

**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, Wednesday, February 5, 2013, 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 Manager Jim Luke and City Clerk Amber Hinton.

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

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

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve the Minutes for the City of Picayune dated January 15, 2013.

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 February 5, 2013 in the amount of \$1, 030,377.23.

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 AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND  
CHARTER COMMUNICATIONS**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to approve agreement by and between the City of Picayune and Charter Communications for internet services and authorize City Clerk to sign the same.

NEW  
CITY HALL

<https://apps.charter-business.com/eDocuments/Documents/eContract...>

**BUSINESS INTERNET, VIDEO, MUSIC SERVICES**

Both parties desire to enter into this Agreement and Order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to the Customer's place(s) of business, the scope and description to be specified in the Service Order section below. This Agreement will be effective after presentation by Charter to and upon electronic acceptance by Customer.

The Services to be provided under its respective Agreement hereunder shall be performed and rendered separately by one of or both of the Charter affiliates specified below. The operations, acts, or omissions related to, and/or provision of one of the Services by the respective Charter affiliate, is exclusive to the distinct Service such Charter entity is rendering consistent with the language of this Agreement, and as such, the applicability of the terms and conditions set forth herein respect to each such Service and Service-rendering Charter entity is individual and exclusive to such Service and corresponding Charter entity (not collective, cumulative, nor joint and several). A default by one Charter entity with respect to one Service shall not be considered a default by the other Charter entity with respect to the other Service, and any liability on Charter's part hereunder shall strictly be limited to the respective Service and Service-rendering Charter entity out of which such liability arises.

Customer's continued use of the Service(s) after the implementation of any change(s) to either the Commercial Terms of Service or the applicable Charter Telephone Service Tariff(s)/Service, Price and Terms Guide, each of which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Commercial Terms of Service that adversely affects Customers rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously waived one-time charges.

**BUSINESS INTERNET, VIDEO AND MUSIC**

Business Internet, Video and Music services are offered and shall be provided hereunder by and between Renaissance Media LLC, (hereafter, "Charter Business" or "Charter") with corporate offices at 1774 Henry G. Lane St. Maryville TN 37801 and Picayune City Hall, ("Customer") with its place of business at 203 Goodyear Blvd, Picayune Picayune 39466-4403 ("Service Location"). Charter and Customer agree to the terms and conditions of this agreement, including the Commercial Terms of Service applicable to Business Internet, Video and Music Services and of which are posted to the Charter website, [www.charterbusiness.com](http://www.charterbusiness.com). Customer's execution hereunder shall represent Customer's acknowledgement and agreement of the Commercial Terms of Service.

**Business Internet, Video and Music Monthly Fees:**

**Video Services**

No Video Services included on this order.

**Music Services**

No Music Services included on this order.

**Business Internet Services**

**Product**

BI: Pro100 (100M Down / 5M Up)

<b>Quantity</b>	<b>Price</b>
1	\$200.00

**Additional Services**

**Product**

BI: MIR (wireless - 1 box 5MCD3GN2)

<b>Quantity</b>	<b>Price</b>
1	\$10.00

**Total Business Internet, Video and Music Monthly Fees:** **\$210.00**

**TOTAL FEES:**

Total Monthly Service Fees of \$210.00 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$10.00 are included in the first monthly invoice.

**SERVICE PERIOD.** The initial Service Period of the above Service Order(s) shall begin on the date the Services are functional in all material respects and available for use (the "Turn-up Date") and shall continue for a period of 1 month.

Upon expiration of the initial Service Period, this Service Order shall automatically renew for successive one-month terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

Video Services are subject to rate increases during the term of the contract as described in the section titled, "Video, Music and Content Services" in the Commercial Terms of Service.

