Hinton to attend the 2020 ICMA Annual Conference Planning Committee Meeting.

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

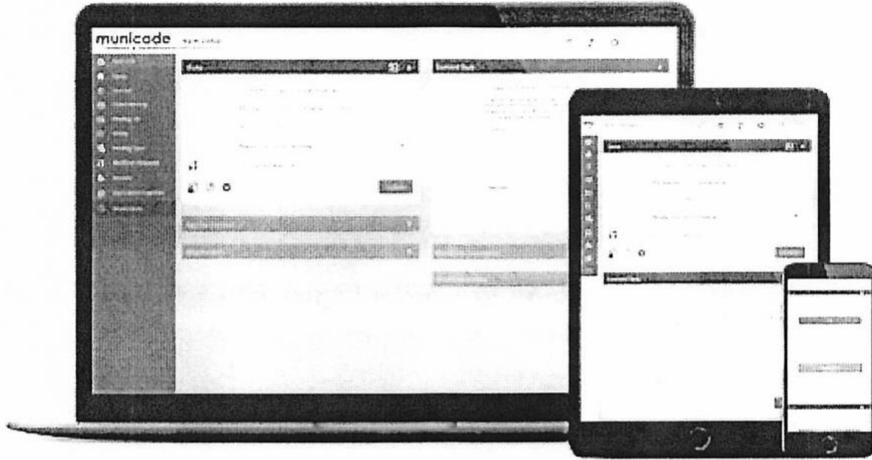
The motion was declared carried.

APPROVE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND MUNICODE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve agreement by and between City of Picayune and Municode for Meeting and Agendas Management.

MEETING & AGENDA MANAGEMENT

Quote: Picayune, Mississippi



municode
— ★ —
CONNECTING YOU & YOUR COMMUNITY



Leon Rogers

PO Box 2235 Tallahassee, FL 32316
360.778.9498 leon@municode.com

INTRODUCTION LETTER

September 25, 2019

Dear Amber:

Thank you for the opportunity to present Picayune with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, our solution is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

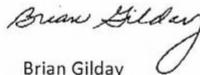
We are also working on an exciting product roadmap to seamlessly integrate Municode Meetings with our suite of online municipal solutions. The first of these integrations that is now complete is between our Municode Meetings solution and Municode Web. Meetings created in Municode Meetings auto-post to your Municode Web website calendar. This integration also includes unified search – your meeting agendas and minutes are searchable directly from the website.

We are also building a powerful integration that will enable you to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances.

These are just a few of the innovative integrations and features on our product roadmap.

We are thrilled at the opportunity to partner with Picayune on such an important initiative.

Sincerely,



Brian Gilday

President, Website Division

MEETING MANAGEMENT FEATURES

Base Features

- ♻ Unlimited Meetings
- ♻ Unlimited Meeting Agenda Templates
- ♻ Unlimited Users
- ♻ Create Meetings
- ♻ Submit/Add Agenda Items
- ♻ Attach agenda item files
- ♻ Create Agendas
- ♻ Create Agenda Packets
- ♻ Approve Items with Approval Workflow
- ♻ Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- ♻ Create Meeting Minutes
- ♻ Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- ♻ Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- ♻ Roll Call
- ♻ Self-service video time stamping – you can add timestamps of your meeting agenda items to your YouTube meeting videos
- ♻ Integration with Municode Web website (meetings/calendar/search integration)
- ♻ 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- ♻ Email support with one-hour response time during working hours
- ♻ Emergency 24x7 support
- ♻ Up to 3 hours of webinar refresher training per year

Service and Support

- 🏆 **Guaranteed Uptime**
We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.
- 📞 **24x7 Customer support:**
We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.
- 🔒 **Security upgrades:**
We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.
- 🛡 **Site Monitoring and Site Recovery:**
Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT COSTS

Annual Subscription	\$4,800 per year
One-time Project Setup	no charge
<ul style="list-style-type: none">• Configure Boards/Committees/Commissions• Configure Meeting Agenda Templates• Setup Users, Roles, and Permissions• Conduct initial training – web teleconference	
Additional Options	
<input type="checkbox"/> "Hands free" YouTube Video time stamping (up to 36 meetings)	\$1,800 per year

PAYMENT SCHEDULE

- | | |
|--|--------------------------------|
| • Sign contract | 50% of annual subscription fee |
| • Configure system – ready for training (annual subscription begins) | 50% of annual subscription fee |

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between Picayune Mississippi ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

- 1. Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.
- 2. Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.
- 3. Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.
- 4. Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.
- 5. Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.
- 6. Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.
- 7. Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.
- 8. Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.
- 9. Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Mississippi without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: Edward Pinero

Title: Mayor

Date: 11.5.19

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 LIVING MEMORIAL FOR CROSBY COMMONS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donation of living memorial (crepe myrtle) for Crosby Commons from "Keep Mississippi Beautiful" organization in loving memory of Emily Kathryn Goss.

