

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, September 3, 2013, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

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

ORDER TO APPROVE MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the Minutes of the City of Picayune dated August 20, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

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

**AF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-341.01-000-000 RENT T-HANGARS	60,600	3,925	75,340	55,255	20,085	124
351-000-341.02-000-000 GROUND LEASES	13,050	0	12,480	11,963	517	96
351-000-374.00-000-000 FUEL SALES	6,000	342	4,897	5,500	(603)	82
Total Revenues	79,650	4,267	92,717	72,718	19,999	116
Expenditures						
Airport Expenses						
PERSONNEL	57,008	3,996	45,543	52,258	6,715	80
SUPPLIES	500	16	587	458	(129)	117
OUTSIDE SERVICES	53,140	1,517	33,381	51,294	17,914	63
Total Airport Expenses	110,648	5,529	79,511	104,010	24,500	72
Total Expenditures	110,648	5,529	79,511	104,010	24,500	72
Excess Revenue Over (Under) Expenditures	(30,998)	(1,262)	13,206	(31,292)	(4,501)	43

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**CF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

Run: 8/30/2013 at 8:35 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	300	108	636	275	361	212
406-000-340.00-000-000 INTEREST INCOME	300	0	183	275	(92)	61
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	14,000	1,167	15,208	12,833	2,375	109
406-000-392.00-000-000 SALE OF LOTS	20,000	3,724	22,755	18,333	4,422	114
Total Revenues	34,600	4,999	38,782	31,716	7,066	112
Expenditures						
Cemetery Expenses						
PERSONNEL	17,669	3,703	48,642	16,197	(32,445)	275
SUPPLIES	7,980	646	6,548	7,316	768	82
OUTSIDE SERVICES	3,269	762	2,304	2,997	693	70
CAPITAL OUTLAY	5,205	0	5,273	4,538	(735)	101
Total Cemetery Expenses	34,123	5,111	62,767	31,048	(31,719)	184
Total Expenditures	34,123	5,111	62,767	31,048	(31,719)	184
Excess Revenue Over (Under) Expenditures	477	(112)	(23,985)	668	38,785	(5,028)

**ED Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

Run: 8/30/2013 at 8:35 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME	75	0	290	69	221	387
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,438	16,053	0	16,053	0
110-043-341.00-000-000 RENT	67,737	0	0	62,092	(62,092)	0
110-043-341.03-000-000 RAIL SPUR LEASE - SHALE SUPPORT SERV	0	0	5,000	0	5,000	0
110-043-341.04-000-000 LAND LEASE - SHALE SUPPORT SERV	0	1,590	12,724	0	12,724	0
110-043-382.00-000-000 SALE OF LOTS,IND,PARK	0	0	12,000	0	12,000	0
110-402-280.00-000-000 SALES TAX-TOURISM	440,000	35,566	405,741	401,041	4,700	92
110-402-314.00-000-000 PARK BLDG RENTAL FEES	3,175	450	3,560	2,967	593	112
110-402-314.06-000-000 PARK TOURNAMENT FEES	350	0	350	267	83	100
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	75	92	(17)	75
110-402-340.00-000-000 INTEREST INCOME-TOURISM	400	0	423	367	56	106
Total Revenues	511,837	39,044	456,216	466,895	(10,679)	89
Expenditures						
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	0	621	4,583	3,962	12
CAPITAL OUTLAY	5,000	0	0	4,583	4,583	0
Total Sale of Lots Expenses	10,000	0	621	9,166	8,545	6
Recreation Expenses						
PERSONNEL	127,520	9,403	109,895	116,893	6,998	86
SUPPLIES	26,900	4,520	27,706	24,658	(3,048)	103
OUTSIDE SERVICES	120,700	5,995	89,956	113,700	23,744	75
Total Recreation Expenses	275,120	19,918	227,557	255,251	27,694	83
Retirement Development Expenses						
PERSONNEL	4,093	0	0	3,752	3,752	0
SUPPLIES	0	0	342	0	(342)	0
OUTSIDE SERVICES	0	0	1,844	0	(1,844)	0
Total Retirement Development Expenses	4,093	0	2,186	3,752	1,566	53
Total Expenditures	289,213	19,918	230,364	268,169	37,805	80
Excess Revenue Over (Under) Expenditures	222,624	19,126	225,852	198,726	(48,484)	101

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GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013

Run: 8/30/2013 at 8:35 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALORM TAXES-CURRENT	1,287,159	25,431	1,095,867	1,179,896	(84,029)	85
001-000-201.00-000-000 AUTO AND MOBILE HOME	235,595	18,292	204,548	215,962	(11,414)	87
001-000-202.00-000-000 PERSONAL TAXES	323,246	6,060	374,319	296,309	78,010	116
001-000-203.00-000-000 AD VALORM-DELINQUENT	1,000	276	2,569	917	1,652	257
001-000-210.00-000-000 PENALTIES & INTEREST	35,000	3,443	15,375	32,083	(16,708)	44
001-000-211.00-000-000 OTHER FEES	0	0	251	0	251	0
001-000-214.00-000-000 TAX COLLECTION COSTS	80,000	1,809	62,066	73,333	(11,267)	78
001-000-220.00-000-000 PRIVILEGE LICENSES	30,000	11,648	26,286	27,500	(1,214)	88
001-000-220.01-000-000 LIQUOR PRIVILEGE TAX	4,275	450	6,525	3,919	2,606	153
001-000-221.00-000-000 FRANCHISE CHARGES-UTILITIES	615,000	28,297	595,232	563,750	31,482	97
001-000-222.00-000-000 BUILDING PERMITS	40,000	6,917	52,447	36,667	15,780	131
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	3,000	527	7,462	2,750	4,712	249
001-000-224.00-000-000 LOT CLEAN UP	20,000	0	19,411	18,333	1,078	97
001-000-226.00-000-000 RECYCLED MATERIALS REVENUE	0	0	980	0	980	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	26,811	25,208	1,603	97
001-000-245.01-000-000 STATE WIRELESS FUND	10,000	0	8,657	9,167	(510)	87
001-000-247.02-000-000 BULLET PROOF VEST	16,220	0	1,624	14,868	(13,244)	10
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	0	17,567	16,042	1,525	100
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	120,000	0	70,219	110,000	(39,781)	59
001-000-256.00-000-000 DRUG/ALCOHOL CM GRANT	78,277	0	35,603	71,754	(6,151)	45
001-000-280.00-000-000 GENERAL SALES TAX	3,960,000	341,622	3,792,624	3,630,000	162,624	96
001-000-282.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	55,547	0	56,136	50,918	5,218	101
001-000-282.02-000-000 1/4 MILL LEVY FIRE PROTECTION	18,921	526	18,011	17,344	667	95
001-000-282.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	1,840	1,678	162	100
001-000-283.00-000-000 POLICE MINIMUM STANDARDS	15,000	3,000	18,000	13,750	4,250	120
001-000-284.00-000-000 PRC ANIMAL SHELTER	6,500	800	5,935	5,958	(23)	91
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	5,839	186,290	201,667	(3,377)	90
001-000-276.00-000-000 SCHOOL PATROL	139,140	136,305	148,696	127,545	21,151	107
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	12,000	200	12,253	11,000	1,253	102
001-000-330.00-000-000 COURT FINES & FEES	315,000	3,834	291,413	288,750	2,663	93
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,740	21,132	20,625	507	94
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	1,000	127	1,247	917	330	125
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	1,000	3	133	917	(784)	13
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	191	11,546	9,350	2,196	113
001-000-340.00-000-000 INTEREST EARNED	20,000	762	17,806	18,333	(527)	89
001-000-346.00-000-000 FIRE DEPARTMENT DONATIONS	0	0	1,189	0	1,189	0
001-000-346.10-000-000 SUMMER YOUTH CAMP DONATION	0	0	13,305	0	13,305	0
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	(15,774)	149,441	12,833	136,608	1,067
001-000-356.00-000-000 INSURANCE PROCEEDS	0	0	88,125	0	88,125	0
001-000-380.03-000-000 TRANSFER FROM UTILITY FUND	0	0	300,000	0	300,000	0
001-000-380.05-000-000 TRANSFER FROM CAP PROJ- NEW CITY HALL EXPANSION/RENOVATION PROJ	0	0	427,328	0	427,328	0
001-000-380.06-000-000 TRANSFER FROM UDAG - NEW CITY HALL PROJ	0	0	207,828	0	207,828	0
001-000-393.00-000-000 SALE OF PROPERTY	0	0	261	0	261	0

