

**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, February 7, 2012, 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 Reverend Stubbs, 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 Bumpers to approve the Minutes for the City of Picayune dated January 17, 2012.

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 MAIN STREET TO HOLD THE 7<sup>TH</sup> ANNUAL EGG DROP**

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve request from Picayune Main Street to hold the 7<sup>th</sup> Annual Egg Drop at Picayune Municipal Airport on March 24, 2012 from 10:00 am to 2:00pm.

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 7, 2012 in the amount of \$1,226,047.26.

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 APPROVE RESOLUTION OF CERTIFICATION FOR MDOT TRANSPORTATION ENHANCEMENT GRANT**

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to approve resolution of certification for MDOT Transportation Enhancement Grant and authorize Mayor to sign the same.

**RESOLUTION AUTHORIZING  
THE CITY OF PICAYUNE TO FILE  
AN APPLICATION TO THE STATE OF MISSISSIPPI FOR  
TRANSPORTATION ENHANCEMENT PROGRAM FUNDS AND  
EXECUTION OF A GENERAL AGREEMENT WITH THE  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
SHOULD THE APPLICATION BE FUNDED**

**WHEREAS**, the State of Mississippi has funds available for State Agencies, City or County Governments, Colleges/Universities, or Rails-to-Trails Districts under its Transportation Enhancement Program for the purpose of meeting one or more of the twelve (12) exclusive activities as specified in the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU); and

**WHEREAS**, the City of Picayune has identified a project that meets one or more of the twelve (12) exclusive activities as specified in the Safe, Accountable, Flexible, Efficient Transportation Act: A Legacy for Users (SAFETEA-LU).

**THEREFORE BE IT RESOLVED** the City Of Picayune has the authority to submit an application to the Mississippi Department of Transportation for Transportation Enhancement Program funds and that the Mayor hereby is given the authority to enter into a General Agreement with the Mississippi Department of Transportation should the City's application be funded.

**BE IT FURTHER RESOLVED** that the City of Picayune certifies that there are no known foreseeable legal impediments which exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Motion made by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Councilman voting aye: \_\_\_\_\_

Councilman voting nay: \_\_\_\_\_

**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF PICAYUNE, MISSISSIPPI**

Attest:

\_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
MAYOR

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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 APPROVE APPLICATION FOR THE COCA-COLA COMPANY KEEP AMERICA BEAUTIFUL BIN GRANT PROGRAM**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve application for the Coca-Cola Company Keep American Beautiful Bin Grant Program.



bingrant Supporting local community

recycling programs

- [HOME](#)
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## Public Space Grant

Need beverage container recycling bins for your local park, school, office or special event? The Coca-Cola/KAB Recycling Bin Grant Program supports local community recycling initiatives by providing selected grant recipients with receptacles for the collection of beverage container recyclables in public settings. Grant recipients will receive actual recycling bins instead of funding.

### Why Bins?

Because KAB and Coca-Cola are able to leverage their purchasing power to provide more recycling bins than would be possible if grantees were to use monetary grants to purchase independently. By taking care of the bin purchases internally, our program allows you to better spend your time designing and implementing recycling programs.

### Who Can Apply?

For the Public Space bin grant program, the grant program is open to non-profit organizations, government agencies, schools and religious organizations. For profit businesses are not eligible to directly receive grants. They may however partner with otherwise eligible organizations on proposals submitted in the eligible organization's name.

### How Does It Work?

The program offers recycling bins designed for use in various settings – special events, general utility and prestige locations. Apply on-line and describe your program needs, request your preferred bin type, and tell us how many you would like to receive. After grant recipients are selected, KAB will contact grantees to offer guidance, confirm their needs, and bin selection. Then, our suppliers will deliver bins directly to the recipients.

The grant program awards recycling bins which become the property of the organization. No direct funding is provided. Recipients are responsible for implementing all collection and processing arrangements.

Grant recipients are expected to track and submit weights for the quantity of recyclables collected in two reports, one in August 2012 followed by a second, final report in July 2013. Recipients are also expected to recognize their grant award through local media communications in coordination with grant administrators.

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**What Types of Bins are Available Through the Grant?**

A description of the Public Space bin grant options is listed [here](#).

**When To Apply?**

The application period is Thursday, January 26, 2012 through Friday, March 2, 2012. Applicants will be notified by the week of April 16 whether a grant has been awarded. Arrangements will be made to ship the awarded bins directly to the recipient in early summer 2012 at no cost to the grant winner.

**How Are Proposals Evaluated?**

The intent of this grant program is to assist local communities in increasing the number of beverage containers recovered for recycling. While not every request can be fulfilled, the program looks to award bins to those applicants who can demonstrate the greatest potential to impact beverage container recovery.

Concise proposals that clearly identify the need and outline a well thought out plan will be most successful. Where proposals are otherwise equal, preference will be given to institutions that have not previously received a grant through the Coca-Cola Bin Grant program. Though not a requirement, preference will also be given to new or expanded collection efforts versus replacement of existing bins. The grant specifically targets beverage container recycling and is not intended to provide bins for exclusively collecting paper or other materials. Some of the available recycling bins feature optional lids and messaging to accommodate mixed material or "single stream" recycling.

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<http://bingrant.org/public-space-grant-overview/>

2/2/2012

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.

**APPROVE BUTLER SNOW'S PROPOSAL TO ACT AS THE CITY'S GOVERNMENTAL RELATIONS LEGAL COUNSEL**

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve Butler Snow's proposal to act as the City's Governmental Relations Legal Counsel.

BUTLER SNOW

January 30, 2012

VIA E-MAIL (preplanning@yahoo.com)

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

Re: City of Picayune  
Governmental Relations Legal Counsel

Dear Mayor Pinero:

On behalf of the firm, I want to thank the City of Picayune ("City") for considering Butler, Snow, O'Mara, Stevens & Cannada, PLLC to act as its counsel. We are honored to serve in this capacity.

Attached is our proposal from Butler Snow to provide Governmental Relations counseling in Washington D.C. on behalf of the City. We will serve as counsel to the City and will provide legal representation as directed by the City and its staff. This agreement will be effective for a one-year period beginning February 1, 2012 through January 31, 2013.

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

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

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

Post Office Box 6010  
Ridgeland, MS 39158-6010

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

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BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

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Mayor Ed Pinero  
January 30, 2012  
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In the event any dispute arising out of or relating to this agreement cannot be resolved amicably between the parties, the parties shall endeavor first to resolve any such disputes by mediation under the Mediation Procedure of the CPR Institute for Dispute Resolution. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any controversy or claim arising out of or relating to this contract or the breach, termination or validity thereof, which remains unresolved 45 days after appointment of a mediator, shall be finally resolved by arbitration by a sole arbitrator in accordance with the CPR Rules for Non-Administered Arbitration, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

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

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

Sincerely,

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

  
Michael Caples

MDC:cmh  
Enclosure

I agree to the terms outlined above:

\_\_\_\_\_  
Ed Pinero, Mayor  
City of Picayune

Jackson 7502419v1

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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 THE MEMA STATE-LOCAL DISASTER ASSISTANCE AGREEMENT,  
APPOINTING AMBER HINTON AS THE APPLICANT AGENT**

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve MEMA State-Local Disaster Assistance Agreement, appointing Amber Hinton as the Applicant Agent.

STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY  
STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA-1794-DR-MS  
APPLICANT ID NO: 109-57160-00  
APPLICANT NAME: CITY OF PICAYUNE

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency and the undersigned State Agency and political subdivision of the State, private nonprofit organizations or authorized tribal organizations. This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referred disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNP's who are responsible for the entire 25% non-federal share.
5. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
6. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB circulars A-87, A-102, A-110, A-122, A-128, and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
7. The Applicant shall provide Quarterly Reports to the State which indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
8. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
9. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
10. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
11. The Applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.

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12. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statues and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for another approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44CFR Part 206.
25. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity to the State.

Signed for the Applicant (Certifying Representative):

<i>AMBER HINTON</i>		<i>2/7/12</i>
NAME	SIGNATURE	DATE

Signed for the State (Governor's Authorized Representative):

Thomas M. "Mike" Womack		
NAME	SIGNATURE	DATE

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DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: MAYOR & COUNCIL OF: CITY OF PICAYUNE  
Governing Body City, County, Other Entity

THAT AMBER HINTON, CITY CLERK  
Name of Designated Agent Official Position

ADDRESS: 815 N. BEECH ST., TELEPHONE (W) 799-5543 (H) 590-1251  
PICAYUNE, MS 39466

is hereby authorized to execute for and in behalf of CITY OF PICAYUNE  
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF FEBRUARY 2012.

_____	_____
Name and Title	Name and Title
_____	_____
Name and Title	Name and Title
_____	_____
Name and Title	Name and Title

CERTIFICATION

I, TERI FEELEY, duly appointed CHIEF DEPUTY CITY CLERK  
Title  
of, CITY OF PICAYUNE, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the MAYOR & COUNCIL  
Governing Body  
of CITY OF PICAYUNE on the 7<sup>th</sup> day of FEBRUARY, 2012.

\_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE

MEMA PA-1 (REV 5/95)

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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 INTER-LOCAL AGREEMENT RELATING TO THE COLLECTION OF SCHOOL TAXES BETWEEN HANCOCK COUNTY AND THE CITY OF PICAYUNE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Inter-local Agreement relating to the Collection of School Taxes Between Hancock County and the City of Picayune and make said disbursements payable to the Picayune School District.

INTERLOCAL AGREEMENT RELATING TO  
THE COLLECTION OF TAXES

WHEREAS, the City of Picayune, Mississippi, under the authority of Chapter 33, Title 21, Mississippi Code of 1972, as amended, and the County of Hancock, under the authority of Chapters 1 and 29-53, title 27, Mississippi Code of 1972, as amended, presently maintain separate offices for the purpose of ad valorem tax collection; and

WHEREAS, it is the desire of both these local governmental units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, as amended, to serve the best interest of their tax payers through consolidation of services and reduction of costs where possible:

NOW THEREFORE, IT IS AGREED, by and between the City of Picayune, ("City") and County of Hancock ("County") as follows:

1. The duly elected Tax Collector of Hancock County shall assume the responsibility for the collection of all Municipal Separate School District taxes on real, personal and public utility properties, including motor vehicles.
2. This agreement will supersede and replace any previous agreements between the City and the County relating to the collection of taxes and the terms thereof.
3. The City agrees to allow the County to retain 2% of the gross collections under this agreement as a commission to the County, for any and all services, supplies, equipment, space and other effort necessary to carry out the terms of this agreement. The County agrees to maintain budget support to the County Tax Collector equal to the sum of FY 2011-12 Budget for the Tax Collector and the proceeds generated by this agreement, and to provide for reasonable changes in the budget commensurate with increases or decreases in the County's true value of real, personal, and public utility properties in the County, proper allowances being made for any changes in the County's overall financial capability.
4. Ad valorem taxes on real, personal, and public utility property shall be collected as soon

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as reasonably practical after October 1<sup>st</sup> of each year to insure that operating funds are available prior to the tax delinquency date of February 1<sup>st</sup> of the subsequent year.

5. All sums collected shall be delivered to the City on or before the 20<sup>th</sup> of the month following that in which said funds are collected.

6. The County Tax Collector shall collect all homestead exception charge backs and all damages and interest authorized by law on City and Municipal Separate School District Taxes, which shall be distributed within the same time limitations and in the same manner as described in the previous section.

7. The County Tax Collector will conduct land tax sales for the City at the same time, in a lawfully designated place, as land tax sales for the County are now held and the City will receive all interest, damages, and other fees from such sales that the City may be entitled to in accordance with the law. The City will be furnished with a list of all land sold for taxes on its behalf or struck off to the City, within 20 days after said sale. The City will continue to be responsible for receiving and receipting for tax redemption payments, notifying owners of the time and expiration of redemption, and issuing tax deeds.

8. On or before August 1<sup>st</sup> of each year, the County will furnish the City with actual values and anticipated tax collection revenues on all real and personal property within the City and Municipal Separate School District.

9. The County Tax Collector will make refunds of all taxes erroneously collected by his office and will make proper adjustments to the daily and monthly distribution reports accordingly. The City agrees to allow the County Tax Collector credit for the list of delinquent

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or insolvent taxpayers properly presented to it in the same manner as prescribed by Chapter 49, Title 27, Mississippi Code of 1972.

10. The County will furnish the City with a supplemental homestead exemption roll containing homestead tax loss values on both regular and senior homestead properties for the City and Municipal Separate School District so that homestead reimbursement can be applied for with the State. The County will supply this information on or before December 15<sup>th</sup> of each calendar year.

11. The County shall pay unto the Tax Assessor - Collector the sum of four thousand dollars (\$4,000.00) for collection of taxes set out in this agreement for his/her services rendered in collecting and disbursing said taxes and he/she shall be liable for said collection and distribution.

12. Any real and personal property acquired under the auspices of this agreement shall be distributed to the party assuming the costs of such acquisition upon termination of this agreement.

13. The City shall have the right to audit the County Tax Collector's records at any time as they may relate to this contract in any way.

14. The County shall provide all tax collection services on a fair and equitable basis regardless of whether the taxes are being collected under the terms of this agreement or under the customary tax collection services of the County.

15. This contract will be in effect for the initial term of four (4) years commencing January 1, 2012, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. It is understood between the parties hereto that neither entity can bind

its successors in office and that this agreement can be canceled should the successors in office elect to do so.

