

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, November 16, 2010, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Harvey Miller and City Clerk Priscilla Daniel.

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

Opening prayer was given by Rev. Hilliard, followed by the Pledge of Allegiance led by Boy Scout Luke Onstat.

**MOTION TO APPROVE MINUTES OF THE CITY OF PICAYUNE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the Minutes for the City of Picayune dated November 2, 2010.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT FOR OCTOBER 2010**

Motion was made by Council Member Watkins, seconded by Council Member Lane to acknowledge receipt of monthly privilege license report for October 2010.

REGULAR MEETING NOVEMBER 16, 2010

CITY OF PICAYUNE  
PRIV LIC ISSUED

DATE: 10/01/2010

PAGE: 1

LICENSE	ACCT	BUSINESS	AMOUNT
9835	1866	ADVANTAGE INSURANCE COMPANY	20.00
9747	1858	AIR-SERV GROUP, LLC	120.00
9793	1412	AMERICAN IRON PARTS PLUS	22.00
9737	6	ANIMAL HEALTH CLINIC	30.00
9775	1834	APRIL'S ART STUDIO	22.00
9771	1860	ASIAN SQUARE INC	35.00
9807	11	AVALON MARBLE	48.00
9740	1522	BENEFIT SOLUTIONS GROUP, LLC	20.00
9753	1019	BENNETT, ELJIE R	20.00
9829	1389	CAFE AMORE'	38.50
9805	27	CELLULAR SOUTH	62.50
9799	29	CENTURY 21 ERIC ENTERPRISES	20.00
9814	30	CHARLIE'S CUSTOM COLORS	50.00
9812	417	CHARTER COMMUNICATIONS	30.00
9808	391	COLDWELL BANKER	20.00
9826	1864	COMMUNITY THERAPY ASSOCIATES	30.00
9742	1681	CONSOLIDATED AGGREGATES	80.00
9755	1726	D & C INVESTMENT GROUP, LLC	20.00
9831	568	DANCEWEAR CONNECTION	44.00
9763	1798	DCS & ASSOCIATES	22.00
9765	1859	DCS INSTANT CARE CLINIC, INC	30.00
9837	626	DEPENDABLE AUTO PARTS	46.00
9811	1241	DINO'S STONE & MASONRY	50.00
9751	71	DOMINO'S PIZZA #5917	30.00
9756	1827	DOODLE BUGZ	22.00
9744	1766	ELITE REALTY	20.00

REGULAR MEETING NOVEMBER 16, 2010

CITY OF PICAYUNE  
PRIV LIC ISSUED

DATE: 10/01/2010

PAGE: 2

LICENSE	ACCT	BUSINESS	AMOUNT
9809	843	ENGINE WORLD OF MISS, LLC/	20.00
9843	1630	FATBOYS SMOKIN BBQ	22.00
9790	817	FISCHER & MCCRACKING PLUMBING LLC	22.00
9769	442	FLEMING CO	20.00
9810	114	GINN REALTY	70.40
9738	1614	GUARINO DISTRIBUTING CO, LLC	50.00
9806	77	HAIR GALLERY	22.00
9822	125	HARRISON FINANCE	30.00
9834	1210	HILL AUTO REPAIR & CLASSIC CAR	20.00
9789	513	HONEY DUE LLC	44.00
9780	759	HUNTER'S A/C REPAIR	22.00
9779	758	HUNTER'S ELECTRIC	22.00
9823	1642	ICON LUXURY DAY SPA	22.00
9774	1756	INSTANT BAIL BONDING	20.00
9818	1862	ISLAND BREEZE COFFEE HOUSE, LLC	20.00
9746	1283	JACOB'S WELL THRIFT STORE	20.00
9795	627	JAMES A EASTERLING	22.00
9815	1821	KATIE'S BOUTIQUE	22.00
9791	1682	KEITH GIOVENGO DBA BUZZ ELECTRIC	25.00
9792	138	KEITH'S CAR CARE	30.00
9839	983	LITTLE ANGELS BOUTIQUE	22.00
9758	1459	LOCK JOCK INC	33.00
9739	500	LOE REALTY, INC	20.00
9844	1261	MACDONALD ELECTRIC	20.00
9842	924	MID-STREAM MARINE	62.50
9783	1387	MS. T'S TAVERN	88.00

REGULAR MEETING NOVEMBER 16, 2010

CITY OF PICAYUNE  
PRIV LIC ISSUED

DATE: 10/01/2010

PAGE: 3

LICENSE	ACCT	BUSINESS	AMOUNT
9828	1532	NORHLAKE HEMATOLOGY/ONCOLOGY ASSOCIATES	20.00
9741	815	PAPA JOHN'S PIZZA	60.00
9827	1863	PAUL'S PASTRY PRODUCTIONS, LLC	80.00
9825	1865	PAUL'S PASTRY SHOP, LLC	50.00
9788	1576	PICAYUNE INN	33.00
9745	597	PICAYUNE MOTEL	30.00
9752	1048	PICAYUNE PHYSICAL THERAPY CTR	30.00
9773	601	PICAYUNE TAEKWONDO	20.00
9767	977	POSH	22.00
9777	287	QUALITY TECHNICAL SERVICE, LLC	22.00
9802	1471	R & R CUSTOM CABINETS	22.00
9798	81	REFLECTIONS BY PAMELA	20.00
9816	1861	ROSES ATTIC	20.00
9832	1455	SCRUBS N SUCH	22.00
9754	493	SHEAR IMAGES BEAUTY SALON	20.00
9770	1437	SOUTH MISSISSIPPI ICE HOUSE	30.00
9750	464	STAGE #348	150.00
9841	1811	SUN CITY OF THE GULF COAST, LLC	40.00
9761	960	THE POOCH PIT	20.00
9820	799	TOMMY HOWELL	55.00
9787	35	TVSA, LLC	33.00
9748	466	TWO SISTER'S KITCHEN	35.00
	74	TOTAL >>>	2,576.90

REGULAR MEETING NOVEMBER 16, 2010

CITY OF PICAYUNE  
NEW BUSINESS LISTING

DATE: 11/08/2010

PAGE: 1

ACCT	BUSINESS NAME	ORG DATE	LOCATION	APELICANT	PROD SRV
1858	AIR-SERV GROUP, LLC	10/05/2010	1370 MENDOTA HEIGHTS RD	AIR-SERV GROUP	AIR VAC MACHINE
1859	DCS INSTANT CARE CLINIC, INC	10/06/2010	3300 HWY 11 N STE C	RODNEY DYESS	INSTANT CARE
1860	ASIAN SQUARE INC	10/07/2010	1422 S BEECH ST	HUONG V TRAN	GAS STATION
1861	ROSES ATTIC	10/20/2010	61 DARBY LANE	LOIS KIRTLAND	RETAIL STORE
1862	ISLAND BREEZE COFFEE HOUSE, LLC	10/21/2010	117 N MAIN ST STE A	JAMES KYLE	COFFEE HOUSE
1863	PAUL'S PASTRY PRODUCTIONS, LLC	10/25/2010	1 SYCAMORE RD STE A	LACI BRUNSON	PASTRY MFG
1864	COMMUNITY THERAPY ASSOCIATES	10/25/2010	201 SECOND ST	LYNLEY BROWN	PEDIATRIC THERA
1865	PAUL'S PASTRY SHOP, LLC	10/25/2010	1 SYCAMORE RD STE A	LACI BRUNSON	PASTRY SHOP
1866	ADVANTAGE INSURANCE COMPANY	10/27/2010	4201 HWY 11 N STE B	SHANNA OUDER	INSURANCE

TOTAL >> 9

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS  
REQUEST REPORT FOR OCTOBER 2010**

Motion was made by Council Member Watkins, seconded by Council Member Lane to acknowledge receipt of the monthly public records request report for October 2010.

	1	2	3	4	5
1	<b>CITY OF PICAYUNE</b>				
2	<b>REPORT OF PUBLIC RECORDS REQUESTS</b>				
3	<b>OCTOBER 2010</b>				
4	<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
5	09/28/10	U.S. DEPARTMENT OF JUSTICE	COPY OF REPORT 2010-06-0174	09/28/10	APPROVED
6	09/27/10	FARM BUREAU	ACCIDENT REPORT # 2010-09-0827	09/27/10	APPROVED
7	09/27/10	FARM BUREAU	ACCIDENT REPORT # 2010-09-1157	09/27/10	APPROVED
8	09/28/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-09-1435	09/28/10	APPROVED
9	09/28/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-09-1035	09/28/10	APPROVED
10	09/28/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-08-2889	09/28/10	APPROVED
11	09/28/10	MICHAEL HINGLE & ASSOCIATES,	ACCIDENT REPORT # 2010-09-0048	09/28/10	APPROVED
12	09/27/10	SAFEWAY INSURANCE COMPANY	ACCIDENT REPORT # 2010-09-0474	09/27/10	APPROVED
13	09/27/10	PICKLES EXPRESS	ACCIDENT REPORT # 2010-09-0065	09/27/10	APPROVED
14	10/28/10	MATTHEW WILLIAMS	INCIDENT REPORT # 2010-10-0831	10/28/10	APPROVED
15	10/28/10	DANIEL JONES	RECORDS CHECK ON NEIL JOHN	10/28/10	APPROVED
16	10/27/10	THERESA HINES	RECORDS CHECK	10/27/10	APPROVED
17	10/27/10	UNITED STATES DISTRICT COURT	RECORDS CHECK ON NEIL JOHN	10/27/10	APPROVED
18	10/27/10	PRC SHERIFF'S DEPT	RECORDS CHECK ON HELEN VICTORIA	10/27/10	APPROVED
19	10/27/10	JOHN RYAN	RECORDS CHECK	10/27/10	APPROVED
20	10/25/10	SUSAN MCKEE	INCIDENT REPORT # 2010-10-1672	10/25/10	APPROVED
21	10/25/10	NICHOLSON ARMS APARTMENTS	RECORDS CHECK ON MARIE KELLY	10/25/10	APPROVED
22	10/25/10	UNITED STATES DISTRICT COURT	RECORDS CHECK ON BRAD BONANO	10/25/10	APPROVED
23	10/26/10	VANESSA HALL	INCIDENT REPORT # 2010-10-1125	10/26/10	APPROVED
24	10/25/10	UNITED STATES DISTRICT COURT	RECORDS CHECK ON ANGELA	10/25/10	APPROVED
25	10/21/10	UNITED STATES DISTRICT COURT	RECORDS CHECK	10/21/10	APPROVED
26	10/21/10	ELIZABETH CRONEY	RECORDS CHECK	10/21/10	APPROVED
27	10/20/10	G GERALD CRUTHIRD, P.A.	RECORDS CHECK	10/20/10	APPROVED
28	10/20/10	JAMARKUS DESHAWN STACKS	RECORDS CHECK	10/20/10	APPROVED
29	10/19/10	BRAD MADERE C/O APPLE	ACCIDENT REPORT # 2010-10-0720	10/19/10	APPROVED
30	10/20/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0557	10/20/10	APPROVED
31	10/19/10	SENTRY CLAIMS SERVICE	ACCIDENT REPORT # 2010-09-2245	10/19/10	APPROVED
32	10/20/10	ALFA INSURANCE COMPANY	ACCIDENT REPORT # 2010-08-0917	10/20/10	APPROVED
33	10/20/10	WILLIAM DAVIS	RECORDS CHECK	10/20/10	APPROVED
34	10/20/10	UNITED STATES DISTRICT COURT	RECORDS CHECK ON CHUTER DEVIN	10/20/10	APPROVED
35	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-09-1178	10/12/10	APPROVED
36	10/19/10	OSCAR RHODES	INCIDENT REPORT # 2010-10-0955	10/19/10	APPROVED
37	10/19/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0241	10/19/10	APPROVED
38	10/18/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0823	10/18/10	APPROVED
39	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0339	10/12/10	APPROVED
40	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0340	10/12/10	APPROVED
41	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-2399	10/12/10	APPROVED
42	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0048	10/12/10	APPROVED
43	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0326	10/12/10	APPROVED

REGULAR MEETING NOVEMBER 16, 2010

	1	2	3	4	5
1	<b>CITY OF PICAYUNE</b>				
2	<b>REPORT OF PUBLIC RECORDS REQUESTS</b>				
3	<b>OCTOBER 2010</b>				
4	<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/DENIED</u>	<u>ACTION</u>
44	10/12/10	LEXIS NEXIS	ACCIDENT REPORT # 2010-10-0251	10/12/10	APPROVED
45	10/18/10	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2010-10-0570	10/18/10	APPROVED
46	10/12/10	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2010-10-0063	10/12/10	APPROVED
47	10/12/10	PROGRESSIVE INSURANCE	ACCIDENT REPORT # 2010-09-1654	10/12/10	APPROVED
48	10/14/10	METROPOLITAN REPORTING	ACCIDENT REPORT # 2010-09-2126	10/14/10	APPROVED
49	10/14/10	METROPOLITAN REPORTING	ACCIDENT REPORT # 2010-09-2102	10/14/10	APPROVED
50	10/12/10	METROPOLITAN REPORTING	ACCIDENT REPORT # 2010-09-2245	10/12/10	APPROVED
51	10/12/10	METROPOLITAN REPORTING	ACCIDENT REPORT # 2010-09-2052	10/12/10	APPROVED
52	10/12/10	FARM BUREAU	ACCIDENT REPORT # 2010-09-1266	10/12/10	APPROVED
53	10/12/10	FARM BUREAU	ACCIDENT REPORT # 2010-10-1357	10/12/10	APPROVED
54	10/14/10	FARM BUREAU	ACCIDENT REPORT # 2010-10-0337	10/14/10	APPROVED
55	10/12/10	ALFA INSURANCE COMPANY	ACCIDENT REPORT # 2010-09-1619	10/12/10	APPROVED
56	10/12/10	MCDONALD & PATCH, LLC	ACCIDENT REPORT # 2008-08-1413	10/12/10	APPROVED
57	10/14/10	SAFeway INSURANCE COMPANY	ACCIDENT REPORT # 2010-10-0562	10/14/10	APPROVED
58	10/19/10	ALICIA WHITFIELD	RECORD'S CHECK	10/19/10	APPROVED
59	10/19/10	BETTY HENDRIX	INCIDENT REPORT # 2010-10-0824	10/19/10	APPROVED
60	10/19/10	NYESHA BROOKS	RECORD'S CHECK	10/19/10	APPROVED
61	10/19/10	HARRY JUKES	INCIDENT REPORT # 2010-10-0326	10/19/10	APPROVED
62	10/18/10	PRC SHERIFF'S DEPT	RECORDS CHECK ON WILLIAM MCGEE	10/18/10	APPROVED
63	10/18/10	CARR INSURANCE	ACCIDENT REPORT # 2010-05-3157	10/18/10	APPROVED
64	10/18/10	CITY OF PICAYUNE PUBLIC WORKS	RECORDS CHECK ON STANLEY ELLIS	10/18/10	APPROVED
65	10/18/10	RICHARD T SHERIDAN	RECORDS CHECK	10/18/10	APPROVED
66	10/14/10	BRINEY FORET CORRY ATTORNEYS	COPY OF CITATIONS FOR ACCIDENT	10/14/10	APPROVED
67	10/14/10	CITY OF PICAYUNE PUBLIC WORKS	RECORDS CHECK ON BRADLEY DALE	10/14/10	APPROVED
68	10/14/10	NURSING MANAGEMENT, INC	RECORDS CHECK ON JOY MAGEE	10/14/10	APPROVED
69	10/13/10	F.B.I NICS	INCIDENT REPORT # 2010-08-0751	10/13/10	APPROVED
70	10/13/10	MICHAEL HELM	ACCIDENT REPORT # 2010-10-0564	10/13/10	APPROVED
71	10/13/10	FARM BUREAU	INCIDENT REPORT # 2010-10-0557	10/13/10	APPROVED
72	10/12/10	BRANDIN CACIPPO	INCIDENT REPORT # 2010-04-1171	10/12/10	APPROVED
73	10/12/10	ANTHONY FRIERSON	INCIDENT REPORT # 2010-10-0040	10/12/10	APPROVED
74	10/12/10	YOUTH COURT DIVISION	RECORDS CHECK X3	10/12/10	APPROVED
75	10/07/10	HANCOCK COUNTY YOUTH COURT	RECORDS CHECK X3	10/07/10	APPROVED
76	10/07/10	GLENN BUTT	INCIDENT REPORT# 2010-10-0129	10/07/10	APPROVED
77	10/07/10	RICHARDO GUERRA	ACCIDENT REPORT # 2010-09-1439	10/07/10	APPROVED
78	10/07/10	UNITED STATES DISTRICT COURT	RECORDS CHECK	10/07/10	APPROVED
79	10/07/10	PRC SHERIFF'S DEPT	RECORDS CHECK ON TIMOTHY RYAN	10/07/10	APPROVED
80	10/07/10	KADEN LADNER	RECORDS CHECK	10/07/10	APPROVED
81	10/07/10	DENNIS BLAISE TRAINA JR	RECORDS CHECK	10/07/10	APPROVED
82	10/06/10	WILLIAM BAUMGARTNER	ACCIDENT REPORT# 2010-10-0329	10/06/10	APPROVED

	1	2	3	4	5
1	<b>CITY OF PICAYUNE</b>				
2	<b>REPORT OF PUBLIC RECORDS REQUESTS</b>				
3	<b>OCTOBER 2010</b>				
4	<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/DENIED</u>	<u>ACTION</u>
83	10/06/10	PRC SHERIFF'S DEPT	RECORD CHECK ENOS W VANBURGH	10/06/10	APPROVED
84	10/06/10	ROSON	INCIDENT REPORT # 2010-10-0129	10/06/10	APPROVED
85	10/06/10	JENNIFER LEE	RECORDS CHECK	10/06/10	APPROVED
86	10/06/10	WHEAT SOMMER	INCIDENT REPORT # 2010-09-2189	10/06/10	APPROVED
87	10/06/10	CITY OF PICAYUNE PUBLIC WORKS	RECORDS CHECK ON RICHARD KEITH	10/06/10	APPROVED
88	10/06/10	NAOMI DEWHURST	RECORDS CHECK	10/09/10	APPROVED
89	10/09/10	SETH BRELAND	INCIDENT REPORT # 2010-01-1420	10/06/10	APPROVED
90	10/04/10	HELEN ADAMS	INCIDENT REPORT # 2010-09-2004	10/04/10	APPROVED
91	10/04/10	VANESSA MCCROY	INCIDENT REPORT # 2010-09-1178	10/04/10	APPROVED
92	09/29/10	CITY OF PICAYUNE PUBLIC WORKS	RECORD CHECK ON JOSEPH	09/29/10	APPROVED
93	09/28/10	UNITED STATES DISTRICT COURT	RECORDS CHECK ON TEODULFO RUIS-	09/28/10	APPROVED
94	09/28/10	JIMMY ROGERS	ACCIDENT REPORT # 2010-09-1654	09/28/10	APPROVED
95	10/05/10	THOMAS TREADWAY	INCIDENT REPORT # 2010-09-1976	10/08/10	APPROVED
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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE PLANNING COMMISSION MINUTES DATED OCTOBER 12, 2010**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Planning Commission Minutes dated October 12, 2010.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACKNOWLEDGE PLANNING COMMISSION MINUTES DATED NOVEMBER 9, 2010**

Motion was made by Council Member Watkins, seconded by Council Member Lane to acknowledge receipt of Planning Commission Minutes dated November 9, 2010.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT MONTHLY BUDGET REPORT**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to accept the monthly budget report for the month of October 2010.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE TRAVEL REQUEST FOR AMBER HINTON**

Motion was made by Council Member Gouguet, seconded by Council Member Lane to approve Amber Hinton to travel to Baton Rouge for The Wage-Hour and FMLA Seminar for Public Agencies.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE PAYMENT OF INVOICE FROM ALLEN & HOSHALL REHABILITATE RUNWAY PROJECT**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize payment of Invoice # 4101004 from Allen & Hoshall for the Engineering on the Rehabilitate Runway 18/36 Project at the Airport in the amount of \$12,000.00 and invoice # 4101003 on the same project in the amount of \$10,725.00.



29 October 2010

Ms. Priscilla Daniel  
City of Picayune  
815 North Beech Street  
Picayune, MS 39466

**Re: FY 2010 Rehabilitate Runway 18/36  
Picayune Municipal Airport  
FAA 3-28-0060-016-2010**

Dear Ms. Daniel:

Enclosed is our Invoice No. 4101003 in the amount of \$10,725.00 for the bidding and construction phase services completed to date on the referenced project. Also enclosed is our Invoice No. 4101004 in the amount of \$12,000.00 for resident project representative services.

Please let me know if you have any questions or need additional information.

Sincerely,

**Allen & Hoshall**

A handwritten signature in blue ink, appearing to read "James C. Nelson", is written over the printed name and title. The signature is fluid and extends to the right.

James C. Nelson, PE  
Vice President

[jnelson@allenhoshall.com](mailto:jnelson@allenhoshall.com)

Enclosure

JCN/fb

pc: Andy Greenwood, Picayune Municipal Airport, w/Enclosure

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City of Picayune  
815 North Beech Street  
Picayune MS 39466

Invoice Date: 10/29/10  
Invoice #: 4101004  
Project #: 71611  
Project Manager: Nelson, JC  
Dept: 7000

For Professional Services Rendered through: 30 October 2010

Engineering services in connection with AIP Project in FY 2010 Rehabilitate Runway 18/36 at the Picayune Municipal Airport as funded through FAA Grant 3-28-0060-016-2010.

Total Resident Project Representative Phase Fee Authorized:	\$12,000.00
Percent Complete as of: 30 October 2010	100.00%
Fee Earned To Date	\$12,000.00
Less Previous Billings	0.00

**Total Amount Due This Invoice**

\$12,000.00

  
\_\_\_\_\_  
James C. Nelson, PE  
Vice President

29 OCT 2010  
Date

I:\CORRES\INVOICE\2010\Nelson\Picayune\71611 Rehab RW\4101004

713 South Pear Orchard Road, Suite 100      Ridgeland, Mississippi 39157-4807      Phone 601.977.8993      Fax 601.977.8924

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO EXECUTE LETTER TO PEARL RIVER COUNTY CONCERNING THE PRC KATRINA SUPPLEMENTAL CDBG PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize the Mayor to execute a letter to Pearl River County concerning the

PRC Katrina Supplemental CDBG Project which will require a permanent easement on city property to construct a roadway from Cooper Road to the proposed Wildwood Street and provide adequate drainage structures and to relocate existing utilities along the proposed Highland Commons Parkway and also to authorize Mayor to execute the quitclaim deed from the City of Picayune to Pearl River County the required property for the easement.

**ANTHONY HALES**  
President, District One  
**J. PATRICK LEE**  
Vice-President, District Four  
**CHARLES CULPEPPER**  
District Two



**HUDSON HOLLIDAY**  
District Three  
**SANDY KANE SMITH**  
District Five  
**DAVID EARL JOHNSON**  
Clerk of Board

**BOARD OF SUPERVISORS**  
PEARL RIVER COUNTY  
P.O. BOX 569  
POPLARVILLE, MS 39470  
(601) 403-2300  
(601) 403-2309 Fax  
**ADRIN LUMPKIN, JR.**  
County Administrator

August 23, 2010

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

RE: Pearl River County Katrina Supplemental CDBG Project  
Project Number: R-103-055-01-KED  
Notice of Interest

Dear Mayor Pinero:

The purpose of this letter is to comply with the federal regulations and guidelines requiring that we, by written communication, inform you by formal notice that the Pearl River County Board of Supervisors is interested in securing right of way and a permanent drainage and utility easement from the City of Picayune, which is shown on the attached plat maps. The reason for securing the right of way is to construct a roadway from Cooper Road to the proposed Wildwood Street and the permanent easement is needed to provide adequate drainage structures and to relocate existing utility lines along the proposed Highland Commons Parkway.

A copy of the brochure entitled "When a Public Agency Acquires Your Property", which describes the city's rights and outlines the county's procedures for securing the right of way and easement has been attached to this letter as well. In addition, please be advised that this notice is not a contractual offer or commitment to purchase your property.

In accordance with the applicable Real Property Acquisition Rules and Regulations, the county is required to have the right of way and permanent easement appraised and offer the city the appraised value of the property and easement. If the city chooses to have an appraisal of the right of way and easement, you will be notified by the appraiser as to when the inspection will be made. You or any representative of the city will have the right to accompany the appraiser on the inspection of the property if you wish to do so.

The City of Picayune also has the right to waive the right of an appraisal and donate the right of way and/or easement to the county. If the city chooses to donate the right of way and/or easement to the county, we must have written confirmation.

Please notify us as soon as possible of your decision concerning the right of way and permanent easement. If you have any questions concerning the above, please do not hesitate to contact me.

Sincerely,

Anthony Hales  
President

Attachments



**City of Picayune**

815 N. Beech Street  
Picayune, Mississippi 39466  
(601) 798-9770 Fax (601) 798-0564  
Email: picstaffasst@bellsouth.net

MAYOR  
Ed Pinero, Jr.

CITY MANAGER  
Harvey Miller

COUNCIL  
Larry E. Breland, Sr.  
Lynn Bumpers  
Wayne Gougnet  
Todd Lane  
Larry Watkins

September 7, 2010

Mr. Anthony Hales  
President  
Pearl River County Board of Supervisors  
Post Office Box 569  
Poplarville, MS 39470

RE: Pearl River County Katrina Supplemental CDBG Project  
Project Number: R-103-055-01-KED

Dear Mr. Hales:

Pursuant to the county's letter of interest dated August 23, 2010 concerning the county's CDBG Project referenced above, the City of Picayune has been informed that the county proposes to obtain right of way and a permanent easement on city property, in order to construct a roadway from Cooper Road to the proposed Wildwood Street and the permanent easement is needed to provide adequate drainage structures and relocate existing utilities along the proposed Highland Commons Parkway. The city has been given a copy of a brochure "When a Public Agency Acquires Your Property", which outlines the city's rights related to the county's acquisition of the right of way and the permanent easement.

The city has been informed of our rights to have an appraisal of the right of way and easement and an offer of just compensation by the county for the property and easement based on the appraisal. The City of Picayune chooses to waive our rights to an appraisal and wishes to donate the right of way and permanent easement to the Pearl River County Board of Supervisors.

Sincerely,

Ed Pinero  
Mayor

---

Prepared by:	Return to:
Christopher M. Howdeshell	Christopher M. Howdeshell
MSB # 10688	MSB #10688
Pittman, Howdeshell,	Pittman, Howdeshell,
Hinton & Hightower, PLLC	Hinton & Hightower, PLLC
Post Office Drawer 17138	Post Office Drawer 17138
Hattiesburg, MS 39404-7138	Hattiesburg, MS 39404-7138
Telephone: (601) 264-3314	Telephone: (601) 264-3314
Facsimile: (601) 261-3411	Facsimile: (601) 261-3311

Pearl River County, Mississippi  
Project No. R-103-055-01-KED

**QUITCLAIM DEED**

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

In consideration of the benefits inuring to the Grantor herein, the receipt and sufficiency of which are hereby acknowledged,

**City of Picayune, Mississippi,  
A Municipal Corporation  
815 North Beech Street  
Picayune, Mississippi 39466  
(601) 798-9770**

Grantor, does hereby convey, quitclaim and release unto

**Pearl River County, Mississippi  
Post Office Box 569  
Poplarville, Mississippi 39470  
(601) 403-2300**

Grantee, a permanent drainage and utility easement on, over, and across the property described in Exhibit "A" attached hereto and incorporated herein and all Grantor's right, title and interest in the property described in Exhibit "B" attached hereto and incorporated herein. Plats of the property described are attached hereto as a guide.

The purpose of this conveyance is to assist Grantee in securing the right-of-way necessary to construct connector roads to the proposed Highland Commons Parkway, as part of the above referenced project. Grantor fully understands that it has the right to receive just compensation for the property described herein based upon the approved appraisal value of the property. Grantor herein is waiving its right to just compensation and donating the property described herein to Grantee. Grantor further understand that it has the right to request that a fair market value appraisal of the property be made and it hereby waives that right.

It is further understood and agreed by this donation and conveyance that Grantor is waiving any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, its heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage and/or other damage, right or claim whatsoever.

REGULAR MEETING NOVEMBER 16, 2010

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010.

CITY OF PICAYUNE, MISSISSIPPI

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

TITLE: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Personally appeared before me, the undersigned authority in and for said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2010, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is \_\_\_\_\_ of the City of Picayune, Mississippi, a municipal corporation, and that for and on behalf of said corporation, and as its act and deed, executed the above and foregoing Quitclaim Deed, after being first duly authorized so to do.

{SEAL}

\_\_\_\_\_  
NOTARY PUBLIC

**DESCRIPTION PARCEL NO. 7-A (PERMANENT DRAINAGE & UTILITY EASEMENT)**

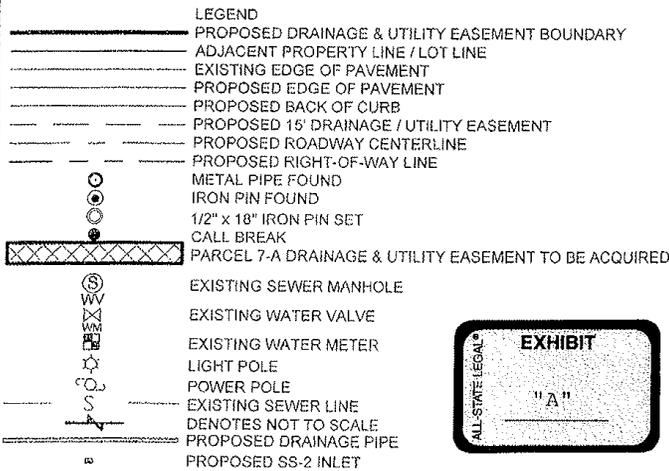
A description for a 1,739 square feet or 0.040 acres, more or less, tract of land located in the Northwest Quarter of the Northeast Quarter of Section 12, Township 6 South, Range 17 West, Pearl River County, MS and being more particularly described as follows:

Commencing at a one inch metal pipe found at the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 12, Township 6 South, Range 17 West, Pearl River County, MS. Thence run S00°39'07"W for a distance of 640.59 feet to an iron pin found; thence run N89°19'08"W for a distance of 367.04 feet to an iron pin found; thence continue N89°19'08"W along said line, for a distance of 352.96 feet to a point, thence run N88°35'52"W for a distance of 231.56 feet to the Northeast Corner of Lot 4, Berry Park Subdivision, Phase 1 as recorded in the Chancery Clerk's Office, Pearl River County, MS, and to a two inch metal pipe found; thence run N89°08'48"W along the North line of said Lot 4 for a distance of 81.83 feet to an iron pin set, thence run along a non tangent curve to the right, having a radius of 84.00 feet, an arc length of 26.03 feet, a Delta of 19°07'21", a tangent of 14.15 feet, a chord bearing of S41°12'18"E, and a chord distance of 27.91 feet to an iron pin set; thence run along a reverse curve to the left having a radius of 98.00 feet, an arc length of 1.32 feet, a Delta of 00°46'10", a tangent of 0.66 feet, a chord bearing of S32°01'43"E, and a chord distance of 1.32 feet to an iron pin set; thence run along a reverse curve to the right having a radius of 40.00 feet, an arc length of 13.89 feet, a Delta of 19°53'39", a tangent of 7.02 feet, a chord bearing of S22°27'58"E, and a chord distance of 13.82 feet to an iron pin set; thence run along a compound curve to the right having a radius of 118.00 feet, an arc length of 49.51 feet, a Delta of 24°02'29", a tangent of 25.13 feet, a chord bearing of S00°29'54"E, and a chord distance of 49.15 feet to an iron pin set; thence run along a reverse curve to the left having a radius of 1,045.00 feet, an arc length of 210.15 feet, a Delta of 11°31'21", a tangent of 49.51 feet, a chord bearing of S05°45'40"W, and a chord distance of 209.80 feet to an iron pin set; thence run South for a distance of 124.81 feet to the East Right-of-Way of Berry Park Blvd. and an iron pin set, said point being the POINT OF BEGINNING. From said POINT OF BEGINNING run South for a distance of 53.95 feet to an iron pin set; thence run along a curve to the right having a radius of 120.00 feet, an arc length of 58.74 feet, a Delta of 28°02'43", a tangent of 29.97 feet, a chord bearing of S14°01'22"W, and a chord distance of 58.15 feet to the West Right-of-Way of Berry Park Blvd. and an iron pin set; thence run N57°41'05"W along the said right-of-way for a distance of 15.05 feet to a point; thence run along a non tangent curve to the left, having a radius of 105.00 feet, an arc length of 50.28 feet; a Delta of 27°26'02", a tangent of 25.63 feet, a chord bearing of N13°43'01"E, and a chord distance of 49.80 feet to a point; thence run North for a distance of 69.12 feet to the East Right-of-Way of Berry Park Blvd. and an iron pin set; thence run along said right-of-way along a non tangent curve to the left, having a radius of 87.00 feet, an arc length of 9.98 feet, a Delta of 06°34'30", a tangent of 5.00 feet, a chord bearing of S43°47'06"E, and a chord distance of 9.98 feet to a point; thence continuing along said right-of-way run along a non tangent curve to the right, having a radius of 213.00 feet, an arc length of 11.36 feet, a Delta of 03°03'17", a tangent of 5.88 feet, a chord bearing of S46°28'43"E, and a chord distance of 11.35 feet back to the POINT OF BEGINNING.

**NOTE:**  
ALL BEARINGS, COORDINATES AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION AND ARE REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM THROUGH THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS). ALL DISTANCES SHOWN ON THIS PLAT ARE IN U.S. SURVEY FEET (3.28083333 US FT = 1 METER)

NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

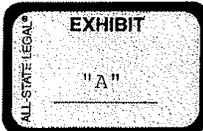
THE NORTH AND SOUTH PROPERTY LINES ARE SUBJECT TO ROAD ROW



**REFERENCE MATERIAL:**  
RECORDED SUBDIVISION PLAT OF BERRY PARK DEVELOPMENT PHASE ONE, RECORDED SUBDIVISION PLAT OF BERRYWOOD PHASE 2-A, DB 655 PG 283A-311A, DB 696 PG 496-499, DB 936 PG 40-44, DB 354, PG 288, DB 645 PG 278, DB 832 PG 144, DB 846 PG 389-390, DB 682 PG 164, DB 725 PG 434, DB 804 PG 410, DB 682 PG 164, DB 932 PG 144, OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS

**DATE OF FIELD SURVEY:**  
01/28/10

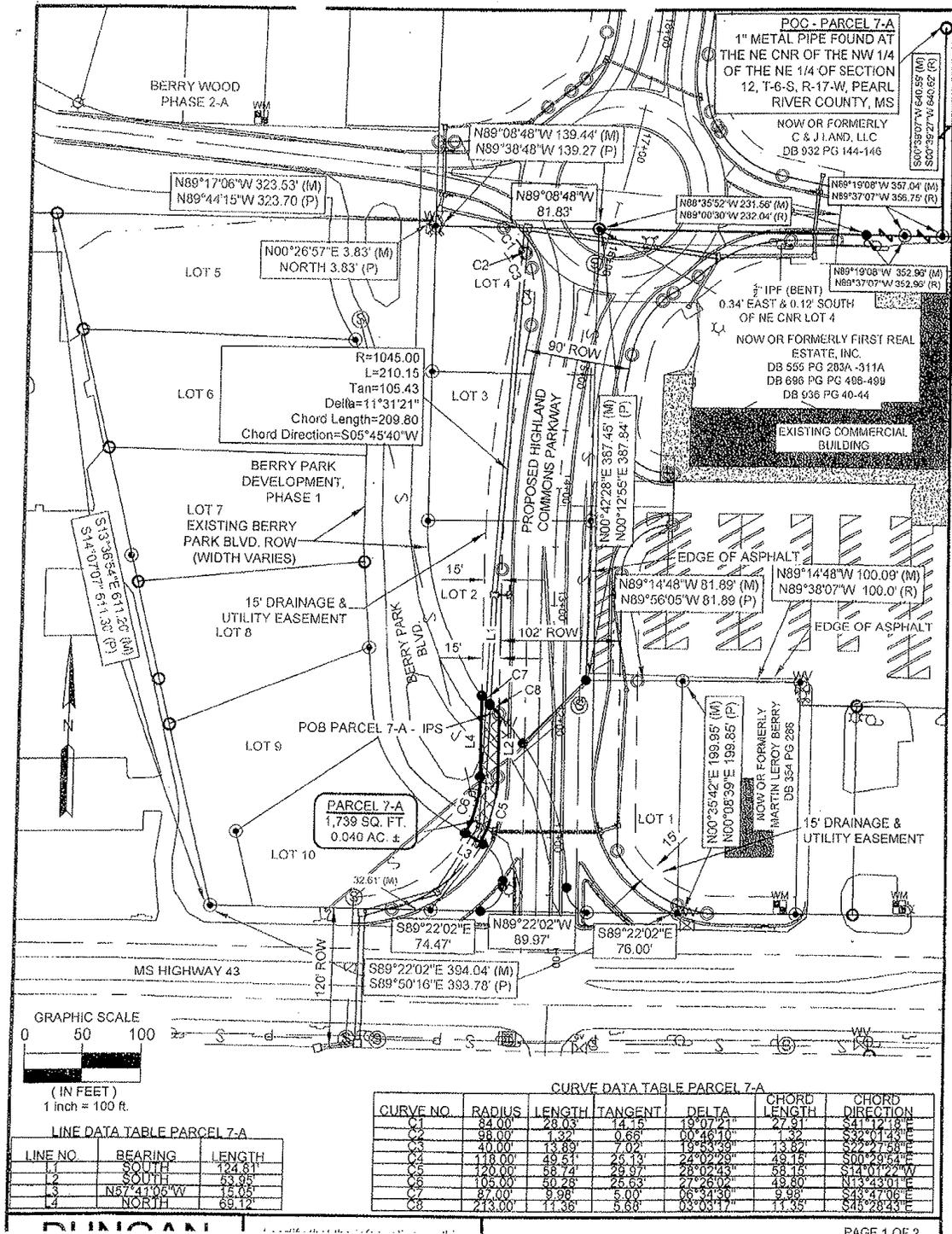
**ABBREVIATIONS:**  
MPP - METAL PIPE FOUND  
IPF - IRON PIN FOUND  
IPS - IRON PIN SET  
POC - POINT OF COMMENCEMENT  
POB - POINT OF BEGINNING  
AC - ACRE  
SQ. FT. - SQUARE FEET  
R - RADIUS  
L - ARC LENGTH  
TAN - TANGENT  
CNR - CORNER  
DB - DEED BOOK  
PG - PAGE  
(R) - RECORDED DIMENSION  
(P) - PLATTED DIMENSION  
(M) - MEASURED DIMENSION



**DUNGAN**

I certify that the information on this

PAGE 2 OF 2



LINE TABLE					
LINE	AS PER SURVEY		AS PER RECORD		ALONG THE BOUNDARY OF
	LENGTH	BEARING	LENGTH	BEARING	
L1	97.96'	S89°05'55"E	--	--	--
L2	30.02'	N37°43'28"E	--	--	--
L3	2.40'	NORTH	--	--	--
L4	9.59'	N89°46'25"E	--	S88°07'W	DB 659 PG 575
L5	70.59'	N89°46'25"E	70.00'	S88°07'04"W	DB 795 PG 203
L6	116.60'	N89°43'43"E	115.93'	S87°26'05"W	DB 908 PG 637
L7	54.73'	N85°41'17"E	55.00'	S87°45'W	DB 771 PG 306
L8	151.81'	N88°36'35"E	151.80'	S87°45'W	DB 780 PG 108
L9	54.77'	S22°41'23"W	--	--	--
L10	128.19'	S88°36'35"W	--	--	--
L11	55.22'	S85°41'17"W	--	--	--
L12	118.30'	S89°43'43"W	--	--	--
L13	233.68'	S89°46'25"W	234.0'	N88°07'E	DB 659 PG 575
L14	13.11'	N89°20'43"W	--	N88°59'52"E	DB 659 PG 575

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	275.00'	227.48'	47°23'48"	120.71'	N61°25'20"E	221.05'
C2	325.00'	117.49'	20°42'44"	59.39'	N48°04'49"E	116.85'
C3	325.00'	175.32'	30°54'28"	89.85'	N73°53'26"E	173.20'

**DESCRIPTION PARCEL NO. 11 (PERMANENT RIGHT-OF-WAY)**

A description for a 0.673 acres, more or less, tract of land located in the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 South, Range 17 West, Pearl River County, MS and being more particularly described as follows:

Commencing at a one inch metal pipe found at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 1, Township 6 South, Range 17 West, Pearl River County, MS.; thence run S89°05'55"E along the south line of Section 1 for a distance of 97.96 feet to a point; thence run along a non-tangent curve to the left having a radius of 275.00 feet, an arc length of 227.48 feet, a Delta of 47°23'48", a tangent of 120.71 feet, a chord bearing of N61°25'20"E, and a chord distance of 221.05 feet to an iron pin set; thence run N37°43'28"E for a distance of 30.02 feet to an iron pin set; thence run along a curve to the right having a radius of 325.00 feet, an arc length of 117.49 feet, a Delta of 20°42'44", a tangent of 59.39 feet, a chord bearing of N48°04'49"E, and a chord distance of 116.85 feet to an iron pin set on the south right of way line of Wildwood Street and the POINT OF BEGINNING. From said POINT OF BEGINNING continue along a curve to the right having a radius of 325.00 feet, an arc length of 175.32 feet, a Delta of 30°54'28", a tangent of 89.85 feet, a chord bearing of N73°53'26"E, and a chord distance of 173.20 feet to an iron pin set; thence run North for a distance of 2.40 feet to an iron pin set on the north right of way line of Wildwood Street, said point also being the south boundary line of a tract of land described in DB 659 PG 575; thence run along said south boundary line N89°46'25"E for a distance of 9.59 feet to an iron pin found; thence run N89°46'25"E along the south boundary line of DB 795 PG 203 for a distance of 70.59 feet to a metal pipe found; thence run N89°43'43"E along the south boundary line of DB 908 PG 637 for a distance of 116.60 feet to an iron pin found; thence run N85°41'17"E along the south boundary line of DB 771 PG 306 for a distance of 54.73 feet to a crimp top found; thence run N88°36'35"E along the south boundary line of DB 780 PG 108 for a distance of 151.81 feet to a metal pipe found on the west right of way line of Cooper Road; thence run S22°41'23"W along said west right of way line of Wildwood Street, the remaining calls: S88°36'35"W for a distance of 128.19 feet to a point; S85°41'17"W for a distance of 55.22 feet to a point; S89°43'43"W for a distance of 118.30 feet to a point; S89°46'25"W for a distance of 233.68 feet to a point; N89°20'43"W for a distance of 13.11 feet back to the POINT OF BEGINNING.

**NOTE:**  
 ALL BEARINGS, COORDINATES AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION AND ARE REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM THROUGH THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS). ALL DISTANCES SHOWN ON THIS PLAT ARE IN U.S. SURVEY FEET (3.28083333 US FT = 1 METER)

NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

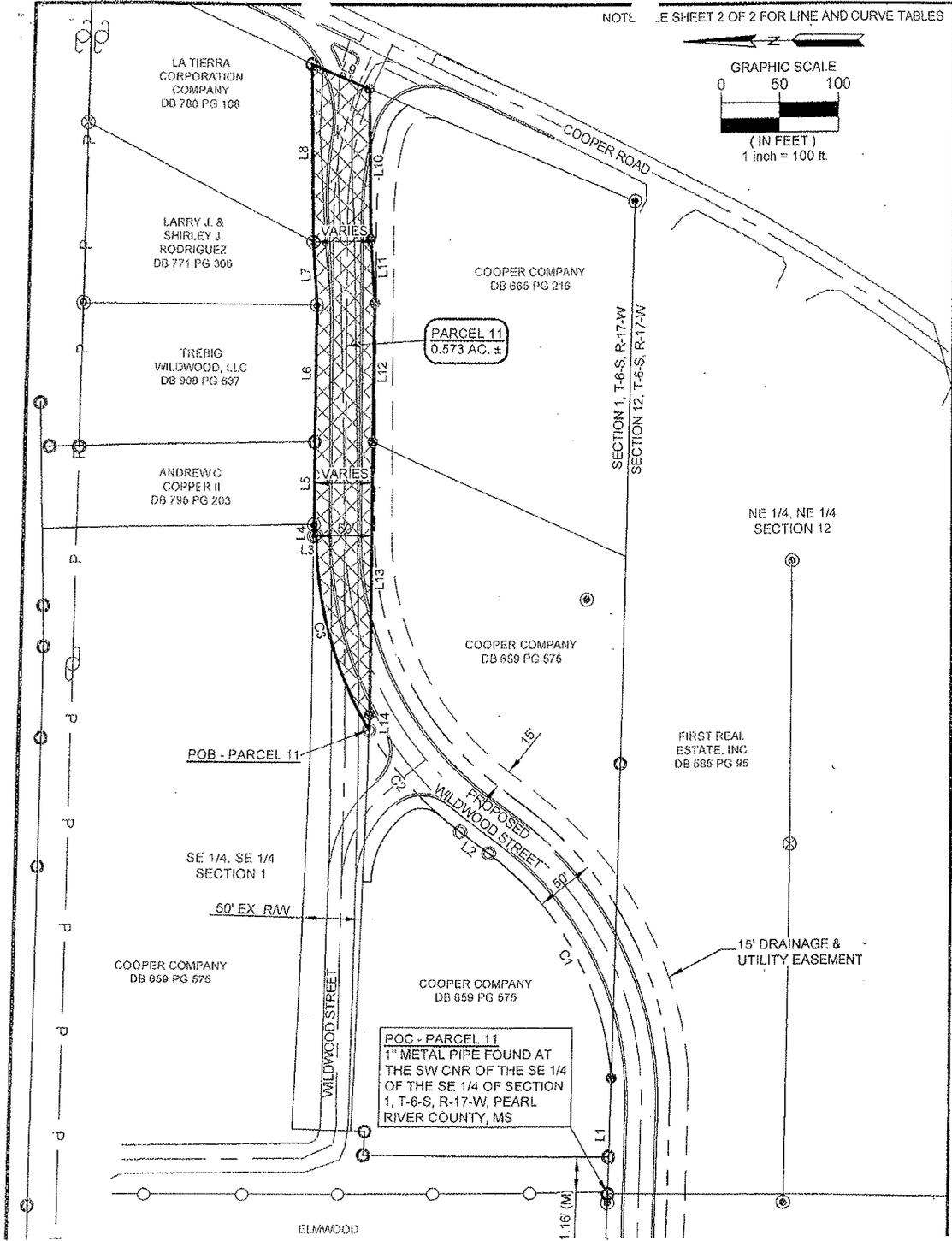
**REFERENCE MATERIAL:**  
 RECORDED SUBDIVISION PLAT OF THE WOODS, DB 659 PG 575, DB 795 PG 203, DB 820 PG 367, DB 607, PG 527, DB 650 PG 281, DB 885 PG 95, DB 580 PG 470, DB 156 PG 480, DB 895 PG 643, DB 771 PG 307, DB 895 PG 645, DB 780 PG 108, DB 322 PG 273, DB 734 PG 366, DB 933 PG 421, DB 865 PG 386, OWNERSHIP MAPS, USGS QUADS, AERIAL PHOTOS

DATE OF FIELD SURVEY:  
 07/13/10

ABBREVIATIONS:  
 POC - POINT OF COMMENCEMENT  
 POB - POINT OF BEGINNING



- LEGEND**
- PROPOSED RIGHT-OF-WAY BOUNDARY
  - ADJACENT PROPERTY LINE / LOT LINE
  - EXISTING EDGE OF PAVEMENT
  - PROPOSED EDGE OF PAVEMENT
  - PROPOSED BACK OF CURB
  - PROPOSED 15' DRAINAGE / UTILITY EASEMENT
  - PROPOSED ROADWAY CENTERLINE
  - PROPOSED RIGHT-OF-WAY LINE
  - CHAINLINK FENCE
  - METAL PIPE FOUND
  - ⊙ IRON PIN FOUND
  - ⊙ 1/2" x 18" IRON PIN SET
  - ⊙ CRIMP TOP FOUND
  - ⊙ CALL BREAK
  - ⊙ PARCEL 11 RIGHT-OF-WAY TO BE ACQUIRED



The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO EXECUTE CONTRACT BETWEEN CITY OF PICAYUNE AND HENSLEY R LEE CONTRACTING, INC FOR THE RELOCATION OF 6' HIGH PRESSURE GAS LINE**

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Mayor to execute the contract between the City of Picayune and Hensley R. Lee Contracting, Inc. for the Relocation of 6" High Pressure Gas Line.

SECTION 00510

CONSTRUCTION CONTRACT

This Contract made and entered into this 19th day of October by and between Hensley R. Lee Contracting, Inc., party of the first part, hereinafter called the CONTRACTOR, and the Mayor and City Council of the City of Picayune, Mississippi, through its governing body and authorized representative, party of the second part, hereinafter called the OWNER.

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

The CONTRACTOR shall, in good and workmanlike manner and at his own cost and expenses, furnish all labor, materials, plans, and equipment necessary to construct the

**6" High Pressure Gas Line Martin Luther King to Palestine Rd.**

1. It is expressly understood and agreed by the parties hereto that the Table of Contents, Notice to Bidders, Instructions to Bidders, Proposal, Construction Contract, Performance Bond, Payment Bond, General Provisions, Special Conditions, Specifications, and other items attached hereto, the accompanying drawings in explanation of all details and changes which may be furnished to the CONTRACTOR as provided herein, are each and all, by reference hereto, incorporated herein and together with this Construction Contract constitute the Contract.
2. The CONTRACTOR agrees to execute a Performance Bond and a Payment Bond in the form prescribed, in an amount equal to not less than one hundred percent (100%) of the Contract Price, with a surety or sureties satisfactory to the OWNER.
3. The CONTRACTOR shall begin work under this Contract within ten (10) calendar days after the date of Work Order, and he shall faithfully execute and fully complete all work hereunder within 120 consecutive calendar days from and after the tenth calendar day following the date of Work Order.
4. The Contract Price set forth under Paragraph 6 below shall represent the total of all sums due the CONTRACTOR for work installed under this Contract. No verbal or written order of the OWNER or ARCHITECT/ENGINEER or any of their employees shall modify or act as a waiver of the Contract Price, and the Contract Price shall not be modified in any fashion except by execution by the parties hereto of a Contract Amendment recommended by the Architect/Engineer, approved by the OWNER, and prepared in a form acceptable to the OWNER. The execution of an approved Contract Amendment by the parties hereto shall automatically modify the Contract Price in accordance with such executed Contract Amendment, after which the amended Contract Price shall govern until further amended by additional Contract Amendment(s).
5. In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the OWNER, the OWNER shall pay and the CONTRACTOR shall receive the lump sums and/or unit prices stipulated in the Contractor's Proposal in the total amount of:

Five Hundred Three Thousand, Five Hundred Five Dollars  
and No Cents (\$ 503,505.00),

00510-1

which total sum shall be known as the Contract Price, as full compensation for all work furnished and installed by the CONTRACTOR under this Contract, except that the Contract Price shall be subject to increase or decrease in accordance with Contract Amendments as provided for under Paragraph 5 above. Payments for said work shall be due and payable as set forth under Paragraph 7 below.

6. The OWNER shall make payment for work performed by the CONTRACTOR, as follows:

On the first day of each month, or as soon thereafter as practicable, the CONTRACTOR shall prepare and submit to the ARCHITECT/ENGINEER for approval a duly certified estimate of the work performed during the preceding calendar month, and the value thereof. The estimate shall include all labor and materials incorporated in the work, and all materials suitably stored at the site of the work. Upon ARCHITECT/ENGINEER'S approval of the estimate, and not later than the fifteenth day of each calendar month, the OWNER shall pay to the CONTRACTOR ninety percent (90%) of the value of the estimate.

- a. Withholding of not more than 10 percent of the payment claimed until Work is 50 percent complete;
- b. When Work is 50 percent complete, reduction of the withholding to 5 percent of the dollar value of all Work satisfactorily completed to date provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding.
- c. When the Work is 50 percent complete, a 5 percent retainage shall be held until work is substantially complete;
- d. When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.
- e. The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Final payment shall be made to the CONTRACTOR by the OWNER within thirty (30) days after:

- a. The completion of the project;
- b. The approval by the ARCHITECT/ENGINEER of all performed under the contract;
- c. The acceptance of the work by the OWNER;
- d. Compliance by the CONTRACTOR with the terms and conditions of Paragraph 8 below; and
- e. The preparation by the CONTRACTOR and approval by the ARCHITECT/ENGINEER of a final estimate of the cost of the completed work.

Final payment to the CONTRACTOR shall equal the approved final estimate of cost less the aggregate of all previous payments to the CONTRACTOR, and less all liquidated damages assessed in accordance with the terms of this Contract.

Monthly or final payments to the CONTRACTOR delayed by the OWNER for more than 30 days after ARCHITECT/ENGINEER'S approval thereof shall accrue interest payable to the CONTRACTOR at the rate of 8 percent per annum.

7. Upon completion by the CONTRACTOR of all work covered by the Contract and prior to final payment to the CONTRACTOR for the work performed, the CONTRACTOR shall deliver to the OWNER in the forms attached hereto:
- a. Releases of all liens and of rights to claim any liens, from all Subcontractors and material suppliers furnishing labor and/or materials for the project; and

00510-2

- b. An affidavit by the CONTRACTOR to the effect that payment has been made for all labor used on or for the construction of the project.
- 8. Neither the inspection of the ARCHITECT/ENGINEER or OWNER or any of their employees, nor any decision, interpretation, order, measurements, or certificate by the ARCHITECT/ENGINEER or OWNER, nor any order by the OWNER for payment of money, nor any payment for or acceptance of the whole or any part of the work by the ARCHITECT/ENGINEER or OWNER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the OWNER, or of any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to all other suits, actions, or legal proceedings, the OWNER shall also be entitled as of rights to writ of injunction against any breach of any of the provisions of the Contract.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed and have hereto set their hands on the day and year first above written.

APPROVED AS TO FORM:

WITNESSES:

*Abbie Zetser*  
*[Signature]*

Hensley R. Lee Contracting, Inc.  
 Contractor  
*[Signature]*  
 Signature  
John C. Lee - V/P  
 Title

WITNESSES:

*David P. Donice*  
*[Signature]*

CITY OF PICAYUNE  
 Owner  
*[Signature]*  
 Signature  
Mayor  
 Title

(In the event the Contractor is a Corporation, his Corporate Seal shall be affixed.)

00510-3

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO EXECUTE CONTRACT MODIFICATION FOR THE EECBG GRANT (SCHOOL DISTRICT) AGREEMENT (GT11-0810-071)**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to authorize Mayor to execute the Contract Modification for the EECBG Grant

(School District) Agreement (GT11-0810-071). This modification results in a \$.00 net change in the MDA Grant Agreement Funds.



**City of Picayune**

815 N. Beech Street  
Picayune, Mississippi 39466  
(601) 798-9770 Fax (601) 798-0564  
Email: picstaffasst@bellsouth.net

MAYOR  
Ed Pinero, Jr.

CITY MANAGER  
Harvey Miller

COUNCIL  
Larry E. Breland, Sr.  
Lynn Bumpers  
Wayne Gouguet  
Todd Lane  
Larry Watkins

November 15, 2010

Martin Cooley  
Project Manager, Sr  
MDA – Stimulus Division

RE: Contract Modification/Amendment

Dear Mr. Cooley:

The City of Picayune would like to request that the EECBG Grant Agreement (GT11-0810-071) be modified as described below.

From: South Side Elementary School  
Installation of 4 Ton 18 SEER HVAC unit (16)  
Installation of 5 Ton 18 SEER HVAC unit (4)

To: South Side Elementary School  
Installation of 4 Ton 14 SEER HVAC unit (16)  
Installation of 5 Ton 14 SEER HVAC unit (4)

This results in a \$0.00 net change in the MDA Grant & Match Agreement Funds.

Sincerely,

Ed Pinero  
Mayor

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR AND CITY CLERK TO EXECUTE THE LOAN AGREEMENT  
AND THE PROMISSORY NOTE FOR THE CITY OF PICAYUNE CAP LOAN 10-297-  
CP-01**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to authorize Mayor and City Clerk to execute the Loan Agreement and the Promissory Note for the City of Picayune CAP Loan 10-297-CP-01 as Match for the CDBG Water Improvements.



**STATE OF MISSISSIPPI**  
HALEY BARBOUR, GOVERNOR  
**MISSISSIPPI DEVELOPMENT AUTHORITY**  
GRAY SWOOPE  
EXECUTIVE DIRECTOR

November 8, 2010

**UPS GROUND**

Honorable Edward Pinero  
Mayor  
City of Picayune  
815 North Beech Street  
Picayune, Mississippi 39466

Dear Mayor Pinero:

SUBJECT: Loan Agreement and Promissory Note – City of Picayune 10-297-CP-01

I am pleased to notify you that two copies of the loan agreement and promissory note for your approved Capital Improvements Revolving Loan (CAP) project are enclosed. Please read the documents carefully, then sign both copies, keep one for your files, and return the other one to this office no later than **November 30, 2010**.

Please mail to: **Mississippi Development Authority, Attention: Community Services Division, Post Office Box 849, Jackson, MS 39205**. A Request for Cash Form for use in requesting funds on a "cash needs" basis is also enclosed. This form can be down loaded in excel format from [www.mississippi.org](http://www.mississippi.org). Also included is a copy of our Project Sign Policy Statement. CAP funds cannot be utilized for Project Signs.

Congratulations on receiving this CAP loan to carry out this community development program to improve the quality of life in Picayune. If you have any questions please call Mike Chadwick at 601-359-6677.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven C. Hardin", with a horizontal line extending to the right.

Steven C. Hardin  
Director, Community Services Division

SCH: msa

Enclosures

**MISSISSIPPI DEVELOPMENT AUTHORITY  
CAPITAL IMPROVEMENTS LOAN PROGRAM**

**PROMISSORY NOTE #10-297-CP-01**

November 1, 2010

Not to exceed \$600,000

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the Mississippi Development Authority ("MDA") or its assigns, the principal sum not to exceed Six Hundred Thousand Dollars (\$600,000), together with interest on the unpaid principal balance thereof until fully and finally paid at the rate of two percent (2%) per annum, together with all other amounts payable by the Borrower under the Agreement (as hereinafter defined).

This Note has been executed under and pursuant to a Loan Agreement dated as of the date hereof between MDA and the Borrower (the "Agreement") which Agreement is incorporated herein in its entirety by reference. This Note is issued to evidence the obligation of the Borrower under the Agreement to repay the Loan (as defined in the Agreement) made by MDA thereunder. The Agreement includes provisions for prepayment of this Note. In the event that the terms of this Note conflict with the terms of the Agreement, the terms of the Agreement shall control.

As provided in the Agreement and subject to the provisions thereof, payments hereon are to be made to MDA at the address specified in the Agreement and on the dates and in the amounts as specified in the Agreement.

If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Mississippi, the due date thereof shall be extended to the next succeeding business day. Upon the occurrence of an event of default under the Agreement, the entire amount outstanding under this Note may be declared due and payable as provided in the Agreement. Upon such declaration, the Borrower shall pay all costs, disbursements, expenses and reasonable attorney's fees of MDA in seeking to enforce their rights under the Agreement and this Note.

The Borrower (a) waives diligence, demand, presentment for payment, notice of non-payment, protest and notice of protest and notice of any renewals of extensions of this Note and (b) agrees that the time for payment of this Note may be extended at the sole discretion of MDA without impairing its liability hereon. Any delay on the part of MDA in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one (1) default shall not operate as a waiver in the event of any subsequent or continuing default.

This Note must be signed and attested by duly authorized officers of the Borrower and sealed with the seal of the Borrower.

This Note shall be governed and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name all as of the day and year first above written.

(S E A L)

City of Picayune

Attest

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**MISSISSIPPI DEVELOPMENT AUTHORITY  
CAPITAL IMPROVEMENTS LOAN PROGRAM**

**LOAN AGREEMENT #10-297-CP-01**

**THIS LOAN AGREEMENT**, dated as of November 1, 2010 (this "Agreement") by and between the Mississippi Development Authority ("MDA") and the entity set forth in Item 1 of Annex A (the "Applicant").

**WITNESSETH:**

**WHEREAS**, the Mississippi Capital Improvements Act, Section 57-1-301 (the "Act"), was enacted and authorized MDA to make interest-bearing loans to local entities for capital improvements; and

**WHEREAS**, the Applicant has agreed to retain title to the capital improvements and has requested MDA to finance a portion of the cost associated with the development of these improvements, more particularly described in Item 2 of Annex A (the "Project"); and

**WHEREAS**, pursuant to the Act and the guidelines adopted by MDA under the Act (the "Guidelines"), the Applicant has filed an application (the "Application") with MDA for a loan to be used for the development of the Project, more particularly described in Item 2 of Annex A (the "Project"); and

**WHEREAS**, based upon the Application and other relevant factors, MDA has agreed to provide the Applicant with a loan under the Act in the amount set forth in Item 3 of Annex A (the "Loan") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project by the Applicant; and

**WHEREAS**, to secure the payment of the Loan, the Applicant has authorized, executed, and delivered the Note (as hereinafter defined) to MDA.

**NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:**

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

**SECTION 1. Loan.** Subject to and upon the terms and conditions set forth herein, MDA agrees to make the Loan to the Applicant and the Applicant agrees to borrow the proceeds of the Loan from MDA. The Loan will be evidenced by a promissory note payable to the order of MDA and dated as of the date hereof in substantially the form attached hereto as Exhibit A attached hereto (the "Note"), which Note shall bear interest at the rate or rates per annum set forth in Item 4 of Annex A and as shown on the face of the Note. Subject to the provisions of this Agreement, the Act, the Application, and the Guidelines, and upon execution of this Agreement, the Note and any other documents required by MDA to secure the Applicant's repayment of the Loan, MDA shall pay the proceeds of the Loan unto the Applicant in order to finance, in part, the Project. The Applicant can submit only one request for cash per month to MDA, and the total amount of requested funds for the project cannot exceed the maximum loan amount. The amount of the request can only be for eligible costs on current cash needs basis. All loan funds must be expended within one year from the date of the loan or the funds shall be recalled unless prior written approval is obtained from MDA.

**SECTION 2. Loan Payments and the Note.** All payments payable by the Applicant under this Agreement and the Note (the "Loan Payments") are due and payable at the times and in the amounts set forth in Item 4 of Annex A. MDA directs the Applicant, and the Applicant agrees to pay to MDA, at the address set forth in Section 9 hereinbelow, all payments payable by the Applicant pursuant to this Agreement.

REGULAR MEETING NOVEMBER 16, 2010

Failure of the Applicant to meet its repayment obligations shall result in the forfeiture of sales tax allocation and/or homestead exemption reimbursement in an amount sufficient to repay obligations due pursuant to Section 57-1-303(3) of the Act.

The Applicant shall execute the Note to evidence its obligation to make the Loan Payments and any other sums payable by the Applicant hereunder.

It is understood and agreed that all Loan Payments by the Applicant under this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by MDA, or the State of any obligation to the Applicant, whether hereunder or otherwise, or out of any indebtedness or liability at anytime owing to the Applicant by MDA or the State.

The Applicant may, at its option, at any time and from time to time prepay the Loan without premium or penalty.

**SECTION 3. Representations of MDA.** MDA makes the following representations as the basis for the undertakings on the part of the Applicant herein contained.

(a) MDA is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Agreement.

(b) MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) MDA is not in default under any provisions of the laws of the State material to the performance of its obligations under this Agreement.

(d) MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditor's rights generally or (2) by the availability of any discretionary equitable remedies.

(e) The Loan for the activity or activities described in Annex A Item 2 to the Applicant, as provided by this Agreement, will further the purposes of the Act, to wit: to assist local entities in the providing capital improvements.

**SECTION 4. Representations of the Applicant.** The Applicant makes the following representations as the basis for the Loan and the undertakings on the part of MDA herein contained:

(a) The Applicant has all necessary power and authority to enter into and perform its duties under this Agreement and the Note and, when adopted or when executed and delivered by the respective parties hereto and thereto, this Agreement and the Note will constitute legal, valid, and binding obligations of the Applicant enforceable in accordance with their respective terms except to the extent that the enforceability of the rights set forth herein and therein may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein and therein may be limited by the validity of any particular remedy. The execution and delivery of this Agreement and the Note and compliance with the provisions of each, will not conflict with, or constitute a breach of or default under, the Applicant's duties under any law, administrative regulation, court decree, resolution, charter, by-laws, or other agreement to which the Applicant is subject or by which it is bound.

(b) There is no consent, approval, authorization or other order of, filing with, or certification from any regulatory authority having jurisdiction over the Applicant required for the execution and delivery or the consummation by the Applicant of any of the transactions contemplated by this Agreement and the Note that have not already been obtained.

(c) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, governmental agency or body pending or, to the best knowledge of the Applicant, after reasonable investigation and due inquiry, threatened against the Applicant to restrain or enjoin the execution or delivery of the Note, or the making of the Loan Payments contemplated by this Agreement and the Note, or in any way contesting or affecting the validity of this Agreement and the Note or contesting the powers of the Applicant to adopt, enter into or perform its obligations under any of the foregoing or materially and adversely affecting the properties or conditions (financial or otherwise) or existence or powers of the Applicant.

(d) It shall comply with the terms and provisions of this Agreement, the Note, the Act, and the Guidelines.

(e) It is not in default under any previous loans from MDA, the State, or the Federal Government.

(f) All information furnished by the Applicant to MDA for the purpose of approving the Loan, including, but not limited to, the Application, is true, accurate, and complete as of the date hereof and thereof.

(g) The Loan is being made to finance the Project and will not be used for any other purpose.

**SECTION 5. Covenants of the Applicant.** The Applicant covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, as follows:

(a) The Applicant will retain title, maintain, preserve, keep the Project in good working order, and condition. For water and wastewater improvements, the Applicant must have established a reserve fund prior to loan closing and the fund should have the equivalent of one year maintenance cost at the end of the first year. For improvements in fire protection, the Applicant must meet the National Fire Protection Association (NFPA) standards in the 1900 series.

(b) The Applicant shall not, without the prior written consent of MDA, create, assume, or otherwise suffer to exist any mortgage, pledge, or other encumbrance upon the Project.

(c) The Applicant shall promptly give to MDA written notice of any event of default as specified in Section 9 hereof or any event that, upon lapse of time or notice or both, would become an event of default.

(d) **Application of the Mississippi Employment Protection Act of 2008.** All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program. Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

**SECTION 6. Defaults and Remedies.** The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by the Applicant to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;
- (b) Failure by the Applicant to observe and perform in any material way, any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of MDA within the earlier of ten (10) days after actual knowledge thereof by the Applicant or written notice, specifying such failure and requesting that it be remedied, is given to the Applicant by MDA;
- (c) Any written representation or written warranty made by the Applicant in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Applicant of this Agreement;
- (d) The Applicant shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiescence in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Applicant shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Applicant shall make an assignment for the benefit of its creditors; or the Applicant shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due;
- (e) There shall be filed against the Applicant an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and such petition is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of the Applicant for all or a substantial part of its property shall be appointed without the consent or approval of the Applicant or a warrant of attachment, execution or similar process against any substantial part of the property of the Applicant is issued; and continuance of any such events for thirty (30) days undismitted or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code; or
- (f) There is a material adverse change in the financial condition of the Applicant which would, in the opinion of MDA endanger MDA's ability to collect the Loan.

Whenever an event of default shall have occurred and be continuing, MDA may at any time thereafter, at their option, declare the Loan to be due and payable, whereupon the maturity of the then unpaid balance of the Loan shall be accelerated and the same shall forthwith become due and payable without presentment, demand, protest or notice of any kind, all or which are hereby expressly waived, anything contained herein or in the Note to the contrary notwithstanding, and MDA may take any action at law or in equity to enforce this Agreement to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Applicant under this Agreement or the Note. No remedy conferred upon or reserved to MDA by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission or exercise any right or power occurring upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If the Applicant shall default under any of the provisions of this Agreement and MDA shall employ attorneys or incur other expenses for collection of the Loan Payments or for the enforcement or performance or observance of any obligation or agreement on the part of the Applicant contained in this Agreement or the Note, the Applicant, will on demand therefore pay the reasonable fees and expenses of MDA and its attorneys as they are incurred including all fees of counsel incurred for negotiation, trial, appeals or ruling of any lower tribunals, administrative hearings, bankruptcy and creditors' reorganization proceedings.

(g) All cost and disbursements must be in accordance with the loan agreement and the Mississippi Capital Improvements Act . . . 57-1-301 *et seq.* for eligible cost. If any cost or disbursements are ineligible, the Applicant is in default and must reimburse the MDA for the ineligible cost and any accrued interest.

