

**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, 815 North Beech Street, in said City, Tuesday, January 5, 2010, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Clerk Priscilla Daniel and City Manager Harvey Miller.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the Minutes for the City of Picayune recessed meeting dated December 15, 2009.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 Watkins, seconded by Council Member Lane to approve the docket for January 5, 2010 in the amount of \$628,244.63.

The following roll call was made:

VOTING YEA: Council Members Watkins, Bumpers, Lane, Breland and Gouguet

VOTING NAY: Mayor Pinero

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE GIRL SCOUTS TO USE PARKING LOT FOR COOKIE DELIVERY

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve request from Girl Scouts for permission to use the front parking lot of City Hall for cookie delivery tentively set for February 13, 2010.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT LOAN AGREEMENT BETWEEN CITY OF PICAYUNE AND JEFFERY SCOTT SMITH

Motion was made by Council Member Gouguet, seconded by Council Member Lane to accept loan agreement between City of Picayune and Jeffery Scott Smith concerning articles in museum located at the Intermodal Center and authorize Mayor's signature.

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

LOAN AGREEMENT

WHEREAS, the City of Picayune has constructed a new Intermodal Center which includes a museum dealing with the history of the Picayune Area, especially related to early railroading, transportation, and timber operations therein located at 200 South Highway 11; and

WHEREAS, XJS Smith owns certain railroad and industrial tools, machinery, artifacts, prints, photographs and memorabilia of which the City of Picayune would like to display in the new Intermodal Center Museum; and

WHEREAS, XJS Smith is willing to loan to the City of Picayune for no consideration the articles for use and display in said Intermodal Center for a period of one (1) year from the date hereof, which annual periods can be renewed from year to year at the pleasure of both parties herein. Said articles list, dated 12/4/09, and attached hereto as Exhibit A as depicted in photographs attached hereto as Exhibit B, and

WHEREAS, the City of Picayune agrees to guard, protect and maintain said articles while in it's possession, and to return same to Jeffrey Scott Smith at the end of said loan period, and

WHEREAS, both parties understand and agree the City of Picayune does in fact maintain insurance coverage on the structure but does not and will not maintain insurance coverage on articles being loaned to the City by Jeffrey Scott Smith and _____ hereby holds the City of Picayune harmless of any damages or loss that may occur to said articles being loaned.

NOW, therefore the City of Picayune and Jeffrey Scott Smith mutually agree on this the 4 day of Dec 2009.

Richard Cagle

WITNESS

Richard Cagle

CITY OF PICAYUNE

MAYOR

X Jeffrey Scott Smith
LOANEE

2 glass bottles
1 LANTERN

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE REQUEST TO APPROVE LOAN AGREEMENT BETWEEN CITY OF PICAYUNE AND ELLA MAE DOWNES

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to table request to approve loan agreement between City of Picayune and Ella Mae Downes.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY COUNCIL AND CITY MANAGER TO ATTEND MML WINTER CONFERENCE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize City Council and City Manager to attend the MML Winter Conference in Jackson, MS from January 26 through January 28, 2010.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF WATER SYSTEM PURCHASE AGREEMENT FROM PEARL RIVER COUNTY UTILITY AUTHORITY

Motion was made by Council Member Gouguet, seconded by Council Member Lane to acknowledge receipt of Water System Purchase Agreement from Pearl River County Utility Authority.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTON TO AMEND AGENDA TO SET A DATE FOR PUBLIC HEARING CONCERNING WATER SYSTEM PURCHASE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to amend the agenda to set a date for Public Hearing concerning the sale of the Water System to the PRCUA.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 FOR PUBLIC HEARING CONCERNING WATER SYSTEM PURCHASE

Motion was made by Council Member Gouguet, seconded by Council Member Lane to set a Public Hearing date of January 19, 2010 at 4:00 pm concerning the sale of the Water System to the PRCUA.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT RECOMMENDATION AND THE BID TABULATION FROM NEEL SCHAFFER FOR THE ARRA OVERLAY IMPROVEMENTS

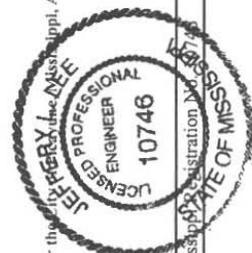
Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept recommendation and the bid tabulation from Neel Schaffer awarding Huey Stockstill, Inc the lowest and best bid being \$386,049.50 for the ARRA Overlay Improvements Project # STP-0400-00(023) LPA/105672/701000 contingent upon concurrence by MDOT and authorize Mayor to sign the agreement.