16. Amendment of this contract shall take place only by mutual written consent of the parties.

17. This agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972, as amended.

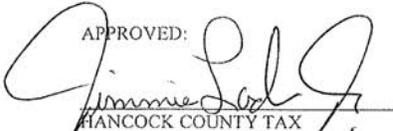
THIS AGREEMENT is entered into by the governing authorities of the City and the County, on this the \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF PICAYUNE, MISSISSIPPI

BY: \_\_\_\_\_  
MAYOR

HANCOCK COUNTY, MISSISSIPPI

BY: \_\_\_\_\_  
PRESIDENT OF THE HANCOCK  
COUNTY BOARD OF SUPERVISORS

APPROVED:  
  
Jimmie L. Gouguet  
HANCOCK COUNTY TAX  
COLLECTOR - ASSESSOR

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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 INTER-LOCAL AGREEMENT RELATING TO THE COLLECTION OF DELINQUENT SCHOOL TAXES BETWEEN HANCOCK COUNTY AND THE CITY OF PICAYUNE**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve Inter-local Agreement relating to the Collection of Delinquent School Taxes Between Hancock County and the City of Picayune and make said disbursements payable to the Picayune School District.

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Jan. 30. 2012 2:25PM hancock county

No. 3779 P. 1

STATE OF MISSISSIPPI

COUNTY OF HANCOCK

**INTERLOCAL AGREEMENT RELATING TO THE COLLECTION OF DELINQUENT TAXES BETWEEN HANCOCK COUNTY, MISSISSIPPI, AND THE CITY OF PICAYUNE**

WHEREAS, in the desire of both these local governmental units, under the authority of Chapter 13, Title 17, Mississippi Code of 1972, Annotated, as amended, to serve the best interest of their taxpayers through consolidation of services and reduction of costs where possible;

NOW, THEREFORE, IT IS AGREED by and between the city of Picayune and the County of Hancock (County) as follows:

1. The Hancock County Chancery Clerk will be responsible for receiving and receipting tax redemption payments, notifying owners of the time for expiration of redemption and issuing deeds for such tax sales of Hancock County land situated in the Picayune School District. The Chancery Clerk shall be paid \$10.00 per parcel for the cost of researching land records for notifying owners and lienors of maturity dates.
2. The Chancery Clerk shall provide tax redemption services to the City on all property within the City School District for additional compensation as may be agreed between the Chancery Clerk and the Mayor and Councilmen.
3. This contract will be in effect for an initial term of two (2) years commencing January 1, 2012, and thereafter shall be automatically renewed on an annual basis unless terminated by one of the parties hereto. Such termination shall be in the form of a written notice to the other party not less than nine (9) months in advance of the date of termination. However, the contract must be approved and spread on the minutes by the newly elected Board of Supervisors in 2012, when the newly elected Board of Supervisors' term begins. Likewise, this contract must be approved by the newly elected City Council and spread on the City's minutes when the newly elected city council term begins.
4. Amendment to this contract shall take place only by mutual written consent of the parties pursuant to section 17-13-9(e), Mississippi Code Annotated, as amended, and with Resolutions passed by each governing entity.
5. This Agreement shall be in force and in effect from and after its approval by the Attorney General pursuant to Section 17-13-11, Mississippi Code of 1972, as amended.
6. There will be no separate or legal or administrative entity created hereby, but the purposes of this Agreement shall be that the governing authorities of the respective governmental entities shall cooperate together within and under the terms of this Agreement to achieve maximum efficiency for

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Jan. 30. 2012 2:26PM hancock county

No. 3779 P. 2

governmental services at minimum cost to the Hancock County taxpayers for the City of Picayune for school taxes.

7. The City and County recognize that the services provided herein to be rendered and engaged in jointly between the City and County require the approval and cooperation of Hancock County Chancery Clerk and that they have been fully advised and have cooperated in the formulation of this Agreement and join herein as signature parties.

THIS AGREEMENT is entered into by the governing authorities of the City and the County as the same appears of record in their respective minutes.

CITY OF PICAYUNE, MISSISSIPPI

BY: \_\_\_\_\_

MAYOR

HANCOCK COUNTY, MISSISSIPPI

BY \_\_\_\_\_

PRESIDENT HANCOCK COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
HANCOCK COUNTY CHANCERY CLERK

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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

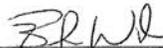
**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CHANGE ORDER #2 FOR THE KATRINA CDBG PROJECT (INDUSTRIAL PARK RAIL SPUR)**

Motion was made by Council Member Watkins, seconded by Council Member Bumpers to approve Change Order #2 for the Katrina CDBG Project #R-103-297-01-KED(Industrial Park Rail Spur).

CONTRACT CHANGE ORDER			
OWNER: <u>City of Picavune</u>			
CONTRACTOR: <u>Prewett Enterprises - dba B &amp; P Enterprises</u>			
CHANGE ORDER NUMBER: <u>2</u>		CONTRACT NUMBER: _____	
PROJECT NAME: <u>Industrial Park Railroad Spur—Katrina CDBG Project # R-103-297-01-KED</u>			
REASON FOR CHANGE: <u>Reduction in Track Feet constructed and Hay Bales used; Time extension of 47 days</u>			
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS. (USE ADDITIONAL SHEETS IF REQUIRED)			
ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
*15	15 LF Reduction in Track Feet	\$95.00/LF	(\$1425.00)
*22	Reduction of 30 Hay Bales	\$10.00/EA	(\$300.00)
*18	Pavement Markings	\$3250.00/LS	(\$3250.00)
<b>TOTAL CONTRACT CHANGE</b>			<b>(\$4,975.00)</b>
ORIGINAL CONTRACT AMOUNT:		\$ 165,035.00	
CURRENT CONTRACT AMOUNT:		\$ 215,035.00	
THIS CONTRACT CHANGE:		(\$4,975.00)	
REVISED CONTRACT AMOUNT:		\$ 210,060.00	
CURRENT CONTRACT COMPLETION DATE:		September 25, 2011	
TIME EXTENSION REQUIRED BY CHANGE:		47 Days	
REVISED CONTRACT COMPLETION DATE:		November 11, 2011	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.			

RECOMMENDED BY:  1-24-12  
 ENGINEER DATE  
 ACCEPTED BY:  12-12-11  
 CONTRACTOR DATE  
 REVIEWED BY: \_\_\_\_\_ DATE  
 ADMINISTRATOR  
 APPROVED BY: \_\_\_\_\_ DATE  
 OWNER

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 BUTLER SNOW TO PREPARE CONTINUING DISCLOSURES IN CONNECTION WITH THE ISSUANCE OF BONDS**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Butler Snow to prepare the Continuing Disclosures in connection with the issuance of bonds.

BUTLER | SNOW

January 17, 2012

VIA E-MAIL AT PICCITYCLERK@BELLSOUTH.NET

Mayor Ed Pinero  
Ms. Amber H. Hinton, City Clerk  
City of Picayune  
815 North Beech St.  
Picayune, Mississippi 39466

Re: Continuing Disclosure Agreements

Dear Mayor Pinero and Ms. Hinton:

We served as Bond Counsel in connection with various bond issues of the City. This past fiscal year, the City retained our firm to prepare and submit the City's Continuing Disclosure Information Statement in connection with the Bonds. It is once again time to prepare the current year's annual disclosure.

As you may recall, pursuant to each Continuing Disclosure Agreement executed in connection with the issuance of the Bonds, the City is required to provide on an annual basis certain financial information and operating data to several nationally recognized municipal securities information repositories. This continuing disclosure requirement is set forth in Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") and requires such updated data be filed with the repositories no later than 180 days after the end of each fiscal year. **This year's filing is due on or before March 15, 2012.** Failure to file timely and to comply with the Rule could result in an Enforcement Action by the Securities and Exchange Commission ("SEC") where the SEC may attempt to require performance and may allege penalties are owed. Additionally, the City's failure to disclose timely may adversely impact bondholders of the Bonds and could adversely affect the sale of future bonds issued by the City.