The following roll call was made:

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

VOTING NAY: None

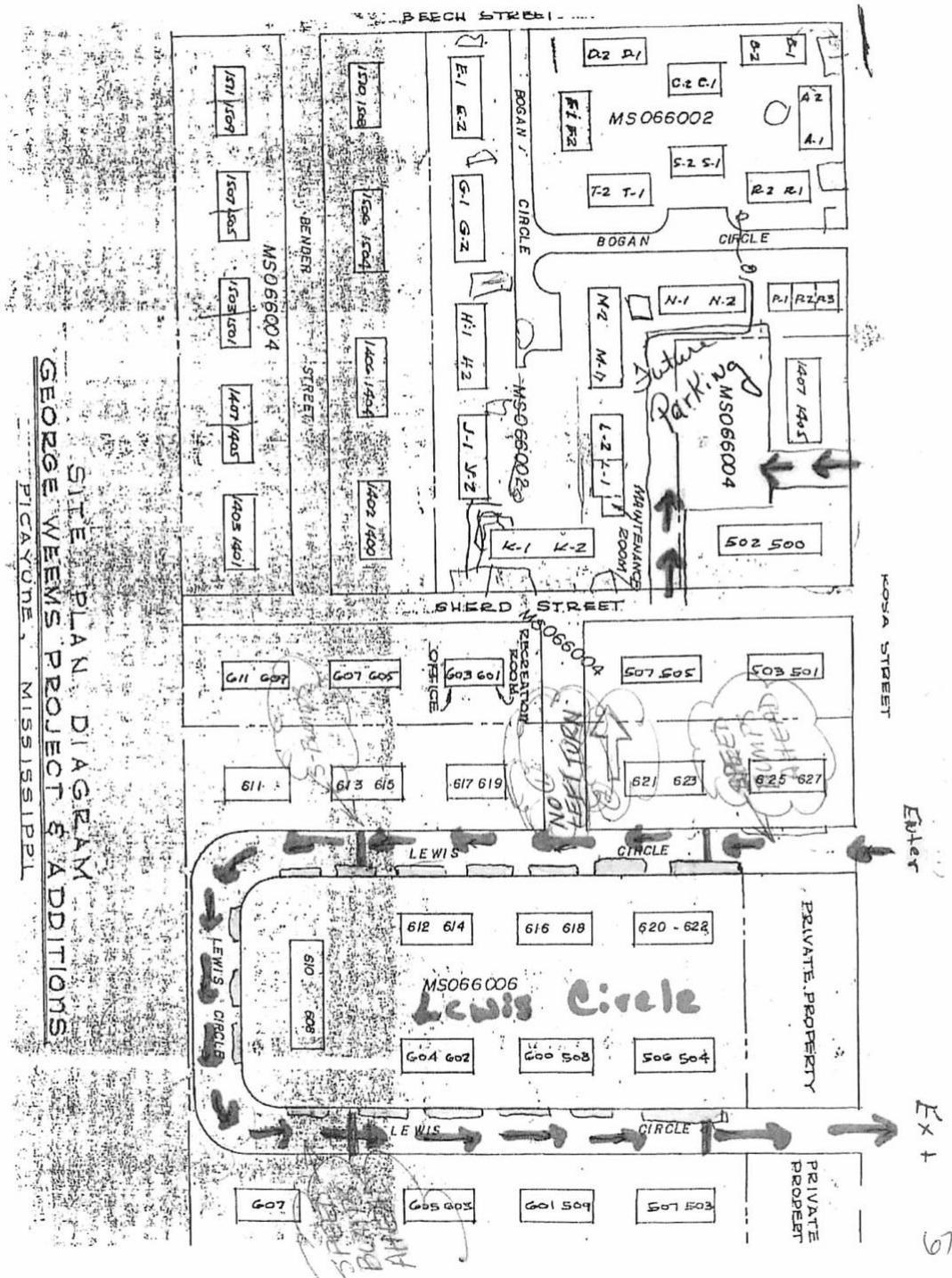
ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT A PROPOSED TRAFFIC FLOW PLAN FOR LEWIS CIRCLE

Motion was made by Council Member Stevens, seconded by Council Member Gouguet to accept a proposed traffic flow plan from the Picayune Housing Authority for Lewis Circle.



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 FROM HEADWAY MARKETING LLC/MOSSY OF PICAYUNE FOR FRIENDSHIP PARK

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donation of \$100.00 from Headway Marketing LLC/Mossy of Picayune for Friendship Park.

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 BETWEEN DAVID M ILLG AND CITY OF PICAYUNE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve a T-Hangar Lease Agreement between David M Illg and City of Picayune/Picayune Municipal Airport.

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER**

T-HANGAR LEASE AGREEMENT

This T-Hangar Lease Agreement made and entered into this, the **Nov 5th 2019** by and between the City of Picayune, hereinafter referred to as "Lessor" and **Mr. David M., ILLg** 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-9** 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 **NOV 5th, 2019** 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 City of Picayune 203 Goodyear Blvd. Picayune, Mississippi 39466, or by mail or 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**

Lessee 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

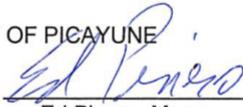
Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

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

At to Lessee: David M ILLG
8594 Hwy. 23
Belle Chasse La. 70037
504-784-2511

WITNESS the signatures of the parties hereto, this the 5th, Day of November, 2019

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 Valente, seconded by Council Member Bumpers to recess until Tuesday, November 19, 2019 at 5:00 P.M.

The following roll call was made:

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