ARRA Overlay Improvements Project ARRA Project No. STP-0400-00(023) LPA/105672-701000 City of Picayune, Mississippi									
Pay Item No.	Unit	Plan Qty	Description	Engineer's Estimate		Huey Stockstill, Inc.		Warren Paving	
				Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
202-A001	LS	1	Removal of Obstructions, Railroad Track & Ties	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$12,000.00	\$12,000.00
202-B024	SY	170	Removal of Concrete Median and/or Island Pavement, All Depths	\$11.00	\$1,870.00	\$26.00	\$4,420.00	\$11.05	\$1,878.50
202-B038	LF	935	Removal of Curb, All Types	\$10.00	\$9,350.00	\$15.00	\$14,025.00	\$8.50	\$7,760.50
202-B078	SY	625	Removal of Pavement, All Types, All Depths	\$12.00	\$7,500.00	\$1.00	\$625.00	\$12.00	\$7,500.00
211-B001	CY	50	Topsoil for Slope Treatment, Contractor Furnished	\$20.00	\$1,000.00	\$35.00	\$1,750.00	\$53.25	\$2,662.50
406-A001	SY	20500	Cold Milling of Bituminous Pavement, All Depths	\$3.00	\$61,500.00	\$1.10	\$22,550.00	\$2.85	\$58,425.00
609-D002	LF	372	Combination Concrete Curb & Gutter, Type 2	\$23.00	\$8,556.00	\$17.00	\$6,324.00	\$27.05	\$10,062.60
609-D016	LF	350	Combination Concrete Curb & Gutter, Type 3, Modified	\$20.00	\$7,000.00	\$17.00	\$5,950.00	\$27.05	\$9,467.50
613-A001	LS	1	Adjustments of Castings, Gratings and Utility Appurtenances	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00
616-A001	SY	97	Concrete Median and/or Island Pavement, 4 Inch	\$39.00	\$3,783.00	\$40.00	\$3,880.00	\$41.85	\$4,059.45
616-A003	SY	17	Concrete Median and/or Island Pavement, 10 Inch	\$90.00	\$1,530.00	\$100.00	\$1,700.00	\$63.20	\$1,074.40
618-A001	LS	1	Maintenance of Traffic	\$28,481.28	\$28,481.28	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00
618-B001	SF	1	Additional Construction Signs	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
619-A2001	LF	8500	Temporary Traffic Stripe, Continuous Yellow	\$0.23	\$1,955.00	\$0.10	\$850.00	\$0.20	\$1,700.00
619-A4001	LF	2700	Temporary Traffic Stripe, Skip Yellow	\$0.35	\$945.00	\$0.10	\$270.00	\$0.20	\$540.00
619-A6001	LF	240	Temporary Traffic Stripe, Legend	\$0.61	\$146.40	\$1.00	\$240.00	\$1.25	\$300.00
619-D4001	SF	116	Directional Signs	\$30.00	\$3,480.00	\$18.00	\$2,088.00	\$20.00	\$2,320.00
620-A001	LS	1	Mobilization	\$30,190.16	\$30,190.16	\$38,000.00	\$38,000.00	\$30,000.00	\$30,000.00
630-A001	SF	450	Standard Roadside Signs, Sheet Aluminum, 0.080" Thick	\$30.00	\$13,500.00	\$15.00	\$6,750.00	\$16.55	\$7,447.50
630-C003	LF	295	Steel Section U-Posts, 3.0 lb/ft	\$25.00	\$7,375.00	\$7.00	\$2,065.00	\$7.75	\$2,286.25
907-403-A011	Ton	2150	Hot Mix Asphalt, 12.5mm Mixture	\$80.00	\$172,000.00	\$61.00	\$131,150.00	\$83.25	\$178,987.50
907-403-A012	Ton	490	Hot Mix Asphalt, 19.0mm Mixture	\$90.00	\$44,100.00	\$40.00	\$19,600.00	\$93.25	\$45,692.50
907-403-B007	Ton	1050	Hot Mix Asphalt, 12.5mm Mixture, Leveling	\$85.00	\$89,250.00	\$61.00	\$64,050.00	\$73.20	\$76,860.00
907-626-C004	LF	12930	6" Thermoplastic Edge Stripe, Continuous White	\$0.50	\$6,465.00	\$1.00	\$12,930.00	\$1.15	\$14,869.50
907-626-D003	LF	2735	6" Thermoplastic Edge Stripe, Skip Yellow	\$0.40	\$1,094.00	\$0.50	\$1,367.50	\$0.60	\$1,641.00
907-626-E004	LF	9100	6" Thermoplastic Edge Stripe, Continuous Yellow	\$0.50	\$4,550.00	\$0.75	\$6,825.00	\$0.85	\$7,735.00
907-626-G004	LF	600	Thermoplastic Detail Stripe, White	\$2.00	\$1,200.00	\$2.00	\$1,200.00	\$2.25	\$1,350.00
907-626-G005	LF	115	Thermoplastic Detail Stripe, Yellow	\$2.00	\$230.00	\$1.00	\$115.00	\$2.25	\$258.75
907-626-H004	LF	1315	Thermoplastic Legend, White	\$5.00	\$6,575.00	\$1.00	\$1,315.00	\$1.15	\$1,512.25
907-626-H005	SF	500	Thermoplastic Legend, White	\$2.50	\$1,250.00	\$4.00	\$2,000.00	\$4.45	\$2,225.00
				\$539,885.84		\$386,049.50		\$527,125.70	**