If you would like for our firm to again prepare the Continuing Disclosure Information Statement, we will charge legal fees in an amount not to exceed \$1,500.00 (which includes expenses) to compile the necessary information, with the assistance of the City, and submit the same to the repositories.

If our firm is retained to handle this matter, we will also render an opinion to the effect that you have complied with the SEC continuing disclosure requirement.

Post Office Box 6010  
Ridgeland, MS 39158-6010

ELIZABETH LAMBERT GARNER  
601.985.4406  
elizabeth.garner@butlersnow.com

Suite 1400  
1020 Highland Colony Parkway  
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com  
BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

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REGULAR MEETING FEBRUARY 7, 2012

If you would like for us to handle this matter for you, please have this proposal and the form of the Continuing Disclosure Statement, attached hereto as **Exhibit A**, approved and return a signed copy of this letter and the Continuing Disclosure Statement to us at your earliest convenience. Alternatively, if you do not wish for us to handle this matter for you, please sign the portion of this letter indicating same, and return it to us. If you have any questions or wish to discuss this matter further, please do not hesitate to contact me.

Very truly yours,

BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC

*Elizabeth L. Garner*  
Elizabeth Lambert Garner

APPROVED BY:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

We do not wish to retain Butler, Snow, O'Mara, Stevens & Cannada, PLLC, to prepare and submit the Continuing Disclosure Information Statement for the City of Picayune.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Nathan S. Farmer, Esquire (via e-mail at [nathansfarmer@bellsouth.net](mailto:nathansfarmer@bellsouth.net))

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CONTINUING DISCLOSURE INFORMATION STATEMENT  
BY THE CITY OF PICAYUNE, MISSISSIPPI  
AND  
THE MISSISSIPPI DEVELOPMENT BANK

Dated as of January 1, 2012

Pursuant to the Continuing Disclosure Agreement ("Disclosure Agreement") executed by the City of Picayune, Mississippi (the "City") and the Mississippi Development Bank (the "Bank"), in connection with the following bond issue:

1. \$3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2004 (Picayune, Mississippi Public Improvement Project) (CUSIP Number 60534P XH1);
2. \$7,700,000 City of Picayune, Mississippi, General Obligation Street Bonds, Series 2010 (CUSIP Number 719525 BA4) (collectively, the "Bonds")

the City and the Bank hereby provides the information described in such Disclosure Agreement.

**Section 1. Definitions.** In addition to the terms defined above, the following capitalized terms shall have the meanings ascribed thereto:

"Accompanying Information" means any identifying information or other information then required to accompany the applicable filing pursuant to the Rule.

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in the Continuing Disclosure Agreement.

"EMMA" means MSRB's Electronic Municipal Market Access system on the MSRB Website.

"Listed Events" shall mean any events listed in the Continuing Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board established under the 1933 Securities Act, as amended, or any successor thereto.

"MSRB Website" shall mean [www.emma.msrb.org](http://www.emma.msrb.org).

"National Repository" means (a) MSRB's EMMA, and (b) in the future, any successor repository or repositories prescribed by the SEC for the purpose of serving as repository under the Rule.

"Repository" shall mean each National Repository and each State Repository.

"Required Electronic Format" means the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

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"State" shall mean the State of Mississippi.

"State Repository" shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Continuing Disclosure Agreement, there is no State Repository.

**Section 2. Annual Reports.**

A. The County hereby provides, to each Repository all annual financial information and operation data regarding the County, together with any Accompanying Information, commencing with information and data for the fiscal year ending September 30, 2010, as follows:

(i) Updated financial information and operating data of the type contained in the applicable Official Statements under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION," and "DEBT INFORMATION"; attached hereto as **APPENDIX A**;

(ii) Updated financial statements<sup>1</sup>, which include information on the City's general fund, capital project funds and special revenue funds, prepared in accordance with state law which utilizes the generally accepted accounting principles, as promulgated by the Governmental Accounting Standards Board from time to time, contained in the applicable Official Statements; attached hereto as **APPENDIX B**;

(iii) Updated budgeted or estimated revenues and expenditures of the City's general fund; attached hereto as **APPENDIX C**.

The City certifies that none of the following events have occurred:

- (a) principal and interest payment delinquencies on the Certificates
- (b) non-payment related defaults on the Certificates
- (c) unscheduled draws on the Reserve Fund (as defined in the Official Statement) reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions or events affecting the tax-exempt status of the Certificates;
- (g) amendment of or modifications to the rights of the Certificate holders;
- (h) optional, mandatory or special redemptions of Certificates;
- (i) defeasance of the Certificates;

<sup>1</sup> If audited financial statements are not available as of the date of this disclosure, the City will provide unaudited financial statements with this submission and audited financial statements when the audit report becomes available.

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- (j) release, substitution, or sale of property securing repayment of the Certificates; or
- (k) rating changes on the Certificates.

B. The Bank hereby provides, to each NRMSIR and EMMA, a brief narrative discussion of the results of operations and financial condition of the Bank, and information relating to the following sections contained in the applicable Official Statements, under the headings "THE MISSISSIPPI DEVELOPMENT BANK", attached hereto as **EXHIBIT D**.

The Bank certifies that none of the following events have occurred:

- (a) principal and interest payment delinquencies on the Certificates
- (b) non-payment related defaults on the Certificates
- (c) unscheduled draws on the Reserve Fund (as defined in the Official Statement) reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions or events affecting the tax-exempt status of the Certificates;
- (g) amendment of or modifications to the rights of the Certificate holders;
- (h) optional, mandatory or special redemptions of Certificates;
- (i) defeasance of the Certificates;
- (j) release, substitution, or sale of property securing repayment of the Certificates; or
- (k) rating changes on the Certificates.

**Section 3. Certification.**

We, the undersigned officers of the City and the Bank, hereby certify as follows:

That the information, representations and warranties of the City and the Bank contained herein are true and correct in all material respects on and as of the date of this Continuing Disclosure Information Statement. Further, this Continuing Disclosure Information Statement does not contain any untrue statements of material fact or omit to state any material fact necessary in order to make the statements made herein in light of the circumstances under which they were made, not misleading.

(Remainder of page left blank intentionally.)

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REGULAR MEETING FEBRUARY 7, 2012

IN WITNESS WHEREOF, the City has caused this Continuing Disclosure Information Statement to be executed in its name by its undersigned officer, duly authorized, all as of the date first above written.

CITY OF PICAYUNE, MISSISSIPPI

By: \_\_\_\_\_  
MAYOR

(SEAL)

ATTESTED:

By: \_\_\_\_\_  
CITY CLERK

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IN WITNESS WHEREOF, the Bank has caused this Continuing Disclosure Information Statement to be executed in its name by its undersigned officer, duly authorized, all as of the date first above written.