**SERVICABILITY.** Customer understands and agrees that in the event during a survey or assessment of any Service Location prior to or during installation of the Services, Charter determines that the cost(s) to complete such installation or to provide and maintain the Service(s) exceeds its previous assessment undertaken to extend the respective Services at the pricing presented herein, Charter shall notify Customer and provide Customer with the OTC(s) and/or increase in MSF, as applicable, and Customer shall have the right to agree to pay such OTC(s) and/or increased MSF or terminate this Service Order, provided that Customer provides written notice of termination within five (5) business days of receiving the same. Customer's failure to terminate this Service Order within such timeframe shall be deemed an affirmative election to agree to pay such OTC(s) and/or increased MSFs.

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such electronic acceptance on Customers behalf of this unilateral contract shall bind Customer and Charter to the terms hereof and that signature by an authorized representative of Charter is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Charter prior to presentation to Customer.

In order to accept the terms and conditions of this contract as well as all of those described on the Charter-Business.com Terms and Conditions page, please enter your name and title and select the "Accept" button. If you choose to decline this contract, please enter your name and title and select the "Decline" button.

\*Charter reserves the right to reject any contract and/or treat the same as "VOID" in the event the name or title entered for/associated with the Customer is invalid on its face or contains improper language or other such mischaracterization or impropriety, as determined in Charter's reasonable discretion.

First Name:

Last Name:

9

ALL OTHER LOCATIONS

https://apps.charter-business.com/eDocuments/Documents/eContract...

**BUSINESS INTERNET, VIDEO, MUSIC SERVICES**

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**Business Internet, Video and Music Monthly Fees:**

**Video Services**

No Video Services included on this order.

**Music Services**

No Music Services included on this order.

**Business Internet Services**

**Product**

BI: Pro50 (\$0M Down / 5M Up)

BI: Pro50 Value Add Bundle

Quantity	Price
1	\$115.00
1	\$0.00

**Additional Services**

**Product**

BI: IP, Static /30 (1 IP)

BI: MIR (wireless - 1 box SMC03GN2)

Quantity	Price
1	\$10.00
1	\$10.00

**Total Business Internet, Video and Music Monthly Fees: \$135.00**

**TOTAL FEES:**

Total Monthly Service Fees of \$135.00 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$10.00 are included in the first monthly invoice.

**SERVICE PERIOD.** The initial Service Period of the above Service Order(s) shall begin on the date the Services are functional in all material respects and available for use (the "Turn-up Date") and shall continue for a period of 1 month.

Upon expiration of the Initial Service Period, this Service Order shall automatically renew for successive one-month terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

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\*Charter reserves the right to reject any contract and/or treat the same as "VOID" in the event the name or title entered for/associated with the Customer is invalid on its face or contains improper language or other such mischaracterization or impropriety, as determined in Charter's reasonable discretion.

10

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.

**AUTHORIZE TRAVEL FOR MAYOR AND COUNCIL MEMBER TO WASHINGTON DC**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize travel for the Mayor and Council Member Todd Lane (alternate Wayne Gouguet) to Washington DC for the purpose of Economic Development.

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 GRANT FROM LOWER PEARL RIVERY VALLEY FOUNDATION FOR RECREATIONAL PARKS PROJECT ( J.P. JOHNSON, EAST CANAL STREET AND DANIEL STREET PARKS)**

Motion was made by Council Member Breland, seconded by Council Member Bumpers to accept grant (in kind match) from Lower Pearl River Valley Foundation for Recreational Parks Project (J.P. Johnson, East Canal Street and Daniel Street Parks).

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 TABLE PUBLIC HEARING FOR PROPERTY CLEAN UP AT 1914 DANIELS DR**

Motion was made by Council Member Watkins, seconded by Council Member Lane to table public hearing on property clean up at 1914 Daniels Dr. for 60 days.

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 FOR PROPERTY CLEAN UP**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to set a date of March 5, 2013 for public hearing for clean up at the following properties:

2300 Cousin St. parcel 6172090040104100  
2201 Morris St. parcel 6172090040102600  
Neal Rd. parcel 6175160020100100

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 USE OF MONEY IN THE CAPITAL PROJECT FUND TO PERFORM MODIFICATIONS AND REPAIRS TO DRAINAGE SYSTEM AT THE INTERSECTION OF SOUTH GREEN AND CECILE STREETS**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize use of money in the Capital Project fund to perform modifications and repairs to the drainage system at the intersection of South Green and Cecile Streets. (Approximate cost \$56,000)



925 Goodyear Boulevard  
Picayune, Mississippi 39466  
Phone (601) 799-1037  
Fax (601) 799-0480  
www.dunganeng.com

January 30, 2013

Eric Morris, Public Works Director  
City of Picayune  
815 North Beech Street  
Picayune, MS 39466

Re: Monroe Branch Channel between Cecile and Mitchell Street

Dear Mr. Morris:

Approximately 125 linear feet of the gunite east ditch slope has developed cracks and failures. Gunite begins at Cecile Street and extends in a Southerly direction parallel to South Green Avenue. The failures have allowed soil to migrate from the adjacent yard into the ditch resulting in the development of several sinkholes in close proximity to the dwelling. Continued soil migration will endanger the structure and will more than likely cause undermining of the foundation. If curative measures are not implemented, the situation will only deteriorate.

Several renovative techniques have been considered: 1) Sheet Piles, 2) Gabion Walls, 3) Box Culvert Extensions, 4) Interlocking Block Wall, and 5) Rectangular Concrete Ditch Sections

- 1) Sheet piles are not a suitable option as installation would probably cause damage to the structure.
- 2) Gabion walls would have a combined width of ±6 feet in addition to the channel bottom and would decrease flow due to roughness
- 3) Box culvert extension would be very expensive and limited elevation differential between flow line of channel and yard cannot be readily cleaned.
- 4) Interlocking block wall would require horizontal anchors and disturb exist east slope
- 5) Concrete rectangular open channel it the best option. The channel should be 17 feet wide and four feet deep to carry anticipated water from South of Mitchell Street in the Woodglen Cove Subdivision. East edges of box could begin at the East ditch toe with minor disturbances of the East ditch gunite.

Construction of the rectangular channel would require removal of the shoulder and ±2 feet of the pavement of South Green Avenue.

As South Green Avenue is dead end serving only 3 dwellings, the street could then be considered a driveway and the width reduced to one ± 12 feet lane.

This will be an expensive fix; however its implementation should reduce the possibility of structural failure.

Please let me know if you have any questions or comments.

Sincerely,

  
Vernon Moore, P.E.  
Dungan Engineering, P.A.

N:\1700G045\Documents\Correspondence\Morris - Cecile Stree - 01-31-2013.doc

Consulting Engineers

17

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 INCLUDE A CONTRACTUAL MATTER WITH FARMER'S FRESH PRODUCE IN EXECUTIVE SESSION**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to amend the agenda to include a contractual matter with Farmer's Fresh Produce in 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.

**MOTION TO ENTER EXECUTIVE SESSION**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to enter executive session to discuss contractual matter with Farmer's Fresh Produce.

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 EXIT EXECUTIVE SESSION**

Motion was made by Council Member Breland, seconded by Council Member Watkins to exit 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.

**CONTRACTUAL MATTER WITH FARMER'S FRESH PRODUCE AND MERCHANTS FOOD SERVICE**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to authorize to allow the transfer of the title of the Farmer's Fresh property to the Merchant Company contingent on Merchant's paying all attorney's fees and costs associated with the transfer; approval by the City Manger and City Clerk of the financial information of the Merchant's Company, including but not limited to review of all Dunn &

Bradstreet reports or other similar information to allow the assessment of financial viability of the Merchant's Company; assumption by the Merchant's Company of the sole responsibility to pay the mortgage currently encumbering the Farmer's Fresh property; and, the release of Farmer's Fresh to pay the subject mortgage on the property transferred to the Merchant's Company.

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 Gouguet, seconded by Council Member Bumpers to recess until Tuesday, February 19, 2013 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:

\_\_\_\_\_  
Amber Hinton, City Clerk