Note: *1. Total changed to reflect the correct sum of Item Totals.

I certify this to be a true and accurate Bid Tabulation of bids received at 2:00 P.M., local time, December 22, 2009 for the City of Picayune, Mississippi, ARRA Overlay Improvement Project STP-0400-00(023) LPA / 105672-701000.

Jeffery L. Lee
Jeffery L. Lee, P.E.



Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize the Mayor to sign a lease renewal contract with RJ Young for copiers at the Police Department, but to get quotations on the copiers before entering a leasing contract again.

Revised Date: 01/10/2005

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

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

Vendor Company Name: R J Young

Customer Agency Name: City of Picayune

Bill to Address: City of Picayune

815 N Beech St.

Accts Payable- Picayune, Ms. 39466

Ship to Address: Police Department Investigations Room
203 Good year Blvd.

Description of Equipment, Software, or Services	Price
<u>Canon 3245 Copier</u>	<u>\$220.00</u>
<u>Print Controller/ Us Send</u>	
<u>Cabinet</u>	
<u>Service for all parts, labor, drum and toner</u>	
<u>5,000 copies coverage @.0099</u>	<u>\$50.00</u>
	<u>\$ 270.00</u>

Delivery Schedule and Installation Date: _____

Rental Term: Number of Months 36 Start Date _____ End Date _____

Modifications: _____

Vendor Signature

Edward J. Vance
Customer Signature

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

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

1. CUSTOMER ACCOUNT ESTABLISHMENT

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the

equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

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

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

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

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

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

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on Timely Payments for Purchases by Public Bodies, Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

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

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

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and

documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

11. HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLES:

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

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

13. ASSIGNMENT:

A. BY CUSTOMER: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.

B. BY VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.

14. GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

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

16. 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 Agreement.

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

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

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

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to Customer, all financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strike, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligation

or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

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

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement without damage, penalty, cost or expense to Customer of any kind whatsoever.

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

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

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

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

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

Vendor: _____

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

Witness my signature this the 5th day of JANUARY, 2010.

State of Mississippi: Picayune, Ms

By: Edward Pinero
Authorized Signature

Printed Name: Edward Pinero

Title: Mayor

WITNESS:

Shirilla C. Daniel

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 RESOLUTIONS DESIGNATING APPLICANT AGENTS FOR FEMA MATTERS

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize Mayor's signature on Resolutions designating Priscilla Daniel, Amber Hinton and Louise Cockern as applicant agents for FEMA matters.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CASH REQUEST NO .14 TO THE MS DEVELOPMENT AUTHORITY

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve Cash Request No. 14 in the amount of \$270,669.54 to the MS Development Authority for the 2006 Katrina Supplemental CDBG Community Revitalization Grant for CDBG Project No. R-109-297-002-KCR and to authorize the Mayor to sign said request and allow for payment of the accompanying invoices.

CITY OF PICAYUNE
DOWNTOWN IMPROVEMENTS
KATRINA COMMUNITY REVITALIZATION

CDBG REQUISITION FORM

REQUISITION NUMBER: 14

PROJECT NUMBER R-109-297-02-KCR

DATE: January 5, 2010

BANK ACCOUNTS NO: _____

PAYABLE TO:	AMOUNT:
Neel-Schaffer, Inc.	\$ 13,950.36
Huey Stockstill, Inc.	\$242,219.18
Sample & Associates	\$ 14,500.00
	<hr/>
	\$270,669.54

APPROVED:

BY: _____



The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA TO AUTHORIZE THE CITY TO ACCEPT THE GRANT FROM MS LIBRARY COMMISSION