MISSISSIPPI DEVELOPMENT BANK

By: \_\_\_\_\_  
Executive Director

(SEAL)

ATTESTED:

By: \_\_\_\_\_  
Secretary

Signature page for the Continuing Disclosure Information Statement by the City of Picayune, Mississippi and the Mississippi Development Bank.

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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 CDBG REQUISITION NUMBER 6 ON 2010 WATER DISTRIBUTION IMPROVEMENTS**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve CDBG Requisition Number 6 on Project # 1125-08-297-PF-01 (2010 Water Distribution Improvements) and pay accompanying invoices.

CITY OF PICAYUNE  
CDBG REQUISITION FORM

REQUISITION NUMBER: 6 CDBG PROJECT NO. 1125-08-297-PF-01

DATE: FEBRUARY 7, 2012 CDBG BANK ACCT. \_\_\_\_\_

Sample, Hicks & Associates, Inc.	\$12,000.00 (CDBG)
Dungan Engineering, P.A.	\$10,500.00 (CDBG - \$6,405.00 CAP - \$4,095.00)
Hensley R. Lee Contracting, Inc.	\$392,482.53 (CDBG - \$189,086.27 CAP - \$203,396.26)

APPROVED:

BY \_\_\_\_\_  
MAYOR

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01/31/2012 TUE 12:41 PM 60193292237 Sample, Hicks & Associates

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 CDBG REQUISITION NUMBER 15 ON AVON PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve CDBG Requisition Number 15 on Project # R-103-297-01-KED (Avon) and pay accompanying invoices.

**CITY OF PICAYUNE KATRINA ED  
CDBG REQUISITION FORM**  
(Avon Engineers/Fab. Inc.)

REQUISITION NUMBER: 15 CDBG PROJECT NO. R-103-297-01-KED

DATE: FEBRUARY 7, 2012 CDBG BANK ACCT. \_\_\_\_\_

SAMPLE, HICKS & ASSOCIATES, INC.	\$ 8,500.00 (CITY)
PREWETT ENTERPRISES, INC./DBA B&P ENTERPRISES	\$88,256.48 (CDBG)

APPROVED: \_\_\_\_\_

BY \_\_\_\_\_  
MAYOR

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.

**APPROVE BUDGET AMENDMENT #2 FOR THE GENERAL FUND**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve budget amendment #2 for the General Fund.



**GENERAL FUND  
FY 2012 BUDGET**

	<u>ADOPTED</u> FY 2012 <u>GENERAL FUND</u>	<u>BUDGET</u> AMEND #1 <u>GENERAL FUND</u>
<b><u>RECEIPTS:</u></b>		
LICENSE & PERMITS	\$ 695,575	695,575
INTERGOVERNMENTAL REVENUES	4,534,486	4,534,486
CHARGES FOR SERVICES	42,500	42,500
FINES & FORFEITS	371,300	371,300
MISCELLANEOUS	6,500	6,500
TRANSFERS	0	0
INTEREST EARNINGS	20,000	20,000
PROCEEDS FROM LOANS	0	0
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	<u>5,670,361</u>	<u>5,670,361</u>
AMOUNT TO BE RAISED BY AD VALOREM TAX	<u>2,097,908</u>	<u>2,097,908</u>
<b>TOTAL REVENUES</b>	<b>7,768,269</b>	<b>7,768,269</b>
BEGINNING CASH	<u>1,471,473</u>	<u>1,471,473</u>
<b>TOTAL FROM ALL SOURCES</b>	<b>\$ <u>9,239,742</u></b>	<b><u>9,239,742</u></b>

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REGULAR MEETING FEBRUARY 7, 2012

EXPENDITURES:

GENERAL GOVERNMENT

PERSONNEL	\$ 775,931	770,331	Reclass budget to Police Personnel
SUPPLIES	30,200	30,200	
OTHER SERVICES & CHARGES	443,806	443,806	
CAPITAL OUTLAY	0	0	
TOTALS	<u>1,249,937</u>	<u>1,244,337</u>	

PUBLIC SAFETY - POLICE

PERSONNEL	\$ 2,252,431	2,269,071	Personnel Changes
SUPPLIES	212,500	212,500	
OTHER SERVICES & CHARGES	238,750	227,710	Reclass budget to Police Personnel
CAPITAL OUTLAY	11,411	11,411	
TOTALS	<u>2,715,092</u>	<u>2,720,692</u>	

PUBLIC SAFETY - FIRE

PERSONNEL	\$ 1,981,703	1,981,703	
SUPPLIES	45,800	45,800	
OTHER SERVICES & CHARGES	57,000	57,000	
CAPITAL OUTLAY	0	0	
TOTALS	<u>2,084,503</u>	<u>2,084,503</u>	

PUBLIC WORKS

PERSONNEL	\$ 837,826	837,826	
SUPPLIES	196,219	196,219	
OTHER SERVICES & CHARGES	339,250	339,250	
CAPITAL OUTLAY	0	0	
TOTALS	<u>1,373,295</u>	<u>1,373,295</u>	

COST OF LIVING RAISES	\$ 0	0	
AID TO OTHER GOVERNMENTS	24,880	24,880	
TRANSFERS TO OTHER FUNDS	320,547	320,547	
OTHER	0	0	

TOTAL EXPENDITURES 7,768,254 7,768,254

ENDING CASH BALANCE 1,471,488 1,471,488

TOTAL EXPENDITURES & ENDING CASH BALANCE \$ 9,239,742 9,239,742

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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 THE REVISED FUNDING ORDER IN WHICH TO PAY THE COSTS ASSOCIATED WITH THE CITY HALL RENOVATION/EXPANSION**

Motion was made by Council Member Breland, seconded by Council Member Lane to accept the revised funding order in which to pay the costs associated with the City Hall Renovation/Expansion. Funding order is as follows:

City Hall Renovation/Expansion Project

Estimated Cost Analysis:	City Hall Improvements	\$ 97,812.00
	New Construction Cost	\$ 1,594,416.00
	Site Work Cost	\$ 126,504.00
		<hr/>
	Total Construction	\$ 1,818,732.00
	A & E Fees	\$ 154,842.00
	Contingency Cost	\$ 25,331.00
		<hr/>
	Total Project Cost	\$ 1,998,905.00
	(As provided by Landry & Lewis)	

Construction Bid - \$1,869,100 - Mac's Construction Company, Inc.

Total Budget for Project :  
(Recommended Order)

GO 2004	\$74,228.81
Insurance	\$1,042,404.15
UDAG	\$207,236.87
Utility Fund	\$300,000.00
Sale of Bldg	\$216,155.00
Capital Projects	\$243,783.00
	<hr/>
	\$2,083,808

Expenses to Date:

Architect	\$ 125,142.22
Engineering	\$ 3,517.50
Construction	\$ -
	<hr/>
	\$ 128,659.72

Project Budget Remaining **\$1,955,148**

Est. Construction	\$1,869,100
Est. A & E	\$26,182
	<hr/>

Estimated \$'s After Project Completion **\$59,866**

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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.

