

**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, December 6, 2011, at 5:00 p.m. in regular session with the following officials present: Council Members Larry Watkins, Todd Lane, Larry Breland and Wayne Gouguet, City Manager Jim Luke and City Clerk Amber Hinton.

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

Opening prayer was given by Councilman Larry Breland, followed by the Pledge of Allegiance led by Councilman Todd Lane.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to approve the Minutes for the City of Picayune dated November 15, 2011 and November 30, 2011.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve the docket for December 6, 2011 in the amount of \$1,393,947.51.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE AT 429 MILLBROOK PARKWAY**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to accept Planning Commission recommendation to approve the request from Pamela Thomas for a Home Occupational License at 429 Millbrook Parkway to have a home office for a Tax and Business Resource Service.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ADOPT NEW YEAR'S HOLIDAY PROCLAMATION**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to adopt a proclamation by the Governor declaring Friday, December 30, 2011 a holiday in observance of New Year's Day in addition to January 2, 2012.

STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, under the provisions of Section 3-3-7, Mississippi Code of 1972, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Haley Barbour, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 24, 2011, in observance of THANKSGIVING DAY, Monday, December 26, 2011, in observance of CHRISTMAS DAY, and on Monday, January 2, 2012, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 25, 2011, in further observance of the Thanksgiving holiday, Friday, December 23, 2011, in further observance of Christmas day, and Friday, December 30, 2011, in further observance of New Year's Day, and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 30th day of September in the year of our Lord, two thousand and eleven, and of the Independence of the United States of America, the two hundred and thirty-sixth.



*Haley Barbour*  
HALEY BARBOUR  
GOVERNOR

BY THE GOVERNOR

*C. Delbert Hosemann, Jr.*

C. DELBERT HOSEMAN, JR.

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING: None**

The motion was declared carried.

**REAPPOINT MEMBER TO PICAYUNE HOUSING AUTHORITY**

Motion was made by Council Member Gouguet, seconded by Council Member Watkins to reappoint Ralph Rowell as chairman to the Picayune Housing Authority Board for another five-year term.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT DONATION FOR TRAIN DEPOT**

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept donation from the Exchange Club of Picayune for framing of photos for the Train Depot in the amount of \$200.00.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AWARD SALE OF PROPERTY AT NORTH LEWIS STREET**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to award the sale of property of North Lewis Street, parcel 6175150030100606 to Ms. Beverly Gray and restrict said funds to Westside Redevelopment Fund. Ms. Gray was the sole bidder entering a bid in the amount of \$8,500.00.

November 14, 2011

To: City of Picayune

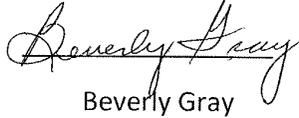
From: Beverly Gray

Re Parcel# 6175150030100606

PPIN 024317

I would like to formally offer \$ 8500 ( Eight thousand five hundred dollars ) for parcel # 6175150030100606, PPIN # 024317, North Lewis Street.

Thank You,



Beverly Gray

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO TABLE THE HARTMAN ENGINEERING INVOICE FOR THE WATER AND WASTEWATER INFRASTRUCTURE IMPROVEMENTS**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to table the Hartman Engineering, Inc. invoice # 21-019-04-31 in the amount of \$21,373.49 for the Water and Wastewater Infrastructure Improvements (EPA SPAP Grant).

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CHANGE TO HOLIDAY PAY/LEAVE SECTION OF PERSONNEL HANDBOOK**

Motion was made by Council member Gouguet, seconded by Council Member Watkins to approve adding verbiage to the holiday pay/leave section of the handbook (Section 6.190.)

Addition to 6.190 (a) 1

The City of Picayune will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CASH REQUEST #4 FOR THE CDBG WATER LINE REHAB PROJECT**

Motion was made by Council Member Watkins, seconded by Council Member Gouguet to approve Cash Request #4 in the amount of \$26,250.00 for the CDBG Project # 1125-08-297-PF-01 (Water Line Rehab) and authorize payment of invoices.

City of Picayune

CDBG REQUISITION FORM

REQUISITION NUMBER: 4 PROJECT NUMBER: 1125-08-297-PF-01  
DATE: December 6, 2011 BANK ACCOUNT NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Dungan Engineering	\$20,250.00 (CDBG)
Sample,Hicks & Associates	\$ 6,000.00(CDBG)

APPROVED:

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

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE MAYOR TO SIGN CONTRACT WITH HIGHLAND COMMUNITY HOSPITAL FOR INMATE MEALS**

Motion was made by Council Member Breland, seconded by Council Member Watkins to authorize Mayor to sign contract with Highland Community Hospital to provide inmate meals at the City jail.

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

**FOOD SERVICES AGREEMENT**

THIS **FOOD SERVICES AGREEMENT** ("Agreement") is entered on this effective as of the 1<sup>st</sup> day of November, 2011 ("Effective Date") between Forrest County General Hospital d/b/a Highland Community Hospital, a Mississippi Community Hospital located at 801 Goodyear Boulevard, Picayune, Mississippi ("Hospital") and City of Picayune, a political subdivision of the State of Mississippi located at 815 North Beech Street, Picayune, Mississippi ("City") as follows:

WHEREAS, City operates the Picayune Police Department located at 328 South Main Street (the "Center") which is a facility with resident inmates;

WHEREAS, Hospital, through its community hospital facility produces meals in their regular course of business for its patients and staff ("Services");

WHEREAS, City desires to engage Hospital to provide services at the Center and Hospital is willing and able to provide those services on the terms set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Hospital agree as follows:

1. Engagement and Scope of Services. City hereby engages Hospital to provide the following limited Services for the provision of meals for the inmates at the Center. The Services to be provided by Hospital to the Center shall be as follows:

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REGULAR MEETING DECEMBER 6, 2011

A. Prepare and deliver warm meals that are nutritious and well balanced that meet the daily caloric intake required by the State.

B. The meals shall be picked up no later than 7:30am for breakfast, 12:30pm for lunch and 6pm for dinner each day, seven days a week and to include weekends and holidays.

The Services specified above are the sole services to be provided by Hospital at the Center and Hospital is not undertaking any obligation to provide for any type of health, welfare or any other medical needs of Center inmates.

2. Obligations and Representations of City. City shall have the sole and exclusive responsibility for staffing, maintaining, and supplying the Center and for providing for the general health, safety, security and well-being of the inmates in the Center, as well as any necessary security for Hospital employees providing the Services. In addition, City shall have the obligation to promptly pay Hospital for the Services provided pursuant to this Agreement in accordance with Section 3 below. City represents and warrants that the Center is a City facility and is not a Special Needs facility within the meaning of Miss. Code Ann. § 47-5-1101 et seq. (2006) and is not subject to the contractual prerequisites and other statutes applicable to the Mississippi Department of Corrections and its facilities.

3. Payments to Hospital. On or before the 20<sup>th</sup> day of each month, Hospital shall provide an invoice to City on a monthly basis for Services provided in the previous month. Hospital shall provide the invoice to the City of Picayune Police Department who shall receive and process the invoice for payment on

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behalf of City. For all services provided pursuant to this Agreement, City shall pay to Hospital the sum of \$3.25 per breakfast meal, \$3.75 per lunch meal and \$3.50 per dinner meal. City shall make payment no later than thirty (30) days after receipt of Hospital's invoice. Such payment shall be only for the Services required by this Agreement for the Center and shall not cover or include other services provided by Hospital to Center inmates, including without limitation, in-patient and out-patient hospital services.

4. Third Party Billing. City and Hospital agree that neither will bill Medicare or Medicaid for any of the Services provided under this Agreement, it being the understanding of the parties that the services to be provided by Hospital shall be paid for by City in the form of the monthly fee specified in Section 3 above. Nothing contained in this Agreement is intended, nor shall it be construed, to prevent Hospital from billing any third party payer source or any patient for services provided apart from and/or in addition to the Services provided under this Agreement, such as costs of hospitalization and of physician-patient encounters beyond the scope of this Agreement.

5. Term and Termination.

5.1 Term of Agreement. This Agreement shall be effective as of November 1, 2011, and shall continue in effect for a period of one (1) year. Unless either party gives written notice at least ninety (90) days in advance of the end of a particular term, this Agreement shall automatically renew for successive terms of one (1) year each.

5.2 Termination for Cause. This Agreement may be terminated by Hospital or City upon thirty (30) days advance written notice to the other in the event of a material breach of this Agreement by the other which is not cured within the thirty (30) day notice period.

5.3. Termination by Notice. Beginning immediately after the Effective Date of this Agreement, either party may terminate this Agreement with or without cause upon prior written notice of at least thirty (30) days to the other party.

5.4. Effect of Termination. Upon any termination of this Agreement as hereinabove provided, neither party shall have any further obligation hereunder except for obligations accruing prior to the date of termination, including any obligation to pay any compensation earned prior to termination, and obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement.

6. Liability Issues. The parties understand and agree that each is a governmental entity, specifically a political subdivision of the State of Mississippi, and as such, is covered by the Mississippi Tort Claims Act ("MTCA"). Hospital and its employees providing services under this Agreement are not covered by private insurance but rather are protected through an approved self-insurance program under the MTCA. Hospital will continue to maintain such self-insurance program throughout the term of this Agreement or, at Hospital's sole option, may purchase private professional liability insurance compliant with the MTCA and covering Hospital and its employees for the Services provided

pursuant to this Agreement. City will maintain private insurance coverage (or MTCA-compliant self-insurance) for itself, its property and its employees. City shall not be responsible for insuring or otherwise protecting from liability the acts and/or omissions of Hospital or its employees for purposes of their performance of Services under this Agreement. Hospital shall not be responsible for insuring or otherwise protecting from liability the City or its employees or property from any claim, incident or catastrophe arising at the Center.

7. Independent Contractor Status. The parties acknowledge that the relationship between Hospital and City is that of independent contractors. Nothing in this Agreement is intended nor shall it be construed to create an employer/employee relationship between Hospital and City nor to allow City to exercise control or direction over the manner or method by which Hospital performs the Services which are the subject of this Agreement. The parties agree that neither will withhold on behalf of the other sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any governmental body or make available to the other any of the benefits afforded to its employees. All such employee payments, withholdings and benefits, if any, are the obligation of Hospital and City for their respective employees.

8. Modification to Comply with Law. In the event there is an amendment or other change in any laws, regulations or rules (or interpretations thereof), the enactment of new legislation or the adoption of regulations, any of which materially and adversely affect the relationship of Hospital and City under

this Agreement, or which otherwise make the performance of any material term or condition of this Agreement illegal, impractical or impossible, then Hospital and City shall, upon written notice to the other of such event, use their best efforts to negotiate in good faith to modify this Agreement to comply with any such change. Should the parties be unable thereafter to agree to a reasonable modification of this Agreement, either Hospital or City may terminate this Agreement upon thirty (30) days' prior written notice.

9. Confidentiality. Hospital shall require its personnel to keep confidential any individually identifiable information disclosed by City (or its inmates) to Hospital during the term of this Agreement and to use or disclose such information only as required for Hospital's performance of Services under this Agreement. Hospital will comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in handling the protected health information of individual inmates of the Center. Hospital personnel providing the Services shall prepare appropriate documentation of the Services and such documentation shall be and remain the property of City. City shall maintain all such records in a securely locked storage compartment and otherwise in compliance with HIPAA. Hospital employees providing Services under this Agreement shall at all times have access to the records as necessary to carry out Hospital's obligations under this Agreement.

10. Miscellaneous Provisions.

10.1. Notices. Any notice required or permitted to be given hereunder to either Hospital or City shall be deemed given if sent by hand-

delivery, registered or certified mail, return receipt requested, or by overnight delivery, for which evidence of delivery is obtained by the sender, to such party at:

**If to Hospital:**

Highland Community Hospital  
801 Goodyear Boulevard  
Picayune, MS 39466  
Attention: Mark Stockstill, Administrator

**If to City:**

City of Picayune Police Department  
328 South Main Street  
Picayune, MS 39466  
Attention: Chief of Police

10.2. Assignment. This Agreement shall not be assigned by either party without the prior express written consent of the other party.

10.3. Governing Law. This Agreement has been executed and delivered and shall be construed and enforced in accordance with the laws of the State of Mississippi. Venue and jurisdiction for any dispute related to this Agreement shall be exclusively in Pearl River County, Mississippi.

10.4. Entire Agreement; Amendment. This Agreement supersedes all previous contracts, discussions and agreements regarding the Services and constitutes the entire Agreement between the parties regarding the subject matter hereof, and neither party shall be entitled to benefits other than those specified herein. As between or among the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that, in entering into and executing

this Agreement, each is relying upon the representations and agreements contained in this Agreement and no others. Any amendments to this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**FORREST COUNTY GENERAL HOSPITAL D/B/A  
HIGHLAND COMMUNITY HOSPITAL**

By: \_\_\_\_\_  
Douglas A. Jones, COO

**CITY OF PICAYUNE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE PURCHASE OF 2010 POLICE DODGE CHARGER**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to purchase a 2010 Police Dodge Charger from Champion Dodge at the price of \$20,500.00 from the Special Police Drug Fund at no cost to the City or taxpayers.

**CHAMPION CHRYSLER DODGE JEEP**

435 EAST PASS ROAD / GULFPORT / MISSISSIPPI / 39507 / 228-896-1515

City of Picayune

Sale of one (1) Police Charger  
V-8 Black in base color  
Street Appearance package  
Power Drivers Seat  
Full Size Spare  
Security Alarm                      \$20,500.00

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TAKE UNDER ADVISEMENT THE INFORMATION PRESENTED BY CITIZENS FOR FAIR UTILITY RATES, LLC**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to take under advisement the information presented by Citizens for Fair Utility Rates, LLC.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**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 Gouguet to enter closed session to determine the need for an executive session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**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 Gouguet to return to regular session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ENTER INTO EXECUTIVE SESSION FOR POSSIBLE LITIGATION**

Motion was made by Council Member Breland seconded by Council Member Gouguet to enter into executive session to discuss possible litigation.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**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 Gouguet to exit executive session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECESS**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to recess until Tuesday, December 20, 2011 at 5:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Ed Pinero and Councilwoman Lynn Bumpers

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

\_\_\_\_\_  
Todd Lane, Mayor Pro Temp

ATTEST:

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