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to amend the agenda to include a vote to authorize the City to accept a grant in the amount of \$ 143,872.00 from MS Library Commission to replace the roof on the Margaret Reed Crosby Memorial Library building.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACCEPT THE GRANT FROM MS LIBRARY COMMISSION

Motion was made by Council Member Bumpers, seconded by Council Member Watkins to accept a grant from MS Library Commission in the amount of \$143,872 to replace the roof on the Margaret Reed Crosby Memorial Library building.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE POLICE DEPARTMENT TO PURCHASE A 2010 CHEVY TAHOE THROUGH BYRNE JUSTICE ASSISTANCE GRANT

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Police Department to purchase a 2010 Chevy Tahoe through approved and accepted Byrne Justice Assistance Grant (JAG) in the amount of \$34,391.00.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT LOW QUOTE FROM MIDSOUTH UNIFORMS FOR PURCHASE OF POLICE UNIFORMS

Motion was made by Council Member Gouguet, seconded by Council Member Lane to accept low quote of \$690.62 from Mid South Uniforms for purchase of police uniforms.

MID SOUTH UNIFORM & SUPPLY, INC.
 1825 TERRY ROAD
 JACKSON, MS 39204
 (601)373-3613 (800)325-3958

12/17/09

UNIFORMS
 CITY OF PICAYUNE - POLICE DEPT
 815 NORTH BEECH ST

PICAYUNE MS 39466

ATTN: RICKY

601-798-4682

PRICING GOOD THRU 12/31/2010

Dear Sirs:

Please accept this correspondence as our quote on the following:

QUOTE #10806

ITEM #	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
1 909	SENTRY + PANT - NAVY Comment: W/BRAID (OFFICER)	1	34.98	34.98
2 1009	SENTRY + LADIES PANT - NAVY Comment: W/BRAID (OFFICER)	1	34.98	34.98
3 2960NP	SENTRY + SS SHIRT - NAVY Comment: W/PATCHES (OFFICER)	1	33.20	33.20
4 2975NP	TEX TROP SS BLOUSE - NAVY Comment: W/PATCHES (OFFICER)	1	33.20	33.20
5 2920NP	SENTRY + LS SHIRT - NAVY Comment: W/PATCHES (OFFICER)	1	36.48	36.48
6 2905NP	TEX TROP LS BLOUSE - NAVY Comment: W/PATCHES (OFFICER)	1	36.48	36.48
7 2649M	SENTRY WINDBREAKER W/LINER-NVY	1	69.00	69.00
8 58130	ULTRA JACKET - NAVY BLUE Comment: W/PATCHES (OFFICER)	1	165.00	165.00
9 41060-724	5.11 PROFESSIONAL POLO-DK NAVY Comment: (OFFICER)	1	27.33	27.33
10 74273-162	5.11 TACLITE PRO PANT - KHAKI Comment: (OFFICER)	1	35.00	35.00
11 74251-055	TACTICAL PANT 5.11 -KHAKI Comment: (OFFICER)	1	35.00	35.00
12 F522082250	TACTICAL TROUSER - KHAKI Comment: (OFFICER)	1	26.00	26.00
13 41060-160	5.11 PROFESSIONAL POLO-SIL/TAN Comment: (DISPATCHER)	1	27.33	27.33
14 909	SENTRY + PANT - NAVY Comment: (DISPATCHER)	1	34.98	34.98
15 1995	POLICE BDU 65/35 RS-BLK-ZIPPER Comment: (JAILOR)	1	29.08	29.08
16 1000-	BDU TAC 2 PKT SS 65/35 RS-BLK Comment: (JAILOR)	1	26.00	26.00
17 QUOTE	CORRECTIONS PATCH 4 X 11.5 Comment: MIN ORDER 25 QTY (JAILOR)	1	6.58	6.58

Terry Dahlem
 Vice President Sales

690.62

CRUSE UNIFORMS & EQPT., INC.
1201 BARROW ROAD
LITTLE ROCK, AR 72205
(501)223-2778 Fax #:223-2424

12/17/09

PICAYUNE PD
CASH EXEMPT SHIPPED OUT STATE

Attn: Ricky
Pricing good through 12/31/2010

PICAYUNE MS 39466
615-000-0000

Dear Sirs:

Please accept this correspondence as our quote on the following:

QUOTE #4383

ITEM #	DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
1 909	MP SENTRY PLUS PANT NVY HS2149	1	36.50	36.50
2 1009	WP SENTRY PLUS NAVY HS2181	1	36.50	36.50
3 2960NP	MSS DNVY SENTRY W/ZIP HS1250	1	34.50	34.50
4 310-3	MSS TEXTROP NVY	1	36.50	36.50
5 Z920NP	MLS DK NAVY SENTRY SHT HS1150	1	38.50	38.50
6 Z905NP	WLS DK NAVY SENTRY SHT HS1188	1	38.50	38.50
7 2649M	MJ SENTRY JACKET	1	89.00	89.00
8 58130	MJ ULTRA NAVY JKT W/ LINER	1	175.00	175.00
9 41060	5.11 PROFESSIONAL POLO S/S	1	28.00	28.00
10 74273-KHAKI	5.11 TACLITE PRO PANT POLY/COT	1	39.99	39.99
11 74251-KHAKI	MENS TACTICAL PANT - COTTON	1	39.99	39.99
12 F522082250	MP TACTICAL TROUSER KHAKI	1	27.50	27.50
13 41060	5.11 PROFESSIONAL POLO S/S	1	28.00	28.00
14 909	MP SENTRY PLUS PANT NVY HS2149	1	36.50	36.50
15 F520112001	BDU PANT BLK 60/40 NON RIP	1	32.00	32.00
16 F530130001	BDU S/S RIPSTOP 65/35 BLACK	1	27.00	27.00
17 SOCSE	PATCH 4 X 11.5	1	8.00	8.00

Total of lines with quantities only: 17 751.98

Thank you for allowing us this opportunity to serve you.

Sincerely,

Cindy Cruse
Store Manager
CRUSE UNIFORMS & EQUIPMENT INC.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, Breland and Gougnet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MISCELLANEOUS COUNCIL MEMBER'S BUSINESS

Whereas, Councilman Larry Watkins asked Public Works Director Chad Frierson when the city crews will be back on the north end of town. Councilman Watkins was advised to check with Tommy Hart in the Street and Drainage Department.

Whereas, Councilman Lane requested an update on the Centraplex, City Attorney Nathan Farmer stated that the City and the insurance company have not made any headway toward a settlement since the fire occurred.

Whereas, Councilwoman Bumpers stated that she has had complaints about a pothole at the intersection of Beech Street and Palestine Road. Councilwoman Bumpers was advised that this would be covered when the ARRA Project is done.

Whereas, Councilwoman Gouguet requested the status of the City hiring Scott Farve as a consultant on the Centraplex situation and also where the City stands on the sale of the Arizona Chemical property.

ORDER TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to enter closed session to determine the need for an executive session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Lane, seconded by Council Member Watkins to return to regular session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO RE-ENTER EXECUTIVE SESSION

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to enter executive session to discuss the following:

Personnel Matter
Contractual Matter-Bulldog Construction

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Lane, seconded by Council Member Watkins to return to regular session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO INCREASE THE MUNICIPAL JUDGE'S SALARY

Motion was made by Council Member Lane, seconded by Council Member Watkins to increase the Municipal Judges' salary to \$36,000 annually effective January 1, 2010.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPOINT PICAYUNE MUNICIPAL COURT JUDGE, PRO TEM

Motion was made by Council Member Lane, seconded by Council Member Watkins to appoint G Gerald Cruthird as Municipal Court Judge, Pro Tem at a flat fee of \$750.00 for any appearance in court as Judge Pro Tem and a further fee of \$250.00 for any other work as Municipal Judge outside of court.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY CLERK & CITY ATTORNEY TO RELEASE FUNDS OWED TO BULLDOG CONSTRUCTION

Motion was made by Council Member Lane, seconded by Council Member Watkins to authorize City Clerk and City Attorney to release funds owed to Bulldog Construction, to Ken Bean after execution of the release of liability to the City and to remit \$5,234.50 to Ken Bean less \$500.00 attorney fees for final payment on T-hangars, upon execution of the release form by the Mayor and City Clerk.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY MANAGER, HARVEY MILLER, TO ACCEPT \$ 24,666 PER ACRE FOR SALE OF PROPERTY IN THE INDUSTRIAL PARK TO LARRY WILLIAMSON

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to authorize the City Manager, Harvey Miller, to accept \$24,666 per acre for property in the Industrial Park form Larry Williamson and to authorize the Mayor and City Clerk to execute the contract and the deed, if Mr. Williamson accepts the offer from the City.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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 Lane seconded by Council Member Watkins to recess until Tuesday, January 19, 2010 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Watkins, Bumpers, Lane, 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:

Priscilla Daniel, City Clerk