AT THIS TIME COUNCIL MEMBER BRELAND EXPRESSED HIS THOUGHTS AND COMMENTS CONCERNING USE OF THE REMAINING UDAG FUNDS TO BE DIVIDED AMONGST THE COUNCIL FOR USE IN THEIR DISTRICTS. BRELAND ALSO REQUESTED THAT IF FUTURE FUNDS BECOME AVAILABLE, SAID FUTURE FUNDS WOULD BE USED IN LIEU OF UDAG FUNDS FOR THE CITY HALL RENOVATION/EXPANSION PROJECT. NO COUNCIL ACTION WAS TAKEN ON HIS COMMENTS

**AUTHORIZE DUNGAN ENGINEERING TO EVALUATE THE SIDEWALK NEEDS OF WESTSIDE SCHOOL AND ROSELAND PARK SCHOOL**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize Dungan Engineering to evaluate the sidewalk needs of Westside School and Roseland Park School and develop grant application if deemed appropriate.

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 AMEND AGENDA TO INCLUDE CONSIDERING REQUEST FOR DUNGAN ENGINEERING TO EVALUATE SIDEWALK NEEDS AT THE CENTER FOR ALTERNATIVE EDUCATION**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to amend the agenda to include considering request for Dungan Engineering to evaluate sidewalk needs at The Center for Alternative Education.

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 DUNGAN ENGINEERING TO EVALUATE THE SIDEWALK NEEDS OF THE CENTER OF ALTERNATIVE EDUCATION**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to authorize Dungan Engineering to evaluate the sidewalk needs of The Center of Alternative Education and develop grant application if deemed appropriate.

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 ADVERTISEMENT FOR BID TO SALE PARCELS OWNED BY THE CITY OF PICAYUNE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize advertisement for bid to sale the following parcels owned by the City of Picayune.

Jarrell St.-PPIN 24648  
Richard St. Lot 93-PPIN 55958  
Richard St. Lot 102-PPIN 24309  
Bennett St.-PPIN 20312  
South Curran Ave.-PPIN 26702

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 THE SURPLUS OF TWO FORFEITED DRUG SEIZURE VEHICLES**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the surplus of the two forfeited drug seizure vehicles and send them to auction. Proceeds will go to the Special Police Drug Fund.

**CITY OF PICAYUNE**

**POLICE DEPARTMENT  
AUTHORIZATION TO SURPLUS**

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): 2GCEC19V521374466

DESCRIPTION: 2002 CHEVY TRUCK

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS A DRUG SEIZURE FORFEITURE. VEHICLE WOULD BE BETTER UTILIZED SENT TO AUCTION TO SELL.

REQUEST:

APPROVED  DISAPPROVED

Mayor Ed Pinero  
SIGNATURE OF BUREAU COMMANDER 10/12/2011  
DATE OF REQUEST

APPROVED  DISAPPROVED

[Signature]  
SIGNATURE OF DEPARTMENT CHIEF 02-01-12  
DATE OF REQUEST  
IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED

RECEIVED BY DEPARTMENT: \_\_\_\_\_  
SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED  DISAPPROVED

[Signature] 02/01/12  
SIGNATURE OF CITY MANAGER DATE OF SIGNATURE

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CITY OF PICAYUNE

POLICE DEPARTMENT  
AUTHORIZATION TO SURPLUS

COMPLETE IN DUPLICATE

PROPERTY IDENTIFICATION NUMBER (SERIAL #): JNICA31D31T604934

DESCRIPTION: 2001 NISSAN MAXIMA

RESPONSIBLE PARTY: POLICE DEPARTMENT

CURRENT LOCATION OF PROPERTY. POLICE DEPARTMENT

LOCATION AFTER SURPLUS AUTHORIZATION: TURNING POINT AUCTION

RECOMMENDED DISPOSITION OF PROPERTY:

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

REASON FOR SURPLUS OF PROPERTY: THIS VEHICLE IS A DRUG SEIZURE FORFEITURE. VEHICLE WOULD BE BETTER UTILIZED SENT TO AUCTION TO SELL.

REQUEST:

APPROVED  DISAPPROVED

Mayor Ed Pinero 02/01/12  
SIGNATURE OF BUREAU COMMANDER DATE OF REQUEST

APPROVED  DISAPPROVED

[Signature] 02-01-12  
SIGNATURE OF DEPARTMENT CHIEF DATE OF REQUEST  
IF TRANSFERRED TO ANOTHER CITY DEPARTMENT, ENTER DATE TRANSFERRED

RECEIVED BY DEPARTMENT:

SIGNATURE OF DEPARTMENT SUPERVISOR

APPROVED  DISAPPROVED

[Signature] 02/01/12 *kd*  
SIGNATURE OF CITY MANAGER DATE OF SIGNATURE

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 THE SURPLUS FOR AUCTION PROPERTY**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve the surplus for auction property described on the list as follows. Proceeds will go to the Special Police Drug Fund.



Major Richard Frierson,  
Director of Finance/ Logistics

**PICAYUNE POLICE DEPT.**

328 South Main St. Picayune, Ms 39466

Phone: (601) 798-7411

FAX: (601) 798-7412

CELL: (601) 273-1660

FEBRUARY 2, 2012

BELOW IS A LIST OF ITEMS THAT ARE EITHER UNREPAIRABLE OR UNUSABLE AND ARE BEING REQUESTED TO BE SENT TO SURPLUS WITH PROCEEDS GOING TO THE SPECIAL POLICE DRUG FUND.

- 01). FOUR CAGES FOR OLDER MODEL CROWN VICTORIAS
- 02). FOUR LIGHT BARS FOR OLDER MODEL CROWN VICTORIAS
- 03). HP COMPUTER TOWER SERIAL #REM0139494, CITY ID#09196
- 04). TOSHIBA LAPTOP SERIAL #64389884K, CITY ID#09339
- 05). JVC COMPACT VHS CAMCORDER
- 06). THREE PANASONIC VOICE RECORDERS CITY #S, 09380, 09384, 09427
- 07). TWO SONY DIGITAL CAMERAS CITY ID#S, 1147, 11502
- 08). SONY HANDICAM CITY ID#09425
- 09). SAMSUNG DIGITAL CAMERA SERIAL #171006153
- 10). PARTIAL TOWER COMPUTER, UNKNOWN BRAND
- 11). COMPUTER MONITOR MODEL JC15A
- 12). BROTHER FAX MACHINE, SERIAL #U56580A23934943, CITY ID#09017
- 13). OLD KEY SAFE
- 14). 15" KDS MONITOR
- 15). THREE OLD SCANNERS; HP SCANJET 4400C, CITY ID#09031, SERIAL #CN24HADO6G; HP SCANJET 3970 SERIAL #Q3190A; HP SCANJET 2200C CITY ID#04348 SERIAL #C8500A
- 16). 19" VIEWSONIC MONITOR
- 17). DELL TOWER COMPUTER SERIAL #9062021
- 18). MOTORBIKE SEAT
- 19). IBM TYPEWRITER
- 20). CRT MONITOR CITY ID#11535
- 21). FIVE OLD EQUIPMENT CENTER CONSOLES FOR OLD CROWN VICTORIAS
- 22). FIRE SAFE WITH NO KEY
- 23). KEY CABINET
- 24). DALE 8MM TAPE READER
- 25). INFOCUS PROJECTOR CITY ID#04334
- 26). SYSTEMAX TOWER COMPUTER, SERIAL #1052704546, CITY ID#11538
- 27). DELL TOWER COMPUTER, SERIAL #HKBRBB1, CITY ID#11742
- 28). REALISTIC TAPE PLAYER CITY ID#02652
- 29). SYSTEMAX TIGER TOWER COMPUTER, SERIAL #104537152, CITY ID#09003
- 30). GATEWAY TOWER COMPUTER SERIAL #0016072752
- 31). MICROTUX FLATBED SCANNER SERIAL #WIB110586, CITY ID#09005
- 32). TOSHIBA LAPTOP COMPUTER SERIAL #25272326K, CITY ID#11596
- 33). TOSHIBA LAPTOP COMPUTER SERIAL #62136986P, CITY ID#309025
- 34). TOSHIBA LAPTOP COMPUTER SERIAL #621386815P, CITY ID#09024
- 35). TOSHIBA LAPTOP COMPUTER SERIAL #19357531A
- 36). TOSHIBA LAPTOP COMPUTER SERIAL #Y0220594PU, CITY ID#04298
- 37). TOSHIBA LAPTOP COMPUTER SERIAL #34020280H, CITY ID#09267
- 38). JVC SUPER VHS CAMCORDER SERIAL #169K0210
- 39). SUBWOOFER SPEAKER & BOX
- 40). PLASTIC TOTE WITH MISC. WIRES & POWER ADAPTERS