**SECTION 7. Compliance with Environmental Laws.** The Applicant shall cause all business, operations, and activities at or upon the Project at all times during the term of this Agreement to be conducted in compliance with all applicable federal, state, or local laws, ordinances, rules or regulations concerning public health, safety or the environment. These include, but are not limited to, the following:

- (a) The Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C., . . . 9601 *et seq.*;
- (b) The Resource Conservation and Recovery Act, as amended, 42 U.S.C. . . . 6901 *et seq.*;
- (c) The Clean Water Act, as amended, 33 U.S.C. . . . 1251 *et seq.*;
- (d) The Safe Drinking Water Act, as amended, 42 U.S.C. . . . 300(f) *et seq.*;
- (e) The Toxic Substances Control Act, as amended, 15 U.S.C. . . . 2601 *et seq.*;
- (f) The Clean Air Act, as amended, 42 U.S.C. . . . 7401 *et seq.*;
- (g) The Emergency Planning and Community Right-to-Know Act of 1986, as amended, 42 U.S.C. . . . 11001 *et seq.*;
- (h) The Occupational Health and Safety Act, as amended, 29 U.S.C. . . . 651 *et seq.*;
- (i) The Mississippi Air and Water Pollution Control Law, as amended, Miss. Code Ann. . . . 49-17-1 *et seq.*;
- (j) The Mississippi Solid Waste Disposal Law of 1974, as amended, Miss. Code Ann. . . . 17-17-1 *et seq.*;
- (k) The Mississippi Underground Storage Tank Act of 1988, as amended, Miss. Code Ann. . . . 49-17-401 *et seq.*; and
- (l) The Mississippi Conservation of Groundwater Law, as amended, Miss. Code Ann. . . . 51-4-1 *et seq.*
- (m) Antiquities Law of Mississippi, as amended, Miss. Code Ann. . . . 39-7-1 *et seq.*

**SECTION 8. Notice Addresses.** All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by (a) certified mail, postage prepaid, (b) prepaid overnight delivery, or (c) hand delivery. For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth in Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

**SECTION 9. *Miscellaneous.***

- (a) The paragraph headings in this Agreement are for convenience only and are not intended to limit or interpret the provisions of this Agreement.
- (b) All Annexes and Exhibits which are referred in this Agreement are made a part of and are incorporated into this Agreement.
- (c) This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.
- (d) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one in the same instrument.
- (e) No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- (f) If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of such clause, provision or section shall not effect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.
- (g) The economic benefit to Applicant must be stated in any lease agreement with a business.
- (h) Before releasing any CAP funds, the local entity shall provide title insurance on all real property acquisitions or title opinion on all other projects from the local entity's attorney.
- (i) The local entity must place a sign in accordance to the Policy Statement. The local entity shall be responsible for the cost of the sign. CAP funds cannot be used to pay for the sign.

REGULAR MEETING NOVEMBER 16, 2010

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written on the cover page hereof.

MISSISSIPPI DEVELOPMENT  
AUTHORITY

Attest  
Stacy Isles  
Title Bureau Manager

By [Signature]  
Maryling McPhillips  
Chief Administrative Officer

(S E A L)

City of Picayune

Attest  
\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Edward Pinero  
Mayor

I HEREBY CERTIFY that I have reviewed all necessary documentation pursuant to this Agreement and the Note, and that the Applicant is legally empowered to execute the documents and enter into said Capital Improvements Revolving Loan with MDA.

\_\_\_\_\_  
Applicant's Attorney

Annex A  
to  
Loan Agreement

- Item 1** Name of Applicant  
City of Picayune  
Loan #10-297-CP-01
- Item 2** Description of Project:  
Water improvements as specified in their 2010 Capital Improvements Revolving Loan Application.
- Item 3** Loan Amount:  
Note: Not to exceed Six Hundred Thousand Dollars (\$600,000)
- Item 4** Loan Terms and Conditions  
Estimated Payment: \$3,035.30 monthly  
  
The terms of the Note shall be for 240 months following the completion of the capital improvements at two percent (2%) annual interest computed daily. Payments shall be made as referenced above; however, interest will be adjusted to reflect the actual dates of disbursement. The payments will begin 30 days after the completion date of the project. All loan funds must be expended within one year from the date of the loan or the funds shall be recalled unless prior written approval is obtained from MDA. An amortization schedule will be provided near the completion of the project.
- Item 5** Address Notice:  
Mississippi Development Authority  
501 North West Street, 5<sup>th</sup> Floor  
Post Office Box 849  
Jackson, Mississippi 39205  
Attention: Community Services

1 CAP PRMLN-FORM  
Rev. 2-04

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT LIFT STATION LOCATED AT PAUL’S PASTRY OF RECORD AND AUTHORIZE CITY ATTORNEY TO PREPARE RIGHT-OF-WAY**

Motion was made by Council Member Lane, seconded by Council Member Gouquet to accept lift station located at Paul’s Pastry of record and authorize City

Attorney to prepare Right-of-Way for lift station. An easement for a second lift station installed by City on property owned by the City has been passed on to the PRCUA.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION RECOMMENDATION TO APPROVE REQUEST TO REZONE AND RECLASSIFY PARCEL 617-307-000-00-042-00 FROM A-1 TO C-3**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept Planning Commission recommendation to approve request from NNC Investments LLC to Rezone and Reclassify the following parcel of land: 617-307-000-00-042-00 located on George Mitchell Rd. from A-1 Agricultural to C-3 Highway Commercial.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION RECOMMENDATION TO DENY REQUEST TO SUBDIVIDE ONE LOT INTO TWO PARCELS FOR PROPERTY LOCATED AT NORTH CURRAN AVE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept Planning Commission Recommendation to deny request from Lee Adams Construction to subdivide on lot into two parcels with a variance request for property located at North Curran Avenue.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION RECOMMENDATION TO APPROVE HOME OCCUPATIONAL LICENSE FOR PHOTOGRAPHY BUSINESS TO TAMI ROMER AT 104 WILLIAMSBURG RD**

Motion was made by Council Member Lane, seconded by Council Member Breland to accept Planning Commission Recommendation to approve Home Occupational License for photography business at 104 Williamsburg Rd.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION RECOMMENDATION TO APPROVE HOME OCCUPATIONAL LICENSE FOR A WEB BASED BUSINESS TO BETH FEIERABEND AT 2203 SOUTH MAGEHEE ST**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept Planning Commission Recommendation to approve Home Occupational License for a web based business at 2203 South Magehee St.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT PLANNING COMMISSION RECOMMENDATION TO APPROVE HOME OCCUPATIONAL LICENSE FOR A POOL PARTS BUSINESS TO EDWARD AND DELORIS STUBBS AT 1303 NUTTER DR**

Motion was made by Council Member Breland, seconded by Council Member Lane to accept Planning Commission Recommendation to approve Home Occupational License for a pool parts business at 1303 Nutter Dr.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO HOLD A PUBLIC HEARING ON PROPERTY CLEAN UP**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to hold a public hearing on property clean up on the following properties: 1721 Adcox Rd., 1706 Audubon Dr. and 1803 Audubon Dr.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 1721 ADCOX RD A PUBLIC NUISANCE**

Motion was made by Council Member Watkins, seconded by Council Member Lane to declare property at 1721 Adcox Rd. a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DECLARE PROPERTY AT 1706 AUDUBON DR A PUBLIC NUISANCE**

Motion was made by Council Member Lane, seconded by Council Member Gouguet to declare property at 1706 Audubon Dr. a public nuisance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

1803 AUDUBON DRIVE HAS BEEN CLEANED AND REMOVED FROM CLEAN UP LIST

**SET A DATE FOR A PUBLIC HEARING ON PROPERTY CLEAN UP**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to set a date for a Public Hearing on Property Cleanup at 1933 Daniels. Dr., 1935 Daniels Dr. and parcel 617-522-002-06-029-00 on Merrydale drive to be held January 4, 2011.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE SURPLUS ITEMS IN PUBLIC WORKS TO BE SOLD AT AUCTION**

Motion was made by Council Member Watkins, seconded by Council member Lane to approve surplus items from Public Works department for a future auction.

**CITY OF PICAYUNE  
PUBLIC WORKS DEPARTMENT  
SURPLUS ITEMS**

CITY ID #	DESCRIPTION	SERIAL #	MAKE / MODEL #	LOCATION
	TRUCK	1B7FL26X6TS629255	1996 DODGE DAKOTA	CITY BARN 309 STEPHENS ST.
	MOTOR GRADER	89J2239	CAT	CITY BARN 309 STEPHENS ST.
	BACK-HOE	5H21494	CAT 426-B	CITY BARN 309 STEPHENS ST.
	BACK-HOE		JOHN DEERE 410	CITY BARN 309 STEPHENS ST.
	KNUCKLE-BOOM	416060H022376	PRENTICE 120	CITY BARN 309 STEPHENS ST.



Motion was made by Council Member Gouguet, seconded by Council Member Breland to authorize travel and training for Constance Myers to attend Domestic Related Homicides Investigation training in Slidell, LA.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**RETURN TO REGULAR SESSION**

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ENTER EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTER, A COMPROMISE OF DISPUTED CLAIM, POSSIBLE SALE OF LAND AND POSSIBLE LITIGATION**

Motion was made by Council Member Breland, seconded by Council Member Watkins to enter Executive Session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO EXIT EXECUTIVE SESSION**

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO COMPROMISE A DISPUTED CLAIM FROM UNITY BAPTIST CHURCH**

Motion was made by Council Member Watkins, seconded by Council Member Lane to compromise a disputed gas bill claim by allowing a \$668.41 credit to the Unity Baptist Church account because it was determined that the City bears some fault for the loose gasket that allowed the gas to leak on the customer's side of the meter.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADVERTISE LAND FOR SALE ON MITCHELLST.**

Motion was made by Council Member Watkins, seconded by Council Member Breland to advertise land for sale at the old Fire Department location at corner of Mitchell St. and South Haugh (220 S Haugh Ave).

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADJOURN**

Motion was made by Council Member Lane, seconded by Council Member Breland to adjourn until Tuesday, December 7, 2010 at 5:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Ed Pinero, Mayor

ATTEST:

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Priscilla Daniel, City Clerk