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
001-092-301-00-000-000 BRICK BY BRICK PROGRAM PROCEEDS	0	0	631	0	7,242	0
001-092-302-00-000-000 DEPOT BRICK PROGRAM PROCEEDS	0	0	631	0	631	0
Total Revenues	7,756,411	582,285	8,414,251	7,110,043	1,304,208	108
Expenditures						
Municipal Council Expenses						
PERSONNEL	68,949	5,017	57,025	63,202	6,177	83
SUPPLIES	1,000	92	906	958	53	91
OUTSIDE SERVICES	123,650	11,387	124,318	118,304	(6,014)	101
CAPITAL OUTLAY	1,200,565	210,000	1,305,103	1,200,565	(104,538)	109
Total Municipal Council Expenses	1,394,164	226,496	1,487,351	1,383,029	(104,322)	107
Municipal Court Expenses						
PERSONNEL	251,243	19,689	206,470	230,306	23,836	82
SUPPLIES	4,000	0	3,734	3,667	(67)	93
OUTSIDE SERVICES	54,750	1,000	51,993	50,188	(1,805)	95
Total Municipal Court Expenses	309,993	20,689	262,197	284,161	21,964	85
City Attorney Expenses						
PERSONNEL	9,516	718	8,048	8,723	675	85
OUTSIDE SERVICES	20,000	2,555	20,066	18,333	(1,733)	100
Total City Attorney Expenses	29,516	3,273	28,114	27,056	(1,058)	95
City Manager Expenses						
PERSONNEL	127,344	10,362	116,013	118,461	2,448	91
SUPPLIES	7,500	403	7,304	6,874	(430)	97
OUTSIDE SERVICES	16,300	444	15,868	14,941	(927)	97
CAPITAL OUTLAY	10,876	0	10,876	10,155	(721)	100
Total City Manager Expenses	162,020	11,209	150,061	150,431	370	93
General Services Expenses						
PERSONNEL	16,371	1,287	15,273	15,007	(266)	93
SUPPLIES	7,700	476	6,706	7,058	352	87
OUTSIDE SERVICES	216,500	4,379	222,358	198,458	(23,900)	103
Total General Services Expenses	240,571	6,142	244,337	220,523	(23,814)	102
Financial Expenses						
PERSONNEL	135,942	10,649	111,054	124,615	13,561	82
SUPPLIES	10,000	117	8,861	9,375	524	89
OUTSIDE SERVICES	66,900	450	47,619	61,116	13,497	71
Total Financial Expenses	212,842	11,216	167,524	195,106	27,582	79
Code Enforcement Expenses						
PERSONNEL	140,564	10,616	120,328	128,850	8,522	86
SUPPLIES	4,200	122	4,485	3,850	(635)	107
OUTSIDE SERVICES	21,500	1,366	18,692	19,708	1,016	87
Total Code Enforcement Expenses	166,264	12,104	143,505	152,408	8,903	86

**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

Run: 8/30/2013 at 8:35 AM

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Police Administration Expenses						
PERSONNEL	223,045	11,864	158,471	204,458	45,987	71
SUPPLIES	6,500	1,265	3,934	5,958	2,024	61
OUTSIDE SERVICES	55,400	1,556	44,629	49,866	5,237	81
CAPITAL OUTLAY	8,651	0	8,657	7,930	(727)	100
Total Police Administration Expenses	293,596	14,685	215,691	266,212	52,521	73
Patrol & Investigations Expenses						
PERSONNEL	1,249,388	105,533	1,187,797	1,145,273	(42,524)	95
SUPPLIES	136,000	11,689	124,617	124,250	(367)	92
OUTSIDE SERVICES	79,750	447	87,988	73,105	(14,883)	110
CAPITAL OUTLAY	7,568	0	6,859	6,937	78	91
Total Patrol & Investigations Expenses	1,472,706	117,639	1,407,261	1,349,565	(57,696)	96
Domestic Violence Grant Expenses						
Custody of Prisoners Expenses						
PERSONNEL	155,062	11,752	133,125	142,140	9,015	86
SUPPLIES	39,000	583	41,261	35,751	(5,510)	106
OUTSIDE SERVICES	15,500	971	7,952	14,208	6,256	51
Total Custody of Prisoners Expenses	209,562	13,306	182,338	192,099	9,761	87
Alcohol Countermeasures Grant Expenses						
PERSONNEL	0	0	1,709	0	(1,709)	0
Total Alcohol Countermeasures Expenses	0	0	1,709	0	(1,709)	0
Records & Communications Expenses						
PERSONNEL	376,623	27,432	334,274	345,238	10,964	89
SUPPLIES	8,500	0	7,342	7,916	574	86
OUTSIDE SERVICES	19,300	714	18,337	17,567	(770)	95
Total Records & Communications Expenses	404,423	28,146	359,953	370,721	10,768	89
School Patrol Expenses						
PERSONNEL	126,189	10,946	127,821	115,673	(12,148)	101
SUPPLIES	6,500	1,177	6,730	5,959	(771)	104
OUTSIDE SERVICES	2,750	0	1,347	2,521	1,174	49
Total School Patrol Expenses	135,439	12,123	135,898	124,153	(11,745)	100
Animal Control Expenses						
PERSONNEL	34,692	2,332	19,821	31,802	11,981	57
SUPPLIES	1,514	336	2,743	1,450	(1,293)	181
OUTSIDE SERVICES	47,302	3,359	43,504	43,298	(206)	92
Total Animal Control Expenses	83,508	6,027	66,068	76,550	10,482	79
Fire Department Expenses						
PERSONNEL	2,001,147	152,838	1,712,879	1,834,385	121,506	86
SUPPLIES	52,519	2,894	54,976	48,369	(6,607)	105
OUTSIDE SERVICES	62,200	2,021	71,676	57,016	(14,660)	115
Total Fire Department Expenses	2,115,866	157,753	1,839,531	1,939,770	100,239	87

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**GF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Streets & Drainage Expenses						
PERSONNEL	348,288	31,275	347,763	319,264	(28,499)	100
SUPPLIES	140,000	7,569	138,282	130,708	(7,574)	99
OUTSIDE SERVICES	321,200	5,549	278,978	296,100	17,122	87
CAPITAL OUTLAY	14,250	0	14,471	13,063	(1,408)	102
Total Streets & Drainage Expenses	823,738	44,393	779,494	759,135	(20,359)	95
Grounds & Beautification Expenses						
PERSONNEL	420,798	27,316	336,094	365,732	49,638	80
SUPPLIES	96,119	33,282	97,402	88,109	(9,293)	101
OUTSIDE SERVICES	16,250	434	16,859	14,895	(1,964)	104
CAPITAL OUTLAY	0	0	283	0	(283)	0
Total Grounds & Beautification Expenses	533,167	61,012	450,638	488,736	38,098	85
Equipment Maintenance Expenses						
PERSONNEL	44,769	2,416	27,440	41,038	13,598	61
SUPPLIES	10,600	234	1,987	9,717	7,730	19
OUTSIDE SERVICES	11,800	16	6,565	10,816	4,251	56
Total Equipment Maintenance Expenses	67,169	2,666	35,992	61,571	25,579	54
Total Expenditures	8,654,544	748,879	7,957,662	8,043,226	85,564	92
Excess Revenue Over (Under) Expenditures	(898,133)	(166,594)	456,589	(933,183)	1,218,644	51

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UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-230.02-000-000 EPA WTR/WSTWTR INFRA IMP	0	0	509,044	0	509,044	0
GRANT						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	8,657	6,875	1,782	115
405-000-340.01-000-000 CD Interest Earned-Bond & Ins.	400	0	0	367	(367)	0
405-000-340.02-000-000 CD Interest Earned-Sew. Impr.	100	0	0	92	(92)	0
405-000-340.03-000-000 CD Interest Earned-Meter	1,500	0	0	1,375	(1,375)	0
405-000-351.02-000-000 MISC TAP INCOME	20,000	1,714	26,439	18,333	8,106	132
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	0	4,561	4,561	0	4,561	0
405-000-355.00-000-000 MISC INCOME	60,000	6,766	150,644	55,000	95,644	251
405-000-355.01-000-000 MISC INCOME BAGS	4,000	280	3,401	3,657	(266)	85
405-000-360.01-000-000 METERED SALES WATER	1,656,138	130,954	1,421,080	1,518,127	(97,048)	86
405-000-360.02-000-000 METERED SALES GAS	1,625,934	98,993	1,787,092	1,490,440	296,652	110
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	0	975	1,833	(858)	49
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	12,614	134,527	132,917	1,610	93
405-000-365.00-000-000 GARBAGE REVENUE	915,000	80,872	874,519	838,750	35,769	96
405-000-393.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	1,043	10,435	0	10,435	0
Total Revenues	4,437,572	337,807	4,931,374	4,067,776	863,597	111
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	125,000	10,417	410,417	114,583	(295,834)	328
Total Intrafund Transfers Expenses	125,000	10,417	410,417	114,583	(295,834)	328
Utility Administration Expenses						
PERSONNEL	527,586	44,353	501,365	483,620	(17,745)	95
SUPPLIES	30,000	2,540	26,695	27,500	805	89
OUTSIDE SERVICES	220,250	5,388	203,440	201,897	(1,543)	92
CAPITAL OUTLAY	0	0	71,867	0	(71,867)	0
Total Utility Administration Expenses	777,836	52,281	803,367	713,017	(90,350)	103
Director of Public Works Expenses						
PERSONNEL	157,841	12,659	136,511	144,687	8,176	86
SUPPLIES	9,945	177	9,490	9,117	(373)	95
OUTSIDE SERVICES	76,893	12,103	84,141	70,465	(13,656)	109
CAPITAL OUTLAY	0	589	10,575	0	(10,575)	0
Total Director of Public Works Expenses	244,679	25,528	240,717	224,289	(16,428)	98
Water Regulations Expenses						
PERSONNEL	37,417	3,304	36,103	34,300	(1,803)	96
SUPPLIES	18,278	287	17,070	16,754	(316)	93
OUTSIDE SERVICES	6,048	1,991	5,345	5,544	199	88
Total Water Regulations Expenses	61,743	5,592	58,518	56,598	(1,920)	95
Well and Pump Maintenance Expenses						

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**UF Statement of Activity - MTD and YTD with Budget
City of Picayune
For 8/31/2013**

Run: 8/30/2013 at 8:35 AM

Page: 2

	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
SUPPLIES	33,308	1,610	17,007	30,533	13,527	51
OUTSIDE SERVICES	66,197	1,651	62,658	60,680	(1,978)	95
Total Well and Pump Maintenance Expenses	99,505	3,261	79,665	91,213	11,549	80
Sewer Construction Expenses						
CAPITAL OUTLAY	0	0	509,044	0	(509,044)	0
Total Sewer Construction Expenses	0	0	509,044	0	(509,044)	0
Utility Construction Expenses						
PERSONNEL	131,790	10,417	126,308	120,807	(5,501)	96
SUPPLIES	37,041	1,532	33,955	33,955	11,642	60
OUTSIDE SERVICES	33,434	648	20,770	30,648	9,878	62
Total Utility Construction Expenses	202,265	12,597	169,391	185,410	16,019	84
Water Operations Expenses						
PERSONNEL	312,427	22,224	239,854	286,391	46,537	77
SUPPLIES	100,915	6,228	107,150	92,506	(14,644)	106
OUTSIDE SERVICES	17,818	6,154	22,983	16,332	(6,651)	129
CAPITAL OUTLAY	133,177	75,956	133,309	122,079	(11,230)	100
Total Water Operations Expenses	564,337	110,562	503,296	517,308	14,012	89
Gas Operations Expenses						
PERSONNEL	229,874	16,642	194,872	210,718	15,846	85
SUPPLIES	826,146	14,734	871,064	757,301	(113,753)	105
OUTSIDE SERVICES	83,336	2,433	74,240	76,391	2,151	89
CAPITAL OUTLAY	0	3,900	83,900	0	(83,900)	0
Total Gas Operations Expenses	1,139,356	37,709	1,234,066	1,044,410	(189,656)	108
Garbage Expenses						
GARBAGE EXPENSES	810,000	0	721,238	742,500	21,262	89
Total Garbage Expenses	810,000	0	721,238	742,500	21,262	89
Loan Interest Expenses						
INTEREST EXPENSE	0	43,974	97,858	0	(97,858)	0
Total Loan Interest Expenses	0	43,974	97,858	0	(97,858)	0
Total Expenditures	4,024,721	301,921	4,827,577	3,689,328	(1,138,248)	120
Excess Revenue Over (Under) Expenditures	412,851	35,886	103,797	378,448	2,001,845	25

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO AMEND AUGUST 21, 2012 COUNCIL MEETING MINUTES

Motion was made by Council Member Gouquet, seconded by Council Member Bumpers to amend the August 21, 2012 Council Meeting Minutes to reflect the

corrected School Levy Ordinance No. 899. (The millage was printed wrong in the minute book).

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO AMEND THE JULY 2, 2013 COUNCIL MEETING MINUTES

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to amend the July 2, 2013 minutes to reflect the acknowledgement of the Oaths of Office for the newly sworn in Council.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve the docket for September 3, 2013 in the amount of \$600,180.81

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Mayor Ed Pinero

The motion was declared carried.

MOTION TO APPROVE ORDINANCE NO. 909 SETTING THE CITY OF PICAYUNE 2014 TAX LEVY

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve Ordinance No. 909 setting the City of Picayune 2014 Tax Levy.

ORDINANCE NO. 909

AN ORDINANCE FIXING THE LEVY FOR THE MUNICIPAL TAXES FOR THE CITY OF PICAYUNE, MISSISSIPPI FOR THE FISCAL YEAR 2013-2014, BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That a levy for general and special municipal purposes of 38.66 mills on the dollar upon, real personal and fixed property within the corporate limits of the City of Picayune, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2013-2014, for the following purposes, to-wit:

GENERAL FUND (Authority: MS Code of 1972, Section 27-39-307)	23.83
¼ MILL FIRE LEVY	.25
LONG TERM DEBT	11.78
PEARL RIVER COUNTY LIBRARY SYSTEM	1.99
TAX COLLECTION COSTS	.81
TOTAL FOR ALL MUNICIPAL PURPOSES	38.66

SECTION 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 3rd day of September 2013.

Ed Pinero, Mayor

Amber Hinton, City Clerk

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE ORDINANCE NO 910. SETTING THE PICAYUNE SEPARATE SCHOOL DISTRICT 2014 TAX LEVY

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve Ordinance No. 910 setting the Picayune Separate School District 2014 Tax Levy.

ORDINANCE NO. 910

AN ORDINANCE FIXING THE LEVY FOR THE PICAYUNE SEPARATE SCHOOL DISTRICT FOR THE FISCAL YEAR 2013-2014, BEGINNING OCTOBER 1, 2013 AND ENDING SEPTEMBER 30, 2014.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That a levy of 65.24 mills on the dollar upon, real personal and fixed property within the picayune Municipal Separate School District of Pearl River County and Hancock County, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2013-2014, for the following purposes, to-wit:

FOR SCHOOL COSTS (Authority: MS Code of 1972, Section 37-57-1, et. Seq.)	59.96
FOR THREE MILL NOTE	2.66
SHORTFALL NOTE	.34
GED CLASSES	1.00
FOR TAX COLLECTION COSTS (Authority: MS Code of 1972 Section 37-57-1, et. Seq.)	1.28
TOTAL FOR ALL SCHOOL PURPOSES	65.24

SECTION 2. That for good cause therefore, it being necessary to immediately transmit levy for approval of the State Tax Commission, it is ordered that this Ordinance take effect and be in full force and effect from and after its passage, but shall nevertheless be published and enrolled as provided by law.

The foregoing Ordinance, after having been first reduced to writing, was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following roll call vote:

VOTING YEA:

VOTING NAY:

ABSENT AND NOT VOTING:

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Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 3rd day of September 2013.

Ed Pinero, Mayor

Amber Hinton, City Clerk

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE THE FY 2014 CITY OF PICAYUNE BUDGET

Motion was made by Council Member Valente, seconded by Council Member Stevens to approve the City of Picayune FY 2014 Budget.

REGULAR MEETING SEPTEMBER 3, 2013

CITY OF PICAYUNE
PROPOSED BUDGET
FOR YEAR ENDING SEPTEMBER 30, 2014

	TOTAL BUDGET	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	AIRPORT FUND	ENTERPRISE FUNDS	DEBT SERVICE FUND
RECEIPTS:							
LICENSE & PERMITS	\$ 701,000	701,000					
INTERGOVERNMENTAL REVENUES	8,881,781	5,554,781	628,000		600,000	99,000	
CHARGES FOR SERVICES	4,413,303	23,550				4,389,753	
FINES & FORFEITS	396,900	396,900					
MISCELLANEOUS	313,400	20,500	3,600		6,000	283,300	
TRANSFERS	895,524	74,879				169,000	651,645
INTEREST EARNINGS	29,732	20,000	810	500		7,822	600
LEASES/RENT	159,015		67,875		91,140		
SALE OF LOTS	20,000					20,000	
PROCEEDS FROM LOANS	-						
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	13,810,655	6,791,610	700,285	500	697,140	4,968,875	652,245
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,997,787	2,056,287					941,500
TOTAL REVENUES	16,808,442	8,847,897	700,285	500	697,140	4,968,875	1,593,745
BEGINNING CASH	9,442,631	2,457,006	499,016	242,487	325,833	5,785,892	132,397
TOTAL FROM ALL SOURCES	\$ 26,251,073	11,304,903	1,199,301	242,987	1,022,973	10,754,767	1,726,142
EXPENDITURES:							
GENERAL GOVERNMENT							
PERSONNEL	\$ 760,601	760,601					
SUPPLIES	35,500	35,500					
OTHER SERVICES & CHARGES	477,400	477,400					
CAPITAL OUTLAY	-	-					
TOTALS	1,273,501	1,273,501					
PUBLIC SAFETY - POLICE							
PERSONNEL	\$ 2,237,649	2,237,649					
SUPPLIES	199,030	199,030					
OTHER SERVICES & CHARGES	249,620	249,620					
CAPITAL OUTLAY	16,225	16,225					
TOTALS	2,702,524	2,702,524					
PUBLIC SAFETY - FIRE							
PERSONNEL	\$ 2,042,241	2,042,241					
SUPPLIES	52,600	52,600					
OTHER SERVICES & CHARGES	73,063	73,063					
CAPITAL OUTLAY	-	-					
TOTALS	2,167,904	2,167,904					
PUBLIC WORKS							
PERSONNEL	\$ 873,561	873,561					
SUPPLIES	257,455	257,455					
OTHER SERVICES & CHARGES	352,450	352,450					
CAPITAL OUTLAY	835,680	835,680					
TOTALS	2,319,146	2,319,146					
UTILITY ADMINISTRATION							
PERSONNEL	\$ 595,519					595,519	
SUPPLIES	30,000					30,000	
OTHER SERVICES & CHARGES	220,250					220,250	
CAPITAL OUTLAY	-					-	
TOTALS	845,769					845,769	
DIRECTOR OF PUBLIC WORKS							
PERSONNEL	\$ 161,940					161,940	
SUPPLIES	15,930					15,930	
OTHER SERVICES & CHARGES	77,483					77,483	
CAPITAL OUTLAY	2,000					2,000	
TOTALS	257,353					257,353	

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REGULAR MEETING SEPTEMBER 3, 2013

CITY OF PICAYUNE
PROPOSED BUDGET
FOR YEAR ENDING SEPTEMBER 30, 2014

	TOTAL BUDGET	GENERAL FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	AIRPORT FUND	ENTERPRISE FUNDS	DEBT SERVICE FUND
WATER OPERATIONS							
PERSONNEL	\$ 388,956					388,956	
SUPPLIES	183,888					183,888	
OTHER SERVICES & CHARGES	110,572					110,572	
CAPITAL OUTLAY	220,992					220,992	
TOTALS	904,186					904,186	
GAS OPERATIONS							
PERSONNEL	\$ 319,368					319,368	
SUPPLIES	1,092,494					1,092,494	
OTHER SERVICES & CHARGES	100,411					100,411	
CAPITAL OUTLAY	3,000,000					3,000,000	
TOTALS	4,512,273					4,512,273	
GARBAGE COLLECTION							
PERSONNEL	\$ -						
SUPPLIES	-						
OTHER SERVICES & CHARGES	810,000					810,000	
CAPITAL OUTLAY	-						
TOTALS	810,000					810,000	
ECONOMIC DEVELOPMENT							
PERSONNEL	\$ 144,884		144,884				
SUPPLIES	26,900		26,900				
OTHER SERVICES & CHARGES	114,000		114,000				
CAPITAL OUTLAY	231,059		231,059				
TOTALS	516,843		516,843				
AIRPORT OPERATION							
PERSONNEL	\$ 57,519				57,519		
SUPPLIES	500				500		
OTHER SERVICES & CHARGES	55,640				55,640		
CAPITAL OUTLAY	660,000				660,000		
TOTALS	773,659				773,659		
CEMETERY OPERATION							
PERSONNEL	\$ 89,644					89,644	
SUPPLIES	7,880					7,880	
OTHER SERVICES & CHARGES	3,269					3,269	
CAPITAL OUTLAY	7,200					7,200	
TOTALS	87,993					87,993	
COST OF LIVING RAISES	\$ -						
DEBT PAYMENTS	2,159,602					515,672	1,643,930
AID TO OTHER GOVERNMENTS	24,880	24,880					
TRANSFERS TO OTHER FUNDS	799,820	359,785	264,155	74,880		100,000	
OTHER	-						
TOTAL EXPENDITURES	20,079,573	8,847,740	780,998	-	773,659	8,033,246	1,643,930
ENDING CASH BALANCE	6,171,500	2,457,163	418,303	242,987	249,314	2,721,521	82,212
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 26,251,073	11,304,903	1,199,301	242,987	1,022,973	10,754,767	1,726,142

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The following roll call was made:

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

VOTING NAY: Council Members Bumpers and Breland

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADOPT THE REVISED POLICY CONCERNING REPRODUCTION OF PUBLIC RECORDS

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to adopt the revised policy concerning reproduction of public records in

compliance with the MS Public Records Act. This revision allows for seven (7) business days to reproduce records.

MAYOR AND COUNCIL OF THE CITY OF PICAYUNE

POLICY AND PROCEDURE

MISSISSIPPI PUBLIC RECORDS ACT OF 1983

This statement of policy and procedure is drafted and published in compliance with the Mississippi Public Records Act, adopted in 1983, and recorded in Chapter 61, Title 25 of the Mississippi Code of 1972, Annotated.

It shall be the policy of the Mayor and Council of the City of Picayune that the terms, conditions, mandates and matters otherwise contained in the Mississippi Public Records Act of 1983 shall be strictly adhered to in the operation of this City and no policy or policies in contravention of such statute shall be condoned. The Mississippi Public Records Act of 1983 is hereby and herein incorporated by reference and each and every term and condition set forth therein is adopted for the use of this City.

The following procedures in implementation of the referenced Act are hereby and herein adopted and shall be complied with by the City of Picayune and by any person exercising the right to inspect, copy or mechanically reproduce or obtain a reproduction of any public record held and controlled by the City of Picayune.

1. A person requesting any public record held or controlled by the City of Picayune (hereinafter, the City) must do so in writing on forms provided by the City. Any such request shall be clear and concise and shall include only on subject matter. The date of the request shall be the date such request on proper forms is received by the City Clerk. The City Clerk shall see that each request bears the date of its receipt in a prominent place on its face.

2. The City shall produce or deny all requests for production of documents or records within seven (7) working days of the request. Within that period the City Clerk shall notify the person requesting such information as whether or not such request shall be honored. If the request is to be honored, the notice of such shall contain an estimate of the total cost of compliance with such request. The party requesting production must tender payment in the amount of that estimated before the requested records are produced. The notice shall be timed so as to allow the requested production within seven (7) working days of the request.

3. The City Clerk shall maintain at all times a file showing all requests made, the subject of the request, whether the same was honored or not, the time frames involved in compliance or in response to the request, and if the request was denied, a written detail of the reasons for failure to respond favorably to the request, shall be forwarded to the person requesting the same. Any such denial and the record system of the City Clerk. All records kept and maintained hereunder shall be preserved for a period of three (3) years from the compliance with or denial of a request.

4. The City shall receive requests for information, on forms prescribed by the City, at the address shown next below:

IN PERSON
City Clerk
City Hall
Picayune, MS 39466

BY MAIL
City Clerk
203 Goodyear Blvd.
Picayune, MS 39466

REGULAR MEETING SEPTEMBER 3, 2013

Requests made in person shall be during normal working hours (8:00 a.m. to 5:00 p.m.) on normal working days; legal holidays, Saturdays and Sundays excepted.

5. The following is a schedule of fees for reproduction of City records:

Copies (one side only)	\$.25 each
Time expended in making copies	\$10.00/hr
Research time for locating and/or Determining the eligibility for Release of any record requested	\$15.00/hr

In addition to the fees listed above,
the following is a schedule of fees for
reproduction of Police Department Records:

Accident or Incident reports	\$15.00
Plus \$1.00 per page for 5 th and subsequent pages	
Criminal Records Checks	\$20.00
Fingerprinting	\$15.00
Research of Records	\$15.00
Per hour (minimum 1 hour) plus cost of report	
Photograph Reproduction	\$10.00
Per photograph and any processing costs	
Video Tape Reproductions	\$25.00
Including CD/DVD copies of video or photographs	

Any such charges paid by a person requesting records or public information shall reimburse the City for such services. Costs shall in no instance exceed the actual cost of searching, reviewing and/or duplicating such records, and such costs chargeable to a person requesting public information shall include postage. Any costs charged shall be collected by the City Clerk in advance of compliance with a request.

6. It shall be the duty of the City Manager, or the Mayor, if the City Manager be absent from the City, to evaluate and pass on all requests for information.

7. The City Manager shall advise the Mayor and Council at its next regular meeting of such action taken by him since the Board's last meeting. His report shall be recorded in the minutes of the City.

8. A copy of this policy and procedure statement is available for public inspection at the office of the City Clerk.



Date Received _____
Approved _____
Denied _____
Date Notified _____
Cost _____

CITY OF PICAYUNE
REQUEST TO INSPECT, COPY, OR REPRODUCE PUBLIC RECORDS

DATE _____

PERSON REQUESTING _____

TELEPHONE _____

SUBJECT MATTER* _____

as specific as possible

MANNER OF COMPLIANCE**
 Personally Inspected
 Personally Copied
 Cause to be Copied

MANNER OF DELIVERY DESIRED
 By mail to the address above
 In person at office
 Email, if available

I have read and understand the published statements entitled Mississippi Public Records Act of 1983. I further understand that the actual cost of compliance with my request, if granted, shall be born by me, including mailing cost or other fees, if applicable. I also understand that:

- * Any request shall be clear and concise and shall be directed toward only one one subject matter.
- ** Actual costs of compliance with my request, if granted, shall be paid by me in advance of the receipt of any information.
- *** Allow 1-7 days to process your request.

THIS REQUEST IS DIRECTED TO: City of Picayune
Office of the City Clerk
203 Goodyear Blvd.
Picayune, MS 39466

you may fax back to 601 798-0564

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACKNOWLEDGE RECEIPT OF THE CITY OF PICAYUNE 2013 CONTINUING DISCLOSURE IN CONNECTION WITH THE MDA SPECIAL OBLIGATIONS BONDS, SERIES 2004 AND GO BONDS, SERIES 2010

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of the City of Picayune 2013 Continuing Disclosure in connection with the MDA Special Obligation Bonds, Series 2004 and GO Bonds, Series 2010.

**CONTINUING DISCLOSURE INFORMATION STATEMENT
BY THE CITY OF PICAYUNE, MISSISSIPPI
(2013)**

Pursuant to the Continuing Disclosure Agreements (the "Continuing Disclosure Agreement") executed by the City of Picayune (the "City"), in connection with the following bond issues:

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 hereby provides the information described in such Continuing Disclosure Agreement.

Section 1. Annual Report.

- A. Updated financial information and operating data of the City; attached hereto as **APPENDIX A**;
- B. Updated financial statements of the City¹; attached hereto as **APPENDIX B** and **APPENDIX C**; and
- C. Updated budgeted or estimated revenues and expenditures of the City; attached hereto as **APPENDIX D**.

Section 2. Event Notice.

The City certifies that none of the event notices have occurred with respect to the Bonds.

Section 3. Certification.

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

That the information, representations and warranties of the City 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.

¹ If the audited financial statement for the City is not available as of the date of this disclosure, the City will provide a copy of same when the audit report becomes available.

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: Ed Pinero
Mayor



ATTESTED:

BY: [Signature]
City Clerk

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE PAYMENT TO DUNGAN ENGINEERING FOR THE DESIGN PHASE OF THE HISTORIC DISTRICT ENHANCEMENT PROJECT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve payment in the amount of \$15,991.19 to Dungan Engineering for the design phase of the Historic District Enhancement Project, MDOT Project No. STP-0400-00(28) LPA 106004-70100.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE MEMORANDUM OF UNDERSTANDING FOR FEDERAL AID PROJECTS

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to approve Memorandum of Understanding for Federal Air Projects-Lighting along SR43, Mill & Overlay Memorial Blvd., and Safe Routes to School Project at West Side Elementary.

STP-0400-00(030) LPA/106715-701000&
SRSP-0400-00(029) LPA/106711-401000
City of Picayune

and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. If this is a Transportation Alternatives (TA) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TA PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Alternatives Project without the prior approval of the MDOT. Acceptable change must

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Memorandum of Understanding

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Lighting along SR43, Mill & Overlay Memorial Blvd., &
Safe Routes to School Project at West Side Elementary
Picayune, MS

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (The "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Picayune, a Local Public Agency, "LPA"(hereinafter referred to as the "LPA"), for the purpose of establishing the agreed conditions under which the LPA may utilize STP and SRSP funding and subsequent acts to complete the proposed project as described below, effective as of the date of the last execution below.

WHEREAS, the LPA has announced its intentions to make improvements including, but not limited to, installation of lighting along SR43 between Interstate 59 and Hwy 11, mill & overlay Memorial Boulevard from approximately 300 feet west of Blanks Avenue to Interstate 59 and a safe routes to school project leading to West Side Elementary. (hereinafter referred to as the "PROJECT"); and

WHEREAS, it is anticipated that approximately \$ 348,000.00 in total federal funds \$ 248,000.00 in STP Funds (80% federal match and 20% local match) and \$ 100,000.00 in Safe Routes to School Funds (80% federal match and 20% local match) for the construction of the PROJECT, and the above mentioned federal funds will expire if they are not obligated on or before June 30, 2015. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA agrees that if funds from FHWA are utilized that the LPA will be bound by, and will comply with, any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

WHEREAS, if this is an Safe Routes To Schools (SRTS) PROJECT approved by the , COMMISSION a maximum of \$ 100,000.00 for preliminary engineering and construction of the PROJECT approved, and \$ N/A for non-infrastructure activities is approved, for a total of \$ 100,000 in SRTS federal funds, which may be available over a period of time and are subject to normal reductions and obligation limitations, and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of Federal Funds allocated to the PROJECT by the COMMISSION, and

WHEREAS, the MDOT requires the LPA to provide the local share previously stated; and

WHEREAS, the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding;

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and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION mutually enter into the following Memorandum of Understanding for these and any future federal funds that may be allocated to this PROJECT

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, will:

1. Designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. Follow the procedures set out in the latest online version of the Project Development Manual for Local Public Agencies (PDM) necessary for the PROJECT including, but not limited to, project activation, consultant selection, environmental process, preliminary design, Right of Way acquisition (if required), advertisement for and selection of a contractor, construction oversight, and project close out.

3. Submit to the MDOT four (4) complete sets of "as-built" plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. Be responsible for all maintenance of the PROJECT during and after completion.

5. Agree to be bound by any and all federal requirements and the MDOT operating procedures, even though the federal requirements, when coupled with MDOT procedures, specify that no retainage is to be withheld.

6. Agree that if any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. If this is a Transportation Alternatives (TA) PROJECT then execute a Facilities Ownership and Use Policy that will allow the LPA to maintain and operate or provide for the maintenance and operation of the completed PROJECT. If this is a Transportation Museum or Welcome Center it shall be staffed by the LPA a minimum of forty (40) hours per week. All TA PROJECTS will have a permanently mounted plaque or sign identifying the FHWA and MDOT as providing funding for the PROJECT. No changes will be made to the completed PROJECT that would affect the traffic and/or traffic control on the PROJECT and/or alter the approved definition of the PROJECT as a Transportation Alternatives Project without the prior approval of the MDOT. Acceptable change must

REGULAR MEETING SEPTEMBER 3, 2013

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be in conformance with current standards and with provisions of the current Manual on Uniform Traffic Control Devices for Streets and Highways and American Association of State Highway and Transportation Officials (AASHTO). The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any Transportation Alternatives Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the LPA may be required to reimburse the MDOT for all project cost.

8. If this is a SRTS PROJECT, then all participating communities will be required to participate in the project evaluation which includes data collection using tools developed by the National Center for Safe Routes to School. The tools are the Student Travel Tally and the Parent Survey. These tools will be administered three times - at the beginning of the project (required to complete the application), at the completion of the infrastructure project(s) and one year after. The SRTS coordinator can provide copies of the tallies and surveys as needed and can assist with entering the data for results. Additional evaluation required includes reporting overall changes realized by the community as a result of the Safe Routes to School program.

9. Promptly pay any consultants or contractors monies due them within 30 days of submittal of invoice from the consultant or contractor. MDOT reserves the right to withhold Federal reimbursement until adequate proof of payment has been produced should the above not be followed.

10. If there is any requirement for "matching" funds, or if the anticipated cost of construction will exceed the available Federal-aid funds, the LPA shall be solely responsible for providing said local share or any funds above the Federal-aid funds at such time as the funds may be required.

All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

11. The LPA will be required to acknowledge the MDOT and the FHWA for their participation in the project in any news releases or other promotional material for the PROJECT. The PROJECT sponsor shall notify the MDOT LPA Division of any ceremonies related to the PROJECT.

12. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth

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federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the FHWA the sum or sums of Federal funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

13. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a progress schedule which will report whether the project is on schedule, behind or ahead and the plans for maintaining the planned schedule.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by federal funds are borne by the LPA.

2. Enter into any cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.

3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.

5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of federal funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, will be charged as a project cost.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

ARTICLE II. GENERAL PROVISIONS

A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the

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COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section E, below.

C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. In the event that any act of omission or commission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA shall be solely responsible for all additional costs.

E. The Executive Director of MDOT may withhold federal funds for the PROJECT for any of the following reasons:

- a. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
- b. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
- c. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
- d. Discontinuing the prosecution of the work.
- e. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunals having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
- f. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
- g. Allowing a final judgment to stand unsatisfied.
- h. Making an assignment for the benefit of creditors.
- i. Failure for any other cause whatsoever to carry on the work in an acceptable

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manner.

Before federal Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the Federal Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Melinda L. McGrath
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Edward Pinero, Jr.
Mayor
City of Picayune
815 North Beech Street
Picayune, MS 39466
Phone: (601) 798-9770
Fax: (601) 798-0564

For Technical Matters:

COMMISSION:
David H. Seyfarth, PE, PS
District LPA Coordinator – District VI
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: (228) 832-0682
Fax: (228) 832-0681

LPA:
Eric Morris
Director of Public Works
City of Picayune
815 North Beech Street
Picayune, MS 39466
Phone: (601) 799-0602
Fax: (601) 798-0564

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Picayune

Edward Pinero, Jr., Mayor

Attested:

(Appropriate clerk etc)

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

So agreed this the _____ day of _____, 20____.

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The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO OPEN PUBLIC HEARING FOR PROPERTY CLEAN UP

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 406 DAVIS STREET A PUBLIC NUISANCE

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to declare 403 Davis St. parcel 6175150030101101 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 313 JARRELL STREET A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Stevens to declare 313 Jarrell St. parcel 6175150040901000 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2107 COUSIN STREET A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare 2107 Cousin St. parcel 6172090040200100 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE COUSIN STREET PARCEL 6172090040103400 A PUBLIC NUISANCE

Motion was made by Council Member Stevens, seconded by Council Member Valente to declare Cousin St. parcel 6172090040103400 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2103 MORRIS STREET A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Gouguet, seconded by Council Member Breland to declare 2103 Morris Street parcel 6172090040103000 a public nuisance and allow an extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2004 MORRIS STREET A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Breland, seconded by Council Member Valente to declare 2004 Morris St. parcel 6172090040100200 a public nuisance and allow an extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2101 MORRIS STREET A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Breland, seconded by Council Member Bumpers to declare 2101 Morris St. parcel 6172090040102600 a public nuisance and allow an extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 2109 TROTTER STREET A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Breland, seconded by Council Member Stevens to declare 2109 Trotter St. parcel 6172090040203800 a public nuisance and allow an extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE MORRIS STREET PARCEL 6172090040102900 A PUBLIC NUISANCE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to declare Morris Street parcel 6172090040102900 a public nuisance.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 33 EASY STREET A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Breland, seconded by Council Member Stevens to declare 33 Easy St. parcel 6176240010100700 a public nuisance and allow an extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE EASY STREET PARCEL 6176240010100600 A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare Easy Street parcel 6172090040301700 a public nuisance and allow and extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO DECLARE 708 BENNETT ST A PUBLIC NUISANCE AND ALLOW AN EXTENSION FOR 30 DAYS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to declare 708 Bennett St. parcel 6172090040301700 a public nuisance and allow an extension for 30 days.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO CLOSE THE PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to close the Public Hearing for property clean up.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO SET A DATE OF OCTOBER 1, 2013 FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP AT THE FOLLOWING PROPERTIES

Motion was made by Council Member Valente, seconded by Council Member Gouguet to set a date of October 1, 2013 for a public hearing for property clean up at the following properties:

- | | | |
|-----|-----------------------------|---------------------------|
| 1. | 719 Telly Rd. | parcel # 6176230020401300 |
| 2. | 1305/1307 Telly Rd. | parcel # 6176230020401400 |
| 3. | 1311/1315 Telly Rd. | parcel # 6176230020401500 |
| 4. | Ridgeview Place | parcel # 6176240000003301 |
| 5. | 910 Cayten St. | parcel # 6171110010307800 |
| 6. | 207 S Howard. Ave | parcel # 6176140040101000 |
| 7. | 2804 Nina Drive | parcel # 6175210030102900 |
| 8. | 185 Westchester Dr. | parcel # 6172040000300500 |
| 9. | 211 S. Gray Ave. | parcel # 6176140030203100 |
| 10. | Corner of Smith & S. Curran | parcel # 6176140030503700 |
| 11. | Smith St | parcel # 6176140030503800 |
| 12. | S. Curran Ave. | parcel # 6176140030503600 |
| 13. | S. Curran Ave | parcel # 6176140030501600 |
| 14. | S. Curran Ave. | parcel # 6176140030501800 |
| 15. | Corner Culpepper/ S Curran | parcel # 6176140030502000 |
| 16. | S. Curran Ave | parcel # 6176140030502100 |
| 17. | Corner Weems & Maxwell | parcel # 6175150040501300 |
| 18. | Weems St. | parcel # 6175150040501400 |
| 19. | Charlotte Dr . | parcel # 6175210020202700 |
| 20. | 207 Boley Dr. | parcel # 6171110030201700 |

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE CONTRACT BETWEEN CITY OF PICAYUNE AND DUNGAN
ENGINEERING FOR THE MAIN STREET PARKING PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve and authorize Mayor to sign the engineering contract between the City of Picayune and Dungan Engineering, P.A. for the main Street Parking Project.

August 27, 2013

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

RE: City of Picayune
Main Street Parking
Engineering Services

Dear Mayor Pinero:

Thank you for allowing us the opportunity to assist you with this project. According to the laws set forth by the Mississippi State Board of Registration for Professional Engineers and Surveyors, we can only submit a cost estimate for providing professional services if we are selected for the work based on our qualifications. Therefore, we are submitting this not to exceed cost estimate portion of this proposal with the understanding that it is for budgetary estimate purposes only and is not being used for comparative pricing of the other professional firms. I have reviewed the engineering and surveying work required in connection with the above referenced. I am pleased to provide this letter of agreement for the following engineering services:

I. Design and Bidding Phase

Dungan Engineering, P.A. will provide all engineering and surveying necessary for the development of the construction drawings, details, and specifications for the Main Street Parking Project. The intent of this project is to provide safe parking for patrons visiting local businesses in the historical district. We will prepare all bidding documents for the parking project and make recommendations to the City Council on how to proceed once the bids are received.

II. Construction Phase

Dungan Engineering, P.A. will provide construction observation during all phases of the construction contract. These construction observations will be necessary to insure quality of work and to maintain detailed records of the quantities of materials used by the Contractor.

III. Professional Fees

Dungan Engineering, P.A. proposes to provide all necessary engineering and drafting services, as outlined above, for a lump sum fee equal as outlined below:

- Design and Bidding Phase – \$4,900.00

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REGULAR MEETING SEPTEMBER 3, 2013

- Construction Phase - \$4,200.00

We would expect to start our services immediately after receipt of written confirmation you had accepted our proposal. We intend to perform this work in accordance with generally accepted engineering and surveying principles.

If you accept this proposal please execute both copies of this Letter of Agreement and return one (1) to our office. This letter of agreement is subject to the attached thirty (30) "General Terms and Conditions".

Thanks again for your consideration. We look forward to working with you on this project. If you have any questions or comments, please call me.

Sincerely,

Brooks Wallace, P.E.
Vice President
Dungan Engineering, P.A.

Accepted By _____
City of Picayune

Enclosures

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GENERAL TERMS AND CONDITIONS

1. **Relation Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered onto any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contracts to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the service of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or

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adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by the Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special,

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incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client of the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the Event's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such a proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$50,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is sufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, or information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold

Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors, or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred in the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by contingency beyond their control including, but not limited to, acts of God, wars, strikes, walkouts fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory, or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless other instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with

respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

30. **Design without Construction Phase Services.** Should Client provide Construction Phase services with either Client's representatives or a third party, Engineer's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

It is understood and agreed that if Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by Client, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY ENGINEER TO RECEIVE QUOTES ON MAIN STREET PARKING PROJECT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to authorize City Engineer to receive quotes on the Main Street Parking Project.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE CHANGE ORDER #1 FOR THE CECILE STREET DRAINAGE IMPROVEMENTS PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve Change Order #1 for the Cecile Street Drainage Improvements Project.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR TRANSPORTATION ENHANCEMENT PROJECT

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to authorize Mayor's signature on Construction Engineering and Inspection Contract for Transportation Enhancement Project.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE TRAVEL ADVANCE FOR SGT KERRY MCGILL TO ATTEND A MS OFFICE OF HIGHWAY SAFETY CONFERENCE IN OLIVE BRANCH, MS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to authorize travel advance for Sgt. Kerry McGill to attend a MS Office of Highway Safety Conference in Olive Branch, MS September 24-26, 2013 for implementation for the upcoming FY14 grant.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE OUT OF STATE TRAVEL FOR FIRE MARSHALL PAT WEAVER AND K9 JOANIE TO TRAVEL TO WASHINGTON, DC

Motion was made by Council Member Breland, seconded by Council Member Stevens to authorize out of state travel fore Fire Marshall Pat Weaver and K9 Joanie to travel to Washington DC for the purpose of recertification.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR'S SIGNATURE ON T HANGAR LEASE AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND DAVID BURGE/GALLERIA HOME CENTER, INC.

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to authorize Mayor's signature on T-Hangar Lease Agreement by and between the City of Picayune and David Burge/Galleria Home Center, Inc.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Breland, seconded by Council Member Gouguet to enter Executive Session to discuss possible litigation and a contractual matter.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT EXECUTIVE SESSION

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to exit Executive Session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT DONATION OF PARKING LOT FROM BANKPLUS

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept donation of parking lot from BankPlus.

This Instrument prepared by:
Marc Christopher Porter
400 Concourse, Suite 200
1068 Highland Colony Parkway
Ridgeland MS 39157
Telephone: 601-898-4475

Indexing Instructions:
Lot 10 & Part Lot 9, Block 1,
R.J. Williams' Subdivision No. 1,
Town of Picayune,
Pearl River County, Mississippi

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good, legal and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, **BankPlus**, a Mississippi banking corporation, Grantor, does hereby sell, convey and quitclaim unto **THE CITY OF PICAYUNE**, a Mississippi municipal corporation, Grantee, the following described land and property situated in Pearl River County, Mississippi, to-wit:

Lot 10 and part of Lot 9 and Alley, Block 1, R. J. Williams' Subdivision No. 1 in Town of Picayune, Pearl River County, Mississippi, as per the plat on file and of record in the Office of the Chancery Clerk of Pearl River County, Mississippi, being more particularly described as follows:

Begin at the Southeast corner of Lot 3, Block 1, R. J. Williams' Subdivision No. 1 in Town of Picayune, Pearl River County, Mississippi; thence South 12 degrees 43 minutes 00 seconds West a distance of 152.00 feet to the Southeast corner of Lot 10 of said Block 1; thence North 77 degrees 00 minutes 00 seconds West, along the Southern boundary of said Block 1, a distance of 65.00 feet to a point located on the South line of Lot 9 of said Block 1;

Grantor:
BankPlus
a Mississippi Banking Corporation
1068 Highland Colony Parkway
Ridgeland, Mississippi 39157
Telephone: 601-898-4840

Grantee:
City of Picayune
203 Goodyear Blvd.
Picayune, MS 39466
Telephone: 601-798-9770

thence North 12 degrees 43 minutes 00 seconds East, parallel with the East line of said Lot 9 a distance of 142.00 feet; thence North 69 degrees 13 minutes 08 seconds East a distance of 17.99 feet to the Southwest corner of Lot 3 of said Block 1; thence South 77 degrees 00 minutes 00 seconds East along the South line of Lot 3 of said Block 1, a distance of 50.00 feet to the Point of Beginning. Said parcel contains 9,805 square feet, more or less, and is located in Lot 9, Lot 10, and the alley, all in Block 1, R. J. Williams' Subdivision No. 1 in Town of Picayune, Pearl River County, Mississippi.

SUBJECT to the Grantor and its successors in title's reservation of a perpetual right of way easement for purpose of ingress and egress on, over and across the hereinbefore described property.

This deed is made and executed on and is subject to certain express conditions and covenants, such conditions and covenants being a part of the consideration for the property conveyed and to be taken and construed as running with the land and on the continued observance of which the estate granted shall depend; and Grantee binds itself and its successor, assigns, grantees, and lessees to these covenants and conditions which follow:

Use Restrictions. No portion of the property described herein may, at any time, be used for any of the following uses whatsoever:

1. A financial institution.
2. An Automated Teller Machine.
3. A mortgage center.
4. A retail banking facility.
5. A financial service provider.
6. A securities broker, commercial trust department or similar provider of investment services.
7. A check cashing facility.
8. A money services business.
9. A money transfer business such as, but not limited to, Western Union.
10. A business which sells, exchanges or otherwise deals in money orders or similar financial products.

Covenants running with the Property. The use restrictions contained herein shall run with the land and be binding upon the property described herein and the owner, owners, lessees, assignees and tenants or other users of the Property and shall inure to the benefit of Grantor and its respective successors and assigns including any future owner, lessee or assignee of the Property or any portion thereof.

Reversion upon Engaging in Restricted Use. If grantee, its successor, or assigns engages in any of the uses specifically restricted by this instrument, the real property described herein shall automatically revert to grantor or its successors and assigns without the necessity of grantor, its successors or assigns taking any affirmative action to effectuate the reverter.

Notwithstanding anything contained herein to the contrary, if Grantor becomes the owner, lessee or assignee of any portion of the property described herein, by purchase, lease, assignment, reversion or otherwise, the use restrictions contained in this quitclaim deed shall be removed as to any portion of the property then owned, leased, or assigned to grantor and grantor's use of the property shall be without restriction.

Ad valorem taxes for the current year shall be prorated as of this date of this conveyance. Grantee assumes and agrees to pay ad valorem taxes for all subsequent years.

This conveyance is made "AS IS", and there is excepted from any warranty hereof, the following:

1. Any and all prior reservations or conveyances of oil, gas and other minerals in, on or under the subject property; and
2. Any and all prior valid existing oil, gas or mineral leases of record.
3. Any and all easements, rights-of-way, restrictive covenants or building restrictions of record pertaining to the subject property.

Grantor hereby disclaims any warranty, guaranty or representation, oral, implied or written, and, except in connection therewith, Grantor shall have no liability to Grantee, and Grantee releases Grantor from any liability (including, but not limited to, actions, for contributions or indemnity), of, as, concerning or with respect to (i) the nature and conditions of the Property, including but not limited to, the suitability thereof for any activity or use; (ii) any improvements or substances located thereon including without limitation, any hazardous substances; or (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. Subject to the foregoing, this conveyance is made on an "AS IS" basis, and by its acceptance of this quitclaim deed and in consideration of the conveyances contemplated herein, Grantee acknowledges that, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF TITLE, CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH REPRESENTATIONS AND WARRANTIES,

TO THE FULLEST EXTENT PERMITTED BY LAW, ARE HEREBY EXPRESSLY DISCLAIMED.

WITNESS the signature and seal of BANKPLUS, a Mississippi banking corporation, upon this, the _____ day of July, A.D., 2013.

**BANKPLUS,
A Mississippi Banking Corporation**

BY: _____
STEPHEN LAWLER, Senior Vice President

AGREED TO AND ACCEPTED, upon this the _____ day of July, A.D., 2013.

**THE CITY OF PICAYUNE,
A Municipal Corporation**

BY: _____
ED PINERO, JR., Mayor

ATTEST:

AMBER HINTON, City Clerk

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of July, 2013, within my jurisdiction, the within named **STEPHEN LAWLER**, who acknowledged that he is Senior Vice President, of **BANKPLUS**, a Mississippi banking corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing Special Warranty Deed after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI)
)
COUNTY OF PEARL RIVER)

PERSONALLY APPEARED before me, the undersigned authority in and for the said county and state, on this the _____ day of July, 2013, within my jurisdiction, the within named **ED PINERO, JR.** and **AMBER HINTON**, who acknowledged that they are Mayor and City Clerk of **THE CITY OF PICAYUNE**, a municipal corporation, and that for and on behalf of the said corporation, and as its act and deed, they executed and accepted the above and foregoing Special Warranty Deed after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

My Commission Expires:

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Stevens, seconded by Council Member Valente to recess until September 17, 2013.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Amber Hinton, City Clerk