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Major Richard Frierson,  
Director of Finance/ Logistics

**PICAYUNE POLICE DEPT.**

328 South Main St. Picayune, Ms 39466  
Phone: (601) 798-7411  
FAX: (601) 798-7412  
CELL: (601) 273-1660

- 41). GAMMA CASE W/MISC. POWER ADAPTERS
- 42). EMPTY BLACK JVC CASE
- 43). TTI CITATION 20 KALE CAMERA, SERIAL #0344 CITY ID#09030
- 44). RADIO SHACK WIRELESS MICROPHONE RECIEVER SERIAL #32-1233
- 45). SONY VIDEO CAMERA RECORDER VIDEO 8 SERIAL #290684 CITY ID#04266
- 46). 14-SONY HI-8 CASSETTE TAPES
- 47). VIDEO LINE AMPLIFIER MODEL #HLA819MD SERIAL #7080203
- 48). ARCHER AUDI/VIDEO WIRELESS DISTRIBUTION SYSTEM SERIAL #5654489
- 49). HP CP 1700 COLOR INJET PRINTER SERIAL #SG19Q21070 CITY ID#09001
- 50). CANON IP 1800 PRINTER SERIAL #K102991
- 51). HP PHOTOSMART 7150 PRINTER, SERIAL #MY29D430FV CITY ID#09115
- 52). HP PSC1315V ALL-IN-ONE PRINTER SERIAL#CN48NB31N9, CITY ID#09404
- 53). BROTHER ALL-IN-ONE PRINTER SERIAL #V61091M4F618054
- 54). DELL TOWER DESKTOP COMPUTER SERIAL #DT59MB1 , CITY ID#11740
- 55). HP PHOTOSMART 7660 PRINTER SERIAL #M34U11183, CITY ID#11503
- 56). HP LASERJET 2200D PRINTER SERIAL #CNRC42334, CITY ID#09002
- 57). HP DESKJET 697C PRINTER SERIAL #MX92J1106Z, CITY ID#04201
- 58). E-MACHINES MONITOR SERIAL #MSS344K007666, CITY ID#11440
- 59). HP DESKJET 842C PRINTER, SERIAL #CN0301R2GY, CITY ID#04275
- 60). HP DESKJET 3740 PRINTER SERIAL #TH34141YC
- 61). SANYO TIME LAPSE VIDEO PLAYER SERIAL #56510065-G2, CITY ID#11483
- 62). SONY DUAL CASSETTE PLAYER, SERIAL #24974
- 63). WESTELL MODEM SERIAL #04B405274080
- 64). HP 1350V ALL-IN-ONE PRINTER, SERIAL.# MY399BD35V
- 65). SANYO 4HEAD VCR SERIAL #VWM-380, CITY ID#11485
- 66). SANYO VCR SERIAL #VWM-290
- 67). KINYO VCR REWINDER SERIAL #944726
- 68). SONY VP880 VIDEO GRAPHIC PRINTER SERIAL #10959, CITY ID#04150

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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.

**ACCEPT DONATION OF DOUBLEWIDE TRAILER FROM THE CITY OF PASS CHRISTIAN**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept donation of 24ftX56ft doublewide trailer from the City of Pass Christian.

**CITY OF PASS CHRISTIAN, MISSISSIPPI  
MINUTE BOOK 71**

REGULAR MEETING

DECEMBER 20, 2011

**BE IT REMEMBERED** that the Mayor and Board of Aldermen of the City of Pass Christian, Mississippi met on the above date at the Municipal Court Bldg., 105 Hiern Avenue, Pass Christian, Mississippi, at 6:00 p.m., same being the time and place for said meeting.

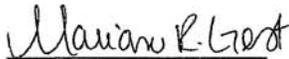
**PRESENT:** Mayor Chipper McDermott; Alderman Huey Bang, Alderwoman Brooks, Alderman Hall, Alderman Joseph Piernas, Sr., Alderman Robin Rafferty; Malcolm Jones(arrived late), City Attorney; Chief Dubuisson; Marian Gest, City Clerk

**There being a quorum present to transact the business of the City, the following proceedings were had and done.**

Upon motion of Alderwoman Brooks, seconded by Alderman Hall, the Board approved unanimously, the donation of the Parks & Recreation trailer to the City of Picayune, which will have the unit moved at their expense.

I, Marian Gest, duly appointed City Clerk for the City of Pass Christian, do hereby certify that the attached is a true and correct copy of a motion passed and approved by the Mayor and Board of Aldermen of the City of Pass Christian at the Regular Meeting held on the 20th day of December, 2011.

This the 1st day, of February, 2012.

  
City Clerk



1

job

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 OUT OF STATE TRAVEL FOR OFFICER KERRY MCGILL TO GO TO LIFE SAVER'S CONFERENCE IN ORLANDO, FL**

Motion was made by Council Member Breland, seconded by Council Member Watkins to approve out of state travel for Officer Kerry McGill to go to Life Saver's Conference June 14-June16, 2012 in Orlando, Fl.

The following roll call was made:

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

**VOTING NAY:** None



**RECITALS:**

WHEREAS the City of Picayune ("City") is a Mississippi Municipality operating as a Political Subdivision of the State of Mississippi;

WHEREAS AHG Solutions, L.L.C., A Louisiana Limited Liability Company ("AHG") is a commercial business doing business in various States, but in particular in the Southeast region of the United States;

WHEREAS the City is the owner of certain real property located which is a part the industrial park that is operated by City that serves as an area in which industrial and commercial activities are encouraged by the City;

WHEREAS the City of Picayune is the owner of a certain tract of real property described in Exhibit "1" attached hereto;

WHEREAS AHG desires to enter into either a long term lease and/or agreement to purchase the subject real property for the development of same for commercial uses that shall provide jobs to the community and income to the City;

WHEREAS AHG desires and has requested to be given access to the subject property during the negotiations between the City and AHG in order to grant access to other real property owned by AHG or its affiliates;

WHEREAS the access granted over the real property of the City shall allow AHG to locate and construct a suitable roadway which shall give ingress and egress over the roadways located in the Picayune Industrial Park.

WHEREAS it is the intent of the Parties to memorialize their understanding as to their respective obligations between one another in writing;

NOW THEREFORE, upon the exchange of such valuable considerations between the Parties, the sufficiency of which is hereby acknowledged in all respects, it is agreed and contracted between the Parties as follows, to-wit:

1. The City does hereby grant a license unto AHG the right to have access on, over and across the City's real property described as Exhibit "1" attached hereto for a period of not more than six (6) months from and after the date this Memorandum is executed between the Parties.
2. That AHG shall have the right to locate and construct a roadway on, over and across the real property described in Exhibit "1"; and, shall have the right to access the roadways of the Picayune Industrial Park.
3. That AHG shall pay for the subject license described herein the monthly license rate of \$ \_\_\_\_\_, with the first monthly payment being made on the date this Memorandum is executed by AHG, with a monthly payment being paid thereafter on the 1<sup>st</sup> day of each month thereafter.
4. That in consideration of being allowed access to and from the City's real property described in Exhibit "1", the Parties agree that AHG shall hold harmless the City, inclusive of its employees, its agents, its contractors and/or its successors in interest; and the City shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by AHG or by any person whosoever may at any time be using or occupying or visiting the City's real property being used or controlled by AHG, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or any way result from or arise out of any act, omission, or negligence of the

City or AHG, or any occupant, visitor or user of any portion of the subject real property owned by the City which is used or controlled by AHG, or which shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind that the matters or things above set forth, and AHG shall indemnify the City against all claims, liability, loss, or damage, whatsoever on account of any such loss, injury, death or damage caused by or happening in connection with, AHG's use and occupancy of the real property licensed by the City to AH, by reason of any casualty, whether due to the AHG's negligence or otherwise.

5. AHG shall be solely responsible to secure and pay for any and all approval and/or permits from the applicable Federal, State and Local agencies regarding the location and construction of said access roadway that may fall within the jurisdiction of any Federal, State and/or Local agency regarding any environmental impact that may be or shall be caused by such activities of AHG. AHG shall be responsible to secure any studies, reports and/or surveys in connection with the procurement of any and all approval and/or permits from the applicable Federal, State and Local agencies regarding the location and construction of said access roadway that may fall within the jurisdiction of any Federal, State and/or Local agency. AHG will hold the City harmless and indemnify City from any loss or damage arising from the activities of AHG undertaken on the real property of the City; and that AHG shall be solely responsible for any and all costs and expenses incurred for remediation the event the same is required.
6. That AHG shall be solely responsible to procure and pay for any and all other approval and/or permits from any Federal, State and/or Local governmental agency that AHG is required to obtain prior to and/or after construction of said roadway has commenced.
7. The Parties have the authority to enter into this Memorandum of Understanding.
8. The Parties agree this Memorandum of Understanding is a summary of the material portions of their Agreement; and, the Parties agree to set forth in detail their Agreement in writing, if necessary.
9. The Parties agree this Memorandum of Understanding is binding upon the Parties and their successors in interest upon execution of same between the Parties.

In Witness whereof, the parties have executed this Memorandum of Understanding in duplicate originals, at Picayune, Pearl River County, Mississippi on the day and year first above written.

**City of Picayune,**

\_\_\_\_\_  
Ed Pinero, Mayor

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

**AHG Solutions, L.L.C., A  
Louisiana Limited Liability  
Company**

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Authorized Representative

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012, within my jurisdiction, the within named ED PINERO, and AMBER HINTON, who acknowledged to me that they are the Mayor and City Clerk, respectively, of The City of Picayune, A Mississippi Municipal Corporation, and that for and on behalf of said corporation, and as its act and deed, they signed, executed and delivered the foregoing Memorandum of Understanding on the day, in the year, and for the purposes therein contained after first having been duly authorized by said municipality to do so.

GIVEN under my hand and official seal of office, upon this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged to me that he/she is the duly authorized Representative, of AHG Solutions, L.L.C., A Louisiana Limited Liability Company, and that for and on behalf of said Limited Liability Company, and as its act and deed, they signed, executed and delivered the foregoing Memorandum of Understanding on the day, in the year, and for the purposes therein contained after first having been duly authorized by said business trust to do so.

GIVEN under my hand and official seal of office, upon this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

**EXHIBIT "1"**

**PROPERTY DESCRIPTION – CITY OF PICAYUNE – INDUSTRIAL PARK**

Commence at the Northeast corner of the Picayune Industrial Park, said point reported to be located South a distance of 2454.39 feet and West a distance of 1196.42 from the Northeast corner of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence, from said Northeast corner of Picayune Industrial Park, South 12°53'43" West along the West margin of the New Orleans and Northeastern Railroad for a distance of 2043.26 feet to the Point of Beginning; thence continue South 12°53'43" West, along said margin, a distance of 382.71 feet to a ¾" iron pipe; thence South 89°47'55" West a distance of 925.94 feet to a point located on the Western boundary of said Picayune Industrial Park; thence North 00°34'44" East a distance of 796.19 feet to a railroad iron; thence North 00°55'07" East a distance of 545.20 feet to a point located on the South right-of-way of Street A; thence North 89°26'02" East along said South right-of-way a distance of 165.64 feet to the PC of a curve to the left; thence along said right-of-way and said curve having a radius of 500.90 feet, a length of 161.31 feet, and a chord length of 160.31 feet bearing North 80°12'29" East to a point; thence along said margin and a curve to the right having a radius of 85.00 feet, a length of 120.20 feet, and a chord length of 110.43 feet bearing South 70°54'33" East to a point located on the West right-of-way of Street B; thence along said West right-of-way and a curve to the right having a radius of 1032.18 feet, a length of 513.07 feet, and a chord length of 507.80 feet bearing South 11°16'42" East to a point; thence along South 02°57'43" West along said West right-of-way a distance of 34.95 feet to the margin of a cul-de-sac; thence along said right-of-way and a curve to the left having a radius of 68.00 feet, a length of 211.28 feet, and a chord length of 135.98 feet bearing South 22°13'44" East to a point; thence leaving said right-of-way South 06°29'32" West a distance of 155.68 feet to a ¾" iron pipe; thence South 71°38'29" East a distance of 458.27 feet to the Point of Beginning, said parcel contains 20.805 acres, more or less, and is located in West ½ of the Southeast Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi and is also part of the Picayune Industrial Park as platted and filed in the Office of the Chancery Clerk of said county and state.

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 Watkins, seconded by Council Member Gouguet to recess until Tuesday, February 21, 2012 at 5:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Council Member Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk