January 2, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Wednesday, January 2, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Chief Brenda Smith.

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

Opening Prayer was given by Mr. Reggie Hanberry, followed by the Pledge of Allegiance led by Councilmember Roberson.

ORDER TO APPROVE MONTHLY CLAIMS DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the monthly claims docket for December, 2001 in the total amount of $494,514.02. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO RECESS

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to recess until January 8, 2002 at 6:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

January 8, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, January 8, 2002, at 6:00 p.m. in regular meeting session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J. P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Reverend Borzell Langham of Pleasant Valley Baptist Church, followed by the Pledge of Allegiance led by Councilmember Parker.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the minutes of the Mayor and City Council dated December 18, 2001 and January 2, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the issuance of the following manual checks:

Ms. State Tax Commission	Utility	$ 3,564.00
City of Picayune, General	Utility	$ 50,189.23
Ms. Municipal Workers' Comp Group	General	$ 27,994.33
Ms. Municipal Workers' Comp Group	Utility	$ 6,881.85
Ms. Municipal Workers' Comp Group	Cemetery	$ 911.78
Ms. Municipal Workers' Comp Group	Airport	$ 370.74
U.S. Dept. of Justice, Office of Justice Programs	Federal Law Enforcement Blk Grant IV	$ 284.47
Talley Contracting, Inc.	Airport	$ 81,261.77
BankPlus	Wal-Mart	$ 20,187.50
Gerald Cruthird	General	$ 7,146.70
Montague, Pittman & Varnado	General	$ 2,438.69
IGC, Inc.	CDBG	$ 743.75

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF RETIREMENT DEVELOPMENT ACTIVITIES REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to acknowledge receipt of the Retirement Development Activities Report for the month of December 2001. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER EXECUTION OF T-HANGAR LEASE

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Mayor to sign the following T-Hangar Lease:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-HANGAR LEASE AGREEMENT made and entered into this, the 1st day of January 2002, by and between the City of Picayune, hereinafter referred to as "Lessor" and L. David Lively, hereinafter referred to as the "Lessee", WITNESSETH:

For and in consideration of the rents, covenants and agreements hereinafter contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**
Lessor does hereby lease and let to Lessee T-Hangar No. 9-A located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERM**
The term of this Agreement shall be month-to-month, with the term to begin on the 1st day of January 2002, and continue thereafter each month until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**
Lessee shall pay, as rent for the use of the described Hangar, the amount of $87.50 per month, in advance on the first day of each month, and said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Boulevard, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Rent may be changed from time to time by lessor upon thirty- (30) days written notice to Lessee.

4. **REPAIR AND MAINTENANCE**
Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. No alterations, modifications or additions to the hangar shall be made by Lessee without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar hereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**

The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**

At its own expense, Lessee shall be responsible for the connection of electric services for the Hangar. Lessee shall pay as the same becomes due directly to the electricity provider. Failure to pay for such utilities will be considered default under the terms of this lease. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

Lessor will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used *in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution* of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination, shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**

Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

13. **FORCE MAJEURE**

In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

14. **INSURANCE**

Lessee agrees to be responsible for maintaining liability insurance in an amount not less than $100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named as an insured and loss payee under the policy.

Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

15. **SURRENDER OF PREMISES**
Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear excepted.
16. **NOTICES**
Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to Lessor: Airport Manager
Picayune Municipal Airport
203 Goodyear Boulevard
Picayune, MS 39466

As to Lessee: L. David Lively
306 Windward Passage
Slidell, LA 70458
(985) 643-8189

WITNESS the signatures of the parties hereto, this the _____day of

_____, _____.

LESSOR: CITY OF PICAYUNE

BY: _____

Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

LESSEE:_____

WITNESS:

_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN QUITCLAIM DEED

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Mayor to sign a quitclaim deed for 1998 taxes in the name of Bush Construction Co., Inc., parcel # 617-516--001-01-021-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the request from the Picayune Noon Lions Club to purchase an ad in their program booklet in the amount of $100.00 and issue a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER FINAL ACCEPTANCE REPORT FROM WALTERS CONSTRUCTION, INC.

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to accept final report from Walters Construction, Inc. for sitework improvements at the Picayune Municipal Airport and authorize the Mayor to sign same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER AUTHORIZATION TO HOLD PUBLIC HEARING FOR CDBG ECONOMIC DEVELOPMENT APPLICATION

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Community Development Department to hold a public hearing for the CDBG Economic Development Application for Rheogistics Rail Spur Project. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER GRANT AGREEMENT BETWEEN THE CITY OF PICAYUNE AND THE MISSISSIPPI DEVELOPMENT AUTHORITY

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Mayor to the following agreement in the amount of $1,887.45:

January 8, 2002

Re: Grant Number MR023

Please accept this letter as my confirmation of participation in the Hometown Mississippi Retirement Matching Grants program. I understand that my project, **MR023, Where to Retire Ad,** proposed for implementation by **Picayune Retirement Development,** has been approved for a grant of **$1,887.45.**

I am aware that all projects receiving a grant must adhere to the rules listed in the GENERAL PROJECT REQUIREMENTS. Guidelines state the following:

All funded projects must display the Mississippi Development Authority grant phrase and retirement logo:

Hometown Retirement
MISSISSIPPI

"This project partially funded by the Mississippi Development Authority"

It is my understanding that we must abide by the project concepts as submitted and the project must be completed within one year from the date of approval. Mississippi Development Authority/Tourism Development Division must receive completed project reports within sixty days of the project's completion, or the project may be rejected for funding. The report must include: any applicable samples of the completed project; tear sheets, tapes, photographs, broadcast affidavits, a written description of the event or project and the impact it had on tourism, one copy of all invoices, one official bank copy (showing cancellation) of all checks written to pay for the project, the signature of the president and accountant or bookkeeper of the nonprofit organization verifying that the project has been completed, and a short summary of expenditures attached to related invoices, checks, and receipts. If invoices do not equal disbursements, eligible/applicable expenditures should be highlighted.

I further understand that I will receive the full grant amount ($1,887.45) after submission and approval of the final report outlined above. Please make checks payable to **City of Picayune Retirement Development Office, 203 Goodyear Boulevard, Picayune, MS 39466.**

Sincerely,

Greg Mitchell, Mayor

Attch: W9

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF PARTNERS FOR PEARL RIVER COUNTY

Stephen Surles, Director of Partners for Pearl River County presented the council with a brief summary and update of the Pearl River County Strategic Plan. After the presentation Mr. Surles requested that the council appoint a member to the Strategic Planning process representing the city. This would allow an open dialogue between the City and all the committees. Motion was made by Councilmember Guy, seconded by Councilmember Bounds to take request under advisement and place on February 5, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER AWARDING CONTRACT TO PROVIDE ENGINEERING SERVICES FOR CDBG ECONOMIC DEVELOPMENT PROJECT

Upon request of the Community Development Director, motion was made by Councilmember Roberson, seconded by Councilmember Parker to award contract to AES, Ltd. to provide engineering services for the Community Development Block Grant Economic Development Rail Spur application. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter executive session to discuss ongoing litigation. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss ongoing litigation.

Councilmember Bounds left executive session.

RETURN TO REGULAR SESSION

At the conclusion of executive session, motion was made by Councilmember Roberson, seconded by Councilmember Guy, and unanimously carried to exit executive session and return to regular session. The Mayor stated that while in executive session the Council discussed ongoing litigation and no action was taken.

ORDER TO RECESS

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to recess until January 15, 2002 at 6:00 p.m. The following roll call vote was taken:

REGULAR MEETING DATED JANUARY 8, 2002

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

January 15, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, January 15, 2002, at 6:00 p.m. in recessed meeting session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J. P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Reverend Reggie Bridges of Pine Grove Baptist Church, followed by the Pledge of Allegiance led by Councilmember Guy.

ORDER TO REMOVE ITEM FROM CONSENT AGENDA

Motion was made by Councilmember Parker, seconded by Councilmember Guy, to remove request to advertise for bids for striping of North Beech Street, South Beech Street, East Canal and Martin Luther King Drive from the consent agenda. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated January 8, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the issuance of the following manual checks:

Yvonne Loe	Airport	$ 1,000.00
Nathan Farmer for the Williams Heirs	Airport	$ 5,000.00

Johnny L. Ingram	General	$ 151.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Public Records Report for the month of November 2001. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF BUDGET REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of monthly Budget Report for the month of December 2001. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of monthly Privilege License Report for the month of December 2001. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR PARADE PERMIT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to grant a parade permit to Picayune Main Street for the Lundi Gras Parade to be held on February 11, 2002 at 6:00 p.m. The parade route will begin at Goodyear Boulevard at Kirkwood Street, continues east on Goodyear Boulevard to Highway 11, right on Highway 11, right on Bruce Street, right on South Main Street, left on West Canal Street,

right on Kirkwood Street and disband at Picayune Memorial High School. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR PURCHASING AGENT TO ATTEND GOVERNMENT AUCTION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Purchasing Agent to attend the government auction in Jackson, MS on February 7, 2002 to purchase a pickup truck for the Fire Department and to authorize the issuance of a manual check not to exceed $10,000 for payment. The following roll call vote was taken:

Printer Error

right on Kirkwood Street and disband at Picayune Memorial High School. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR PURCHASING AGENT TO ATTEND GOVERNMENT AUCTION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Purchasing Agent to attend the government auction in Jackson, MS on February 7, 2002 to purchase a pickup truck for the Fire Department and to authorize the issuance of a manual check not to exceed $10,000 for payment. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR BIDS FOR STREET STRIPING

Motion was made by Councilmember Parker, seconded by Councilmember Guy, to advertise for bids for street striping of North Beech Street, South Beech Street, East Canal Street, Martin Luther King Drive and South Blanks Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO HAVE ALL CITY STREETS EVALUATED FOR STREET STRIPING

Motion was made by Councilmember Watts, seconded by Councilmember Roberson, to authorize the Public Works Department to have all city streets evaluated for street striping. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF PICAYUNE MEMORIAL HIGH SCHOOL NJROTC

Heard request from Chief Mark Thorman of the Picayune Memorial High School NJROTC to proclaim August 14, 2002 as 138th Engineer Pontoon Bridge Company Day.

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to proclaim August 14, 2002 as "138th Engineer Pontoon Bridge Company Day". The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO PLACE MONUMENT ON CITY PROPERTY

After some discussion, motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the location of a monument honoring the 138th Engineer Pontoon Bridge Company on city property contingent upon approval from the Planning Commission. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO POSTPONE APPOINTMENTS TO BOARDS AND COMMISSIONS

Upon request of the City Manager, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to postpone appointments to the following Boards and Commissions:

Cemetery Commission
Library Commission
Advisory Park Commission
Veteran's Memorial Committee
Contractor's Board

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO PURCHASE TWO VEHICLES ON STATE CONTRACT

Upon recommendation of the Purchasing Agent, motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the purchase of two police package vehicles from Dub Herring Ford at the state contract price of $19,083.00 each, for a total of $38,166.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Upon request from the Tax Department, motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign a quitclaim deed in the name of Buddy Broadway for 1984 taxes on parcel #616-307-070-02-021-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AWARD CONTRACT TO PROVIDE ENGINEERING SERVICES

Upon recommendation of the Community Development Director, motion was made by Councilmember Roberson, seconded by Councilmember Guy, to award the contract to Hartman Engineering to provide engineering services for Water and Wastewater Infrastructure Improvements. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER

Upon request of the Public Works Department, motion was made by Councilmember Roberson, seconded by Councilmember Guy, to approve and authorize the Mayor to sign Change Order #1 with KanDuit Construction, Inc. in the amount of $28,680.00 to provide a self-contained fire pump system in lieu of the conventional concrete masonry building for the Water, Sanitary Sewer and Gas Improvements at the Picayune Municipal Airport. The new contract price will be $697,480.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER TABLING ADOPTION OF CURFEW ORDINANCE

Upon request of the Police Chief, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to table adoption of the Curfew Ordinance until the February 5, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to enter executive session to discuss a personnel matter, a real estate matter and ongoing litigation. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a personnel matter, a real estate matter and ongoing litigation.

RETURN TO REGULAR SESSION

At the conclusion of the executive session, upon motion of Councilmember Guy, seconded by Councilmember Bounds, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed a personnel matter, a real estate matter and ongoing litigation and took no action.

CONSIDER ESTABLISHING FAIR MARKET VALUE OF UTILITY EASEMENT

Motion was made by Councilmember Roberson, seconded by Councilmember Parker to include a special provision in the deed regarding the utility easement across the property belonging to Mr. and Mrs. C. W. Frierson. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

February 5, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, February 5, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Pastor Stan Layton of First Presbyterian Church of Picayune, followed by the Pledge of Allegiance led by Councilmember Roberson.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the minutes of the Mayor and City Council dated January 15, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF PEARL RIVER COUNTY DEVELOPMENT ASSOCIATION MINUTES

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to acknowledge receipt of the Pearl River County Development Association minutes dated November 26, 2001. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the issuance of the following manual checks:

Ms State Tax Commission	Utility	$ 4,989.00
City of Picayune, General	Utility	$49,953.13

Ramada Inn Southwest	General	$	60.15

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO AUTHORIZE THE MAYOR TO SIGN A QUITCLAIM DEED

Upon request of the Tax Department, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the Mayor to sign a quitclaim deed in the name of Spiers Construction on parcel # 617-521-002-03-002-00, 1995-1999 taxes. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Upon request of the Tax Department, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to void the 2001 tax sale on 2000 taxes on parcel # 617-624-000-00-070-00, due to assessment was reduced by Pearl River County. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO AUTHORIZE THE MAYOR TO SIGN GAS CONTRACT

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the Mayor to sign gas contract with Gulf South Pipeline. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPROVAL OF PARADE PERMIT FOR THE PICAYUNE HEAD START CENTER

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the parade request from the Picayune Head Start Center Annual Mardi Gras Parade on February 8, 2002 at 9:00 a.m. The parade route is from the Head Start Center on Rosa Street to Southside Elementary School entrance on Rosa Street (near

Sherd Street), through Southside Elementary and exit on the West side onto Beech Street and back to the Center. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO SET DATE FOR A PUBLIC HEARING ON PROPERTY CLEANUP FOR 2210 MORRIS STREET

Upon recommendation of the Grants Administrator, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to set the date and time of March 19, 2002 at 6:00 p.m. for a property cleanup public hearing for 2210 Morris Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE MONTHLY CLAIMS DOCKET

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, delete item in reference to Gerald Cruthird in the amount of $7,688.50 and to approve the monthly claims docket for January 2002 in the total amount of $412,566.25. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

COMMUNICATION FROM BILL MONSOUR WITH FUELMAN

After an explanation from Mr. Bill Mounsour, with Fuelman, on the advantages of using the Fuelman system, motion was made by Councilmember Guy, seconded by Councilmember Parker to take the information under advisement. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER ADOPTION OF SAFETY OPERATIONS MANUAL

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to adopt the following City of Picayune Safety Operations Manual:

SAFETY PROGRAM

IT IS THE RESPONSIBILITY OF THE SUPERVISOR TO IMPLEMENT A SAFETY PROGRAM VARYING WITH THE SIZE OF THE DEPARTMENT. THE SUPERVISOR IS THE ONE MANAGEMENT PERSON DIRECTLY DEALING WITH EMPLOYEES ON A DAY-TO-DAY BASIS. THE SUPERVISOR IS THE MOST KNOWLEDGEABLE ABOUT THE EMPLOYEES ATTITUDE, WORK HABITS AND ABILITIES TO HANDLE THE EQUIPMENT. THE SUPERVISOR HAS THE BEST OPPORTUNITY TO OBSERVE EMPLOYEES IN ACTION AND CONSEQUENTLY IS THE APPROPRIATE PERSON TO TEACH SAFETY. SINCE THE SUPERVISOR REPRESENTS MANAGEMENT IN ALL DEALING WITH EMPLOYEES, IT IS IMPORTANT THAT THE SUPERVISOR BE ENTHUSIASTIC ABOUT THE SAFETY PROGRAM.

THE SUPERVISOR NEEDS TO CONSIDER SAFETY AN INTEGRAL PART OF HIS RESPONSIBILITIES. THE SUPERVISOR IS RESPONSIBLE FOR THE SAFETY OF THE EMPLOYEES ON JOB. THE SUPERVISOR NEEDS TO SET A POSITIVE EXAMPLE FOR EMPLOYEES TOWARD SAFETY. THE SAFETY PROCEDURES FOR ALL JOBS AN EMPLOYEE DOES SHOULD BE KNOWN. IT IS NECESSARY TO EXHIBIT A GENUINE INTEREST IN THE SAFETY OF ALL EMPLOYEES, SUPPORT SAFETY OBJECTIVES, AND DEVELOP SAFETY ACTIONS PLANS.

SAFETY MEETINGS:

CONDUCT SAFETY MEETINGS DURING THE FIRST WEEK OF EACH MONTH AND ENCOURAGE SUGGESTIONS REGARDING IMPROVING SAFETY. EMPLOYEES SHOULD SIGN FORMS THAT THEY ATTENDED SAFETY MEETINGS FOR THE LEGAL RECORD.

ANTICIPATE HAZARDS:

THE SUPERVISOR NEEDS TO ANALYZE JOB REQUIREMENTS TO DETERMINE POTENTIAL CAUSES OF ACCIDENTS. IT IS NECESSARY TO PROVIDE REPEATED REMINDERS TO EMPLOYEES REGARDING THE DANGERS. A SET OF MANDATORY DEPARTMENTAL SAFETY RULES TO COVER THE WORK HAZARDS AND JOB CONDITIONS NEED TO BE SET OUT. THE RULES NEED TO BE REVIEWED WITH THE PERSONNEL AT LEAST ANNUALLY AND WITH ALL NEWLY HIRED EMPLOYEES. THE VEHICLES, EQUIPMENT, TOOLS, AND MATERIAL NEED TO BE ADEQUATE AND APPROPRIATELY SAFEGUARDED.

TRAINING:

TRAIN ALL NEW EMPLOYEES. ESTABLISH A HIGH STANDARD OF WORK PERFORMANCE ON THE FIRST DAY. TRAIN ALL NEW EMPLOYEES IN THE METHODS TO DO ASSIGNED TASKS SAFELY AND SATISFACTORY. TRAIN ALL EMPLOYEES IN SAFE WORK METHODS. TAKE NECESSARY ACTION TO ENSURE THAT EMPLOYEES ARE PROPERLY TRAINED TO DO ASSIGNED TASKS AND HOW TO COMPLETE THEM SAFELY. THESE INSTRUCTIONS NEED TO BE PROVIDED BEFORE TASKS ARE UNDERTAKEN.

INSPECTIONS:

INSPECT ASSIGNED AREAS. CONDUCT THOROUGH AND WRITTEN INSPECTIONS AT LEAST MONTHLY TO IDENTIFY HAZARDS IN THE DEPARTMENT. FOLLOW UP TO ASSURE THAT IMMEDIATE CORRECTIVE MEASURES HAVE BEEN TAKEN TO MAKE THE WORK CONDITIONS SAFER.

OBSERVE EMPLOYEES ATTITUDES AND PERFORMANCE:

TAKE FIRM DISCIPLINARY ACTION WHEN NECESSARY AND INSTILL A SAFETY MINDED ATMOSPHERE THROUGHOUT THE DEPARTMENT. EMPHASIZE SAFETY IN JOB DESCRIPTIONS AND EMPLOYEE PERFORMANCE EVALUATIONS.

REPORT UNSAFE CONDITIONS:

REPORT UNSAFE CONDITIONS TO THE SAFETY DIRECTOR WHERE THE CORRECTIVE ACTIONS ARE BEYOND THE AUTHORITY OR RESOURCES OF THE DEPARTMENT. ENCOURAGE YOUR STAFF AND EMPLOYEES TO REPORT HAZARDS. INITIATE CORRECTIVE ACTION FOR ANY SAFETY HAZARD AND FOLLOW UP UNTIL CORRECTIVE ACTION IS COMPLETED.

INVESTIGATE ACCIDENTS:

THOROUGHLY INVESTIGATE AND REPORT IN WRITING ALL EMPLOYEE AND PUBLIC ACCIDENTS PROMPTLY. INSURE THAT INJURED EMPLOYEES RECEIVE IMMEDIATE

FIRST AID TREATMENT. BE AWARE OF THE FREQUENCY, SEVERITY, CAUSE AND COST OF ACCIDENTS OCCURRING IN THE DEPARTMENT. TAKE NECESSARY STEPS TO PREVENT RECURRENCES OF ACCIDENTS THROUGH SAFETY EDUCATION AND APPROPRIATE CHANGES IN WORK METHODS AND CONDITIONS.

ENCOURAGE EMPLOYEE PARTICIPATION:

ENCOURAGE EMPLOYEE OPINION AND SUGGESTIONS AND ACT ACCORDINGLY. ACCEPT AND GIVE ENCOURAGEMENT TO EMPLOYEES INTEREST AND SAFETY, WAY THEIR OPINIONS AND SUGGESTIONS WITH GENUINE APPROVAL AND OBJECTIVITY.

SAFETY MEETINGS

THIS IS A CHAPTER FOR YOUR MISSISSIPPI MUNICIPAL SERVICE COMPANY'S LOSS CONTROL MANUAL. THE TOPIC IS SAFETY MEETINGS. A VITAL PART OF YOUR LOSS CONTROL / SAFETY PROGRAM IS THE COMMUNICATION OF SAFETY INFORMATION. THIS INFORMATION CAN BE COMMUNICATED ONE-ON-ONE WHEREBY THE SUPERVISOR DISCUSSES THE NEEDED SAFETY WITH AN EMPLOYEE. ANOTHER METHOD OF COMMUNICATING SAFETY IS IN SHORT INFORMAL MEETINGS AS THE SUPERVISOR SEES UNSAFE ACTIONS TAKING PLACE.

THERE ARE OCCASIONS, OFTEN MONTHLY, WHEREBY THE SUPERVISOR NEEDS TO MORE FORMALLY COMMUNICATE SAFETY TOPICS. THESE MEETINGS COULD CENTER AROUND ACTUAL OBSERVED UNSAFE ACTS OF EMPLOYEES. ALSO, THE MEETINGS WILL USUALLY INCLUDE TOPICS SUPPLIED BY THE MISSISSIPPI MUNICIPAL SERVICE COMPANY'S MONTHLY MAILINGS AS WELL AS MATERIALS PROVIDED THROUGH SPECIAL REQUEST. THESE MORE FORMAL MEETINGS SHOULD BE DOCUMENTED. THIS DOCUMENTATION CAN MERELY BE EVERY ATTENDING EMPLOYEE SIGNING A COPY OF THE MEETING'S AGENDA OF TOPICS TO BE DISCUSSED. THE ENCLOSED "TIPS FOR A SUCCESSFUL SAFETY MEETING" OFFERS SUGGESTIONS REGARDING CONDUCTING A MORE FORMAL SAFETY MEETING.

MISSISSIPPI MUNICIPAL SERVICE COMPANY

INTRODUCTION

THE MISSISSIPPI MUNICIPAL LIABILITY PLAN / MISSISSIPPI MUNICIPAL WORKER'S COMPENSATION GROUP AND MISSISSIPPI MUNICIPAL SERVICE COMPANY WERE FORMED TO PROVIDE PARTICIPATING MEMBERS WITH THE ADVANTAGE OF OBTAINING WORKER'S COMPENSATION AND / OR LIABILITY COVERAGE AT AFFORDABLE RATES WITH ADEQUATE CLAIMS, LOSS CONTROL, UNDERWRITING AND MARKETING SERVICES. IT HAS BEEN OUR PRIMARY GOAL SINCE INCEPTION OF THESE PROGRAMS TO PROMOTE ACTIVE LOSS CONTROL PROGRAMS. THE BENEFITS OF ACTIVE ONGOING LOSS CONTROL PROGRAMS WILL HELP ASSURE THE FUTURE STABILITY OF THESE PROGRAMS AND PROVIDE FINANCIAL SAVINGS TO US COLLECTIVELY IN THE "GROUP" AND "PLAN".

ONE OF THE MAIN ADVANTAGES OF HAVING MISSISSIPPI MUNICIPAL SERVICE COMPANY AS YOUR SERVICE COMPANY IS THE EXPERTISE AND PROFESSIONALISM OF OUR STAFF. ALSO MISSISSIPPI MUNICIPALITIES OWN AND DIRECT THE MISSISSIPPI MUNICIPAL SERVICE COMPANIES'S OPERATIONS THUS ASSURING ACCOUNTABILITY TO ALL PARTICIPATING CITIES. THE INTEGRITY OF OUR JOINT EFFORTS IS DEPENDENT TO A GREAT EXTENT ON OUR GENUINE COMMITMENT TO INSTITUTE EFFECTIVE LOSS CONTROL PROGRAMS WITHIN EACH MEMBERSHIP. WE ASSURE YOU THAT YOUR BEST INTEREST WILL BE PROTECTED BY THE ADMINISTRATION OF THE LOSS CONTROL PROCEDURES OUTLINED IN THIS SAFETY MANUAL.

IF A MEMBER OF THE "GROUP" AND / OR "PLAN" PROVES TO BE EXCESSIVELY NEGLIGENT AND FAILS TO IMPLEMENT AND ADMINISTER AN ACTIVE LOSS CONTROL PROGRAM, THE MISSISSIPPI MUNICIPAL SERVICE COMPANY'S LOSS CONTROL DEPARTMENT HAS NO ALTERNATIVE BUT TO REPORT TH E NEGLIGENT MEMBER TO THE "GROUP" AND / OR "PLAN" BOARD OF DIRECTORS FOR FURTHER ACTION BY THE RESPECTIVE BOARD. THESE REPORTING PROCEDURES ARE OUTLINED IN YOUR WORKER'S COMPENSATION AND LIABILITY PLAN MANUALS YOU RECEIVED UPON ENTRANCE INTO THE PROGRAM. THE LAST RESORT WOULD BE THAT, IF IMPROVEMENTS ARE NOT MADE, THIS CAN AND WILL RESULT IN A NEGLIGENT MEMBER'S TERMINATION OF COVERAGE.

WE ENCOURAGE EACH MEMBER TO AVAIL ITSELF OF THE SERVICES OFFERED BY THE MISSISSIPPI MUNICIPAL SERVICE COMPANY'S LOSS CONTROL DEPARTMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THESE GUIDELINES, THE SAFETY MANUAL OR NEED ASSISTANCE IN FORMULATING YOUR LOSS CONTROL PROGRAM, PLEASE CONTACT OUR LOSS CONTROL DEPARTMENT AT 355-8581 OR 1-800-898-1032.

MISSISSIPPI MUNICIPAL SERVICE COMPANY
STATEMENT OF INTENT

THE LOSS CONTROL GUIDELINES ARE INTENDED TO BE A DESCRIPTION OF LOSS CONTROL ACTIVITIES USEFUL IN GUIDING YOU IN ESTABLISHING AND MANAGING A LOSS CONTROL PROGRAM. TO THE EXTENT NECESSARY, THE MISSISSIPPI MUNICIPAL SERVICE COMPANY, INC. (HEREIN REFERRED TO AS M.M.S.C.) WILL WORK WITH YOU IN AN ADVISORY CAPACITY.

M.M.S.C. DOES NOT REPRESENT OR PURPORT THAT ALL OF THE GUIDELINES WILL IDENTIFY EVERY HAZARD NOR ASSURE THAT NO OTHER HAZARDS EXIST. ALSO, M.M.S.C. ASSUMES NO RESPONSIBILITY FOR THE CONTROL OR CORRECTION OF HAZARDS AND DOES NOT WARRANT THAT THE EDUCATIONAL MATERIALS, PERFORMANCE OF A SURVEY, OR RECOMMENDATIONS CONSTITUTE AN UNDERTAKING ON BEHALF OF OR FOR THE BENEFIT OF THE MEMBER, ITS EMPLOYEES OR OTHERS TO DETERMINE OR WARRANT THAT THE PREMISES OR OPERATION ARE SAFE, HEALTHFUL, OR IN COMPLIANCE WITH ANY LAW, RULE OR REGULATION.

LOSS CONTROL PHILOSOPHY OF M.M.S.C.

EVERY MEMBER OF THE LIABILITY PLAN AND / OR THE WORKERS COMPENSATION GROUP HAS THE RESPONSIBILITY TO PROVIDE A SAFE ENVIRONMENT FOR ITS EMPLOYEES AND THE PUBLIC. A SAFE ENVIRONMENT DOES NOT MERELY HAPPEN, BUT OCCURS BY DESIGN. THE DESIGN FOR THE SAFE ENVIRONMENT IS THROUGH A WRITTEN, IMPLEMENTED, AND MONITORED LOSS CONTROL PROGRAM.

M.M.S.C. IS CONCERNED ABOUT PREVENTING ACCIDENTS. TO ADDRESS THAT CONCERN, M.M.S.C. WILL WORK WITH THE MEMBERS TO IDENTIFY LOSS CONTROL NEEDS AND TO IMPLEMENT AND STRENGTHEN THEIR PROGRAMS. THIS EFFORT IS ONE OF TEAMWORK INVOLVING EACH MEMBER AND M.M.S.C.

LOSS CONTROL PROGRAM

POLICY / RESPONSIBILITIES:

IT IS THE POLICY THAT EACH MEMBER PROVIDES FOR THE SAFETY OF ITS EMPLOYEES AND THE PUBLIC IN ALL OF ITS OPERATIONS AND FACILITIES.

MEMBERS AGREE TO ADHERE TO RULES AND REGULATIONS BY ESTABLISHING AND MAINTAINING A COMPREHENSIVE LOSS CONTROL PROGRAM. IT IS BEST IF THIS PROGRAM IS WRITTEN SO THAT COMMUNICATION CAN BE SOMEWHAT UNIFORM.

THE POLICY OF MEMBERS SHALL BE TO EMPHASIZE THE REDUCTION OR ELIMINATION OF CONDITIONS AND WORK PRACTICES, WHICH MAY CAUSE OCCUPATIONAL INJURY OR ILLNESS. EACH MEMBER SHALL BE RESPONSIBLE TO ADOPT ANY RELEVANT FEDERAL, STATE, COUNTY AND / OR MUNICIPAL CODES AND ORDINANCES AS THEIR STANDARDS. FURTHERMORE, THE MEMBERS WILL ALSO BE RESPONSIBLE TO ASSURE THAT THEIR OPERATIONS CONFORM TO THESE STANDARDS.

PURPOSE / SCOPE:

THE PURPOSE OF THIS MANUAL IS TO ASSIST IN FORMULATING, DEVELOPING AND ADMINISTERING LOSS CONTROL PROGRAMS FOR THE MEMBERSHIP THAT WILL MINIMIZE OR ELIMINATE RISK OF EMPLOYEE INJURY AND REDUCE ACCIDENT COSTS.

THE LOSS CONTROL PROCEDURES CONTAINED IN THE MANUAL ARE INTENDED TO SAFEGUARD THE MEMBERS' EMPLOYEES, PROPERTY AND THE PUBLIC. THEY OUTLINE ESSENTIAL ELEMENTS OF ORGANIZATION AND THE ACTIVITIES THAT SHOULD BE INCLUDED IN AN EFFECTIVE LOSS CONTROL PROGRAM.

TIPS FOR A SUCCESSFUL SAFETY MEETING

I. PLANNING

A. SET YOUR OBJECTIVES:

1. FOCUS YOUR PRESENTATION BY LISTING THE GOALS THAT YOU WANT TO ACCOMPLISH.

2. USE A WRITTEN DESCRIPTION OF WHAT YOU WANT TO ACCOMPLISH IN YOUR NOTICE OF THE MEETING TO "SELL" YOUR SAFETY MEETING BY STIMULATING INTEREST.

B. SELECT A TOPIC THAT ILLUSTRATES YOUR OBJECTIVE. USE PRACTICAL AND APPROPRIATE RESOURCES TO SUPPORT YOUR OBJECTIVES, SUCH AS:

1. ACCIDENT RECORDS, ACCIDENT INVESTIGATION REPORTS, ETC.

2. REVIEW THE SAFETY PROGRAM AND GOALS.

3. DEFICIENCIES SEEN DURING SAFETY INSPECTIONS, OBSERVED UNSAFE WORK PRACTICES OR CONDITIONS, UNSAFE EXPOSURES TO THE PUBLIC, ETC.

C. SAFETY FILMS AND VIDEO CASSETTES DEVELOP AND REINFORCE YOUR OBJECTIVES:

1. AUDIO / VISUAL PRESENTATIONS REDUCE BOREDOM BY INVOLVING THE SENSES OF SIGHT AND HEARING IN A STIMULATING AND ENTERTAINING PRESENTATION.

2. VIDEO PRESENTATIONS HELP KEEP THE MEETING FOCUSED ON THE TOPIC BEING PRESENTED. THE SAME CORE AND TECHNICAL MATERIAL CAN BE PRESENTED THE FIRST TIME AND EVERY TIME WITHOUT GOING OFF TRACK.

II. PREPARATION

A. ARRANGE SEATING TO STIMULATE INTERACTION AND POSITIVE RESPONSE.

B. TO HELP IN THE ENVIRONMENT FOR THE PRESENTATION, BE SURE THE VENTILATION, LIGHTING, ABSENCE OF GLARE AND UNOBSTRUCTED VIEW ARE PRESENT FOR BETTER COMFORT AND ATTENTION FOCUSED ON THE TOPIC.

C. THE TRAINING SESSION SHOULD BE LIMITED TO THE TIME IT TAKES TO PRESENT THE TOPIC. DON'T DRAG OUT THE SESSION TO FILL TIME.

D. CHECK OUT THE EQUIPMENT YOU WILL USE DURING THE PRESENTATION TO BE SURE IT IS WORKING. BE SURE YOU HAVE ENOUGH HANDOUTS AND THE NEEDED SUPPLIES.

E. DOCUMENTATION OF TRAINING IS ESSENTIAL. A SIGNED ATTENDANCE LIST WILL NOT ONLY ESTABLISH WHO HAS AND HAS NOT RECEIVED THAT PARTICULAR TRAINING, BUT WILL ALSO NOTE THE PROOF-OF-TRAINING NECESSARY FOR LEGAL PURPOSES.

III. PRESENTATION

A. TELL THE ATTENDEES WHAT THE MEETING IS ABOUT AND WHAT YOU ARE GOING TO DO. EMPHASIZE WHY THE MEETING IS IMPORTANT TO THE ATTENDEES AND HOW THEIR SAFETY SHOULD BE IMPROVED.

B. SHOW THE EXAMPLES OR VIDEO. THEN, DISCUSS THE EXAMPLES OR VIDEO TO EMPHASIZE THE MAIN POINTS YOU WANT THE ATTENDEES TO UNDERSTAND. ASK FOR EXAMPLES OF HOW THE ATTENDEES THINK THE POINTS APPLY TO THEIR PARTICULAR WORK. LISTEN TO THEIR IDEAS AND COMMENTS. GUIDE THE ATTENDEES IN THE PROPER DIRECTION IF THEY STRAY FROM THE TOPIC OR HAVE THE WRONG IDEA. DON'T EMBARRASS PEOPLE, BUT GUIDE THEM.

C. END THE MEETING WITH A POSITIVE FEELING. REVIEW THE MAIN POINTS. REMIND THE ATTENDEES ABOUT THE PERSONAL SAFETY BENEFITS OF DOING THE JOB RIGHT. SPECIFICALLY TELL THE ATTENDEES THE PERFORMANCE EXPECTATIONS. INVITE ADDITIONAL DISCUSSION IF MORE UNDERSTANDING IS NEEDED. THANK THE

ATTENDEES FOR LISTENING AND THEIR IDEAS (MAKE THEM GLAD TO BE THERE).

IV. FOLLOW - UP

A. DOCUMENT THE MEETING WHEN POSSIBLE, MAKING SURE THE SUMMARY INCLUDES THE QUESTIONS, OPINIONS, IDEAS, RESPONSES AND SUGGESTIONS PRESENTED BY YOU AND ATTENDEES.

B. IF YOU NEED TO GET BACK TO THE ATTENDEES WITH ADDITIONAL INFORMATION, FOLLOW THROUGH SO THAT THEY WILL UNDERSTAND THE IMPORTANCE YOU ARE PLACING ON THE TOPIC.

C. EVALUATE THE RESULTS:

HAS A BEHAVIORAL CHANGE SUCH AS WORKING MORE SAFELY?

HAS A DECREASE IN ACCIDENTS OCCURRED?

HAS SAFETY AWARENESS INCREASED?

ARE PERSONNEL HELPING EACH OTHER TO WORK MORE SAFELY?

EMPLOYEES' RESPONSIBILITIES

EACH EMPLOYEE IS EXPECTED TO WORK IN A SAFE MANNER. THE EMPLOYEE IS EXPECTED TO PREVENT ACCIDENTS AND USE EQUIPMENT SAFELY.

EMPLOYEE'S ARE EXPECTED TO:

A. ATTEND TRAINING MEETINGS AND LEARN SAFE WORK METHODS.

B. MAINTAIN SAFE HOUSEKEEPING PRACTICES.

C. PROPERLY WEAR PROTECTIVE CLOTHING / EQUIPMENT AND TO MAINTAIN THE CLOTHING / EQUIPMENT SO THAT IT IS SAFE TO USE. THE PROTECTIVE CLOTHING / EQUIPMENT INCLUDES BUT IS NOT LIMITED TO SAFETY GLASSES, HEARING PROTECTION AND LEATHER GLOVES.

D. USE MACHINE GUARDING TO PREVENT ACCIDENTS.

E. REPORT UNSAFE CONDITIONS TO SUPERVISORY PERSONNEL.

F. REPORT ALL ACCIDENTS, INJURIES AND SERIOUS NEAR MISSES TO THE IMMEDIATE SUPERVISOR WHEN THE EVENT OCCURS.

G. OBEY ALL RULES OF CONDUCT AND EXERCISE COMMON SENSE TO PREVENT ACCIDENTS.

H. BE CONCERNED ABOUT THE SAFETY OF THE PUBLIC REGARDING THE CITY'S EXPOSURES.

I. CORRECT UNSAFE CONDITIONS AND METHODS BEFORE THE ACCIDENT OCCURS.

J. EMPLOYEES WHOSE DUTIES REQUIRE DRIVING VEHICLES OR MOBILE EQUIPMENT MUST COMPLY WITH TRAFFIC LAWS, INCLUDING THE DRIVER AND ALL PASSENGERS FASTENED BY SEAT / SAFETY BELTS.

K. SMOKING IS PROHIBITED IN NON-DESIGNATED AREAS.

L. KNOW THE TOOLS AND EQUIPMENT BEING USED. IF THERE IS A QUESTION ABOUT THE TOOLS OR EQUIPMENT, DISCUSS THIS WITH THE SUPERVISOR. DO NOT USE DEFECTIVE TOOLS; DO NOT USE TOOLS AND EQUIPMENT IN UNSAFE MANNER.

M. READ AND OBEY THE PRECAUTIONS ON MATERIAL SAFETY DATA SHEETS REGARDING CHEMICALS.

N. IF SELECTED TO SERVE ON A SAFETY OR ACCIDENT REVIEW COMMITTEE, REMEMBER THAT THESE COMMITTEES ARE FOR THE PROMOTION OF SAFETY FOR ONESELF, COWORKERS AND THE PUBLIC. POSITIVE AND EAGER ATTENTION TOWARD THIS SERVICE IS IMPORTANT IN THE INVESTIGATION AND PREVENTION OF ACCIDENTS.

O. FOLLOW THE SAFEST METHODS AND PRACTICES FOR THE JOB TO BE DONE.

P. TEAMWORK IS ESSENTIAL TO PREVENTING ACCIDENTS. WHEN WORKING IN-GROUPS OR CREWS, ALL MEMBERS OF THE GROUP NEEDS TO UNDERSTAND AND PRACTICE SAFETY.

Q. ANY EMPLOYEE SUFFERING FROM ANY ILLNESS OR INJURY THAT CAN CONTRIBUTE TOWARD CAUSING AN INJURY MUST REPORT THE REDUCED ABILITY TO THE SUPERVISOR BEFORE BEGINNING THE TASK.

SAFETY INSPECTIONS

TO PREVENT ACCIDENTS, UNSAFE CONDITIONS MUST BE DETECTED AND CORRECTED. AS PART OF THE IDENTIFICATION OF UNSAFE CONDITIONS, MONTHLY WRITTEN SAFETY INSPECTIONS NEED TO BE CONDUCTED. THE REPORTS SHOULD BE SUBMITTED TO THE SAFETY DIRECTOR. DEFICIENCIES IN SAFETY SHOULD RECEIVE CORRECTIVE ACTION WHEN DETECTED.

INSPECTIONS SHOULD NOT BE LIMITED TO UNSAFE PHYSICAL CONDITION, BUT ALSO SHOULD INCLUDE UNSAFE WORK HABITS. THE NEXT STEP IS TO MOTIVATE CHANGED WORK HABITS.

SOME UNSAFE CONDITIONS MIGHT INCLUDE:

*	PINCH / CATCH POINTS	*	HEAVY OBJECTS
*	SHEAR POINTS	*	CHEMICALS / FLAMMABLE
*	SQUEEZE POINTS	*	HOT / COLD OBJECTS
*	FLYING OBJECTS	*	RADIATION
*	FALLING OBJECTS	*	SHARP / POINTED
*	"RUN INTO" OBJECTS	*	SLIPPERY OBJECTS
*	ELECTRICITY	*	TRIP / FALL HAZARDS

TO PREVENT ACCIDENTS, CONTINUOUS OBSERVATION IS NECESSARY TO ENSURE THAT TASKS ARE DONE SAFELY AND EMPLOYEES FOLLOW ALL SAFETY PRECAUTIONS. BY OBSERVING WORKERS IN THE PERFORMANCE OF THE TASKS, IT IS POSSIBLE TO RECOGNIZE UNSAFE PRACTICES. THE FOLLOWING ARE A FEW EXAMPLES OF UNSAFE PRACTICES:

* OPERATING MACHINERY, USING TOOLS OR APPLIANCES, OR USING OTHER EQUIPMENT WITHOUT AUTHORITY
* OPERATING MACHINERY AT UNSAFE SPEEDS
* SAFETY GUARDS HAVE BEEN REMOVED, OR RENDERED INEFFECTIVE
* USING DEFECTIVE TOOLS OR EQUIPMENT
* USING TOOLS OR EQUIPMENT IN UNSAFE MANNER, (SUCH AS USING IN A MANNER, FOR WHICH THE TOOLS / EQUIPMENT WAS NOT DESIGNED)
* USING THE HANDS OR BODY INSTEAD OF TOOLS
* OVERLOADING, CROWDING, AWKWARDLY ARRANGING OR OTHER MISHANDLING METHODS
* STANDING UNDER SUSPENDED LOADS, AT OPEN HATCHES OR SHAFTS
* DISMOUNTING MOVING EQUIPMENT OR VEHICLES
* WALKING ALONG RAILROAD TRACKS
* REPAIRING OR ADJUSTING EQUIPMENT OR VEHICLES THAT ARE IN MOTION, UNDER PRESSURE, ELECTRICALLY CHARGED OR CONTAINING DANGEROUS SUBSTANCES
* DISTRACTING SOMEONE'S ATTENTION

* NOT USING ADEQUATE PERSONNEL PROTECTIVE EQUIPMENT OR SAFETY DEVICES

* CLUTTERED HOUSEKEEPING

* RIDING IN BEDS OF TRUCKS / OR RIDING DOUBLE ON EQUIPMENT

* BACKING A VEHICLE, WITHOUT A LOOKOUT AT THE REAR

* NOT USING PROPER LIFTING TECHNIQUES

* PLACING ITEMS SO THAT THEY ARE LIFTED IN AWKWARD BODY POSITIONS

THE INTENT IS THAT A DILIGENT EFFORT IS NEEDED SO THAT UNSAFE CONDITIONS AND PRACTICES ARE ELIMINATED. DETERMINE WHAT CAUSES CONTRIBUTED TO PREVIOUS ACCIDENTS. WERE THOSE CONDITIONS CORRECTED? WHAT CONDITIONS AND PRACTICES CAN CAUSE FUTURE ACCIDENTS? AGAIN, THE KEY IS TO CORRECT THE CAUSES THAT CAN CONTRIBUTE TO ACCIDENTS.

LIABILITY CONTROL

LIABILITY CLAIMS RESULTING EITHER DIRECTLY BECAUSE OF SOME ACTION BY AN EMPLOYEE OR INDIRECTLY BECAUSE OF AN UNSAFE CONDITION OF FACILITIES CONSTITUTE A SIGNIFICANT FINANCIAL DRAIN UPON FUNDS. WHILE SOME LIABILITY POTENTIAL IS BEYOND CONTROL, A HIGH PERCENTAGE CAN BE KEPT WITHIN REASONABLE LIMITS WHEN EFFORTS ARE DIRECTED TOWARD ELIMINATING THE CAUSES. IT WILL BE THE RESPONSIBILITY OF EVERY EMPLOYEE TO INCLUDE SUCH EFFORTS AS AN INTEGRAL PART OF EVERYDAY DUTIES.

FIELD FACILITY INSPECTIONS

DEPARTMENT HEADS RESPONSIBLE FOR MAINTENANCE OF FIELD FACILITIES WILL INSURE THOROUGH INSPECTIONS ARE CONDUCTED AT A FREQUENCY DETERMINED TO BE ADEQUATE FOR CONTROLLING DEFECTS. SUCH INSPECTIONS DONE BY DIVISIONS IN THEIR OWN RESPECTIVE AREAS OF CONCERN WILL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. CONDITIONS OF ALL STREETS, GUTTERS AND SIDEWALKS, WITH RESPECT TO HOLES, ROUGHNESS, DRAINAGE, CRACKS, BREAKS, IRREGULARITIES AND EXCESSIVE AMOUNTS OF GRAVEL OR SAND ON PAVEMENTS.

2. CONDITION OF MAIN AND BRANCH SEWER LINES AS WELL AS FREEDOM FROM RESTRICTIONS.

3. CONDITION OF PUBLIC EASEMENTS WITH RESPECT TO ACCUMULATED PILES OF TRASH, ILLEGAL FENCING OR STRUCTURES THAT ENDANGER PERSONNEL WORKING IN EASEMENTS OR THAT CONSTITUTES A FIRE HAZARD.

4. CONDITION OF RECREATION AREAS, PARKS, ETC. WITH RESPECT TO GLASS, CANS AND DEBRIS ON THE GROUNDS AND THE PRESENCE OF STRUCTURAL HAZARDS WHICH COULD CAUSE CUTS, TRIPPING, BUMPING AND FALLING INJURIES.

5. CONDITION OF ALLEYS FOR OBSTRUCTIONS TO PASSAGE, EXCESSIVE HOLES, WEEDS AND ROUGH SURFACES THAT COULD THROW A VEHICLE OUT OF CONTROL OR CAUSE INJURIES.

6. CONDITIONS OF TREES AND SHRUB GROWTH ALONG STREETS, SIDEWALKS AND PARKWAYS WHICH COULD DAMAGE VEHICLES, INJURE PEOPLE OR CREATE BLIND AREAS AT INTERSECTIONS OR OBSCURE OTHER HAZARDS, TRAFFIC LIGHTS, STREET LIGHTING, FIRE HYDRANTS, ETC.

7. CONDITION OF DRAINAGE DITCHES TO INSURE GOOD FLOW OF WATER.

8. PROPER GUARDING STREET DRAINS AND DRAIN DUCTING.

9. PROPER PLACEMENT OF SPEED LIMIT AND TRAFFIC REGULATORY SIGNS.

10. CONDITION OF PAVEMENT STRIPES AND MARKED CROSSWALKS.

SAFETY TRAINING

AN EFFECTIVE ACCIDENT PREVENTION AND OCCUPATIONAL HEALTH HAZARD CONTROL PROGRAM INCLUDE TRAINING IN SAFETY. SUPERVISORS MUST KNOW HOW TO TRAIN EMPLOYEES IN THE SAFE AND PROPER METHODS OF DOING THE WORK.

TRAINING IS ONE METHOD OF INFLUENCING HUMAN BEHAVIOR. SAFE WORK PRACTICES ARE ENCOURAGED BY THE EXAMPLE OF THE EMPLOYER AND SUPERVISOR. A WELL - PLANNED TRAINING PROGRAM WILL NOT ONLY EDUCATE EMPLOYEES IN SAFETY, BUT WILL ALSO HELP CHANGE OTHER INFLUENCES SO THAT SAFETY IS SOMEWHAT ENCOMPASSING.

DEVELOPING A TRAINING PROGRAM:

WHEN DEVELOPING A TRAINING PROGRAM, CONSIDER THE TRAINING NEEDS, PROGRAMS OBJECTIVES, MATERIALS AND TRAINING METHODS NECESSARY TO EFFECTIVELY COMMUNICATE AND MOTIVATE.

TRAINING NEEDS:

A TRAINING PROGRAM IS NEEDED:

1. FOR NEW EMPLOYEES; ALTHOUGH THEY MIGHT BE EXPERIENCED, THEY ARE NOT EXPERIENCED IN YOUR SITE LOCATIONS.
2. WHEN PROCEDURES ARE INTRODUCED.
3. WHEN NEW EQUIPMENT OR PROCESSES ARE INTRODUCED.
4. WHEN LOSS ANALYSES REVEAL TRENDS THAT ARE CONTRIBUTING TO INJURIES.

TRAINING PROGRAM OBJECTIVES:

TRAINING PROGRAMS SHOULD BE BASED ON CLEARLY DEFINED OBJECTIVES THAT DETERMINE THE TYPES OF TRAINING MATERIALS NEEDED BASED UPON THE METHODS NEEDED TO COMMUNICATE AND MOTIVATE. ALSO, A METHOD OF MEASURING THE EFFECTIVENESS OF THE TRAINING IS NEEDED; (SUCH AS EMPLOYEES DEMONSTRATING THEIR UNDERSTANDING TO THE SUPERVISOR TYPES OF EXAMINATIONS). THE OBJECTIVES SHOULD BE PLANNED CAREFULLY AND ORGANIZED INTO LESSON FORMATS.

THE LESSON PLAN:

ONCE THE OUTLINE HAS BEEN PREPARED, IT IS IMPORTANT THAT A FORMAL LESSON PLAN BE DRAWN UP THAT PROVIDES THE BLUEPRINT FOR THE MATERIALS TO BE PRESENTED DURING THE INSTRUCTION.

SUPERVISOR:

THE EFFECTIVENESS OF A LOSS CONTROL PROGRAM IS DIRECTLY RELATED TO THE QUALITY OF AVAILABLE SUPERVISORS. THIS INCLUDES THEIR COMPLETE UNDERSTANDING OF THE HAZARDS OF ALL JOBS ASSIGNED TO THEIR DEPARTMENTS AND THEIR CONSCIENTIOUS ENFORCEMENT OF SAFE WORK RULES.

THE IMMEDIATE JOB OF PREVENTING ACCIDENTS AND CONTROLLING WORK HEALTH HAZARDS FALLS UPON THE SUPERVISOR BECAUSE SAFETY AND OPERATIONAL CONTROLS ARE CLOSELY ASSOCIATED WITH SUPERVISORY RESPONSIBILITIES. IT IS IMPORTANT THAT TRAINING PROGRAMS BE DESIGNED TO HELP SUPERVISORS WITH THESE TRAINING RESPONSIBILITIES.

NEW EMPLOYEE:

EMPLOYEES CANNOT BECOME PRODUCTIVE UNTIL THEY HAVE A CLEAR UNDERSTANDING OF WHAT IS EXPECTED OF THEM. SUPERVISORY PERSONNEL NEVER SHOULD ASSUME THAT A NEWLY HIRED, NEWLY ASSIGNED, OR REASSIGNED EMPLOYEE THOROUGHLY KNOWS SAFETY PROCEDURES. THE EMPLOYEE MUST ALWAYS BE COACHED TO DO TASKS ACCORDING TO SAFETY STANDARDS. A FIVE POINT METHOD OF JOB

INSTRUCTION IS HELPFUL IN TEACHING: PREPARATION, INSTRUCTION, APPLICATION, TESTING AND CAPABILITY EVALUATION.

PREPARATION:

HAVE ON HAND ALL MATERIALS AND EQUIPMENT NECESSARY TO TEACH THE JOB. THE TRAINEE SHOULD BE ENCOURAGED BY RELATING THIS FUNCTION TO THE OVERALL ACTIVITIES OF THE DEPARTMENT. EMPHASIS SHOULD BE PLACED ON THE IMPORTANCE OF SAFELY DOING THE WORK. THE WORKER SHOULD BE MADE TO FEEL AS AN INTEGRAL PART OF THE DEPARTMENT.

INSTRUCTION:

THE SUPERVISORY PERSONNEL SHOULD DEMONSTRATE AND EXPLAIN TO THE EMPLOYEE HOW THE JOB IS TO BE DONE SAFELY. THE JOB SHOULD BE TAUGHT STEP BY STEP COVERING ONLY A FEW POINTS AT A TIME AND WITH FREQUENT REQUESTS FOR THE EMPLOYEE TO DEMONSTRATE WHAT HAS BEEN LEARNED. EMPHASIS SHOULD BE PLACED ON THE HAZARDOUS STEPS AND THE POTENTIAL ACCIDENTS. THE SUPERVISOR NEEDS TO DEMONSTRATE THE SAFE TECHNIQUES OF DOING THE JOB UNTIL THE EMPLOYEE UNDERSTANDS THROUGHLY. AGAIN, THE EMPLOYEE SHOULD DEMONSTRATE PERFORMING THE JOB TO THE SUPERVISOR FOR SUPERVISORY OBSERVATION AND GUIDANCE.

APPLICATION:

IT IS AT THIS STEP THAT THE TRAINEE TAKES OVER AND GOES THROUGH THE JOB. THE EMPLOYEE EXPLAINS WHAT IS ABOUT TO BE DONE AND THE SAFETY HAZARDS TO BE AVOIDED. SUPERVISORY PERSONNEL NEED TO MAKE CORRECTIONS APPROPRIATELY TO HELP THE EMPLOYEE UNDERSTAND THE DETAILS.

TESTING AND CAPABILITY EVALUATION:

WHEN THE SUPERVISOR IS REASONABLY SURE THAT THE EMPLOYEE UNDERSTANDS THE JOB, THE EMPLOYEE IS PERMITTED TO PROCEED WITH THE WORK AND IS PERIODICALLY EVALUATED THOROUGH OBSERVATION AND CHECKING THE RESULTS OF THE WORK TO BE SURE PROPER PROCEDURES HAVE BEEN FOLLOWED. THE SUPERVISOR SHOULD CHECK BACK ON OCCASION TO DETERMINE THE EMPLOYEE'S PROGRESS. THIS FOLLOW UP IS IMPORTANT TO ASSURE THE EMPLOYEE THAT THERE IS CONCERN.

ALSO, ESTABLISH AN OVERALL DEPARTMENTAL ORIENTATION PROGRAM TO LET EMPLOYEES KNOW THE DEPARTMENT'S FUNCTION AND HOW THIS APPLIES TO THE OVERALL MISSION OF THE ORGANIZATION. DURING THE TRAINING PERIOD, WHICH COULD BE IN A CLASSROOM OR ON A JOB, DETERMINE THE CAPABILITIES OF NEW EMPLOYEES AND LET THEM KNOW WHAT AND HOW THEY ARE EXPECTED TO DO ON THE JOB.

* REMEMBER, SAFETY IS OF PARAMOUNT IMPORTANCE

ALL WORK PROCEDURES AND PRACTICES MUST EMPHASIZE SAFE WORK PRACTICES AND MAINTENANCE OF TOOLS AS WELL AS KEEPING THE WORK PLACE SAFE. DURING INSTRUCTION, TESTING AND OBSERVATION AND FOLLOW UP, POSITIVE FEEDBACK TO CORRECT IMPROPER PROCEDURES ARE NECESSARY.

SAFETY COMMITTEE:

1. MEMBERS: WILL BE MADE UP OF THE SAFETY DIRECTOR (SERVES AS A PERMANENT BASIS) AND OTHER EMPLOYEES APPOINTED BY THE SAFETY DIRECTOR. DEPARTMENT HEAD NEED NOT BE A MEMBER OF THE COMMITTEE, BUT MUST BE KEPT FULLY INFORMED AND TAKE POSITIVE ACTION ON COMMITTEE RECOMMENDATIONS. NEW EMPLOYEES SHOULD BE INVOLVED AT AN EARLY STAGE OF EMPLOYMENT SO THAT THEY CAN BE TRAINED IN LOSS CONTROL.

2. MEETINGS: THIS COMMITTEE WILL MEET AS NEEDED.

3. FUNCTION: COMMITTEE INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING;

A. REVIEW PAST ACCIDENTS AND DEVELOP AND EVALUATE CORRECTIVE ACTIONS.

B. IDENTIFY HAZARDS AND IMPLEMENT PROCEDURES TO CONTROL THEM.

C. REVIEW SAFETY SUGGESTIONS AND DEVELOP IDEAS FOR POSSIBLE IMPLEMENTATION.

D. MONITOR INSPECTION REPORTS TO ASSURE THAT CORRECTIVE ACTION IS TAKEN.

E. PARTICIPATE IN MEETINGS TO DISCUSS ACCIDENT PREVENTION, SAFETY AND INSPECTION REPORTS.

F. PROMOTE SAFETY AWARENESS PROGRAMS FOR EMPLOYEES.

G. IMPLEMENT SAFETY TRAINING PROGRAMS FOR EMPLOYEES.

H. HEAR AND INVESTIGATE EMPLOYEE COMPLAINTS ON HAZARDOUS CONDITIONS, MATERIAL OR EQUIPMENT. FORWARD WORTHWHILE RECOMMENDATIONS TO THE DEPARTMENT SAFETY OFFICIAL.

I. PUBLISH MINUTES OF MEETINGS, TO INCLUDE COMMITTEE RECOMMENDATIONS, AND DIRECT THEM TO THE DEPARTMENT HEADS.

ACCIDENT INVESTIGATION AND REPORTING

A THOROUGH INVESTIGATION OF EVERY ACCIDENT IS A KEY TO ANY SUCCESSFUL ACCIDENT PREVENTION PROGRAM. ACCIDENT INVESTIGATION AND ANALYSIS DETECT THE UNSAFE ACTS AND CONDITIONS THAT MAY BE OVER LOOKED DURING THE INSPECTION AND TRAINING PHASES OF THE PROGRAM.

INVESTIGATION:

THE FIRST STEP IN PREVENTING A RECURRENCE OF AN ACCIDENT IS TO INVESTIGATE AND ANALYZE AN ACCIDENT THAT HAS HAPPENED AND TAKE POSITIVE ACTION TO REMOVE ITS CAUSES. THE DEPARTMENT HEAD SHOULD INVESTIGATE EACH ACCIDENT OR SERIOUS NEAR MISS AND THE FINDINGS SHOULD CONSTITUTE A PORTION OF THE COMPLETE ACCIDENT REPORT. THE INVESTIGATOR SHOULD:

1. DETERMINE THE ACT OR CONDITION THAT TRIGGERED THE ACCIDENT.

2. CITE ANY PROCEDURE OR ACTION THAT WAS NOT IN ACCORDANCE WITH STANDARD SAFETY POLICIES. IF THERE WERE NONE, INDICATE THIS ON THE REPORT.

3. INDICATE ANY CORRECTIVE ACTIONS THAT WOULD PREVENT ANOTHER MISHAP OF THIS TYPE. THE USE OF JUDGEMENT AND THE ABILITY TO ASK THE RIGHT QUESTIONS ARE SKILLS WHICH CAN BE LEARNED. LISTENING TO WHAT IS SAID IS ANOTHER HELPFUL SKILL IN ANY INVESTIGATION AND ESPECIALLY TRUE IN ACCIDENT INVESTIGATIONS. BASIC HUMAN NATURE MAKES IT DIFFICULT FOR MOST PEOPLE TO ADMIT CAUSING AN ACCIDENT. THIS IS PARTICULARLY TRUE WHEN INSTRUCTIONS ARE NOT FOLLOWED. IT

IS ALSO EMBARRASSING FOR SOME PEOPLE TO ADMIT THEY DO NOT KNOW THE CORRECT MANNER IN WHICH TO ACCOMPLISH A TASK. MUCH PERSISTENCE AND KNOWLEDGE OF HUMAN BEHAVIOR IS HELPFUL TO THE SUPERVISOR / ACCIDENT INVESTIGATOR.

IT IS SUGGESTED THAT THE FOLLOWING SEQUENCE OF EVENTS BE FOLLOWED:

1. VISIT THE ACCIDENT SCENE BEFORE INTERVIEWING ANY WITNESSES. OBSERVE THE PLACEMENT OF MATERIALS AND GENERAL LAYOUT. IT MAY BE ADVANTAGEOUS TO MAKE A ROUGH SKETCH OF THE AREA FOR FUTURE REFERENCE.

2. SOLICIT INFORMATION FROM WITNESSES OR EMPLOYEES.

THE COMPLETE INVESTIGATION:

THE COMPLETE INVESTIGATION INVOLVES THREE (3) PARTS OR PHASES. THEY ARE THE;

1. PREPARATION PHASE

2. INFORMATION GATHERING PHASE

3. ACTION PHASE

1. PREPARATION PHASE:

THIS REFERS TO THE PREPARATION DONE BEFORE A MISHAP EVER HAPPENS. IT MEANS BUILDING A MISHAP PLAN, HELPING PEOPLE KNOW THE NEED AND PURPOSE OF AN INVESTIGATION, AND TRAINING THEM ON ACTIONS TO TAKE AFTER A MISHAP. THIS PRE-MISHAP ACTIVITY ENSURES HANDLING AN INQUIRY EFFECTIVELY AND PROMPTLY.

2. INFORMATION GATHERING PHASE:

MOST PEOPLE CALL THIS "MISHAP INVESTIGATION". HERE WE GATHER FACTS, ANALYZE THEM, AND REACH CONCLUSIONS. IT INCLUDES THE MOST DIFFICULT PART OF THE INVESTIGATION, MAKING THE MISHAP REPORT ITSELF. FILLING OUT FORMS IS OFTEN SEEN AS A ROUTINE, BORING TASK. HOWEVER, TO MAKE A REPORT WITH SPECIFIC RECOMMENDATIONS FOR CORRECTIVE ACTION IS DIFFICULT. EVEN EXPERT INVESTIGATORS HAVE PROBLEMS WITH THIS. AN INVESTIGATION OFTEN ENDS HERE. IF WE FILE THE REPORT AT THIS POINT, OUR OVERALL EFFORT IS WASTED.

3. ACTION PHASE:

THIS IS THE MOST IMPORTANT PART OF THE INVESTIGATION PACKAGE. ACTING ON UNCOVERED OVERSIGHTS, OMISSIONS AND DISCREPANCIES IS THE OBJECT OF THE ACTION PHASE. ADMITTEDLY, THE INVESTIGATOR IS NOT ALWAYS IN POSITION TO COMPLETE THIS "ACTION PHASE". HE MAY ONLY SUBMIT THE REPORT. NEVERTHELESS, THE SUPERVISOR IS IN A GOOD POSITION TO FOLLOW UP AND INSIST ON CORRECTIVE ACTIONS. IT INVOLVES HIS PEOPLE AND HIS ACTIVITY.

THAT IS THE COMPLETE INVESTIGATION FROM PREPARATION, THROUGH THE INVESTIGATION ITSELF, AND THEN ACTION ON THE FINDINGS.

HUMAN TRAITS BEING WHAT THEY ARE, WE TRY TO QUESTION EYEWITNESSES QUICKLY AFTER THE MISHAP. RECALL IS SHARPEST SHORTLY AFTER AN EVENT. AS TIME PASSES THE THINGS THAT ARE IMPRESSED MOST MAY FADE OR GET DISTORTED.

WHEN FIRST IMPRESSIONS DO NOT EXPLAIN IN PEOPLE'S MINDS WHAT HAPPENED, THEY TEND TO FILL IN THE GAPS WITH LOGICAL THOUGHTS. IF A WITNESS IS ASKED WHY THE VICTIM WAS IN A CERTAIN LOCATION AND THE WITNESS DOES NOT KNOW, REASONING LEADS HIM OR HER TO OFFER AN EXPLANATION ANYWAY.
AS WITNESSES TALK TO OTHER PEOPLE, NEW INFORMATION FILLS GAPS IN WHAT THEY REALLY SAW OR HEARD, EVEN IF IT IS NOT VALID. THAT IS WHY WITNESSES SHOULD BE KEPT APART UNTIL THEY CAN BE INTERVIEWED SEPARATELY. THIS

MAY BE HARD TO DO IF SOME TIME PASSES BEFORE WE CAN INTERVIEW THEM OR THERE ARE SEVERAL OF THEM. KEEP THEM APART BY SENDING THEM BACK TO WORK OR HAVE THEM HELP WITH THE INVESTIGATION IN LITTLE WAYS SUCH AS RUNNING ERRANDS, ACTING AS GUARDS, ETC. IF THE WITNESS DISCUSSES THE MISHAP AT HOME OR WITH FRIENDS, EACH TIME THE STORY IS TOLD THE FACTS GET SLIGHTLY CHANGED, ALL UNCONSCIOUSLY. BY INTERVIEW TIME THE NEW STORY IS FIRM.

NON-HUMAN WITNESSES ARE ALSO IMPORTANT, THIS EVIDENCE CAN BE CONTAINED IN:

1. PARTS:

   THIS REFERS TO HARDWARE CONNECTED WITH A MISHAP. IT INCLUDES DAMAGED EQUIPMENT OR CONTROLS (THEIR POSITION AND READINGS). EACH BIT OF DAMAGE OR LACK OF DAMAGE, THE READINGS ON GAUGES, THE POSITION OF SWITCHES, ON OR OFF, ALL HELP THE INVESTIGATOR.

2. POSITION:

   THIS IS THE POSITION OF HUMAN OR NON-HUMAN THINGS. IT WOULD INCLUDE WHERE AND THE WAY A BODY IS LYING, THE POSITION OF EQUIPMENT WRECKAGE, ETC.

3. PAPER:

   PAPER INFORMATION INCLUDES LICENSES, CERTIFICATIONS, TRAINING RECORDS OR INSPECTION AND EVALUATION FORMS. FOR INSTANCE; A WORK ORDER SHOWING THAT A MACHINE WHICH FAILED WAS WORKED ON RECENTLY PROVIDES A FOCUS FOR THE INVESTIGATOR.

LET'S RETURN TO HUMAN WITNESSES AND THE INTERVIEW. IT IS AN INTERVIEW NOT AN INTERROGATION. START WITH THE OPERATOR OR IMMEDIATE SUPERVISOR, IF PRESENT. THOUGHTFUL TREATMENT OF A WITNESS, PERHAPS ONE UNDER GREAT STRESS, IS IMPORTANT. HAVE THE INTERVIEW IN A QUIET PLACE, FREE FROM DISTRACTIONS. THAT INCLUDES YOUR OWN NOTE TAKING.

FIVE STEP INTERVIEWING TECHNIQUE:

1. REMIND WITNESS OF PURPOSE:

   NEARLY ALL WITNESSES HAVE REASONS FOR NOT COMING FORWARD. THEY ARE VOLUNTEERS AND DO NOT HAVE TO AID THE INVESTIGATOR. TELL THEM THE PURPOSE OF THE INVESTIGATION AND HOW THEIR KNOWLEDGE WILL HELP THAT PURPOSE. EXPECT THE MOST HELP IF THE WITNESS BELIEVES THAT THE PURPOSE IS TO PREVENT MORE INJURIES OR DAMAGES. EXPECT THE LEAST COOPERATION IF THE PURPOSE IS TO PLACE BLAME OR SEEK A SCAPEGOAT. WITNESSES NEED TO KNOW THAT THEY ARE NOT GOING TO GET THEMSELVES OR FRIENDS IN TROUBLE.

2. ASK FOR COMPLETE VERSION:

   BEST RESULTS COME IF THE WITNESSES ARE FIRST ALLOWED TO TELL THEIR COMPLETE VERSION OF WHAT HAPPENED. FIND OUT WHERE THEY WERE AND THEIR JOB, AND LET THEM TELL THEIR STORY. TRY NOT TO INTERRUPT THE FIRST TELLING, OTHER THAN GENTLE PRODDING TO KEEP THEM ON TRACK.

3. FILL IN GAPS:

   THERE WILL BE THINGS THE INVESTIGATOR DOES NOT UNDERSTAND AND RESULTING GAPS IN THE INFORMATION FLOW. AFTER THE WITNESS GIVES A VERSION OF WHAT HAPPENED, QUESTIONS ARE ASKED TO FILL IN THE GAPS. USE NON-TECHNICAL TERMS AND DON'T ASK LEADING QUESTIONS. ASKING "WAS THE BUTTON GREEN?" GETS YOU A DIFFERENT ANSWER THAN "WHAT COLOR WAS THE BUTTON?" "HAD HE BEEN DRINKING BEER?" WON'T PROVIDE THE SAME ANSWER AS "WERE THERE ANY SIGNS OF DRINKING?"

4. CHECK YOUR UNDERSTANDING:

AFTER YOU HAVE AS MUCH INFORMATION AS YOU THINK YOU WILL GET, RESTATE, POSSIBLY AS A SUMMARY, WHAT WAS SAID, TO MAKE CERTAIN YOU HAVE IT RIGHT. IT MAY BE PROPER TO TYPE OUT A STATEMENT OF THIS ACCOUNT FOR THE WITNESS TO SIGN. THANK THE WITNESS FOR HIS HELP. LEAVE THE WAY OPEN FOR MORE CONTACT.

5. HOW TO PREVENT REOCCURRENCE:

A FIFTH STEP, NOT STRICTLY SEEKING MISHAP FACTS, IS GETTING THE PERSON'S IDEAS ON PREVENTING A REPEAT MISHAP. THE PERSON GIVING YOU THE MOST IS THE ONE INVOLVED IN THE MISHAP. HOWEVER, THAT PERSON MAY HAVE NO IDEA OF WHAT HAPPENED. THE OTHER PERSON WHO PROVIDES GOOD HELP IS THE FIRST LINE SUPERVISOR. BOTH ARE DIRECTLY INVOLVED AND HAVE AN IMPRESSIVE STAKE IN PREVENTING A SIMILAR EVENT. BY THE TIME YOU INTERVIEW THEM, THEY WILL HAVE SEVERAL IDEAS ABOUT WHAT CAN PREVENT ANOTHER MISHAP. THEY MAY DESERVE ANOTHER MEETING ON THE SUBJECT AFTER THEY HAVE REVIEWED THE EVENT, HOW IT HAPPENED, AND WHAT LED TO IT.

KEY POINTS FOR WITNESS INTERVIEWING:

1. INTERVIEW WITNESSES PROMPTLY AND SEPARATELY.
2. REASSURE THE WITNESS OF THE INVESTIGATION'S PURPOSE.
3. GET THE WITNESS VERSION WITH MINIMUM INTERRUPTION.
4. DIRECT SPECIFIC QUESTIONS TO CLARIFY AND FILL IN.
5. SUMMARIZE YOUR UNDERSTANDING OF WHAT THE WITNESS SAID.

OTHER POINTS FOR WITNESS INTERVIEWING:

1. DON'T SAY ANYTHING TO BLAME OR THREATEN THE EMPLOYEE.
2. DON'T BADGER THE WITNESS OR GENERALLY GIVE HIM / HER A HARD TIME.
3. DON'T RESORT TO SARCASM, SKEPTICISM, OR ACCUSATION.
4. HANDLE ALL DISCREPANCIES WITH TACT.
5. LET THE WITNESS FEEL HE / SHE IS A PARTNER IN THE INVESTIGATION.
6. DON'T TAKE NOTES WHEN A WITNESS IS TRYING TO EXPLAIN WHAT HE / SHE SAW.
7. TALK TO AS MANY PEOPLE AS NEEDED UNTIL YOU FEEL THERE IS NO QUESTION ABOUT WHAT HAPPENED.
8. ASK THE WITNESSES IF THEY KNOW "WHY" THE EVENT HAPPENED.

IT IS ALSO IMPORTANT TO PHOTOGRAPH THE SCENE, THE PLACEMENT OF OBJECTS, EQUIPMENT, ETC. MISHAP PHOTOS QUICKLY DOCUMENT MANY FACTS THAT MAY OTHERWISE BE LOST IN THE HUSTLE AND BUSTLE OF EARLY INVESTIGATIVE ACTIONS. THE SCENE MAY BE BUSY WITH RESCUERS, POLICE AND SECURITY PERSONS, CLEAN-UP CREWS, FRANTIC CO-WORKERS AND ON LOOKERS. REVIEWING PHOTOS WILL VERIFY FACTS AND OFTEN REVEAL INFORMATION NOT FOUND IN THE FIRST GATHERING OF FACTS. IT ALLOWS INVESTIGATORS TO GO AHEAD WITH THE CLEAN UP AND LATER OBSERVE THE SCENE AND ANALYZE AT LEISURE.

WE OFTEN WANT MISHAP PHOTOGRAPHY EVEN IF WE DO NOT NEED THE PHOTOS FOR THE REPORT. WE USE PHOTOS TO RECALL INFORMATION, SOMETIMES YEARS LATER, WHEN TIME HAS DIMMED PEOPLE'S MEMORY. THERE ARE MANY REASONS TO REVIEW MISHAP PHOTOS, INCLUDING AS EVIDENCE FOR WORKERS COMPENSATION CLAIMS, PREVENTION, AND LITIGATION. PHOTOS OFTEN PROVIDE FORGOTTEN FACTS ABOUT A MISHAP.

MISHAP PHOTOS SHOULD BE TAKEN AS SOON AFTER THE EVENT AS POSSIBLE, BEFORE PEOPLE CAN DESTROY THE EVIDENCE OR CART IT AWAY. THE BEST PROCESS IS TO FIRST TAKE PICTURES OF THE GENERAL SCENE AND LATER TAKE MORE TO RECORD DETAILED INFORMATION OR TO CLARIFY DETAILS.

WHILE PHOTOS ARE BEING TAKEN IS ALSO A GOOD TIME TO GET BASIC DATA FOR CHARTS AND DIAGRAMS. KEY MEASUREMENTS CAN BE TAKEN, DEBRIS AND BODIES LOCATED AND OTHER FEATURES NOTED. ALIGN OUTDOOR PICTURES TO COMPASS DIRECTION AND INDOOR PHOTOS TO THE WINDOWS, DOORS, WALLS, ETC. THIS ALLOWS THE PHOTOS, CHARTS AND DIAGRAMS TO VERIFY AND SUPPORT EACH OTHER.

THE FIRST SITE PICTURES SHOULD INCLUDE THE TRANSIT EVIDENCE. THAT INCLUDES THINGS THAT NEED TO BE MOVED QUICKLY SUCH AS DEBRIS BLOCKING AISLES OR ROADS. IT INCLUDES FLUIDS THAT CAN DRY OR SOAK IN, SKID MARKS AND BODIES OR OUTLINES OF THEM. IT ALSO INCLUDES FIRE DAMAGE AND ANYTHING ELSE LIKELY TO BE IMMEDIATELY CLEANED UP. PHOTOGRAPH IMMEDIATELY WHATEVER MAY BE MOVED, TRAMPLED OR MAY DISAPPEAR. WHILE TRANSIT EVIDENCE IS CRITICAL, TAKING PHOTOS MUST NOT HAMPER RESCUE OR FIREFIGHTING EFFORTS, NOR SHOULD THE PHOTOGRAPHER EVER PLACE HIMSELF IN DANGER.

BASIC PHOTOS INCLUDE THE LONG-RANGE SHOT, FOLLOWED BY MEDIUM-RANGE PHOTOS, THEN CLOSE-UPS. THIS SEQUENCE ENSURES AN ORIENTATION OF THE SITE. OTHER PHOTOS TO CONSIDER INCLUDE THE "BASIC FOUR" WHICH IS A SHOT FROM EACH SIDE. YOU MAY ALSO WANT AN OVERHEAD PHOTO FROM A BALCONY OR CRANE.

SKETCHES AND DIAGRAMS:

A SKETCH IS THE DRAWING MADE AT THE MISHAP SCENE. IT USES DATA GATHERED AT THE MISHAP SCENE THAT CAN LATER BE MADE INTO A MORE CORRECT DRAWING OR DIAGRAM. SKETCHES AND DIAGRAMS SHOULD HAVE IMPORTANT DATA SUCH AS DISTANCES, DIRECTIONS AND ANGLES, AN ARROW POINTING NORTH, LOCATIONS OF PEOPLE AND EQUIPMENT, AND STRUCTURAL OR GEOGRAPHICAL DATA THAT HELP UNDERSTAND WHAT HAPPENED. SKETCHES AND DIAGRAMS MAY BE EITHER OVERHEAD OR PLAN VIEWS. IT IS LOOKING AT THE SCENE FROM ABOVE, MUCH LIKE A MAP. SOMETIMES WE NEED A SIDE VIEW TO SHOW WHAT HAPPENED. DIAGRAMS SHOULD HAVE ONLY ESSENTIAL FACTS AND THE VIEWED SHOULD BE ABLE TO EASILY BE ORIENTED TO THE CONTENTS.

MUCH THE SAME RULES APPLY TO DIAGRAM THAT APPLY TO PHOTOGRAPHS AS FAR AS ACCURACY AND HANDLING IS CONCERNED. THE DIAGRAM MAY BE IMPORTANT LATER IN COURT OR IN MAKING DECISIONS TO PREVENT SIMILAR MISHAPS. HOWEVER, IF DIAGRAMS DO NOT HELP UNDERSTAND THE MISHAP THEY SHOULD NOT BE IN THE REPORT.

AT THE SCENE, CHECK FOR HIDDEN OR OBVIOUS UNSAFE CONDITIONS:

1. UNSAFE FACILITY DESIGNS:
   - A. MECHANICAL LAYOUT
   - B. HYDRAULIC SYSTEMS
   - C. ACCESS WAYS
   - D. ILLUMINATION
   - E. ELECTRICAL SYSTEMS
   - F. AIR CONDITIONING
   - G. MATERIAL HANDLING
   - H. NOISE
2. UNSAFE OPERATING:
   - A. NORMAL
   - B. EMERGENCY
3. UNSAFE PROJECTIONS:
   - A. PHYSICAL PLANT
   - B. SUPPLIES
   - C. EQUIPMENT
   - D. PROCEDURES
4. UNSAFE LOCATION FACTORS:
   - A. GEOGRAPHIC AREA
   - D. TERRAIN

B. SURROUNDING

C. WEATHER

E. ACCESS ROADS

THE POINTS TO REMEMBER ARE:

1. MUCH AROUND US (ENVIRONMENT) TENDS TO SET UP FOR MISHAPS. A SLOPPY AND DIRTY WORKPLACE LEADS TO TAKING SHORTCUTS OR WORKING WITH THE WRONG EQUIPMENT, THUS "SETTING UP" A MISHAP.

2. THE MERE PRESENCE OF AN ENVIRONMENTAL FACTOR DOES NOT MEAN IT CONTRIBUTED TO A MISHAP, ONLY THAT IT WAS PRESENT.

LIMITATIONS:

A HUMAN'S INHERENT DESIGN PRESENTS MANY LIMITATIONS. FOR EXAMPLE, THE BACK STRUCTURE LIMITS THE AMOUNT OF WEIGHT A PERSON CAN LIFT OR CARRY UNDER CERTAIN CONDITIONS. NEVERTHELESS, A PERSON IS OFTEN GIVEN TASKS CERTAIN TO RESULT IN BACK INJURIES. THE HUMAN IS ALSO LIMITED IN NOISE THAT CAN BE TOLERATED, COLORS IDENTIFIED, REACTION TIMES, ATTENTION SPANS, AND THE ABILITY TO GRASP CERTAIN CUES. ALL CAN LEAD TO MISHAPS.

ATTITUDES:

SOME PEOPLE MAY DELIBERATELY PLACE THEMSELVES IN A MISHAP SETTING. MORE COMMON IS UNWITTINGLY PLACING THEMSELVES WHERE THEY CONTRIBUTE TO MISHAPS. SOMETIMES SEEN AS "ACCIDENT PRONENESS", THIS IS MORE LIKELY A LACK OF KNOWLEDGE OR SUPERVISION.

THIS LACK OF SUPERVISION MAY TRANSLATE INTO A LACK OF MOTIVATION TO WORK SAFELY. WORKER HOSTILITY, PEER PRESSURE, OR INDEPENDENCE MAY BE STRONGER THAN THE SUPERVISOR'S WISHES, CAUSING THE WORKER TO ACT UNSAFELY.

DESIGN:

TOO OFTEN THE WORKER'S SAFE PERFORMANCE IS DETERMINED BY THE DESIGN OF THE WORK SYSTEM. FOR EXAMPLE; TOOLS OR PROCESSES WITH POOR DESIGN CAN LEAD TO UNSAFE LIFTING, UNNATURAL ACTIONS, AND A TENDENCY TO MAKE ERRORS. UNLESS THE WORK SYSTEM IS DESIGNED WITH THE HUMAN IN MIND, HUMAN LIMITATIONS WILL ENSURE HUMAN FAILURES, OFTEN NOT OF THEIR OWN MAKING.

DURING MISHAP INQUIRIES, EVERY EFFORT SHOULD BE MADE TO FIND THOSE DESIGN FACTORS LEADING TO HUMAN ERRORS. IT IS ONE OF THE MOST VALUED CONTRIBUTIONS AN INVESTIGATION CAN MAKE.

UNSAFE CONDITIONS AND ACTS:

WE FIND UNSAFE CONDITIONS AND ACTS SEVERAL WAYS;

1. OBSERVATION:

   OF THE WORKER AND WORK ENVIRONMENT FOR ABUSES OF SAFE WORK PRACTICES AND FOR UNSAFE CONDITIONS.

2. INQUIRIES:

   TALKING TO EMPLOYEES AND COWORKERS ABOUT THE MISHAP CIRCUMSTANCES.

3. REVIEW OF PAST RECORDS:

   WE GAIN MUCH INSIGHT BY REVIEWING RECORDS OF HEALTH EXAMINATIONS, EMPLOYEE MEETINGS, EMPLOYEE CONTRACTS, AND EMPLOYEE OBSERVATION.

4. SURVEYS:

SURVEY WHAT OTHER COMPANIES DO TO SOLVE SIMILAR PROBLEMS. PLANT INSPECTIONS ON A SYSTEMATIC SCHEDULE ARE NECESSARY.

THERE ARE SEVERAL PITFALLS IN DETERMINING THE CAUSE AND EFFECTIVELY REPORTING THE INVESTIGATIONS:

A. STATING CAUSES WHICH ARE TOO GENERAL, TOO VAGUE, SUCH AS:

"HE DIDN'T PAY ATTENTION." WHAT SPECIFICALLY WAS IGNORED?

"HE WAS CARELESS." REGARDING WHAT?

"HE WASN'T LOOKING WHERE HE WAS WALKING." WHAT DID HE FALL OVER AND WHY SPECIFICALLY?

"POOR HOUSING KEEPING." WHAT WAS OUT OF PLACE AND WHERE WAS IT?

"HE WAS LAZY." MEANING WHAT?

"HE DIDN'T FOLLOW INSTRUCTIONS." WHICH INSTRUCTIONS, WHEN WERE THEY GIVEN AND HOW SPECIFIC WERE THE INSTRUCTIONS?

B. USING THE REPORT TO BLAME THE EMPLOYEE FOR HAVING THE ACCIDENT RATHER THAN PREVENTING A RECURRENCE OF THE ACCIDENT.

C. NOT ALLOWING THE EMPLOYEE TO TELL THE SPECIFIC FACTS. SOMETIMES, YOU HAVE TO LET THE EMPLOYEE BLOW OFF STEAM TO GET TO THE FACTS AND ALSO LET THE EMPLOYEE KNOW YOU ARE LISTENING.

EXAMPLES OF CONTRIBUTING FACTORS THAT MIGHT HAVE CAUSED ACCIDENTS (TO SHOW THE TYPES OF SPECIFICS NEEDED TO ANALYZE CAUSES):

EMPLOYEE WAS TOLD THIS MORNING TO PLACE A SPOTTER AT THE LEFT REAR OF THE TRUCK BEFORE BACKING. THE SPOTTER WAS NOT USED.

THE SUPERVISOR DID NOT CAUTION THE EMPLOYEE REGARDING THE HAZARDS IN USING THE HERBICIDE.

THE EMPLOYEE DID NOT KNOW HOW TO SAFELY USE THE GRINDER AND DID NOT ASK FOR TRAINING. THE SUPERVISOR DID NOT ASK THE EMPLOYEE TO DEMONSTRATE HOW TO SAFELY USE THE GRINDER SO THAT SAFETY INSTRUCTIONS COULD BE GIVEN.

THE EMPLOYEE WAS TOO SHORT IN HEIGHT TO REACH THE TOP SHELF AND PULL OFF THE BOX.

A FELLOW EMPLOYEE ACCIDENTALLY STRUCK THE INJURED WORKER WITH A BOARD THAT HE WAS CARRYING.

THE TABLE SAW DID NOT HAVE A BLADE GUARD.

EACH LEVEL OF SUPERVISION MUST REALIZE ITS RESPONSIBILITY TO PROVIDE TRAINING SO THAT PERSONNEL CAN RECOGNIZE HAZARDS WHICH CAN CAUSE INJURIES OR PROPERTY DAMAGE. INADEQUATE SAFETY PROCEDURES, LACK OF SAFETY ORIENTATION, AND TOO LITTLE SUPERVISORY MONITORING OF WORK PRACTICES AND CONDITIONS ARE OFTEN CONTRIBUTORS TO ACCIDENTS.

THE REPORT:

THE ACCIDENT INVESTIGATION REPORT SHOULD STATE, IN CLEAR AND CONCISE WORDING, THE INVESTIGATIVE RESULTS. AN ACCIDENT INVESTIGATION REPORT USUALLY HAS FOUR MAIN SECTIONS:

1. SUMMARY OF THE ACCIDENT, IMPORTANT FACTS CAUSING THE ACCIDENT, AN AFTER THE INVESTIGATION THE INVESTIGATOR'S CONCLUSIONS REGARDING THE ANALYSIS OF THE ACCIDENT.

FOR EXAMPLE:

ON APRIL 27, 1996, TWO EMPLOYEES WERE PAINTING A LIGHT POST AT 343 KIELTY STREET. THEIR WOBBLY 10 FOOT STEP LADDER TOPPLED AND THE EMPLOYEE ON THE LADDER FELL ONTO THE STREET THEREBY STRIKING HIS HEAD ON THE CURB AND CAUSING A SEVERE CONCUSSION AND LACERATED SCALP. THE LADDER HAD NOT BEEN INSPECTED FOR SAFETY. A STABLE PLATFORM, SUCH AS A TRUCK BED AND / OR BUCKET TRUCK, SHOULD HAVE BEEN USED TO STAND ON FOR STABILITY. THE TRAFFIC SHOULD HAVE BEEN WARNED BY ORANGE BARRICADING CONES AND SOMEONE SHOULD HAVE BEEN WATCHING THE TRAFFIC FLOW. ALSO AN EMPLOYEE SHOULD HAVE BEEN OBSERVING THE CONDITIONS OF THE PAINTER SO THAT SAFETY WOULD HAVE BEEN OBSERVED AT ALL TIMES.

2. OBSERVATIONS REGARDING THE FACTS SURROUNDING THE ACCIDENT AS THE INVESTIGATOR SEES THE CIRCUMSTANCES. THE OBSERVATIONS NEED TO INCLUDE FACTS LEADING TO THE INVESTIGATOR'S OBSERVATIONS RATHER THAN "GUT FEELINGS."

3. CONCLUSIONS OF THE FINDINGS (CAUSES AND LACK OF SAFETY) CONTRIBUTING TO THE ACCIDENT.

4. RECOMMENDATIONS TO CORRECT THE CIRCUMSTANCES SURROUNDING THE CAUSES OF THE ACCIDENT. IT IS NECESSARY TO DETERMINE HOW TO PREVENT SIMILAR ACCIDENTS FROM OCCURRING AND TO TAKE PREVENTIVE ACTIONS.

THE RECOMMENDATIONS NEED TO BE MONITORED FOR COMPLIANCE. A TRACKING SYSTEM IS NEEDED TO RECORD THE PROGRESS OF THE ACTIONS BEING TAKEN. THE TRACKING INCLUDES THE SPECIFIC PERSONNEL RESPONSIBLE FOR TAKING THE ACTIONS, THE DATE THE ASSIGNMENT WAS MADE, WHAT ACTIONS WERE TAKEN, AND THE DATES THE ACTIONS WERE TAKEN.

DISCUSS THE ACCIDENT INVESTIGATIONS AND PREVENTIVE ACTIONS IN EXECUTIVE SAFETY MEETINGS. REMEMBER, TAKE POSITIVE ACTIONS TO PREVENT SIMILAR ACCIDENTS.

JOB SAFETY ANALYSIS

A JOB SAFETY ANALYSIS IS A METHOD THAT CAN CONTRIBUTE T JOB SAFETY BY IDENTIFYING THE HAZARDS ASSOCIATED WITH EACH ASPECT OF A TASK AND BY LEADING TO THE DEVELOPMENT OF A SOLUTION FOR EACH HAZARD SO THAT THE HAZARD IS ELIMINATED OR REDUCED TO AN ACCEPTABLE LEVEL.

THE JOB SAFETY ANALYSIS IS AN EFFECTIVE TOOL IN DETERMINING THE CORRECT METHODS OR PROCEDURES THAT SHOULD BE TAUGHT TO THE EMPLOYEES. THE FOLLOWING ARE PROCEDURES FOR CONDUCTING A JOB SAFETY ANALYSIS;

1. REVIEW EACH STEP OF A TASK THAT A WORKER IS PERFORMING. THESE STEPSARE TO BE DONE IN SEQUENCE. DO NOT OVERLOOK ANYTHING, BUT CONCENTRATE ON THE ASPECTS THAT CAN CONTRIBUTE TO AN ACCIDENT / INJURY.
2. EACH STEP IS ANALYZED FOR SAFETY HAZARDS. THE OBJECTIVE IS TO IDENTIFY ALL THE HAZARDS, WHETHER PRODUCED BY THE ENVIRONMENTAL OR CONNECTED WITH THE HUMAN ASPECTS OF THE JOB'S PROCEDURES SO THAT EACH STEP OF THE JOB CAN BE ANALYZED TO DETERMINE THE HAZARDS AND THEN TO DETERMINE THE SAFE METHODS TO PREVENT ACCIDENTS.

3. WHEN HAZARDS ASSOCIATED WITH EACH STEP ARE IDENTIFIED AND THEIR CAUSES ARE UNDERSTOOD, METHODS OF ELIMANTING OR REDUCING THE HAZARDS NEED TO BE DEVELOPED. THIS MIGHT BE DONE BY:

   A. ELIMATE THE PROCESS OR OPERATION, TO PROVIDE A SUBSTITUTE ACTION WHICH CAN BE PERFORMED WITHOUT THE HAZARDS.

   B. ISOLATE THE PORTION OF THE PROCESS OR OPERATION THAT CAUSES THE HAZARD SO THAT THE PORTION CAN BE ELIMINATED OR REDUCED TO PREVENT ACCIDENT / INJURY.

C. PROVIDE ENGINEERING TECHNIQUES, SUCH AS GUARDS, TO ELIMINATE OR REDUCE THE HAZARD.

D. PROVIDE PERSONAL PROTECTIVE EQUIPMENT AND INSIST ON WORKERS USING THE EQUIPMENT TO REDUCE THE POTENTIAL FOR INJURY.

4. BY USING THE INFORMATION GATHERED, A SAFE JOB PROCEDURE SHOULD BE WRITTEN AND DISCUSSED WITH THE EMPLOYEE. THE WRITTEN DOCUMENT WILL ASSIST THE SUPERVISOR IN RECORDING THE CORRECTIONS MADE IN THE PROCESS OR OPERATION AS WELL AS A SOURCE FOR FUTURE REFERENCE IN THE EVENT THAT THE EMPLOYEES REVERT TO THE UNSAFE METHODS.

THE FOLLOWING INFORMATION IS A GUIDELINE IN CONDUCTING A JOB SAFETY ANALYSIS:

IDENTIFYING HAZARDS

AFTER YOU HAVE RECORDED THE JOBS STEPS, NEXT EXAMINE EACH STEP TO DETERMINE THE HAZARDS THAT EXIST OR THAT MIGHT OCCUR. ASK YOURSELF THESE KINDS OF QUESTIONS:

* IS THE WORKER WEARING PROTECTIVE APPAREL AND EQUIPMENT, INCLUDING SAFETY BELTS OR HARNESSES THAT ARE APPROPRIATE FOR THE JOB?

* ARE WORK POSITIONS, MACHINERY, PITS, OR POTHOLES AND HAZARDOUS OPERATIONS ADEQUATELY GUARDED?

* ARE LOCKOUT PROCEDURES USED FOR MACHINERY DEACTIVATION DURING MAINTENANCE PROCEDURES?

* IS THE WORKER WEARING CLOTHING OR JEWELRY THAT COULD GET CAUGHT IN THE MACHINERY?

* ARE THERE FIXED OBJECTS THAT MAY CAUSE INJURY, SUCH AS SHARP MACHINE EDGES?

* IS THE FLOW WORK IMPROPERLY ORGANIZED (IS THE WORKER REQUIRED TO MAKE MOVEMENTS THAT ARE TOO RAPID)?

* CAN THE WORKERS GET CAUGHT IN OR BETWEEN MACHINE PARTS?

* CAN THE WORKER BE INJURED BY REACHING OVER MOVING MACHINE PARTS OR MATERIALS?

* IS THE WORKER AT ANY TIME IN AN OFF BALANCE POSITION?

* IS THE WORKER POSITIONED TO THE MACHINE IN A WAY THAT IS POTENTIALLY DANGEROUS?

* IS THE WORKER REQUIRED TO MAKE MOVEMENTS THAT COULD CAUSE HAND OR FOOT INJURIES OR STRAIN FROM LIFTING?

* CAN THE WORKER BE STRUCK BY AN OBJECT OR LEAN AGAINST OR STRIKE A MACHINE PART OR OBJECT?

* CAN THE WORKER FALL FROM ONE LEVEL TO ANOTHER?

* CAN THE WORKER BE INJURED FROM LIFTING OR PULLING OBJECTS, OR FROM CARRYING HEAVY OBJECTS?

* DO ENVIRONMENTAL HAZARDS - DUST, CHEMICALS, RADIATION, WELDING RAYS, HEAT OR EXCESSIVE NOISE RESULT FROM THE PERFORMANCE OF THE JOB?

REPEAT THE JOB OBSERVATION AS OFTEN AS NECESSARY UNTIL ALL HAZARDS HAVE BEEN IDENTIFIED.

RECOMMENDING SAFE PROCEDURES AND PROTECTION

AFTER YOU HAVE LISTED EACH HAZARD OR POTENTIAL HAZARD AND REVIEWED THEM WITH THE EMPLOYEE PERFORMING THE JOB, DETERMINE WHETHER THE JOB COULD BE PERFORMED IN ANOTHER WAY TO ELIMINATE THE HAZARDS, SUCH A COMBINING STEPS OR CHANGING THE SEQUENCE, OR WHETHER SAFETY EQUIPMENT AND PRECAUTIONS ARE NEEDED TO REDUCE THE HAZARDS.

IF SAFER AND BETTER JOB STEPS CAN BE USED, LIST EACH NEW STEP. LIST EXACTLY WHAT THE WORKER NEEDS TO KNOW IN ORDER TO PERFORM THE JOB USING A NEW METHOD. DO NOT MAKE GENERAL STATEMENTS ABOUT THE PROCEDURE, SUCH AS, 'BE CAREFUL.' BE AS SPECIFIC AS YOU CAN IN YOUR RECOMMENDATIONS.

YOU MAY WISH TO SET UP A TRAINING PROGRAM USING THE JOB HAZARD ANALYSIS IN ORDER TO TRAIN YOUR EMPLOYEES IN THE NEW PROCEDURES, ESPECIALLY IF THEY ARE WORKING WITH HIGHLY TOXIC SUBSTANCES OR IN DANGEROUS SITUATIONS.

IF NO NEW PROCEDURES CAN BE DEVELOPED, DETERMINE WHETHER ANY PHYSICAL CHANGES, SUCH AS REDESIGNING EQUIPMENT, CHANGING TOOLS, OR ADDING MACHINE GUARDS, PERSONAL PROTECTIVE EQUIPMENT, OR VENTILATION, WILL ELIMINATE OR REDUCE THE DANGER.

IF HAZARDS ARE STILL PRESENT, TRY TO REDUCE THE NECESSITY FOR PERFORMING THE JOB OR THE FREQUENCY OF PERFORMING IT.

GO OVER THE RECOMMENDATIONS WITH ALL EMPLOYEES PERFORMING THE JOB. THEIR IDEAS ABOUT THE HAZARDS AND PROPOSED RECOMMENDATIONS MAY BE VALUABLE. BE SURE THAT THEY UNDERSTAND WHAT THEY ARE REQUIRED TO DO AND THE REASONS FOR THE CHANGES IN THE JOB PROCEDURES.

GENERAL SAFETY RULES

1. FOLLOW INSTRUCTIONS. IF YOU DO NOT UNDERSTAND, ASK FOR ADDITIONAL EXPLANATION ON HOW TO DO THE JOB SAFELY.

2. CORRECT UNSAFE CONDITIONS OR PROMPTLY REPORT THEM TO THE SUPERVISOR OR FOREMAN.

3. KEEP YOUR WORK AREA CLEAN. POOR HOUSE KEEPING CONTRIBUTES TO MANY ACCIDENTS AND WASTES VALUABLE TIME.

4. USE THE PROPER TOOLS OR EQUIPMENT FOR EACH JOB, AND USE THEM SAFELY.

5. OPERATE ONLY THE EQUIPMENT YOU ARE AUTHORIZED AND QUALIFIED TO USE.

6. IMMEDIATELY REPORT ALL ACCIDENTS TO THE SUPERVISOR OR FOREMAN SOCORRECTIVE ACTION CAN BE TAKEN AS NEEDED.

7. IF INJURED, EVEN SLIGHTLY, GET PROMPT FIRST AID OR MEDICAL CARE TO REDUCE THE CHANCES OF A MINOR INJURY BECOMING MORE SERIOUS.

8. IF PERSONAL PROTECTIVE EQUIPMENT IS REQUIRED BY YOUR JOB, WEAR IT PROPERLY. TAKE CARE OF THE EQUIPMENT. HAVE IT REPLACED IF IT IS DAMAGED OR WORN OUT.

9. AVOID GETTING INVOLVED IN FIGHTING, HORSEPLAY OR ANY OTHER SITUATIONS THAT COULD CAUSE UNNECESSARY INJURIES AND DISTRACTS THE ATTENTION OF OTHERS FROM THEIR OWN WORK.

10. OBEY ALL SAFETY RULES AND PRACTICES, AND HELP DEVELOP A SAFETY AWARENESS WITH YOUR FELLOW EMPLOYEES.

11. THE MOST IMPORTANT FACT THAT THE SAFETY DIRECTOR WISHES TO IMPRESS UPON EMPLOYEES IS THAT MANAGEMENT DOES NOT EXPECT, AND WILL NOT PERMIT, ANY EMPLOYEES TO TAKE ANY UNNECESSARY CHANCE IN THE PERFORMANCE OF DUTY.

12. THE SAFETY OF OTHERS, AS WELL AS THEMSELVES, SHOULD BE THE CONCERN OF ALL EMPLOYEES. IF AN EMPLOYEE SEES ANOTHER EMPLOYEE ENGAGED IN AN UNSAFE OR IMPROPER PRACTICE, IT IS HIS DUTY TO POINT OUT THE HAZARD INVOLVED. WHEN AN EMPLOYEE'S ATTENTION IS THUS

CALLED TO AN UNSAFE PRACTICE, OFFENCE SHOULD NOT BE TAKEN, AS SUCH WARNINGS ARE IMPERSONAL AND ARE INTENDED FOR THE GOOD OF THE EMPLOYEE AND THE SERVICE.

13. SAFETY COMMITTEES ARE A DEFINITE PART OF AN EMPLOYEE'S DUTY AND SHOULD BE CONSCIENTIOUSLY FULFILLED. ACTION TAKEN BY THESE COMMITTEES IS FOR THE GOOD OF ALL EMPLOYEES, AND NO ONE SHOULD FEEL CENSURED OR AGGRAVATED IN CONNECTION WITH THEIR REPORTS.

14. EMPLOYEES SHOULD FOLLOW THE SAFETY METHODS AND PRACTICES FOR THEIR JOBS.

15. TEAMWORK IS ESSENTIAL TO SAFETY. WHEN WORKING IN GROUPS OR CREWS, ALL MEMBERS OF THE GROUP / CREW MUST KNOW AND UNDERSTAND THE SAFETY REQUIREMENTS.

16. EMPLOYEES SUFFERING FROM OFF DUTY PERSONAL INJURIES WHICH ADVERSELY AFFECTS THEIR ABILITIES TO PERFORM NORMAL ASSIGNED DUTIES MUST REPORT TO THEIR SUPERVISORS PRIOR TO GOING ON DUTY.

17. GOOD HOUSE KEEPING IS ESSENTIAL TO SAFETY. EMPLOYEES SHALL KEEP THE PREMISES CLEAN AND ORDERLY. MATERIAL WILL BE PICKED UP AT THE CONCLUSION OF EACH WORK ASSIGNMENT AND SAFETY HAZARDS CORRECTED OR REMOVED.

18. THROWING ARTICLES (LITTERING) FROM VEHICLES IS PROHIBITED. TRASH MUST BE PLACED IN APPROPRIATE RECEPTACLES AND NOT THROWN ON FLOORS, GROUND OR IN VEHICLES.

19. EMPLOYEES MUST NOT LEAVE TOOLS OR MATERIAL ON LEDGES, LADDERS, VEHICLES, ETC. WHERE THEY CAN FALL OR BE JARRED OFF.

20. AISLES, WALKWAYS, STEPS, AND DRIVEWAYS MUST BE KEPT FREE FROM DEBRIS, TOOLS, EQUIPMENT AND OTHER MATERIAL.

21. WET OR FRESHLY WAXED FLOORS MUST BE PROTECTED BY APPROPRIATELY PLACED SIGNS OR SUCH AREAS BARRICADED OR ROPED OFF. THIS PROTECTION WILL NOT BE REMOVED UNTIL THE AREA HAS BEEN MADE SAFE.

22. EMPLOYEES MUST AVOID STEPPING ON OR WALKING ON SURFACES MADE SLIPPERY BY GREASE, OIL, WET PAINT OR SIMILAR SUBSTANCES.

23. ICE MUST BE REMOVED FROM WALKWAYS OR OTHER LOCATIONS WHERE DANGER EXISTS OF SLIPS AND FALLS. CLEAN, AND IF NECESSARY, APPLY SALT, AND / OTHER SUITABLE MATERIALS TO STEPS, WALKWAYS AND OTHER LOCATIONS WHERE SLIPPING MIGHT OCCUR.

24. USE HANDRAILS WHEN CLIMBING LADDERS, STAIRS, ETC.

25. EMPLOYEES MUST NOT WALK OR STAND UNDER SUSPENDED LOADS, LADDERS, SCAFFOLDS, OR STAND ADJACENT TO ROPES OR CABLES THAT ARE UNDER TENSION OR THAT MIGHT BE TIGHTENED.

26. SLIDING DOWN GUY WIRES, RODS, RAILINGS, LADDERS; JUMPING OFF LADDERS OR OVER EXCAVATIONS, PITS, AND MANHOLES IS PROHIBITED.

27. USE CAUTION WHEN ROUNDING CORNERS TO PREVENT COLLISIONS WITH VEHICLES / PEOPLE.

28. STANDING OR ATTEMPTING TO STAND ON IMPROVISED SCAFFOLDS OR SUPPORTS MADE OF BOXES, BARRELS, CHAIRS, STOOLS OR OTHER UNSAFE MEANS FOR REACHING SHELVES AND HIGH PLACES IS PROHIBITED.

29. BROKEN WINDOW OR DOOR GLASS MUST BE REMOVED WITH GLOVED HANDS OR PROPER TOOLS. BROKEN GLASS ON FLOORS, PLATFORMS, THE GROUND, ETC. MUST BE REMOVED PROMPTLY WITH GLOVED HANDS OR PROPER TOOLS.

30. BOARDS OR OTHER MATERIALS WITH PROTRUDING NAILS OR SCREWS MUST NOT BE PLACED WHERE THEY WILL CAUSE INJURY. THEY MUST BE REMOVED FROM WALKWAYS OR OTHER AREAS WHERE THEY CAN BE STEPPED ON, WALKED INTO, OR BRUSHED AGAINST.

31. EMPLOYEES WHO ARE ALLERGIC TO CERTAIN OILS, GREASES, CHEMICALS, OR OTHER SUBSTANCES MUST AVOID THEM. THE SKIN MUST NOT BE EXPOSED TO OILS, GREASES, CLEANING FLUIDS, OR OTHER CHEMICALS TO ALL EXTENT POSSIBLE. GASOLINE, KEROSENE, OR OTHER FLAMMABLE LIQUIDS MUST NOT BE USED TO CLEAN HANDS, ARMS, ETC.

32. EMPLOYEES MUST EXERCISE EVERY CAUTION TO PREVENT FIRES. FREQUENT INSPECTIONS MUST BE MADE AT THE PREMISES, AND FIRE HAZARDS FOUND MUST BE PROMPTLY CORRECTED OR REPORTED FOR CORRECTION.

33. EMPLOYEE WHO OBSERVE ANY CONDITION WHICH COULD ENDANGER PEOPLE OR PROPERTY MUST CORRECT THESE CONDITIONS OR REPORT THEM TO THE PROPER AUTHORITY FOR CORRECTION.

34. EMPLOYEES WHOSE DUTIES REQUIRE HANDLING OF HAZARDOUS MATERIALS MUST FAMILIARIZE THEMSELVES WITH "RIGHT TO KNOW" REGULATIONS, READ THE LABELS AND MSDS, AND OTHER SPECIAL INSTRUCTIONS AND FOLLOW THE PROTECTIVE MEASURES.

35. EMPLOYEES MUST NOT CARRY, OR HAVE IN THEIR POSSESSION, FIREARMS OR OTHER WEAPONS WHILE ON DUTY UNLESS AUTHORIZED BY THE CITY, REGARDLESS OF ANY LICENSING THEY MIGHT HAVE.

36. EMPLOYEES MUST NOT PERMIT ANOTHER EMPLOYEE UNDER THEIR CHARGE TO WORK IF HIS CONDITION RENDERS HIM UNFIT. ANY EMPLOYEE OBSERVING ANOTHER EMPLOYEE PHYSICALLY UNABLE TO PERFORM HIS ASSIGNED DUTIES MUST MAKE A PROMPT REPORT TO THE PROPER AUTHORITY.

37. ALL SITUATIONS OF INJURED PERSONNEL MUST BE GIVEN ATTENTION IMMEDIATELY AND EVERYTHING POSSIBLE DONE TO PROPERLY CARE FOR THE INJURED PERSONNEL.

38. EMPLOYEES MUST REPORT IMMEDIATELY TO THE SUPERVISOR OR EMPLOYER ANY PERSONAL INJURIES SUFFERED WHILE ON DUTY.

39. WHEN AN INJURY RESULTS FROM USE OF TOOLS, MACHINERY, OR OTHER EQUIPMENT, AN INSPECTION MUST BE MADE PROMPTLY BY A SUPERVISOR OR OTHER QUALIFIED PERSON.

40. SAFETY SWITCHES, SAFETY DEVICES, OTHER SAFETY APPARATUS MUST NOT BE REMOVED OR CUT OUT.

41. DO NOT WEAR HEADSET RADIOS OR TAPE EQUIPMENT WHILE ON DUTY.

HAZARDOUS MATERIALS

A "HAZARDOUS MATERIAL" IS DEFINED AS A SUBSTANCE OR MIXTURE OF SUBSTANCES HAVING PROPERTIES CAPABLE OF PRODUCING ILLNESS OR INJURY TO HUMAN BEINGS.

IMPORTANT:

MATERIAL SAFETY DATA SHEETS (M.S.D.S.) MUST BE AVAILABLE FOR ALL HARDOUS SUBSTANCES. THE CONTENTS OF M.S.D.S. MUST BE EXPLAINED TO ALL EMPLOYEES. M.S.D.S. MUST BE AVAILABLE AT ALL TIMES FOR EMPLOYEES TO REVIEW. PROTECTIVE CLOTHING AND ALL PRECAUTIONS MUST BE OBSERVED AT ALL TIMES WHEN WORKING WITH OR NEAR HAZARDOUS CHEMICALS.

HERBICIDES AND INSECTICIDES

THE SAFETY AND HEALTH OF EACH EMPLOYEE IS OF EXTREME IMPORTANCE TO BOTH THE WELFARE AND HAPPINESS OF THE INDIVIDUAL EMPLOYEE AND TO THE EFFICIENCY OF THE SERVICES PROVIDED FOR THE SAFETY AND WELFARE OF THE EMPLOYEES AND PUBLIC. IN ORDER TO ACHIEVE THE HIGHEST DEGREE OF SAFETY IN THE USA OF TOXIC HERBICIDES AND INSECTICIDES, THIS PROGRAM HAS BEEN DEVISED TO SPECIFY THE EQUIPMENT, PROCEDURES AND CONTROLS NECESSARY TO THIS END.

1. PERSONAL PROTECTIVE EQUIPMENT:

   A. SPRAYING CREWMEMBERS WILL BE PROVIDED WITH DISPOSABLE COVERALL TO BE WORN DURING SPRAYING APPLICATION ONLY.

MATERIAL SAFETY DATA SHEETS (M.S.D.S.) SHALL BE USED AS A GUIDE FOR PROPER DISPOSAL OF USED COVERALLS.

B. RUBBERIZED APRON OR RAINCOAT WILL BE WORN DURING MIXING OF EMULSIFIABLE CONCENTRATES.

C. SPRAYING CREWMEMBERS ARE REQUIRED TO WEAR RUBBER BOOTS DURING ALL PHASES OF CHEMICAL HANDLING.

D. CLOSE-FITTING, FOREARM LENGTH CHEMICAL GLOVES SHALL BE WORN DURING MIXING AND WHENEVER CHEMICAL EXPOSURE DICTATES THEIR USE.

E. N.I.O.S.H. APPROVED CARTRIDGE-TYPE RESPIRATOR WITH DISPOSABLE PESTICIDE FILTERING ELEMENTS WILL BE WORN DURING MIXING AND WHENEVER CHEMICAL EXPOSURE DICTATES ITS USE.

F. CHEMICAL GOGGLES WITH INDIRECT VENTING WILL BE USED WHILE MIXING AND WHENEVER CHEMICAL EXPOSURE DICTATES THEIR USE.

G. ALL ABOVE CLOTHING AND EQUIPMENT SHALL IN NO CIRCUMSTANCES BE TAKEN HOME BY THE CREWMEMBER.

H. ALL OF THE EQUIPMENT WILL BE WASHED AT THE END OF EACH DAY'S SPRAYING OPERATIONS WITH SOAP AND WATER.

I. ALL CLOTHING AND SPRAY EQUIPMENT WILL BE MAINTAINED AND STORED BY THE PERSON IT IS ISSUED TO.

J. EMERGENCY EYEWASH KIT, SOAP AND POTABLE WATER WILL BE ON SITE DURING ALL SPRAYING OPERATIONS.

2. PROCEDURES FOR MIXING, SPRAYING AND CLEAN-UP PHASES OF SPRAYING:

A. STORAGE OF CHEMICALS:

1. THE LABEL WILL TELL YOU, ALONG WITH THE MATERIAL SAFETY DATA SHEET (M.S.D.S.) HOW TO STORE THE PRODUCT.

2. AS SOON AS THE CHEMICALS ARRIVE, CORRECTLY STORE THEM IN A LOCKED AND POSTED PLACE.

3. ALL CHEMICALS WILL BE STORED IN APPROPRIATE CONTAINERS WITH MANUFACTURER LABELS ATTACHED.

4. THE STORAGE PLACE SHOULD BE DRY AND COOL AND HAVE ENOUGH INSULATION TO KEEP THE CHEMICALS FROM FREEZING OR OVERHEATING.

5. DO NOT STORE NEAR FOOD, FEED, SEED, DRINKING CONTAINERS OR ANYTHING IT COULD CONTAMINATE.

6. INSPECT AND INVENTORY PESTICIDE CONTAINERS WEEKLY TO ENSURE AGAINST LEAKAGE, CONTAMINATION AND VERSTOCKING. RECORDS OF SUCH INSPECTION SHALL BE KEPT AND AVAILABLE AT ALL TIMES.

B. TRANSPORTATION OF PESTICIDES / CHEMICALS:

1. STORE CHEMICAL CONTAINERS ABOARD TRUCK OR TRAILER IN SUCH MANNER TO ENSURE AGAINST SPILLING OR BREAKAGE IN THE EVENT OF QUICK STOPS, SEVERE BUMPS, ETC. DO NOT TRANSPORT CHEMICALS INSIDE THE PASSENGER COMPARTMENT.

2. IF ANY PESTICIDE / CHEMICAL IS SPILLED IN OR FROM THE VEHICLE, CLEAN IT UP RIGHT AWAY. USE PERSONAL PROTECTIVE EQUIPMENT AND USE CORRECT CLEAN UP PROCEDURES.

C. PROCEDURES FOR MIXING CHEMICALS / PESTICIDES:

1. ALL PROTECTIVE CLOTHING / EQUIPMENT WILL BE WORN DURING ALL PHASES OF MIXING OPERATION.

2. ASSURE THAT PERSON MIXING HAS READ LABEL AND UNDERSTANDS ALL LABEL DIRECTIONS AND PRECAUTIONS.

3. CHEMICALS ARE TO BE MIXED ONLY IN THE OPEN AIR.

4. MAKE SURE CHEMICAL CONTAINER IS OPENED CAREFULLY TO AVOID SPLASHING.

5. CHEMICALS SHOULD BE POURED CAREFULLY TO AVOID SPILLING.

6. CHEMICALS SPILLED ON SKIN WILL BE WASHED OFF IMMEDIATELY WITH SOAP AND WATER. SUPERVISOR WILL BE CONTACTED IMMEDIATELY.

7. CLOTHING CONTAMINATED WITH SPILLED CHEMICALS WILL BE CHANGED IMMEDIATELY AND LAUNDERED BEFORE BEING WORN AGAIN.

8. CREW MEMBERS MIXING CHEMICALS WILL REFRAIN FROM SMOKING, EATING OR DRINKING UNTIL AFTER WASHING THOROUGHLY.

D. PESTICIDE SPRAYING PROCEDURE:

1. WEAR PROTECTIVE CLOTHING AND EQUIPMENT.

2. TO PREVENT SPILLAGE OF CHEMICALS, CHECK OUT APPLICATION EQUIPMENT FOR:

   A. LEAKING HOSES, PUMPS OR CONNECTIONS.

   B. PLUGGED, WORN OR DRIPPING NOZZLES.

3. USE WATER TO CORRECTLY CALIBRATE SPRAY EQUIPMENT BEFORE USE.

4. THE CHEMICAL WILL BE APPLIED AT TIMES AND UNDER CONDITIONS SPECIFIED ON THE LABEL.

5. NO MORE THAN THE RECOMMENDED AMOUNT OF THE CHEMICAL WILL BE APPLIED.

6. CHEMICAL SPRAYING WILL NEVER BE DONE UNDER UNFAVORABLE WEATHER / WIND CONDITIONS.

7. MATERIAL SAFETY DATA SHEETS (M.S.D.S.) WILL BE AVAILABLE FOR EMERGENCY.

CHLORINE

1. DEVELOP A CHLORINE EMERGENCY CONTROL PLAN:

2. KNOW THE AGENCIES THAT CAN ASSIST YOU IN THE EVENT OF EMERGENCY:

A.	FIRE DEPARTMENT	B.	LAW ENFORCEMENT
C.	EMS / EMERGENCY MEDICAL SERVICE	D.	EOC
E.	CHLORINE SUPPLIER	F.	NEWS MEDIA

3. CHLORINE SAFETY KITS A, B, OR C CAN BE ORDERED FROM:

   THE CHLORINE INSTITUTE, INC.
   212-819-1677

4. CHLORINE LEAKS ARE CAUSED BY:

98% BY OPERATOR NEGLIGENCE OR COMPLACENCY (FAILURE TO USE PROPER WASHERS, CORRECT WRENCH, NOT TESTING FOR LEAKS AFTER EACH CONNECTION, ETC.)

3% DUE TO EQUIPMENT FAILURE (SUCH AS FAULTY LINES, REGULATORS, OR CHLORINATORS).

1% DUE TO OUTSIDE HEAT SOURCE.

WHAT TO DO WHEN HANDLING CHLORINE

1. DO NOT ATTEMPT TO CONNECT OR DISCONNECT A CHLORINE CYLINDER UNLESS YOU ARE WEARING APPROVED CHLORINE SELF-CONTAINED BREATHING APPARATUS.

2. DO NOT ATTEMPT TO OPEN OR CLOSE A CHLORINE CYLINDER UNLESS YOU HAVE A STANDARD CHLORINE WRENCH.

3. DO NOT ATTEMPT TO CONNECT A CHLORINE CYLINDER TO A LINE OR CHLORINATOR WITHOUT A NEW LEAD OR FIBER WASHER.

4. DO NOT ATTEMPT TO OPEN A CHLORINE CYLINDER UNLESS IT IS CONNECTED TO A FEEDER LINE, CHLORINATOR, OR SYSTEM.

5. DO NOT OVER TIGHTEN THE GLAND PACKING NUT LOCATED AT THE STEM ON TOP OF THE VALVE. NEVER REMOVE THE PACKING NUT COMPLETELY FROM THE VALVE.

6. DO NOT SPRAY LIQUID AMMONIA DIRECTLY ONTO THE CYLINDER VALVE. USE ONLY THE VAPORS FROM AMMONIA TO CHECK FOR LEAKS, EITHER BY USING A SWAB DIPPED IN AMMONIA OR THE FUMES ONLY FROM AN OPEN BOTTLE.

7. DO NOT ATTEMPT TO DISCONNECT A CHLORINATOR OR LINE UNLESS ABSOLUTELY SURE THE VALVE STEM IS TIGHTLY CLOSED. LET YOUR SYSTEM PULL DOWN BY VACUUM ANY REMAINING CHLORINE IN THE LINE BEFORE YOU ATTEMPT TO DISCONNECT. ONCE DISCONNECTION IS MADE, PLUG THE LINE OR RECONNECT IMMEDIATELY TO A FRESH BOTTLE OF CHLORINE.

8. DO NOT LET FIRE OR HEAT COME INTO CONTACT WITH CHLORINE CYLINDERS.

   REMEMBER THAT THE FUSE PLUG WILL MELT AT 158* TO 165* FAHRENHEIT.

9. NEVER TAMPER WITH THE FUSE PLUG.

START - UP AND ROUTINE OPERATION OF CONNECTING CHLORINE CYLINDERS

1. AFTER SAFELY TRANSPORTING THE CYLINDER TO THE CONNECTION POINT, THE FOLLOWING SEQUENTIAL STEPS SHOULD BE TAKEN:

   A. SECURE THE CYLINDER IN AN UPRIGHT POSITION WITH A STEEL CHAIN OR STEEL STRAP.

   B. REMOVE THE VALVES PROTECTIVE STEEL COVER.

   C. USING THE CHLORINE SPECIAL CYLINDER WRENCH, MAKE SURE THAT THE CYLINDER VALVE IS CLOSED AND THAT THE PACKING NUT IS SNUG, BUT NOT OVERLY TIGHT.

   D. REMOVE THE VALVE OUTLET CAP.

   E. INSPECT THE FACE OF THE VALVE OUTLET TO BE SURE IT IS CLEAN, SMOOTH, AND FLAT. CONSULT WITH THE CHLORINE SUPPLIER IF REPAIRS ARE NEEDED.

      F. 1. TO CONNECT A FLEXIBLE CONNECTOR WITH A YOKE, BACK OFF THE YOKE'S SCREW USING THE VALVE WRENCH AND PLACE A NEW LEAD GASKET ON THE ADAPTOR. PLACE THE YOKE OVER THE VALVE, ENGAGE THE ADAPTOR INLET PROPERLY WITH THE VALVE

OUTLET, AND TIGHTEN THE YOKE SCREW WITH THE CYLINDER WRENCH. AVOID EXCESSIVE TIGHTENING OF THE LEAD GASKET SINCE THAT WILL SQUEEZE IT OUT OF THE JOINT.

2. TO CONNECT A CYLINDER MOUNTED CHLORINATOR OR VACUUM REGULATOR, MAKE SURE ALL SHIPPING TAPE HAS BEEN REMOVED. (DO NOT REMOVE THE FIBERGLASS FILTER WHICH MAY HAVE BEEN INSERTED IN THE CHLORINATOR INLET) BACK OFF THE YOKE SCREW UNTIL THE FOLLOWER CAN BE PUSHED ALL THE WAY BACK, AND PLACE A NEW 1/16" THICK LEAD GASKET OVER THE CHLORINE INLET. PLACE THE YOKE OVER THE VALVE, ENGAGE THE CHLORINATOR OR REGULATOR INLET PROPERLY WITH THE VALVE OUTLET, AND TIGHTEN THE YOKE SCREW. AVOID EXCESSIVE TIGHTENING OF THE LEAD GASKET SINCE THAT WILL SQUEEZE IT OUT OF THE JOINT.

G. PLACE THE CYLINDER WRENCH ON THE VALVE STEM AND STRIKE IT WITH THE PALM OF THE HAND IN A COUNTER CLOCKWISE DIRECTION. THIS SHOULD BE SUFFICIENT TO TURN THE VALVE AND PRESSURIZE THE ATTACHED FITTINGS.

H. CLOSE THE VALVE, AND USING THE VAPORS FROM AN AMMONIA BOTTLE (DO NOT USE HOUSEHOLD AMMONIA), CHECK FOR LEAKS. A WHITE CLOUD WILL FORM IF CHLORINE IS PRESENT. DO NOT USE LIQUID AMMONIA BECAUSE IT WILL DAMAGE VALVES AND FITTINGS.

I. IF THERE IS NO LEAK, OPEN THE CYLINDER VALVE ABOUT ONE FULL TURN FOR CONSISTENT FULL FLOW OF CHLORINE GAS FROM THE CYLINDER. THROTTLING BACK ON THE VALVE MAY RESTRICT THE FLOW OF CHLORINE AND INTERFERE WITH THE PROPER OPERATION OF THE CHLORINATOR. THE WRENCH SHOULD BE LEFT ON THE VALVE STEM WHEN THE CYLINDER IS IN USE. REMOVE THE WRENCH WHEN THE VALVE IS CLOSED.

II. DISCONNECTING THE CHLORINE CYLINDER:

WHEN THE CYLINDER IS EMPTY AND MUST BE REPLACED, CLOSE THE CYLINDER VALVE BEFORE DISCONNECTING; EVEN AN EMPTY CYLINDER WILL HAVE A SMALL AMOUNT OF CHLORINE REMAINING. LOOSEN THE YOKE AND REMOVE THE CHLORINATOR, VACUUM REGULATOR OR FLEXIBLE CONNECTOR. REPLACE THE VALVE OUTLET CAP AND VALVE PROTECTION HOOD. ATMOSPHERIC MOISTURE ENTERING THE CHLORINATOR IS A COMMON CAUSE OF CHLORINATOR MALFUNCTION. IT CAN BE PREVENTED BY TONNECTING THE SYSTEM PROMPTLY TO A NEW CYLINDER. IF A NEW CYLINDER IS NOT TO BE CONNECTED, CAP OR PLUG THE CHLORINATOR.

III. EMERGENCY PLANNING:

A. GENERAL:

ALL WATER SYSTEMS SHOULD HAVE A WRITTEN EMERGENCY PLAN. MANY REGULATORY AGENCIES (FEDERAL, STATE / PROVINCIAL AND LOCAL) REQUIRE THAT FACILITIES HANDLING HAZARDOUS MATERIALS HAVE SUCH A PLAN. A CHLORINE LEAK USUALLY IS UNEXPECTED AND DEMANDS AN IMMEDIATE RESPONSE. CHLORINE EMERGENCY PLANNING IS AN ESSENTIAL PART OF SUCH A PLAN.

THERE IS NO SET FORMULA FOR DEVELOPING AN EMERGENCY PLAN. EACH WATER SYSTEM HAS ITS OWN SPECIAL CONDITIONS, WHICH MUST BE TAKEN INTO ACCOUNT. HOWEVER, THE FOLLOWING INFORMATION WILL BE HELPFUL IN DEVELOPING THAT PART OR THE PLAN CONCERNING CHLORINE EMERGENCIES.

B. ORGANIZING THE EMERGENCY PLAN:

TITLE III OF SARA AUTHORIZED THE CREATION OF LOCAL EMERGENCY PLANNING COMMITTEES. SUCH COMMITTEES, AS WELL AS FIRE AND POLICE DEPARTMENTS, SHOULD BE CONSULTED IN DEVELOPING A PLAN.

THE FACILITY MANAGER AND ANY POLICY - MAKING COMMITTEE ASSOCIATED WITH THE OPERATION OF THE PLANT SHOULD HAVE THE RESPONSIBILITY FOR DRAFTING THE PLAN. ALSO, IT IS USUALLY POSSIBLE TO OBTAIN ASSISTANCE FROM THE CHLORINE SUPPLIER OR LOCAL CHEMICAL PLANTS IN DEVELOPING THE PLAN.

C. PLAN DETAILS:

IN PLANNING FOR POSSIBLE CHLORINE LEAKS, THE FOLLOWING CHECKLIST IS OFFERED:

* TRAIN QUALIFIED PERSONNEL IN THE PROPER OPERATION OF CHLORINATOR SYSTEMS, WITH PARTICULAR EMPHASIS ON CONNECTING AND DISCONNECTING THE CYLINDERS.

* PROVIDE A CHLORINE DETECTOR WITH A SENSOR THAT ACTIVATES AT ONE PPM OF CHLORINE OR LESS.

* PROVIDE CHLORINE INSTITUTE EMERGENCY KIT OR THE DOT - APPROVED CHLORINE CYLINDER RECOVERY VESSEL AND THE PROPER RESPIRATORY PROTECTION TO HANDLE CHLORINE RELEASES. TRAIN PERSONNEL IN THE USE OF THIS EQUIPMENT.

* IF AN EMERGENCY KIT OF DOT RECOVERY VESSEL IS NOT ON THE PREMISES, FIND OUT THE LOCATION OF THE NEAREST AVAILABLE EQUIPMENT AND HOW IT CAN BE OBTAINED IN AN EMERGENCY. RECORD THE LOCATION, PHONE NUMBER AND OTHER DETAILS IN THE PLAN.

* CONDUCT A SAFETY AUDIT OF THE CHLORINATION INSTALLATION AND LIST THE POINTS OF POSSIBLE CHLORINE RELEASES.

* ESTABLISH STANDARD RESPONSE PROCEDURES FOR EACH POSSIBLE FAILURE CASE.

* HAVE THE CAPABILITY TO EVALUATE THE MAGNITUDE OF A RELEASE TO DETERMINE WHETHER OUTSIDE HELP IS NEEDED AND WHETHER NEIGHBORHOOD EVACUATION MAY BE NECESSARY.

* POST A LIST OF HOME PHONE NUMBERS OF PLANT PERSONNEL TO BE CALLED IN AN EMERGENCY, ALSO POST A LIST OF EMERGENCY PHONE NUMBER (NEAREST FIRE AND POLICE DEPARTMENTS, CHLORINE SUPPLIER, ETC.) IN CASE HELP IS REQUIRED TO HANDLE THE EMERGENCY.

* TRAIN OPERATOR PERSONNEL TO AID IN EVACUATING CONTAMINATED AREA AND THE PUBLIC FROM THE DANGER AREA, AND ASSIGN SPECIFIC PERSON TO SPECIFIC POSTS.

* ESTABLISH DEFINITE ESCAPE ROUTES; THESE WILL DEPEND ON WIND DIRECTION AND ELEVATION.

* TRAIN EMPLOYEES TO ADMINISTER FIRST AID FOR ANYONE EXPOSED TO CHLORINE GAS.

* CONDUCT PERIODIC DRILLS FOR HANDLING EMERGENCIES. VARY THE SCENARIOS TO ENSURE ALL EVENTUALITIES ARE COVERED.

IV. INSPECTION AND MAINTENANCE:

A. INSPECTION CHECK LIST:

THIS LIST PROVIDED AS A GENERAL REVIEW OF CHLORINATION FACILITIES PRIOR TO OPERATION:

B. INSTRUCTIONAL MATERIALS AVAILABLE:

* CHLORINE MANUAL.

* CHLORINE MATERIAL SAFETY DATA SHEET.

* WALL CHART "HANDLING CHLORINE CYLINDERS AND TON CONTAINERS" POSTED IN AREA FOR PERSONNEL TO REVIEW (NOT NECESSARILY IN THE CHLORINE ENCLOSURE).

* CHLORINATOR MANUFACTURE'S OPERATING INSTRUCTIONS ON FILE AND A COPY POSTED IN THE CHLORINE ENCLOSURE.

* EMERGENCY PLAN INCLUDING EVACUATION INSTRUCTIONS AND EMERGENCY PHONE NUMBERS. NOTIFICATION LIST SHOUD BE POSTED CONSPICUOUSLY.

* OPERATION AND MAINTENANCE INSTRUCTIONS ON FILE FOR ALL CHLORINE RELATED EQUIPMENT, INCLUDING RESPIRATORY PROTECTION, CHLORINE MONITOR, EXHAUST FANS, ETC.

C. OPERATING EQUIPMENT:

* KEEP CYLINDERS UPRIGHT AND SECURED IN PLACE.

* SERVICE SCALES PERIODICALLY.

* PROVIDE A CYLINDER HAND TRUCK EQUIPPED WITH A SECURING CHAIN OR STRAP.

* PROVIDE A LIGHT / FAN SWITCH OUTSIDE THE CHLORINATOR ROOM.

* CHECK EXHAUST FAN TO ENSURE IT IS OPERATIONAL.

* REVIEW THE CHLORINATOR MANUFACTURES' CHECKLIST.

* MAINTAIN AND INVENTORY ACCESSORIES, AS FOLLOWS:

1. WRENCHES.

2. FLEXIBLE CONNECTORS FROM CYLINDER VALVES TO CHLORINATORS THAT ARE NOT CYLINDER - MOUNTED GENERALLY ARE MADE OF COPPER TUBING AND SUBJECT TO CRIMPING, WHICH CAN LEAD TO LEAKAGE FAILURE. CHECK THEIR CONDITION.

3. ADEQUATE SUPPLY OF UNUSED CYLINDER VALVE GASKETS.

4. SEPARATE YOKES, IF A CYLINDER MOUNTED CHLORINATOR IS NOT USED.

5. A FILLED AMMONIA BOTTLE FOR LEAK CHECKING.

D. PERSONAL PROTECTIVE EQUIPMENT:

* HAVE RESPIRATORS READY FOR USE. CHECK CANISTER DATE AND SERVICE DATE.

* PROVIDE RUBBER GLOVES.

* HAVE PROPER GLASSES / GOGGLES AVAILABLE.

* IF CHEMICAL PROTECTIVE CLOTHING IS STORED AT THE FACILITY, INSPECT IT PERIODICALLY FOR DETERIORATION (CRACKING, DRY ROT, ETC.)

REGULAR MEETING DATED FEBRUARY 5, 2002

COMPRESSED GAS CYLINDERS

SERIOUS ACCIDENTS MAY RESULT FROM THE MISUSE, ABUSE, OR MISHANDLING OF COMPRESSED GAS CYLINDERS. EMPLOYEES ASSIGNED TO THE HANDLING OF CYLINDERS UNDER PRESSURE SHOULD BE CAREFULLY TRAINED.

A. ACCEPT ONLY CYLINDERS APPROVED FOR THE USE IN INTERSTATE COMMERCE FOR TRANSPORTATION OF COMPRESSED GAS.

B. DO NOT REMOVE ANY CHANGE NUMBERS OR MARKS STAMPED ON CYLINDERS.

C. WHEN CYLINDERS MUST BE MOVED WITHOUT THE USE OF A CART OR OTHER MECHANICAL MEANS, USE SOME TYPE OF CARRYING DEVICE. CYLINDERS MAY BE ROLLED A SHORT DISTANCE ON THE BOTTOM EDGE, BUT NEVER DRAGGED.

D. PROTECT CYLINDERS FROM CUTS OR ABRASIONS.

E. DO NOT DROP CYLINDERS OR LET THEM STRIKE EACH OTHER VIOLENTLY.

F. DO NOT USE CYLINDERS FOR ROLLERS, SUPPORTS, OR ANY PURPOSE OTHER THAN TO CONTAIN GAS.

G. DO NOT TAMPER WITH SAFETY DEVICES ON VALVE OR CYLINDERS.

H. WHEN IN DOUBT ABOUT THE PROPER HANDLING OF A COMPRESSED GAS CYLINDER OR ITS CONTENTS, CONSULT THE SUPPLIER OF THE GAS.

I. WHEN EMPTY CYLINDERS ARE TO BE RETURNED TO THE VENDOR, MARK THEM EMPTY WITH CHALK. CLOSE THE VALVES AND REPLACE THE VALVE PROTECTION CAPS.

J. ALWAYS CONSIDER CYLINDERS AS FULL AND HANDLE THEM WITH CORRESPONDING CARE. ACCIDENTS HAVE RESULTED WHEN CONTAINERS UNDER PARTIAL PRESSURE WERE THOUGHT TO BE EMPTY.

K. THE FUSIBLE SAFETY PLUGS ON ACETYLENE CYLINDERS MELT AT ABOUT THE BOILING POINT OF WATER. IF AN OUTLET VALVE BECOMES CLOGGED WITH ICE ORFROZEN, IT SHOULD BE THAWED WITH WARM (NOT BOILING) WATER APPLIED TO THE VALVE. A FLAME SHOULD NEVER BE USED.

STORING CYLINDERS:

A. CYLINDERS SHOULD BE STORED IN A SAFE, DRY, WELL-VENTILATED PLACE PREPARED AND RESERVED FOR THE PURPOSE. CYLINDERS SHOULD BE CHAINED OR OTHERWISE FASTENED FIRMLY AGAINST A WALL, POST, OR OTHER SOLID OBJECT.

B. FLAMMABLE SUBSTANCES, SUCH AS OIL AND VOLATILE LIQUIDS, SHOULD NOT BE STORED WITHIN TWENTY (20) FEET OF CYLINDER STORAGE.

C. CYLINDERS SHOULD NOT BE STORED NEAR ELEVATORS, GANGWAYS, STAIRWELLS, OR OTHER PLACES WHERE THEY CAN BE KNOCKED DOWN OR DAMAGED.

D. THE TOTAL CAPACITY OF ACETYLENE CYLINDERS STORED INSIDE A BUILDING SHOULD BE LIMITED TO 2,000 FEET OF GAS, INCLUDING CYLINDERS IN USE OR CONNECTED.

E. WHEN OXYGEN AND ACETYLENE CYLINDERS MUST BE STORED IN THE SAME BUILDING, EACH TYPE SHOULD BE STORED SEPARATELY, PREFERABLY IN SEPARATE SECTIONS OF THE BUILDING.

F. CYLINDERS SHOULD BE PROTECTED FROM DIRECT RAYS OF THE SUN IN SUMMER AND FROM ANY HEAT SUCH AS RADIATORS, FURNACES OR ANY OTHER SOURCE OF HEAT.

G. A DIRECT FLAME OR ELECTRIC ARC SHOULD NEVER BE PERMITTED TO CONTACT ANY PART OF A COMPRESSED GAS CYLINDER.

USING CYLINDERS:

A. USE CYLINDERS IN AN UPRIGHT POSITION.

B. KEEP CAP IN PLACE TO PROTECT VALVE EXCEPT WHEN CYLINDER IS CONNECTED FOR USE.

C. DO NOT FORCE CONNECTIONS ON THE REGULATOR OR UNION IF THEY DO NOT FIT.

D. OPEN CYLINDER VALVES SLOWLY.

E. BEFORE MAKING CONNECTION TO A CYLINDER VALVE, EXCEPT THAT OF A HYDROGEN CYLINDER, "CRACK" THE VALVE FOR AN INSTANT TO CLEAR THE OPENING OF PARTICLES OF DUST OR DIRT.

F. NEVER USE OIL OR GREASE AS A LUBRICANT ON VALVES OR ATTACHMENTS OR OXYGEN CYLINDERS.

G. DO NOT STAND DIRECTLY IN FRONT OF REGULATOR GAUGES WHEN OPENING TANK VALVE. SUDDEN PRESSURE COULD BLOW OUT GAUGE GLASS AND PARTS.

CONFINED SPACES

CONFINED SPACES ARE POTENTIALLY HAZARDOUS DUE TO THE POSSIBILITY OF TOXIC OR FLAMMABLE ATMOSPHERE, REDUCED OXYGEN LEVEL (BELOW 19.5%), ENGULFMENT BY DUST OR LIQUIDS, AND SO FORTH. A CONFINED SPACE IS A SMALL OR RESTRICTED SPACE WITH LIMITED OR DIFFICULT ACCESS OR EGRESS WHICH IS NOT DESIGNED FOR CONTINUOUS OCCUPANCY AND HAS THE POTENTIAL FOR CONTAINING A HAZARDOUS ATMOSPHERE. CONFINED SPACES INCLUDE MANHOLES, SEWER LIFT STATIONS, AND TRENCHES AND EXCAVATIONS OVER FOUR (4) FEET DEEP.

1. SUPERVISORS ARE RESPONSIBLE:

A. BEFORE ANYONE ENTERS THE CONFINED SPACE, DETERMINE THE POTENTIAL FOR INJURY AND ESTABLISH THE NECESSARY CONTROLS TO PREVENT INJURY.

B. DEVELOP SPECIFIC PRE-ENTRY PROCEDURES. A PRE-ENTRY WRITTEN CHECKLIST IS NECESSARY. COMPLETED CHECKLISTS NEED TO BE KEPT ON FILE.

C. INSTRUCTING PERSONNEL REGARDING THE HAZARDS AND SAFE WORK METHODS.

D. TRAINING PERSONNEL IN THE SPECIFIC ENTRY PROCEDURES AND EMPLOYEES SPECIFIC RESPONSIBILITIES FOR EACH PARTICULAR JOB.

E. INSPECTING THE WORK AREA PRIOR TO THE EMPLOYEES ENTERING THE CONFINED SPACE. CONFIRMING ALL NECESSARY CONTROLS ARE IN PLACE.

F. VERIFYING THAT PERSONNEL ARE USING THE PROPER PROTECTIVE CLOTHING AND EQUIPMENT.

G. REVIEWING THE ENTRY PERMIT TO BE SURE ALL PRECAUTIONS HAVE BEEN TAKEN.

H. THAT BESIDES THE PERSON(S) WHO ENTER THE CONFINED SPACE, AN ATTENDANT IS TOPSIDE TO OPERATE THE HOIST ON THE TRIPOD AND MAINTAIN COMMUNICATIONS WITH PERSONNEL IN THE CONFINED SPACE, AND SOMEONE ELSE IS AVAILABLE TO ENLIST MEDICAL HELP IF NEEDED.

2. PERSONNEL REQUIRED TO ENTER A CONFINED SPACE SHALL BE TRAINED IN AT LEAST THE FOLLOWING AREAS:

A. THE STEPS IN THE PROCEDURES THEY ARE REQUIRED TO PERFORM.

B. WHAT POTENTIAL HAZARDS ARE ASSOCIATED WITH THE CONFINED SPACE ENTRY WORK.

C. HOW TO PROPERLY USE RESCUE EQUIPMENT, RESPIRATORS, AND OTHER PERSONAL PROTECTIVE CLOTHING.

D. HOW TO PROPERLY USE FLAME SPARK PRODUCING EQUIPMENT AND ANY ELECTRICAL EQUIPMENT USED IN THE CONFINED SPACE.

E. THAT AUTHORIZED ENTRY INTO A CONFINED SPACE IS ABSOLUTELY FORBIDDEN, AND THAT THE CONSEQUENCES OF UNAUTHORIZED ENTRY COULD BE FATAL.

F. THAT THEIR PHYSICAL SENSES (SMELL) ARE NOT ALWAYS CAPABLE OF DETECTING THE SEVERITY OF THE HAZARDS.

G. THAT WORK IS NOT TO BE PERFORMED WITHOUT AS APPROVEDPROCEDURE OR ENTRY PERMIT.

3. STAND - BY OBSERVERS SHALL BE TRAINED IN AT LEAST THE FOLLOWING AREAS:

A. HOW TO OPERATE AND INTERPRET RESULTS OF THE CONFINED SPACE ATMOSPHERE MONITORING EQUIPMENT TO OBTAIN A CONTINUOUS MEASUREMENT OF THE ATMOSPHERE IN THE CONFINED SPACE.

B. HOW TO USE RESCUE EQUIPMENT.

C. HOW TO PERFORM CARDIOPULMONARY RESUSCITATION.

D. WHAT POTENTIAL HAZARDOUS CONDITIONS MAY OCCUR WHILE PERFORMING THE OPERATION.

E. THAT IT IS THEIR RESPONSIBILITY TO KEEP THEIR ATTENTION ON THE WORKER AND TO MAINTAIN VISUAL OR VERBAL CONTACT WITH THE ENTRANT(S).

F. THAT IT IS THEIR RESPONSIBILITY TO REMAIN AT THEIR POST AS LONG AS ENTRANT(S) ARE IN THE CONFINED SPACE.

G. WHAT EFFECTS ARE EXHIBITED BY PEOPLE WHEN EXPOSED TO A TOXIC OR ASPHYXIATING SUBSTANCE.

H. HOW AND WHEN TO INSTRUCT ENTRANT(S) TO COME OUT OF THE SPACE AND HOW AND WHEN TO REMOVE THEM.

I. HOW TO USE COMMUNICATIONS EQUIPMENT TO COMMUNICATE WITH THE ENTRANT(S) AND HOW TO SUMMON EMERGENCY ASSISTANCE.

J. WHAT TO DO IN CASE OF EMERGENCY. THEIR INSTRUCTIONS IN EMERGENCY RESPONSE SHOULD INCLUDE NEVER ENTERING THE CONFINED SPACE.

4. PREPARATION FOR ENTRY:

A RESCUE PLAN SPECIFIC TO EACH ENTRY SITUATION SHALL BE WRITTEN BEFORE THE ENTRY. ALL WORKERS INVOLVED SHALL BE TRAINED IN THE PLAN.

BEFORE AN ENTRY PERMIT IS ISSUED, NOTIFY YOUR SAFETY COORDINATOR. THE SAFETY COORDINATOR IS TO COMPLETE A SAFETY CHECKLIST AND IMPLEMENT TESTING. NO ONE IS TO ENTER A CONFINED SPACE WITHOUT A VALID PERMIT. AN APPROVED PROCEDURE DISCUSSING THE SPECIFIC LOCATION REQUIREMENTS SHALL BE WRITTEN AND EMPLOYEES SHALL BE TRAINED IN ITS REQUIREMENTS. AS A MINIMUM, THE PROCEDURE SHALL ADDRESS THE FOLLOWING ITEMS, WHERE APPLICABLE:

A. DRAIN:

ALL LIQUID CONTENTS SHALL BE DRAINED AS THROUGHLY AS POSSIBLE FROM THE CONFINED SPACE.

B. FLUSH:

THE SPACE SHALL BE FLUSHED OR PURGED OR HAZARDOUS RESIDUAL LIQUIDS, VAPORS OR GASES TO THE EXTENT POSSIBLE WITHOUT ENTERING THE CONFINED SPACE.

C. ISOLATE:

THE CONFINED SPACE SHALL BE PHYSICALLY ISOLATED SO THAT HAZARDOUS MATERIAL CANNOT ENTER. LINES INTO OR OUT OF THE CONFINED SPACE SHALL BE ISOLATED BY BLIND FLANGING, PLUGGING OR DISCONNECTION.

D. PURGE:

ADEQUATE VENTILATION OF THE CONFINED SPACE SHALL BE PROVIDED PRIOR TO AND DURING ALL TANK OR PIT ENTRY OPERATIONS. CIRCULATE THE FRESH AIR WITH AIR MOVER SIZED TO MAINTAIN MOVEMENT THROUGHOUT THE CONFINED SPACE.

E. LOCK-OUT:

LOCKOUT AND TAG-OUT ALL ELECTRICAL AND MECHANICAL EQUIPMENT IN OR RELATED TO THE CONFINED SPACE. THE EMPLOYEE WORKING IN THE CONFINED AREA SHOULD HAVE POSSESSION OF THE KEY. ANY AND ALL SYSTEMS WHICH MIGHT AFFECT THE ENTRY SHALL BE LOCKED AND TAGGED OUT. A ZERO MECHANICAL STATE (Z.M.S.) MUST EXIST DURING THE ENTRY. Z.M.S. MEANS ALL ENERGY RUN ELECTRICAL, MECHANICAL, HYDRAULIC, AIR, ETC., SHALL BE NEUTRALIZED. ALL POTENTIAL AND KINETIC ENERGY MUST BE AT ITS LOWEST VALUE.

F. GROUND:

ELECTRICALLY CONDUCTIVE CONFINED SPACES SHALL BE GROUNDED TO PREVENT STATIC ELECTRICITY BUILDUP.

G. PROVIDE EGRESS:

A MEANS OF SAFE ENTRY AND EXIT SHALL BE PROVIDED.

H. ANY AND ALL SPECIAL EQUIPMENT (SUCH AS RESPIRATORY PROTECTIVE EQUIPMENT) SHALL BE IN PLACE AND TRAINING IN THE REQUIRED EQUIPMENT MUST BE CONDUCTED PRIOR TO THE ENTRY.

5. PROTECTIVE CLOTHING AND EQUIPMENT:

A. HARNESS AND LIFE LINE:

FOR ALL CONFINED SPACE ENTRIES, THE PERSON ENTERING SHALL WEAR AN APPROVED PARACHUTE TYPE SAFETY HARNESS AND AN ATTACHED LIFELINE WITH A MINIMUM SAFETY FACTOR OF 5:1. ONE END OF THE LIFELINE SHALL BE SECURELY FASTENED TO A STRUCTURAL MEMBER OUTSIDE OF THE CONFINED SPACE. THE LINE SHALL BE TENDED BY ONE STANDBY CREWMEMBER STATIONED OUTSIDE OF THE CONFINED SPACE. THE CREWMEMBER DESIGNATED AS STANDBY MUST BE PHYSICALLY CAPABLE OF REMOVING THE WORKER IN THE CONFINED SPACE (IF THIS CAPABILITY IS QUESTIONABLE, TWO (2) STANDBY WORKERS ARE NECESSARY).

THE STANDBY EMPLOYEE SHOULD HAVE NO OTHER DUTIES THAN TO REMAIN AVAILABLE FOR ASSISTANCE AND SHOULD BE EQUIPPED WITH A SAFETY HARNESS AND BREATHING APPARATUS. AT LEAST ONE (1) ATTENDANT SHALL BE TRAINED IN FIRST AID AND CPR.

6. ENTERING A CONFINED SPACE:

A. MINIMIZE EXPOSURE:

KEEP THE NUMBER OF PERSONS AND THE TIME OF OPERATOR ENTRANCE TO MINIMUM.

B. PROVIDE OBSERVER:

PROVIDING A TRAINED STANDBY OBSERVER OUTSIDE THE CONFINED SPACE.

C. LIGHTING:

USE LOW VOLTAGE LIGHTING (12 VOLTS OR LESS) INSIDE CONFINED SPACES. VAPOR PROOF UL APPROVED FLASHLIGHTS MAY ALSO BE USED. IF ADDITIONAL LIGHTING IS NECESSARY, 120 VOLT LIGHTS MAY BE USED IF PROTECTED BY A G.F.C.I. EXTENSION CORD LAMPS SHOULD NOT BE USED IN LOCATIONS WHERE THE CORDS CAN BE PINCHED OR SEVERED. SHORTED WIRES MAY CAUSE ARCING AND IGNITION OF FLAMMABLES OR DUST IN THE AREA. ANY FLEXIBLE POWER CORDS MUST BE DESIGNED FOR HARD OR EXTRA HARD USAGE.

D. COMPRESSED GAS CYLINDERS:

DO NOT TAKE COMPRESSED GAS CYLINDERS IN A CONFINED SPACE (EXCEPT AIR CYLINDERS FOR RESPIRATORS).

E. ELECTRICAL TOOLS:

THE HOUSING OF ALL ELECTRICAL TOOLS SHOULD BE CONSTRUCTED OF PLASTIC OF PLASTIC OR ANOTHER NON-CONDUCTIVE MATERIAL.

7. WHEN USING PORTABLE BLOWERS TO VENTILATE, THEY SHOULD BE POSITIONED TO INSURE THAT THE AIR INTAKE WILL NOT PICK UP CARBON MONOXIDE FUMES FROM THE ENGINE.

8. SMOKING OR OPEN FLAMES SHOULD BE PROHIBITED IN ANY UNDERGROUND OPERATION OR ON OTHER CONFINED SPACE.

9. ALL CONFINED SPACES WHICH HAVE PREVIOUSLY CONTAINED OR WHICH HAVE THE POSSIBILITY OF CONTAINING TOXIC OR POISONOUS MATERIALS WHICH CAN BE ABSORBED THROUGH THE SKIN, SHALL BE ENTERED ONLY BY PERSONS PROPERLY EQUIPPED WITH PERSONAL PROTECTIVE EQUIPMENT.

10. THE CONTROLS OF ALL POWER DRIVERS, AGITATORS, MOVING PARTS AND MOVING EQUIPMENT THAT ARE AS INTEGRAL PART OF THE INSTALLATION WITHIN A CONFINED SPACE SHALL BE DISCONNECTED, LOCKED OUT, OR OTHERWISE POSITIVELY SECURED AGAINST OPERATING WHILE THE CONFINED SPACE IS OCCUPIED.

11. LINES, PIPE, DUCT AND ALL OTHER DEVICES WHICH MAY DISCHARGE HAZARDOUS MATERIALS INTO A CONFINED SPACE SHALL BE DISCONNECTED, BLOCKED OFF, LOCKED OUT, OR OTHERWISE POSITIVELY SECURED AGAINST SUCH DISCHARGE WHILE THE CONFINED SPACE IS OCCUPIED.

12. WHEN OPENING MANHOLES; BARRICADES AND WARNING SIGNALS SHOULD BE USED TO PROTECT PEDESTRIAN TRAFFIC AND TO ALERT VEHICLE TRAFFIC TO THE HAZARDS.

13. EMPLOYEES SHOULD NOT EXPOSE THEIR HANDS OR ENTER ANY CONFINED SPACE WITHOUT CAREFULLY OPENING THE ACCESS PLATE, COVER, LID OR DOOR AND MAKING SURE THAT NO DANGEROUS REPTILES, ANIMALS OR INSECTS ARE OCCUPYING THE SPACE.

14. EXITS SHOULD NEVER BE BLOCKED OFF.

ELECTRICAL HAZARDS

1. ALL POWER LINES MUST BE CONSIDERED DANGEROUS AND SAFETY PRECAUTIONS MUST BE OBSERVED.

2. WIRES NOT PROPERLY GROUNDED, THAT ARE BEING STRUNG NEAR POWER LINES, MUST BE TREATED AS LIVE AND OF THE SAME VOLTAGE AS THE SUPPLY LINE.

3. WIRE, WET ROPE, STEEL TAPE LINE, OR LINEN TAPE WITH METAL REINFORCEMENT, MUST NOT BE USED FOR MEASURING THE HEIGHT OF ANY WIRE LINE, AND MUST NOT BE PERMITTED TO COME IN CONTACT WITH WIRE LINES.

4. THE USE OF WATER TO EXTINGUISH FIRES NEAR ENERGIZED ELECTRIC EQUIPMENT OF APPARATUS IS PROHIBITED. POWER MUST BE CUT OFF WHEN NECESSARY TO DIRECT HOSE STREAM CLOSE TO HIGH TENSION WIRES OR APPARATUS. APPLYING STREAM OF WATER ON ELECTRIC WIRE IS PROHIBITED.

5. THE INSULATION OR COVERING ON WIRE OR ELECTRIC APPARATUS MUST NOT BE DEPENDED ON FOR PROTECTION AGAINST SHOCK. USE PRESCRIBED RUBBER GLOVES, LINE HOSE AND BLANKETS, WHEN NECESSARY TO HANDLE POWER WIRES; BUT THESE PROTECTIVE DEVICES MUST NOT BE CONSIDERED AN ABSOLUTE SAFEGUARD AGAINST SHOCK, AND CAUTION MUST BE USED AT ALL TIMES.

6. RUBBER GLOVES FURNISHED FOR ELECTRICAL WORK MUST BE "ROLL" TESTED BEFORE EACH USE. THE RUBBER GLOVES SHALL COMPLY WITH A.N.S.I. / A.S.T.M. SPECIFICATIONS AND MUST BE RATED TO WITHSTAND AN ELECTRICAL POTENTIAL OF AT LEAST 10 KV. LEATHER GLOVE PROTECTORS MUST BE WORN OVER THE RUBBER GLOVES. THE RUBBER GLOVES WILL BE CLEANED, INSPECTED, AND ELECTRICALLY PROOF TESTED, AS PER A.S.T.M. STANDARDS. RESPECTIVE SUPERVISOR WILL RETAIN RECORDS OF PERIODIC TESTING.

7. EMPLOYEES WORKING NEAR HIGH VOLTAGE EQUIPMENT OR MAGNETIC OR ELECTRO-STATIC FIELDS OF UHF OR VHF EQUIPMENT MUST DIVEST THEMSELVES OF METAL ARTICLES SUCH AS TOOLS, POCKET KNIVES, WATCHES, KEYS, ETC.

8. TAMPERING WITH ELECTRIC USES OR OTHERWISE DESTROYING THEIR PROTECTIVE FEATURE, EXCEPT IN PERFORMANCE OF EMERGENCY WORK BY QUALIFIED ELECTRICIANS, IS PROHIBITED.

9. IF TROUBLE EXISTS, AND IT APPEARS PROBABLY THAT THERE IS A CROSS WITH HIGH TENSION LINES, USE EVERY PRECAUTION TO GUARD AGAINST PERSONAL INJURY WHILE THE CAUSE IS BEING DETERMINED AND REMEDIED. ALSO, WARN OTHERS WHO MAY BE ON OR ABOUT THE LINE.

10. EMPLOYEES MUST NOT USE A METAL TOOL TO LOOSEN DIRT IN THE VICINITY OF UNDERGROUND ELECTRIC WIRE OR APPARATUS.

11. WHEN PERFORMING WORK ON ALTERNATING CURRENT CIRCUITS, BOTH LIGHTING AND POWER REGARDLESS OF VOLTAGE, THE CIRCUITS SHOULD BE DE-ENERGIZED WHEN CONSISTENT WITH THE OPERATIONS OF THE FACILITY BEING SERVED.

12. WHEN ELECTRIC CIRCUITS ARE OPENED FOR WORK, THE POWER CONTROL DEVICES SHALL BE LOCKED OR BLOCKED OPEN, AND SHALL BE PROTECTED BY PROPER TAGS OR BY OTHER APPROVED DEVICES. SUCH PROTECTIVE TAGS OR DEVICES SHALL BE REMOVED ONLY BY THE SAME WORKMAN OR CREW THAT APPLIED THEM. SEE THE LOCKOUT / TAGOUT CHAPTER IN THIS MANUAL.

13. PROTECTIVE EQUIPMENT, RUBBER GLOVES, LINE HOSES, ETC., MUST BE TESTED PERIODICALLY AS PER A.S.T.M. STANDARDS. RESPONSIBLE SUPERVISORS MUST MAINTAIN REQUIRED RECORDS.

14. WHEN USING LADDERS NEAR POWER SOURCES, THE LADDERS MUST BE WOODEN TO PREVENT CONDUCTIVITY FOR ELECTRICITY.

15. WHEN EMERGENCY GENERATORS OR POWER SOURCES ARE SET UP, IT MUST BE ASCERTAINED THAT WIRES NORMALLY FEEDING ENERGY FROM OTHER SOURCES ARE DISCONNECTED.

16. TOUCHING A BROKEN CONDUCTOR FROM AN OVERHEAD POLE LINE IS PROHIBITED. REPORT THE FALLEN WIRE IMMEDIATELY TO THE CREW RESPONSIBLE FOR THE POLE LINE OR COMPANY LINE. HAVE SOMEONE STAND BY AT THE DOWNED LINE UNTIL THE LINE IS CLEARED.

17. EXTENSION CORDS MUST BE INSPECTED FREQUENTLY AND DEFECTS MUST BE REPAIRED OR REPORTED TO SUPERVISOR AT ONCE. CORDS MUST BE KEPT CLEAN AND FREE OF KINKS. CORDS MUST BE EQUIPPED WITH GUARDS AND MUST HAVE A GROUNDING CONDUCTION.

    EXTENSION CORDS ARE NOT TO BE:

    A. USED AS A SUBSTITUTE FOR FIXED WIRING.

    B. RUN THROUGH HOLES IN WALLS, CEILINGS AND FLOORS.

    C. RUN THROUGH WINDOWS, DOORS.

    D. ATTACHED TO BUILDING SURFACES.

18. ELECTRIC CIRCUITS MUST NOT BE FUSED IN EXCESS OF WIRE CAPACITY. THE SERVICE SWITCH MUST BE OPENED BEFORE HANDLING FUSE.

19. SAFETY INTERLOCKS ON DOORS OR ACCESS PORTS OF HIGH VOLTAGE EQUIPMENT CABINETS, INCLUDING UHF AND VHF EQUIPMENT, MUST NOT BE BYPASSED OR OTHERWISE SHUNTED OUT TO PERFORM WORK ON THE EQUIPMENT WHILE IT IS ENERGIZED.

20. CAPACITORS SHALL BE DRAINED OF THEIR STORED CHARGE BEFORE HANDLING.

21. EACH DISCONNECTING MEANS (CIRCUIT BREAKER, FUSE BOX) MUST BE LEGIBLY MARKED TO INDICATE ITS PURPOSE UNLESS ITS PURPOSE IS EVIDENT.

22. FRAMES OF ELECTRICAL MOTORS, REGARDLESS OR VOLTAGE, MUST BE GROUNDED. PROVIDE SUITABLE INSULATING MATS OR PLATFORMS WHERE MOTOR CONTROLLERS (OPERATING AT MORE THAN 15. V TO GROUND) ARE GROUNDED ONLY BY LOCATION AND WHERE ADJUSTMENTS MAY BE NECESSARY DURING OPERATIONS.

23. EXPOSED NON-CURRENT CARRYING METAL PARTS OF FIXED EQUIPMENT THAT MAY BECOME ENERGIZED UNDER ABNORMAL CONDITIONS MUST BE GROUNDED UNDER ANY OF THE FOLLOWING CIRCUMSTANCES:

    A. IN WET OR DAMP LOCATIONS.

    B. IF IN ELECTRICAL CONTACT WITH METAL.

    C. IF OPERATED IN EXCESS OF 150 VOLTS TO GROUND.

    D. WHEN IN A POTENTIALLY FLAMMABLE TO EXPLOSIVE ATMOSPHERE.

24. EXPOSED NON- CURRENT CARRYING METAL PARTS WHICH ARE LIABLE TO BECOME ENERGIZED, SHOULD BE GROUNDED OR DOUBLE INSULATED AND DISTINCTLY MARKED:

    A. PORTABLE HAND HELD MOTOR OPERATED TOOLS.

    B. APPLIANCES

    C. ANY EQUIPMENT OPERATED IN EXCESS OF 150 VOLTS TO GROUND.

    D. IN ADDITION, OUTLETS, SWITCHES, JUNCTION BOXES, ETC., MUST BE COVERED. DAMAGED SWITCHES, WIRING AND ELECTRICAL OUTLETS SHOULD BE PROMPTLY REPAIRED.

25. FLEXIBLE CORD MUST BE FASTENED SO THERE IS NO PULL JOINTS OR TERMINAL SCREWS. IT MUST BE REPLACED WHEN FRAYED OR WHEN THE INSULATION HAS DETERIORATED.

26. ALL SPLICES IN FLEXIBLE CORD MUST BE BRAZED, WELDED OR SOLDERED, OR JOINED WITH SUITABLE SPLICING DEVICES. ANY SPLICES AND FREE ENDS OF CONDUCTORS MUST BE PROPERLY INSULATED.

REGULAR MEETING DATED FEBRUARY 5, 2002

ELECTRIC SHOCK

1. RESCUE:

IF THE VICTIM REMAINS IN CONTACT WITH ELECTRIC CURRENT, REMOVAL MUST BE ACCOMPLISHED IMMEDIATELY AS EVERY SECOND OF DELAY LESSONS THE CHANCE OF RESUSCITATION.

A. IF A SWITCH OR CIRCUIT BREAKER IS NEARBY, SWITCH OFF CURRENT. DO NOT SPEND TIME LOOKING FOR A SWITCH. WHERE PORTABLE ELECTRIC HAND TOOL PRODUCES SHOCK, PULL INSULATED CORD FROM SOCKET.

B. IF POWER CANNOT IMMEDIATELY BE SHUT OFF AND VICTIM MUST BE REMOVED FROM THE CONTACT, THE RESCUER HIMSELF MUST BE PROTECTED FROM CONTACT.

1. VICTIM SHOULD NOT BE TOUCHED OR GRASPED WITH BARE HANDS.

2. IF POSSIBLE, RESCUER SHOULD STAND ON DRY INSULATING MATERIAL SUCH AS RUBBER MAT OR THICK RUG.

3. IF RUBBER GLOVES ARE NOT AVAILABLE, HANDS SHOULD BE WRAPPED WITH DRY CLOTH BEFORE TOUCHING VICTIM.

4. WHEN POSSIBLE, DRY, NONCONDUCTIVE MATERIAL (BELT, SHIRT OR ROPE) SHOULD BE PLACED OVER THE VICTIMS FOOT OR OTHER PART OF BODY AND VICTIM SHOULD BE PULLED FROM CONTACT.

5. A DRY BOARD, STICK, CLOTH OR ROPE MAY BE USED TO PULL HOT WIRE FROM VICTIM.

2. FIRST AID:

A. ELECTRIC SHOCK MAY TEMPORARILY PARALYZE THE VICTIMS RESPIRATORY SYSTEM WITH CONTINUATION OF THE HEARTBEAT UNTIL THE OXYGEN IN THE BLOOD IS EXHAUSTED; OR IT MAY STOP BOTH HIS RESPIRATION AND CIRCULATION SIMULTANEOUSLY.

B. WHEN BOTH BREATHING AND HEARTBEAT HAVE STOPPED, ORAL RESUSCITATION AND EXTERNAL CARDIAC MASSAGE, IF GIVEN PROMPTLY AND SKILLFULLY MAY SAVE A PERSONS LIFE. HOWEVER, CARDIAC MASSAGE IS NOT RECOMMENDED UNLESS THE RESCUER IS THROUGHLY TRAINED IN IS APPLICATION, AS ADDITIONAL INJURY TO THE VICTIM MAY RESULT FROM INCORRECT METHODS. THEREFORE, IT IS BELIEVED THAT IN CASES OF ELECTRIC SHOCK, THE PREFERRED METHOD OF ARTIFICIAL RESPIRATION IS USUALLY THE "BACKPRESSURE / ARM LIFTED" METHOD, AS PRESSURE ON THE VICTIMS BACK WILL OFTEN ALSO START HEART ACTION.

3. BACK PRESSURE / ARM LIFT METHOD OF ARTIFICIAL RESPIRATION:

A. REMOVE ALL FOREIGN MATTER (LOOSE DENTURES, TOBACCO, ETC.) FROM THE VICTIMS MOUTH AND TILT HEAD BACK TO CLEAR AIR PASSAGE.

B. PLACE VICTIM FACE DOWN, HEAD TO ONE SIDE, PRONE POSITION. BEND HIS ELBOWS AND PLACE THE HANDS ONE UPON THE OTHER UNDER FACE. BE SURE TONGUE DOES NOT BLOCK THE AIR PASSAGE.

C. RESCUER SHOULD KNEEL EITHER ON THE RIGHT OR LEFT AT THE VICTIMS HEAD FACING HIM. THE KNEE SHOULD BE PLACED AT THE SIDE OF THE VICTIMS HEAD CLOSE TO THE FOREARM. THE OPPOSITE FOOT SHOULD BE PLACED NEAR THE VICTIMS ELBOW. IF IT IS MORE COMFORTABLE, KNEEL ON BOTH KNEES, ONE ON EITHER SIDE OF THE VICTIMS HEAD. PLACE HANDS UPON THE FLAT OF THE VICTIMS BACK IN SUCH A WAY THAT THE PALMS LIE JUST BELOW AN IMAGINARY LINE RUNNING BETWEEN THE ARMPITS. WITH THE TIPS OF THE THUMBS JUST TOUCHING, SPREAD THE FINGERS DOWNWARDS AND OUTWARD.

4. COMPRESSION:

ROCK FORWARD UNTIL THE ARMS ARE APPROXIMATELY VERTICAL AND BELOW THE WEIGHT OF THE UPPER PART OF THE BODY TO EXERT SLOW, STEADY, EVEN PRESSURE DOWNWARD UPON THE HANDS. THIS FORCES AIR OUT OF THE LUNGS. ELBOWS SHOULD BE KEPT STRAIGHT AND PRESSURE EXERTED ALMOST DIRECTLY DOWNWARD ON BACK.

5. EXPANSION:

RELEASE THE PRESSURE, AVOIDING A FINAL THRUST, AND COMMENCE TO ROCK SLOWLY BACKWARD. PLACE HANDS UPON THE VICTIMS ARMS JUST ABOVE HIS ELBOWS. DRAW HIS ARMS UPWARD AND TOWARD YOU. APPLY JUST ENOUGH LIFT TO FEEL RESISTANCE AND TENSION AT THE VICTIMS SHOULDERS. DO NOT BEND YOUR ELBOWS, AND AS YOU ROCK BACKWARD, THE VICTIMS ARMS WILL BE DRAWN TOWARD YOU. THEN LOWER THE ARMS TO THE GROUND.

THIS COMPLETED, THE FULL CYCLE WHICH SHOULD BE REPEATED 12 TIMES PER MINUTE AT A STEADY RATE. THE COMPRESSION AND EXPANSION PHASES SHOULD OCCUPY ABOUT EQUAL TIME, WITH THE RELEASE PERIODS BEING OF MINIMUM DURATION. CONTINUE ARTIFICIAL RESPIRATION UNTIL MEDICAL HELP IS AVAILABLE.

6. TREATMENT FOR SHOCK BURNS:

TREATMENT THE VICTIM IN THE SAME MANNER AS FOR ORDINARY SHOCK. MAKE HIM AS COMFORTABLE AS POSSIBLE. MAINTAIN NORMAL BODY TEMPERATURE BY PLACING BLANKETS OVER AND UNDER HIM, AND QUIETLY REASSURE HIM. DO NOT GIVE STIMULATES EXCEPT PERHAPS WEAK COFFEE OR WATER WITH SUGAR IN IT.

KEEP BURNS AS CLEAN AS POSSIBLE, BUT DO NOTHING EXCEPT COVER BURNED AREAS WITH DRY, STERILE DRESSING.

IN ALL CASES OF ELECTRICAL SHOCK, SUMMON MEDICAL AID AND GET VICTIM TO HOSPITAL IMMEDIATELY. HE SHOULD BE EXAMINED AND OBSERVED FOR POSSIBLE INVOLVEMENT OF VITAL ORGANS.

7. EYE INJURIES:

A. THE EYE IS A VERY SENSITIVE ORGAN AND AN INJURY, EVEN A MINOR FOREIGN BODY, CAN BE EXTREMELY PAINFUL. ANY FIRST AID OR TREATMENT SHOULD BE GIVEN WITH THE UTMOST CAUTION TO PREVENT IMPAIRED VISION OR THE DANGER OF INFECTION. HANDS SHOULD ALWAYS BE THROUGHLY WASHED WITH SOAP AND WATER BEFORE ATTEMPTING TO GIVE ANY EYE CARE.

B. THE FOLLOWING SUPPLIES SHOULD BE MAINTAINED IN THE FIRST AID KIT TO HANDLE EYE INJURIES:

1. A PLASTIC SQUEEZE BOTTLE OF EYE IRRIGATING SOLUTION

2. STERILE EYE PAD

3. TAPE

SOME OF THE MOST COMMON EYE INJURIES ENCOUNTERED AND THE FIRST AID TO BE GIVEN ARE LISTED BELOW:

8. FOREIGN BODIES:

A. LOOK THE EYEBALL OVER FOR THE FOREIGN BODY. IF THE PARTICLE IS FLOATING OR LYING FREE, FLUSH GENTLY WITH EYE IRRIGRATING SOLUTION DIRECTING THE FLOW AWAY FROM THE NOSE. IF THE FOREIGN BODY REMAINS, IT IS EMBEDDED. UNDER NO CIRCUMSTANCES SHOULD THE FIRST AID WORKER ATTEMPT TO REMOVE A FOREIGN BODY FROM THE EYEBALL.

B. REFER ALL CASES IN WHICH A FOREIGN BODY IS BEDDED IN THE EYEBALL OR UNDER THE LID TO THE DOCTOR.

9. CHEMICAL BURNS:

THE LONGER THE CHEMICAL REMAINS IN THE EYE, THE DEEPER THE BURNS. THE EYE MUST BE WASHED IMMEDIATELY AND THOROUGHLY WITH WATER.

A. HOLDING THE EYE OPEN, POUR WATER INTO THE INNER CORNER OF THE EYE ALLOWING IT TO RUN OVER THE EYEBALL AND UNDER THE LIDS. CONTINUE TOWASH THE EYE IN THIS MANNER FOR AT LEAST 20 MINUTES TO REMOVE ALL TRACES OF THE CHEMICAL. DO NOT USE AN EYECUP.

B. COVER THE EYE WITH A STERILE EYE PAD.

10. FLASH BURNS:

A. APPLY COLD COMPRESSES FOR TEMPORARY RELIEF.

B. RUSH INJURED TO PHYSICIAN.

11. BLOWS OR LACERATIONS OF THE EYE:

A. DO NOT ATTEMPT TO OPEN THE LIDS TO REMOVE ANY FOREIGN BODIES OR TO EXAMINE THE EYE.

B. COVER THE EYE WITH A STERILE PAD.

C. PLACE THE INJURED EMPLOYEE ON A STRETCHER WITH AS LITTLE MOVEMENT AS POSSIBLE.

12. EAR INJURIES:

EAR INJURIES USUALLY CONSIST OF FOREIGN BODIES OR BURNS OF THE EAR CANAL. THE FIRST AID FOR EAR INJURIES CONSISTS MAINLY OF "DONT'S".

A. DON'T ATTEMPT TO REMOVE ANY FOREIGN BODY FROM THE EAR CANAL.

B. DON'T IRRIGATE THE EAR CANAL WITH ANY SOLUTION.

C. DON'T PUT ANY MEDICATION OR DROPS INTO THE EAR.

D. DO TAKE A HISTORY OF THE INJURY AND RUSH THE INJURED EMPLOYEE TO A PHYSICIAN IMMEDIATELY.

13. SAFETY MEETINGS STRESS ACCIDENT PREVENTION AND SURELY THAT IS OUR FIRST INTENTION. BUT WE ALL KNOW THAT ACCIDENTS OCCUR IN SPITE OF ALL OUR EFFORTS TO PREVENT THEM.

14. DON'T MOVE AN INJURED PERSON OR TRY TO GET HIM TO STAND:

A. ONE EXAMPLE IS A LABORER WHO SUFFERED A CRUSHED HIP. BECAUSE FELLOW WORKER HELPED HIM TO STAND AND TRIED TO HAVE HIM WALK, INTESTINAL DAMAGE WAS DONE THAT RESULTED TO HIS DEATH.

B. IN ANOTHER CASE, A SIMPLE LEG FRACTURE WAS TURNED INTO A COMPOUND FRACTURE BECAUSE WITNESSES, WANTING TO BE HELPFUL, PERSUADED THE INJURED MAN TO TRY TO WALK.

15. IT'S A GOOD PRACTICE TO FOLLOW THIS RULE WHEN YOU WITNESS AN INJURY:

A. UNLESS YOU KNOW WHAT TO DO, DON'T DO ANYTHING.

THIS RULE APPLIES IN ALL CASES IF SERIOUS FALLS, COLLISIONS, CRUSHING INJURIES AND SEVERE BLOWS BY

HEAVY OBJECTS OR VEHICLES, EVEN WHERE THERE IS NOT OUTWARD EVIDENCE OF PHYSICAL INJURY.

B. REMEMBER TO CURB YOUR NATURAL REACTION OF TRYING TO GET AN INJURED PERSON UP ON HIS FEET. MAKE HIM FEEL AS COMFORTABLE AS YOU CAN, WITH THE LEAST POSSIBLE MOVEMENT, AND LEAVE HIM ALONE UNTIL TRAINED HELP ARRIVES. IF HE TRIES TO RISE, PERSUADE HIM TO STAY DOWN.

16. IN CASES OF BLEEDING, YOU CAN HELP BY APPLYING SOME SORT OF RESTRAINT TO THE BLOOD FLOW. BUT HERE AGAIN, LEAVE THE APPLICATION OF TOURNIQUETS TO SOMEONE WHO KNOWS WHAT HE IS DOING. A TOURNIQUET LEFT IN PLACE TOO LONG MAY CAUSE PERMANENT INJURY AND EVEN LEAD TO AMPUTATION OF A LIMB.

17. THE BEST THING TO DO IS TO PRESS A CLEAN HANDKERCHIEF OR OTHER CLOTH TIGHTLY OVER THE BLEEDING AREA. JUST YOUR HAND IS O.K. IF YOU HAVE NOTHING ELSE TO USE. THAT WAY YOU CAN SLOW, AND PERHAPS STOP, THE FLOW OF BLOOD AND ALLOW CLOTTING TO TAKE PLACE, WHICH IS NATURE'S WAY OF STOPPING BLOOD.

EXCAVATIONS

GENERAL REQUIREMENTS:

PLANNING FOR SAFETY:

MANY ON THE JOB ACCIDENTS ARE A DIRECT RESULT OF INADEQUATE INITIAL PLANNING. CORRECTING MISTAKES IN SHORING AND / OR SLOPING AFTER WORK HAS BEGUN SLOWS DOWN THE OPERATION, ADDS TO THE COST, AND INCREASES THE POSSIBILITY OF AN EXCAVATION FAILURE. THE EXCAVATOR SHOULD BUILD SAFETY INTO THE PRE-BID PLANNING IN THE SAME WAY ALL OTHER PRE-BID FACTORS ARE CONSIDERED.

SPECIFIC SITE CONDITIONS SHOULD BE TAKEN INTO ACCOUNT:

*	TRAFFIC	*	SOIL
*	NEARNESS OF STRUCTURES	*	SURFACE / GROUND WATER AND THEIR CONDITIONS
*	WATER TABLE	*	WEATHER
*	SURFACE AND GROUND WATER	*	OVERHEAD/ UNDERGROUND UTILITIES

THESE AND OTHER CONDITIONS CAN BE DETERMINED BY JOB SITE STUDIES, OBSERVATIONS, TEST BORING FOR SOIL TYPE OR CONDITIONS, AND CONSULTATIONS WITH LOCAL OFFICIALS AND UTILITY COMPANIES.

BEFORE ANY EXCAVATION ACTUALLY BEGINS, THE STANDARD REQUIRES THE EXCAVATOR TO DETERMINE THE ESTIMATED LOCATION OF UTILITY INSTALLATIONS (SEWER, TELEPHONE, GAS, ELECTRIC, WATER LINES), OR ANY OTHER UNDERGROUND INSTALLATIONS THAT MAY BE ENCOUNTERED DURING DIGGING. ALSO, BEFORE STARTING THE EXCAVATION, THE EXCAVATOR MUST CONTACT THE UTILITY COMPANIES OR OWNERS INVOLVED AND INFORM THEM, WITHIN ESTABLISHED OR CUSTOMARY LOCAL RESPONSE TIMES, OF THE PROPOSED WORK. THE CONTRACTOR MUST ALSO ASK THE UTILITY COMPANIES OR OWNERS TO FIND THE EXACT LOCATION OF THE UNDERGROUND INSTALLATIONS. IF THEY CANNOT RESPOND WITHIN THE PERIOD REQUIRED BY THE STATE OR LOCAL LAW, OR IF THEY CANNOT FIND THE EXACT LOCATION OF THE UTILITY INSTALLATIONS, THE CONTRACTOR MAY PROCEED WITH CAUTION. TO FIND THE EXACT LOCATION OF UNDERGROUND INSTALLATIONS, WORKERS MUST USE SAFE AND ACCEPTABLE MEANS.

WHEN ALL THE NECESSARY SPECIFIC INFORMATION ABOUT THE JOB SITE IS ASSEMBLED, THE EXCAVATOR IS READY TO DETERMINE THE AMOUNT, KIND, AND COST OF THE SAFETY EQUIPMENT NEEDED. A CAREFUL INVENTORY OF THE SAFETY ITEMS ON HAND SHOULD BE MADE BEFORE DECIDING THAT ADDITIONAL SAFETY MATERIAL MUST BE ACQUIRED. NO MATTER HOW MANY TRENCHING, SHORING AND BACK FILLING JOBS HAVE BEEN DONE IN THE PAST, EACH JOB SHOULD BE APPROACHED WITH THE UTMOST CARE AND PREPARATION.

BEFORE BEGINNING THE JOB:

IT IS IMPORTANT, BEFORE BEGINNING THE JOB, FOR THE EXCAVATOR TO ESTABLISH AND MAINTAIN SAFETY AND HEALTH PROGRAM FOR THE WORK SITE THAT PROVIDES ADEQUATE SYSTEM POLICIES, PROCEDURES, AND PRACTICES TO PROTECT EMPLOYEES FROM, AND ALLOW THEM TO RECOGNIZE, JOB RELATED SAFETY AND HEALTH HAZARDS.

AN EFFECTIVE PROGRAM INCLUDES PROVISIONS FOR THE SYSTEMATIC IDENTIFICATION, EVALUATION AND PREVENTION OR CONTROL OF GENERAL WORKPLACE HAZARDS, SPECIFIC JOB HAZARDS, AND POTENTIAL HAZARDS THAT MAY ARISE FROM FORESEEABLE CONDITIONS. THE PROGRAM MAY BE WRITTEN OR VERBAL BUT IT SHOULD REFLECT THE UNIQUE CHARACTERISTICS OF THE JOB SITE.

TO BE SURE SAFETY POLICIES ARE IMPLEMENTED EFFECTIVELY, THERE MUST BE COOPERATION AMONG SUPERVISORS, AND INDIVIDUAL EMPLOYEES. EACH SUPERVISOR MUST UNDERSTAND THE DEGREE OF RESPONSIBILITY AND AUTHORITY HE / SHE HOLDS IN A PARTICULAR AREA.

IT IS ALSO IMPORTANT, BEFORE BEGINNING WORK, FOR EMPLOYERS TO PROVIDE EMPLOYEES WHO ARE EXPOSED TO PUBLIC VEHICULAR TRAFFIC, WITH WARNING VESTS OR OTHER SUITABLE GARMENTS MARKED WITH OR MADE OF REFLECTIVE OR HIGHLY VISIBILITY MATERIAL AND ENSURE THAT THEY WEAR THEM. WORKERS MUST ALSO BE INSTRUCTED TO REMOVE OR NEUTRALIZE SURFACE ENCUMBRANCES THAT MAY CREATE A HAZARD.

IN ADDITION, NO EMPLOYEE SHOULD OPERATE A PIECE OF EQUIPMENT WITHOUT FIRST BEING PROPERLY TRAINED TO HANDLE IT AND FULLY ALERTED TO ITS POTENTIAL HAZARDS.

IN THE TRAINING AND IN THE SITE SAFETY AND HEALTH PROGRAM, IT ALSO IS IMPORTANT TO INCORPORATE PROCEDURES FOR FAST NOTIFICATION AND INVESTIGATION OF ACCIDENTS.

ON THE JOB EVALUATION:

THE STANDARD REQUIRES THAT A COMPETENT PERSON INSPECT, ON A DAILY BASIS, EXCAVATIONS AND THE ADJACENT AREAS FOR POSSIBLE CAVE-INS, FAILURES OF PROTECTIVE SYSTEMS AND EQUIPMENT, HAZARDOUS ATMOSPHERES, OR OTHER HAZARDOUS CONDITIONS. IF THESE CONDITIONS ARE ENCOUNTERED, EXPOSED EMPLOYEES MUST BE REMOVED FROM THE HAZARDOUS AREA UNTIL THE NECESSARY SAFETY PRECAUTIONS HAVE BEEN TAKEN.

LARGER AND MORE COMPLEX OPERATIONS SHOULD HAVE A FULL TIME SAFETY OFFICIAL WHO MAKES RECOMMENDATIONS TO IMPROVE THE IMPLEMENTATION OF THE SAFETY PLAN. IN A SMALLER OPERATION, THE SAFETY OFFICIAL MAY BE PART-TIME AND USUALLY WILL BE A SUPERVISOR.

SUPERVISORS SHOULD CONDUCT INSPECTIONS, INVESTIGATE ACCIDENTS, AND ANTICIPATE HAZARDS. THEY SHOULD ENSURE THAT EMPLOYEES RECEIVE ON THE JOB SAFETY AND HEALTH TRAINING. THEY SHOULD ALSO REVIEW AND STRENGTHEN OVERALL SAFETY AND HEALTH PRECAUTIONS TO GUARD AGAINST POTENTIAL HAZARDS, AND GET THE NECESSARY WORKER COOPERATION IN SAFETY MATTERS.

EMPLOYEES MUST TAKE AN ACTIVE ROLE IN JOB SAFETY. THE SUPERVISOR SHOULD MAKE CERTAIN THAT WORKERS HAVE BEEN PROPERLY TRAINED IN THE USE AND FIT OF THE PRESCRIBED PROTECTIVE GEAR AND EQUIPMENT, THAT THEY ARE WEARING AND USING THE EQUIPMENT CORRECTLY, AND THAT THEY ARE USING SAFE WORK PRACTICES.

CAVE-INS AND PROTECTIVE SUPPORT SYSTEMS:

SUPPORT SYSTEMS:

EXCAVATION WORKERS ARE EXPOSED TO MANY HAZARDS, BUT THE CHIEF HAZARD IS DANGER OF CAVE-INS. POTENTIAL CAVE-INS MUST BE PROTECTED BY SLOPING, OR BENCHING THE SIDES OF THE EXCAVATION; SUPPORTING THE SIDES OF THE EXCAVATION, OR PLACING A SHIELD BETWEEN THE SIDE OF THE EXCAVATION AND THE WORK AREA.

OTHER HAZARDS:

FALLS AND EQUIPMENT:

IN ADDITION TO CAVE-IN HAZARDS AND SECONDARY HAZARDS RELATED TO CAVE-INS, THERE ARE OTHER HAZARDS FROM WHICH WORKERS MUST BE PROTECTED DURING EXCAVATION RELATED WORK. THESE HAZARDS INCLUDE EXPOSURE TO FALLS, FALLING LOADS, AND MOBILE EQUIPMENT. TO PROTECT EMPLOYEES TAKE THE FOLLOWING PRECAUTIONS:

* KEEP MATERIALS OR EQUIPMENT THAT MIGHT FALL OR ROLL INTO AN EXCAVATION AT LEAST 2 FEET FROM THE EDGE OF EXCAVATIONS, OR HAVE RETAINING DEVICES, OR BOTH.

* PROVIDE WARNING SYSTEMS SUCH AS MOBILE EQUIPMENT, BARRICADES, HAND OR MECHANICAL SIGNALS, OR STOP LOGS TO ALERT OPERATORS OF THE EDGE OF AN EXCAVATION. IF POSSIBLE, KEEP THE GRADE AWAY FROM THE EXCAVATION.

* PROVIDE SCALING TO REMOVE LOOSE ROCK OR SOIL OR INSTALL PROTECTIVE BARRICADES AND OTHER EQUIVALENT PROTECTION TO PROTECT EMPLOYEES AGAINST FALLING ROCK, SOIL, OR MATERIALS.

* PROHIBIT EMPLOYEES FROM WORKING ON FACES OF SLOPED OR BENCHED EXCAVATIONS AT LEVELS ABOVE OTHER EMPLOYEES UNLESS EMPLOYEES AT LOWER LEVELS ARE ADEQUATELY PROTECTED FROM THE HAZARD OF FALLING, ROLLING, OR SLIDING MATERIAL OR EQUIPMENT.

* PROHIBIT EMPLOYEES UNDER LOADS THAT ARE HANDLED BY LIFTING OR DIGGING EQUIPMENT. TO AVOID BEING STRUCK BY ANY SPILLAGE OR FALLING MATERIALS, REQUIRE EMPLOYEES TO STAND AWAY FROM VEHICLES BEING LOADED OR UNLOADED. IF CABS OF VEHICLES PROVIDE ADEQUATE PROTECTION FROM FALLING LOADS DURING LOADING AND UNLOADING OPERATIONS, THE OPERATORS MAY REMAIN IN THEM.

WATER ACCUMULATION:

THE STANDARD PROHIBITS EMPLOYEES FROM WORKING IN EXCAVATIONS WHERE WATER HAS ACCUMULATED OR IS ACCUMULATING UNLESS ADEQUATE PROTECTION HAS BEEN TAKEN. IF WATER REMOVAL EQUIPMENT IS USED TO CONTROL OR PREVENT WATER FROM ACCUMULATING, THE EQUIPMENT AND OPERATIONS OF THE EQUIPMENT MUST BE MONITORED BY A COMPETENT PERSON TO ENSURE PROPER USE.

STANDARDS ALSO REQUIRE THAT DIVERSION DITCHES, DIKES, OR OTHER SUITABLE MEANS BE USED TO PREVENT SURFACE WATER FROM ENTERING AN EXCAVATION AND TO PROVIDE ADEQUATE DRAINAGE OF THE AREA ADJACENT TO THE EXCAVATION. ALSO, A COMPETENT PERSON MUST INSPECT EXCAVATIONS SUBJECT TO RUNOFFS FROM HEAVY RAINS.

HAZARDOUS ATMOSPHERES:

UNDER THIS PROVISION, A COMPETENT PERSON MUST TEST EXCAVATIONS GREATER THAN 4 FEET IN DEPTH AS WELL AS ONES WHERE OXYGEN DEFICIENCY OR A HAZARDOUS ATMOSPHERE EXISTS OR COULD REASONABLY BE EXPECTED TO EXIST, BEFORE AN EMPLOYEE ENTERS THE EXCAVATION. IF HAZARDOUS CONDITIONS EXIST, CONTROLS SUCH AS PROPER RESPIRATORY PROTECTION OR VENTILATION MUST BE PROVIDED. ALSO, CONTROLS USED TO REDUCE ATMOSPHERIC CONTAMINANTS TO ACCEPTABLE LEVELS MUST BE TESTED REGULARLY.

WHERE ADVERSE ATMOSPHERIC CONDITIONS MAY EXIST OR DEVELOP IN AN EXCAVATION, THE EMPLOYER ALSO MUST PROVIDE AND ENSURE THAT EMERGENCY RESCUE EQUIPMENT (BREATHING APPARATUS, A SAFETY HARNESS AND LINE, BASKET STRETCHER, ETC.) IS READILY AVAILABLE. THIS EQUIPMENT MUST BE ATTENDED WHEN USED.

WHEN AN EMPLOYEE ENTERS BELL-BOTTOM PIER HOLES AND SIMILAR DEEP AND CONFINED FOOTING EXCAVATIONS, THE EMPLOYEE MUST WEAR A HARNESS WITH A LIFELINE. THE LIFELINE MUST BE SECURELY ATTACHED TO THE HARNESS AND MUST BE SEPARATE FROM ANY LINE USED TO HANDLE MATERIALS. ALSO, WHILE THE EMPLOYEE WEARING THE LIFELINE IS IN THE EXCAVATION, AN OBSERVER MUST BE PRESENT TO ENSURE THAT THE LIFELINE IS WORKING PROPERLY AND TO MAINTAIN COMMUNICATION WITH THE EMPLOYEE.

ACCESS AND EGRESS:

UNDER THE STANDARD, THE EMPLOYER MUST PROVIDE SAFE ACCESS AND EGRESS TO ALL EXCAVATIONS. WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCH EXCAVATIONS 4 FEET DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS LADDERS, STEPS, RAMPS OR OTHER SAFE MEANS OF EGRESS, MUST BE PROVIDED AND BE WITHIN 25 FEET OF LATERAL TRAVEL. IF STRUCTURAL RAMPS ARE USED AS A MEANS OF ACCESS OR EGRESS, THEY MUST BE DESIGNED BY A COMPETENT PERSON IF USED FOR EMPLOYEE ACCESS OR EGRESS, OR A COMPETENT PERSON QUALIFIED IN STRUCTURAL DESIGN IF USED BY VEHICLES, ALSO, STRUCTURAL MEMBERS USED FOR RAMPS OR RUNWAYS MUST BE UNIFORM IN THICKNESS AND JOINED IN A MANNER TO PREVENT TRIPPING OR DISPLACEMENT.

RELATED ISSUES:

HAZARD COMMUNICATION:

THE HAZARD COMMUNICATION STANDARD REQUIRES EMPLOYERS TO INFORM EMPLOYEES OF THE IDENTITIES, PROPERTIES, CHARACTERISTICS AND HAZARDS OF CHEMICALS THEY USE AND THE PROTECTIVE MEASURES THEY CAN TAKE TO PREVENT ADVERSE EFFECTS. THE STANDARD COVERS BOTH PHYSICAL HAZARDS (FLAMMABILITY) AND HEALTH HAZARDS (LUNG DAMAGE, CANCER). KNOWLEDGE ACQUIRED UNDER THE HAZARD COMMUNICATION STANDARD WILL HELP EMPLOYERS PROVIDE SAFER WORKPLACES FOR THEIR EMPLOYEES, ESTABLISH PROPER WORK PRACTICES, AND HELP PREVENT CHEMICAL RELATED ILLNESSES AND INJURIES.

RECORD KEEPING:

EACH DEPARTMENT MUST PRESERVE AND MAINTAIN ACCURATE MEDICAL AMD EXPOSURE RECORDS FOR EACH EMPLOYEE.

SUMMARY:

TRENCHING AND EXCAVATION WORK PRESENTS SERIOUS RISKS TO ALL WORKERS INVOLVED. THE GREATEST RISK, AND ONE OF PRIMARY CONCERN, IS THAT OF A CAVE-IN. FURTHERMORE, WHEN CAVE-IN ACCIDENTS OCCUR, THEY ARE MUCH MORE LIKELY TO RESULT IN WORKER FATALITIES THAN OTHER EXCAVATION RELATED ACCIDENTS. STRICT COMPLIANCE, HOWEVER, WITH ALL SECTIONS OF THE STANDARD WILL PREVENT OR GREATLY REDUCE THE RISK OF CAVE-INS AS WELL AS OTHER EXCAVATION RELATED ACCIDENTS.

FIRE PROTECTION AND PREVENTION

FIRE IS AN EVER PRESENT HAZARD IN MUNICIPAL OPERATIONS. THERE ARE MANY SHOPS AND JOB SITES WHERE FIRE HAZARDS EXIST. FIRE CAN BE PREVENTED BY ORDERLY PLANNING, SENSIBLE ARRANGEMENT OF FIRE PRODUCING ACTIVITIES IN RELATION TO THE COMBUSTIBLE MATERIALS, GOOD HOUSE KEEPING AND THE OBSERVANCE OF PRACTICAL CONTROLS OF SMOKING HABITS WHERE FLAMMABLE ARE PRESENT.

FOR A FIRE, TO OCCUR, MUST HAVE THREE ELEMENTS:

* FUEL: A SUBSTANCE THAT WILL BURN
* SOURCE OF IGNITION: HEAT OR CHEMICAL REACTION
* OXYGEN: TO SUSTAIN THE FIRE OR KEEP IT BURNING REMOVE ANY ONE OF THESE THREE, AND THE FIRE WILL NOT OCCUR.

1. IT IS ESSENTIAL THAT ALL SHOPS AND DEPARTMENTS HAVE AN EMERGENCY PLAN TO COMBAT FIRE. THE PLAN SHOULD INCLUDE:

   A. IMMEDIATELY REPORT THE FIRE TO THE PUBLIC FIRE DEPARTMENT.

   B. EVACUATION ASSISTANCE OF THOSE WHO MAY NEED HELP EXISTING THE BUILDING.

   C. A DECISION TO FIGHT THE FIRE

2. IT IS FAR BETTER, OF COURSE, TO PREVENT FIRES FROM OCCURRING AT ALL. WHEN IT IS NECESSARY TO USE ANY POTENTIAL FUEL (MATERIAL OR SUBSTANCE) THAT IS MORE THAN ORDINARILY COMBUSTIBLE, SUITABLE PRECAUTIONS SHOULD BE TAKEN TO PREVENT EXPOSURE TO HEAT OR

FLAME. PROPER STORAGE AND DISPOSAL OF FLAMMABLE LIQUIDS OR COMBUSTIBLE MATERIALS WILL PREVENT BUILDUP OF INTERNAL, HEAT AND SPONTANEOUS COMBUSTION. SEPARATION OF HIGHLY VOLATILE, HAZARDOUS SUBSTANCES, SUCH AS GASOLINE, FROM AREAS OCCUPIED BY PEOPLE OR EQUIPMENT IS HIGHLY DESIRABLE.

3. IT IS NECESSARY THAT SMOKING, THE INTRODUCTION OF OPEN FLAME OR USE OF ELECTRICAL EQUIPMENT THAT MAY ARC BE PROHIBITED IN AREAS WHERE VOLATILE / EXPLOSIVE SUBSTANCES ARE STORED OR USED.

4. FIRE EXTINGUISHERS SHOULD BE CONSPICUOUSLY LOCATED WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE. THEY SHOULD BE INSTALLED ON HANGERS OR IN WALL MOUNTED CABINETS. THE WALL OR COLUMN SHOULD BE MARKED TO IDENTIFY THE LOCATION OF THE FIRE EXTINGUISHER.

5. IF FIRE EXTINGUISHERS INTENDED FOR DIFFERENT CLASSES OF FIRE ARE GROUPED, THEIR INTENDED USE SHOULD BE MARKED CONSPICUOUSLY TO INSURE CHOICE OF PROPER EXTINGUISHER AT THE TIME OF FIRE. THE USE OF MULTI PURPOSE DRY CHEMICAL EXTINGUISHERS IS SUGGESTED FOR USE WHERE MORE THAN ONE CLASS OF FIRE HAZARD EXISTS IN THE SAME AREA.

6. DEPARTMENTS SHOULD BE RESPONSIBLE TO INSURE THAT ALL FIRE EXTINGUISHERS ARE IN PROPER WORKING ORDER AT ALL TIMES AND THAT THEY ARE INSPECTED PERIODICALLY AND SERVICED ON AN ANNUAL BASIS.

7. ONLY APPROVED NON-FLAMMABLE, NON-COMBUSTIBLE SOLVENTS SHOULD BE USED WHEN CLEANING MACHINERY AND EQUIPMENT DURING MAINTENANCE AND REPAIR TASKS. USE OF GASOLINE TO CLEAN MACHINERY AND EQUIPMENT IS STRICTLY PROHIBITED.

8. CLEANING SOLVENTS USED IN SHOPS SHOULD BE KEPT IN APPROVED METAL SAFETY CONTAINERS.

9. GASOLINE UTILIZED IN SMALL QUANTITIES IN SHOPS FOR FUELING ENGINES BEING REPAIRED, TESTED, ADJUSTED, ETC., SHOULD BE HANDLED AND DISPENSED ONLY IN UL APPROVED SAFETY CANS DESIGNS FOR THIS USE.

10. OILY RAGS AND OTHER FLAMMABLE WASTE MATERIALS SHOULD BE KEPT IN COVERED, METAL CONTAINERS. SUCH DEBRIS SHOULD BE REMOVED FROM BUILDINGS AS SOON AS POSSIBLE AND IN NO CASE SHOULD THEY BE LEFT UNATTENDED IN A BUILDING OVERNIGHT.

11. "NO SMOKING" REGULATIONS SHOULD BE STRICTLY ENFORCED IN ALL AREAS WHERE HAZARDOUS SUBSTANCES ARE STORED OR USED.

12. SUPERVISORS SHOULD TAKE IMMEDIATE CORRECTIVE ACTION TO ELIMINATE ANY UNSAFE ACTS OR UNSAFE CONDITIONS WHICH COULD RESULT IN A FIRE.

13. THE MUNICIPAL FIRE DEPARTMENT IS A SOURCE OF INFORMATION AND ASSISTANCE TO DEPARTMENT SUPERVISORS AND SAFETY OFFICERS. WHEN YOU ENCOUNTER A FIRE PROTECTION PROBLEM, USE THE RESOURCES AVAILABLE TO YOU TO SOLVE THESE PROBLEMS.

14. EVERY PRECAUTION MUST BE TAKEN TO PREVENT FIRES. EMPLOYEES MUST BE KEPT INFORMED OF RULES AND INSTRUCTION ISSUED IN THE INTEREST OF GOOD FIRE PROTECTION. THEY MUST BRING TO THE ATTENTION OF THEIR SUPERVISOR ANY CONDITION WHICH APPEARS HAZARDOUS.

15. GOOD FIRE PREVENTION IS ACCOMPLISHED LARGELY BY PROPER HOUSEKEEPING PROCEDURES. SUCH PROCEDURES AS THE ELIMINATION OF ALL RUBBISH, TRASH, OILY RAGS, ETC., FROM THE PROPERTIES SHALL BE CONSIDERED EVERY EMPLOYEE'S GOAL.

16. FIRES ARE CLASSIFIED INTO FOUR CATEGORIES AS FOLLOWS:

CLASS A: ORDINARY COMBUSTIBLES, SUCH AS WOOD, PAPER, TEXTILES, ETC.

CLASS B: FLAMMABLE AND COMBUSTIBLE LIQUIDS, SUCH AS DIESEL FUEL, GASOLINE, ALCOHOL, GREASE, ETC.

CLASS C: ELECTRICAL, SUCH AS ELECTRICAL EQUIPMENT, FUSE PANELS, TRANSFORMERS, WIRING, ETC.

CLASS D: COMBUSTIBLE METALS SUCH AS MAGNESIUM, TITANIUM, SODIUM, AND POTASSIUM.

17. IF FIRE IS DISCOVERED, EMPLOYEES MUST ACT QUICKLY, REMAIN CALM, CALL THE FIRE DEPARTMENT, AND MAKE EVERY EFFORT TO AVOID BEING BURNED.

18. BEFORE USING ANY PORTABLE EXTINGUISHER, BE SURE THAT IT IS THE PROPER TYPE FOR THE FIRE. FIRE EXTINGUISHERS SHOULD BE LABELED INDICATING THE CLASS OR CLASSES OF FIRES FOR WHICH THEY ARE ACCEPTED.

19. PORTABLE FIRE EXTINGUISHERS SHOULD BE USED AND MAINTAINED AS FOLLOWS:

* PRESSURIZED WATER / CLASS "A" FIRE ONLY.
* FOAM / CLASS "A" AND "B" FIRES.
* CARBON DIOXIDE / CLASS "B" AND "C" FIRES
* DRY CHEMICAL / CLASS "B" AN D "C" FIRES (DEPENDING UPON THE POWDER AGENT, CLASS "A" FIRES MAY ALSO BE EXTINGUISHED.
* ALL FIRE EXTINGUISHERS MUST BE SERVICED AFTER EACH USE AND AT LEAST ONCE ANNUALLY!

20. PORTABLE FIRE EXTINGUISHERS MUST BE PLACED IN ACCORDANCE WITH THE TYPE OF HAZARD TO BE PROTECTED. FIRE EXTINGUISHERS IN OR ON BUILDINGS SHOULD BE MOUNTED OFF THE FLOOR EITHER ON HOOKS OR IN CABINETS, WITH THE TOP OF THE FIRE EXTINGUISHER NOT EXCEEDING FIVE (5) FEET ABOVE THE FLOOR.

21. AFTER A PORTABLE FIRE EXTINGUISHER HAS BEEN COMPLETELY OR PARTIALLY DISCHARGED, IT MUST IMMEDIATELY BE REMOVED FROM SERVICE AND RECHARGED. FIRE EXTINGUISHERS PARTIALLY DISCHARGED SHALL NOT BE RETURNED TO SERVICE.

22. UNOBSTRUCTED PASSAGEWAYS MUST BE MAINTAINED AT ALL TIMES TO REEL HOUSES, FIRE HYDRANTS, FIRE EXTINGUISHERS, FIRE ALARM BOXES AND OTHER FIRE PROTECTION DEVICES.

23. FIRE FIGHTING EQUIPMENT MUST BE MAINTAINED IN PERFECT ORDER AND BE READY FOR INSTANT USE AT ALL TIMES. ITS OPERATION MUST BE THROUGHLY UNDERSTOOD BY ALL EMPLOYEES AND IT MUST NOT BE USED EXCEPT FOR FIRES, FIRE DRILLS, AND TESTS.

24. SMOKING OR THE USE OF OPEN FLAME DEVICES IS PROHIBITED IN THE FOLLOWING AREAS:

A. COMPUTER ROOMS
B. WAREHOUSES
C. RECORD STORAGE ROOMS
D. FUELING AREAS
E. STORAGE AREAS FOR:

1. FLAMMABLE AND COMBUSTIBLE LIQUIDS
2. FLAMMABLE GAS
3. BATTERY ROOMS

IN ADDITION, SMOKING MAY BE PROHIBITED IN OTHER AREAS AS DEEMED NECESSARY BY PROPER AUTHORITY.

25. GASOLINE, KEROSENE, OR OTHER HIGHLY FLAMMABLE LIQUIDS MAY NOT BE USED TO START OR INTENSIFY FIRE, OR FOR CLEANING HANDS, CLOTHING, ELECTRICAL EQUIPMENT, MACHINERY, ETC..

26 FUEL LINES MUST BE KEPT IN GOOD CONDITION AND PROTECTED FROM DAMAGE BY FALLING OBJECTS, MOVING EQUIPMENT, ETC.

27. DRY SOD, DEAD GRASS, WEEDS, LEAVES AND ALL OTHER COMBUSTIBLE MATERIALS MUST BE REMOVED AND KEPT AWAY FROM BUILDINGS, LUMBER STORAGE, DIESEL FUELING STATIONS,

28. OIL STORAGE TANKS, AND OTHER STRUCTURES THAT ARE SUBJECT TO FIRE DAMAGE.

29. DURING WELDING AND CUTTING OPERATIONS, ONE OR MORE FIRE EXTINGUISHERS MUST BE KEPTIN READINESS BY SOMEONE WHO IS AT THE SITE OF THE WELDING / CUTTING OPERATION AS A FIRE WATCH. ALL COMBUSTIBLE MATERIAL MUST BE REMOVED FROM THE AREA BEFORE THE TORCH IS LIT.

GAS UTILITY

1. ANY EMPLOYEE ENTERING A CUSTOMER'S PREMISES SHALL ALWAYS ANNOUNCE HIS PRESENCE AND EXPLAIN THE REASON FOR REQUIRED ENTRY. THE CUSTOMER'S PERMISSION TO ENTER MUST BE SECURED AND ANY INSTRUCTIONS AS TO PRECAUTIONS TO BE TAKEN IN ENTERING, WHILE WORKING, AND IN LEAVING THESE PREMISES MUST BE RESPECTED.

2. EMPLOYEES OWE CUSTOMERS SPECIAL COURTESIES WHILE ON THEIR PROPERTY. EMPLOYEES WILL NOT SMOKE WHILE INSIDE A CUSTOMER'S PREMISES. UNNECESSARY NOISE WILL NOT BE MADE, AND CARE SHALL BE TAKEN TO AVOID DAMAGE TO SAID PROPERTY. IF CHILDREN OR PETS ARE PRESENT, ARRANGEMENTS WILL BE MADE TO KEEP THEM OUT OF DANGER AREAS, AND FROM INTERFERING WITH THE WORK.

3. WHENEVER TAPPING, USING PRESSURE CONTROL EQUIPMENT, EXPOSING LEAKS OR BROKEN LINES, OR ANY OTHER WORK APT TO INVOLVE THE ESCAPE OF NATURAL GAS, NO OPEN FLAMES, LANTERNS, OR OTHER POSSIBLE SOURCES OF IGNITION ARE ALLOWED NEAR THE JOB SITE.

4. POSITIVELY NO SMOKING WILL BE PERMITTED NEAR AN AREA OF ESCAPING GAS.

5. WHENEVER IT IS NECESSARY TO INTERRUPT SERVICE TO A CUSTOMER OR CUSTOMER'S, PRIOR NOTICE WILL BE GIVEN AND CUSTOMER'S METER VALVES WILL BE TURNED OFF PRIOR TO INTERRUPTION OF SERVICE.

6. IF A MAIN SUPPLING SERVICE TO A GROUP OF CUSTOMERS IS ACCIDENTALLY BROKEN OR PRESSURE IS REDUCED TO A POINT WHERE PILOT LIGHTS ARE EXTINGUISHED, THE SERVICE DEPARTMENT WILL BE NOTIFIED IMMEDIATELY AND CUSTOMER METER VALVES WILL BE SHUT OFF ON ALL AFFECTED CUSTOMER'S SERVICE.

7. IF A CUSTOMER THAT IS AFFECTED BY AN OUTAGE IS NOT HOME WHEN SERVICE IS RESTORED, THE METER VALVE WILL BE LEFT OFF AND A NOTICE INFORMING THE CUSTOMER OF THIS ACTION WILL BE LEFT ON ALL OUTSIDE DOORS TO THE PREMISES.

8. AFTER CONNECTION TO LIVE LINES AND BEFORE NEW LINES ARE PUT INTO SERVICE, THE NEW LINE WILL BE COMPLETELY PURGED OF ALL AIR. IT SHALL BE PURGED AT A VELOCITY TO ELIMINATE COMBUSTIBLE MIXTURE CLOSE TO WORK.

9. GAS MAINS OR SERVICES WILL NOT BE PURGED INSIDE A BUILDING OR OTHER ENCLOSURE.

10. EXTREME CARE WILL BE TAKEN WHEN PURGING A GAS METER SO AS NOT TO ALLOW ESCAPING GAS TO ENTER OPEN MANHOLES, AIR CONDITIONING INTAKES OR ANY OTHER OPENINGS LEADING INTO BUILDINGS OR ENCLOSURES.

11. WHEN CLEANING MAIN AND SERVICES BY BLOWING WITH NATURAL GAS, SUCH BLOWING WILL ONLY BE DONE WITH ADEQUATE PROTECTION TO THE PUBLIC.

12. WHEN CLEANING MAINS AND SERVICES BY BLOWING WITH AIR, CARE MUST BE TAKEN TO POINT THE END OF THE PIPE IN A CLEAR DIRECTION. CARE WILL BE TAKEN TO KEEP PERSONS WELL
CLEAR OF THE OPERATION.

13. PRECAUTIONS WILL BE TAKEN TO PROTECT THE PUBLIC FROM INJURY FROM ARC WELDING, FLYING CHIPS AND SPARKS, FALLING OBJECTS, OR FROM TRIPPING OVER OR STRIKING PILED MATERIAL OR EQUIPMENT.

14. ALL WORK AREAS FREQUENTED BY THE PUBLIC MUST BE BARRICADED, ROPED OFF, OR OTHERWISE SAFE GUARDED AGAINST ANY ENTRY BY THE PUBLIC.

15. WHEN CHECKING FOR GAS LEAKS ON EXPOSED FITTINGS OR CONNECTIONS, MATCHES AND OPEN FLAMES WILL NOT BE USED. SOAPSUDS OR OTHER BUBBLE FORMING SOLUTIONS WILL BE USED.

16. ANY EMPLOYEE FINDING LEAKING GAS WHICH ENDANGERS LIFE OR PROPERTY WILL IMMEDIATELY NOTIFY HIS / HER SUPERVISOR OR THE DISPATCHER ON DUTY AND WILL TAKE THE NECESSARY STEPS TO PROTECT AGAINST THE HAZARD AND WILL NOT LEAVE THE SCENE UNTIL THE SITUATION IS CORRECTED OR HE / SHE IS PROPERLY RELIEVED.

17. FOUNDATIONS OF STRUCTURES AND RISERS SHALL BE PROVED AND TESTED BEFORE LEAVING THE WORK AREA.

18. ANYONE IN THE IMMEDIATE AREA WILL BE WARNED TO AVOID LIGHTENING FLAMES OR OTHER IGNITION SOURCES WHILE WORK IS IN PROGRESS AND MAY BE REQUIRED TO VACATE PREMISES.

GAS UTILITY
LEAKAGE CLASSIFICATION & ELIMINATION

NOTE: A GRADE "1" LEAK IS A LEAK OF GAS THAT REPRESENTS AN EXISTING OR PROBABLY HAZARD TO PERSONS OR BUILDINGS AND REQUIRES PROMPT ACTION TO PROTECT LIFE AND PROPERTY AND CONTINUOUS ACTION UNTIL SUCH CONDITIONS ARE NO LONGER HAZARDOUS.

1. CRITERIA FOR GRADE "1" LEAKS:

   A. ANY POSITIVE INDICATION OF GAS IN OR UNDER A BUILDING OR WHICH HAS MIGRATED TO THE OUTSIDE WALL OF A BUILDING.

   B. ANY POSITIVE INDICATION OF GAS IN A CONFINED SPACE.

   C. ANY POSITIVE INDICATION OF GAS UNDER A WALL TO WALL PAVED AREA WITHIN A BUILDING.

   D. ESCAPING GAS THAT HAS IGNITED OR WHICH CAN BE SEEN, HEARD OR FELT AT THE GROUND SURFACE AND WHICH IS IN A LOCATION THAT MAY ENDANGER THE GENERAL PUBLIC OR PROPERTY.

   E. ANY POSITIVE INDICATION OF GAS IN SMALL SUBSTRUCTURES NOT ASSOCIATED WITH GAS FACILITIES WHERE GAS COULD MIGRATE TO THE OUTSIDE WALL OF THE BUILDING.

   F. ANY LEAK WHICH, IN THE JUDGEMENT OF THE GAS DIVISION PERSONNEL AT THE SCENE, IS REGARDED AS AN IMMEDIATE HAZARD.

2. PROMPT ACTION ADDRESSING A GRADE "1" LEAK CONSISTS OF ONE OR MORE OF THE FOLLOWING:

   A. IMPLEMENTATION OF COMPANY EMERGENCY PLAN

   B. EVACUATE PREMISES

   C. BLOCKING OFF AREA

   D. REROUTING TRAFFIC

   E. ELIMINATING TRAFFIC

   F. VENTING THE AREA

   G. STOPPING THE FLOW OF GAS BY CLOSING VALVES OR OTHER MEANS

NOTE: A GRADE "2" LEAK IS RECOGNIZED AS BEING NON-HAZARDOUS AT THE TIME OF DETECTION, BUT JUSTIFIES SCHEDULED REPAIR BASED ON POTENTIAL FUTURE HAZARD. THESE LEAKS WILL BE MONITORED

PERIODICALLY AND SCHEDULED FOR REPAIR WITHIN A DEFINITE TIME PERIOD.

3. A. AMOUNT AND MIGRATION OF GAS

B. PROXIMITY OF GAS TO BUILDING AND SUBSURFACE STRUCTURES

C. EXTENT OF PAVEMENT

D. SOIL TYPE AND CONDITIONS, SUCH AS FROST CAP, MOISTURE AND NATURAL VENTING

E. ANY POSITIVE INDICATION OF 1% GAS OR GREATER UNDER A SIDEWALK OR IN A WALL-TO-WALL PAVED AREA THAT DOES NOT QUALIFY AS A GRADE "1" LEAK

F. ANY POSITIVE INDICATION LESS THAN 4% GAS IN A SMALL SUBSTRUCTURES NOT ASSOCIATED WITH GAS FACILITIES WHERE GAS COULD MIGRATE TO THE OUTSIDE WALL OF A BUILDING.

G. ANY POSITIVE INDICATION LESS THAN 4% GAS IN A CONFINED AREA.

H. LEAKS REQUIRING ACTION AHEAD OF GROUND FREEZING OR OTHER ADVERSE VENTING CONDITIONS.

1. ANY LEAK, WHICH UNDER FROZEN OF OTHER ADVERSE SOIL CONDITIONS, COULD MIGRATE TO THE OUTSIDE OF A BUILDING.

2. POSITIVE INDICATIONS OF LEAKAGE IN CULTIVATED VEGETATION.

NOTE: A GRADE "3" LEAK IS ONE THAT IS NOT IMMEDIATELY HAZARDOUS. A LEAK THAT IS NON HAZARDOUS AT THE TIME OF DETECTION AND CAN REASONABLY BE EXPECTED TO REMAIN NON HAZARDOUS. THESE LEAKS WILL BE RE-EVALUATED AT PERIODIC INTERVALS, AS APPROPRIATE, UNTIL THE LEAK IS REGARDED OR NO LONGER RESULTS IN A POSITIVE INDICATION.

4. CRITERIA FOR GRADE "3" LEAKS:

A. ANY POSITIVE INDICATION OF LESS THAN 4% GAS IN SMALL GAS ASSOCIATED SUBSTRUCTURES SUCH AS SMALL METER BOXES OR GAS VALVE BOXES.

B. ANY POSITIVE INDICATIONS OF LEAKAGE UNDER A STREET IN AREAS WITHOUT WALL-TO- WALL PAVING WHERE IT IS UNLIKELY THE GAS COULD MIGRATE TO THE OUTSIDE WALL OF A BUILDING.

C. ANY POSITIVE INDICATION OF LESS THAN 2% GAS IN A CONFINED SPACE.

GASOLINE SAFETY

GASOLINE HAS AN IMPORTANT PURPOSE; TO PROVIDE FUEL FOR THE POWER OF VEHICLES, EQUIPMENT, MACHINERY, ETC. BUT SOME PEOPLE FORGET THAT GASOLINE IS EXPLOSIVE OUTSIDE AN ENGINE AS WELL AS INSIDE. TO PREVENT TRAGIC ACCIDENTS, FAMILIARIZE YOURSELF WITH THE FOLLOWING SAFETY RULES FOR HANDLING GASOLINE.

1. DON'T USE GASOLINE FOR CLEANING:

NEVER USE GASOLINE FOR CLEANING FLOORS, CLOTHES OR HANDS. GASOLINE VAPORS TOO EASILY IGNITE AND THE RISK IS GREAT THAT THE OBJECT BEING CLEANED OR THE PERSON DOING THE CLEANING WILL BE SET ABLAZE.

2. STORE GASOLINE IN PROPER CONTAINERS:

ALWAYS STORE GASOLINE IN A APPROVED CLOSED CONTAINER. NEVER USE AN OPEN CONTAINER. NEVER STORE GASOLINE IN GLASS OR IN ANY OTHER BREAKABLE CONTAINER. DON'T ASSUME THAT EVERY METAL CONTAINER PAINTED RED AND BEARING THE WORD "GASOLINE" IS A SAFE CONTAINER * * * CHECK IT OUT.

3. CLEAN UP SPILLS IMMEDIATELY:

BE SURE THAT GASOLINE SPILLS ARE CLEANED UP IMMEDIATELY, BEFORE VAPORS HAVE A CHANCE TO ACCUMULATE. KEEP ELECTRICAL SWITCHES TURNED OFF UNTIL THE VAPORS HAVE DISPERSED. IF GASOLINE IS SPILLED ON SOMEONE, REMOVE THE PERSONS SATURATED CLOTHING IMMEDIATELY AND KEEP THE PERSON AND CLOTHING AWAY FROM SOURCES OF IGNITION. WASH THE AFFECTED SKIN WITH SOAP AND WATER TO PREVENT A SKIN RASH OR IRRITATION FROM DEVELOPING. IF THE EYES ARE INVOLVED, FLUSH THEM WITH WATER AND TAKE THE PERSON TO THE DOCTOR. GASOLINE SOAKED RAGS AND CLOTHING MUST BE PLACED IN UL APPROVED SAFETY CANS.

4. AVOID INHALING GASOLINE VAPORS - MAKE SURE AREA OF WORK IS WELL VENTILATED:

GASOLINE TANKS OR AUTOMOBILE PARTS THAT ARE LIKELY TO CONTAIN GASOLINE SHOULD BE DRAINED OR DISMANTLED OUTSIDE OR IN A WELL VENTILATED AREA FREE FROM SOURCES OF IGNITION.

5. DON'T SMOKE:

NEVER SMOKE IN FUELING AREAS, FUEL SYSTEM SERVICING AREAS, ETC.

6. TURN ENGINE OFF:

NEVER DISPENSE GASOLINE IN A FUEL TANK WHILE THE ENGINE IS RUNNING.

7. DON'T TRANSPORT IN TRUNK:

GASOLINE SHOULD NEVER BE CARRIED IN THE TRUNK OF A CAR. IF STRUCK FROM BEHIND, A CAR CARRYING GASOLINE IN THE TRUNK CAN EASILY EXPLODE.

8. DON'T SIPHON BY MOUTH:

GASOLINE SHOULD NEVER BE SIPHONED BY MOUTH; SWALLOWING GASOLINE CAN BE FATAL.

9. POURING GASOLINE FROM ONE CONTAINER TO ANOTHER CAN GENERATE A CHARGE OF STATIC ELECTRICITY. BOND ONE CAN TO ANOTHER BY USING AN INSULATED WIRE.

10. BUILD A DIKE AT LEAST 12" HIGH AROUND GASOLINE STORAGE DRUMS TO CONTROL SPILLAGE, LEAKAGE THAT MIGHT OCCUR.

FUEL FACILITIES

1. ABOVE GROUND STORAGE TANKS NEED TO BE ON CONCRETE BASES AND A CONCRETE OR SIMILAR DIKE AROUND THE TANKS AND HIGH ENOUGH TO RETAIN THE CONTENTS OF THE TANKS IN THE EVENT OF LEAKS OR RUPTURES.

2. FUEL PUMPS ARE NOT TO HAVE AUTOMATIC DISPENSING CLIPS.

3. RESIDUE, SUCH AS DIESEL FUEL, NEEDS TO BE CONTINUALLY REMOVED FROM THE EXTERIOR AREA OF THE PUMP TO REDUCE THE FIRE HAZARD.

4. THE HOSES ARE TO BE FREE OF CRACKS, BREAKS, ETC., AND ON HANGERS OR OTHERWISE LAID / SET AWAY FROM TRAFFIC.

5. PUMPS ARE TO BE ON ISLANDS SIX (6) OR MORE INCHES HIGH. STEEL CONCRETE FILLED POSTS ARE TO PROTECT THE PUMPS FROM CONTACT WITH VEHICLES.

6. PUMPS ARE TO BE KEPT IN GOOD CONDITION.

GRASS CUTTING / LAWN MOWERS

1. WEAR SAFETY GOGGLES (GLASSES USUALLY HAVE OPEN SPACES AROUND THEM).

2. WHEN OPERATING MOWING EQUIPMENT, AVOID ROCKS, STICKS, AND OTHER OBJECTS THAT CAN BE DANGEROUSLY THROWN BY THE MOWER.

3. MAKE ADJUSTMENTS TO MOWING EQUIPMENT BEFORE STARTING THE MOTOR.

4. KEEP FEET OFF MOWING EQUIPMENT AND HANDS AND FEET CLEAR OF THE BLADE WHEN THE MOTOR IS IN OPERATION.

5. WEAR STEEL CAPPED SAFETY SHOES. SHOES NEED TO BE STURDY AND HAVE NON SLIP SOLES.

6. AVOID MOWING WET GRASS BECAUSE YOU CAN SLIP / FALL. ALSO, WET GRASS WILL CLOG THE MOWER'S CHUTE.

7. IF THE CHUTE BECOMES CLOGGED, SHUT THE MOWERS MOTOR OFF AND CLEAR THE CHUTE WITH AN OBJECT OTHER THAN YOUR HANDS SO THAT YOU ARE NOT CUT. WEAR LEATHERWORK GLOVES.

8. DON'T PULL THE MOWER BACKWARD BECAUSE IT CAN BE PULLED OVER YOUR FEET.

9. PUSH MOWER * * * DON'T MOW UP AND DOWN A HILL. MOW ACROSS THE FACE OF A HILL TO AVOID SLIP / FALL.

   RIDING MOWER * * * MOW UP AND DOWN HILL BECAUSE ACROSS THE FACE OF THE HILL CAN CONTRIBUTE TO OVER TURN OF THE MOWER.

10. MAKE SURE MOWING EQUIPMENT IS IN PROPER CONDITION BEFORE USE. MAKE SURE MOWING EQUIPMENT DOES NOT SLING ROCKS OR OTHER OBJECTS THAT WILL STRIKE PEOPLE AND PROPERTY. THIS MEANS THAT THE SAFETY SHIELDS / CHAINS NEED TO BE IN PLACE AND NOT WORN TOO SHORT.

11. READ MOWER'S INSTRUCTIONS BEFORE OPERATING THE EQUIPMENT AND COMPLY WITH THE INSTRUCTIONS.

12. GASOLINE MUST BE STORED IN AN APPROVED CONTAINER, AND AWAY FROM ANY IGNITION SOURCE.

13. TO KEEP MOWING EQUIPMENT IN SAFE CONDITION, MAINTAIN THE EQUIPMENT ACCORDING TO A MAINTENANCE SCHEDULE.

14. ALL MOWERS, WEED EATERS, BUSH HOGS MUST BE EQUIPPED WITH ADEQUATE GUARDS, WHICH SHALL REMAIN IN PLACE WHILE THE MOWING EQUIPMENT IS IN USE.

15. DO NOT REMOVE SAFETY EQUIPMENT OR SAFETY LABELS.

16. IF THE EQUIPMENT IS NOISY, WEAR EARPLUGS.

17. BEFORE MAKING ADJUSTMENTS, INSPECTIONS, OR REPAIRS THE EMPLOYEE NEEDS TO BE SURE THE MOWING EQUIPMENT IS SHUT OFF AND ALL PARTS HAVE COME TO COMPLETE STOP. THE IGNITION SOURCE NEEDS TO BE DISCONNECTED BEFORE MAKING REPAIRS OR ADJUSTMENTS.

18. ALL EMPLOYEES INVOLVED WITH MOWING OPERATIONS MUST BE INSTRUCTED TO DIRECT THE DISCHARGE SIDE OF MOWING EQUIPMENT AWAY FROM ROADWAYS, HOMES, PARKED CARS, AREAS OF PEDESTRIAN TRAVEL AND SO FORTH.

19. IF EQUIPMENT IS DEFECTIVE, REPORT TO PROPER AUTHORITY.

POWER SAWS

SAFETY AND EFFICIENCY GO HAND IN HAND * * * A POWER SAW IN GOOD CONDITION IS NOT ONLY SAFER BUT DOES MORE WORK.

1. OPERATION:

   A. MAKE SURE SAWS ARE USED ONLY BY PERSONS QUALIFIED TO OPERATE THEM.

   B. REQUIRE MEN TO WEAR SUITABLE EYE PROTECTION WHEN USING POWER SAWS.

   C. USE THE RIGHT SAW FOR THE JOB.

2. WHEN USING A PORTABLE ELECTRIC SAW:

   A. BE SURE IT IS EQUIPPED WITH SHOE AND GUARD.

   B. MAKE SURE CORD IS IN GOOD CONDITION WITH A THREE-PRONG PLUG.

   C. CONNECT SAW TO A THREE CONDUCTOR CIRCUIT SO THAT METAL PARTS ARE GROUNDED.

3. WHEN USING A TABLE SAW:

   A. MAKE SURE SAW AND MOTOR FRAME ARE PROPERLY GROUNDED.

   B. KEEP YOUR BODY OUT OF LINE WITH THE BOARD BEING SAWED.

   C. USE A PUSHER STICK.

   D. USE A BRUSH TO REMOVE SCRAPE FROM THE TABLE. DON'T USE HANDS.

   E. SHUT OFF POWER WHILE ADJUSTING SAW HOOD OR GAUGE.

   F. LOCK POWER CONTROLS IN THE "OFF" POSITION (AND, WHERE POSSIBLE UNPLUG THE ELECTRIC CORD) BEFORE CHANGING SAW BLADES.

   G. MAKE SURE THERE IS NO PLAY IN THE ARBOR.

   H. GET HELP WHEN SAWING LONG MATERIAL.

   I. KEEP THE AREA AROUND THE SAW FREE FROM LOOSE MATERIAL THAT CAN CAUSE TRIPPING.

CIRCULAR SAWS

1. CIRCULAR SAWS SHALL BE EQUIPPED WITH GUARDS THAT AUTOMATICALLY AND COMPLETELY ENCLOSE THE CUTTING EDGES AND SHALL BE PROVIDED KICKBACK DEVICES.

2. CRACKED, BENT OR DAMAGED BLADES SHOULD BE REPLACED IMMEDIATELY.

3. POWER SAWS SHALL NOT BE LEFT RUNNING UNATTENDED.

4. RADIAL ARM POWER SAWS SHALL BE EQUIPPED WITH AUTOMATIC BRAKES.

5. THE TABLE OF RADIAL ARM OR WING SAWS SHALL EXTEND BEYOND THE LEADING EDGE OF THE SAW BLADE.

6. ALL SWING CUTOFF AND RADIAL SAWS OR SIMILAR MACHINES WHICH ARE DRAWN ACROSS A TABLE SHALL BE EQUIPPED WITH LIMIT STOPS TO PREVENT THE LEADING EDGE OF THE TOOL FROM BEING THROWN BACK TOWARD THE OPERATOR.

7. EACH HAND FED CROSSCUT TABLE SAW AND EACH HAND FED CIRCULAR RIPSAW SHALL BE FURNISHED WITH A SPREADER TO PREVENT THE MATERIAL FROM SQUEEZING THE SAW OR BRING THROWN BACK TOWARD THE OPERATOR.

8. ALL PORTABLE, POWER DRIVEN CIRCULAR SAWS SHALL BE EQUIPPED WITH GUARDSABOVE AND BELOW THE BASE PLATE OR SHOE. THE UPPER GUARD SHALL COVER THE SAW TO THE DEPTH OF THE TEETH, EXCEPT FOR THE MINIMUM ARC REQUIRED TO PERMIT THE BASE TO BE TILTED FOR BEVEL CUTS. THE LOWER GUARD SHALL COVER THE SAW TO THE DEPTH OF THE TEETH, EXCEPT FOR THE MINIMUM ARC REQUIRED TO ALLOW PROPER RETRACTION AND CONTACT WITH THE WORK. WHEN THE TOOL IS WITHDRAWN FROM THE WORK, THE LOWER GUARD SHALL AUTOMATICALLY AND INSTANTLY RETURN TO THE COVERING POSITION.

CHAIN SAWS

1. KICKBACK * * CHAIN SAW KICKBACK CAN CAUSE LOSS OF CONTROL OF THE

CHAIN SAW. IN THE OPERATION OF A CHAIN SAW, ENGINE TORQUE IS TRANSFERRED TO THE CHAIN. KICKBACK CAN OCCUR WHEN THE END OF THE GUIDE BAR CONTACTS AN OBJECT. THE TIP CONTACT CAN CAUSE THE BAR TO KICK UPWARD AND BACKWARD TOWARD THE OPERATOR. A FIRM GRIP WILL HELP REDUCE KICKBACK AND MAINTAIN CONTROL OVER THE CHAIN SAW, BUT NEVER ALLOW THE TIP TO CONTACT ANOTHER OBJECT. ALSO, PINCHING THE CHAIN ALONG THE TOP OF THE BAR CAN ALSO PUSH THE BAR BACK TOWARDS THE OPERATOR.

2. WHEN USING A CHAIN SAW:

A. ALWAYS HOLD THE SAW FIRMLY WITH BOTH HANDS WHEN THE ENGINE IS IN OPERATION. USING A FIRM GRIP, WRAP YOUR FINGERS TIGHTLY AROUND THE HANDLES AND KEEP THE HANDLES CRADLED BETWEEN YOUR THUMBS AND FOREFINGERS. NEVER SAW WITH ONE HAND.

B. WEAR PROPER PROTECTIVE EQUIPMENT, WHICH INCLUDES LEATHER GLOVES, SAFETY GOGGLES, SAFETY SHOES, AND EARPLUGS.

C. MAKE SURE THE AREA IN WHICH YOU ARE CUTTING IS FREE FROM OBSTRUCTIONS.

D. CUT AT HIGH SPEEDS, BUT NEVER OPERATE THE SAW WITH THE STARTING THROTTLE LOCK ENGAGED.

E. MAINTAIN SECURE FOOTING. NEVER WORK ON A LADDER, IN A TREE OR OTHER INSECURE SUPPORT. NEVER OVER REACH OR CUT ABOVE SHOULDER HEIGHT.

F. DO NOT ALLOW OTHER PEOPLE TO BE NEAR THE CHAIN SAW WHEN STARTING IT OR CUTTING.

G. KEEP ALL PARTS OF YOUR BODY AWAY FROM THE CHAIN SAW WHEN THE ENGINE IS IN OPERATION, EVEN WHEN THE CHAIN IS NOT ROTATING.

H. WHEN STARTING THE ENGINE, PLACE THE SAW ON FIRM GROUND OR OTHER SOLID SURFACE. NEVER DROP START A CHAIN SAW.

I. CARRY THE CHAIN SAW WITH THE ENGINE STOPPED AND THE BAR AND CHAIN TO THE REAR. USE A BAR SHEATH. KEEP THE HOT SAW AWAY FROM YOUR BODY.

J. SHUT OFF THE ENGINE BEFORE SETTING A CHAIN SAW DOWN.

K. OPERATE A CHAIN SAW ONLY IN WELL-VENTILATED AREA, NEVER INSIDE A BUILDING.

L. KEEP THE CHAIN SAW HANDLES DRY, AND CLEAN OF OIL, GREASE OR FUEL.

M. SHUT OFF THE ENGINE AND ALLOW IT TO COOL BEFORE REFUELING. MOVE THE CHAIN SAW AT LEAST 25 FEET FROM THE REFUELING POINT AND WIPE OFF ANY SPILLED FUEL BEFORE STARTING THE ENGINE.

N. STORE OIL AND GASOLINE IN PROPER CONTAINERS AWAY FROM ANY IGNITION SOURCE. LABEL THE CONTAINERS.

O. REVIEW THE OWNER'S MANUAL FREQUENTLY.

P. AVOID FATIGUE BECAUSE ACCIDENTS CAN RESULT. REST BEFORE YOU FEEL TIRED WHEN INVOLVED IN CHAIN SAW OPERATIONS.

Q. START ALL CUTS AT TOP SPEED (FULL THROTTLE) AND CONTINUE TO CUT AT TOP SPEED.

R. AVOID KICKBACK. KEEP THE WORK AREA CLEAR OF OTHER BRANCHES AND OBJECTS.

S. DON'T WORK ALONE. USE THE BUDDY SYSTEM.

T. STAND ON AN UPHILL SIDE OF A LOG SO THAT THE CUT-OFF LOG WON'T ROLL ONTO YOU.

U. BENT LIMBS ARE UNDER TENSION AND CAN SPRING OUT AS THE CUT IS MADE.

V. BE SURE YOUR BODY IS CLEAR OF THE NATURAL FOLLOW THROUGH PATH OF THE SAW AFTER THE CUT.

W. TURN THE SAW OFF AND BE SURE THE CHAIN HAS STOPPED BEFORE MAKING ADJUSTMENTS OR REPAIRS.

X. KEEP THE CHAIN'S TEETH SHARP AND UNDER PROPER TENSION AS SPECIFIED BY THE MANUFACTURER.

Y. IF A CHAIN CONTINUES TO MOVE WHILE THE ENGINE IDLES, ADJUST THE SPEED. IF IT CONTINUES TO MOVE, DON'T USE THE SAW UNTIL IT HAS BEEN REPAIRED.

Z. CLEAN DIRT, SPILLED FUEL, AND SAWDUST FROM THE SAW BECAUSE THESE ARE FUEL FOR FIRES.

AA. NEVER REST OR ATTEMPT TO START A CHAIN SAW ON YOUR LEG.

BB. ALWAYS HOLD AN OPERATING CHAIN SAW WITH TWO HANDS.

SELECTING A CHAIN SAW:

GASOLINE OR ELECTRIC? WHICH IS BEST FOR YOU?

ELECTRIC:

* MUST BE USED NEAR A CONVENIENT SOURCE OF ELECTRICITY
* NO FUEL NEEDED
* RELATIVELY QUIET
* STARTS EASILY AND INSTANTLY
* LIMITED IN GUIDE BAR LENGTH
* CAN BE USED INDOORS
* POTENTIAL FOR SHOCK HAZARD
* USUALLY LESS EXPENSIVE
* LESS VIBRATION

GASOLINE:

* CAN GO ANYWHERE; NOT LIMITED BY ELECTRIC CORD
* USES GASOLINE OIL MIXTURE AS FUEL
* RELATIVELY NOISY AND SMOKEY
* SOME EFFORT REQUIRED TO START
* AVAILABLE IN MANY ENGINE AND GUIDE BAR SIZES
* INTENDED FOR OUTDOOR USE
* POTENTIAL FOR FIRE OR BURN HAZARD

WHICH SIZE IS BEST FOR YOU?

TYPE:	GUIDE BAR LENGTH:	USE:
MINI / LIGHT-WEIGHT SAWS	8" TO 15"	LIGHT / OCCASIONAL USE FOR CLIMBING, CUTTING SMALL LOGS, AND FELLING SMALL TREES
MID / WEIGHT SAWS	15" TO 20"	FREQUENT LOG CUTTING AND FELLING OF SMALL TREES
HEAVY / WEIGHT SAWS	OVER 20"	PROFESSIONAL USE: NOT GENERALLY RECOMMENDED FOR CONSUMERS

MATCH SAW SIZE TO THE CUTTING JOB: MATCH THE SAW SIZE TO THE TYPE OF JOB YOU EXPECT TO DO MOST OFTEN. SELECT A SAW NO LARGER NOR SMALLER THAN YOU NEED.

IF THE GUIDE BAR IS SUBSTANTIALLY LONGER THAN THE THICKNESS OF THE WOOD TO BE CUT, THE TIP OF THE GUIDE BAR COULD ACCIDENTALLY CONTACT A NEARBY BRANCH, THE GROUND, OR ANY OTHER NEARBY OBJECT AND RESULT IN A SERIOUS KICKBACK INJURY.

ON THE OTHER HAND, IF THE GUIDE BAR IS TOO SHORT, IT WILL BE NECESSARY TO BURY THE TIP OF THE GUIDE BAR IN THE CUT. WHILE MOST SAWS CAN CUT A TREE OR LOG ALMOST TWICE AS THICK AS THE GUIDE BAR LENGTH, THIS PRACTICE IS NOT RECOMMENDED FOR NON PROFESSIONALS. BURYING THE TIP OF THE GUIDE BAR IN THE WOOD COULD RESULT IN A SERIOUS KICKBACK INJURY.

BALANCE:

PICK UP THE SAW THE WAY YOU WILL OPERATE IT. DOES THE SAW FEEL BALANCED AND COMFORTABLE? AVOID SAWS THAT TIP TO EITHER SIDE OR ROCK BACK WITH THE GUIDE BAR TILTING TOWARD YOU. SOME SAW HANDLES PUT YOUR HANDS TOO CLOSE TOGETHER FOR SURE CONTROL.

CHECK FOR FEATURES SUCH AS THESE WHEN YOU SHOP TO FIND A SAW THAT'S EASY AND SAFE TO USE:

* HAND GUARD
    * BAR IN FRONT OF THE FORWARD HANDLE TO KEEP LEFT HAND FROM SLIPPING ONTO THE CHAIN.
* SPECIAL SAW CHAINS AND GUIDE BARS
    * DESIGNED TO REDUCE THE RISK OF INJURY DUE TO CHAIN SAW KICKBACK.
* SAFETY TIP
    * COVERS THE CHAIN AS IT PASSES AROUND THE NOSE OF THE GUIDE BAR. REDUCES THE CHANCE OF KICKBACK BY KEEPING THE CHAIN FROM CONTACTING ANYTHING AT THE GUIDE BAR TIP.
* CHAIN BRAKE
    * DESIGNED TO STOP THE CHAIN IN A FRACTION OF A SECOND IF A KICKBACK OCCURS, THUS REDUCING CHANCES OF SERIOUS INJURY. CAN ALSO SERVE AS A HAND GUARD.
* VIBRATION REDUCTION SYSTEM
    * RUBBER BUSHINGS BETWEEN THE HANDLE AND SAW BODY OR ON THE ENGINE MOUNTING HELP REDUCE THE VIBRATION YOU FEEL AS YOU SAW. THIS REDUCES FATIGUE.
* SPARK ARRESTER (GASOLINE ONLY)
    * KEEPS SPARKS FROM BEING EJECTED BY THE EXHAUST. REQUIRED IN SOME AREAS OF THE COUNTRY.
* TRIGGER OR THROTTLE LOCKOUT
    * GUARDS AGAINST INJURY IN CASE THE SAW CHAIN BREAKS.
* CHAIN CATCHER
    * GUARDS AGAINST INJURY IN CASE THE SAW CHAIN SAW BREAKS.
* ELECTRICAL SAFETY
    * IF YOU CHOOSE AN ELECTRIC CHAIN SAW, SELECT ONE WHICH HAS BEEN LISTED BYA RECOGNIZED SAFETY RATING AUTHORITY.
* BUMPER SPIKES

* MOST SAWS HAVE LARGE SPIKES ON THE FRONT OF THE ENGINE OR MOTOR HOUSING THAT GRIP THE WOOD AND HELP HOLD THE SAW IN PLACE DURING CUTTING.

IMPORTANT SAFETY CONSIDERATION

READ YOUR OWNER'S MANUAL:

THROUGHLY STUDY YOUR OWNERS MANUAL. ASK YOUR DEALER OR RENTAL AGENT TO SHOW YOU HOW TO OPERATE YOUR CHAIN SAW PROPERLY. BE SURE YOU FULLY UNDERSTAND THESE INSTRUCTIONS BEFORE YOU ATTEMPT TO OPERATE THE CHAIN SAW. FOLLOW THE INSTRUCTIONS AS YOU USE YOUR CHAIN SAW. REVIEW THE OWNER'S MANUAL FREQUENTLY, ESPECIALLY IF YOU DON'T USE YOUR SAW OFTEN, OR IF YOU ARE USING THE SAW TO DO SOMETHING YOU HAVEN'T DONE BEFORE.

SAFETY BEFORE YOU START:

* CLEAR THE WORK AREA SO THE CHAIN WILL NOT TOUCH ANYTHING BUT THE WOOD TO BE CUT.

* CHECK FOR LOOSE BOLTS AND SCREWS AND TIGHTEN THEM.

* CHECK THE CHAIN FOR CONDITION AND SHARPNESS. CHECK THE OWNER'S MANUAL FOR REQUIREMENTS. SHARPEN THE CHAIN IF NECESSARY.

* CHECK FOR DAMAGE TO THE GUIDE BAR, SUCH AS NICKS AND DENTS ON THE CHAIN RAIL OR A BENT GUIDE BAR. REPAIR OR REPLACE A DAMAGED GUIDE BAR.

* CHECK THAT HANDLES ARE CLEAN AND DRY.

* WEAR PROTECTIVE CLOTHING:

  * SAFETY GOGGLES * GLOVES * HEARING PROTECTION

* READ THE OWNER'S MANUAL AND BE SURE YOU UNDERSTAND THE STEPS TO FOLLOW IN STARTING THE CHAIN SAW.

* PLACE THE SAW ON CLEAR GROUND TO START IT. DON'T START SAW ON YOUR LEG OR KNEE.

* AFTER STARTING, CHECK THAT THE CHAIN DOES NOT ROTATE WHEN THE CONTROLS ARE IN THE IDLE POSITION.

KICKBACK:

CHAIN SAW KICKBACK CAN RESULT IN DEATH OR SEVERE INJURY. THE REACTION TO THE SAW CHAIN STRIKING AN OBJECT CAN THROW THE SAW VIOLENTLY BACK TOWARD THE OPERATOR, SOMETIMES WITH DISASTROUS RESULTS.

KICKBACK CAN OCCUR WHEN THE SAW CHAIN AROUND THE TIP OF THE GUIDE BAR TOUCHES ANY OBJECT, SUCH AS A NEARBY LOG OR BRANCH.

KICKBACK CAN ALSO OCCUR WHEN THE WOOD BEING CUT CLOSES IN AND PINCHES THE SAW CHAIN IN THE CUT, OR WHEN THE CHAIN CONTACTS AN UNUSUALLY HARD PORTION OR OTHER OBSTRUCTION IN THE WOOD BEING CUT.

TO AVOID KICKBACK:

* DON'T TOUCH THE TIP OF THE BAR TO ANY OBJECT WHILE THE SAW CHAIN IS RUNNING.

* ALWAYS HOLD THE CHAIN SAW FIRMLY WITH BOTH HANDS.

* USE THE PROPER GRIP. GRASP THE FORWARD HANDLE WITH YOUR LEFT HAND, PALM DOWN, WRAPPING YOUR FINGERS AROUND THE HANDLE BAR, KEEPING THE HANDLE BAR IN THE WEBBING BETWEEN YOUR INDEX FINGER AND THUMB. GRASP THE REAR HANDLE FIRMLY WITH YOUR RIGHT HAND.

* BORING CUTS REQUIRE BURYING THE NOSE OR TIP AREA OF THE GUIDE BAR IN THE WOOD BEING CUT. THIS COULD CAUSE KICKBACK, SO LEAVE BORING TO THE PROFESSIONALS.

* USE WEDGES TO AVOID PINCHING THE BAR WHEN CUTTING LARGER PIECES.

* AVOID CUTTING LIMBS ABOVE YOUR MID-CHEST HEIGHT.

MAINTAIN CONTROL:

* ALWAYS HOLD THE CHAIN SAW FIRMLY WITH TWO HANDS.

* USE THE PROPER GRIP.

* USE THE PROPER STANCE. DON'T LEAN FORWARD OR SIDEWAYS TO CUT.

* LET THE CHAIN SAW DO THE WORK. DON'T TRY TO FORCE THE SAW THROUGH THE CUT.

* BE AWARE OF THE DOWNWARD OR OUTWARD PATH THE SAW WILL TAKE AFTER THE WOOD IS CUT. KEEP YOUR LEGS OUT OF THIS PATH, AND KEEP THE TREE BETWEEN YOU AND THE CHAIN.

* WATCH THE SPRING BACK OF THE LIMB BEING CUT OR A SECOND BRANCH HELD BY THE LIMB BEING CUT.

* TAKE YOUR HAND OFF THE TRIGGER BETWEEN CUTS.

GENERAL SAFETY TIPS:

* REVIEW OWNER'S MANUAL FREQUENTLY
* AVOID FATIGUE
* IT CAN LEAD TO ACCIDENTS
* REST BEFORE YOU FEEL TIRED
* START ALL CUTS AT TOP SPEED (FULL THROTTLE) AND CONTINUE TO CUT AT TOP SPEED.
* AVOID KICKBACK. KEEP WORK AREA CLEAR OF OTHER BRANCHES AND OBJECTS.
* FOR SAFETY, DON'T WORK ALONE. USE THE BUDDY SYSTEM.
* STAND ON THE UPHILL SIDE OF THE LOG WHEN CUTTING BECAUSE THE LOG MAY ROLL DOWNHILL.
* IF YOU ARE REQUIRED TO CUT A LIMB THAT IS UNDER TENSION, REFER TO THE OWNER'S MANUAL FOR THE PROPER TECHNIQUE. BENT LIMBS ARE UNDER TENSION AND MAY SPRING OUT AS THE CUT IS COMPLETED.
* CARRY YOUR CHAIN SAW SAFELY
* ENGINE MOTOR STOPPED
* GUIDE BAR POINTED BEHIND YOU
* USE GUIDE BAR SHEATH
* KEEP MUFFLER AWAY FROM THE BODY
* BE SURE YOUR BODY IS CLEAR OF THE NATURAL PATH THE SAW WILL FOLLOW AFTER COMPLETION OF THE CUT.
* TURN OFF SAW AND MAKE SURE THE CHAIN HAS STOPPED BEFORE MAKING ANY ADJUSTMENTS OR REPAIRS.
* KEEP THE CHAIN SHARPENED AND UNDER PROPER TENSION.

* IF SAW CHAIN CONTINUES TO MOVE WHILE THE ENGINE IDLES, ADJUST THE SPEED. IF IT STILL MOVES, DON'T USE THE SAW UNTIL IT HAS BEEN REPAIRED.

* DO NOT STORE A GASOLINE POWERED SAW NEAR AN OPEN FLAME OR NEAR OTHER POSSIBLE IGNITION SOURCES.

* CLEAN DIRT, SPILLED FUEL AND SAWDUST FROM YOUR SAW.

* NEVER REST OR ATTEMPT TO START YOUR SAW ON YOUR LEG OR KNEE.

* ALWAYS HOLD A RUNNING SAW WITH TWO HANDS. AVOID ELECTRIC SHOCK:

* DON'T USE ELECTRIC SAWS IN WET OR DAMP LOCATIONS.

* DETERMINE WHETHER YOUR SAW IS THE GROUNDED TYPE OR DOUBLE INSULATED TYPE. YOU NEED TO KNOW THIS TO SELECT THE PROPER EXTENSION CORD.

* CONSIDER USING A GROUND FAULT CIRCUIT INTERRUPTER (G.F.C.I.). IF A PORTABLE GFCI IS USED, PLUG IT INTO THE ELECTRICAL CIRCUIT BETWEEN THE EXTENSION CORD AND THE ELECTRICAL OUTLET. SEE YOUR ELECTRICAL SUPPLY DEALER TO LEARN MORE ABOUT THE G.F.C.I.

* USE ONLY A LISTED EXTENSION CORD COMPATIBLE WITH THE SAW, AND MAKE CERTAIN THE CORD IS APPROVED FOR OUTDOOR USE.

* CHECK THE CONDITION OF THE SUPPLY CORD AND EXTENSION CORD BEFORE USE. REPAIR OR REPLACE, IF DEFECTIVE.

* BE SURE THE EXTENSION CORD IS CLEAR OF THE CUTTING AREA AT ALL TIMES.

* USE A GROUNDED OUTLET OR PROPERLY INSTALLED ADAPTER WITH A GROUNDED TYPE SAW (3 PRONG TYPE).

* NEVER USE A SAW OR EXTENSION CORD WHICH HAS HAD THE GROUNDING PRONG REMOVED.

AVOID BURNS AND FIRES:

* ALWAYS TURN OFF THE SAW BEFORE ADDING FUEL.

* ALWAYS ALLOW THE SAW TO COOL BEFORE REFUELING.

* CLEAR THE AREA OF FLAMMABLE DEBRIS BEFORE PLACING A HOT SAW DOWN TO COOL.

* AVOID SPILLING FUEL; WIPE SPILLED FUEL FROM SAW.

* REPLACE FUEL CAP ON SAW TIGHTLY AND MOVE AWAY FROM THE FUELING AREA AND THE FUEL CONTAINER BEFORE STARTING THE SAW.

* DON'T CONTACT THE HOT MUFFLER, SPARK ARRESTER OR OTHER HOT PARTS OF THE SAW.

* DON'T OPERATE A SAW WITHOUT A GOOD MUFFLER / SPARK ARRESTER.

JOBS THAT ARE NOT FOR YOU AND YOUR CHAIN SAW:

* NEVER ALLOW SOMEONE ELSE TO HOLD THE WOOD AS YOU CUT IT.

* SMALL FLEXIBLE BRANCHES SHOULD BE CUT WITH PRUNING SHEARS, AN AXE OR A HAND SAW. DON'T TRY TO CUT THEM WITH A CHAIN SAW. THEIR FLEXIBILITY MAY CAUSE A CHAIN SAW TO BOUNCE TOWARD YOU.

* BRUSH OR SHRUBBERY SHOULD BE CUT WITH BRUSH CUTTERS, HEDGE TRIMMERS OR A HANDSAW, NOT YOUR CHAIN SAW. CUTTING CLOSELY SPACED BRANCHES WITH A CHAIN SAW IS RISKING KICKBACK.

* FELLING MEDIUM AND LARGE TREES IS A COMPLICATED JOB. OCCASIONAL USERS SHOULD LEAVE IT TO THE PROFESSIONAL.

* SAVE LADDER WORK OR CLIMBING A TREE WITH THE SAW FOR THE PROFESSIONAL.

* BORING CUTS ARE DANGEROUS AND SHOULD BE LEFT TO THE PROFESSIONAL.

BALL FIELDS

BALL FIELD SAFETY IS APPLICABLE TO THE BALL PLAYERS AND THE SPECTATORS.

1. THE BENCHES USED FOR "DUGOUTS" FOR THE PLAYERS ARE TO BE STURDY. THE BENCHES ARE TO BE FIRMLY ANCHORED, NOT ON LOOSE CONCRETE BLOCKS, BRICKS, ETC. THE BOARDS ARE TO BE BOLTED DOWN TO PREVENT FALLING.

2. THE SOIL IS TO BE FIRM ENOUGH TO PROVIDE RUNNING TRACTION, BUT NOT SO FIRM AS TO CAUSE INJURY WHEN SLIDING.

3. THE SOIL SHOULD BE WELL DRAINED TO PREVENT WET SPOTS FROM FORMING.

4. THE FIELD SHOULD BE LEVEL AND WITHOUT HOLES.

5. MAINTENANCE EQUIPMENT IS NOT TO BE ON THE FIELD WHEN PLAYERS ARE PLAYING OR PRACTICING.

6. THE FIELD, STANDS AND SURROUNDING AREA IS TO BE KEPT CLEAR OF TRASH.

7. THERE ARE TO BE NO TRIPPING HAZARDS PROTRUDING FROM THE AREA.

8. BASE COVERINGS ARE TO BE FREE OF UNSAFE RIPS OR GOUGES.

9. BASE FRAMEWORK AND HARDWARE ARE TO BE TIGHT AND UNDAMAGED.

10. BASE GROUND STAKES ARE NOT TO PROTRUDE ABOVE THE SURFACE GRADE.

11. THE BASE GROUND STAKES ARE TO BE FIRMLY SECURED TO THE CONCRETE FOOTINGS.

12. THE BASE'S CONCRETE FOOTINGS ARE TO HAVE SQUARED EDGES TO PREVENT REVOLVING.

13. HOME PLATE IS TO BE LEVEL WITH THE SURFACE OF THE SURROUNDING SOIL AND SECURELY ANCHORED.

14. THE PITCHER'S RUBBER PLATE IS TO BE LEVEL WITH THE SURROUNDING SURFACE AND SECURED SAFELY INTO THE GROUND.

15. FENCE POSTS ARE TO BE FIRMLY SET INTO THE GROUND.

16. FENCING IS TO BE SECURELY ATTACHED TO THE FENCE POSTS WITH LOOSE OR BROKEN TIES.

17. THERE SHOULD BE NO UNSAFE GAPS UNDER FENCING.

18. THE FULL VERTICAL LENGTH OF THE FENCING SHOULD BE SECURED TO THE POSTS.

19. WIRE ENDS OF CHAIN LINK FENCING SHOULD NOT BE EXPOSED AT THE TOP.

20. THE FENCE SHOULD BE UNDAMAGED SO THAT THERE ARE NO LOOSE, SHARP, PROTRUDING UNSAFE PORTIONS.

21. THE BACKSTOP OR NETTING IS TO BE IN GOOD CONDITION, FIRMLY FASTENED AND WITHOUT HOLES OR GAPS.

22. THE TURF SHOULD NOT HAVE AN EXCESS OF THATCH CAUSING UNEVEN RUNNING SURFACES.

23. THE TURF SHOULD BE KEPT MOWED AND WITHOUT STUBBLE FROM WEEDS AND OTHER COURSE MATERIALS.

24. ALL LIGHT BULBS ILLUMINATE.

25. THE BEAMS OF THE LAMPS ILLUMINATE ADEQUATELY AND APPROPRIATELY WITH EVEN LIGHTING GRIDS.

26. NUTS AND BOLTS ON THE BLEACHERS ARE TIGHT, NONE MISSING, NOR PROTRUDING HAZARDS.

27. GUARDRAILS ARE COMPLETE AND TIGHT.

28. ALL PLANKS, RAILINGS AND END CAPS ARE IN TACT WITH NONE MISSING.

29. THERE ARE NO SPLINTERS.

30. SAFETY RULES ARE POSTED.

31. PUBLIC TELEPHONE SHOULD BE AVAILABLE FOR EMERGENCY.

32. AREAS BEING REPAIRED ARE TO BE BLOCKED OFF.

HEAT EXHAUSTION / HEATSTROKE

ALL DEPARTMENT HEADS / SUPERVISORS / EMPLOYEES SHOULD BE AWARE OF THE POTENTIAL HAZARDS ASSOCIATED WITH WORKING IN EXTREMELY HOT AND HUMID CONDITIONS.

WHEN AN EMPLOYEE LOSES EXCESS BODILY FLUIDS (DEHYDRATION) THROUGH SWEATING AND EXPERIENCES A RISE IN BODY TEMPERATURE IT IS A RESULT OF "HEAT EXHAUSTION". YOU SHOULD BE FAMILIAR AND ABLE TO RECOGNIZE THE FOLLOWING SYMPTOMS OF "HEAT EXHAUSTION".

* THIRST
* HEADACHE
* GENERAL FLU LIKE SYMPTOMS
* LOSS OF APPETITE
* DIZZINESS
* NAUSEA / VOMITING

IT'S SOMETIMES DIFFICULT TO DISTINGUISH BETWEEN HEAT EXHAUSTION AND HEATSTROKE. FOR THIS REASON, ANY EMPLOYEES NOT RESPONDING TO SELF-HELP MEASURES FOR HEAT EXHAUSTION WITHIN 30 MINUTES SHOULD BE TAKEN TO THE DOCTOR. IF HE / SHE HAS TROUBLE WALKING, OR BECOMES UNCONSCIOUS, THEN YOU ARE GETTING INTO HEATSTROKE.

HEATSTROKE IS A MAJOR MALFUNCTION OF THE BODY'S THERMOREGULATORY SYSTEM, INTERNAL TEMPERATURE IS ALLOWED TO RISE DANGEROUSLY HIGH. SYMPTOMS CAN BE SIMILAR TO THOSE OF HEAT EXHAUSTION, DIZZINESS AND NAUSEA. IN ADDITION, THE EMPLOYEE MAY BECOME VERY DISORIENTATED AND EVEN AGITATED. WHEN THE BODY QUITS REGULATING TEMPERATURE, THE HEATSTROKE VICTIM TYPICALLY CEASES SWEATING. BUT NOT ALWAYS.

FAINTING MAY OR MAY NOT SIGNAL HEATSTROKE. IF AN EMPLOYEE REVIVES QUICKLY-SAY IN 2 TO 5 MINUTES-THAT'S MORE LIKELY HEAT EXHAUSTION, ADDING THAT SEIZURE AND COMA ARE ADDITIONAL POSSIBILITIES WITH HEATSTROKE.

IT'S IMPORTANT TO GET THE EMPLOYEE TO A DOCTOR AS SOON AS POSSIBLE FOR EMERGENCY CARE AND OBSERVATION, NOTING THAT COMPLICATIONS SUCH AS SHOCK AND KIDNEY FAILURE COULD DEVELOP.

UNLESS HEATSTROKE STRIKES IN A HOSPITAL PARKING LOT, YOU WILL NEED TO ADMINISTER SOME FAST FIRST AID. HERE ARE RECOMMENDATIONS ON HOW TO TREAT HEATSTROKE UNTIL YOU CAN GET TO A DOCTOR.

COOL WITH WATER:

SPLASH THE EMPLOYEE WITH WATER INSTEAD OF IMMERSING HE / SHE IN COLD WATER. THE WATER WILL EVAPORATE ON THE SKIN MORE QUICKLY AND HAVE A MORE COOLING EFFECT.

APPLY COOL TOWELS:

AGAIN THIS IS A BETTER CHOICE THAN IMMERSING AN EMPLOYEE IN ICE COLD WATER.

FORCE FLUIDS:

WATER IS BEST, PROVIDED THE EMPLOYEE IS CONSCIOUS.

TAKE ADVANTAGE OF TECHNOLOGY:

IF POSSIBLE, MOVE THE EMPLOYEE INTO THE AIR CONDITIONED SETTINGS.

TAKE CHARGE AND KNOW WHO IS AT RISK AND EXERCISE CAUTION:

SOME PERSONS AFFLICTED LET PRIDE STAND IN THE WAY OF TREATMENT AN ATTEMPT SHOULD BE MADE TO CONTROL THE VICTIM. OLDER PEOPLE, IN GENERAL, DO NOT HYDRATE AS WELL. AND CERTAIN MEDICATIONS, SUCH AS THOSE FOR HIGH BLOOD PRESSURE, CAN INTERFERE WITH THE HYDRATION PROCESS.

HOPEFULLY, YOU WON'T FIND YOURSELF OR AN EMPLOYEE IN THIS SITUATION. HERE'S HOW TO AVOID IT, AND IF NECESSARY, HOW TO COPE WITH IT:

GET OUT OF THE SUN:

THIS IS CRITICAL, BODY TEMPERATURE CAN CONTINUE TO RISE EVEN WHILE RESTING AND DRINKING WATER.

DRINK PLENTY OF WATER:

IT IS THE BEST BEVERAGE FOR HYDRATION.

EAT MORE FRUIT AND VEGETABLES:

CONTAINS HIGH WATER CONTENT AND SALT BALANCE.

DRINK DILUTED ELECTROLYTE DRINKS:

GATORADE IS THE BEST KNOWN EXAMPLE.

AVOID SALT TABLETS:

INCREASED SALT RETAINS FLUID IN STOMACH, WHICH LEAVES LESS FLUID FOR SWEAT PRODUCTION.

AVOID ALCOHOL / CAFFEINE:

THESE BEVERAGES FAST FORWARD DEHYDRATION.

ACCLIMATE AND GO SLOWLY:

WHATEVER YOU DO OUTSIDE, START SLOWLY AND PACE YOURSELF WHEN IT'S EXTREMELY HOT.

COOL YOURSELF / BE YOUR OWN FAN:

DOUSE YOUR HEAD AND NECK WITH WATER, KEEP YOURSELF IN A COOL BREEZE.

CHEAT THE SUN:

WEAR A HAT THAT IS WELL VENTILATED, AND WEAR A SHIRT (IT CAN ACT AS A COOLING DEVICE).

HIT THE SCALES:

WEIGH YOURSELF DAILY TO ENSURE THE WATER YOU SWEAT IS BEING REPLENISHED.

WEAR LIGHT COLORED COTTON / POLYESTER BLEND CLOTHING:

THEY REFLECT HEAT AND BREATHE BETTER THAN DARK 100% COTTON OR TIGHTLY WOVEN NYLON.

THIS INFORMATION IS PROVIDED BY THE MISSISSIPPI MUNICIPAL SERVICE COMPANY. THE MMSC LOSS CONTROL DEPARTMENT IS PREPARED TO ASSIST MUNICIPALITIES WITH FURTHER INFORMATION REGARDING HEAT EXHAUSTION / HEATSTROKE.

HEAVY EQUIPMENT

1. BEFORE YOU BOARD A PIECE OF EQUIPMENT TO DRIVE IT OFF, IT'S A VERY GOOD IDEA TO WALK COMPLETELY AROUND IT. THEN YOU'LL BE ABLE TO SEE IN THE VICINITY AND CAN WARN THEM THAT YOU'RE GETTING READY TO MOVE THE EQUIPMENT.

2. OPERATIONS INVOLVING HEAVY EQUIPMENT SHOULD BE PLANNED TO AVOID BACKING THE EQUIPMENT AS MUCH AS POSSIBLE. IN MANY OPERATIONS, THE AWKWARD BACKING MOVEMENT OF THIS EQUIPMENT IS NOT ALWAYS ECONOMICALLY OR ENVIRONMENTALLY POSSIBLE. WHENEVER THE BACKWARD MOVEMENT CANNOT BE ELIMINATED, THE MACHINE OR EQUIPMENT MUST BE ADAPTED FOR BACKING MOVEMENTS.

3. HEAVY CONSTRUCTION EQUIPMENT / WHEELED VEHICLES / SUCH AS DUMP TRUCKS, FRONT END LOADERS AND CEMENT TRUCKS ARE EQUIPPED WITH SPECIAL MIRRORS TO HELP ELIMINATE BLIND SPOTS. EVEN WITH THESE SEEING AIDS, THERE ARE STILL BLIND SPOTS FROM THE OPERATOR'S CONTROL POSITION. BLIND SPOT DIAGRAMS FOR EACH TYPE OF CONSTRUCTION EQUIPMENT ARE AVAILABLE FROM THE MANUFACTURES SHOWING WHAT AN OPERATOR CANSEE TOWARD THE REAR OF THE EQUIPMENT HE IS OPERATING, YET SOME HEAVY CONSTRUCTIONEQUIPMENT HAS NO VIEW TO THE REAR FROM THE OPERATOR'S POSITION AND REQUIRES A GUIDE FOR MOVING BACKWARDS.

4. REVERSE ALARMS (BACK UP BEEPERS) ARE INSTALLED ON CONSTRUCTION EQUIPMENT. THIS ADVANTAGE OF THE REVERSE ALARM IS THAT ANY PERSON CLOSE TO THE REAR OF THIS EQUIPMENT IS ALERTED TO FORTHCOMING REARWARD MOTION OF THE MACHINE.

5. PEOPLE MUST AVOID PARKING VEHICLES OR PLACING MATERIAL OR EQUIPMENT IN AREAS WHERE HEAVY CONSTRUCTION EQUIPMENT IS OPERATING. THIS ELIMINATES OBSTACLES TO BACKWARD MOVEMENTS OF HEAVY CONSTRUCTION EQUIPMENT.

6. PROPER MAINTENANCE OF CONSTRUCTION EQUIPMENT IS NECESSARY TO PREVENT SERIOUS INJURIES TO PERSONNEL, LARGE PROPERTY LOSSES AND ADDITIONAL UNNECESSARY EXPENSE CAUSED BY CRIPPLING DELAYS.

7. THE SELECTION AND TRAINING OF THE OPERATION IS VERY IMPORTANT.

8. PRACTICALLY ALL MANUFACTURERS OF HEAVY CONSTRUCTION EQUIPMENT HAVE MAINTENANCE AND INSPECTION MANUALS, WHICH IF FOLLOWED, WILL PREVENT MOST ACCIDENTS NORMALLY OCCURRING BECAUSE OF LACK OF OR IMPROPER MAINTENANCE. NORMAL MAINTENANCE INCLUDES SUCH THINGS AS LUBRICATION, BOTH ON THE JOB AND IN THESHOP, FILTER CHANGES AND GREASING. DURING REGULAR SERVICE, THE MAINTENANCE SUPERINTENDENT SHOULD MAKE NOTE OF ODD NOISES, OBVIOUS VISUAL REPAIR NEEDS, AND RECORD THEM ON A FORM DESIGNED TO THE PURPOSE. THE MASTER MECHANIC SHOULD BE CALLED WHEN THERE IS TOO MUCH OIL CONSUMPTION, OR FOREIGN MATERIAL FOUND IN THE LUBRICANTS.

9. REGULAR INSPECTION ACCORDING TO THE MANUFACTURE'S MANUAL IS A MUST. FOR INSTANCE, A PERIODIC CHECK OF A CRANE WOULD INCLUDE, BUT NOT TO BE LIMITED TO, CONDITION OF SHEAVES, BEARING, CABLES, BRAKES, CLUTCHES, DRUMS, TRACKS, BOOM STOPS, BOOM SECTION BOLTS, WELDS, ETC.

10. CHECKING THE SCRAPER SHOULD INCLUDE THE HYDRAULIC SYSTEM, BOWL, EJECTOR, TIRES, TIRE PRESSURE, STEERING AND BRAKES. DOZERS SHOULD BE CHECKED FOR TRACK ADJUSTMENT, PINS AND BUSHING, RAIL PADS, BRAKES, CLUTCHES AND BLADE CONTROL. COMPLETE DIARIES AND RECORDS MUST BE KEPT ON INSPECTION PROGRAMS FOR ALL ELIGIBLE EQUIPMENT.

11. BEFORE THE JOB STARTS, IT IS A GOOD IDEA TO MAKE A LIST OF ALL PARTS OF EQUIPMENT FREQUENTLY REQUIRING REPLACEMENT UNDER NORMAL USAGE, AND HAVE A SUPPLY ON HAND IN THE SHOP. WE REFER TO SUCH ITEMS AS CABLES, NUTS AND BOLTS AND STOCK STEEL. SUCH PLANNING COULD VERY WELL PREVENT SERIOUS DELAYS.

12. IN ADDITION, THERE SHOULD BE A GOOD AND DIRECT LIAISON WITH THE EQUIPMENT MANUFACTURES' VENDORS TO SPEED DELIVERY OF PARTS IN CASE OF A MAJOR BREAKDOWN. IT MIGHT REQUIRE PLACING THE EQUIPMENT ON A FLAT BED AND CARTING IT TO THE MAINTENANCE PLANT OF THE VENDOR - OR TO YOUR OWN PERMANENT MAINTENANCE PLANT.

13. AS POINTED OUT ABOVE, EQUIPMENT MUST NOT ONLY BE PROPERLY MAINTAINED, BUT MUST BE PROTECTED-BOTH ON THE JOB AND WHEN NOT IN OPERATION. PROTECTION FROM WEATHER, FIRE, BLASTING AND VANDALISM MUST BE CONSIDERED. AT NIGHT, CERTAIN EQUIPMENT SHOULD BE STORED INSIDE, IF POSSIBLE. THIS WOULD INCLUDE WELDING EQUIPMENT, MECHANICSTRUCKS, ETC.

14. EQUIPMENT SHOULD BE STORED AWAY FROM ANY SOURCE OF FIRE, SUCH AS GASOLINE TANKS, OIL AND GREASE CONTAINERS, FLAMMABLE AND EXPLOSIVE GASES, SUCH AS OXYGEN AND ACETYLENE. EQUIPMENT SHOULD BE KEPT AWAY FROM DRY GRASS OR BRUSH AREAS, OLD WOODEN FORMS AND OILY RAGS.

15. FIRE EXTINGUISHERS SHOULD BE PLACED IN THE MAINTENANCE SHOP, FIELD OFFICE, MECHANICS TRUCKS, AND FUEL AND GREASE TRUCKS-AND PEOPLE INVOLVED TRAINED TO USE THEM.

16. PHONE NUMBERS SHOULD BE READILY ACCESSIBLE TO CALL THE POLICE AND FIRE DEPARTMENT IN THE EVENT OF AN EMERGENCY.

17. "IF IT'S IN THE AIR-IT'S DANGEROUS". WE ALL KNOW THAT ANY LOAD IS DANGEROUS, YET JUST AS SOON AS IT IS IN THE AIR MOST INJURIES FROM FALLING LOADS OCCUR. LET'S FOLLOW THESE PROCEDURES AND PREVENT AN ACCIDENT.

18. NEVER TRY TO STABILIZE A LOAD BY STANDING A MAN AT EACH END. PUT THE LOAD DOWN AND RETIE IT. TAG LINES SHOULD BE USED WHERE NEEDED-AND ALWAYS IF THE LOAD IS TO BE CARRIED MORE THAN FIVE (5) FEET ABOVE THE GROUND.

19. AS ON ALL JOBS, ONLY ONE-MAN GIVES SIGNALS TO THE OPERATOR. GENERALLY THIS WILL BE THE LEAD MAN. HOWEVER, THERE ARE A FEW BASIC RULES FOR YOU TO FOLLOW IF YOU SHOULD BE ASSIGNED TO SIGNAL THE OPERATOR.

20. STAND IN THE CLEAR AND PLACE YOURSELF WHERE THE OPERATOR CAN PLAINLY SEE YOU. IF YOU CAN'T SEE THE LOAD AND ANOTHER MAN IS SIGNALING TO YOU, MAKE SURE THAT EVERYONE IS IN THE CLEAR BEFORE YOU GIVE YOUR SIGNAL TO THE OPERATOR. REMEMBER, NEVER PERMIT A LOAD TO BE LOWERED, RAISED OR SWUNG OVER A WORKER'S HEAD. IF THE OPERATOR CAN SEE THE LOAD, IT'S HIS RESPONSIBILITY TO CARRY THIS ORDER OUT WITHOUT EXCEPTION.

20. FOR BETTER SAFETY, SEE HOW YOUR OPERATION COMPARES WITH THESE ELEVEN IMPORTANT SAFETY MEASURES:

    A. CONDUCT A PRE-JOB STUDY TO PLAN PROPER EQUIPMENT ARRANGEMENT, OPERATION SEQUENCE AND TRAFFIC PATTERN.

    B. PRE-PLAN VEHICLE BACKING LANES. MARK THEM AND KEEP THEM CLEAR OF EQUIPMENT, MATERIAL AND PEOPLE.

    C. ASSIGN A CAPABLE SINGLE MAN TO DIRECT TRUCKS BACKING UP AND CONTROL PEOPLE IN THE AREA. HIS IS A FULL TIME JOB. KEEP HIM FREE OF OTHER DUTIES AND STATION HIM IN A CLEARLY DEFINED AREA.

    D. INSTRUCT TRUCK DRIVERS TO BACK UP ONLY WHEN SIGNALED TO DO SO.

    E. GUARD ALL EXPOSED GEARS, CHAINS, ROLLS, SHAFTS AND PINCH POINTS.

F. BE CAREFUL DURING FUELING. ELIMINATE IGNITION SOURCES AND KEEP FROM SPILLING FUEL.

23. WHEN A JOB IS BEING PLANNED, POWER LINES ARE LOCATED AND PROVISIONS ARE MADE EITHER TO ELIMINATE THE EXPOSURE BY HAVING THE CURRENT SHUT OFF OR TO MINIMIZE THE DANGER BY REQUIRING JOB PROCEDURES THAT USE THE SAFEST METHODS.

24. ALL MEMBERS OF THE CREW SHARE IN THE RESPONSIBILITY OF PREVENTING ACCIDENTS TO THEMSELVES AND TO ONE ANOTHER. EVERYONE MUST BE ON HIS TOES AT ALL TIMES; FIRST TO PROTECT HIMSELF AND SECOND, TO PROTECT THE OTHER FELLOW.

25. WHEN YOU'RE WORKING CLOSE TO A POWER LINE, REMEMBER THAT CRANE CONTACTS WILL KILL.

26. USE GOOD JUDGEMENT AND KEEP BOOM, CABLE, BLOCK AND TAG LINE AT LEAST TEN (10) FEET AWAY FROM ANY POWER LINE. REMEMBER TOO, THAT AN ACCIDENT CAN RESULT EVEN IF NO DIRECT CONTACT IS MADE.

27. UNDER CERTAIN CONDITIONS, THE CURRENT MAY JUMP FROM THE POWER LINE TO THE BOOM OR CABLE, ALTHOUGH THE DISTANCE IT MAY JUMP IS QUITE SMALL.

28. SAFE WORK PRACTICES TO BE FOLLOWED REGARDING CRANES AND POWER LINES:

A. POSITION THE CRANE ON A LEVEL SURFACE, IF POSSIBLE.

B. CHECK THE GROUND AREA FOR FIRMNESS SO YOU'LL KNOW THE DIRECTION OF ROCK OR SWAY.

C. ALLOW FOR TILT WHEN A LOAD IS BEING RAISED.

D. RAISE OR LOWER THE BOOM PARALLEL TO THE POWER LINE.

OUTRIGGERS

1. USE OF OUTRIGGERS:

THE FOLLOWING RULES SHALL APPLY REGARDING OUTRIGGER USE.

A. WHERE THE SITUATION WARRANTS, BOTH OUTRIGGERS SHALL BE USED TO PROVIDE STABILITY AND THUS A SAFE OPERATION OF THE LOADER.

B. TO PREVENT A UNIT FROM OVERTURNING AND TO PROVIDE A LONGER UNIT LIFE, THE OUTRIGGER SHALL ALWAYS BE USED ON THE SIDE FROM WHICH THE LOADER IS OPERATING.

C. EMPLOYMENT OF OUTRIGGERS SHALL TAKE INTO CONSIDERATION THE SAFETY OF THE EMPLOYEES, PARTICULARLY WITH REGARD TO THE FEET.

MOBILE EQUIPMENT

1. REFUGE FROM RAIN, SNOW, WIND, HEAT, SUN, ETC., MUST NOT BE TAKEN UNDER, ON, OR IN EQUIPMENT, UNLESS IT IS DESIGNED FOR THAT PURPOSE.

2. EMPLOYEES MUST NOT GO UNDER EQUIPMENT UNLESS THERE IS ABSOLUTELY NO DANGER OF THE EQUIPMENT FALLING.

3. DO NOT MOUNT OR DISMOUNT MOVING EQUIPMENT (SUCH AS SANITATION TRUCK, TRASH TRUCK, ETC.) WHILE IT IS IN MOTION.

4. BEFORE DISMOUNTING EQUIPMENT, MAKE SURE YOU HAVE A FIRM HOLD AND SURE FOOTING.

5. AFTER MOUNTING EQUIPMENT, MAKE SURE YOU HAVE A FIRM HOLD AND SURE FOOTING.

6. GETTING ON OR OFF AND RIDING ON EQUIPMENT IS A PHASE OF OUR DAILY WORK WHICH CAN BE DANGEROUS IF FUNDAMENTAL PRECAUTIONS ARE NOT

OBSERVED. BY FOLLOWING SAFE WORK PROCEDURES, GETTING ON AND OFF EQUIPMENT DESIGNED FOR RIDING CAN BE DONE SAFELY.

7. THE AREA YOU SELECT TO GET ON OR OFF EQUIPMENT MUST BE FREE OF UNSAFE CONDITIONS.

8. BEFORE GETTING ON OR OFF EQUIPMENT, LOOK WHERE YOU ARE GOING TO PLACE YOUR FEET AND SELECT A SAFE LOCATION.

9. WHEN RIDING ON EQUIPMENT, PROTECTION AGAINST INJURY REQUIRES CONSTANT AWARENESS BY YOU AND ALERTNESS TO WHAT IS GOING ON AROUND YOU.

10. BE PREPARED AT ALL TIMES TO AVOID INJURY FROM UNEXPECTED MOVEMENTS.

11. WHEN WORKING ON OR ABOUT EQUIPMENT (SUCH AS, SANITATION TRUCKS, TRASH TRUCKS, ETC.) GLOVES MUST BE WORN.

12. TRACTORS AND SIMILAR TYPE EQUIPMENT MUST BE TURNED OFF BEFORE GETTING OFF.

13. OTHER THAN THE DRIVER, NO ONE SHOULD RIDE ON ANY EQUIPMENT UNLESS THE EQUIPMENT HAS DESIGNATED RIDING PLACES.

14. IF EQUIPMENT IS PARKED, THE PARKING BRAKE MUST BE USED, AND THE KEY REMOVED.

15. ROTATING WARNING LIGHTS NEED TO BE USED WHEN THE EQUIPMENT IS IN OPERATION.

16. TRIANGULAR ORANGE "SLOW" SIGNS NEED TO BE MOUNTED TO THE REAR OF THE EQUIPMENT.

17. NEVER OPERATE EQUIPMENT UNLESS EXPERIENCED OR THOROUGHLY TRAINED.

18. WEAR SAFETY GOGGLES.

19. BEFORE STARTING EQUIPMENT, CHECK ITEMS SUCH AS FUEL, WATER, OIL AND OTHER OPERATING NEEDS FOR THE UNIT.

20. NEW OPERATORS NEED TO BE SUPERVISED BY EXPERIENCED OPERATORS.

21. SOMEONE SHOULD GUIDE THE BACKING OF THE EQUIPMENT. THE GUIDE PERSON NEEDS TO STAND OUT OF THE BACKING OPERATION.

22. NEVER OPERATE EQUIPMENT AT SPEEDS EXCEEDING 20 MPH. EQUIPMENT WILL USE THE RIGHT LANE EXCEPT WHEN A LEFT TURN IS REQUIRED. RIGHT-OF-WAY WILL BE GIVEN TO ALL OTHER MOTOR VEHICLES. HEADLIGHTS WILL BE ON AT ALL TIMES WHEN DRIVING ON THE STREETS.

23. RIDING ON THE SIDES, TOOLBOXES, ETC. IS PROHIBITED.

24. CONSUMPTION OF ALCOHOLIC BEVERAGES OR NARCOTICS IS PROHIBITED.

25. TRAILERS ARE TO BE FASTENED SECURELY TO HITCHES. SAFETY PINS IN PINTEL LOCKS WILL BE USED. SAFETY CHAINS WILL BE CROSSED UNDER THE HITCH AND SECURELY FASTENED BEFORE MOVING THE EQUIPMENT.

26. ALL ITEMS TO BE TRANSPORTED EITHER IN / ON EQUIPMENT ARE TO BE SECURELY FASTENED.

HOLD HARMLESS

OCCASIONALLY IT IS NECESSARY TO CONTRACT CERTAIN TASKS TO OTHERS, ALTHOUGH OTHERS ARE PERFORMING THE WORK, INJURIES OR DAMAGE CAUSED DURING THE COURSE OF THE CONTRACTOR'S WORK CAN BECOME YOUR RESPONSIBILITY. THIS RESPONSIBILITY RESULTS BECAUSE THE WORK (WHATEVER IT MIGHT BE) IS DONE ON YOUR BEHALF.

YOU NEED PROTECTION REGARDING THE RESPONSIBILITY FOR OTHERS' WORK DONE ON YOUR BEHALF. THIS PROTECTION INCLUDES THE NEED TO REQUEST THAT ANYONE DOING ANY TYPE OF WORK ON YOUR BEHALF SUPPLY YOU WITH A

CERTIFICATE OF INSURANCE FOR WORKERS' COMPENSATION AND PUBLIC LIABILITY INSURANCE INCLUDING PREMISES AND OPERATIONS, PRODUCTS / COMPLETED OPERATIONS, CONTRACTUAL LIABILITY COVERAGES, AND AUTOMOBILE LIABILITY COVERAGES.

IN ADDITION, ANY CONTRACT WITH THE PERSON OR ORGANIZATION DOING WORK ON YOUR BEHALF NEEDS TO HOLD YOU HARMLESS FOR ANY ACCIDENT CAUSED DUE TO THE OPERATIONS PERFORMED ON YOUR BEHALF.

ALSO, IT IS A GOOD IDEA FOR YOU TO BE NAMED AS AN ADDITIONAL INSURED UNDER THE CONTRACTORS POLICIES FOR THE JOBS BEING DONE BY THEM.

THE INTENT IS TO PASS ACCIDENTS CAUSED BY CONTRACTORS BACK TO THEM RATHER THAN BRINGING THEIR RESPONSIBILITY TO YOUR DOORSTEPS.

HOUSEKEEPING

MANY PAINFUL & DISABLING INJURIES ARE CAUSED WHEN EMPLOYEES ARE STRUCK BY FALLING OBJECTS OR TRIP OVER MISPLACED OBJECTS. FREQUENTLY, EMPLOYEES' INJURIES & PROPERTY DAMAGE ARE CAUSED BY POOR HOUSEKEEPING PRACTICES. THE BEST PROTECTION AGAINST THESE HAZARDS IS A GOOD HOUSEKEEPING PROGRAM.

WHEN MATERIALS ARE STORED PROPERLY, MANY POTENTIAL ACCIDENTS ARE PREVENTED. THROUGH CAREFUL PLANNING PRIOR TO LAYING OUT OF A JOB, TRIPPING HAZARDS CAN BE AVOIDED & MANY STRAINS, FRACTURES & BRUISES THAT MIGHT OTHERWISE RESULT FROM FALLS CAN BE PREVENTED.

ASIDE FROM ACCIDENT PREVENTION BENEFITS, GOOD HOUSEKEEPING ENCOURAGES EFFICIENT PERFORMANCE. MATERIALS, TOOLS & EQUIPMENT SHOULD ALL HAVE A DESIGNATED PLACE FOR ORDERLY STORAGE.

WHEN RETURNED TO THE PROPER PLACE AFTER USE, THEY ARE EASIER TO FIND WHEN NEEDED AGAIN. PROPER STORAGE ALSO MAKES IT EASIER TO CONDUCT REGULAR INSPECTION FOR DAMAGE AND / OR WEAR TO YOUR EQUIPMENT.

THE PRACTICE OF MAINTAINING A CLEAN & ORDERLY WORKPLACE ENVIRONMENT; THIS INCLUDES THE ELIMINATION OF CLUTTER, SPILLS & SIMILAR HAZARDS AS WELL AS ENSURING TOOLS & EQUIPMENT ARE MAINTAINED IN A SAFE CONDITION & STORAGE LOCATION. IN ADDITION, IT SHALL INCLUDE THE REMOVAL & STORAGE OF WASTE, TRASH & SIMILAR ITEMS.

THE FOLLOWING SAFETY PROCEDURES SHOULD BE FOLLOWED:

1. ALL PLACES OF EMPLOYMENT, PASSAGEWAYS, STOREROOMS & SERVICE ROOMS SHOULD BE KEPT CLEAN & ORDERLY & IN A SANITARY CONDITION.

2. THE FLOOR OF EVERY WORKROOM SHOULD BE MAINTAINED IN A CLEAN AND DRY CONDITION. WHERE WET PROCESSES ARE USED, DRAINAGE SHOULD BE MAINTAINED & RAISED FLOORS, PLATFORMS, MATS OR OTHER TECHNIQUES SHOULD BE UTILIZED TO PROVIDE A DRY WORK PLACE.

3. EVERY FLOOR, WORKING PLACE & PASSAGE WAY SHOULD BE KEPT FREE FROM PROTRUDING NAILS, SPLINTERS, HOLES & LOOSE OR BROKEN BOARDS.

4. AISLES & PASSAGEWAYS SHOULD BE KEPT CLEAR & IN GOOD REPAIR, WITH NO OBSTRUCTION ACROSS OR PROTRUDING INTO AISLES TO CREATE A HAZARD.

5. PERMANENT AISLES & PASSAGEWAYS SHOULD BE APPROPRIATELY MARKED & ARRANGED SO AS TO MINIMIZE PEDESTRIAN TRAFFIC IN WORK AREAS.

6. TOOLS & EQUIPMENT SHOULD BE RETURNED TO THEIR PROPER PLACE WHEN NOT IN USE.

7. EXTENSION CORDS, AIR HOSES, WATER HOSES, LADDERS, PIPES, TOOLS, ETC., SHOULD BE LAID OUT IN SUCH A WAY TO MINIMIZE TRIPPING HAZARDS OR OBSTRUCTION TO TRAFFIC.

8. LOFTS OR PLATFORMS SHOULD BE PROVIDED WITH ADEQUATE 4" HIGH TOE BOARDS TO PREVENT OBJECTS FROM ROLLING OVER THE EDGE.

9. MATERIAL STORED ON RACKS OR HOOKS SHOULD BE SECURED FROM FALLING. WALKWAYS SHOULD BE ROUTED AROUND THE RACKS OR A SECURE PASSAGEWAY PROVIDED. LOAD LIMITS SHOULD BE ESTABLISHED AND POSTED ON LOFT STORAGE AREAS.

10. GOOD HOUSEKEEPING PRACTICES SHOULD BE EMPLOYED AT ALL WORK SITES. PARTICULAR ATTENTION SHOULD BE GIVEN TO REMOVAL OF ALL TRIPPING HAZARDS & OBSTRUCTIONS WHICH COULD CAUSE INJURY OR DELAY WORK IN PROGRESS.

11. SUPERVISORS SHOULD TAKE IMMEDIATE CORRECTIVE ACTION TO ELIMINATE ANY UNSAFE ACTS OR CONDITIONS, WHICH WOULD RESULT IN AN ACCIDENT.

12. MAINTAIN ADEQUATE LIGHTING. REPLACE BURNED OUT BULBS PROMPTLY.

13. CARELESS DISPOSAL OF TRASH & COMBUSTIBLE WASTE IS A FACTOR IN MANY SERIOUS FIRE LOSSES. THE RANDOM DISCARDING OF TRASH IS UNSAFE & UNSANITARY & SHOULD NOT BE TOLERATED IN ANY WORK PLACE.

14. EACH EMPLOYEE IS RESPONSIBLE FOR OBSERVING RULES & PROCEDURES CONCERNING HOUSEKEEPING & ACTIVELY PARTICIPATING IN ELIMINATION OF HAZARDS CREATED BY LACK OF CLEANLINESS & ORDER.

15. EMPLOYEES ARE RESPONSIBLE FOR THE CLEANLINESS & THE APPEARANCE IN / AROUND THEIR WORK AREA.

16. ALL UNNECESSARY OBJECTS, WASTE & ACCUMULATIONS IN WORK AREAS OR BUILDINGS WILL BE DISPOSED OF SO AS TO MAINTAIN A NEAT WORK PLACE.

17. MATERIALS & EQUIPMENT SHOULD NOT BE STACKED OR PILED ON TOP OF EACH OTHER, EXCEPT WHERE SPECIFICALLY DESIGNED FOR THIS PURPOSE.

18. OILY RAGS, WASTE & SIMILAR REFUSE ARE SUBJECT TO SPONTANEOUS COMBUSTION &SHALL NOT BE ALLOWED TO ACCUMULATE IN OR ABOUT BUILDINGS, GROUNDS OR MACHINES. THEY MUST BE PUT IN SUITABLE WASTE CONTAINERS.

19. EXPLOSIVE WASTE SHALL BE HANDLED SEPARATELY.

    CAUTION: DO NOT PLACE INERT & EXPLOSIVE WASTE IN THE SAME CONTAINER.

20. HIGH STANDARDS OF HOUSEKEEPING SHALL BE MAINTAINED AT ALL TIMES.

21. A CLEAN WORKPLACE IS EVERY EMPLOYEE'S BUSINESS.

OIL / GREASE SPILLS

1. OIL / GREASE IS SLIPPERY. ON THE FLOOR, HANDS OR MATERIALS IT CAN CAUSE HARD FALLS AND DANGEROUS SLIPS.

2. OIL / GREASE IS FLAMMABLE. FIRES START EASILY AND SPREAD FAST IF OILY RAGS AND MATERIAL ARE EXPOSED TO FLAME.

3. KEEP OIL / GREASE WIPED UP OFF THE FLOOR AND KEEP HANDS AND THINGS HANDLED AS SLIP PROOF AS POSSIBLE. USE ABSORBENT GRANULES ON THE REMAINING RESIDUE.

4. PUT OILY / GREASY WASTE IN THE SAFETY CONTAINERS PROVIDED.

5. OBSERVE STRICTLY THE "NO SMOKING" RULES AND RULES GOVERNING ANY USE OF FLAME.

6. OIL / GREASE IS A HANDY HELPER WHEN IT'S TREATED RIGHT. KEEP IT THAT WAY.

7. PROLONGED EXPOSURE OF BODY PARTS TO OIL / GREASE CAN CAUSE CANCER.

A CLEAN JOB IS A SAFE JOB!

THE COSTS OF SLIPS AND FALLS

* THE PAIN EXPERIENCED AS A RESULT OF AN INJURY DOESN'T QUIT AT THE END OF THE WORKDAY. IT STAYS WITH YOU ROUND THE CLOCK.

* YOU LOSE TIME AWAY FROM WORK AND PLAY. YOU MAY LOSE YOUR MOBILITY TEMPORARILY /PERMANENTLY.

* *100% RECOVERY FROM A SERIOUS FALL IS RARE. YOUR INJURY COULD* RESTRICT YOU FROM OTHER ACTIVITIES IN THE FUTURE.

UNSAFE ACTS

YOUR UNSAFE ACTS CAN BE RESPONSIBLE FOR YOUR OWN SLIPS, TRIPS AND FALLS AS WELL AS THOSE OF CO WORKERS.

WHAT ARE UNSAFE ACTS?

UNSAFE ACTIONS:

* RUNNING

* HORSEPLAY

* CLIMBING WHEN FATIGUED OR ILL

* INATTENTION WHEN WALKING OR CLIMBING

* TILTING BACKWARDS IN CHAIRS

* OVER REACHING ON A LADDER

* CHANGING DIRECTIONS SUDDENLY OR STOPPING QUICKLY

NOT FOLLOWING SAFETY PROCEDURES:

* USING MAKESHIFT EQUIPMENT, SUCH AS BOXES OR A CHAIR, INSTEAD OF A LADDER

* USING LADDERS OR OTHER PIECES OF EQUIPMENT THAT ARE IN DISREPAIR

WEARING IMPROPER FOOTWEAR:

* WEARING DIRTY OR GREASY SHOES

* NOT WEARING THE PROPER SHOES FOR FLOOR CONDITIONS

* WEARING SHOES IN DISREPAIR

* WEARING SHOES WITH UNTIED LACES

CARELESS MATERIALS HANDLING:

* CARRYING LOADS THAT ARE TOO LARGE

* CARRYING LOADS THAT BLOCK VISION

POOR HOUSEKEEPING PRACTICES:

* LEAVING TOOLS OR EQUIPMENT SCATTERED ON FLOORS

* NOT USING DESIGNATED STORAGE LOCATIONS

* LEAVING DRAWERS OPEN

* NOT CLEANING UP A SPILL

REGULAR MEETING DATED FEBRUARY 5, 2002

UNSAFE CONDITIONS

UNSAFE CONDITIONS ARE ALSO RESPONSIBLE FOR SLIPS, TRIPS AND FALLS.

WHAT ARE THE UNSAFE CONDITIONS YOU SHOULD BE ON THE LOOKOUT FOR?

UNSAFE WALKING AND WORKING SURFACES:

* **WET WALKWAYS**
* **CHIPPED TILES**
* **SNOW AND ICE**
* **UNEVEN FLOORING**
* **HOLES, TRENCHES, OPEN MANHOLES**
* **POLISHED SURFACES**
* **LOOSE / TORN CARPETING**
* **LOOSE THREAD ON STAIRS**

BLOCKED WALKWAYS:

* **OBJECTS LEFT IN AISLES**
* **AISLES USED AS STORAGE AREAS**
* **CABLES, HOSES, CORDS STRETCHED ACROSS WALKWAYS, STAIRWELLS**
* **POORLY LIT WALKWAYS**

UNSAFE EQUIPMENT:

* **LADDERS / SCAFFOLDS IN DISREPAIR**
* **PLATFORMS / CATWALKS WITHOUT GUARDRAILS**
* **IMAGINE THE DANGER OF COMBINING AN UNSAFE CONDITION WITH AN UNSAFE ACT!**
* **HURRYING ON A SLIPPERY FLOOR**
* **CARRYING A LOAD THAT IS TOO LARGE TO SEE OVER A DIMLY LIT STAIRWELL**
* **WEARING GREASY SHOES WHILE CLIMBING A LADDER THAT IS IN DISREPAIR**

DON'T
TAKE RISK
WITH YOUR SAFETY!
IF YOU DISCOVER AN UNSAFE CONDITION,

REPORT IT OR CORRECT IT IMMEDIATELY.

STAIR SAFETY:

OVER A MILLION INJURIES INVOLVING STAIRS OCCUR ANNUALLY. THAT'S MORE THAN 500 PEOPLE INJURED OUT OF EVERY 100,000 IN THE UNITED STATES. HERE'S HOW TO AVOID BEING ONE OF THEM.

* **PAY ATTENTION. DISTRACTIONS CAUSE ACCIDENTS ON STAIRS.**
* ***USE HANDRAILS FOR SUPPORT.***
* **TAKE ONE STEP AT A TIME.**

* REMOVE, REPAIR OR REPORT LOOSE STAIR TREADS.

* TURN LIGHTS ON IN STAIRWELLS. IF A LIGHT BULB IS BURNED OUT, REPLACE THE BULB IMMEDIATELY OR, IF YOUR NOT AUTHORIZED TO DO SO, REPORT THE SITUATION TO SOMEONE WHO CAN TAKE CARE OF IT.

* KEEP YOUR VISION CLEAR. DON'T CARRY A LOAD THAT BLOCKS YOUR VIEW.

* GET HELP OR TAKE MORE THAN ONE TRIP WHEN CARRYING LOADS ON STAIRS.

* PRACTICE GOOD HOUSEKEEPING. IF THERE'S A SPILL OR DEBRIS ON THE STAIRS, CLEAN IT UP.

* DON'T STOP QUICKLY OR CHANGE DIRECTION SUDDENLY.

WATCH YOUR STEP!

FALLS FROM HIGH PLACES:

FALLS FROM HIGH PLACES OCCUR LESS FREQUENTLY THAN SLIPS AND TRIPS, BUT ALMOST EVERY FALL FROM A HIGH PLACE IS SERIOUS. STUDIES HAVE SHOWN THAT HALF OF ALL PEOPLE HITTING A HARD SURFACE WITH A VELOCITY OF 18 MPH (27 FEET PER SECOND) WILL BE KILLED. THIS MEANS THAT YOU CAN DIE FROM A FALL FROM ONLY 11 FEET! SO DON'T TAKE CHANCES.

KEEP THESE TIPS IN MIND TO PROTECT YOUR FAMILY:

* INSPECT LADDERS CAREFULLY BEFORE USING THEM.

* MAKE SURE SCAFFOLDING IS SECURE AND WILL HOLD THE WEIGHT.

* WEAR A SAFETY BELT WHENEVER IT'S REQUIRED BY THE SAFETY RULES.

* OBEY THE FOUR TO ONE RULE WHEN USING EXTENSION LADDERS AND SET THE LADDER BASE 1 FOOT FROM THE SUPPORTING STRUCTURE FOR EACH 4 FEET OF WORKING LADDER HEIGHT.

* NEVER REACH MORE THAN ONE ARM'S LENGTH IN ANY DIRECTION.

WATCH YOUR FEET:

WEARING THE PROPER FOOTWEAR (AND USING IT PROPERLY) CAN HELP PREVENT SLIPS, TRIPS AND FALLS TOO.

* TIE YOUR SHOELACES

* REPLACE OR REPAIR SHOES WITH FLAPPING SOLES OR BROKEN OR WORN DOWN HEELS.

* WEAR COMFORTABLE, WELL FITTING SHOES.

* CHOOSE THE RIGHT TYPE OF SOLED SHOES.SLIP INJURIES CAN BE AVOID ED BY INCREASING THE FRICTION BETWEEN THE SOLE OF THE SHOE AND THE SURFACE OF THE FLOOR.

ASK YOUR SUPERVISOR OR SAFETY DIRECTOR WHICH SHOES ARE BEST FOR YOUR WORK AREA.

SURVIVING A FALL:

IN 1942, LT. I.M. CHISOV (U.S.S.R.) BAILED OUT OF HIS SERIOUSLY DAMAGED AIRPLANE WITHOUT A PARACHUTE AND SURVIVED A FALL OF 21,980 FEET. HE SUFFERED A FRACTURED PELVIS AND SEVERE SPINAL DAMAGE. BUT HE LIVED TO TALK ABOUT HIS INCREDIBLE EXPERIENCE.

THE ODDS OF SURVIVING SUCH A FALL ARE ALMOST NONEXISTENT, OF COURSE AND FORTUNATELY, MOST OF US WILL NEVER FALL THAT DISTANCE - BUT FALLS FROM LESSER HEIGHTS CAN ALSO RESULT IN SERIOUS INJURY OR EVEN DEATH. PREVENTION IS THE BEST CURE FOR FALLS. BUT IF YOU DO FALL, FALLING THE RIGHT WAY MAY MEAN A SAFER AND LESS PAINFUL FALL. THE SEVERITY OF YOUR FALL DEPENDS ON THREE MAJOR FACTORS:

1. THE POSITION OF YOUR BODY ON IMPACT.

2. HOW FAST YOU FALL / THE VELOCITY

3. HOW QUICKLY YOU STOP THE FALL / DECELERATE.

HOW TO FALL:

ACROBATS, STUNTMEN AND PARATROOPERS FALL ALL THE TIME AND THEY SELDOM GET HURT. WHY? BECAUSE THEY KNOW HOW TO FALL. SO TAKE A TIP FROM THEM-AND IF THE WORST HAPPENS AND YOU START TO FALL FOLLOW THESE GUIDELINES FOR A SAFER FALL:

* TRY TO REMAIN CALM:

  STIFFENING YOUR BODY IN ANTICIPATION OF IMPACT INCREASES YOUR CHANCES OF SERIOUS INJURY.

* YELL:

  HOLDING YOUR BREATH ISN'T A GOOD IDEA BECAUSE ITS RESULTS IN INTERNAL COMPRESSION WHICH CAN CAUSE INJURY.

* TUCK YOUR HEAD INTO YOUR SHOULDER:

  TO PREVENT WHIPLASH AND INJURY TO YOUR HEAD.

* STRIKE THE GROUND WITH YOUR ARM OR HAND:

  TO ABSORB INITIAL IMPACT. PLACE YOUR PALMS FLAT AND EXTEND YOUR FINGERS. PERMIT THE ARMS TO BEND AT THE JOINTS WHILE TUCKING THEM IN CLOSE TO YOUR BODY. PAINFUL AS THIS MAY BE, IT'S BETTER TO BREAK AN ARM THAN YOUR SPINE.

* AS YOU HIT THE SURFACE, ROLL TO A WELL-PADDED PART OF YOUR BODY:

  SUCH AS THIGHS, BUTTOCKS OR SHOULDERS TO REDUCE THE IMPACT OR MORE FRAGILE BODY PARTS. TO PROTECT YOUR BACK, DON'T LAND DIRECTLY ON YOUR POSTERIOR.

REPORT ANY SLIPS, TRIPS OR FALLS IMMEDIATELY TO YOUR SUPERVISOR

CORRECT THE PROBLEM BEFORE SOMEONE ELSE GETS HURT

FIRST AID FOR SLIPS, TRIPS AND FALLS:

HOW TO REACT IN EMERGENCIES INVOLVING SLIPS, TRIPS AND FALLS CAN MAKE A BIG DIFFERENCE. ON THE NEXT FEW PAGES, YOU'LL FIND OUT WHAT TO DO IN THE EVENT OF AN EMERGENCY INVOLVING A FRACTURE, A HEAD TRAUMA, A SPINAL INJURY, A STRAIN AND A SPRAIN.

PLEASE REVIEW AND REMEMBER THESE BASIC FIRST AID STEPS.

FRACTURES:

A FRACTURE IS A BREAK (OR CRACK) OF A BONE. SYMPTOMS INCLUDE BRUISING, INABILITY TO MOVE THE AFFECTED AREA NORMALLY, PAIN, DEFORMITY, TENDERNESS, EXPOSED BONE ENDS, AND SWELLING. THERE ARE TWO BASIC TYPES OF FRACTURES. HERE ARE FIRST AID STEPS.

WHAT TO DO FOR A CLOSED FRACTURE (BROKEN BONE DOESN'T PENETRATE THE SKIN):

* APPLY COLD COMPRESSES DIRECTLY TO AREA.

* STABILIZE THE INJURED AREA. SPLINT IF NECESSARY. (SPLINTING MAY NOT BE NECESSARY IF VICTIM CAN PROVIDE SUFFICIENT SUPPORT AND IMMOBILITY).

WHAT TO DO FOR AN OPEN FRACTURE (BROKEN BONE PENETRATES SKIN):

* GET HELP!

STRAIN:

A STRAIN IS A TORN OR FORCIBLY OVER STRETCHED MUSCLE FIBER OR TENDON. SYMPTOMS INCLUDE SUDDEN SHARP PAIN IN THE MUSCLE AREA, CRAMPS, GRADUAL STIFFNESS, SWELLING AND POSSIBLE DISCOLORATION.

TO TREAT:

* IMMOBILIZE THE AREA. FIRM SUPPORT OF THE AREA IS NECESSARY. APPLY COLD COMPRESS FOR 20 MINUTES EVERY 3/4 HOURS FOR A 24-HOUR PERIOD.

* ANTI -INFLAMMATORY MEDICATION WILL HELP REDUCE PAIN AND SWELLING. (NOTE: ANTI-INFLAMMATORY MEDICATION CAN CAUSE STOMACH IRRITATION. DON'T USE IT IF YOUR STOMACH IS SENSITIVE TO IT) IF YOU CAN'T TAKE ANTI-INFLAMMATORY MEDICINE, ACETAMINOPHEN (NON-ASPIRIN) WILL HELP CONTROL THE PAIN.

* DEPENDING ON THE SEVERITY OF THE STRAIN, MEDICAL ATTENTION MAY BE REQUIRED.

SPRAIN:

A SPRAIN RESULTS WHEN A LIGAMENT OR THE FIBERS OF A LIGAMENT ARE TORN. SYMPTOMS INCLUDE PAIN, SWELLING, TENDERNESS AND DISCOLORATION.

* IMMOBILIZE THE AREA AND ELEVATE IT. FIRM SUPPORT OF THE AREA IS NECESSARY. APPLY COLD COMPRESSES FOR 20 MINUTES EVERY 3/4 HOURS FOR A 24-HOUR PERIOD.

* ANTI-INFLAMMATORY MEDICATION WILL HELP REDUCE PAIN AND SWELLING.

* OFTEN IT IS DIFFICULT TO TELL A SEVERE SPRAIN FROM A FRACTURE. MEDICAL ATTENTION MAY BE REQUIRED.

IMPORTANT:

IF YOU EXPERIENCE PERSISTENT PAIN, NUMBNESS OR TINGLING AROUND THE AFFECTED AREA AFTER THIS CONSERVATIVE TREATMENT, MEDICAL ATTENTION MAY BE REQUIRED.

* IF NECESSARY, CONTROL BLEEDING BY APPLYING GENTLE PRESSURE ABOVE THE FRACTURE SITE.

* COVER WITH STERILE DRESSING.

* STABILIZE THE INJURED AREA. SPLINT ONLY IF HELP IS NOT ON THE WAY AND SPLINTING IS NECESSARY TO MOVE THE VICTIM.

* MONITOR AND TREAT FOR SHOCK.

* SEEK MEDICAL ATTENTION IMMEDIATELY.

WHAT NOT TO DO FOR A SUSPECTED FRACTURE OF EITHER TYPE:

* DO NOT FORCE ANYONE TO USE A PAINFUL BODY PART.

* DO NOT STRAIGHTEN A MISHAPPENED BONE.

* DO NOT MOVE VICTIM IF NECK OR SPINE INJURY IS SUSPECTED, UNLESS ABSOLUTELY NECESSARY.

* DO NOT MOVE UNTIL INJURY HAS BEEN IMMOBILIZED.

* DO NOT REMOVE SHOES, BOOTS OR CLOTHES AROUND A POSSIBLE FRACTURE.

* DO NOT SPLINT IF IT CAUSES PAIN.

SYMPTOMS OF HEAD TRAUMA:

SYMPTOMS OF HEAD TRAUMA INCLUDE HEADACHE AND DIZZINESS, BUMP ON THE HEAD, NAUSEA AND VOMITING, FLUID SEEPING FROM THE EAR AND NOSE, SLEEPINESS, INAPPROPRIATE BEHAVIOR AND UNEQUALLY DILATED PUPILS.

WHAT TO DO:

* IMMOBILIZE THE NECK, IF INJURY IS SUSPECTED.
* MONITOR THE ABC'S (AIRWAY, BREATHING, CIRCULATION) AND GET HELP.
* CONTROL BLEEDING.
* WATCH FOR SIGNS OF SERIOUS HEAD TRAUMA

  * INCREASING SLEEPINESS
  * PROJECTILE
  * VOMITING
  * SEIZURES
  * LOSS OF FUNCTION OF BODY PARTS.
* KEEP VICTIM CALM AND STILL UNTIL MEDICAL HELP ARRIVES.

WHAT NOT TO DO:

* DO NOT MOVE HEAD
* DO NOT GIVE ANYTHING BY MOUTH.
* DO NOT TRY TO KEEP VICTIM AWAKE.

SPINAL INJURY:

SUSPECT SPINAL INJURY WHEN THERE HAS BEEN A FALL OR OTHER MAJOR FORCE AGAINST THE BODY.

SYMPTOMS INCLUDE BACK OR NECK PAIN, ANY TRAUMA TO HEAD OR FACE, LOSS OF SENSATION AND FUNCTION OF EXTREMITIES.

WHAT NOT TO DO:

* DO NOT MOVE THE VICTIM UNLESS THERE'S A DANGER OF FIRE, EXPLOSION OR OTHER LIFE THREATENING INCIDENT.
* DO NOT PUT A PILLOW UNDER THE VICTIM'S HEAD.
* DO NOT GIVE VICTIM ANYTHING TO EAT OR DRINK.

KEEP ON YOUR TOES:

RUN THROUGH THIS CHECKLIST TO SEE IF YOU'RE DOING EVERYTHING POSSIBLE TO AVOID SLIPS, TRIPS AND FALLS.

DO YOU . . .

* WALK INSTEAD OF RUN.
* PRACTICE GOOD HOUSEKEEPING ON THE JOB.
* WEAR SHOES THAT ARE COMFORTABLE AND IN GOOD CONDITION.
* STAY ALERT FOR SLIPPING AND TRIPPING HAZARDS.
* TAKE CARE WHEN WALKING ON ICE, SNOW OR OTHER SLIPPERY SURFACES.
* FOLLOW SAFETY RULES, ESPECIALLY FOR LADDERS AND SCAFFOLDING.
* REMOVE, REPAIR OR REPORT UNSAFE CONDITIONS THAT MIGHT CAUSE SOMEONE TO SLIP, TRIP OR FALL.
* TAKE SPECIAL CARE WHEN CLIMBING OR DESCENDING STAIRS.

* KNOW HOW TO FALL SO THAT IF THE WORST HAPPENS YOU'LL HAVE A SAFER, LESS PAINFUL FALL.
* KNOW THE PROPER FIRST AID PROCEDURES FOR FALL VICTIMS.
* PRACTICE SAFE MATERIALS HANDLING.
* USE SPECIAL SAFETY EQUIPMENT WHEN NECESSARY.

LADDER REQUIREMENTS

PORTABLE WOOD LADDERS:

APPLICATION OF REQUIREMENTS:

THIS SECTION PRESCRIBES RULES AND ESTABLISHED MINIMUM REQUIREMENTS FOR THE CONSTRUCTION CARE AND USE OF COMMON TYPES OF WOOD LADDERS IN NORMAL USE.

MATERIALS; REQUIREMENTS APPLICABLE TO ALL WOOD PARTS:

ALL WOOD PARTS MUST BE FREE OF SHARP EDGES AND SPLINTERS; SOUND AND VISUALLY INSPECTED TO BE FREE OF SHAKE, COMPRESSION FAILURES, DECAY OR OTHER IRREGULARITIES. LOW DENSITY WOOD MUST NOT BE USED.

CONSTRUCTION REQUIREMENTS:

PORTABLE STEPLADDERS:

STEPLADDERS MUST NOT BE OVER 20 FEET LONG. THERE ARE THREE TYPES.

TYPE I: INDUSTRIAL STEPLADDERS, THREE TO 20 FT., FOR HEAVY DUTY, SUCH AS UTILITIES, CONTRACTORS AND INDUSTRIAL USE.

TYPE II: COMMERCIAL STEPLADDERS, THREE TO 12 FT., FOR MEDIUM DUTY, SUCH AS PAINTERS, OFFICES, AND LIGHT INDUSTRIAL USE.

TYPE III: HOUSEHOLD STEPLADDERS, THREE TO 6 FT., FOR LIGHT DUTY, SUCH AS LIGHT HOUSEHOLD USE.

GENERAL REQUIREMENTS:

STEPS MUST BE UNIFORMLY SPACED NOT MORE THAN 12 INCHES APART. STEPS MUST BE PARALLEL AND LEVEL WHEN THE LADDER IS IN USE. SIDE RAILS MUST BE AT LEAST 11 ½ INCHES APART AT THE TOP AND SPREAD AT LEAST ONE INCH FOR EACH FOOT OF LENGTH DOWN TO THE BOTTOM. EACH STEPLADDER MUST HAVE A METAL SPREADER OR LOCKING DEVICE CAPABLE OF HOLDING THE FRONT AND BACK SECTIONS OPEN. THE SPREADER MUST HAVE ALL SHARP POINTS COVERED OR REMOVED. FOR TYPE III STEPLADDERS, THE PAIL SHELF AND SPREADER MAY BE COMBINED IN ONE UNIT.

PORTABLE RUNG LADDERS:

SINGLE LADDER:

SINGLE LADDERS MUST NOT BE OVER 30 FEET LONG.

TWO SECTION LADDER:

TWO SECTION EXTENSION LADDERS MUST NOT BE OVER 60 FEET LONG. THESE LADDERS MUST HAVE TWO SECTIONS, ONE FITTING WITHIN THE SIDE RAILS OF THE OTHER AND ARRANGED SO THE UPPER SECTION CAN BE RAISED AND LOWERED.

SECTIONAL LADDER:

ASSEMBLED COMBINATIONS OF SECTIONAL LADDERS MUST NOT BE LONGER THAN THE LENGTHS SPECIFIED.

TRESTLE AND EXTENSION TRESTLE LADDER:

TRESTLE LADDERS OR EXTENSION SECTION OR BASE SECTIONS OF EXTENSION TRESTLE LADDERS MUST NOT BE OVER 20 FEET LONG.

PAINTER'S STEPLADDER:

THESE LADDERS MUST NOT BE OVER 12 FEET LONG.

MASON'S LADDER:

THESE LADDERS ARE A SPECIAL TYPE OF SINGLE LADDER INTENDED FOR HEAVY CONSTRUCTION WORK. THEY MUST NOT BE OVER 40 FEET LONG.

TROLLEY AND SIDE ROLLING LADDER:

LENGTH - THESE LADDERS MUST NOT BE OVER 20 FEET LONG.

CARE AND USE OF LADDERS:

CARE:

TO INSURE SAFETY AND SERVICE ABILITY:

MAINTAIN LADDERS IN GOOD CONDITION AT ALL TIMES, WITH THE JOINT BETWEEN STEPS AND SIDE RAILS TIGHT, ALL HARDWARE AND FITTINGS SECURELY ATTACHED, AND MOVING PARTS OPERATING FREELY WITHOUT BINDING OR UNDUE PLAY. FREQUENTLY LUBRICATE THE METAL BEARINGS OF LOCKS, WHEEL PULLEYS, ETC. REPLACE FRAYED OR BADLY WORN ROPES. KEEP SAFETY FEET AND OTHER AUXILIARY DEVICES IN GOOD CONDITION. INSPECT LADDERS FREQUENTLY. THOSE WHICH HAVE DEVELOPED DEFECTS MUST BE WITHDRAWN FROM SERVICE FOR REPAIR OR DESTRUCTION AND TAGGED OR MARKED:

"DANGEROUS, DO NOT USE"

RUNGS SHOULD BE KEPT FREE OF GREASE AND OIL.

USE:

TAKE THE FOLLOWING PRECAUTIONS WHEN USING LADDERS:

USE PORTABLE RUNG AND CLEAT LADDERS, WHERE POSSIBLE, AT SUCH A PITCH THAT THE HORIZONTAL GROUND DISTANCE FROM DIRECTLY BELOW THE TOP SUPPORT TO THE FOOT OF THE LADDER IS ONE QUARTER OF THE WORKING LENGTH OF THE LADDER. THE LADDER MUST BE PLACED TO PREVENT SLIPPING OF LASHED OR HELD IN POSITION. NEVER USE LADDERS HORIZONTALLY AS PLATFORMS, RUNWAYS OR SCAFFOLDS. LADDERS SHOULD NOT BE USED BY MORE THAN ONE PERSON AT A TIME, OR WITH LADDER JACKS AND SCAFFOLD PLANKS FOR MORE THAN ONE PERSON. IN SUCH CASES, SPECIALLY DESIGNED LADDERS WITH DIMENSIONS LARGER THAN THOSE SPECIFIED IN THESE STANDARDS SHOULD BE PROCURED. PLACE PORTABLE LADDERS SO THEY HAVE SECURE FOOTING. THE TOP REST FOR PORTABLE RUNG AND CLEAT LADDERS MUST BE REASONABLY RIGID AND HAVE AMPLE STRENGTH TO SUPPORT THE APPLIED LOAD. DO NOT PLACE LADDERS IN FRONT OF DOORS OPENING TOWARD THE LADDER UNLESS THE DOOR HAS BEEN BLOCKED OPEN, LOCKED OR GUARDED. DO NOT PLACE LADDERS ON BOXES, BARRELS OR OTHER UNSTABLE BASES TO OBTAIN ADDITIONAL HEIGHT. DO NOT USE ANY LADDER WITH BASES OR MISSING STEPS, RUNGS OR CLEATS, BROKEN SIDE RAILS OR OTHER FAULTY EQUIPMENT. DO NOT MAKE IMPROVISED REPAIRS. DO NOT SPLICE SHORT LADDERS TOGETHER TO MAKE LONG SECTIONS. DO NOT USE LADDERS MADE BY FASTENING CLEATS ACROSS A SINGLE RAIL. DO NOT USE LADDERS OR GUYS, BRACES, SKIDS OR FOR ANY OTHER PURPOSE THAN AS A LADDER. DO NOT USE THE TOPS OF ORDINARY STEPLADDERS AS STEPS. ON TWO SECTION EXTENSION LADDERS, THOSE UP TO AND INCLUDING 36 FEET MUST HAVE A MINIMUM OVERLAP OF 3 FEET; LADDERS 36 TO 48 FEET LONG, A FIVE-FOOT OVERLAP. PORTABLE RUNG LADDERS WHOSE SIDE RAILS ARE REINFORCED BY A STEEL WIRE, ROD OR STRAP MUST BE USED WITH THE METAL REINFORCEMENT ON THE UNDER SIDE. LADDERS USED TO GET ONTO A ROOF SHOULD EXTEND AT LEAST THREE FEET ABOVE THE SUPPORT AT THE EAVE, GUTTER OR ROOFLINE. THE MIDDLE OR TOP SECTIONS OF A WINDOW CLEANER'S LADDER SHOULD NOT BE USED AS THE BOTTOM SECTION UNLESS THEY ARE EQUIPPED WITH SAFETY SHOES.

PORTABLE RUNG LADDERS SHOULD HAVE NON-SLIP BASES WHEN THERE IS A SLIPPING HAZARD. NONSLIP BASES ARE NOT A SUBSTITUTE FOR SAFETY IN PLACING, LASHING OR HOLDING A LADDER ON OILY, METAL, CONCRETE OR OTHER SLIPPERY SURFACES. THE BRACING ON THE BACK LEGS OF STEPLADDERS IS DESIGNED ONLY FOR INCREASING STABILITY, NOT FOR CLIMBING.

PORTABLE METAL LADDERS:

GENERAL REQUIREMENTS:

LADDERS MUST BE DESIGNED SO THERE ARE NO STRUCTURAL DEFECTS OR ACCIDENT HAZARDS SUCH AS SHARP EDGES, BURRS, ETC. METAL SELECTED MUST BE STRONG ENOUGH TO MEET THE TEST REQUIREMENTS AND MUST BE PROTECTED AGAINST CORROSION UNLESS INHERENTLY CORROSION RESISTANT. RUNGS OR STEPS MUST BE SPACED ON 12-INCH CENTERS. RUNGS AND STEPS MUST BE CORRUGATED, KNURLED, DIMPLED, and COATED WITH A SKID RESISTANT MATERIAL OR OTHERWISE TREATED TO PREVENT SLIPPING.

GENERAL SPECIFICATIONS:

STRAIGHT / EXTENSION LADDERS:

SIDE RAILS OF A STRAIGHT LADDER OR ANY SECTION OF AN EXTENSION LADDER MUST BE AT LEAST 12 INCHES APART. SINGLE LADDERS OR INDIVIDUAL SECTIONS OF LADDERS MUST NOT BE OVER 46 FEET LONG. LADDERS WITH MORE THAN TWO SECTIONS MUST NOT BE OVER 60 FEET LONG. EXTENSION LADDERS MUST HAVE POSITIVE STOPS TO INSURE THE SPECIFIED OVERLAP.

STEPLADDERS:

A STANDARD LENGTH LADDER MUST BE WITHIN ½ INCH OF THE SPECIFIED LENGTH. STEPLADDERS MUST NOT BE OVER 20 FEET LONG. (THE LENGTH OF THE FRONT RAIL IS THE LENGTH OF THE STEPLADDER). THE FEET OF THE FOUR RAILS MUST BE INSULATING NON-SLIP MATERIAL. EACH STEPLADDER MUST HAVE A METAL SPREADER OR LOCKING DEVICE WHICH WILL HOLD IT SECURELY IN THE OPEN POSITION. THE SPREADER MUST HAVE ANY SHARP POINTS OR EDGES COVERED OR REMOVED.

TRESTLES / EXTENSION TRESTLE LADDERS:

TRESTLE LADDERS OR SECTIONS OF EXTENSION TRESTLE LADDERS MUST NOT BE OVER 20 FEET LONG.

PLATFORM LADDERS:

PLATFORM LADDERS MUST NOT BE OVER 20 FEET LONG AS MEASURED ALONG THE FRONT RAIL FROM FLOOR TO PLATFORM.

GENERAL CARE / MAINTENANCE OF LADDERS:

LADDER EQUIPMENT MUST BE USED AND CARED FOR ACCORDING TO THE FOLLOWING RULES:

CARE OF LADDERS:

MAINTAIN LADDERS IN GOOD USABLE CONDITION. IMMEDIATELY INSPECT ANY LADDER UNDER THE FOLLOWING CONDITIONS: IF A LADDER TIPS OVER, INSPECT FOR DENTS OR BENDS IN SIDE RAILS OR RUNGS; CHECK RUNG-TO-SIDE CONNECTIONS, HARDWARE CONNECTIONS AND RIVETS. IF EXPOSED TO OIL AND GREASE, LADDERS SHOULD BE CLEANED OF SLIPPERY MATERIALS WITH SOLVENT OR STEAM. MARK DEFECTIVE LADDERS AND TAKE THEM OUT OF SERVICE UNTIL REPAIRED.

USE OF LADDERS:

PLACE THE BASE OF THE LADDER SO THAT THE DISTANCE BETWEEN IT AND THE WALL IS EQUAL TO 1/4 THE WORKING LENGTH OF THE LADDER. PORTABLE LADDERS ARE DESIGNED AS ONE-MAN WORKING LADDERS BASED ON A 200-POUND LOAD. PLACE THE LADDER BASE WITH A SECURE FOOTING. PLACE THE

LADDER TOP WITH BOTH RAILS SUPPORTED UNLESS A SINGLE SUPPORT ATTACHMENT IS USED. FACE THE LADDER WHEN GOING UP OR DOWN. DO NOT TIE OR FASTEN LADDERS TOGETHER TO MAKE LONGER SECTIONS. PROPER HARDWARE IS NECESSARY IF THE MANUFACTURE ENDORSES INTENDED OR RECOMMENDED BY

THE MANUFACTURE. METAL LADDERS ARE TO BE USED WITH CAUTION IN ARES WHERE THERE ARE ELECTRIC CIRCUITS.

LADDER AND SCAFFOLD SAFETY

LADDERS PROVIDE ACCESS TO HEIGHTS THAT CANNOT BE REACHED FROM THE GROUND SURFACE OR TO AREAS WHERE USE OF STAIRS AND MECHANICAL LIFT EQUIPMENT IS NOT PRACTICAL. THEY ARE COMMONLY USED AT HOME AND WORK. THEY ARE GENERALLY ACCEPTED, FREQUENTLY ABUSED, AND ALMOST NEVER REGARDED AS A SAFETY HAZARD. CONSEQUENTLY, MANY ACCIDENTS OCCUR AS A RESULT OF IMPROPER LADDER USAGE.

THE MAJOR HAZARD IN USING LADDERS IS A FALL, WHILE OTHER HAZARDS INCLUDE EXCESSIVE LOAD CARRYING, CLIMBING OR DESCENDING TOO FAST, JUMPING AND REACHING OUT TOO FAR WHILE WORKING FROM A LADDER AND FAILURE TO SECURE THE LADDER. THE USE OF METAL LADDERS HAS INTRODUCED ANOTHER POTENTIALLY SEVERE HAZARD SINCE THEY BECOME AN ELECTRICAL CONDUCTOR WHEN THEY ARE IN CONTACT WITH AN ENERGIZED ELECTRICAL SOURCE.

THE FOLLOWING ARE SAFETY PROCEDURES WHICH SHOULD BE FOLLOWED:

1. LADDERS SHOULD MAINTAIN IN GOOD CONDITION AT ALL TIMES. THE JOINTS BETWEEN THE STEPS AND THE SIDE RAILS SHOULD BE TIGHT, ALL HARDWARE AND FITTINGS SECURELY ATTACHED, AND THE MOVEABLE PARTS SHOULD OPERATE FREELY WITHOUT BINDING OR UNDUE PLAY.

2. METAL BEARINGS OF LOCKS, WHEELS, PULLEYS, ETC. SHOULD BE FREQUENTLY LUBRICATED.

3. FRAYED OR BADLY WORN ROPE SHOULD BE REPLACED.

4. SAFETY FEET AND OTHER AUXILIARY EQUIPMENT SHOULD BE KEPT IN GOOD CONDITION TO INSURE PROPER PERFORMANCE.

5. LADDERS SHOULD BE STORED IN SUCH A MANNER AS TO PROVIDE EASE OF ACCESS OR INSPECTION AND TO PREVENT THE DANGER OF AN ACCIDENT WHEN WITHDRAWING THE LADDER FROM USE.

6. LADDERS CARRIED ON VEHICLES SHOULD BE ADEQUATELY SUPPORTED TO AVOID SAGGING AND SECURELY FASTENED IN POSITION. THIS WILL REDUCE DAMAGE DUE TO ROAD SHOCK. CUSHIONING OF THE CONTACT POINTS WILL REDUCE WEAR AND NOISE RESULTING FROM VIBRATIONS.

7. WOOD LADDERS SHOULD BE SANDED TO REMOVE SPLINTERS.

8. LADDERS SHOULD BE INSPECTED FREQUENTLY AND THOSE WHICH HAVE DEVELOPED DEFECTS SHOULD BE WITHDRAWN FROM SERVICE FOR REPAIR OF DESTRUCTION AND TAGGED OR MARKED AS "DANGEROUS, DO NOT USE".

9. STRAIGHT LADDERS SHOULD BE SECURELY POSITIONED WITH THE FEET OR BASE APPROXIMATELY 1/4 OF THE VERTICAL DISTANCE FROM THE GROUND OR FLOOR LEVEL TO THE TOP SUPPORT OF THE LADDER (I.E., IF THE LADDER IS LEANING AGAINST A WALL 8' HIGH, THE FEET OF THE LADDER SHOULD BE SET 2' OUT FROM THE WALL.

10. A STRAIGHT LADDER SHOULD BE LONG ENOUGH TO EXTEND AT LEAST THREE FEET ABOVE THE LEVEL TO WHICH THE EMPLOYEE IS CLIMBING.

11. A LADDER SHOULD NOT BE USED AS A HORIZONTAL PLANK, PLATFORM OR SCAFFOLD. THE INCREASED STRAIN PLACED UPON IT WILL WEAKEN IT OR BREAK IT OUTRIGHT.

12. IF THE BOTTOM OF A LADDER MUST BE PLACED ON AN INSECURE SURFACE, IT SHOULD BE SECURELY TIED AT THE TOP OR AN ASSISTANT SHOULD HOLD IT.

13. EMPLOYEES SHOULD NEVER STAND ON THE TOP OF A STEPLADDER TO WORK.

14. LADDERS SHOULD NOT BE PLACED IN FRONT DOORS OPENING TOWARD LADDER UNLESS THE DOOR IS BLOCKED OPEN, LOCKED OR GUARDED.

15. LADDERS SHOULD NOT BE PLACED ON BOXES, BARRELS OR OTHER UNSTABLE BASES TO OBTAIN ADDITIONAL HEIGHT.

16. ONLY ONE PERSON SHOULD BE ON A LADDER AT ANY ONE TIME.

17. TO SUPPORT THE TOP OF A LADDER ACROSS A WINDOW OPENING, A BOARD SHOULD BE LASHED ACROSS THE BACK OF THE LADDER, EXTENDING ACROSS THE WINDOW AND PROVIDING FIRM SUPPORT AGAINST THE BUILDING WALLS OR WINDOW FRAME.

18. SHORT LADDERS SHOULD NEVER BE SPLICED TOGETHER TO FORM TEMPORARY EXTENSIONS.

19. MUDDY OR SLIPPERY SHOES SHOULD BE CLEANED BEFORE CLIMBING. TENNIS OR STREET SHOES SHOULD NOT BE WORN TO DO LADDER WORK SINCE THEY DO NOT PROVIDE PROPER COMFORT OR SUPPORT TO THE FEET OR LEGS.

20. RUNGS AND STEPS SHOULD BE KEPT CLEAN AND FREE OF GREASE AND OIL.

21. ARTICLES SHOULD NOT BE CARRIED BY HAND WHILE CLIMBING. A HAND LINE OR TOOL BELT SHOULD BE USED TO RAISE OR LOWER TOOLS AND MATERIALS.

22. ALL METAL LADDERS ARE ELECTRICAL CONDUCTORS AND SHOULD NOT BE USED IN THE VICINITY OF ELECTRICAL EQUIPMENT.

23. AREAS WHERE PORTABLE LADDERS ARE USED SHOULD BE KEPT CLEAR OF RUBBISH AND WASTE MATERIALS. UNUSED MATERIALS SHOULD BE SAFELY STORED.

24. EXCEPT FOR SMALL STEP LADDERS AND LIGHTWEIGHT STRAIGHT LADDERS OF 18 FEET OR LESS, NO LESS THAN TWO MEN SHOULD BE DETAILED TO SAFELY SECURE, RAISE OR LOWER A LADDER INTO POSITION.

25. DO USE LADDERS THAT ARE IN GOOD CONDITION-CLEAN, DRY AND FREE OF CRACKED OR BROKEN UPRIGHTS OR RUNGS. USE UNPAINTED LADDERS. PAINT MAY COVER DEFECTS IN MATERIAL AND CONSTRUCTION. INSPECT THE LADDER FOR SPLITS OR CRACKS BEFORE YOU START CLIMBING.

26. DON'T USE A WET, OILY OR DIRTY LADDER, OR ONE WITH BROKEN, PATCHED OR CRACKED UPRIGHTS OR RUNGS. NEVER USE A LADDER WITH MISSING RUNGS. DO NOT CLIMB A LADDER WHEN YOUR SHOES OR HANDS ARE GREASY OR SLIPPERY, OR WHEN WEARING TROUSERS.

27. DO PLACE LADDERS AT AN ANGLE TO PREVENT THEM FROM FALLING BACKWARDS, OR SLIPPING AT THE BOTTOM WITH APPROXIMATELY ONE-QUARTER LADDER LENGTH DISTANCE FROM THE WALL. USE LADDER OF ADEQUATE LENGTH. USE NON-SLIP FEET AT ALL TIMES AND HAVE LADDER HELD OR TIED IF THERE IS A CHANCE THAT THE NON-SLIP FEET WON'T HOLD.

28. DON'T PLACE A LADDER IN FRONT OF UNGUARDED DOOR OPENING. NEVER STAND LADDER ON A BOX, TRUCK OR OTHER MOVEABLE OBJECT, NOR LEAVE THE BOTTOM OF LADDER WITHOUT ADEQUATE PROTECTION AND NEVER LEAN A LADDER AGAINST AN UNSTABLE OBJECT.

29. DO FACE THE LADDER, AND HOLD IT WITH BOTH HANDS WHEN ASCENDING OR DESCENDING. SEE THAT THE LADDER IS PLACED SO THAT THE WORK IS ACCESSIBLE WITHOUT EXCESSIVE REACHING.

30. DON'T EVER SLIDE DOWN A LADDER, NOR ATTEMPT TO ASCEND OR DESCEND WITH YOUR BACK TO THE LADDER.

31. DO KEEP TOOLS AND OTHER MATERIALS BEING USED WHILE ON THE LADDER IN A SAFE TYPE HOLDER, SECURED TO PERSON OR LADDER. USE A HAND LINE TO CONVEY TOOLS OR MATERIALS TO THE TOP OF A LADDER, OR HAVE SOMEONE HAND THEM TO YOU.

32. DON'T PLACE TOOLS OR OTHER MATERIALS ON A LADDER WHERE THEY WILL DROP OFF AND INJURE SOMEONE BELOW. DO NOT CARRY THINGS IN YOUR HANDS UP OR DOWN A LADDER... KEEP YOUR HANDS FREE FOR HOLDING ONTO THE LADDER.

33. DO ARRANGE TO HAVE ONLY ONE MAN ON A LADDER AT A TIME. USE ADDITIONAL LADDERS, OR ERECT A SCAFFOLD IF OTHERS MUST WORK WITH YOU ON A JOB.

34. DON'T PERMIT OTHERS TO MOUNT A LADDER WHILE YOU ARE ON IT. DO NOT LEAN SO FAR FROM EITHER SIDE OF A LADDER THAT YOU WILL LOSE YOUR BALANCE AND FALL. MOVE THE LADDER.

35. DO STORE LADDERS IN PROPER PLACE, ON WALL BRACKETS OR IN RACKS, WHERE THEY WILL NOT BE A HAZARD TO PASSING WORKERS, BECOME MISSHAPEN, OR HAVE OBJECTS STORED OR DROPPED ON THEM. CARRY LADDERS WITH END AHEAD OF YOU RAISED ABOVE HEAD LEVEL, IN CASE YOU MEET SOMEONE UNEXPECTEDLY.

36. DON'T LEAVE A LADDER ON FLOOR, OR LEANING AGAINST A WALL WHEN NOT IN USE AND DO NOTCARRY A LADDER SO ANYONE CAN WALK INTO IT.

LIFT BUCKETS

THE HOISTING OF PERSONNEL, USING LIFT BUCKETS, POSES SIGNIFICANT HAZARDS. TO HELP PREVENT INJURY TO YOU OR CO-WORKERS, FOLLOW THESE SAFE WORK PRACTICES.

1. KEEP ALL BODY PARTS INSIDE THE BUCKET DURING RAISING, LOWERING AND POSITIONING.

2. MAKE SURE THE BUCKET IS SECURED BEFORE EXITING OR ENTERING.

3. NEVER LEAVE THE CONTROLS WHEN THE ENGINE IS RUNNING OR WHEN THE BUCKET IS OCCUPIED.

4. STAY IN VIEW, OR IN DIRECT COMMUNICATION WITH, THE OPERATOR OR SIGNAL PERSON.

5. NO EMPLOYEES SHALL WORK FROM A BUCKET TRUCK ALONE. ANOTHER EMPLOYEE WHO IS FAMILIAR WITH THE OPERATION MUST BE PRESENT.

6. EMPLOYEES SHALL NEVER LOCATE THEMSELVES UNDER THE BUCKET DURING A LOADING OPERATION.

7. IN SITUATIONS WHERE REFUSE IS LOCATED NEAR FENCES, BUILDING, WIRES, ETC., THE OPERATOR SHALL EXHIBIT GOOD JUDGEMENT IN DETERMINING WHETHER OR NOT THE REFUSE CAN BE LOADED WITHOUT INCIDENT. THIS SHOULD TAKE INTO CONSIDERATION THE LIMITATIONS OF THE LOADER UNIT AND THE CAPABILITY OF THE OPERATOR.

8. CARE SHALL BE TAKEN TO PLACE THE GEAR IN THE PROPER POSITION.

9. THE BUCKET SHALL BE KEPT FREE OF REFUSE.

10. KEEP ALL PARTS OF THE BUCKET AWAY FROM POWER LINES. IT IS POSSIBLE FOR CURRENT TO JUMP FROM POWER LINES TO BUCKETS.

LIFTING PROCEDURES

1. LIFTING AND CARRYING LOADS BEYOND NORMAL PHYSICAL CAPABILITIES IS PROHIBITED.

2. THE FOLLOWING PROCEDURES MUST BE USED WHEN LIFTING OR CARRYING:

   A. BEFORE HANDLING MATERIAL OR OBJECT, PLACE HANDS AND FEET IN PROPER POSITION SO THAT THEY WILL NOT BE INJURED.

   B. HANDS OR GLOVES SHOULD BE FREE FROM GREASE OR MOISTURE TO PREVENT SLIPPING.

   C. FEET SHOULD BE PARTED, WITH ONE FOOT ALONGSIDE THE OBJECT BEING LIFTED AND ONE BEHIND THE OBJECT. FEET SHOULD BE COMFORTABLY SPREAD GIVING BETTER STABILITY AND THE REAR FOOT IS IN THE POSITION FOR THE UPWARD THRUST OF THE LIFT.

   D. USE THE SQUAT POSITION AND KEEP THE BACK STRAIGHT BECAUSE IF THE BACK IS BENT OVER INJURY WILL OCCUR. A STRAIGHT BACK KEEPS THE SPINE, BACK MUSCLES, AND ORGANS OF THE BODY IN CORRECT ALIGNMENT. THIS MINIMIZES THE COMPRESSION OF THE INTESTINES THAT CAN CAUSE A HERNIA.

E. TUCK IN THE CHIN SO THE NECK AND HEAD CONTINUE IN THE STRAIGHT ALIGNMENT WITH THE BACK. TUCKING THE CHIN IN HELPS KEEP THE SPINE STRAIGHT AND FIRM.

F. THE GRIP ON THE OBJECT BEING LIFTED IS IMPORTANT TO CORRECT LIFTING. THE FINGERS AND THE HAND ARE EXTENDED AROUND THE OBJECT BEING LIFTED, USING THE FULL PALM GRASPING THE OBJECT. FINGERS ALONE HAVE LITTLE POWER, THE STRENGTH OF THE ENTIRE HAND IS NEEDED.

G. THE LOAD SHOULD BE PULLED CLOSE TO THE BODY, AND THE ARMS AND ELBOWS SHOULD BE TUCKED TO THE SIDES OF THE BODY. WHEN THE ARMS ARE HELD AWAY FROM THE BODY THEY LOSE MUCH OF THEIR STRENGTH AND POWER. KEEPING THE ARMS TUCKED IN ALSO HELPS KEEP THE BODY'S WEIGHT CENTERED.

H. THE BODY SHOULD BE POSITIONED SO THAT THE WEIGHT OF THE BODY IS CENTERED OVER THE FEET. THIS PROVIDES A MORE POWERFUL LINE OF THRUST AND ALSO ENSURES BETTER BALANCE. START THE LIFT WITH A THRUST UPWARD OF THE REAR FOOT.

I. AVOID TWISTING WHILE LIFTING.

3. WHEN NECESSARY FOR TWO OR MORE PEOPLE TO HANDLE BULKY OR HEAVY MATERIAL OR OBJECTS, THE FOLLOWING PRECAUTIONS MUST BE TAKEN:

A. TAKE CARE TO PREVENT SLIPPING OR TRIPPING, REMOVING SUCH HAZARDS WHEN PRACTICABLE.

B. HAVE A CLEAR UNDERSTANDING OF ALL MOVEMENTS SUCH AS LIFTING, WALKING, LOWERING OR THROWING.

C. PLACE WORKERS ACCORDING TO SIZE, STRENGTH AND EXPERIENCE.

D. AVOID WALKING BACKWARDS, EXCEPT WHEN NECESSARY.

E. IN "TEAM" LIFTING, THE EFFORTS OF THE VARIOUS WORKERS MUST BE COMPLETELY COORDINATED, WITH DIRECTIONS BEING GIVEN BY ONLY ONE MEMBER OF THE "TEAM". LIFT OR MAKE OTHER MOVEMENTS ONLY ON COMMAND AND WHEN PRACTICABLE. TEAM LEADER MUST BE PLACED AT THE END OF THE OBJECT.

F. REMEMBER WHAT IS PICKED UP MUST BE PUT DOWN. IF THE OBJECT GOES BACK ON A FLOOR, OR ON THE GROUND, BEND THE LEGS AND NOT THE BACK. IF IT GOES ON A TABLE OR COUNTER, AVOID TWISTING THE BODY AS THE WEIGHT IS RELEASED. THE LOAD MUST NOT BE PLACED ON A TABLE, COUNTER, ETC., THAT WILL NOT SUPPORT IT.

YOUR BACK

WARM UP EXERCISES ARE HELPFUL TO PREVENT INJURIES TO THE BACK. BEFORE LIFTING, SLOW STRETCHING OF THE BODY WILL GENTLY WORK THE MUSCLES AND ALLOW THE BODY TO EASE INTO THE LIFTING MORE COMFORTABLY.

LEG AND BACK WARM UPS:

* PROP ONE FOOT ON A CHAIR OR A SHORT STOOL FOR SUPPORT.
* TAKE A LONG, DEEP BREATH AND ASSURE THE BODY IS BALANCED OR STABILITY.
* EASE FORWARD SLOWLY, KEEPING THE BACK SLIGHTLY CURVED.
* EXHALE SLOWLY AS THE BODY IS EASED FORWARD.
* REPEAT THE STRETCHING SEVERAL TIMES.
* SWITCH LEGS AND REPEAT THE STRETCHING PROCESS.

BACK BEND:

* STAND WITH THE FEET ABOUT 12 INCHES APART.

EGULAR MEETING DATED FEBRUARY 5, 2002

PORT THE SMALL OF THE BACK WITH THE HANDS.

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* SUPPORT THE SMALL OF THE BACK WITH THE HANDS.
* HOLD YOUR STOMACH IN FIRMLY AND TAKE A DEEP BREATH.
* ARCH SLOWLY BACKWARDS BENDING THE HEAD AND NECK, SLOWLY EXHALING.
* REPEAT SEVERAL TIMES.

SHOULDERS / UPPER BACK:

* STAND WITH YOUR FEET ABOUT 12 INCHES APART.
* WITH YOUR HANDS AT YOUR SIDES, SLOWLY ROTATE YOUR SHOULDERS SEVERAL TIMES WHILE BREATHING NORMALLY.
* STOP, THEN ROTATE SLOWLY IN THE REVERSE DIRECTION SEVERAL TIMES.

POWER LIFTING TIPS:

* SIZE UP YOUR LOAD. TIP IT ON ITS SIDE TO SEE IF YOU CAN COMFORTABLY HANDLE ITS SIZE AND WEIGHT.
* CENTER YOUR BODY OVER THE WEIGHT, MAKING SURE YOUR FOOTING IS SOLID AND YOUR GRIP IS GOOD.
* PULL THE LOAD IN AS CLOSE TO YOUR BODY AS POSSIBLE AND KEEPING YOUR BACK STRAIGHT AND STOMACH FIRM, LIFT SLOWLY WITH YOUR LEGS - NOT YOUR BACK.

POWER LOADS:

* OVERSIZED LOADS-USE MECHANICAL DEVICES OR BETTER YET, ASK FOR HELP. THIS IS NOT A COMPETITION. WORK AS A TEAM, USING ONE PERSON TO HELP DIRECT THE LIFT.
* HIGH LOADS-AVOID REACHING OUT FOR THE LOAD BY USING A STURDY STOOL OR LADDER AND PULL THE LOAD AS CLOSE AS POSSIBLE TO YOU. LET YOUR ARMS AND LEGS DO THE WORK-NOT YOUR BACK.
* LOW LOADS-THESE ARE MORE TRICKY THAN YOU THINK. MAKE SURE THE LOAD IS AS CLOSE TO YOUR BODY AS POSSIBLE, THEN TRY TO SUPPORT IT ON YOUR KNEE BEFORE YOU LIFT. USING YOUR LEGS, POWER THE LOAD UP.

HAVING A STRONG AND HEALTHY BACK IS ESSENTIAL IN OUR HIGH POWER WORLD TODAY.

BY FOLLOWING THESE POWER TIPS, YOU CAN MAINTAIN YOUR BACK AS THE VITAL "POWER TOOL" THAT IT IS AND ALSO CAN HELP AVOID PAINFUL AND DISABLING INJURIES.

GENERAL HAZARDS

TO UNDERSTAND WHY THERE ARE SO MANY BACK INJURIES, IT'S USEFUL TO UNDERSTAND WHAT'S IN YOUR BACK TO BE INJURED.

BASICALLY, THE BACK HOLDS UP YOUR ENTIRE BODY. THE SPINAL COLUMN, WHICH RUNS DOWN YOUR BACK, IS AN S-SHAPED STACK OF BONES CALLED VERTEBRAE. THESE VERTEBRAE ARE CONNECTED BY LIGAMENTS AND SEPARATED BY SOFT DISCS THAT CUSHION AND PROTECT THE BONES. AT THE CENTER OF THE SPINAL COLUMN IS THE SPINAL CORD, AND NERVES FROM THERE RUN OUT TO OTHER PARTS OF THE BODY.

THE BACK DOES ITS JOB WITH THE HELP OF MUSCLES ATTACHED TO THE VERTEBRAE. THESE MUSCLES WORK WITH THE STOMACH MUSCLES TO KEEP THE SPINAL COLUMN IN PLACE AND KEEP THE BACK STRONG.

WHEN YOU EXPERIENCE BACK PAIN OR STRAIN, IT'S USUALLY RELATED TO THE MUSCLES OR LIGAMENTS. THE PAIN RESULTS FROM OVERUSING OR STRETCHING THOSE MUSCLES OR MOVING THEM IN WAYS THEY'RE NOT MEANT TO MOVE.

YOU CAN INJURE YOUR BACK WITH ONE WRONG MOVE-THE KIND OF THING THAT CAN HAPPEN SHOVELING-OR BY A BUILDUP OF STRESS ON WEAK MUSCLES. OTHER KINDS OF BACK INJURIES INCLUDE:

* MUSCLE SPASMS, WHICH ARE USUALLY CAUSED BY TENSION OR STRESS.

* STRAINS AND SPRAINS, THE RESULT OF TOO MUCH EXERTION OF WEAK MUSCLES, OR INCORRECT LIFTING.

* SLIPPED DISCS, WHICH ARE TEARS OR OTHER DAMAGE TO THE DISCS BETWEEN THE VERTEBRAE, CAUSING THE VERTEBRAE TO RUB TOGETHER AND IRRITATE OR DAMAGE THE SPINAL NERVES.

* HERNIAS, WHICH ARE RUPTURES IN THE ABDOMINAL WALL CAUSED BY STRAINS FROM LIFTING.

THERE ARE VARIOUS TASKS AND MOVEMENTS, ESPECIALLY LIFTING THAT CAN LEAD TO BACK INJURIES IF THEY'RE NOT DONE PROPERLY. BUT PROBABLY THE BIGGEST HAZARD TO YOUR BACK IS YOU. AMONG THE THINGS THAT MAKE BACK INJURIES MUCH MORE LIKELY ARE:

* POOR PHYSICAL CONDITION-THE MUSCLES IN YOUR BACK AND STOMACH ARE HOLDING UP YOUR BACK AND LETTING IT MOVE PROPERLY, BUT WHEN THOSE MUSCLES ARE WEAK, THEY CAN'T DO THEIR JOB VERY WELL. YOU KNOW THAT REGULAR, SENSIBLE EXERCISE IS IMPORTANT TO GENERAL HEALTH, AND IT'S VERY IMPORTANT TO A HEALTHY BACK. EXERCISE HELPS KEEP BACK MUSCLES STRONG AND FLEXIBLE.

* POOR POSTURE * THE LOWER BACK CARRIES THE BURDEN OF MOST OF OUR BODY WEIGHT. POOR POSTURE, WHETHER SITTING OR STANDING, STRESSES THE BACK INSTEAD OF SUPPORTING IT.

* EXTRA WEIGHT * WHEN YOU'RE OVERWEIGHT, YOUR BACK HAS MORE TO HOLD UP. A POTBELLY, BECAUSE OF ITS LOCATION, IS PARTICULARLY TOUGH ON THE BACK.

* STRESS * WHEN YOU FEEL TENSE, YOUR MUSCLES, INCLUDING YOUR BACK MUSCLES, TENSE UP TOO.

* OVERDOING * TOO OFTEN, PEOPLE ARE AFRAID TO SAY. "THAT'S TOO HEAVY FOR ME." DON'T MAKE THAT MISTAKE! YOU'RE NOT GOING TO SEEM VERY STRONG AND TOUGH IF YOU'RE LAID UP IN BED WITH A BACK INJURY THAT YOU GOT LIFTING THINGS THAT WERE TOO HEAVY FOR YOU.

SO DON'T OVERESTIMATE YOUR STRENGTH. IF YOU THINK YOU'LL NEED HELP, GET IT.

IDENTIFYING HAZARDS

THE WAY YOU LIVE AND TREAT YOUR BODY HAS A LOT TO DO WITH HOW HEALTHY YOUR BACK IS. BUT EVEN IF YOUR BACK IS IN GOOD SHAPE, THERE ARE A NUMBER OF TASKS AND ACTIONS THAT CAN CREATE TROUBLE IF YOU DON'T DO THEM PROPERLY, IN A WAY THAT MINIMIZES STRAIN ON YOUR BACK.

AMONG THE HAZARDS TO THE BACK THAT MAY BE ENCOUNTERED ON THE JOB ARE:

* HEAVY LIFTING
* TWISTING / LIFTING AT THE SAME TIME
* LIFTING OBJECTS THAT HAVE ODD SHAPES
* REACHING / LIFTING OBJECTS
* BENDING / OVEREXERTING
* LIFTING ITEMS WHOSE WEIGHTS VARY
* SITTING / STANDING TOO LONG IN ONE POSITION

THERE ARE POTENTIAL HAZARDS TO YOUR BACK IN OTHER SEEMINGLY UNRELATED ACTIVITIES. YOU CAN, FOR EXAMPLE, INJURE YOUR BACK IF YOU SLIP ON AN UNLIT STAIR OR A WET FLOOR. OR YOU MIGHT TRIP AND FALL AND INJURE

YOUR BACK SIMPLY BECAUSE YOU DIDN'T NOTICE AN OBJECT LYING ON THE FLOOR.

YOU CAN ALSO HURT YOUR BACK WHILE YOU'RE SITTING IF YOUR POSTURE ISN'T GOOD, OR IF YOU LEAN AND STRETCH AWKWARDLY TO REACH SOMETHING INSTEAD OF GETTING OUT OF YOUR CHAIR TO GET IT.

THE BOTTOM LINE TO IDENTIFYING BACK HAZARDS IS TO BECOME CONSCIOUS OF JUST HOW IMPORTANT IT IS TO PROTECT YOUR BACK. LEARN TO AVOID SITUATIONS THAT FORCE YOUR BACK TO DO SOMETHING IT'S NOT MEANT TO DO OR NOT ABLE TO DO.

THIS TECHNIQUE IS THE BASIS OF SAFE LIFTING. BUT, SINCE UNSAFE LIFTING CAUSES SO MANY INJURIES, DOCTORS AND RESEARCHERS HAVE ALSO COME UP WITH SAFETY TIPS FOR NON-STANDARD LIFTING SITUATIONS.

HERE ARE A FEW:

SAFETY TIPS FOR NON-STANDARD LIFTING SITUATIONS:

* OBJECTS WITH AWKWARD SHAPES * SQUAT NEXT TO THE OBJECT WITH YOUR FEET SPREAD. GRIP THE TOP OUTSIDE CORNER AND BOTTOM INSIDE CORNER. THEN FOLLOW PROPER LIFTING PROCEDURES, KEEPING YOUR BACK STRAIGHT AND KNEES BENT.

* OBJECTS IN HARD TO GET AT LOCATIONS * GET AS CLOSE AS POSSIBLE TO THE OBJECT. WITH BACK STRAIGHT AND STOMACH MUSCLES TIGHT, BEND SLIGHTLY FORWARD AT THE HIPS AND BEND YOUR KNEES. GRIP THE OBJECT; THEN LET YOUR LEG, STOMACH AND BUTTOCK MUSCLES DO THE HEAVY LIFTING.

* OBJECTS IN HIGH PLACES * WHEN YOU HAVE TO GET SOMETHING FROM, OR PLACE SOMETHING IN, A HIGH PLACE, STAND ON A STURDY LADDER. DON'T STRETCH! IT'S ALSO BEST TO HAVE ANOTHER PERSON TO HELP YOU.

* RAISING AN OBJECT * WHEN YOU HAVE TO LIFT SOMETHING UP, TRY TO MAKE THE PIECES AS SMALL AS POSSIBLE. THEN LIFT THE OBJECT WAIST HIGH AND REST IT ON A LOWER SHELF. BEND YOUR KNEES, LIFT AND STRAIGHTEN UP.

* LOWERING AN OBJECT * WHEN YOU HAVE TO BRING AN OBJECT DOWN FROM A HIGH PLACE, PUSH ON IT FIRST TO TEST ITS WEIGHT AND STABILITY. IF IT'S A SIZE AND WEIGHT YOU CAN MOVE ALONE, SLIDE IT AS CLOSE AS POSSIBLE TO YOUR BODY. THEN GET A GOOD GRIP AND SLIDE IT DOWN.

* TWO-PERSON LIFTS * WHEN YOU'RE GOING TO LIFT WITH SOMEONE, TRY TO FIND A PERSON WHO'S ABOUT YOUR HEIGHT. BEGIN BY DECIDING WHICH OF YOU WILL SAY WHERE AND WHEN TO MOVE. AT THE SIGNAL, LIFT AND RAISE TOGETHER, FOLLOWING PROPER PROCEDURE. WHEN YOU'RE READY TO MOVE, KEEP THE LOAD AT THE SAME LEVEL. THEN MOVE AND UNLOAD TOGETHER.

OTHER BACK PROTECTION TECHNIQUES:

WHEN LIFTING CORRECTLY IS A MAJOR FACTOR IN PROTECTING YOUR BACK, IT'S NOT THE ONLY ONE. YOU CAN ALSO HELP PREVENT STRAIN / PAIN, STRENGTHEN YOUR BACK BY SITTING, STANDING AND

MOVING IN WAYS THAT DON'T PUT YOUR BACK OUT OF WHACK.

SIT UP STRAIGHT WHEN YOU SIT HUNCHED OVER, YOUR LIGAMENTS END UP DOING THE WORK THE MUSCLES ARE SUPPOSED TO DO. THE RESULT IS PRESSURE ON THE VERTEBRAE, ESPECIALLY IN THE LOWER BACK.

THE BEST POSTURE FOR YOUR BACK IS TO SIT UP STRAIGHT, CLOSE TO THE DESK OR TABLE, WITH YOUR BACK AGAINST THE CHAIR BACK. IF YOUR CHAIR DOESN'T OFFER SUPPORT FOR YOUR LOWER BACK, CONSIDER USING A CUSHION OR ROLLED UP TOWEL. YOUR KNEES SHOULD BE BENT, FEET ON THE FLOOR.

YOU CAN ALSO PROTECT YOUR BACK BY MOVING CORRECTLY WHILE SEATED. IF YOU WANT TO REACH AN ITEM OFF TO THE SIDE, REACH BY TURNING THE ENTIRE

BODY RATHER THAN TWISTING THE BODY. TWISTING THE BODY INVITES BACK STRAIN.

WHEN READING, HOLD THE PAGES UP SO THE SEATING POSTURE IS PROPER. WHEN USING THE TELEPHONE, LEAN THE ELBOW ON THE DESK OR TABLE TO SUPPORT THE ARM. AVOID CRADLING THE PHONE BY USING THE SHOULDER AND NECK.

BE SURE TO NOT SIT FOR TOO LONG AT A TIME. STAND PERIODICALLY AND STRETCH AND WALK AROUND. SHIFTING SEATING POSITIONS.

WHEN DRIVING, KEEP THE BACK STRAIGHT AND THE KNEES BENT.

SHOVEL BY LETTING THE LEGS LIFT THE WEIGHT OF THE SHOVEL; DON'T BEND THE BACK; HAVE THE HANDS FAR APART, LEGS BENT AT THE KNEES, AND BACK STRAIGHT.

WHEN WORKING WHILE LYING DOWN, KEEP THE BACK STRAIGHT AND THE KNEES BENT. STAND AND STRETCH PERIODICALLY.

WHEN WORKING LOW TO THE GROUND, BEND THE KNEES, KEEP THE BACK STRAIGHT; DO NOT BEND FROM THE WAIST.

IF IT IS NECESSARY TO CATCH FALLING OBJECTS, KEEP THE BACK STRAIGHT, KNEES BENT, AND FEET FIRM. LET THE LEGS ABSORB THE IMPACT OF THE CATCH.

DON'T JUMP. A JUMP FROM A SHORT HEIGHT SUCH AS A LOADING DOCK CAN CAUSE AN INJURED BACK. USE A LADDER OR STEPS.

IF A BACK PAIN IS FELT, STOP WHAT IS BEING DONE.

REMEMBER, LIFT WITH THE LEGS - NOT THE BACK!

BACK PROTECTION AND SAFE LIFTING CHECKLIST

DEVELOP GOOD BACK PROTECTION HABITS:

* EXERCISE REGULARLY FOR STRONG, FLEXIBLE MUSCLES AND AVOID BEING OVERWEIGHT, ESPECIALLY A POTBELLY.
* AVOID OR CONTROL STRESS.
* DON'T OVERESTIMATE YOUR OWN STRENGTH.
* WALK, DON'T RUN, TO PREVENT SLIPS, TRIPS AND FALLS.
* SLEEP ON A FIRM MATTRESS; EITHER ON YOUR SIDE WITH KNEES BENT OR ON YOUR BACK WITH KNEES ELEVATED.

SEEK ALTERNATIVES TO LIFTING:

* USE EQUIPMENT / HOIST, HAND TRUCKS, DOLLIES - RATHER THAN LIFTING, WHEN POSSIBLE.
* PUSH, DON'T PULL, LOADED HAND TRUCKS OR DOLLIES.
* BREAK A LARGE LOAD INTO SEVERAL SMALL ONES.
* GET A HELPER TO LIFT HEAVY OR AWKWARD OBJECTS.
* PLAN JOBS AND WORK AREAS TO MINIMIZE THE NEED TO MOVE TOOLS AND MATERIALS.

BEFORE YOU LIFT:

* PLAN STRAIGHTEST, FLATTEST AND CLEAREST ROUTE TO YOUR DESTINATION.
* LOOK FOR PLACES TO STOP AND REST ALONG THE WAY.
* REMOVE ANY OBJECTS YOU MIGHT TRIP OVER.
* TRY TO HAVE A WAIST HIGH SURFACE FOR UNLOADING.
* MAKE SURE THE AREA WHERE YOU'LL UNLOAD IS CLEAR.

* CHECK THE OBJECT YOU'LL BE CARRYING FOR ROUGH OR JAGGED EDGES OR SLIPPERY SURFACES.

* LIFT A CORNER OF OBJECT TO CHECK WEIGHT AND STABILITY.

* WEAR GLOVES WITH A GOOD GRIP, SAFETY SHOES WITH REINFORCED TOES AND NON-SKID SOLES AND CLOTHING THAT FITS SNUGLY AND BACK SUPPORT.

* WARM UP WITH GENTLE BENDS AND STRETCHES.

LIFT CORRECTLY:

* STAND CLOSE TO LOAD, WITH FEET FIRMLY ON THE FLOOR AND SHOULDER WIDTH APART, WITH TOES POINTED OUT.

* SQUAT DOWN CLOSE TO THE LOAD WITH BACK STRAIGHT, KNEES BENT, STOMACH MUSCLES TIGHT.

* PLACE HANDS ON DIAGONALLY OPPOSITE CORNERS OF THE LOAD SO ONE HAND PULLS LOAD TOWARD YOU AND ONE LIFTS.

* GRIP LOAD FIRMLY WITH BOTH ENTIRE HANDS, NOT JUST FINGERS.

* BRING LOAD AS CLOSE AS POSSIBLE TO BODY. WITH WEIGHT CENTERED OVER FEET, TUCK ARMS AND ELBOWS INTO ONE SIDE AND CHIN INTO NECK.

* STAND UP SLOWLY. KEEP BACK STRAIGHT AND LET LEGS DO THE LIFTING.

* CHECK FOR GOOD GRIP AND ABILITY TO SEE ROUTE.

* WITH LOAD CLOSE TO BODY AND NOT ABOVE WAIST HIGH, MOVE FORWARD WITH SMALL STEPS.

* CHANGE DIRECTION BY MOVING FEET, NOT TWISTING.

UNLOAD PROPERLY:

* LOWER LOAD SLOWLY, WITH KNEES BENT SO LEGS DO THE WORK.

* POSITION HANDS SO FINGERS DON'T GET CAUGHT UNDER LOAD.

* PLACE LOAD ON EDGE OF SURFACE AND SLIDE IT BACK. NONSTANDARD LOADS AND LIFTS:

* LIFT AWKWARD SHAPES BY SQUATTING NEXT TO OBJECT WITH FEET SPREAD. GRIP TOP OUTSIDE CORNER AND BOTTOM INSIDE CORNER. THEN LIFT CORRECTLY.

* GET AS CLOSE AS POSSIBLE TO OBJECTS IN HARD TO GET AT LOCATIONS. KEEP BACK STRAIGHT, STOMACH MUSCLES TIGHT. BENT SLIGHTLY FORWARD AT HIPS AND BEND KNEES. GRIP OBJECT, THEN LET, STOMACH AND BUTTOCK MUSCLES LIFT.

* USE LADDER TO REACH OBJECTS IN HIGH PLACES; WORK WITH A HELPER.

* LIFT TO HIGH PLACES BY BREAKING DOWN LOAD INTO SMALLER PIECES. LIFT OBJECT WAIST HIGH, REST IT ON LOWER SHELF OR HIP, BEND KNEES, LIFT AND STRAIGHTEN UP.

* PUSH ON OBJECT TO BE LOWERED TO TEST WEIGHT AND STABILITY. IF NO HELP IS NEEDED, SLIDE OBJECT AS CLOSE AS POSSIBLE TO BODY. GET A GOOD GRIP AND SLIDE IT DOWN.

* MATCH HEIGHTS FOR TWO PERSON LIFT AND DECIDE WHO SAYS WHERE AND WHEN TO MOVE. LIFT AND RAISE TOGETHER AT SIGNAL, USING PROPER TECHNIQUE. KEEP LOAD AT SAME LEVEL, THEN MOVE AND UNLOAD TOGETHER.

SIT PROPERLY:

* SIT UP STRAIGHT, CLOSE TO DESK OR TABLE, BACK AGAINST CHAIR BACK, KNEES BENT AND FEET ON FLOOR.

* USE CUSHION OR ROLLED TOWEL IF NEEDED TO SUPPORT LOWER BACK.
* TURN WHOLE BODY, DON'T TWIST, TO REACH TO THE SIDE.
* HOLD PAGES UPRIGHT WHILE READING.
* LEAN ELBOW ON DESK WHILE ON PHONE' DON'T CRADLE PHONE IN NECK.
* BREAK UP LONG SITTING PERIODS WITH BRIEF STRETCH OR WALK.
* SHIFT SITTING POSITIONS PERIODICALLY.

STAND TALL:

* STAND TALL AND STRAIGHT, NOT STIFF.
* STAND WITH SHOULDERS EVEN AND BACK, HEAD UP, PELVIS FORWARD.
* RAISE ONE FOOT ON ELEVATION IF STANDING AT LENGTH IN ONE PLACE AND SHIFT FEET PERIODICALLY.

OTHER BACK SAVING POSTURES:

* DRIVE WITH BACK STRAIGHT, KNEES BENT.
* WORK ON BACK WITH BACK FLAT, KNEES BENT; GET UP AND STRETCH PERIODICALLY.
* SHOVEL WITH HANDS FAR APART, BACK STRAIGHT, LEGS BENT AT KNEES SO THEY DO THE WORK.
* TO WORK NEAR THE GROUND, BEND KNEES AND NOT WAIST, WITH BACK AS STRAIGHT AS POSSIBLE.
* CATCH FALLING OBJECTS STANDING WITH BACK STRAIGHT, KNEES BENT, FEET FIRMLY ON GROUND. LET LEGS ABSORB IMPACT DURING CATCH.
* DON'T JUMP, EVEN FROM A SHORT HEIGHT; USE LADDER OR STEPS.

PLAY IT SAFE:

* NEVER IGNORE BACK PAIN. STOP ACTIVITY, REST AND REPORT.

LOCKOUT / TAGOUT

1. DEFINITIONS:

   A. LOCKOUT * A KEYED LOCK ON ENERGY ISOLATING OR BLOCKING DEVICE.

   B. LOCK-BOX * A BOX OR CONTAINER USED TO HOLD THE KEY(S) FROM LOCKS PLACED ON ENERGY ISOLATING OR BLOCKING DEVICES. PERSONAL LOCKOUTS ARE THEN USED TO LOCK THE BOX SO THAT EACH INDIVIDUAL WORKING ON THE JOB HAS CONTROL OVER THE ENERGY SOURCE(S).

   C. TAG * A PROMINENT WARNING DEVICE THAT CAN BE SECURELY ATTACHED TO AN ENERGY CONTROL DEVICE AND PROVIDES A MEANS TO COMMUNICATE INFORMATION.

   D. ENERGY SOURCE * ANY ELECTRICAL, MECHANICAL, HYDRAULIC, PNEUMATIC RADIATION, THERMAL OR KINETIC AND POTENTIAL ENERGY SOURCE.

   E. ENERGY ISOLATING AND BLOCKING TECHNIQUES OR DEVICE * A PHYSICAL ARRANGEMENT OR DEVICE THAT CAN BE LOCKED OUT TO PREVENT THE TRANSMISSION OR RELEASE OF AN ENERGY SOURCE. THESE DEVICES INCLUDE, BUT ARE NOT LIMITED TO: MANUALLY OPERATED ELECTRICAL CIRCUIT BREAKER LEVERS, DOUBLE BLOCK VALVESCABLED OR CHAINED AND LOCKED WITH BLEED OR VENT VALVE LOCKED OPEN, LOCKED CABLES OR CHAINS WHICH RESTRAIN SPRINGS OR MASSES WHICH COULD FALL OR ROTATE, ETC.

F. ZERO MECHANICAL STATE (Z.M.S.) * A CONDITION WHERE ALL ENERGY SOURCES ARE NEUTRALIZED.

G. PERSONAL LOCKOUT LOCK * A PERSONALLY IDENTIFIED, KEYED LOCK USED BY AN INDIVIDUAL TO LOCKOUT ENERGY ISOLATING OR BLOCKING DEVICES. THE INDIVIDUAL USING THE LOCK SHALL HAVE CONTROL OF THE ONLY KEY.

H. MULTIPLE LOCKOUT DEVICE * A DEVICE WHICH IS APPLIED TO AN ENERGY CONTROL DEVICE WITH THE CAPABILITY OF BEING LOCKED WITH A NUMBER OF LOCKOUT LOCKS.

I. INVOLVED PERSONAL * INCLUDES COMPANY AND NON COMPANY EMPLOYEES WHO ARE SPECIFICALLY REQUIRED TO USE THE LOCATION'S LOCKOUT PROCEDURE.

J. ALL PERSONNEL * INCLUDES COMPANY AND NON-COMPANY EMPLOYEES.

K. AFFECTED EMPLOYEES * AN EMPLOYEE WHOSE JOB REQUIRES HIM TO OPERATE EQUIPMENT ON WHICH SERVICING AND/OR MAINTENANCE IS BEING PERFORMED UNDER LOCK-OUT OR WHO WORKS IN THE AREA IN WHICH SUCH SERVICING AND/OR MAINTENANCE IS BEING PERFORMED.

L. AUTHORIZED EMPLOYEE * AN EMPLOYEE WHO LOCKS OUT EQUIPMENT TO PERFORM SERVICING OR MAINTENANCE ON THAT EQUIPMENT. THIS INCLUDES BOTH OPERATORS AND MAINTENANCE PERSONNEL.

M. RUN-LOCK-TRY METHODS * THOSE ACTIONS TAKEN TO ASSURE THAT DISCONNECTING, BLOCKING, DRAINING OR OTHERWISE ISOLATING POTENTIAL ENERGY SOURCES ARE EFFECTIVE. THESE ACTIONS INCLUDE RUNNING THE EQUIPMENT TO INSURE THAT THE PROPER DISCONNECT OR ISOLATION POINT HAS BEEN IDENTIFIED, LOCKING OUT THE EQUIPMENT AND TRYING TO START THE EQUIPMENT AFTER LOCK-OUT TO INSURE THAT THE LOCK-OUT HAS BEEN EFFECTIVE.

2. FORMS OF POTENTIAL ENERGY WHICH MAY BE STORED IN SUFFICIENT QUANTITIES TO REPRESENT HAZARDS INCLUDE:

A. HYDRAULIC OR PNEUMATIC PRESSURE.

B. PRESSURE BELOW ATMOSPHERIC (AS IN VACUUM SYSTEMS).

C. COMPRESSED OR EXTENDED SPRINGS.

D. POTENTIAL ENERGY DUE TO GRAVITY.

E. STORED MECHANICAL ENERGY (AS IN FLYWHEELS).

F. STORED ELECTRICAL ENERGY (AS IN BATTERIES AND CAPACITORS).

G. THERMAL ENERGY DUE TO RESIDUAL HEAT OR LOW TEMPERATURE (HUMAN TISSUE DAMAGE RESULTS WITH PROLONGED CONTACT WITH SURFACES AT TEMPERATURE OF 39* F AND LOWER AND 113* F AND HIGHER).

H. RESIDUAL CHEMICALS IN PIPE WHICH MAY CAUSE THERMAL OR PRESSURE BUILDUPS.

3. EQUIPMENT:

ONLY KEY TYPE PADLOCKS SHALL BE FURNISHED BY SUPERVISION AND WILL BE USED FOR LOCK- OUTS BY OPERATING AND MAINTENANCE DEPARTMENT PERSONNEL.

THE LOCKS:

A. SHALL BE USED ONLY FOR ENERGY CONTROL PURPOSES.

B. SHALL BE SUBSTANTIAL AND DURABLE TO PREVENT REMOVAL WITHOUT THE USE OF EXCESSIVE FORCE AND TO WITHSTAND THE ENVIRONMENT IN WHICH THEY ARE USED.

C. SHALL INDICATE THE IDENTIFY OF THE EMPLOYEE APPLYING THE LOCK.

D. NO TWO LOCKS SHOULD BE THE SAME, AND THE PATTERN OF THE KEYS SHOULD BE CHECKED TO SEE THAT EACH KEY FITS ONLY ONE LOCK.

E. FOR IDENTIFICATION, LOCKS MAY BE PAINTED VARIOUS COLORS TO INDICATE THE TYPES OF CRAFT OR TO DIFFERENTIATE SHIFTS. EACH LOCK SHOULD BE STAMPED WITH THE EMPLOYEES NAME OR CLOCK NUMBER, OR A METAL TAG SHOULD BE ATTACHED.

F. ONLY ONE KEY SHOULD BE ISSUED TO EACH PERSON FOR HIS / HER LOCK. THE SUPERVISOR SHOULD HAVE A MASTER LIST OF KEY NUMBERS AND SHOULD KEEP THE EXTRA KEY TO EACH LOCK IN HIS DEPARTMENT. IN NO CASE SHOULD THE SUPERVISOR LEND THE MASTER KEY. THE SUPERVISOR MUST HAVE THE KEY UNTIL THE OLD LOCKS AND THE EXTRA KEYS ARE REPLACED WITH NEW EQUIPMENT.

4. *DEPARTMENTS REQUIRED TO USE LOCKOUT DEVICES:*

EACH DEPARTMENT SHALL ESTABLISH WRITTEN LOCK-OUT PROCEDURES WHICH SHALL:

A. REQUIRE ALL PERSONNEL TO FOLLOW THE LOCKOUT PROCEDURE.

B. CLEARLY AND SPECIFICALLY OUTLINE PURPOSE, SCOPE, RESPONSIBILITIES, DEFINITIONS OF LOCKOUT TYPE WORK, RULES, AUTHORIZATION AND MEASURES TO ENFORCE COMPLIANCE.

C. REQUIRE KNOWLEDGEABLE INDIVIDUALS (ex: OPERATING SUPERVISION AND MAINTENANCE / ENGINEERING SUPERVISION) TO DETERMINE THE POTENTIAL FOR INJURY AND PROPERTY DAMAGE OR LOSS WHICH COULD OCCUR FROM UNCONTROLLED ENERGY SOURCE AND TO ESTABLISH THE ISOLATING, BLOCKING OR DISSIPATING TECHNIQUES WHICH SHALL BE USED IN CONJUNCTION WITH THE WORK TASK.

D. REQUIRE THE DEVELOPMENT OF WRITTEN PROCEDURES DOCUMENTING THE METHODS USED TO PROPERLY SHUT DOWN, ISOLATE, LOCKOUT AND RELEASE STORED ENERGY FROM THE VARIOUS TYPES OF ENERGY SOURCES (ELECTRICAL, HYDRAULIC, ETC.)

E. REQUIRE INVOLVED PERSONNEL TO PROTECT THEMSELVES FROM INJURY BY USING THEIR PERSONAL LOCKOUT LOCKS TO SECURE ENERGY ISOLATING OR BLOCKING DEVICES IN A SAFE POSITION PRIOR TO ENGAGING IN THE WORK TASK.

F. SPECIFY HOW TO OBTAIN AND USE PERSONAL LOCKOUT LOCKS.

G. SPECIFY THE TYPES OF LOCKS TO BE USED IN THE FACILITY.

H. REQUIRE THAT THE EMPLOYEES SHALL HAVE THE ONLY KEY TO THEIR PERSONAL LOCK-OUT LOCK.

I. REQUIRE THAT ALL PERSONNEL ARE TRAINED TO UNDERSTAND WHAT WORK REQUIRES LOCK-OUT AND THAT INVOLVED PERSONNEL ARE TRAINED TO IDENTIFY ENERGY SOURCES AND TO ASSURE BY TRYING OR TESTING, THAT THEY HAVE BEEN ISOLATED, BLOCKED OR DISSIPATED PRIOR TO EXPOSING THEMSELVES TO THE POTENTIAL HAZARD(S). INVOLVED PERSONNEL SHALL BE SPECIFICALLY TRAINED IN HOW TO PERFORM "RUN-LOCK-TRY METHODS" (WITHOUT JEOPARDIZING PERSONNEL OR EQUIPMENT) IN ORDER TO ASSURE THAT ENERGY SOURCES ARE CONTROLLED. RETRAINING OF PERSONNEL SHALL BE REQUIRED WHEN THERE IS A CHANGE IN JOB ASSIGNMENT, A CHANGE IN THE MACHINE, EQUIPMENT OR PROCESSES, OR WHEN PERIODIC AUDITS OF THE USE OF THE PROCEDURE SHOW DEVIATIONS IN COMPLIANCE. WRITTEN RECORDS SHALL BE KEPT TO DOCUMENT TRAINING. THE RECORDS SHALL

INCLUDE THE NAME OF ALL EMPLOYEES WHICH HAVE BEEN TRAINED AND THE DATE(S) OFTHE TRAINING.

J. REQUIRE THAT TAGS BE USED, IN ADDITION TO LOCKS, TO COMMUNICATE CRITICAL INFORMATION (POSITION OF VALVE, UNDER WHAT CONDITIONS VALVE MAY BE OPERATED, INSTALLER'S NAME). TAGS SHALL NOT BE USED IN PLACE OF LOCKS TO PROTECT PERSONNEL FROM INJURY OR PROPERTY FROM DAMAGE OR LOSS.

K. SPECIFY THE COMMUNICATIONS WHICH SHALL BE USED BETWEEN AFFECTED AND AUTHORIZED EMPLOYEES WHEN EQUIPMENT AND MACHINERY IS REMOVED FROM OR RETURNED TO SERVICE.

L. REQUIRE THAT ONLY THE EMPLOYEE MAY REMOVE HIS PERSONAL LOCKOUT FROM AN ENERGY ISOLATING OR BLOCKING DEVICE.

M. REQUIRE THE EMPLOYEE'S DEPARTMENT MANAGER TO APPROVE REMOVAL OF AN EMPLOYEE'S PERSONAL LOCKOUT LOCK WHEN WORK CANNOT BE ACCOMPLISHED. REMOVAL OF THE LOCK CAN ONLY BE DONE WHEN THE MANAGER HAS VERIFIED THAT THE EMPLOYEE IS NOT AT THE FACILITY AND ALL REASONABLE EFFORTS HAVE BEEN MADE TO CONTACT THE EMPLOYEE. IN ADDITION, THE EMPLOYEE MUST BE INFORMED ABOUT THE REMOVAL OF HIS LOCK BEFORE HE RESUMES WORK.

N. REQUIRE PROCEDURES TO BE USED DURING SHIFT CHANGES OR PERSONNEL CHANGES TO ENSURE CONTINUITY OF LOCKOUT PROTECTION, INCLUDING ORDERLY TRANSFER OF LOCKS BETWEEN INCOMING AND OUTGOING EMPLOYEES.

O. ALLOW THE USE OF A LOCK BOX. IN USING A LOCK BOX, THE KEYS TO THE LOCK(S) USED ON THE ENERGY ISOLATION DEVICES SHALL BE PLACED IN THE BOX AND ALL EMPLOYEES WORKING ON THE EQUIPMENT SHALL THEN PLACE THEIR PERSONAL LOCKOUTS ON THE LOCK BOX.

P. REQUIRE RESPONSIBLE MAINTENANCE AND AREA SUPERVISORS TO PERIODICALLY (AT LEAST QUARTERLY) INSPECT LOCKOUT WORK IN ORDER TO ASSURE ONGOING COMPLIANCE.

5. THE SAFETY COORDINATOR SHALL AUDIT THE PROCEDURES AND KEEP LOCATION MANAGEMENT APPRAISED OF ANY DEVIATIONS FROM THE PROCEDURES. AN AUTHORIZED EMPLOYEE MUST PARTICIPATE IN PERFORMING THE AUDIT. THE AUDIT SHALL INCLUDE INTERVIEWS WITH INVOLVED EMPLOYEES CONCERNING THE EMPLOYEE'S UNDERSTANDING OF HIS RESPONSIBILITIES UNDER THE PROCEDURE. THESE AUDITS SHALL BE DOCUMENTED IN RECORDS KEPT BY THE LOCATION SAFETY REPRESENTATIVE. THE SAFETY DEPARTMENT SHALL, AS A MINIMUM, REVIEW THE PROCEDURE ANNUALLY AND SUBMIT RECOMMENDED REVISIONS TO THE MANAGERS.

6. THE SAFETY COORDINATOR IS RESPONSIBLE FOR ENSURING THAT CONTRACTOR PERSONNEL HAVE AVAILABLE A WRITTEN PROCEDURE GOVERNING LOCKOUT / TAGOUT OPERATIONS WHEN APPLICABLE.

7. INDIVIDUAL CRAFTSMEN OR OPERATORS SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. COMPLY WITH LOCKOUT REQUIREMENTS AS PROVIDED IN TRAINING, OPERATING PROCEDURES, AND / OR THIS STANDARD.

B. MAINTAIN COGNIZANCE OVER THEIR PERSONAL LOCK-OUT LOCKS INCLUDING ALWAYS PLACING INDIVIDUAL LOCKS ON LOCK-OUT DEVICES AND REMOVING THAT LOCK WHEN LEAVING THE WORK SITE.

C. ENSURE THAT WORK REQUIRING LOCKOUT WHICH WILL TAKE LONGER THAN ONE SHIFT IS CONTINUOUSLY UNENERGYZIED PER COGNIZANT PROCEDURES.

8. BEFORE STARTING WORK ON AN ENGINE OR MOTOR, LINE SHAFT, OR OTHER POWER TRANSMISSION EQUIPMENT OR POWER DRIVEN MACHINERY, MAKE SURE THE POWER IS TURNED OFF.

9. TO MAKE SURE POWER CANNOT BE TURNED ON BY OTHERS, PLACE YOUR OWN PADLOCK ON THE CONTROL SWITCH, LEVER OR VALVE, EVEN THOUGH SOMEONE ELSE HAS LOCKED THE CONTROL BEFORE YOU. THE BEST ASSURANCE AN EMPLOYEE HAS AGAINST ACCIDENTAL START-UP IS TO LOCKOUT WITH HIS / HER PADLOCK.

10. IF NO PADLOCK IS AVAILABLE, PLACE A "MAN AT WORK" SIGN AT THE CONTROL AND BLOCK THE MECHANISM IN SOME EFFECTIVE MANNER. MAKE SURE THAT BOTH SIGN AND BLOCKING ARE FASTENED SECURELY SO THEY CANNOT BE EASILY REMOVED.

11. WHEN THROUGH WORKING AT THE END OF YOUR SHIFT, REMOVE YOUR OWN PADLOCK OR YOUR OWN SIGN AND BLOCKING. NEVER PERMIT SOMEONE ELSE TO REMOVE IT FOR YOU, AND BE SURE YOU ARE NOT EXPOSING ANOTHER PERSON TO DANGER BY REMOVING YOUR PADLOCK OR SIGN.

12. IF YOU LOSE THE KEY TO YOUR PADLOCK, REPORT THE LOSS IMMEDIATELY TO YOUR SUPERVISOR AND GET A NEW PADLOCK.

MACHINE GUARDING

COMMON HAZARDS TO BE GUARDED:

ONE OR MORE METHODS OF MACHINE GUARDING SHOULD BE PROVIDED TO PROTECT THE OPERATOR AND OTHER EMPLOYEES IN THE MACHINE AREA FROM HAZARDS SUCH AS THOSE CREATED BY THE POINT OF OPERATION, IN RUNNING NIP POINTS, ROTATING PARTS, FLYING CHIPS AND SPARKS. ALL SUCH HAZARDS LOCATED SEVEN FEET OR LESS ABOVE THE FLOOR, GROUND OR WORKING PLATFORM SHOULD BE GUARDED TO PREVENT ACCIDENTAL CONTACT. GUARDS SHOULD BE ATTACHED TO THE MACHINE, IF POSSIBLE, OR SECURED ELSEWHERE IF ATTACHMENT TO THE MACHINE IS NOT POSSIBLE. THE GUARD MUST PREVENT THE OPERATOR FROM PLACING ANY PART OF THE BODY IN THE DANGER ZONE DURING THE OPERATING CYCLE OF THE MACHINE. GUARDS MUST NOT CREATE ACCIDENT HAZARDS IN THEMSELVES. MACHINES DESIGNED FOR FIXED LOCATIONS MUST BE SECURELY ANCHORED TO PREVENT "WALKING" OR TRIPPING.

SAFE WORK PRACTICES:

1. GUARDS MUST NEVER BE REMOVED UNLESS:

   A. PERMISSION IS GRANTED BY A SUPERVISOR.

   B. A PERSON IS TRAINED IN THE PROCEDURE.

   C. ADJUSTING MACHINERY IS A NORMAL PART OF THE JOB.

2. DO NOT START MACHINERY UNLESS GUARDS ARE IN PLACE AND IN GOOD CONDITION.

3. REPORT MISSING OR DEFECTIVE GUARDS IMMEDIATELY TO YOUR SUPERVISOR.

4. WHEN REMOVING GUARDS FOR REPAIR, ADJUSTMENT OR SERVICING, TURN OFF POWER AND LOCK AND TAG THE MAIN SWITCH.

5. DO NOT PERMIT EMPLOYEES TO WORK ON OR AROUND EQUIPMENT WHILE WEARING LOOSE CLOTHING, JEWELRY, LONG FLOWING, ETC.

6. INSTRUCT MACHINE OPERATOR IN "SAFE WORK PRACTICES".

7. EACH MACHINE SHOULD BE EQUIPPED WITH A MECHANICAL OR ELECTRICAL POWER CONTROL AT THE POINT OF OPERATION.

8. IF GUARDS HAVE TO BE FREQUENTLY REMOVED, REVIEW THEIR OPERABILITY TO SEE IF A MORE SUITABLE GUARD CAN BE DESIGNED.

9. WEAR SAFETY GLASSES OR GOGGLES FOR THAT ADDED PROTECTION.

METER READING

1. WHEN READING METERS, A CONSTANT OBSERVANCE FOR ANIMALS, PARTICULARLY DOGS MUST BE OBSERVED AT ALL TIMES.

2. WHEN READING A METER AND THE GLASS COVER IS DIRTY, AVOID PUTTING YOUR NAKED HAND IN THE DARK, CONFINED COMPARTMENT. USE A LONG HANDLED BRUSH OR SOME OTHER DEVICE TO CLEAN THE GLASS. PRECAUTIONS SHOULD BE TAKEN FOR INSECTS, SPIDERS AND OTHER HAZARD THAT MIGHT EXIST.

3. IF UTILITIES HAVE TO BE CUT OFF, THE METER READER MUST NOTIFY THE CUSTOMER OF HIS PRESENCE, AND DISPLAY AS MUCH COURTESY AS POSSIBLE.

4. IF YOU HAVE TO GO INSIDE THE DWELLING, UNDERNEATH A STRUCTURE, OR IN AN ATTIC OF A STRUCTURE, PRECAUTION MUST BE TAKEN FOR INSECTS, BEES AND WALKING CONDITIONS. LET YOUR PRESENCE BE KNOWN. IF LIGHT IS NEEDED, IT MUST BE USED.

5. AT ALL TIMES WHEN YOU ARE ON YOUR OF DUTY, COURTESY MUST BE DISPLAYED TO THE PUBLIC.

6. IF WALKING WHILE READING METERS, ALL PRECAUTIONS MUST BE TAKEN WHEN YOU ARE WALKING AND TAKE THE SAFE APPROACH TOWARDS METERS.

7. WHEN CROSSING THE STREET IS REQUIRED, CAUTION MUST BE TAKEN REGARDING THE TRAFFIC.

8. IF NECESSARY TO DRIVE YOUR VEHICLE ON RESIDENCE PROPERTY, CAUTION MUST BE TAKEN NOT TO DAMAGE SHRUBBERY, ETC.

9. IF YOU HAVE TO GO INTO A RESIDENT'S FENCED YARD, YOU MUST LEAVE THE GATE IN THE POSITION THAT YOU FOUND IT.

10. IF YOU HAVE A CUSTOMER WHO HAS ENTRUSTED YOU WITH A KEY TO OPEN A GATE, YOU MUST LOCK IT AS YOU FOUND IT, AND THE KEY MUST BE PROTECTED AT ALL TIMES.

11. IF YOU HAVE TO ENTER A DWELLING, NOTIFICATION OF YOUR PRESENCE MUST BE MADE.

12. WHEN APPROACHING A METER, BE CAREFUL OF ROUGH TERRAIN, BUSHES OR TREES THAT COULD CONTAIN SPIDERS OR ANY OTHER INSECT.

13. WHEN A COVER ON A METER HAS BEEN OPENED, YOU MUST MAKE SURE THAT THE COVER IS IN PLACE AND SECURE WHEN REPLACED.

14. IF A DEFECTIVE METER, BOX OR COVER IS FOUND, THEY MUST BE PROTECTED, REPORTED, AND REPAIRED AS SOON AS POSSIBLE.

15. IF ADVERSE WEATHER OCCURS, SUCH AS WIND, STORMS, LIGHTNING AND RAIN, ALL PRECAUTIONS MUST BE TAKEN.

16. EQUIPMENT MUST BE REGULARLY INSPECTED AND ANY DEFECTS FOUND MUST BE REPORTED TO PROPER AUTHORITY.

17. IF A COMPUTER RECORDER, OR PAD AND PENCIL IS USED, PROTECTION MUST BE AFFORDED AT ALL TIMES FOR THE EQUIPMENT AND FOR YOURSELF.

18. WHEN USING A METER READING STICK, WITH A HOOK ON ONE END TO OPEN THE HATCH TO READ THE METER, CAUTION MUST BE TAKEN.

19. IF A METER READER IS OPERATING A VEHICLE, SAFE DRIVING WILL BE DEMONSTRATED, AND ALL TRAFFIC LAWS OBEYED.

20. IF AT ALL POSSIBLE, WHEN YOU STOP YOUR VEHICLE, CLEAR THE HIGHWAY OR ROAD. IF NOT POSSIBLE, WARNING SIGNALS MUST BE DISPLAYED.

21. WHEN GETTING IN AND OUT OF ANY VEHICLE, THE METER READER MUST CONSIDER THE TERRAIN AND BE VERY CAREFUL OF HOLES OR ANY OTHER HAZARD THAT MIGHT EXIST.

22. WHEN USING A VEHICLE TO READ METERS, THE VEHICLE WILL BE PROPERLY SERVICED BEFORE THE TOUR OF DUTY, AND MAKE SURE THAT YOUR VEHICLE IS IN SAFE CONDITION AND THAT ALL SAFETY FEATURES, BRAKES AND LIGHTS ARE WORKING. NO BROKEN WINDOWS AND TIRES ARE IN GOOD CONDITION.

23. IF WASPS OR BEES ARE ENCOUNTERED TO ENDANGER YOUR SAFETY, A TYPE OF INSECTICIDE SPRAY MUST BE USED AND IN YOUR PRESENCE AT ALL TIMES.

24. ANIMAL PROTECTION MUST BE AFFORDED, SUCH AS DOG MACE, ETC.

25. IF USING A VEHICLE WHILE READING METERS AND YOU MUST LEAVE YOUR VEHICLE, YOU MUST LEAVE YOUR VEHICLE SECURE AND IN A SAFE PLACE. IF LEAVING YOUR VEHICLE FOR A PERIOD OF TIME, THE MOTOR MUST NOT BE RUNNING AND THE KEYS MUST BE IN YOUR PRESENCE.

26. IF USING A COMPUTER TO READ METERS, IF FOUND DEFECTIVE, MUST BE REPORTED.

27. IF A METER HAS TO BE READ, DAYLIGHT OR DARK, AND A LIGHT IS NEEDED, SUFFICIENT LIGHT MUST BE USED.

28. ALL TOOLS USED IN READING METERS, SUCH AS SHOVELS, WATER PUMPS, ETC., MUST BE IN GOOD CONDITION. WHEN USED, CAUTION MUST BE TAKEN.

29. IF WATER PUMP OR WATER WRENCH IS USED, MAKE SURE AFTER USING IT, THAT ALL WATER HAS BEEN DRAINED.

30. ALL TOOLS MUST BE KEPT IN GOOD CONDITION, AND WHEN NOT IN USE, STORED SAFELY AT ALL TIMES.

31. A LONG CUFFED GLOVE SHOULD BE ON YOUR HAND IF YOU HAVE TO PUT YOUR HAND INSIDE THE METER CASE TO READ THE METER.

32. WHEN TURNING ANY METERS ON OR OFF, THE PRESENT READINGS WILL BE TAKEN.

33. WHEN TURNING WATER ON TO A RESIDENCE OR BUSINESS, THE METER SHOULD BE WATCHED. WHEN A REASONABLE AMOUNT OF WATER HAS RUN THROUGH AND NOT STOPPED, THE WATER METER SHOULD BE TURNED OFF IN CASE OF A BROKEN OR OPEN PIPE.

34. IF THE GAS IS TURNED ON TO A RESIDENCE OR BUSINESS, IF IT IS A COURTESY OF THE TOWN TO LIGHT ANY PILOTS, MAKE SURE THAT PROPER INSTRUCTIONS ARE FOLLOWED TO LIGHT ANY PILOTS OF ANY APPLIANCES. IF YOU FEEL THAT A PILOT IS UNSAFE, DO NOT LIGHT IT, AND REPORT TO PROPER AUTHORITY. IF NO ONE IS HOME, DO NOT TURN THE GAS ON. LEAVE A NOTE THAT THE GAS IS OFF.

35. IF NECESSARY, THE GAS MUST BE CUT OFF AGAIN IF ANYTHING OR ANY CONDITION IS NOTICED THAT IS UNSAFE.

36. IF YOU DETECT THE ODOR OF GAS, THE MAIN GAS VALVE MUST BE CUT OFF UNTIL THE CONDITION IS CORRECTED.

37. NEVER STRIKE A MATCH OR USE OPEN FLAME IF ODOR IS DETECTED, OR ANY UNSAFE CONDITION EXISTS.

38. WHEN TURNING THE GAS METER ON, CHECK THE METER GAUGES TO MAKE SURE YOU HAVE NO NOTICEABLE LEAKS. IF IN DOUBT, TURN THE METER OFF.

39. MAKE SURE ALL TYPES OF METERS ARE IN GOOD CONDITION, GAS AND WATER ARE IN SAFE OPERATION WITH ALL SAFETY DEVICES IN PROPER OPERATION. IF IN DOUBT AT ANY TIME, THE SAFE COURSE MUST BE TAKEN AND REPORTED TO PROPER AUTHORITY.

OFFICE SAFETY

1. UNLESS ANCHORED, FILE CABINETS, PARTICULARLY THOSE WITH HEAVILY LOADED TOP DRAWERS, WILL TILT FORWARD WHEN THE UPPER DRAWER IS PULLED OUT. WHEN PLACED IN OPEN SPACE, CABINETS SHOULD BE BOLTED TOGETHER SIDE-BY-SIDE WHEN AGAINST THE WALL, CABINETS SHOULD BE SECURED TO THE WALL BY BOLTING OR WITH A STEEL ANGLE ACROSS THE TOP REAR TO PREVENT FORWARD TILT.

2. OFFICE WORKERS IN GENERAL ARE NOT PHYSICALLY CAPABLE OR EXPERIENCED FURNITURE MOVERS; SO THEY SHOULD NOT BE OBLIGED TO RELOCATE DESKS OR CABINETS OR CARRY HEAVY OBJECTS FROM PLACE TO PLACE.

3. BINDERS, MAGAZINES, NEWSPAPERS AND OFFICE MATERIAL ON TOP OF CABINETS AND DESKS CAN SLIDE, SLIP OR FALL ON SOMEONE. IN THE OFFICE, THE PRACTICE OF HIGH PILING OF ANYTHING SHOULD BE AVOIDED.

4. TRIMMING BOARDS OR PAPER CUTTERS ARE DANGEROUS. THE KNIFE BLADE SHOULD BE KEPT DOWN AND SECURED WHEN NOT IN USE. FINGER GUARDS SHOULD BE MOUNTED ON PAPER CUTTERS.

5. SHADING ELECTRIC LAMPS WITH PAPER IS BAD BUSINESS. THE PAPER CAN IGNITE AND START A SERIOUS FIRE.

6. THE WASTEBASKET IS A RECEPTACLE FOR PAPER AND NORMAL OFFICE DEBRIS. IT IS NOT A DEPOSITORY FOR BROKEN GLASS, RAZOR BLADES OR GARBAGE. CONSIDER THE JANITOR' S SAFETY.

7. SHARP POINTED INSTRUMENTS SUCH AS SHEARS, PENKNIVES AND PENCILS CAN HURT PEOPLE. NEVER LEAVE THESE ITEMS IN A POSITION WHERE OTHERS CAN COME IN CONTACT WITH THEM AND BE INJURED. NEVER INSERT PENCILS IN YOUR MOUTH OR EAR.

8. STRIVE FOR CLEANLINESS AND GOOD HOUSEKEEPING AT ALL TIMES. IT CONTRIBUTES TO A PLEASANT WORK ENVIRONMENT AND IMPROVES OFFICE EFFICIENCY.

9. MANY OFFICE MACHINES ARE ELECTRICALLY DRIVEN. THE OUTLET PLUGS MUST BE GROUNDED WITH A THIRD WIRE. ELECTRICAL WIRES STRUNG ACROSS THE FLOOR PRESENTS A TRIPPING HAZARD AND SHOULD BE AVOIDED.

10. BROKEN CHAIRS OR BENCHES SHOULD BE REMOVED AND REPAIRED PROPERLY. FURNISHINGS WITH ROUGH, SPLINTERED OR SHARP EDGES SHOULD BE REFINISHED.

11. ADEQUATE MEANS OF EXIT SHOULD BE MAINTAINED AND PROVIDED WITH EMERGENCY LIGHTING. ALL EXIT ROUTES MUST BE CLEARLY MARKED.

12. ALL STAIRWAYS MUST BE EQUIPPED WITH SECURED HANDRAILS AND NON-SKID TREAD SURFACESON THE STEPS.

13. CLEAN SPILLS TO PREVENT SLIPPING AND FALLS.

14. DESK AND CABINET DRAWERS MUST BE KEPT CLOSED. WHEN LEFT OPEN, THEY PRESENT COLLISION AND TRIPPING HAZARDS.

15. TIPPING BACK STRAIGHT CHAIRS CAN RESULT IN OVERBALANCING.

16. IF YOU PUT PAPER, CLOTH OR COMBUSTIBLES ON HEATING EQUIPMENT, YOU ARE WASTING ENERGY AND CREATING A FIRE HAZARD. IN THE INTEREST OF GOOD FIRE PROTECTION, PUT OILY DUST RAGS IN METAL RECEPTACLES.

17. CONSIDER THE NOISE LEVEL. BUSINESS MACHINES CAN PRODUCE A CONSTANT ANNOYING CHATTER UNLESS ENCLOSED IN SOUND DAMPENING BOOTHS OR LOCATED AWAY FROM GENERAL OFFICE AREAS.

18. WALK CAREFULLY UP OR DOWN STAIRS, ONE STEP AT A TIME, USING HANDRAILS AND KEEPING HANDS OUT OF POCKETS.

19. STAIRWAYS, HALLWAYS, AISLES AND WALKWAYS BETWEEN DESKS MUST BE KEPT CLEAN OF SPILLED LIQUIDS, TELEPHONE AND OFFICE MACHINE CORDS (UNLESS ENCLOSED BY FLOOR MOLDINGS), TRASHCANS OR OTHER OBJECTS WHICH COULD CREATE SLIPPING OR TRIPPING HAZARDS.

20. RUNNING THROUGH DOORWAYS IS PROHIBITED.

21. STAND OR WALK CLEAR OF DOORS WHICH MAY SWING OPEN UNEXPECTEDLY. DO NOT PUSH ON GLASS PANE DOORS.

21. WHEN CARRYING A PORTABLE ELECTRIC MACHINE OR APPLIANCE, COIL THE CORD SO AS TO AVOID TRIPPING AND AVOID CATCHING THE CORD ON PROTRUDING OBJECTS, SUCH AS DOORKNOBS. LIFT AND CARRY ONLY LOADS YOU CAN HANDLE SAFELY.

23. WHEN MOVING PORTABLE STANDS OR TABLES SUPPORTING OFFICE MACHINES OR OTHER OBJECTS, BE CAREFUL THAT SUCH OBJECTS DO NOT FALL.

24. DO NOT ATTEMPT TO LIFT OR MOVE BULKY OR HEAVY EQUIPMENT OR MATERIALS ALONE. GET SOMEONE TO ASSIST YOU.

25. PORTABLE ELECTRIC FANS OR HEATERS SHALL NOT BE HANDLED WHILE IN OPERATION. THEY MUST NOT BE PLACED ON THE FLOOR IN LOCATIONS WHERE LIKELY TO CAUSE INJURY UNLESS SPECIAL SAFEGUARDING IS PROVIDED. THE USE OF FANS WITHOUT BLADE GUARDS OR HEATERS WITHOUT PROTECTIVE GUARD IS PROHIBITED.

26. BUSINESS MACHINES MUST NEVER BE ADJUSTED OR CLEANED WHILE IN MOTION. IF MACHINE JAMS, POWER SHALL BE TURNED OFF BEFORE AN ATTEMPT IS MADE TO REMOVE OBSTRUCTION.

27. USE OF FLAMMABLE FLUID TO CLEAN AN ELECTRICALLY OPERATED MACHINE IS PROHIBITED.

28. ALL EXPOSED ROTATING GEARS, BELTS, COUPLINGS AND OTHER MOVING PARTS IN WHICH FINGERS, HANDS, EXTREMITIES OR HAIR MIGHT BE CAUGHT, SHALL HAVE ADEQUATE SAFETY GUARDS. SUCH GUARDS SHALL NOT BE REMOVED EXCEPT FOR MAINTENANCE OR REPAIR WORK ON THE MACHINES.

29. TO AVOID POSSIBLE EYE OR OTHER INJURY, REFRAIN FROM THROWING ARTICLES SUCH AS CARDS, PAPER CLIPS, ETC.

30. CARE MUST BE EXERCISED WHEN HANDLING PAPERS TO AVOID CUTS. WHEN PRACTICABLE, USE RUBBER FINGER GUARD WHEN WORKING WITH STACKS OF PAPER. USE WETTING DEVICE (NOT THE TONGUE) FOR SEALING ENVELOPES.

31. SIT SQUARELY IN THE MIDDLE OF CHAIRS, KEEPING ALL CHAIRS LEGS OR CASTERS ON THE FLOOR. REPORT ANY SHARP EDGES, SPLINTERS OR DEFECTIVE PARTS ON OFFICE FURNITURE SO REPAIRS CAN BE MADE.

32. IN CASE OF FIRE, ELECTRIC POWER SUPPLY SHOULD BE CUT OFF.

33. DO NOT CLIMB ON CHAIRS, TABLES, DESKS OR OTHER OBJECTS THAT WERE NOT DESIGNED TO SUPPORT YOUR WEIGHT.

34. EVERY EMPLOYEE IS RESPONSIBLE THAT THE DESK AND WORK AREA ARE CLEAN AND ORDERLY. PICK UP ITEMS SUCH AS PENCILS, PAPER CLIPS AND RUBBER BANDS.

35. REPORT LOOSE, TORN OR THREADBARE CARPETING.

36. HASTE WHEN WALKING BETWEEN DESKS, ETC. CAN RESULT IN BRUISES AND FALLS.

37. DON'T LAY ELECTRICAL CORDS IN WALKWAYS.

38. MESSAGE SPINDLES ARE DANGEROUS AND CAN WOUND THE HANDS AND ARMS. IF MESSAGE SPINDLES ARE USED, COVER THE POINT WITH A BLUNT POINT GUARD OR BEND THE POINT HORIZONTALLY.

39. SCISSORS, PAPER CUTTERS, ETC., CAN CAUSE MINOR, BUT PAINFUL INJURIES. REPORT THESE AT ONCE AND TAKE PRECAUTIONS TO AVOID INFECTION.

40. PAPER CAN CUT, USE A SPONGE OR OTHER WETTING DEVICE FOR ENVELOPES AND LABELS. USE RUBBER FINGER GUARDS WHEN WORKING WITH STACKS OF PAPER.

41. KEEP PAPER CLIPS, THUMBTACKS AND PINS IN A LOCATION WHERE THEY WON'T INJURE YOU. KEEP RAZOR BLADES AND EXTRACTOR BLADES COVERED.

42. BE SURE ALL ELECTRICAL EQUIPMENT IS GROUNDED AND THE CORDS ARE IN IF A MACHINE SHOCKS OR IS SMOKING, UNPLUG IT AND REPORT THE DEFECTIVE DEVICE IMMEDIATELY.

43. DO NOT SMOKE BECAUSE THIS IS HAZARDOUS TO YOUR HEALTH AS WELL AS TO OTHERS.

PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

THE VARIETY OF WORK OPERATIONS PERFORMED BY MUNICIPAL EMPLOYEES INVOLVES MANY OCCUPATIONAL HAZARDS. TASKS PERFORMED RANGE FROM OFFICE ACTIVITIES TO HEAVY CONSTRUCTION WORK. IN ALL TASKS, HOWEVER, THERE ARE COUNTERPARTS IN PRIVATE INDUSTRY WHERE MUCH RESEARCH HAS BEEN DONE TO DEVELOP STANDARDS TO PROTECT EMPLOYEES FROM ACCIDENTAL INJURY. WHEN THE HAZARDS CANNOT BE ENGINEERED OUT OF THE MACHINE OR PROCESS, THEN PROTECTIVE CLOTHING OR EQUIPMENT SHOULD BE DESIGNED TO PREVENT INJURY.

AN EMPLOYEE WHO FAILS TO WEAR PROTECTIVE CLOTHING OR USE SAFETY EQUIPMENT BECOMES A GAMBLER WHO IS BETTING HIS / HER LIFE, EYESIGHT AND GENERAL PHYSICAL WELL BEING THAT "IT WON'T HAPPEN TO ME". LOSING THAT BET BECOMES MORE UNCOMFORTABLE FOR A LIFETIME THAN WEARING THE EQUIPMENT FOR THE DURATION OF THE JOB. SAFETY IN THIS INSTANCE IS ACKNOWLEDGMENT OF THE HAZARDS, KNOWLEDGE OF THE PROTECTION AVAILABLE AND A FRAME OF MIND THAT MAKES USE OF AVAILABLE PROTECTION A SAFE WORK HABIT.

SUPERVISORS SHOULD TAKE IMMEDIATE CORRECTIVE ACTION TO ELIMINATE UNSAFE ACTS OR UNSAFE CONDITIONS WHICH COULD RESULT IN AN ACCIDENT.

HEAD PROTECTION:

MANY CONSTRUCTION AND MAINTENANCE ACTIVITIES PERFORMED BY MUNICIPAL EMPLOYEES INVOLVE WORKING HIGH ABOVE OR FAR BELOW GROUND LEVELS, MOVEMENT OR MATERIALS OVERHEAD AND WORKING NEAR OPERATING CONSTRUCTION MACHINERY. IN SUCH CIRCUMSTANCES, THE HAZARDS OF BEING STRUCK BY FALLING OBJECTS OR MACHINERY CONSTANTLY EXIST. HARD HATS ARE PROVIDED TO PROTECT THE HEAD AGAINST DANGER OF THE HEAD INJURIES FROM SMALL FALLING OR FLYING OBJECTS. THE PROTECTION IS PROVIDED BY THE INSIDE HARNESS WHICH GIVES THE HELMET ITS IMPACT DISTRIBUTION ABILITIES. IT IS IMPORTANT THAT IT BE ADJUSTED TO FIT THE WEARER AND KEEP THE HAT ITSELF A MINIMUM DISTANCE OF 1 1/4" ABOVE THE WEARER'S HEAD.

THE FOLLOWING PROCEDURES SHOULD BE FOLLOWED:

1. EACH DEPARTMENT IS RESPONSIBLE FOR SUPPLYING THE PROPER HEAD PROTECTION WHEN REQUIRED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES.

2. THE CONSTRUCTION AND SHAPE OF HARD HATS SHOULD NOT BE ALTERED IN ANY MANNER.

3. HARD HATS SHOULD NOT BE PAINTED NOR HAVE HOLES DRILLED INTO THEM BECAUSE IT ALTERS THE PROPERTIES AND STRENGTH OF THE HAT.

4. HARD HATS SHOULD BE WORN IN ANY AREA DESIGNATED "HARD HAT AREA" OR WHERE COMMON SENSE DICTATES THAT OVERHEAD HAZARDS EXIST.

5. ALL PERSONNEL ENGAGED IN CLIMBING TASKS OR WORKING FROM AERIAL LIFTS SHOULD WEAR SECURE FITTING HEAD PROTECTION THAT MEETS THE APPROVED STANDARDS FOR DIELECTRICPROPERTIES (CLASS B HARD HATS) DUE TO THE POSSIBILITY OF CONTRACTING OVERHEAD ELECTRICAL HAZARDS.

6. HARD HATS OF THE TYPE APPROVED BY THE DEPARTMENT HEAD SHOULD BE WORN WHEN WORKING IN AREAS WHERE OBJECTS ARE SUBJECT TO FALLING, FLYING OR STRIKING THE HEAD, (CONSTRUCTION PROJECTS, MATERIAL HOISTING, ALL BUILDING INSPECTORS MUST WEAR SAFETY HELMETS WHILE EXAMINING CONDEMNED OR UNSAFE HOUSES, TRENCHING OR EXCAVATION.

7. HARD HATS MUST BE WORN WITH THE FRONT OF THE HAT FACING FORWARD.

FACE AND EYE PROTECTION:

HAZARDS INVOLVING THE POSSIBILITY OF INJURY TO THE FACE AND EYES EXIST IN BOTH INDOOR AND OUTDOOR TASKS. THEY RANGE FROM DUST BLOWN INTO THE EYES ON A WINDY DAY TO PARTICLES OF STEEL, SAND, CONCRETE, GRAVEL WHILE MOWING, ETC. PROPELLED INTO THE EYES WITH CONSIDERABLE FORCE BY POWER TOOLS AND MACHINERY OR SPLASHES OF LIQUID CHEMICALS.

THERE ARE MANY TYPES OF SAFETY GLASSES, GOGGLES, SHIELDS, ETC. TO PROTECT WORKERS FROM THESE HAZARDS. THE LOSS OF ONE'S EYESIGHT, FOR ANY CAUSE OR TO ANY DEGREE, IS TRAGIC AND BOUND TO BRING SERIOUS PERSONAL HARDSHIP TO THE VICTIM. UNFORTUNATELY, MANY EMPLOYEES / SUPERVISORS ARE INATTENTIVE TO THE DANGERS THAT EXIST IN THEIR WORK ENVIRONMENT AND FAIL TO PROTECT THEMSELVES AGAINST EYE INJURIES. NO EMPLOYEE, REGARDLESS OF DUTIES OR POSITION, SHOULD BE PERMITTED TO PERFORM ALL OR ANY PART OR A HAZARDOUS TASK WITHOUT ADEQUATE EYE PROTECTION. THE CONSEQUENCES ARE SO SERIOUS THAT NO EXCEPTION TO THIS POLICY WILL BE PERMITTED OR CONDONED.

FACE AND EYE PROTECTION SHOULD BE PROVIDED FOR ANY TASK WHERE THERE IS A REASONABLE PROBABILITY OF INJURY THAT CAN BE PREVENTED BY SUCH PROTECTION. EMPLOYEES ASSIGNED TO PERFORM TASKS WHICH REQUIRE EYE PROTECTION MUST WEAR THE PROTECTOR PROVIDED.

DEPARTMENT SHOULD MAKE APPROPRIATE FACE AND EYE PROTECTION DEVICES AVAILABLE TO EMPLOYEES AND MAKE THEIR USE MANDATORY FOR SPECIFIC TASKS. SAFETY GLASSES, GOGGLES AND OTHER EYE PROTECTIVE EQUIPMENT OFFER VITAL PROTECTION. IF SUFFICIENT CARE IS NOT EXERCISED TO MAINTAIN THEM, DIRTY OR SCRATCHED LENSES MAY PRODUCE ANOTHER HAZARD FROM REDUCED VISIBILITY.

THE FOLLOWING SAFETY PROCEDURES ARE TO BE FOLLOWED:

1. FACE AND / OR EYE PROTECTION SHOULD BE WORN IN SITUATIONS SUCH AS:

   A. GRINDING, CUTTING, MILLING OR DRILLING WITH POWER TOOLS.

   B. USING IMPACT WRENCHES AND COMPRESSED AIR TOOLS.

   C. CHIPPING, SCRAPING, SCALING PAINT, RUST OR OTHER MATERIALS.

   D. USING PUNCHES, CHISELS OR OTHER IMPACT TOOLS.

   E. CUTTING OR BREAKING GLASS.

   F. CUTTING RIVETS.

   G. CUTTING OR BREAKING CONCRETE.

   H. WHEN USING POWER ACTUATED TOOLS.

   I. CLEANING DUST OR DIRT FROM OTHER VEHICLES, MACHINERY, ETC.

   J. USING METAL CUTTING LATHE, CARPERS, DRILL PRESSES, POWER HACKSAWS AND THER METAL WORKING TOOLS.

   K. WHEN USING CORROSIVE OR REACTIVE LIQUID AND / OR SOLID CHEMICALS.

   L. USING POWER WOODWORKING MACHINERY, BOTH FIXED AND PORTABLE.

   M. OPERATING OR WHILE IN THE VICINITY OF MACHINERY WHERE THERE IS A DANGER OF FALLING OBJECTS OR DUST.

   N. WHEN WORKING ON ANY OVERHEAD SURFACE OR OBJECT WHICH REQUIRES THE EMPLOYEE TO FACE UPWARD.

   O. OPERATING OR WHILE IN THE IMMEDIATE AREA WHERE LAWN MOWERS, SALT SPREADERS, ETC. ARE BEING USED.

   P. WHILE RIDING ON OR OPERATING A VEHICLE WITHOUT THE BENEFIT OF A WINDSHIELD.

   Q. PORTABLE WELDING SCREENS SHOULD BE USED TO PROTECT THE EYES OF OTHERS IN THE VICINITY.

   R. HELPERS AND OBSERVERS SHOULD ALSO WEAR SAFETY GLASSES OR GOGGLES WITH PROPER FILTER LENSES.

S. MOWING / CUTTING GRASS, WEEDS AND TRIMMING TREES, BUSHES, ETC.

2. A FULL PLASTIC FACE SHIELD SHOULD BE WORN:

A. OPERATING EDGERS, CHIPPERS AND CHAIN SAWS:

HEARING PROTECTION:

IN THE VARIETY OF ACTIVITIES CONDUCTED BY WORK CREWS, THERE ARE SOME MACHINES OR EQUIPMENT THAT MAY PRODUCE SOUND LEVELS IN FREQUENCIES WHICH COULD CAUSE HEARING LOSS.

EAR PROTECTION MAY CONSIST OF EARMUFFS, EARPLUGS OR SOME OF THE NEWER DISPOSABLE MATERIALS. THE TYPE MOST ACCEPTABLE TO THE EMPLOYEES SHOULD BE PROVIDED WHENEVER POSSIBLE SO LONG AS IT ACHIEVES SUFFICIENT REDUCTION OF THE NOISE EXPOSURE.

EAR PROTECTION MUST BE USED WHEN OPERATING OR NEAR CHIPPERS, CHAIN SAWS, GENERATORS, PORTABLE COMPRESSED AIR TOOLS, ETC.

HAND PROTECTION:

MANY TASKS INVOLVE MANUAL LIFTING OR HANDLING OF HEAVY TOOLS AND MATERIALS. FOOT INJURIES FREQUENTLY OCCUR WHEN HEAVY OBJECTS ARE DROPPED, RESULTING IN BRUISES, DISLOCATIONS, FRACTURES OR CRUSHES. SHOES ENFORCED WITH STEEL TOES OR SOLES WILL PREVENT FOOT INJURIES FROM THE IMPACT OF FALLING OBJECTS, STEPPING ON SHARP OBJECTS OR EXPOSURE TO THE BLADES OF POWER TOOLS. SAFETY FOOTWEAR IS AVAILABLE IN A VARIETY OF ATTRACTIVE STYLES AND ARE AS COMFORTABLE AS ANY FITTED SHOES.

THE WEARING OF SANDALS, SHOWER OR BEACH THONGS OR CANVAS SHOES SHOULD BE PROHIBITED.

FOOT PROTECTION IS A SOUND INVESTMENT FOR ANY EMPLOYEE - NOT ONLY FOR WORK ACTIVITIES, BUT FOR MANY OFF THE JOB TASKS AS WELL. SAFETY TOE FOOTWEAR FOR EMPLOYEES SHOULD MEET THE REQUIREMENTS AND SPECIFICATIONS.

RESPIRATORY PROTECTION:

IN THE CONTROL OF OCCUPATIONAL DISEASES CAUSED BY BREATHING AIR CONTAMINATED WITH HARMFUL DUST, FOGS, FUMES, MISTS, GASES, SMOKES, SPRAYS OR VAPORS, THE PRIMARY OBJECTIVE SHOULD BE TO PREVENT ATMOSPHERIC CONTAMINATION. THIS SHOULD BE ACCOMPLISHED AS FAR AS FEASIBLE BY ACCEPTING ENGINEERING CONTROL MEASURES (ex: ENCLOSURE OR CONFINEMENT OF THE OPERATION, GENERAL AND LOCAL VENTILATION AND SUBSTITUTION OF LESS TOXIC MATERIALS. WHEN EFFECTIVE ENGINEERING CONTROLS ARE NOT FEASIBLE, OR WHILE THEY ARE BEING INSTITUTED, APPROPRIATE RESPIRATORS SHOULD BE USED.

RESPIRATORS PROVIDED SHOULD BE SUITABLE FOR THE PURPOSES INTENDED. A RESPIRATORY PROTECTIVE PROGRAM SHOULD BE ESTABLISHED AND MAINTAINED WHICH INCLUDES THE FOLLOWING:

1. WRITTEN STANDARD GOVERNING THE SELECTION AND USE OF RESPIRATORS.

2. RESPIRATORS SHOULD BE SELECTED ON THE BASIS OF HAZARDS TO WHICH THE WORKER IS EXPOSED.

3. THE EMPLOYEE(S) SHOULD BE INSTRUCTED AND TRAINED IN THE PROPER USE OF RESPIRATORS AND THEIR LIMITATIONS.

4. WHERE APPLICABLE, THE RESPIRATORS SHOULD BE ASSIGNED TO INDIVIDUAL WORKERS FOR THEIR EXCLUSIVE USE.

5. RESPIRATORS SHOULD BE REGULARLY CLEANED AND DISINFECTED. THOSE ISSUED FOR EXCLUSIVE USE OF ONE WORKER SHOULD BE CLEANED AFTER EACH DAY'S USE, OR MORE OFTEN IF NECESSARY. THOSE USED BY MORE THAN ONE WORKER MUST BE THROUGHLY CLEANED AND DISINFECTED AFTER EACH USE.

6. RESPIRATORS SHOULD BE STORED IN A CONVENIENT, CLEAN AND SANITARY LOCATION.

7. RESPIRATORS USED ROUTINELY SHOULD BE INSPECTED DURING CLEANING. WORN OR DETERIORATED PARTS SHOULD BE REPLACED. RESPIRATORS FOR EMERGENCY USE SUCH AS SELF CONTAINED DEVICES SHOULD BE THROUGHLY INSPECTED AT LEAST ONCE A MONTH AND AFTER EACH USE.

8. SUPERVISION OF WORK AREA CONDITIONS AND THE DEGREE OF EMPLOYEE EXPOSURE AND STRESS SHOULD BE OBSERVED.

9. THEY SHOULD BE REGULAR INSPECTION AND EVALUATION TO DETERMINE THE CONTINUED EFFECTIVENESS OF THE PROGRAM.

10. PERSONS SHOULD NOT BE ASSIGNED TO TASKS REQUIRING THE USE OF RESPIRATORS UNLESS IT HAS BEEN DETERMINED THAT THEY ARE PHYSICALLY ABLE TO PERFORM THE WORK WHILE USING THE EQUIPMENT. THE RESPIRATOR USER'S MEDICAL STATUS SHOULD BE REVIEWED PERIODICALLY (ANNUALLY).

11. ONLY APPROVED OR ACCEPTED RESPIRATORS SHOULD BE USED WHEN THEY ARE AVAILABLE. THE RESPIRATOR FURNISHED SHOULD PROVIDE ADEQUATE RESPIRATORY PROTECTION AGAINST THE PARTICULAR HAZARDS FOR WHICH IT IS DESIGNED IN ACCORDANCE WITH STANDARDS ESTABLISHED BY COMPETENT AUTHORITIES.

THERE ARE MANY TASKS IN EMPLOYMENT THAT INVOLVE EXPOSURE TO FUMES, GASES, MISTS, CHEMICAL DUST, ETC., THAT ARE HARMFUL TO THE HUMAN RESPIRATORY SYSTEM OR NECESSITATE WORKING IN ENVIRONMENTS CONTAINING INSUFFICIENT OXYGEN TO SUSTAIN HUMAN LIFE.

THESE HAZARDS CAN BE AVOIDED BY USE OF APPROPRIATE FILTER ACTION - BREATHING MASK, SELF-CONTAINED BREATHING APPARATUS, ETC. SAFE PERFORMANCE IS ACHIEVED THROUGH ADEQUATE KNOWLEDGE OF THE NOXIOUS OR TOXIC EFFECT OF SUBSTANCES BEING HANDLED, THE CIRCUMSTANCES UNDER WHICH HARMFUL ATMOSPHERES MAY EXIST IN THE WORK ENVIRONMENT BEFORE ENTERING IT, THE TYPE OF EQUIPMENT THAT WILL PROVIDE ADEQUATE PROTECTION AND THE TRAINING IN THE PROPER WAY TO USE THE PROTECTIVE EQUIPMENT.

SAFETY PROCEDURES FOR RESPIRATORY HAZARDS:

THE FOLLOWING SAFETY PROCEDURES ARE ESTABLISHED:

1. THE JOB SUPERVISOR SHOULD BECOME FAMILIAR WITH THE ATMOSPHERIC PROPERTIES OF ALL WORK SITE ENVIRONMENTS, PARTICULARLY THOSE INVOLVING ANY EXPOSURE TO NOXIOUS / TOXIC SUBSTANCES OR ANY OXYGEN DEFICIENCY. IT IS THE RESPONSIBILITY OF THE SUPERVISOR TO RECOGNIZE POTENTIAL HAZARDS, THE CIRCUMSTANCES UNDER WHICH THESE HAZARDS MAY EXIST, THE PROPER METHOD OF TESTING FOR HAZARDOUS ATMOSPHERES AND HOW TO USE THE

   PROPER PROTECTIVE BREATHING APPARATUS. IT IS FURTHER THE RESPONSIBILITY OF THE SUPERVISOR TO THROUGHLY INSTRUCT HIS / HER EMPLOYEE IN THE RECOGNITION OF THESE HAZARDS.

2. SUITABLE BREATHING APPARATUS SHOULD BE CONSPICUOUSLY PLACED NEAR THE WORK ENVIRONMENTS OR CARRIED WITH THE EMPLOYEE WHERE THERE IS A POSSIBILITY OF EXPOSURE TO HARMFUL ATMOSPHERE. THE APPARATUS SHOULD BE KEPT STERILE AND USED ONLY FOR THE PROTECTIVE FUNCTION INTENDED.

3. EACH TIME THE RESPIRATORY EQUIPMENT IS USED, A REPORT WILL BE MADE TO THE FOREMAN FOR THE REASON FOR ITS USE AND THE AMOUNT OF TIME IT WAS USED. THIS WILL AID IN THE REPLACEMENT OF FILTERS OR OTHER EQUIPMENT.

4. APPROVED BREATHING APPARATUS WORN IN THE FOLLOWING INSTANCES:

   A. WHEN WELDING ON BRASS, BRONZE OR GALVANIZED IRON IN CONFINED AREAS WHERE VENTILATION IS LIMITED.

   B. WHEN ENTERING MANHOLES, SEWERS, VAULTS OR OTHER CONFINED SPACES WHERE TESTS INDICATE PRESENCE OF NOXIOUS ATMOSPHERE AFTER ATTEMPTS TO PURGE AND VENTILATE THEM HAVE BEEN UNSUCCESSFUL.

C. WHEN HANDLING PESTICIDES OR OTHER CHEMICALS THAT CAN BE HARMFUL TO THE HUMAN RESPIRATORY SYSTEM.

D. WHEN DETERMINED BY THE FOREMAN TO BE ADVISABLE DUE TO THE KNOWN OR SUSPECTED PRESENCE OF HAZARDOUS SUBSTANCES OR LACK OF OXYGEN IN THE ENVIRONMENT CONCERNED.

E. ANY TIME THERE IS A QUESTION AS TO WHETHER TO USE THE RESPIRATOR OR NOT, THE RESPIRATOR SHOULD BE USED.

5. ANY EMPLOYEE WHOSE WORK REQUIRES RESPIRATORY PROTECTION SHOULD BE TRAINED IN THE PROPER USE AND MAINTENANCE OF THE RESPIRATOR.

6. THE NUMBER OF EMPLOYEES TO PERFORM A TASK WHERE RESPIRATORY PROTECTION IS NECESSARY SHOULD BE KEPT TO THE MINIMUM NECESSARY TO COMPLETE THE TASK SAFELY AND EFFICIENTLY.

CLOTHING :

1. THE CLOTHING YOU WEAR MUST BE SUITABLE FOR YOUR DUTIES, GIVE YOU PERSONAL PROTECTION AND NOT INTERFERE WITH VISION, HEARING, FREE USE OF HANDS AND FEET.

2. EMPLOYERS SHALL NOT WORK SHIRTLESS, BUT SHALL WEAR SUITABLE SHIRTS THAT PROVIDES PROTECTION FROM THE SUN, INSECTS, ABRASIONS OR SCRATCHES. SHIRTS SHALL HAVE AT LEAST QUARTER LENGTH SLEEVES AND COVER THE TORSO.

3. SHIRTS MUST BE COMPLETELY BUTTONED; NOT TORN, LOOSE OR BAGGY. SHIRTTAIL MUST BE TUCKED INTO TROUSERS.

4. SHIRTSLEEVE MUST BE ROLLED DOWN AND CUFFS MUST BE FASTENED.

5. EMPLOYEES ARE PROHIBITED FROM WEARING NECKTIES AND NECK JEWELRY WHEN WORKING AROUND EQUIPMENT OR MACHINERY WITH WHICH THEY MAY BECOME ENTANGLED.

6. FINGER RINGS ARE A HAZARD AND EMPLOYEES REQUIRED TO HANDLE HEAVY MATERIALS, WORK ON OR AROUND MACHINERY OR OTHER EQUIPMENT, MUST NOT WEAR THEM.

7. EMPLOYEES WHOSE DUTIES REQUIRE THEM TO WORK OUTSIDE SHOULD WEAR HIGH TOP SHOES WITH LACES OF STURDY CONSTRUCTION AND OIL RESISTANT SOLES. THESE SHOES SHOULD PROVIDE ANKLE SUPPORT AND SOLES THICK ENOUGH TO GIVE GOOD TRACTION AND TO WITHSTAND PUNCTURES FROM SHARP OBJECTS. THESE SHOES MUST HAVE A DISTINCT SEPARATION BETWEEN THE SOLE AND HEEL WITH STANDARD HEELS OF NO MORE THAN ONE INCH IN HEIGHT.

8. EMPLOYEES WHO WORK OUTSIDE MUST NOT WEAR THE FOLLOWING TYPES OF FOOTWEAR WHILE ON DUTY:

   TENNIS, JOGGING, SANDALS, LOAFERS, CLOTH, CANVAS, COWBOY BOOTS AND SHOES THAT ARE BADLY WORN.

9. IT IS RECOMMENDED THAT EMPLOYEES PURCHASE SAFETY SHOES WITH OIL RESISTANT SOLES.

10. EMPLOYEES WEARING RAINCOAT OR OVERCOAT MUST BE CAREFUL THAT COAT DOES NOT COME IN CONTACT WITH EQUIPMENT, MACHINERY OR OTHER MOVING PARTS.

11. GLOVES MUST BE WORN WHEN EMPLOYEES ARE SUBJECTED TO POTENTIAL INJURY. HEAD PROTECTION, HARD HATS MUST BE WORN WHEN EMPLOYEES ARE SUBJECTED TO POTENTIAL INJURY.

12. EMPLOYEES MUST NOT WEAR OIL SOAKED OR GREASY CLOTHING.

POISONOUS PLANTS

1. WHEN YOU WORK OUTDOORS IN WARM WEATHER YOU MAY BE SUBJECTED TO DIFFERENTHAZARDS. ONE DANGER TO LOOK OUT FOR WHEN YOU WORK

IN WARM WEATHER IS THE POSSIBILITY OF COMING IN CONTACT WITH COMMON POISONOUS PLANTS.

2. WATCH FOR POISON IVY. POISON IVY TAKES MANY FORMS. IT CAN BE CREEPING GROUND COVER, A WOOD SHRUB, OR A VINE CLIMBING AS HIGH AS 30 FEET. POISON IVY FLOURISHES IN MANY DIFFERENT ENVIRONMENTS, FROM PARKS TO PASTURES, FROM OPEN WOODS TO BACKYARDS. IT IS USUALLY FOUND IN UNCULTIVATED AREAS SUCH AS WOODLAND BORDERS, ALONG FENCES AND WALLS, OR AROUND ISOLATED TREES AND POLES. IN THE SPRING, POISON IVY DISPLAYS SMALL, GREENISH WHITE FLOWERS GROWING IN CLUSTERS OF WAXY WHITE BERRIES CAN OFTEN BE SEEN. THE BERRIES HAVE DISTINCTIVE LINES ON THE OUTER SURFACE, SOMETHING LIKE A PEELED ORANGE. THE LEAVES, ONE TO FOUR INCHES IN LENGTH, ARE A DARK, OILY GREEN IN SUMMER AND A RED, BROWN OR ORANGE IN THE FALL. THE EDGES OF THE LEAVES MAY BE SMOOTH, TOOTHED OR LOBED, WITH VARIATIONS OCCURRING EVEN ON THE SAME PLANT. THE LEAVES ARE IN CLUSTERS OF THREE.

3. WATCH FOR POISON OAK. POISON OAK USUALLY TAKES THE FORM OF A WOODY SHRUB, BUT IT ALSO APPEARS AS A VINE. THE WHITE FRUIT AND FLOWERS LOOK LIKE THOSE OF POISON IVY. THE MOST IMPORTANT DISTINGUISHING FEATURE IS ALSO THE SAME AS POISON IVY: THE ARRANGEMENT OF LEAVES IS A CLUSTER OF THREE. THE CENTER LEAF OFTEN, BUT NOT ALWAYS, RESEMBLES AN OAK LEAF, WHILE THE SIDE LEAVES MAY TAKE IRREGULAR SHAPE.

4. WATCH FOR POISON SUMAC POISON SUMAC IS A SHRUB OR SMALL TREE SOMETIMES REACHING HEIGHTS OF 25 FEET. IT IS FOUND IN DAMP, SWAMPY AREAS. THE SHARPLY POINTED LEAVES ARE LIKE THOSE OF THE ASH OR ELDER. THEY OCCUR IN-GROUPS OF 7 TO 13 ARRANGED IN OPPOSITE PAIRS ALONG A CENTRAL MIDRIB WITH A SINGLE LEAF AT THE END. IN THE SPRING, THE LEAVES ARE BRIGHT ORANGE WITH A SMOOTH VELVET TEXTURE. DURING THE SUMMER THEY TURN TO A DARK GLOSSY GREEN WITH SCARLET MIDRIBS. EARLY IN THE FALL THE LEAVES ARE RED ORANGE OR RUSSET. THE YELLOWISH GREEN FLOWERS ARE THE IVORY OR GREEN BERRIES HUNG IN LONG, DROOPY CLUSTERS FROM THE NOTCH BETWEEN THE LEAVES AND THE STEM.

5. IF CONTACT HAS BEEN MADE WITH ANY OF THESE POISONOUS PLANTS, SEEK MEDICAL ATTENTION.

PUBLIC BUILDINGS

1. ANY SPILLED SUBSTANCES SHALL AT ONCE BE REMOVED FROM ALL PUBLIC WALKWAYS, STAIRS, HALLS, ETC.

2. ALL STAIRS, WALKWAYS, HALLS, ETC. SHALL BE CLEAR AND FREE OF ALL OBJECTS SUCH AS BOXES, EXTENSION CORDS, ETC.

3. ALL FLOOR AREAS WHICH HAVE JUST BEEN PAINTED, WASHED, WAXED, ETC., SHALL BE ROPED OFF AND BLOCKED UNTIL SUCH AREAS ARE DRY.

4. ANY DOORWAY OR PASSAGEWAY NOT CONSTITUTING AN EXIT OR A WAY TO REACH AN EXIT, BUT MAY APPEAR TO BE AN EXIT, SHALL BE MARKED IN SUCH A WAY TO MINIMIZE THE POSSIBILITY OF CONFUSING IT WITH AN EXIT.

5. ALL EXITS SHALL BE SO ARRANGED AS TO PROVIDE FREE AND UNOBSTRUCTED EGRESS. THIS SHOULD ALLOW CONTINUED EGRESS FROM EXIT DOORS TO AREAS AWAY FROM THE BUILDING.

6. ALL DOORS SHALL BE EQUIPPED WITH A LATCH OR SOME OTHER FASTENING DEVICE, KNOB, HANDLE, PANIC BAR, ETC.

7. ALL EXIT SIGNS WITH AN ARROW INDICATING DIRECTION SHALL BE PLACED IN ALL LOCATIONS WHERE DIRECTION OF TRAVEL TO REACH THE NEAREST EXIT IS NOT IMMEDIATELY APPARENT.

8. ALL EXIT LIGHTS SHALL BE TURNED ON IN PROPER WORKING CONDITION WHENEVER PUBLIC BUILDINGS ARE OPEN TO THE PUBLIC.

9. EMERGENCY LIGHTING SYSTEMS SHALL BE INSTALLED IN ALL PUBLIC BUILDINGS WHERE REQUIRED. SUCH EMERGENCY LIGHTING SYSTEMS SHALL BE SO ARRANGED AS TO PROVIDE REQUIRED ILLUMINATION

AUTOMATICALLY IN THE EVENT OF ANY INTERRUPTION OF NORMAL LIGHTING.

10. ALL AREAS OF EGRESS SUCH AS STAIRS, STAIR LANDINGS, BALCONIES, RAMPS AND AISLES LOCATED ALONG THE EDGE OF OPEN SIDED FLOORS SHALL BE EQUIPPED WITH GUARDS.

11. A DIAGRAM OF EVACUATION ROUTES FOR ALL PUBLIC BUILDINGS SHALL BE DEVELOPED AND POSTED FOR PUBLIC VIEW.

12. EMPLOYEES MUST NOT LEAVE TOOLS OR MATERIAL ON WINDOWSILLS, LEDGES, LADDERS OR VEHICLES WHERE THEY MAY FALL OR BE JARRED FROM PLACE.

13. AISLES, WALKWAYS, STEPS AND DRIVEWAYS MUST BE KEPT FREE OF DEBRIS, TOOLS EQUIPMENT AND OTHER MATERIAL.

14. WET OR FRESHLY WAXED FLOORS MUST BE PROTECTED Y APPROPRIATELY PLACED SIGNS OR SUCH AREAS BARRICADED OR ROPED OFF. THIS PROTECTION WILL NOT BE REMOVED UNTIL AREA HAS BEEN MADE SAFE.

15. EMPLOYEES MUST AVOID STEPPING ON OR WALKING ON SURFACES MADE SLIPPERY BY GREASE, OIL, WET PAINT OR SIMILAR SUBSTANCES.

16. ICE MUST BE REMOVED FROM OVER DOORWAYS, WALKWAYS OR ANY OTHER LOCATION WHERE THERE IS DANGER OF IT FALLING AND CAUSING INJURY. CLEAN AND IF NECESSARY, APPLY SALT AND / OR OTHER SUITABLE MATERIALS TO STEPS, WALKWAYS AND OTHER LOCATIONS WHERE SLIPPINGMIGHT OCCUR.

17. EMPLOYEES MUST KEEP HANDS OUT OF POCKETS WHEN USING STAIRS AND USE HANDRAILS.

18. PEOPLE MUST NOT WALK OR STAND UNDER SUSPENDED LOADS, WORKMEN ON POLES, LADDERS, OR SCAFFOLDS, NOT STEP OVER, STRADDLE OR STAND ADJACENT TO ROPES OR CABLES THAT ARE UNDER TENSION OR THAT MIGHT BE TIGHTENED AT ANY MOMENT.

19. SLIDING DOWN GUY WIRES, RODS, RAILINGS AND LADDERS; JUMPING OFF LADDERS OR OVER EXCAVATIONS, PIT AND MANHOLES IS PROHIBITED.

20. USE CAUTION WHEN ROUNDING CORNERS TO PREVENT COLLISIONS WITH VEHICLES OR PERSONS.

21. STANDING OR ATTEMPTING TO STAND ON IMPROVISED SCAFFOLDS OR SUPPORTS MADE OF BOXES, BARRELS, CHAIRS, STOOLS OR OTHER UNSAFE MEANS FOR REACHING SHELVES AND HIGH PLACES IS PROHIBITED.

22. BROKEN WINDOW OR DOOR GLASS MUST BE REMOVED WITH GLOVED HAND OR PROPER TOOL. BROKEN GLASS ON FLOOR, PLATFORM, ETC., MUST BE REMOVED PROMPTLY WITH GLOVED HAND OR PROPER EQUIPMENT.

23. SCUFFLING, HORSEPLAY, PRACTICAL JOKES, HARASSMENT AND ALL CONDUCT OF A SIMILAR NATURE IS PROHIBITED.

24. BOARDS OR OTHER MATERIAL WITH PROTRUDING NAILS, OR SCREWS MUST NOT BE PLACED WHERE THEY WILL CAUSE INJURY. THEY MUST BE REMOVED FROM WALKWAYS, OR OTHER AREAS WHERE THEY MAY BE STEPPED ON, WALKED INTO OR BRUSHED AGAINST.

25. EMPLOYEES ALLERGIC TO CERTAIN OILS, GREASES OR CHEMICALS OR OTHER AGENTS MUST AVOID USING THEM. SKIN MUST NOT BE EXPOSED TO OILS, GREASES OR CLEANING FLUIDS MORE THAN ABSOLUTELY NECESSARY IN PERFORMING THEIR WORK. GASOLINE, KEROSENE, OR OTHER VOLATILE LIQUIDS SHOULD NOT BE USED TO CLEAN HANDS AND ARMS. MILD SOAP CONTAINING LANOLIN IS RECOMMENDED.

26. EMPLOYEES MUST EXERCISE EVERY CARE TO PREVENT FIRES. FREQUENT INSPECTIONS MUST BE MADE OF THE PREMISES, AND FIRE HAZARDS FOUND MUST BE PROMPTLY CORRECTED OR REPORTED FOR CORRECTION.

27. EMPLOYEES OBSERVING ANY CONDITION WHICH COULD ENDANGER PERSON OR PROPERTY MUST CORRECT SUCH WHEN PRACTICABLE, OR IF NOT PRACTICABLE TO MAKE CORRECTION, REPORTTHEM TO PROPER AUTHORITY.

28. EMPLOYEES WHOSE DUTIES REQUIRE THE HANDLING OF HAZARDOUS MATERIAL MUST FAMILIARIZE THEMSELVES WITH REQUIREMENTS OF GOVERNMENTAL REGULATIONS, READ THE LABELS AND OTHER SPECIAL INSTRUCTIONS RELATING THERETO, AND CONFORM TO THEM.

29. EMPLOYEES MUST NOT CARRY, OR HAVE IN THEIR POSSESSION, FIREARMS OR OTHER WEAPONS WHILE ON DUTY, UNLESS AUTHORIZED BY THE CITY, REGARDLESS OF POSSESSION OF LICENSE.

30. SAFETY SWITCHES, SAFETY DEVICES, OR SAFETY APPARATUS MUST NOT BE REMOVED OR CUT OUT BY OPERATORS OR MECHANICS ON ANY TYPE OF EQUIPMENT OR MACHINES.

31. SIDEWALKS, PATHWAYS AND STREETS:

A. SIDEWALKS AND PATHWAYS IN SUCH CONDITION THAT MAY CAUSE TRIPPING HAZARDS (BROKEN, CRACKED, UNEVEN, ETC.) SHALL BE REPORTED AND REPAIRED AS SOON AS SUCH EXPOSURES ARE IDENTIFIED.

B. STREETS AND ROADS IN SUCH CONDITION THAT THEY MAY CAUSE VEHICLE DAMAGE OR PERSONAL INJURY TO THE PUBLIC (POT HOLES, ETC.) SHALL BE REPORTED AND REPAIRED AS SOON AS SUCH EXPOSURES ARE IDENTIFIED.

C. INSPECTIONS OF SUCH EXPOSURES SHALL BE CONDUCTED ON A REGULAR BASIS WITH NOTES OF SUCH INSPECTIONS MAINTAINED.

D. WHEN PERFORMING DAY TO DAY WORK ACTIVITIES AND SUCH EXPOSURES ARE IDENTIFIED, EMPLOYEES ARE REQUIRED TO REPORT SUCH EXPOSURES IMMEDIATELY.

PUNCTURE WOUNDS

ANY PUNCTURE WOUND (THAT IS, A DEEP PENETRATING WOUND CAUSED BY A SHARP OBJECT) IS DANGEROUS. IT'S MORE DANGEROUS, GENERALLY, THAN A SCRATCH OR CUT CAUSED BY THE SAME INSTRUMENT BECAUSE BACTERIA ARE CARRIED DEEP INTO THE FLESH AND THE WOUND CANNOT BE CLEANED OUT BY SELF ADMINISTRATED FIRST AID. ONLY A DOCTOR OR NURSE IS EQUIPPED TO CLEAN IT PROPERLY.

1. IF YOU SUFFER A PUNCTURE WOUND, GO TO A DOCTOR OR NURSE IMMEDIATELY, AND KEEP GOING BACK UNTIL THE WOUND IS COMPLETELY HEALED. IF YOU NOTICE ANY REDDENING, SWELLING OR INCREASED SORENESS, SEE A DOCTOR AT ONCE.

2. PROTRUDING NAILS PRESENT A REAL MENACE. DON'T LEAVE NAILS IN LOOSE BOARDS.

3. NOT ONLY YOUR FEET ARE EXPOSED TO THE HAZARD OF PUNCTURE WOUNDS. THERE CAN BE PUNCTURE WOUNDS IN JUST ABOUT EVERY PLACE ON THE BODY: HANDS, ARMS, LEGS, FACE, BACK AND EVEN THE STOMACH. NOT ALL PUNCTURE WOUNDS ARE MADE BY NAILS. REINFORCING STEEL TIE WIRES ARE ANOTHER GOOD SOURCE. SHEET METAL TRIMMINGS, STEEL SPLINTERS AND POINTED ENDS OF DAMAGED LUMBER ALL HAVE CAUSED THEIR SHARE OF PUNCTURE WOUNDS.

4. FOR YOUR OWN PROTECTION, YOU HAVE TO WATCH OUT FOR ALL THESE THINGS, BUT YOU CAN DO MORE THAN THAT AND MAKE THE JOB MUCH SAFER FOR EVERYONE. GET IN THE HABIT OF BENDING DOWN OR PULLING EVERY PROTRUDING NAIL YOU SEE. BEND TO THE INSIDE OF THE ROD EVERY TIE WIRE END YOU FIND. CUT OFF OR TURN IN THE JAGGED ENDS OF DAMAGED LUMBER. IN SHORT, TRY TO REMOVE EVERY SOURCE OR PUNCTURE WOUNDS THAT YOU CAN FIND. DON'T WAIT FOR SOMEONE TO GET THE POINT, LITERALLY.

RIGGING OR CHAINING

RIGGING OR CHAINING LOOKS LIKE AN EASY OPERATION THAT REQUIRES NO PARTICULAR SKILL OR EXPERIENCE. BUT IF YOU HAVE AN IDEA THAT JUST ANYBODY CAN'T DO IT, YOU'RE ON THE WRONG TRACK. TOO MANY PEOPLE HAVE LOST FINGERS OR HANDS OR HAVE SUFFERED MORE SERIOUS INJURIES BECAUSE THEY THOUGHT, "ANYBODY CAN DO THAT".

HERE'S SOME DO'S AND DON'TS TO REMEMBER:

1. NAME ONE MEMBER OF THE CREW AS THE SIGNAL PERSON AND INSTRUCT THE HOISTING ENGINEER TO RECOGNIZE SIGNALS FROM THAT PERSON ONLY. THE SIGNAL PERSON MUST BE CAREFUL NOT TO ORDER A MOVE UNTIL "ALL READY" SIGNAL HAS BEEN RECEIVED FROM EACH MEMBER OF THE CREW.

2. EACH RIGGER MUST BE SURE OF BEING CLEAR BEFORE GIVING AN "ALL READY" TO THE SIGNAL PERSON. WHEN YOU HAVE POSITIONED THE CHAIN, SLING, CHOKER OR WHATEVER YOU'RE USING, RELEASE IT, IF POSSIBLE, BEFORE YOU GIVE THE "ALL READY" SIGNAL.

3. IF YOU MUST HOLD IT IN POSITION, BE SURE YOUR HAND IS CLEAR OF PINCH POINTS. IN FACT, YOUR HAND SHOULD BE FAR ENOUGH AWAY THAT THERE'S NO POSSIBILITY OF A FRAYED WIRE OR SPLINTER ON THE CHAIN CATCHING YOUR GLOVE AND JERKING YOUR HAND INTO A PINCH POINT.

4. WATCH OUT FOR THE ROLL OR SWING OF THE LOAD. SINCE IT'S ALMOST IMPOSSIBLE TO POSITION THE HOOK EXACTLY OVER THE LOAD CENTER, THERE WILL JUST ABOUT ALWAYS BE A SWING OR ROLL. ANTICIPATE THE DIRECTION OF THE SWING OR ROLL AND WORK AWAY FROM IT.

5. NEVER PLACE YOURSELF BETWEEN MATERIAL, EQUIPMENT OR OTHER STATIONERY OBJECTS AND THE LOAD. ALSO, STAY AWAY FROM STACKED MATERIAL THAT MAY BE KNOCKED OVER BY A SWINGING LOAD.

6. NEVER GET UNDER A LOAD, AND KEEP OUT FROM UNDER A BOOM AS MUCH AS POSSIBLE. CHANCES ARE THAT NOTHING WILL BREAK, BUT SOMETHING MIGHT.

7. LOOK OVER THE PLACE WHERE THE LOAD IS TO BE SET. REMOVE BLOCKS OR OTHER OBJECTS THAT MIGHT FLY UP IF STRUCK BY THE LOAD.

8. WHEN LOWERING OR SETTING THE LOAD, BE SURE YOUR FEET AND ALL OTHER PARTS OF YOUR BODY ARE OUT FROM UNDER. SET THE LOAD DOWN EASILY AND SLOWLY SO THAT IF IT ROLLS ON THE BLOCKING, IT WILL BE A SLOW SHIFT THAT YOU CAN GET OUT AWAY FROM.

REMEMBER THAT TEAMWORK IS NECESSARY ON THE JOB TO PREVENT INJURY TO YOURSELF AND YOUR PARTNERS. BUT IN RIGGING, CREW TEAMWORK IS DOUBLY IMPORTANT.

ROPES, SLINGS, CHAINS AND HOOKS

GENERAL:

1. THE USE OF ROPES, SLINGS AND CHAINS SHALL BE IN ACCORDANCE WITH THE SALE USAGE RECOMMENDATIONS OF THE MANUFACTURE AND RECOMMENDATIONS OF THE EQUIPMENT MANUFACTURE WHEN USED IN CONJUNCTION WITH OTHER DEVICES. RIGGING EQUIPMENT SHALL NOT BE LOADED IN EXCESS OF ITS RECOMMENDED SAFE WORKING LOAD.

2. ALL HOOKS USED TO SUPPORT HUMAN LOADS OR LOADS THAT PASS OVER MEN SHALL BE CLOSED.

3. THE USE OF OPEN HOOKS IS PROHIBITED IN RIGGING TO LIFT ANY LOAD WHERE THERE IS DANGER OF RELIEVING THE TENSION ON THE HOOK DUE TO THE LOAD OR HOOK CATCHING OR FOULING.

4. ALL EYE SPLICES SHALL BE MADE IN APPROVED MANNER AND ROPE THIMBLES OF PROPER SIZE SHALL BE FITTED IN THE EYE EXCEPT THAT IN SLINGS THE USE OF THIMBLES SHALL BE OPTIONAL.

5. HOOKS, SHACKLES, RINGS, PAD EYES AND OTHER FITTINGS THAT SHOW EXTENSIVE WEAR OR THAT HAVE BEEN BENT, TWISTED OR OTHERWISE DAMAGED SHALL BE REMOVED FROM SERVICE. EXCESSIVE WEAR IS DEFINED AS THE CONDITION WHERE THE ORIGINAL STRENGTH HAS BEEN REDUCED BY 20%.

6. RUNNING LINES LOCATED WITHIN 6 FEET 6 INCHES OF THE GROUND OR WORKING LEVEL SHALL BE CLOSED OFF, GUARDED OR THE AREA RESTRICTED.

7. RIGGING EQUIPMENT, WHEN NOT IN USE, SHALL BE REMOVED FROM THE IMMEDIATE AREA SO AS NOT TO PRESENT A HAZARD.

SLINGS:

1. SLINGS, THEIR FITTINGS AND FASTENINGS, WHEN IN USE SHALL BE INSPECTED PRIOR TO USE AND AS NECESSARY DURING USE BY A COMPETENT CRAFT PERSON FOR EVIDENCE OF OVERLOADING, EXCESSIVE WEAR OR DAMAGE.

2. DEFECTIVE SLINGS SHALL BE REMOVED FROM SERVICE.

3. PROPER STORAGE SHALL BE PROVIDED FOR SLINGS WHILE NOT IN SERVICE.

4. PROTECTION SHALL BE PROVIDED BETWEEN THE SLING AND ANY SHARP UNYIELDING SURFACES OF THE LOAD TO BE LIFTED.

5. WIRE ROPE SLINGS SHALL HAVE A MINIMUM LENGTH OF CLEAR ROPE EQUAL TO 10 TIMES THE ROPE DIAMETER BETWEEN EACH END FITTING OR EYE SPLICE.

6. BRAIDED SLINGS SHALL HAVE A MINIMUM CLEAR LENGTH OF BRAIDED BODY EQUAL TO 40 TIMES THE DIAMETER OF COMPONENT ROPES BETWEEN EACH END FITTING OR EYE SPLICE.

WIRE ROPE:

1. WIRE ROPE SHALL BE INSPECTED BY A COMPETENT PERSON AT THE TIME OF INSTALLATION AND AT REGULARLY SCHEDULED INTERVALS THEREAFTER. WIRE ROPE SHALL NOT BE USED IF, IN ANY LENGTH OF EIGHT DIAMETERS, THE TOTAL NUMBER OF VISIBLE BROKEN WIRES EXCEEDS 10% OF THE TOTAL NUMBER OR WIRES OR IF THE ROPE SHOWS OTHER SIGNS OF EXCESSIVE WEAR, CORROSION OR DEFECT.

2. WIRE ROPES SHALL BE REMOVED FROM HOISTING AND LOAD CARRYING SERVICE WHEN ONE OF THE FOLLOWING CONDITIONS IS FOUND TO EXIST:

   A. IN RUNNING ROPES, SIX RANDOMLY DISTRIBUTED BROKEN WIRES IN ONE LAY OR THREE BROKEN WIRES IN ONE STRAND IN ONE LAY.

   B. ABRASION, SCRUBBING OR PRUNING CAUSING LOSS OF MORE THAN 1/3 OF THE ORIGINAL DIAMETER OF THE OUTSIDE INDIVIDUAL WIRES.

   C. EVIDENCE OF CORROSION.

   D. KINKING, CRUSHING, "BIRD CAGING", OR OTHER DAMAGE RESULTING IN DISTORTION OF THE ROPE STRUCTURE.

   E. REDUCTIONS FROM NORMAL DIAMETER OF MORE THAN 1/64" FOR DIAMETERS UP TO AND INCLUDING 5/16: 1/32" FOR DIAMETERS 3.8" TO AND INCLUDING 1.2"; 3/64" FOR DIAMETERS 9/16" TO AND INCLUDING 3.4"; 1/16" FOR DIAMETERS 7/8" TO 1-1/8" INCLUSIVE; 3/32" FOR DIAMETERS 1-1/4" TO 1-1/2" INCLUSIVE.

   F. EVIDENCE OF HEAT DAMAGE FROM ANY CAUSE.

   G. ONE OR MORE BROKEN WIRES IN THE VALLEYS.

   H. IN STANDING ROPES, MORE THAN TWO BROKEN WIRES IN ONE LAY IN SECTIONS BEYOND END CONNECTIONS OR MORE THAN ONE BROKEN WIRE AT AN END CONNECTION.

3. WHEN TWO WIRES ARE BROKEN OR RUST OR CORROSION IS FOUND ADJACENT TO SOCKET OR END FITTING, WIRE ROPES SHALL BE REMOVED FROM SERVICE OR SOCKETED. SPECIAL ATTENTION SHALL BE GIVEN TO THE INSPECTION OF END FITTINGS ON BOOM SUPPORT, PENDENTS AND ROPE GUYS.

4. WIRE ROPE REMOVED FROM SERVICE DUE TO DEFECTS SHALL BE CUT UP OR PLAINLY MARKED AS BEING UNFIT FOR FURTHER USE ON CRANES, HOISTS OR FOR OTHER LOAD CARRYING SERVICE.

5. THE RATIO BETWEEN THE ROPE DIAMETER AND THE DRUM, BLOCK, SHEAVE OR PULLEY TREAD DIAMETER SHALL BE SUCH THAT THE ROPE WILL ADJUST ITSELF TO THE BEND WITHOUT EXCESSIVE WEAR, DEFORMATION OR INJURY.

6. IN NO CASE WILL THE SAME DIAMETERS OF DRUMS, BLOCKS, SHEAVES OR PULLEYS BE REDUCED IN REPLACEMENT OF SUCH ITEMS UNLESS COMPENSATING CHANGES ARE MADE FOR ROPE USED AND SAFE LOADING LIMITS.

7. DRUM, SHEAVES AND PULLEYS SHALL BE SMOOTH AND FREE OF SURFACE DEFEATS LIABLE TO DAMAGE ROPE.

8. DRUMS, SHEAVES OR PULLEYS HAVING ECCENTRIC BORES, CRACKED HUBS, SPOKES OR FLANGES SHALL BE REMOVED FROM SERVICE.

9. CONNECTIONS, FITTINGS, FASTENINGS, PARTS, ETC., USED IN CONNECTION WITH ROPES SHALL BE OF GOOD QUALITY AND OR PROPER SIZE AND STRENGTH AND SHALL BE INSTALLED IN ACCORDANCE WITH RECOMMENDATIONS OF THE MANUFACTURE.

10. WIRE ROPE CLIPS ATTACHED WITH U-BOLTS SHALL HAVE THE U-BOLTS ON THE DEAD OR SHORT END OF THE ROPE. THE CLIP NUTS SHALL BE TIGHTENED IMMEDIATELY AFTER INITIAL LOAD CARRYING USE AND AT FREQUENT INTERVALS OF TIME THEREAFTER.

11. WHEN A WEDGE SOCKET TYPE OF FASTENING IS USED, THE DEAD OR SHORT END OF THE ROPE SHALL HAVE A CLIP ATTACHED TO IT OR BE LOOPED BACK AND SECURED TO ITSELF BY A CLIP.

12. PROTRUDING ENDS OF STRANDS IN SPLICES ON SLINGS AND BRIDLES SHALL BE COVERED OR BLUNTED.

13. WIRE ROPES SHALL NOT BE SECURED BY KNOTS EXCEPT ON HAUL BACK LINES ON SCRAPERS.

14. AN EYE SPLICE MADE IN ANY WIRE ROPE SHALL HAVE NOT LESS THAN THREE FULL TUCKS. HOWEVER, THIS REQUIREMENT SHALL NOT OPERATE TO PRECLUDE THE USE OF ANOTHER FORM OF SPLICE OR CONNECTION WHICH CAN BE SHOWN TO BE AS EFFICIENT AND WHICH IS NOT OTHERWISE PROHIBITED.

15. EXCEPT FOR EYE SPLICES IN THE ENDS OF WIRES AND FOR ENDLESS ROPE SLINGS, EACH WIRE ROPE USED IN HOISTING OR LOWERING OR IN PULLING LOADS, SHALL CONSIST OF ONE CONTINUOUS PIECE WITHOUT KNOT OR SPLICE.

16. EYES IN WIRE ROPE BRIDLES, SLINGS OR BILL WIRES SHALL NOT BE FORMED BY WIRE ROPE CLIPS OR KNOTS.

17. WIRE ROPE CLIPS SHALL NOT BE USED TO SPLICE ROPE.

CHAINS:

1. CHAINS USED IN LOAD CARRYING SERVICE SHALL BE INSPECTED BEFORE EACH INITIAL USE AND WEEKLY THEREAFTER.

2. CHAINS SHALL BE REMOVED FROM SERVICE WHEN SHOWING EVIDENCE OF CRACKS, NICKS, LIFTING OF ANY LINKWELD, MORE THAN 10% ELONGATION OF ANY LINK OR SECTION, OR WHEN WEAR OF 20% OF THE DIAMETER OF ANY LINK HAS OCCURRED.

3. WELDED ALLOY STEEL CHAIN SLINGS SHALL HAVE PERMANENTLY AFFIXED DURABLE IDENTIFICATION STATING SIZE, GRADE, RATED CAPACITY AND SLING MANUFACTURE.

4. HOOKS, RINGS, OBLONG LINKS, PEAR SHAPED LINKS, WELDED OR MECHANICAL COUPLING LINKS, OR OTHER ATTACHMENTS, WHEN USED WITH ALLOY STEEL CHAINS, SHALL HAVE A RATEDCAPACITY AT LEAST EQUAL TO THAT OF THE CHAIN.

5. JOB OR SHOP HOOKS AND LINKS OR MAKESHIFT FASTENERS, FORMED FROM BOLTS, RODS, ETC., OR OTHER SUCH ATTACHMENTS, SHALL NOT BE USED.

FIBER ROPE:

1. FROZEN FIBER ROPE SHALL NOT BE USED.

2. FIBER ROPE THAT HAS BEEN SUBJECTED TO ACIDS OR EXCESSIVE HEAT SHALL NOT BE USED FOR LOAD CARRYING PURPOSES.

3. FIBER ROPE SHALL BE PROTECTED FROM ABRASION BY PADDING WHERE IT IS FASTENED OR DRAWN OVER SQUARE CORNERS OR SHARP OR ROUGH SURFACES.

4. ALL SPLICES IN ROPE SLINGS PROVIDED BY THE EMPLOYER SHALL BE MADE IN ACCORDANCE WITH FIBER ROPER MANUFACTURE'S RECOMMENDATIONS.

5. IN MANILA ROPE, EYE SPLICES SHALL CONTAIN AT LEAST 3 FULL TUCKS, AND SHORT SPLICES SHALL CONTAIN AT LEAST 6 FULL TUCKS (3 ON EACH SIDE OF THE CENTERLINE OF THE SPLICE).

6. IN LAYERED SYNTHETIC FIBER ROPE, EYE SPLICES SHALL CONTAIN AT LEAST 4 FULL TUCKS AND SHORT SPLICES SHALL CONTAIN AT LEAST 8 FULL TUCKS (4 ON EACH SIDE OF THE CENTERLINE OF THE SPLICE).

7. STRAND END TAILS SHALL NOT BE TRIMMED SHORT (FLUSH WITH THE SURFACE OF THE ROPE) IMMEDIATELY ADJACENT TO THE FULL TUCKS. THIS PRECAUTION APPLIES TO BOTH EYE AND SHORT SPLICES AND ALL TYPES OF FIBER ROPE. FOR FIBER ROPES UNDER 1" DIAMETER, THE TAILS SHALL PROJECT AT LEAST 6 ROPE DIAMETERS BEYOND THE FULL TUCK. FOR FIBER ROPES OF 1" DIAMETER AND LARGER, THE TAILS SHALL PROJECT AT LEAST 6" BEYOND THE LAST FULL TUCK. IN APPLICATIONS WHERE THE PROJECTING TAILS MAY BE OBJECTIONABLE, THE TAILS SHALL BE TAPERED AND SPLICED INTO THE BODY OF THE ROPE USING AT LEAST 2 ADDITIONAL TUCKS (WHICH WILL REQUIRE A TAIL LENGTH OF APPROXIMATELY 6 ROPE DIAMETERS BEYOND THE LAST FULL TUCK.

8. FOR ALL EYE SPLICES, THE EYE SHALL BE SUFFICIENTLY LARGE TO PROVIDE AN INCLUDED ANGLE OF NOT GREATER THAN 60* AT THE SPLICE WHEN THE EYE IS PLACED OVER THE LOAD OR SUPPORT.

9. KNOTS SHALL NOT BE USED IN LIEU OF SPLICES.

ROPE SLINGS:

ONE OR MORE OF THE FOLLOWING CONDITIONS SHALL BE SUFFICIENT REASON FOR REPLACING WIRE ROPE SLINGS:

* SIX RANDOMLY DISTRIBUTED BROKEN WIRES IN ONE ROPE LAY, OR 3 BROKEN WIRES IN ONE STRAND IN 1 ROPE LAY.

* WEAR OR SCRAPING OF 1/3 THE ORIGINAL DIAMETER OF OUTSIDE INDIVIDUAL WIRES.

* KINKING, CRUSHING, "BIRD CAGING" OR ANY OTHER DAMAGE RESULTING IN DISTORTION OF THE ROPE STRUCTURE.

* EVIDENCE OF HEAT DAMAGE.

* END ATTACHMENTS THAT ARE CRACKED, DEFORMED OR WORN.

* CORROSION OF THE ROPE OR END ATTACHMENTS.

NATURAL AND SYNTHETIC FIBER ROPE SLINGS:

ONE OR MORE OF THE FOLLOWING CONDITIONS SHALL BE SUFFICIENT REASON FOR REPLACING NATURAL OR SYNTHETIC FIBER ROPE SLINGS:

* SLINGS SHORTENED WITH KNOTS, BOLTS OR OTHER UNAPPROVED METHODS.

* DAMAGED SLINGS

* ROPE LESS THAN ½" DIAMETER

* SLINGS SUBJECTED TO A SUBSTAINED LOAD EQUAL TO THE RATED CAPACITY FOR MORE THAN THREE DAYS.
* SLINGS MADE FROM OLD ROPE.
* SLINGS SUBJECTED TO CHEMICALLY ACTIVE ENVIRONMENTS UNLESS PERMITTED BY THE ROPE MANUFACTURE

SYNTHETIC WEBBING:

ONE OR MORE OF THE FOLLOWING VISIBLE DEFECTS SHALL BE SUFFICIENT REASON FOR REPLACING SYNTHETIC WEBBING:

* ACID OR CAUSTIC BURNS.
* MELTING OR CHARRING OF ANY PART OF THE SURFACE.
* SNAGS, PUNCTURES, TEARS OR CUTS.
* BROKEN OR WORN STICHES.
* WEAR OR ELONGATION EXCEEDING THE AMOUNT RECOMMENDED BY THE MANUFACTURE.
* DISTORATION OF FITTING.

METAL MESH:

SLINGS SHALL BE REMOVED FROM SERVICE IF ANY OF THE FOLLOWING DEFECTS ARE PRESENT:

* A BROKEN WELD OR BRAZED JOINT ALONG THE SLING EDGE.
* A BROKEN WIRE IN ANY PART OF THE MESH.
* REDUCTION IN IRE DIAMETER OF 25% DUE TO ABRASIONOR 15% DUE TO CORRISION.
* LACK OF FLEXABILITY DUE TO DISTORATION OF THE FABRIC.
* DISTORTION OF THE FEMALE HANDLE SO THE DEPTH OF THE SLOT IS INCREASED BY MORE THAN 10%.

HOOKS:

ASSEMBLIES SHALL BE REMOVED FROM SERVICE IF HOOKS HAVE BEEN OPENED MORE THAN 15% OF THE NORMAL THROAT OPENING MEASURED AT THE NARROWEST POINT OR TWISTED MORE THAN 10 DEGREES FROM THE PLANE OF THE UNBENT HOOK.

RIGHT-OF WAYS

1. WHEN MAINTENANCE OR CONSTRUCTION ACTIVITIES ARE BEING PERFORMED, ADEQUATE SIGNS AND BARRICADES SHALL BE USED AND PLACED IN ACCORDANCE WITH PROVISIONS OF PROPER PROCEDURES FOR TRAFFIC CONTROL.

2. WHEN ROAD SURFACES ARE BEING REPAIRED, MANHOLES OPENED OR EXCAVATIONS DUG, ADEQUATE WARNING SIGNS SHALL BE POSTED. A MINIMUM AMOUNT OF THE RIGHT-OF-WAY SHALL BE BLOCKED OFF CONSISTENT WITH SAFETY REQUIREMENTS AND TRAFFIC SHALL BE EFFICIENTLY REROUTED.

3. WHEN REPAIR WORK OBSTRUCTS A TRAFFIC LANE IN A STREET AND COMPRESSES SEVERAL LANES OF TRAFFIC INTO FEWER LANES, WARNING SIGNS AND BARRICADES SHOULD BE GIVEN TO MOTORISTS WELL IN ADVANCE OF ITS OBSTRUCTION.

4. WHEN MANHOLE OPENINGS AND EXCAVATIONS CONSTITUTE A HAZARD TO PEDESTRIANS, ADEQUATE BARRICADES AND REROUTING OF WALKWAYS SHALL BE PROVIDED.

5. WHEN TREE TRIMMING, CURBSIDE PLANTING, MOWING, STREET SWEEPING OPERATIONS, TRAFFIC SIGNAL REPAIR, ETC. ARE BEING PERFORMED,

FLASHING AMBER LIGHTS AND ORANGE SAFETY CONES AND ORANGE FLORESCENT SIGNS SHALL BE USED TO IDENTIFY SUCH HAZARDS.

6. THE POLICE AND FIRE DEPARTMENTS MUST BE NOTIFIED BEFORE ANY CITY STREET IS COMPLETELY CLOSED FOR MAINTENANCE OR REPAIR WORK.

7. WHENEVER POSSIBLE, SOME CONTINUED TRAFFIC FLOW PROVIDING THE LEAST POSSIBLE INTERFERENCE WITH NORMAL TRAFFIC PATTERNS SHALL BE MAINTAINED. TWO SAFETY CONSIDERATIONS ARE INVOLVED:

   A. PROTECTING EMPLOYEES FROM BEING STRUCK BY VEHICULAR TRAFFIC.

   B. ASSISTING THE PUBLIC TO SAFELY AVOID HAZARDS THAT INTERRUPT THE FLOW OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

8. WHEN A PORTION OF A STREET HAS BEEN CLOSED AND EQUIPMENT MUST BE OPERATED IN LANES LEFT OPEN TO TRAFFIC, A FLAG PERSON MUST BE PROVIDED TO CONTROL TRAFFIC.

9. IF AN OPEN CUT IS LEFT IN A POSTED TRAFFIC LANE WHEN WORK IS STOPPED OR SUSPENDED FOR ANY REASON, A COVER OF SUFFICIENT STRENGTH TO SUSTAIN NORMAL TRAFFIC LOADS SHALL BE PLACED OVER THE CUT AND ANCHORED. IF THE CUT CANNOT BE COVERED AND MUST BE LEFT OVERNIGHT, ADEQUATE WARNING SIGNS AND BARRICADES MUST BE UTILIZED, ADEQUATE LIGHTING SHALL BE PROVIDED, AND THE POLICE AND FIRE DEPARTMENTS MUST BE NOTIFIED.

10. ALL ROAD AND STREET MAINTENANCE EQUIPMENT, ROAD OR STREET MAINTENANCE VEHICLE AND ROAD SERVICE VEHICLES SHALL BE EQUIPPED WITH A ROOF FLASHING OR ROTATING AMBER LIGHT AND SHALL BE IN OPERATION WHEN SUCH VEHICLES ARE OPERATING IN TRAFFIC AREAS.

SANITATION AND TRASH EQUIPMENT

1. BEFORE YOUR TOUR OF DUTY YOUR TRUCK MUST BE CHECKED:

   A. ALL LIGHTS ARE WORKING.

   B. IF EQUIPPED, EMERGENCY FLASHER ON TOP IS WORKING.

   C. BRAKES ARE WORKING AND IN GOOD CONDITION.

   D. TIRES CHECKED, MAKE SURE THEY ARE INFLATED AND IN GOOD CONDITION.

   E. CHECK ALL FLUID LEVELS, FUEL, WATER, OIL, ETC.

   F. IF EQUIPPED, MAKE SURE YOUR BACKUP SIGNAL IS WORKING.

   G. IF TRUCK IS EQUIPPED WITH AIR BRAKES, THE BLEEDER VALVE ON THE RESERVOIR TANK SHOULD BE OPENED AND LET ALL CONDENSATIONS OUT OF THE TANK AND THEN THE VALVE CLOSED.

   H. MAKE SURE ALL MIRRORS, WINDSHIELDS ARE CLEAN, SAFE AND NOT BROKEN.

   I. MAKE SURE THE DASH IS CLEAR OF ALL OBJECTS.

   J. MAKE SURE THE INSIDE OF THE TRUCK IS CLEAN AND IN SAFE CONDITION.

   K. IF YOU HAVE ANY TOOLS SUCH AS A RAKE, SHOVEL, ETC., MAKE SURE THEY ARE SECURE AND IN GOOD CONDITION.

   L. IF EQUIPMENT IS RADIO EQUIPPED, TEST YOUR RADIO.

   M. IF EQUIPMENT IS EQUIPPED WITH FOOT BOARDS, WHERE YOU STAND AND RIDE, MAKE SURE THEY ARE IN A SAFE CONDITION AND NOT DEFECTIVE.

   N. IF EQUIPMENT IS EQUIPPED WITH GRAB IRONS, HAND HOLDS, MAKE SURE THEY ARE IN A SAFE CONDITION AND NOT DEFECTIVE.

O. IF ANY DEFECTS ARE FOUND AND CANNOT BE CORRECTED, THEY MUST BE REPORTED TO PROPER AUTHORITY.

2. WHEN FUELING YOUR EQUIPMENT, MAKE SURE ALL PRECAUTIONS ARE TAKEN, OBEY ALL "NO SMOKING" SIGNS AND DO NOT OVERFLOW YOUR TANK TO CAUSE A SAFETY HAZARD AROUND YOUR FUELING STATION.

3. YOU MUST NEVER LEAVE YOUR EQUIPMENT WHILE FUELING.

4. IF YOU HAVE AN INSPECTION LOG, IT MUST BE KEPT UP TO DATE.

5. WHILE ON DUTY THE DRESS CODE MUST BE OBSERVED: SAFETY GLASSES, GLOVES, WORKABLE SHOES, NO FLAT SOLE SHOES ARE PERMITTED. WEAR COLORED VEST THAT YOU ARE VISIBLE TO PUBLIC TRAFFIC.

6. IF YOU HAVE A SUBSTITUTE HELPER OR OTHER THAN THE REGULAR CREW, MAKE SURE THAT THEY ARE FAMILIAR WITH THE EQUIPMENT BEFORE YOU BEGIN YOUR TOUR OF DUTY.

7. WHEN BACKING YOUR EQUIPMENT UP, ALL PRECAUTIONS MUST BE TAKEN. IF YOU HAVE A HELPER, HE SHOULD GUIDE YOU BACKING UP AT ALL TIMES. IF YOU HAVE AN EMPLOYEE GUIDING THE EQUIPMENT'S DIRECTION AND WHO IS NOT IN SIGHT, NEVER BACK UP THE EQUIPMENT.

8. BEFORE THE DRIVER BACKS UP, KNOW THE POSITION OF THE FULL CREW. ALL PRECAUTION MUST BE TAKEN AT ALL TIMES WHEN BACKING YOUR PIECE OF EQUIPMENT.

9. THE DRIVER OF THE EQUIPMENT MUST KNOW THE POSITION OR POSITIONS OF THE FULL CREW ATALL TIMES, PARTICULARLY BEFORE THE EQUIPMENT IS IN MOTION IN ANY DIRECTION.

10. WHILE ON YOUR TOUR OF DUTY, DEBRIS OR OBJETS MUST NEVER BE THROWN OUT OF THE CAB OFYOUR EQUIPMENT.

11. IF THE DRIVER STOPS THE EQUIPMENT AND HAS TO GET OUT, THE EQUIPMENT MUST BE IN NEUTRAL AND ALL BREAK SYSTEMS SET BEFORE THE DRIVER CAN DISMOUNT.

12. WHEN IT IS NECESSARY FOR THE DRIVER OR ANY MEMBER OF THE CREW TO GET OUT OF THE EQUIPMENT, CAUTION MUST BE TAKEN; GET OUT SAFELY AND MAINTAIN A WATCH FOR TRAFFIC AT ALL TIMES.

13. WHEN THIS PIECE OF EQUIPMENT IS IN OPERATION ALL EMERGENCY FLASHERS MUST BE IN OPERATION AT ALL TIMES.

14. WHEN YOU MAKE A STOP WITH YOUR EQUIPMENT AND HAVE TO PULL OFF THE SIDE, CAUTION MUST BE TAKEN WHEN PULLING BACK INTO THE TRAFFIC. YOU MUST TAKE INTO CONSIDERATION THE EQUIPMENT DOES NOT ACCELERATE FAST AND MUST HAVE SUFFICIENT DISTANCE TO VEHICLES APPROACHING YOU IN BOTH DIRECTIONS IN THE LINE OF TRAFFIC.

15. WHEN GETTING IN OR OUT OF THE CAB, MAKE SURE THE DOOR IS PROPERLY CLOSED.

16. WHEN OPERATING YOUR PIECE OF EQUIPMENT, ALL TRAFFIC LAWS MUST BE OBEYED AND COURTESY DISPLAYED AT ALL TIMES TO THE PUBLIC.

17. IF YOU HAVE A FULL OR PARTIAL LOAD, IT MUST BE MADE SECURE SO THAT IT WILL NOT BLOW OUT WHILE THERE IS MOTION.

18. WHEN A MEMBER OF THE CREW IS RIDING ON THE BACK OR SIDE OF THE EQUIPMENT, THE DRIVER MUST USE CAUTION AND KNOW THE EXACT LOCATION OF THE CREW WORKER.

19. IF ONE MEMBER OF THE CREW IS RIDING ON THE BACK OF THE EQUIPMENT, THE DRIVER MUST RECEIVE A SIGNAL FROM THAT PERSON BEFORE THE DRIVER IS TO MOVE THE EQUIPMENT AND THE DRIVER MUST KNOW THE LOCATION OF THE CALL PERSON.

20. IF MORE THAN ONE MEMBER OF THE CREW IS RIDING ON THE BACK OF THE EQUIPMENT, ONE OF THEM MUST BE DESIGNATED AS THE CALL PERSON.

21. THE DRIVER IS NOT TO MOVE THE EQUIPMENT WITHOUT A SIGNAL FROM THE CALL PERSON.

22. THE DRIVER MUST KNOW ALL THE MEMBERS OF THE CREW ARE READY TO MOVE BEFORE THE VEHICLE IS MOVED.

23. THE CALL PERSON MUST KNOW THE OTHER MEMBER OF THE CREW IS READY TO MOVE BEFORE GIVING A SIGNAL TO THE DRIVER TO MOVE THE VEHICLE.

24. THE DRIVER RECEIVING A SIGNAL TO MOVE, SHOULD UNDERSTAND THE SIGNAL BEFORE PROCEEDING.

25. YOU MUST GUARD AGAINST SUDDEN STOPS AT ALL TIMES.

26. YOU MUST NEVER RIDE ON RUNNING BOARD AND HOLD ON TO THE DOOR.

27. IF YOU ARE OPERATING ON YOUR ROUTE BEFORE DAYLIGHT HOURS, EXTRA CAUTION MUST BE TAKEN FOR ONCOMING TRAFFIC, PARTICULARLY WHEN CROSSING BACK AND FORTH ON THE STREET.

28. WHEN A PIECE OF EQUIPMENT IS STOPPED ON A STREET AND IT IS NECESSARY TO WALK ACROSS THE STREET, CAUTION MUST BE TAKEN REGARDING TRAFFIC AT ALL TIMES.

29. YOU MOUNT AND DISMOUNT FROM YOUR EQUIPMENT ONLY WHEN IT IS STOPPED, NOT WHILE IN MOTION.

30. IF YOU NOTICE A SLICK CONDITION, CORRECT THE CONDITION BEFORE PROCEEDING.

31. WHEN DISMOUNTING OR MOUNTING EQUIPMENT FROM THE CAB OR PROPER RIDING PLACE, FACE THE EQUIPMENT AT ALL TIMES. DO NOT FACE AWAY FROM THE EQUIPMENT WHEN MOUNTING OR DISMOUNTING.

32. IF ADVERSE WEATHER IS EXPERIENCED WHILE ON YOUR TOUR OF DUTY, ALL PRECAUTIONS MUST BE TAKEN AGAINST HEAVY RAINS, WINDS, LIGHTING, ETC.

33. WHEN LIFTING A CONTAINER, MAKE SURE THAT IT IS NOT HEAVIER THAN YOUR LIFTING CAPACITY. DON'T TRY TO BE A SUPER PERSON. IF YOU NEED HELP, GET HELP. WHEN YOU LIFT, HAVE A FIRM HANDHOLD, KEEP YOUR BACK STRAIGHT, AND LIFT WITH YOUR LEGS.

34. NEVER PUSH OR PACK A CONTAINER WITH YOUR HANDS OR FEET. KEEP YOUR HANDS AND FEET OUTSIDE OF ALL CONTAINERS AT ALL TIMES.

35. RETURNING CONTAINERS AFTER BEING EMPTIED, MAKE SURE THAT THEY ARE LEFT IN THE PROPER AND SAFE PLACE AND NOT IN THE LINE OF TRAFFIC OR PEDESTRIANS WALK.

36. DO NOT PITCH TRASH FROM CONTAINERS. DO NOT USE A SHOVEL, PITCHFORK, OR OTHER OBJECTS TO STUFF TRASH INTO THE PACKERS. PLACE TRASH IN YOUR EQUIPMENT BY DUMPING IT FROM THE CONTAINER.

37. DO NOT LEAVE TRASH SCATTERED IN ANY AREA.

38. DO NOT OPERATE PACKER WHILE EQUIPMENT IS IN MOTION. THE EQUIPMENT MUST BE STOPPED.

39. WHEN PACKER IS IN OPERATION, CAUTION MUST BE TAKEN. ALL CREWMEMBERS MUST STAND CLEAR OF THE PACKER.

40. WHEN UNLOADING YOUR EQUIPMENT, CAUTION MUST BE TAKEN. EQUIPMENT MUST BE SECURED AND IN PROPER POSITION, THEN DUMPED IN A SAFE MANNER.

41. WHEN UNLOADING YOUR EQUIPMENT, EXPECT SPLASHES AND FLYING DEBRIS, SO STAND CLEAR.

42. AFTER UNLOADING YOUR EQUIPMENT, MAKE SURE YOUR EQUIPMENT IS IN PROPER POSITION BEFORE PROCEEDING FURTHER.

43. ALL CREWMEMBERS MUST BE FAMILIAR WITH THE EQUIPMENT THAT THEY ARE WORKING WITH.

44. IT IS ALL CREWMEMBERS' RESPONSIBILITY TO REPORT TO THE PROPER AUTHORITY ANY DEFECTIVE EQUIPMENT OR ANY UNSAFE WORKING CONDITIONS OR HABITS BY OTHER CREW MEMBERS.

REGULAR MEETING DATED FEBRUARY 5, 2002

STREET DEPARTMENT

1. ESTABLISH AND IMPLEMENT WRITTEN BARRICADING / TRAFFIC CONTROL PROCEDURES.

2. CONDUCT, ON A REGULAR BASIS, AN INSPECTION OF CITY STREETS AND SIDEWALKS TO DETECT PHYSICAL HAZARDS, WITH WRITTEN RECORDS MAINTAINED.

3. WHEN WORKING IN / OR ADJACENT TO STREETS AND ROADWAYS, ALL CREW / EMPLOYEES MUST BE REQUIRED TO WEAR ORANGE REFLECTIVE VESTS.

4. CONDUCT, ON REGULAR BASIS, AN INSPECTION OF THE CITY'S TRAFFIC SIGNALS AND STOP SIGNS TO DETECT PHYSICAL HAZARDS, EXPOSURES, WITH WRITTEN RECORDS MAINTAINED.

5. CONDUCT A SURVEY TO IDENTIFY STOP SIGNS THROUGHOUT THE CORPORATE CITY LIMITS THAT ARE NOT AT D.O.T. REGULATION HEIGHT.

6. ALL ROAD AND STREET MAINTENANCE EQUIPMENT / VEHICLES ARE TO BE EQUIPPED WITH ADEQUATE VISIBLE FLASHING OR ROTATING AMBER LIGHTS AND MUST BE IN OPERATION WHEN SUCH EQUIPMENT / VEHICLES ARE OPERATING IN TRAFFIC AREAS.

7. ALL SLOW MOVING EQUIPMENT / AND OTHER MACHINERY DESIGNED FOR USE AT SPEEDS LESS THAN 25 MPH OPERATING IN TRAFFIC AREAS IS TO BE EQUIPPED WITH A "SLOW MOVING" VEHICLE EMBLEM.

8. SIDEWALKS AND PATHWAYS IN SUCH CONDITION THAT MAY CAUSE HAZARDS (BROKEN, CRACKED, UNEVEN, ETC.) MUST BE REPORTED AND REPAIRED AS SOON AS SUCH EXPOSURES ARE IDENTIFIED.

9. STREETS AND ROADWAYS IN SUCH CONDITION THAT MAY CAUSE VEHICLE DAMAGE OR PERSONAL INJURY TO THE PUBLIC (POTHOLES, ETC.) MUST BE REPORTED AND REPAIRED AS SOON AS SUCH EXPOSURES ARE IDENTIFIED.

10. WHEN PERFORMING DAY-TO-DAY WORK ACTIVITIES AND SUCH EXPOSURES ARE IDENTIFIED, EMPLOYEES MUST REPORT SUCH EXPOSURES IMMEDIATELY.

STREETS / ROADS
FLAG PERSON PROCEDURES

1. ANY AND ALL STATE FLAGGING PROCEDURES MUST BE ADOPTED FOR ANY EMERGENCY OR NORMAL FLAGGING PROCEDURE ON ROADS AND HIGHWAYS. THE FOLLOWING ARE PROCEDURES TO BE TAKEN INTO CONSIDERATION:

2. WHEN PROTECTION OF PUBLIC RIGHT AWAY IS REQUIRED, TAKE INTO CONSIDERATION THE GRADE, CURVATURE OF THE RIGHT OF WAY, WEATHER CONDITIONS, SIGHT DISTANCE AND THE SPEED OF THE RIGHT OF WAY.

3. WHEN FLAGGING PROTECTION IS REQUIRED, FLAG OF LIGHT OR COMBINATION OF BOTH BY DAY AND LIGHT BY NIGHT.

4. WHEN FLAGGING PROTECTION IS USED, THE POINT OF PROTECTION MUST BE A SUFFICIENT DISTANCE FOR TRAFFIC TO STOP, BUT NEAR ENOUGH TO THE POINT TO BE PROTECTIVE SO THERE IS NO DOUBT AS TO THE FLAG PERSONS PURPOSE.

5. WHERE WARNING SIGNS ARE APPLICABLE, THEY MUST BE DISPLAYED BY TAKING INTO CONSIDERATION RULE #2 UNDER FLAG PERSON PROCEDURES.

6. IF NECESSARY, FLAG PERSON AND SIGNS MUST BE USED IN BOTH DIRECTIONS OF THE RIGHT OF WAY FROM THE POINT OF PROTECTION.

7. STAND NOT LESS THAN 100 FEET FROM POINT OF PROTECTION UNLESS CONDITIONS MAKE THIS IMPOSSIBLE, THEN OTHER PRECAUTION MUST BE TAKEN INTO CONSIDERATION SUCH AS SIGNS, LIGHTS, ETC.

8. FLAG PERSON SHOULD STAND ON THE SHOULDER OR NEAR THE SHOULDER TO THE RIGHT OF THE APPROACHING TRAFFIC.

9. TO STOP TRAFFIC, EXTEND THE FLAG INTO THE TRAFFIC LANE AND HOLD IT STATIONARY UNTIL THE VEHICLE HAS STOPPED. WHEN READY FOR THE

VEHICLE TO PROCEED, GIVE THE PROPER SIGNAL WITH YOUR FREE HAND OR BY SPEAKING COURTEOUSLY TO THE DRIVER IF NECESSARY.

10. TO SLOW TRAFFIC, EXTEND THE FLAG INTO THE TRAFFIC LANE AND HOLD IT STATIONARY UNTIL THE VEHICLE HAS SLOWED SUFFICIENTLY.

11. TO FLAG AT NIGHT, USE A BRIGHT RED LIGHT.

12. TO STOP TRAFFIC, WAVE THE LIGHT BACK AND FORTH UNTIL THE VEHICLE HAS STOPPED. WHEN READY FOR THE VEHICLE TO PROCEED, GIVE THE PROCEED SIGNAL WITH YOUR FREE HAND OR BY SPEAKING COURTEOUSLY TO THE DRIVER IF NECESSARY.

TRASH THRESHER

1. MUST ALWAYS MAKE SURE THRESHER IS SECURE AND IN PROPER POSITION BEFORE USING.

2. MAKE SURE ALL SAFETY DEVICES ARE INTACT AND IN GOOD CONDITION BEFORE OPERATING.

3. NEVER FEED OVERSIZE LIMBS TO MACHINE.

4. ALWAYS, WHEN FEEDING LIMBS, MAKE SURE THAT THE BRANCHES ARE FED FROM THE BOTTOM END. IN OTHER WORDS, LARGE END OF BRANCHES ARE FED INTO THE MACHINE FIRST AND NOT THE SMALL ENDS.

5. NEVER FORCE BRANCHES INTO THE MACHINE BECAUSE YOU MIGHT SLIP AND BECOME INJURED.

6. NEVER TAKE CHANCES AND GET YOUR HANDS TOO CLOSE TO THE MACHINE, YOUR HANDS MUST NEVER BE CLOSER THAN THE METAL GUARDS.

7. SAFETY GLASSES AND GLOVES MUST BE USED WHILE THE MACHINE IS IN OPERATION, NO LOOSE CLOTHING AND USE EARPLUGS.

8. MAKE SURE THAT THE TRAILER HITCH IS IN GOOD CONDITION AND MUST USE THE SAFETY CHAIN.

9. MAKE SURE THAT THE LIGHTS ARE IN PROPER WORKING CONDITION.

10. IF STOPPED IN THE STREET, MAKE SURE YOUR EQUIPMENT IS PROPERLY FLAGGED AGAINST TRAFFIC.

WRENCHES

THE MAIN PARTS OF A WRENCH ARE:

A HANDLE FOR LEVERAGE, AND A HEAD WITH FIXED OR ADJUSTABLE JAWS. THE PURPOSE OF A WRENCH IS TO GRIP, TWIST OR TURN THINGS LIKE A PIPE OR THE HAED OF A BOLT.

THE FOLLOWING PROCEDURES PRESENT A FEW IDEAS FOR USING AND MAINTAING WRENCHES FOR SAFETY:

1. IF YOU TRY TO WORK WITH A DAMAGED WRENCH, YOU MAY WORK YOURSELF INTO AN ACCIDENT. REPLACE A DAMAGED WRENCH. THIS WILL COST LESS THAN AN ACCIDENT.

2. A MAKESHIFT WRENCH, LIKE ANY MAKESHIFT HAND TOOL MAY FAIL TO DO THE JOB YOU WANT DONE. THIS IS ANOTHER WAY TO WORK YOURSELF INTO AN ACCIDENT. USE THE RIGHT KIND AND SIZE WRENCH FOR THE JOB.

3. IF YOU USE A WRENCH IMPROPERLY, THE WRENCH MAY SLIP, BREAK OR SPREAD. WHEN THIS HAPPENS, YOU MAY BE IN FOR AN ACCIDENT. FOR EXAMPLE; STRIKING A WRENCH WITH A HAMMER OR SLEDGE WILL DAMAGE THE WRENCH. USING A PIPE EXTENSION ON THE HANDLE OF A WRENCH WILL PUT MORE LEVERAGE ON THE JAWS, BUT THE EXTRA LEVERAGE MAY DAMAGE OR BREAK THE WRENCH. USE A WRENCH TO DO THE KIND OF WORK FOR WHICH IT IS DESIGNED. IF A PART IS RUSTED TOO TIGHT TO REMOVE WITH NORMAL WRENCH LEVERAGE, CHECK UP ON OTHER WAYS TO REMOVE THE PART.

4. AN ADJUSTABLE WRENCH HAS MORE PARTS THAN A WRENCH WITH FIXED JAWS. INSPECT THE KNURL, THE KNURL PIN AND THE ADJUSTABLE JAW REGULARLY. REPLACED THESE PARTS, IF NECESSARY, TO MAINTAIN THE WRENCH SLIP FREE.

5. A PIPE WRENCH GRIPS BEST WHEN THE TEETH ARE KEPT CLEAN AND SHARP. IT IS DESIGNED FOR TURNING PIPE. A PIPE WRENCH WILL CUT NUTS AND BOLTS HEADS; IT MAY CUT THE CORNERS OFF, AND SLIP OFF. FOR YOUR SAFETY, USE A PIPE WRENCH ONLY FOR TURNING PIPE - THEN MAKE SURE THE BITE IS NEAR THE MIDDLE OF THE JAWS. THIS MEANS THE RIGHT SIZE PIPE WRENCH FOR THE SIZE PIPE WRENCH FOR THE SIZE OF PIPE.

6. YOUR POSITION AND THE POSITION OF YOUR HANDS IS IMPORTANT FOR YOUR SAFETY WHEN APPLYING A WRENCH. YOUR POSITION SHOULD PROTECT YOU FROM FALLING OR FROM STRIKING SOMETHING IF THE WRENCH SLIPS. YOUR HANDS SHOULD NOT BE IN POSITION TO GET CAUGHT BETWEEN THE WRENCH HANDLE AND SOMETHING ELSE IF THE WRENCH SLIPS OR IF THE PART YOU ARE WORKING LOOSENS OR BREAKS.

7. AN ADJUSTABLE WRENCH WORKS BEST IF THE OPEN JAWS FACE IN THE DIRECTION THE HANDLE IS TO BE PULLED OR PUSHED.

8. USING A WRENCH ON MOVING MACHINERY IS ASKING FOR REAL TROUBLE IF THE WRENCH OR A PART FALLS INTO THE MACHINE. STOP AND LOCK IT OUT BEFORE PERFORMING MAINTENCE.

9. USING A SHIM TO MAKE A WRENCH FIT IS ANOTHER WAY TO GET HURT. GET A WRENCH THAT FITS.

10. WORKING DIRECTLY UNDER OVERHEAD WORK WITH A WRENCH IS A WAY TO GET HURT. STAND TO ONE SIDE SO THAT IF ANYTHING DROPS IT WON'T HIT YOU.

11. EXTENSIONS AND UNIVERSAL JOINTS ARE GOOD FOR REACHING HARD TO GET TO PARTS WITH A WRENCH, BECAUSE THEY KEEP YOUR HANDS OUT OF DANGER.

TOOLS

1. WEAR PROPER PROTECTIVE EQUIPMENT SUCH AS GLOVES AND SAFETY GLASSES OR GOGGLES.

2. TOOLS MUST BE USED ONLY FOR THE PURPOSE FOR WHICH THEY ARE DESIGNED.

3. EMPLOYEES MUST ASCERTAIN BY PERSONAL INSPECTION THAT TOOLS ARE IN PROPER CONDITION BEFORE THEY MAY BE USED.

4. TOOLS, MATERIALS, SUPPLIES, FURNISHINGS, ETC., MUST BE SAFELY AND NEATLY ARRANGED IN PROPER PLACES.

5. EMPLOYEES MUST NOT WORK SO CLOSE TOGETHER AS TO CONSTITUTE A HAZARD, NOR WORK WITHIN STRIKING DISTANCE OF EMPLOYEES WHO ARE USING A SWINGING TOOL.

6. MOVING PARTS OF TOOLS MUST BE LUBRICATED PROPERLY. HANDLES MUST BE KEPT FREE FROM LUBRICANTS.

7. DEFECTIVE TOOLS MUST BE REPAIRED OR REPLACED. EMPLOYEES MUST WATCH FOR MUSHROOMED HEADS, LOOSE OR CRACKED HANDLES, CRACKED METAL, ETC. SPLINT OR CRACKED HANDLES MUST BE REPLACED.

8. CUTTING EDGES OF TOOLS SUCH AS KNIVES, CHISELS AND SCREWDRIVERS MUST BE PROTECTED WHEN CARRIED.

9. EMPLOYEES MUST USE A DRAFT PIN OR OTHER SUITABLE ITEM, NEVER A FINGER, TO DETERMINE WHETHER HOLE IS IN PROPER ALIGNMENT FOR INSERTION OF RIVET, BOLT, PIN OR OTHER OBJECT.

10. LEAVING SHOVELS, FORKS, RAKES OR OTHER POINTED OR SHARP EDGED TOOLS LYING AROUND WITH POINTS OR EDGES UP IS PROHIBITED.

11. HANDSAWS MUST BE KEPT SHARP AND RUST FREE AND MUST BE HUNG UP WHEN NOT IN USE.

12. INSPECT CLAW AREA OF TOOLS AND MAKE SURE THAT IT IS NOT CRACKED, BROKEN OR WORN SIGNIFICANTLY. IF IT IS, REPLACE IT.

13. SELECT THE PROPER SIZE AND TYPE OF WRENCH. IF ADJUSTABLE WRENCH IS USED, BEFORE ATTEMPTING TO APPLY FULL FORCE, MAKE SURE WRENCH HAS PROPER GRIP. BRACE BODY SECURELY TO AVOID OVER BALANCING IN THE EVENT THAT WRENCH SLIPS.

14. WELDING REPAIRS TO SLEDGEHAMMERS, HAND HAMMERS OR ANY OTHER TOOL IS PROHIBITED.

15. WHEN USING A HAMMER, GRIP THE HAMMER NEAR THE BUTT, USE NORMAL SWING, AND AVOID STRIKING FINGERS.

16. BEFORE USING A FILE, IT WILL BE EQUIPPED WITH A HANDLE.

17. SCREWDRIVERS ARE TO BE USED FOR TURNING SCREWS ONLY. ONLY SCREWDRIVERS WITH INSULATED HANDLE MAY BE USED IN ELECTRICAL WORK.

18. ONLY AUTHORIZED EMPLOYEES WHO HAVE BEEN PROPERLY INSTRUCTED IN THE USE AND CARE OF POWER TOOLS, MACHINERY, APPLIANCES OR EQUIPMENT ARE PERMITTED TO OPERATE THESE ITEMS.

19. EMPLOYEES MUST PERSONALLY INSPECT POWER TOOLS, MACHINERY, APPLIANCES AND EQUIPMENT TO MAKE SURE THAT THEY ARE IN PROPER SAFE CONDITION BEFORE SUCH ITEMS MAY BE USED.

20. BEFORE EMPLOYEES MAY START, OPERATE, OR WORK ON OR NEAR A POWER TOOL, MACHINE, MOTOR, PUMP OR APPLIANCE, ALL SAFETY GUARDS MUST BE IN PROPER POSITION.

21. BEFORE EMPLOYEES MAY ATTEMPT TO ADJUST, REPAIR, CLEAN OR OIL HYDRAULIC, AIR, ELECTRIC OR OTHER MECHANICAL TOOLS OR MACHINES, SUCH EQUIPMENT MUST FIRST BE SHUT DOWN OR SOURCE OF POWER DISCONNECTED, BLED OFF IF NECESSARY AND THE MACHINE ALLOWED TO STOP.

22. EMPLOYEES MUST NOT ALLOW THEIR ATTENTION TO BE DISTRACTED WHILE OPERATING TOOLS OR MACHINES. POWER TOOLS IN USE MUST BE HELD FIRMLY AND USER MUST BE PREPARED TO JERK IN THE EVENT OF STRIKING, JAMMING OR BREAKAGE.

23. ELECTRIC TOOLS AND THEIR CASINGS MUST BE GROUNDED. THEY MUST NOT BE USED BY EMPLOYEES STANDING IN WATER.

24. BEFORE ANY MATERIAL IS DRILLED ON A DRILL PRESS, THE MATERIAL MUST BE PROPERLY FASTENED BY MEANS OF A VISE, CLAMP OR CHUCK TO PREVENT IT FROM TURNING.

25. TOOLS, INCLUDING BUT NOT LIMITED TO SHOVELS, PICK AXES, AXES, RAKES, HAMMERS, RODS, SLEDGEHAMMERS, LEVELERS AND THE LIKE, MUST BE SECURED ON VEHICLE BEFORE VEHICLE ISMOVED AT ANY TIME. NO VEHICLE SHALL BE DRIVEN ON ANY STREET OR HIGHWAY UNTIL ALL TOOLS AND MACHINERY HAVE BEEN SECURED.

26. MOST HAND HELD ELECTRICAL POWER TOOLS SHOULD BE EQUIPPED WITH A "QUICK RELEASE" CONTROL, SO THAT THE POWER IS AUTOMATICALLY SHUT OFF WHENEVER THE OPERATOR RELEASES THE CONTROL.

27. PORTABLE CIRCULAR SAWS AND PORTABLE GRINDERS SHOULD BE EQUIPPED WITH GUARDS ABOVE AND BELOW THE BASE PLATE OR SHOE. THE LOWER GUARD SHOULD RETRACT WHEN THE BLADE IS IN USE AND AUTOMATICALLY RETURN TO THE GUARDING POSITION WHEN THE TOOL IS WITHDRAWN FROM THE WORK.

28. ALL HAND HELD PORTABLE ELECTRICAL EQUIPMENT SHOULD HAVE ITS FRAME GROUNDED OR BE DOUBLE INSULATED AND IDENTIFIED AS SUCH.

29. ALL TOOLS SHOULD BE USED WITH APPROPRIATE GUARDS, SHIELDS AND ATTACHMENTS AND IN ACCORDANCE WITH THE RECOMMENDATIONS BY THE

MANUFACTURES. EMPLOYEES SHOULD BE TRAINED IN THE USE OF POWER TOOLS AND SAFETY REQUIREMENTS.

30. NAILERS, STAPLERS AND SIMILAR EQUIPMENT WITH AUTOMATIC FEED SHOULD HAVE A MUZZLE TO PREVENT THE TOOL FROM EJECTING A PIECE UNLESS THE MUZZLE IS IN CONTACT WITH A WORK SURFACE.

31. BEWARE OF COMPRESSED AIR; IT CAN BE DANGEROUS. ALTERNATIVE METHODS OF CLEANING SURFACES ARE PREFERRED AND SHOULD BE SOUGHT. COMPRESSED AIR SHOULD NEVER BE USED TO BLOW DEBRIS FROM A PERSON. COMPRESSED AIR MAY BE USED ONLY WHEN NO ALTERNATE METHOD OF CLEANING SURFACES IS ACCEPTABLE. THE DOWNSTREAM PRESSURE OF COMPRESSED AIR MUST REMAIN AT A PRESSURE LEVEL BELOW 30 PSI WHENEVER THE NOZZLE IS DEAD-ENDED. EFFECTIVE CHIP GUARDING AND PERSONAL PROTECTIVE EQUIPMENT SHOULD BE USED.

32. USE TOOLS ONLY FOR THE TASK FOR WHICH THEY WERE DESIGNED. SECURE THE PROPER TOOLS FOR THE JOB BEFORE BEGINNING THE WORK.

TOOLS / PNEUMATIC

1. COMPRESSED AIR AND COMPRESSED AIR TOOLS MUST BE USED WITH CAUTION.

2. PNEUMATIC TOOLS MUST NEVER BE POINTED AT ANOTHER PERSON.

3. PNEUMATIC POWER TOOLS WILL BE SECURED TO THE HOSE OR WHIP BY SOME POSITIVE MEANS TO PREVENT THE TOOLS FROM BECOMING ACCIDENTALLY DISCONNECTED.

4. SAFETY CLIPS OR RETAINERS WILL BE SECURELY INSTALLED AND MAINTAINED ON PNEUMATIC IMPACT (PERCUSSION) TOOLS TO PREVENT ATTACHMENTS FROM BING ACCIDENTALLY EXPELLED.

5. COMPRESSED AIR MUST NOT BE USED FOR CLEANING PURPOSES EXCEPT WHEN REDUCED TO LESSTHAN 30 PSI, AND THEN ONLY WITH SAFETY GOGGLES OVER THE EYES.

6. COMPRESSED AIR WILL NOT BE USED TO BLOW DUST FROM CLOTHING.

7. THE MANUFACTURES SAFE OPERATING PRESSURE FOR HOSES, PIPERS, VALVES, FILTERS AND OTHER FITTINGS MUST NOT BE EXCEEDED.

8. THE USE OF HOSES FOR HOISTING OR LOWERING TOOLS SHALL NOT BE PERMITTED.

9. ALL HOSES EXCEEDING ½" INSIDE DIAMETER MUST HAVE A SAFETY DEVICE AT THE SOURCE OF SUPPLY OR BRANCH LINE TO REDUCE PRESSURE IN CASE OF HOSE FAILURE.

10. BEFORE MAKING ADJUSTMENTS OR CHANGING AIR TOOLS, UNLESS EQUIPPED WITH QUICK CHANGE CONNECTORS, THE AIR SHALL BE SHUT OFF AT THE SUPPLY VALVE AHEAD OF THE HOSE. THE HOSE WILL BE BLED AT THE TOOL BEFORE BREAKING THE CONNECTION.

11. EYE PROTECTION, LEATHER GLOVES, FOOT PROTECTION AND OTHER PROTECTIVE DEVICES MUST BE WORN WHEN THEIR USE COULD REDUCE THE POSSIBILITY OF INJURY.

12. PNEUMATIC TOOLS MUST BE OPERATED ONLY BY COMPETENT PERSONS WHO HAVE BEEN TRAINED IN THE USE OF SAME.

13. THE USE OF METAL REINFORCED HOSE MUST BE AVOIDED NEAR ENERGIZED EQUIPMENT. WHEN THIS TYPE OF HOSE MUST BE USED, PROPER CLEARANCES MUST BE MAINTAINED.

TOOLS / PORTABLE / ELECTRIC

THE MOST SERIOUS HAZARD IN THE USE OF PORTABLE ELECTRIC TOOLS IS THE SHOCK. MOST MACHINES ARE TESTED FOR LEAKAGE OF ELECTRICITY BEFORE THEY LEAVE THE MANUFACTURER, BUT AT ANY TIME SOMETHING CAN GO WRONG AND CAUSE A SHORT CIRCUIT.

1. WHEN YOU USE A PORTABLE ELECTRIC TOOL ON METAL, YOU CAN PROTECT YOURSELF IN SEVERAL WAYS:

A. WEAR RUBBERS OR RUBBER SOLED SHOES.

B. USE THE GROUND WIRE OR A THREE WAY PLUG.

2. DON'T USE PORTABLE ELECTRIC TOOLS WHERE THERE ARE EXPLOSIVE GASES OR DUST UNLESS THE MOTORS ARE EXPLOSION PROOF.

3. RULES FOR PORTABLE ELECTRIC TOOLS:

A. USE ONLY EQUIPMENT THAT IS IN GOOD CONDITION. TAKE GOOD CARE OF IT.

B. BE SURE THE TOOL IS PROPERLY GROUNDED.

C. REPORT THE FOLLOWING UNSAFE CONDITIONS:

1. DEFECTIVE OR BROKEN INSULATION ON CORD.

2. IMPROPER OR POORLY MADE CONNECTIONS TO TERMINALS.

3. BROKEN OR OTHERWISE DEFECTIVE PLUG.

4. A LOOSE OR BROKEN SWITCH.

5. BRUSHES SPARKING OR COPPER DUST AROUND THE VENTS.

D. DON'T OVER STRAIN THE TOOL, AND OVERLOAD THE MOTOR.

E. NEVER USE A PORTABLE ELECTRIC TOOL IN THE PRESENCE OF FLAMMABLE VAPORS OR GASES UNLESS IT IS DESIGNED FOR SUCH USE.

4. REPORT ALL DEFECTIVE ELECTRICAL EQUIPMENT:

A. UNLESS YOU'RE USING A TOOL IN A STAND OR JIG, LEAVE THE CONTROL IN THE TRIGGER SO THAT THE TOOL CAN BE STOPPED AUTOMATICALLY. IN OTHER WORDS, DON'T USE THE SWITCH LOCK ON THE TOOL.

B. WHEN YOU LAY YOUR TOOL DOWN, BE SURE TO PUT IT WHERE IT WON'T CAUSE AN ACCIDENT WHEN THE CORD IS PLUGGED IN.

C. GIVE CO-WORKERS A BREAK. WHENEVER YOU CAN, HANG UP EXTENSION SO THEY CLEAR TRAFFIC AISLES.

D. KEEP IN MIND THAT THE NUMBER 18 WIRE USED IN LIGHTING FIXTURES IN OFFICES AND HOUSES WON'T SAFELY CARRY THE LOAD OF HEAVY DUTY ELECTRIC TOOLS, SO DON'T PLUG THEM INTO SUCH CIRCUITS. INSTEAD, TO SUPPLY POWER, RUN A TEMPORARY LINE OF NUMBER 14 WIRE INTO THE JOB.

5. A HEAVY DUTY DRILL OR AN IMPACT WRENCH ROTATES WITH TERRIFIC FORCE. IF THE TOOL GETS JAMMED, THE OPERATOR CAN BE UPSET IN A FRACTION OF A SECOND. THAT'S WHY YOU SHOULD BE ESPECIALLY CAREFUL WHEN YOU USE THESE TOOLS ON SCAFFOLDING, SKELETON FRAMEWORK OR OTHER HIGH PLACES. IN SUCH HAZARDOUS LOCATIONS, DON'T USE DRILLS OR WRENCHES LARGER THAN 3/4" UNLESS ANOTHER MAN WORKS WITH YOU.

6. THOSE OF YOU WHO USE SANDING MACHINES, GRINDERS AND CHIPPING MACHINES ALREADY KNOW WHAT A SERIOUS EYE HAZARD FLYING PARTICLES CAN BE. THIS IS A REMINDER TO USE YOUR GOGGLES WHEN YOU WORK ON THESE MACHINES.

7. WHENEVER YOUR WORK CAUSES A LOT OF DUST, WEAR THE RESPIRATORS PROVIDED FOR YOU.

8. PORTABLE SAWS, IF THEY'RE NOT PROPERLY USED, CAN CAUSE SO MUCH TROUBLE THAT THEY DESERVE A SPECIAL WORD. OPERATORS MUST FOLLOW SEVERAL SAFETY RULES:

A. BE SURE THE GUARD IS IN PLACE BEFORE YOU START THE MACHINE, AND KEEP IT THERE AS LONG AS THE POWER IS ON.

B. KEEP OTHER WORKMEN AWAY FROM THE PLANE OF ROTATION. THEN THEY WON'T BE HIT BY FLYING PARTICLES OR PIECES OF A TOOL IF ONE BREAKS WHILE THE MACHINE IS OPERATING. A BROKEN SAW BLADE OR ABRASION DISC CAN PUT A MAN IN THE HOSPITAL FOR A LONG TIME.

9. REMEMBER THIS:

PORTABLE ELECTRIC TOOLS CAN BE USED SAFELY IF THEY'RE USES WITH CARE AND COMMON SENSE.

VEHICLE OPERATION

1. THE ABILITY TO DRIVE SAFELY DEPENDS, TO A GREAT EXTENT, ON THE ATTITUDE OF THE DRIVER. ATTITUDE REFERS TO THE BASIC DESIRE OF THE EMPLOYEE TO DRIVE SAFELY TO PROTECT HIS OWN LIFE AS WELL AS THE LIVES AND PROPERTY OF OTHERS. THE DESIRE TO DRIVE SAFELY CAN HAVE FAR REACHING RESULTS BECAUSE LIKE AN ACT OF COURTESY, IT IS CONTAGIOUS.

2. THE CITY EXPECTS YOU TO ALWAYS OPERATE YOUR VEHICLE IN CONFORMANCE WITH THE LAWS OF THE STATE AND ALL LOCAL ORDINANCES. NO JOB IS SO IMPORTANT THAT YOU NEED TO DRIVE RECKLESSLY, VIOLATE STOP SIGNS, BREAK SPEED LAWS, BEAT THE LIGHT, MAKE ILLEGAL TURNS OR OPERATE IN ANY MANNER THAT IS CONSIDERED UNLAWFUL OR UNSAFE.

3. ONLY THOSE EMPLOYEES SPECIFICALLY AUTHORIZED AND WHO POSSESS A VALID LICENSE OR PERMIT FOR THE EQUIPMENT BEING USED, SHALL OPERATE MEMBER OWNED MOTOR VEHICLES OR PERSONALLY OWNED VEHICLES ON MEMBERSHIP BUSINESS.

4. DRIVERS SHALL KNOW AND OBEY ALL STATE AND LOCAL MOTOR VEHICLE LAWS APPLICABLE TO THE OPERATION OF THEIR VEHICLES.

5. THE DRIVER SHALL DRIVE AT SAFE SPEEDS NO GREATER THAN THAT PERMITTED BY LAW. TRAFFIC, ROAD AND WEATHER CONDITIONS SHALL BE GIVEN CONSIDERATION IN DETERMINE THE SAFE SPEED WITHIN THE LEGAL LIMIT AT WHICH THE VEHICLE SHALL BE OPERATED.

6. A DRIVER SHALL NOT PERMIT UNAUTHORIZED PERSONS TO DRIVE, OPERATE OR RIDE IN OR ON A MEMBER OWNED VEHICLE.

7. THE MEMBER MUST ESTABLISH AND IMPLEMENT A WRITTEN SEAT BELT POLICY FOR ALL MEMBER / EMPLOYEES / DRIVERS.

8. EMPLOYEES MUST NOT PERMIT ANYONE TO RIDE ON THE RUNNING BOARDS, FENDERS OR ANY PART OF THE VEHICLE EXCEPT ON THE SEATS.

9. EMPLOYEES MUST NOT RIDE ON TRAILERS.

10. EMPLOYEES MUST NOT JUMP ON OR OFF VEHICLES IN MOTION.

11. ALWAYS BE ALERT AROUND MOTOR VEHICLES. MAKE SURE THE OPERATOR IS AWARE OF YOUR PRESENCE. NEVER STAND IN FRONT OR BEHIND THE VEHICLE WHEN IT IS BEING STARTED.

12. PLAY IT SAFE BY STAYING CLEAR OF LOADED TRAILERS, ESPECIALLY TRAILERS LOADED WITH POLES. ALWAYS STAY CLEAR OF TRAILERS MANEUVERING IN LOADING AREAS OR POLE YARDS.

INSPECTION OF EQUIPMENT:

13. THE DRIVER WILL DETERMINE THAT BRAKES ARE IN SAFE OPERATING CONDITION BEFORE OPERATING EQUIPMENT. IF BRAKES ARE NOT WORKING PROPERLY, THEY MUST BE CORRECTED BEFORE THE VEHICLE IS USED.

14. THE DRIVER SHALL INSPECT WINDSHIELD WIPERS FREQUENTLY AND SEE THAT THE WINDOWS AND WINDSHIELD GIVE SUFFICIENT VISIBILITY FOR SAFE VEHICLE OPERATION.

15. ALL LIGHTS AND REFLECTORS OF A VEHICLE WILL BE INSPECTED BY THE DRIVER, AND IF FOUND TO BE DEFECTIVE, THEY MUST BE REPAIRED IMMEDIATELY.

16. THE DRIVER MUST REPORT ANY DEFECTS WHICH MAY HAVE DEVELOPED DURING THE DAY. IF THE BRAKES ARE NOT WORKING PROPERLY, THEY WILL BE ADJUSTED OR REPAIRED BEFORE THE VEHICLE IS PUT INTO OPERATION. OTHER ITEMS WHICH AFFECT SAFETY WILL BE REPAIRED PRIOR TO CONTINUED VEHICLE OPERATION.

17. ALL BUCKETS SHALL BE TESTED BY A QUALIFIED INDIVIDUAL EVERY 6 MONTHS. THIS TEST SHALL BE DOCUMENTED AND KEPT ON FILE FOR FUTURE REFERENCE.

EXHAUST GAS:

18. THE DRIVER MUST NOT OPERATE A MOTOR VEHICLE IN ANY GARAGE EXCEPT WHEN DRIVING IN OR OUT. THE MOTOR SHALL NOT BE WARMED UP INSIDE A GARAGE, NOT SHALL THE DRIVER TEST MOTOR OPERATION IN A GARAGE, UNLESS THE EXHAUST GAS IS CARRIED DIRECTLY TO THE OUTSIDE ATMOSPHERE, OR DOORS AND WINDOWS ARE OPEN SO THAT ADEQUATE VENTILATION EXISTS.

OPERATION:

19. BEFORE ENTERING A VEHICLE AND PLACING IT INTO OPERATION, IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THAT THE VEHICLE CAN BE MOVED SAFELY EITHER FORWARD OR BACKWARD.

20. THE OPERATOR OF A MOTOR VEHICLE MUST CLEARLY SIGNAL HIS INTENTION OF TURNING, PASSING OR STOPPING.

21. UPON A SIGNAL FROM A VEHICLE APPROACHING FROM THE REAR, THE DRIVER OF THE CITY VEHICLE WILL YIELD THE RIGHT OF WAY.

22. DRIVER'S MUST BE PREPARED TO STOP AND THE RIGHT OF WAY WILL BE YIELDED IN ALL INSTANCES WHERE NECESSARY TO AVOID AN ACCIDENT.

23. THE DRIVER OF A VEHICLE WILL BE COURTEOUS TOWARD OTHER OPERATORS AND PEDESTRIANS. HE WILL OPERATE HIS VEHICLE IN A SAFE MANNER AND SHALL YIELD THE RIGHT OF WAY TO PEDESTRIANS AND OTHER VEHICLES WHEN FAILURE TO DO SO MIGHT ENDANGER ANY PERSON OR ANOTHER VEHICLE.

24. THE DRIVER WILL MAINTAIN A SAFE DISTANCE BEHIND WHEN FOLLOWING ANOTHER VEHICLE SO THAT HE CAN SAFELY STOP THE VEHICLE IN A CLEAR DISTANCE AHEAD.

25. DRIVERS MUST EXERCISE ADDED CAUTION WHEN DRIVING THROUGH RESIDENTIAL AND SCHOOL ZONES.

26. WHEN ENTERING OR LEAVING ANY BUILDING, ENCLOSURE, ALLEY OR STREET WHERE VISION IS OBSTRUCTED, A COMPLETE STOP WILL BE MADE AND THE DRIVER MUST PROCEED WITH CAUTION.

27. TRUCKS ON WHICH DERRICKS OR BOOMS ARE ERECTED ABOVE TRAVELING HEIGHT MUST NOT BE MOVED EXCEPT UNDER THE IMMEDIATE DIRECTION OF A DESIGNATED EMPLOYEE WHO SHALL GIVE HIS UNDIVIDED ATTENTION TO THE MOVEMENT.

28. BEFORE A RADIO EQUIPPED VEHICLE IS DRIVEN UNDER OR ADJACENT TO ENERGIZED EQUIPMENT, ESPECIALLY IN SUBSTATION AREAS, THE RADIO ANTENNA SHALL BE LOWERED AND CLEARANCES WILL BE MAINTAINED BETWEEN THE VEHICLE AND ENERGIZED EQUIPMENT.

29. ALL IGNITION SYSTEMS MUST BE TURNED OFF AND NO SMOKING IS PERMITTED WHILE REFUELING.

30. WHEN PROCEEDING DOWNGRADE, THE CLUTCH WILL NOT BE DISENGAGED. TRUCKS, PARTICULARLY IF HEAVILY LOADED, MUST BE IN A LOWER GEAR ON STEEP GRADES.

31. NEVER ATTEMPT TO PASS ANOTHER VEHICLE ON A HILL OR SHARP INCLINE, AROUND A CURVE, AT ANY STREET INTERSECTION OR RAILROAD CROSSING, EXCEPT WHERE A PASSING LANE IS PROVIDED MAKING PASSING ACCEPTABLE.

32. APPROACH ALL RAILROAD CROSSINGS CAUTIOUSLY.

33. ALWAYS STOP WHEN MEETING OR OVERTAKING A SCHOOL BUS THAT HAS STOPPED TO TAKE ON OR DISCHARGE CHILDREN.

34. ALWAYS DRIVE WELL OVER ON THE RIGHT HAND SIDE OF THE CORNER LINE OF STREETS OR HIGHWAYS AND BE CAREFUL TO NOT ALLOW THE WHEELS TO GET OVER THE EDGE OF PAVED SURFACES.

35. IN CASE OF COLLISIONS OR ACCIDENTS INVOLVING PEDESTRIANS OR OTHER VEHICLES, NEVER LEAVE THE SCENE OF THE ACCIDENT UNTIL A REPORT HAS BEEN MADE TO THE PROPER OFFICIALS. RENDER ALL POSSIBLE AID TO ANY INJURED PERSON.

PARKING:

36. NEVER PARK ON PAVED OR TRAVELED PART OF ANY HIGHWAY OUTSIDE OF A BUSINESS OR RESIDENTIAL DISTRICT WHEN YOU CAN PARK OFF THE ROADWAY. IN AN EMERGENCY, IF YOU ARE REQUIRED TO STOP ON THE HIGHWAY AND THERE IS NO ROOM TO PULL OFF THE TRAVELED PORTION, MAKE SURE THAT PROPER WARNING DEVICES, SIGNS OR FLAG PERSONS ARE PLACED TO WARN OTHER DRIVERS. PROTECT THE SITUATION FROM BOTH DIRECTIONS, THEREBY PREVENTING TROUBLE FOR YOURSELF AND OTHERS.

37. WHEN VEHICLES MUST BE PARKED ON THE ROADWAY, THEY MUST BE PARKED ON THE RIGHT SIDE FACING IN THE DIRECTION OF TRAFFIC FLOW WHENEVER POSSIBLE.

38. WHEN PARKING ON A ROADWAY, VEHICLES WILL PARK OFF THE TRAVELED ROAD SURFACE WHENEVER POSSIBLE. WHEN VEHICLES MUST PARK CLOSER THAN 10' TO THE TRAVELED ROAD SURFACE, APPROPRIATE WARNING DEVICES MUST BE USED.

39. TRUCKS OR TRAILERS STOPPED ON ANY PUBLIC ROADWAY MUST BE PROTECTED BY SAFETY CONES, REFLECTORS OR RED FLAGS IN ACCORDANCE WITH STATE OR LOCAL REQUIREMENTS.

40. VEHICLES WILL NOT BE PARKED ON BRIDGES OR OVER CULVERTS EXCEPT WHEN NECESSARY FOR WORK.

41. WHEN IT IS NECESSARY TO PARK ON AN INCLINE, THE DRIVER MUST MAKE SURE THE VEHICLE IS LEFT IN A SAFE POSITION. THE ENGINE WILL BE TURNED OFF, THE VEHICLE PLACED IN THE LOWEST GEAR OR "PARK" POSITION AND THE PARKING BRAKE SET. THE FRONT WHEELS SHALL BE CUT INTO THE CURB. IF THE CURB IS NOT PRESENT, REAR WHEELS SHALL BE CHOCKED.

BACKING:

42. WHENEVER POSSIBLE, THE VEHICLE MUST BE POSITIONED TO AVOID THE NECESSITY OF BACKING LATER.

43. EXTREME CAUTION WILL BE EXERCISED WHEN BACKING A VEHICLE IN ORDER TO AVOID INJURY TO PERSONS AND TO PREVENT PROPERTY DAMAGE. IF ANOTHER EMPLOYEE IS PRESENT, HE MUST BE STATIONED AT THE REAR OF THE VEHICLE TO ASSIST THE DRIVER IN BACKING THE VEHICLE SAFELY.

44. WHEN BACKING A VEHICLE WHICH HAS AN OBSTRUCTED VIEW TO THE REAR:

    A. A REVERSE SIGNAL (BACK UP ALARM) AUDIBLE ABOVE THE SURROUNDING NOISE LEVEL SHALL BE USED OR;

    B. IF AN OBSERVER IS PRESENT, HE / SHE MUST SIGNAL THAT IT IS SAFE TO BACK. THE OBSERVER MUST BE VISIBLE TO THE DRIVER BEFORE BACKING HAS BEGUN.

    C. BACK SLOWLY.

    D. WATCH BOTH SIDES, BUT DO NOT DEPEND ENTIRELY ON MIRRORS.

    E. IN ANY DIFFICULT BACKING SITUATION, ENLIST THE HELP OF ANOTHER PERSON ON THE GROUND AS A GUIDE WHEN SUCH HELP IS AVAILABLE.

    F. IF AN OBSERVER IS NOT PRESENT, THE DRIVER SHALL VISUALLY INSPECT THE PERIMETER OF HIS / HER VEHICLE PRIOR TO PUTTING

THE VEHICLE IN MOTION IN ANY DIRECTION. THE DRIVER SHALL WALK AROUND THE VEHICLE TO INSURE THAT ITS AREA TO THE REAR, SIDES AND FRONT ARE CLEAR OF ALL HAZARDS BEFORE STARTING THE VEHICLE.

STOPPING ON THE HIGHWAY:

45. STOPPING ON THE HIGHWAY WILL BE AVOIDED.

46. WHEN IT IS ABSOLUTELY NECESSARY TO STOP ON THE HIGHWAY, EXTREME CAUTION SHALL BE USED. WARNING SIGNALS AND LIGHTS MUST BE AVOIDED.

    A. A ROTATING BEACON WILL BE USED IF THE VEHICLE IS SO EQUIPPED.

    B. TAIL LIGHTS / EMERGENCY FLASHERS MUST BE USED.

    C. FLARES OR REFLECTORS WILL BE APPROPRIATELY PLACED TO GIVE ADEQUATE ADVANCED WARNING.

    D. IF WORK IS IN PROGRESS, TRAFFIC CONTROL DEVICES (TOGETHER WITH FLAG PERSONS WHERE NECESSARY) MUST BE USED.

47. ANNUALLY, MOTOR VEHICLE RECORDS (M.V.R.) AND POLICE RECORDS CHECKS WILL BE CONDUCTED ON ALL EMPLOYEES REQUIRED TO OPERATE A CITY OWNED VEHICLE.

48. ALL EMPLOYEES WILL IMMEDIATELY NOTIFY THE POLICE DEPARTMENT AND HIS / HER SUPERVISOR ANY TIME A MEMBER VEHICLE IS INVOLVED IN A MOTOR VEHICLE ACCIDENT.

49. NO MOTOR VEHICLE OR EQUIPMENT SHALL BE OPERATED IF IT IS IN DEFECTIVE OR MALFUNCTIONING CONDITION TO WHERE AN UNSAFE CONDITION MAY EXIST.

50. ALL ROAD AND STREET MAINTENANCE EQUIPMENT / VEHICLES ARE TO BE EQUIPPED WITH ADEQUATE VISIBLE FLASHING OR ROTATING AMBER LIGHTS AND MUST BE IN OPERATION WHEN SUCH EQUIPMENT / VEHICLES ARE OPERATING IN TRAFFIC JAMS.

51. ALL SLOW MOVING VEHICLES / EQUIPMENT AND OTHER MACHINERY DESIGNED FOR USE AT SPEEDS LESS THAN 25 MPH OPERATING IN TRAFFIC AREAS IS TO BE EQUIPPED WITH A "SLOW MOVING" VEHICLE EMBLEM.

VEHICLE ACCIDENTS:

52. THE FOLLOWING PROCEDURES MUST BE FOLLOWED WHENEVER ANY MOTORIZED CITY VEHICLE IS INVOLVED IN AN ACCIDENT.

53. NOTIFY THE POLICE IMMEDIATELY.

54. NOTIFY HIS / HER SUPERVISOR.

55. KEEP THE SCENE AND VEHICLE (S) INTACT, IF POSSIBLE, UNTIL THE POLICE ARRIVE.

56. GIVE ONLY HIS / HER NAME, ADDRESS AND THE REGISTRATION LICENSE NUMBER OF THE CITY VEHICLE TO ANY OTHER PARTY INVOLVED.

57. VOLUNTEER NO FURTHER INFORMATION TO ANYONE EXCEPT THE INVESTIGATING OFFICER, SUPERVISOR AND CITY ATTORNEYS.

58. ASSIST INJURED PERSONS, BUT THEY SHOULD NOT BE MOVED BY PERSONS NOT TRAINED IN FIRST AID, EXCEPT TO PREVENT FURTHER INJURY.

59. SECURE NAMES AND ADDRESS OF WITNESSES TO THE ACCIDENT.

60. SECURE NAME AND ADDRESS OF DRIVER AND LICENSE NUMBER.

61. AN ACCIDENT, NO MATTER HOW TRIVIAL IT MAY APPEAR, MUST BE REPORTED.

62. AFTER A COLLISION OR SEVERE IMPACT, A SAFETY INSPECTION OF THE VEHICLE MUST BE MADE BEFORE THE VEHICLE IS OPERATED AGAIN.

USE OF SAFETY CONES:

63. THE DRIVERS OF SPECIAL PURPOSE VEHICLES, VANS, PICKUP TRUCKS, CONSTRUCTION AND FARM EQUIPMENT SHOULD USE SAFETY CONES. THE FOLLOWING PROCEDURES APPLY TO ALL DRIVERS, INCLUDING SUPERVISORY OR MANAGEMENT PERSONNEL.

A. SAFETY CONES, MINIMUM 18" HIGH, MADE OF RED - ORANGE FLUORESCENT MATERIAL, SHOULD BE USED TO REMIND THE DRIVER TO "SAFETY CIRCLE CHECK" THE VEHICLE EVERY TIME IT IS GOING TO BE ENTERED AND MOVED.

B. SAFETY CONES SHOULD BE USED AT ALL TIMES WHEN PARKING OUTSIDE OF FENCED IN VEHICLE STORAGE YARDS OR WHEN PARKED UNTIL THE NEXT DUTY DAY.

C. PLACEMENT OF CONES:

1. PARALLEL PARKING * THE SAFETY CONE WILL BE PLACED TO THE REAR BUMPER.

2. NOSE IN PARKING * WHEN THE NOSE OF THE VEHICLE IS PULLED IN PLACE, THE SAFETY CONE IS PLACED TO THE REAR OF THE VEHICLE AND CENTERED.

3. BACK IN PARKING * WHEN THE VEHICLE IS BACKED INTO PLACE, THE SAFETY CONE IS PLACED IN FRONT OF THE VEHICLE AND CENTERED.

4. ALL OTHER PARKING * IN UNUSUAL PARKING SITUATION, PLACE THE CONE TO THE REAR OF THE VEHICLE AND CENTERED.

A. THE ABOVE PROCEDURES IN NO WAY CHANGE THE PROCEDURES ON THE PLACEMENT OF SAFETY CONES USED TO DIRECT TRAFFIC AROUND WORK LOCATIONS WHERE CONSTRUCTION OR OTHER WORK IS IN PROGRESS.

B. ALL TRUCKS AND BUSES WHEN BACKING SHOULD ALSO UTILIZE AN OBSERVER WHEN AVAILABLE. THE OBSERVER WILL STAND TO THE LEFT REAR OF THE VEHICLE AND BE WITHIN SIGHT OF THE DRIVER AT ALL TIMES. HE / SHE WILL DIRECT THE DRIVER BACK, INSURING THAT THE REAR AND SIDES ARE CLEAR AND THE MOVEMENT CAN BE MADE SAFELY. IF NO ASSISTANCE CAN BE OBTAINED OR IS UNAVAILABLE, THE DRIVER / OPERATOR SHOULD COMPLETE THE PRESCRIBED "SAFETY CIRCLE CHECK" AND CONTINUE TO BACK THE VEHICLE OUT WHILE OBSERVING EXTREME CARE.

VEHICLE SAFETY

THE FOLLOWING PROCEDURES ARE ESTABLISHED AND SHALL BE FOLLOWED FOR THE SAFE OPERATION OF VEHICLES AND GUIDELINES FOR USAGE OF THOSE VEHICLES:

1. ALL DRIVERS OF VEHICLES WILL COMPLY WITH ALL APPLICABLE STATE LAWS AS WELL AS ANY ADDITIONAL REGULATIONS OF THE MEMBER. EMERGENCY VEHICLES UNDER PRESSING EMERGENCY SITUATIONS ARE REQUIRED TO FOLLOW THEIR DEPARTMENT'S POLICIES AND PROCEDURES AND MUST BE DESIGNATED AS AUTHORIZED EMERGENCY VEHICLES.

2. VEHICLES ARE NOT TO BE PARKED IN "NO PARKING" ZONES EXCEPT IN EMERGENCY SITUATIONS OR IN REQUIRED PERFORMANCE OF OFFICIAL DUTIES.

3. NO VEHICLE IS TO BE LEFT UNATTENDED WITH IGNITION KEY LEFT IN IGNITION.

4. BEFORE INITIAL USE OF ANY VEHICLE EACH DAY, THE DRIVER WILL INSPECT THE VEHICLE FOR DAMAGE, INOPERABLE LIGHTS, LOOSE HARDWARE, UNDER INFLATED TIRES, OR ANY OTHER CONDITION WHICH MAY CREATE AN

UNSAFE CONDITION AND MUST COMPLETE A VEHICLE INSPECTION FORM AS REQUIRED.

5. ANY DEFICIENCY ENCOUNTERED THAT POSES A SIGNIFICANT SAFETY HAZARD WILL BE REPORTED TO A SUPERVISOR IMMEDIATELY.

6. SAFETY BELTS WILL BE WORN AT ALL TIMES.

7. TURN SIGNALS WILL BE UTILIZED BY ALL DRIVERS AT ALL TIMES.

8. TAILGATES WILL BE UP AND LOCKED WHEN VEHICLES SO EQUIPPED ARE IN MOTION. IF A VEHICLE'S FUNCTION REQUIRES THAT THE TAILGATE REMAIN IN THE OPEN POSITION, RED FLAGS WILL BE ATTACHED TO THE OUTWARD CORNERS OF THE GATE.

9. IF THE VEHICLE IS CARRYING A LOAD, THE DRIVER WILL INSURE THE LOAD IS SECURE AND THAT OVERHANGS ARE PROPERLY MARKED IN ACCORDANCE WITH APPLICABLE LAWS.

10. RIDING ON SIDES, TOOLBOXES, TAILGATES OR ROOF OF ANY TRUCK IS PROHIBITED. STANDING IN THE BACK OF ANY TRUCK IS NOT PERMITTED; PASSENGERS WILL BE SEATED ONLY IN THE INTENDED AREA.

11. DRIVERS WILL CARRY THEIR DRIVER'S LICENSE AT ALL TIMES WHEN OPERATING MOTOR VEHICLES. EACH EMPLOYEE WHO OPERATES A VEHICLE REGULARLY OR OCCASIONALLY IS REQUIRED TO REPORT ANY SUSPENSION OR REVOCATION OF HIS LICENSE TO HIS SUPERVISOR. FAILURE OF AN EMPLOYEE TO REPORT A CHANGE IN LICENSE STATUS WILL RESULT IN DISCIPLINARY ACTION.

12. DURING PERIODS OF LIMITED VISIBILITY (FOG, ETC.) VEHICLE HEADLIGHTS WILL BE TURNED ON.

13. DRIVERS WILL DIRECT THEIR FULL ATTENTION TO THEIR ACTIONS.

14. EMPLOYEES WHOSE DUTIES REQUIRE THEM TO OPERATE A VEHICLE MUST:

    A. HAVE IN THEIR POSSESSION THE PROPER LICENSE.

    B. BE FAMILIAR WITH AND OBEY THE APPLICABLE REGULATIONS AND LAWS OF THE FEDERAL GOVERNMENT AND OF THE STATE, COUNTY AND CITY IN WHICH THE VEHICLE IS OPERATED.

    C. INSPECT VEHICLE'S EQUIPMENT AND SAFETY DEVICES BEFORE NOT OPERATE VEHICLE UNLESS IT IS IN SAFE OPERATING CONDITION.

    D. MUST SEE THAT ANY MATERIALS OR TOOLS ARE LOADED IN A SAFE MANNER AND MUST BE SECURED.

    E. COMPLY WITH POSTED SPEED LIMITS, SIGNS AND SIGNALS AND MAKE COMPLETE STOP AT ALL STOP SIGNS.

    F. EXERCISE CARE TO AVOID INJURY TO THEMSELVES OR OTHERS BY DRIVING SAFELY AND DEFENSIVELY.

    G. KEEP WINDSHIELDS AND WINDOWS CLEAR OF ICE, FROST, DIRT, ETC.

    H. WHEN OPERATING A BUS, KNOW THAT THE EMERGENCY OR REAR EXIT IS OPERATIVE AND NOT BLOCKED SO THAT EMERGENCY ESCAPE OPENING WILL ALWAYS BE ACCESSIBLE.

    I. CHECK AROUND PARKED VEHICLES FOR OBSTRUCTIONS OR HAZARDS BEFORE MOVING FORWARD OR BACKWARD.

    J. KNOW THAT VEHICLE IS PROPERLY SERVICED AND MAINTAINED.

15. EMPLOYEES WHOSE DUTIES REQUIRE THEM TO OPERATE A VEHICLE MUST NOT:

    A. DRIVE WHEN THEIR ABILITY OR ALERTNESS IS IMPAIRED BECAUSE OF FATIGUE, ILLNESS, PRESCRIPTION DRUGS OR OTHER CAUSES.

    B. ENGAGE IN UNNECESSARY CONVERSATION.

C. CARRY UNAUTHORIZED PERSONS IN VEHICLE EXCEPT IN CASE OF EMERGENCY.

D. FOLLOW ANOTHER VEHICLE CLOSER THAN 1 CAR LENGTH FOR EACH 10 MPH (3 CAR LENGTHS FOR EACH 10 MPH IF ROADWAY IS WET OR COVERED W/ ICE OR SNOW).

E. OPERATE VEHICLE DOWN GRADE WITH GEARS IN NEUTRAL OR CLUTCH DISENGAGED.

F. CARRYING GASOLINE OR OTHER FLAMMABLE ITEMS IN THE TRUNK OF AUTOMOBILES IS PROHIBITED.

G. LEAVE VEHICLE UNATTENDED (NO PERSON IN DRIVER'S SEAT) WITH ENGINE RUNNING, UNLESS NECESSARY FOR VEHICLE TO ACCOMPLISH ITS DESIGNED FUNCTION, AND THEN DRIVER MUST SECURE VEHICLE BY TESTING AND APPLYING HAND BRAKE. IN ADDITION, THE WHEELS SHOULD BE BLOCKED TO INSURE THAT VEHICLE WILL NOT MOVE.

16. WHEN WORKING WITH AN UNATTENDED VEHICLE WHOSE MOTOR IS RUNNING, EMPLOYEES MUST NOT PLACE ANY PART OF THEIR BODY IN A POSITION IN WHICH IT COULD BE STRUCK OR PINNED UNLESS THE VEHICLE IS SECURED BY APPLYING THE HAND BRAKE AND BLOCKING THE WHEELS TO PREVENT MOVEMENT.

17. VEHICLE WILL BE EQUIPPED WITH AN APPROVED FIRST AID KIT.

18. AN APPROVED FIRE EXTINGUISHER WILL BE KEPT IN ALL VEHICLES.

19. WHEN NECESSARY TO CARRY A RESERVE GASOLINE SUPPLY, AN APPROVED CONTAINER MUST BE USED.

20. VEHICLES MUST NOT BE DRIVEN WITH TAILGATE IN SUCH POSITION THAT IT OBSCURES THE VIEWOF REAR LIGHTS.

21. WHEN PARKING ON A GRADE, THE ENGINE MUST BE SHUT OFF, EMERGENCY BRAKE SET AND WHEELS TURNED TOWARD THE SIDE OF THE ROAD OR CURB ON WHICH IT IS PARKED TO PREVENT VEHICLE FROM ROLLING.

22. IF VEHICLE IS DISABLE AND IT IS NECESSARY TO STOP ON HIGHWAY PAVEMENT OR SHOULDER, WARNING SIGNALS MUST BE PLACED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.

23. ALL VEHICLES DASH MUST BE KEPT CLEAR. MATERIAL MUST NOT BE PLACED IN VEHICLE SO AS TO INTERFERE WITH THE DRIVER'S ABILITY TO OPERATE THE VEHICLE SAFELY.

24. EXCESSIVE DIMENSION LOADS MUST BE PROTECTED BY DISPLAYING A RED FLAG BY DAY AND A RED LIGHT BY NIGHT AT THE REAR END OF THE LOAD.

25. GETTING ON OR OFF VEHICLE WHILE IN MOTION EXCEPT IN CASE OF EMERGENCY IS PROHIBITED.

26. OCCUPANTS OF VEHICLES MUST USE SEAT BELTS AT ALL TIMES WHEN PROVIDED.

27. EMPLOYEES MUST NOT RIDE IN THE BED OF ANY TYPE TRUCK (DUMP, ETC.).

28. EMPLOYEES MUST NOT PLACE ANY PART OF THEIR BODY UNDER A VEHICLE SUPPORTED ONLY BY A JACK. THE ENGINE MUST BE STOPPED. THE VEHICLE MUST BE PROPERLY BLOCKED AND SUPPORTED BY JACK STANDS THAT WILL NOT ALLOW THE VEHICLE TO FALL ON ANY PART OF A PERSON.

29. VEHICLE MUST NOT BE FUELED WITH MOTOR RUNNING. NOZZLE OF FUEL HOSE MUST BE KEPT IN CONTACT WITH THE FILL PIPE OF TANK DURING FUELING. SMOKING, OR THE PRESENCE OF OPEN FLAMES OF ANY TYPE, IS NOT PERMITTED DURING FUELING OPERATION.

30. ANY MECHANICAL, BODY DEFECT, OR IRREGULARITY, INCLUDING BROKEN OR CRACKED GLASS, SHOULD BE CORRECTED OR PROMPTLY REPORTED TO PROPER AUTHORITY.

31. ALL ROAD AND STREET MAINTENANCE EQUIPMENT / VEHICLES ARE TO BE EQUIPPED WITH ADEQUATE VISIBLE FLASHING OR ROTATING AMBER LIGHTS

AND MUST BE IN OPERATION WHEN SUCH EQUIPMENT / VEHICLES ARE OPERATING IN TRAFFIC AREAS.

32. ALL SLOW MOVING VEHICLES / EQUIPMENT AND OTHER MACHINERY DESIGNED FOR USE AT SPEEDS LESS THAN 25 MPH OPERATING IN TRAFFIC AREAS ARE TO BE EQUIPPED WITH A "SLOW MOVING" VEHICLE EMBLEM.

TRACTORS / TRAILERS:

33. ONLY QUALIFIED AND AUTHORIZED EMPLOYEES ARE PERMITTED TO OPERATE TRUCKS OR TRACTORS. GETTING ON OR OFF A MOVING MOTOR VEHICLE IS PROHIBITED. TEST BRAKES AND WARNING SIGNAL EACH DAY BEFORE STARTING TO USE TRUCKS OR TRACTORS. IF EITHER IS FOUND INOPERATIVE, DO NOT USE, BUT REPORT TO SUPERVISOR IMMEDIATELY.

34. EMPLOYEES MUST USE CARE IN COUPLING AND UNCOUPLING TRUCKS, TRACTORS AND TRAILERS AND MUST NOT RIDE ON TRAILERS OR COUPLERS.

35. ALL SAFETY GUARDS (SAFETY CHAIN, GENERAL CHAINS, LIGHTS, ETC.) MUST BE KEPT IN GOOD CONDITION AND WORKING.

36.

VEHICLE MAINTENANCE:

VEHICLES MUST BE KEPT IN A SAFE CONDITION AND PROVIDED WITH ALL NEEDED SAFETY AND EMERGENCY EQUIPMENT. ADEQUATE PRE-TRIP INSPECTIONS, IN ROUTE REPORTING OF DIFFICULTIES AND PROCEDURES FOR REPORTING AND CORRECTING MECHANICAL DEFECTS SHOULD BE INSTITUTED.

VEHICLE MONITORING:

BEGIN BY TAKING A COMPLETE INVENTORY OF ALL FLEET VEHICLES. THIS CAN BE DONE WITH A MANAGEMENT REPRESENTATIVE IN ATTENDANCE. A COMPLETE INVENTORY CAN BE AN EYE OPENING EXPERIENCE FOR MANAGEMENT, WHICH MAY NOT BE FULLY AWARE OF THE CONDITION OF ITS FLEET. SOME SAFETY PROBLEMS MAY BE OBVIOUS DURING THE INVENTORY AND BY HAVING THE MANAGEMENT REPRESENTATIVE SEE THEM PERSONALLY, THIS MAY INCREASE MANAGEMENT SUPPORT OF THE FLEET SAFETY PROGRAM.

VEHICLES SHOULD BE LISTED BY:

* TYPE * FOR INSTANCE, AUTOMOBILES, VANS, STRAIGHT TRUCKS, OR TRACTOR-TRAILERS.
* NUMBER * OF EACH TYPE.
* SIZE * FULL SIZE, INTERMEDIATE AND SUBCOMPACT AUTOMOBILES.
* LOCATION * TYPE AND NUMBER OF EACH TYPE OPERATING OUT OF EACH FACILITY.
* OWNERSHIP STATUS * OWNED, LEASED, RENTED OR BROKEN.

NEXT, COLLECT THE HISTORY OF EACH VEHICLE, INCLUDING: SAFETY FEATURES; PURCHASE OR LEASE AGREEMENT WITH ACCESSORY EQUIPMENT AND COLOR DETAILS; LIST OF DRIVERS WHO HAVE BEEN ASSIGNED TO THE VEHICLE; AND MAINTENANCE RECORDS, INCLUDING INSPECTION REPORTS AND REPAIR REQUESTS.

IF VEHICLE HISTORY RECORDS ARE DIFFICULT TO OBTAIN OR ORGANIZE, YOU MAY WANT TO SUGGEST FILING SYSTEM ADDITIONS TO THE APPROPRIATE DEPARTMENTS. THE MAINTENANCE DEPARTMENT, FOR EXAMPLE, MIGHT BE FILING SERVICE REPORTS IN SEQUENCE USING THE NUMBERS ON THE REPORTS. THIS CAN COMPLICATE YOUR RECORD KEEPING AND ACCIDENT ANALYSIS EFFORTS. IN SUCH CASES, YOU MIGHT EXPLAIN YOUR PROBLEM TO THE DEPARTMENT MANAGER AND REQUEST THAT A COPY OF THE SERVICE REPORT IS FILED BY VEHICLE IDENTIFICATION NUMBER.

VEHICLE SAFETY CHECKS:

DAILY:

1. CLEAN WINDSHIELD, WINDOWS, HEADLIGHTS, TAILLIGHTS AND TURN SIGNALS. THEY GET DIRTY EVEN IN GOOD WEATHER. DIRTY HEADLIGHTS CAN DECREASE VISIBILITY BY 50% OR MORE.

2. TO REDUCE DANGER OF SLIPPING, REMOVE OIL, GREASE OR MUD FROM THE HANDRAILS, HANDHOLDS, STEPS OR FLOOR OF VEHICLE.

3. TEST VEHICLE HAND AND FOOT BRAKES DAILY AT THE BEGINNING OF EACH WORK SHIFT. CHECK TO MAKE CERTAIN THE VEHICLE DOES NOT PULL TO ONE SIDE WHEN THE BRAKES ARE APPLIED. TEST THE HOLDING POWER OF THE PARKING BRAKE. IMPROPERLY ADJUSTED BRAKES CAN CAUSE A DRIVER TO LOSE CONTROL.

4. THE HORN SHOULD BE CHECKED TO SEE THAT IT IS IN PROPER WORKING ORDER.

5. SEE THAT THE WINDSHIELD WIPER IS WORKING PROPERLY AND BE SURE THAT THE RUBBER BLADE IS IN GOOD CONDITION TO ENSURE GOOD VISIBILITY IN WET WEATHER.

6. CHECK BOTH HIGH / LOW BEAM HEADLIGHTS AND MAKE CERTAIN THE PARKING AND REAR LIGHTS ARE IN PROPER WORKING ORDER.

7. TEST THE BRAKE LIGHTS BY HAVING SOMEONE ELSE APPLY THE BRAKES.

8. CHECK TURN LIGHTS.

WEEKLY:

1. CHECK TIRES FOR PROPER INFLATION AND TREAD WEAR. WATCH FOR GOUGES. CHECK TIRES FOR UNEVEN WEAR.

2. BE SURE THAT THE STEERING WHEEL CANNOT MOVE MORE THAN 2" WITHOUT MOVING THE WHEELS. WHILE DRIVING, CHECK FOR "SHIMMY" WHICH CAN BE CAUSED BY WORN PARTS, A SOFT TIRE OR UNBALANCED WHEELS.

3. HAVE THE MUFFLER CHECKS OFTEN TO MAKE CERTAIN IT HAS NO LEAKS. CARBON MONOXIDE IS A LETHAL GAS.

SEMI-ANNUALLY:

1. HAVE A MECHANIC INSPECT THE VEHICLE SPRINGS AND SHOCK ABSORBERS EACH TIME YOU TAKE THE VEHICLE IN FOR A TUNE-UP OR REPAIRS.

MAINTENANCE MONITORING:

A GOOD MAINTENANCE PROGRAM CAN MORE THAN PAY FOR ITSELF. FUEL SAVINGS IS JUST ONE BENEFIT OF AN EFFECTIVE FLEET MAINTENANCE PROGRAM. OTHER BENEFITS INCLUDE: FEWER ACCIDENTS CAUSED BY EQUIPMENT FAILURES OR MALFUNCTIONS, LOWER REPAIR COSTS, LESS DOWNTIME, HIGHER RESALE VALUES AND INCREASED PRODUCTIVITY.

MAINTENANCE PROGRAMS ARE DIRECTED TO PREVENT MECHANICAL PROBLEMS, MAJOR REPAIRS AND ACCIDENTS CAUSED BY EQUIPMENT FAILURES OR MALFUNCTIONS. THERE ARE MANY PUBLICATIONS DIRECTED TO SCHEDULED MAINTENANCE PROGRAMS FOR SPECIFIC KINDS OF FLEET VEHICLES. BUT THESE PUBLICATIONS AND THE ADVICE OF PROFESSIONAL FLEET ADMINISTRATION ORGANIZATIONS, CAN ONLY HELP IF THERE IS A MUNICIPALITY WIDE COMMITMENT TO COMPLY WITH THE PROGRAM. BREAKDOWNS AND ACCIDENTS ARE SIGNALS THAT SOME PART OF THE SCHEDULED MAINTENANCE SYSTEM MAY BE MALFUNCTIONING. THE PROBLEM MAY BE MAINTENANCE INEFFICIENCY OR DRIVER ERROR. MAINTENANCE FACILITY MONITORING:

PURCHASING RECORDS CAN INDICATE WHICH PARTS AND SUPPLIES GIVE THE BEST AND SAFEST PERFORMANCE. TIRE PERFORMANCE, FOR INSTANCE, IS EASY TO TRACK THROUGH REPLACEMENT RECORDS. AS YOUR FLEET SAFETY PROGRAM BECOMES MORE SOPHISTICATED, YOU MAY WANT TO ANALYZE PART PERFORMANCE.

SAFETY AND MAINTENANCE CANNOT BE SEPARATED. THE VEHICLE THAT RUNS WELL ALSO RUNS SAFER. THE DRIVER WHO IS CONSCIENTIOUS ABOUT VEHICLE INSPECTIONS AND MAINTENANCE SCHEDULES IS MORE LIKELY TO BE A CONSCIENTIOUS AND SAFE DRIVER.

REGULAR MEETING DATED FEBRUARY 5, 2002

TIRE DAMAGE CAN BE CAUSED BY:

* OPERATING WITH FLAT OR UNDER OR OVER INFLATED TIRES.
* DRIVING OVER CURBS OR OBJECTS OR INTO POTHOLES.
* RUBBING TIRES AGAINST CURBS WHEN PARKING.
* UNNECESSARY SPINNING OF TIRES ON WET OR FROZEN SURFACES.
* RAPID ACCELERATION

EQUIPMENT DAMAGE CAN BE CAUSED BY TAMPERING:

* OVERRIDING GOVERNORS
* MODIFYING THE ENGINE

LACK OF MAINTENANCE RESPONSIBILITY IS OBVIOUS WHEN THE DRIVER:

* OPERATES VEHICLE WHEN IT NEEDS REPAIR.
* DOES NOT REPORT DEFECTS AND NEEDED REPAIRS.
* DOES NOT PROPERLY INSPECT THE VEHICLE.
* DOES NOT RECOGNIZE SIGNS OF AN IN ROUTE PROBLEM.

SAFETY RULES FOR HANDLING AND STORAGE COMPRESSED GAS CYLINDERS

1. HANDLING COMPRESSED GAS CYLINDERS IS A TWO-MAN JOB.
2. ALWAYS CONSIDER EACH CYLINDER AS FULL AND HANDLE IT ACCORDINGLY.
3. WHEN HANDLING OXYGEN CYLINDERS WITH GLOVES, BE SURE GLOVES ARE COMPLETELY FREE FROM OIL AND GREASE.
4. ALWAYS KEEP ACETYLENE CYLINDERS IN AN UPRIGHT POSITION.
5. WHEN CYLINDERS ARE BEING TRANSPORTED, BLOCK OR TIE THEM SECURELY IN AN UPRIGHT POSITION.
6. LIFT, RATHER THAN SLIDE, EACH CYLINDER FROM A TRUCK. AVOID BUMPING THE VALVE PROTECTING CAP.
7. USE A CRADLE OR HOLDER WHEN LIFTING CYLINDERS WITH A CRANE. NEVER USE A MAGNET.
8. IT IS DANGEROUS TO ROLL CYLINDERS USE A CARRIER.
9. NEVER USE CYLINDERS AS ROLLERS FOR MOVING HEAVY MATERIAL.
10. STORE CYLINDERS SECURELY SO THAT CAN'T FALL OVER OR BE STRUCK AND WHERE THEY CAN'T COME IN CONTACT WITH SALT, CORROSIVE CHEMICALS OR FUMES.
11. AVOID EXPOSING CYLINDERS TO HEAT OR SUN AND DO NOT PLACE THEM NEAR FLAMMABLE MATERIALS. BE SURE CYLINDERS ARE PLACED SO AS NOT TO BECOME A PART OF AN ELECTRICAL CIRCUIT.
12. SECURE CYLINDERS UPRIGHT TO A SUITABLE SUPPORT WITH A CHAIN OR OTHER HOLDER.
13. NEVER TRY TO REFILL A CYLINDER.
14. ALWAYS MARK CYLINDERS WHEN EMPTY.
15. KEEP EMPTIES AND FULLS SEPARATED.
16. KEEP THE CAP ON THE CYLINDER WHEN NOT IN USE.

WELDING, CUTTING AND BRAZING

1. WELDING AND CUTTING WILL BE DONE ONLY BY OR UNDER THE DIRECT SUPERVISION OF A QUALIFIED EMPLOYEE. THE MANUFACTURE'S SAFETY INSTRUCTIONS MUST BE FOLLOWED.

2. CLOTHING (NON-POLYESTER), SHOES AND LEATHER GLOVES THAT PROVIDE FULL BODY PROTECTION MUST BE WORN WHEN CUTTING, WELDING OR GRINDING. TORN, OILY OR GREASY CLOTHING OR GLOVES MUST NOT BE WORN. LACED HIGH TOP SHOES WITH TONGUE SIDES FASTENED TO THE SHOE AND TROUSERS WITHOUT CUFFS FASTENED OVER SHOE TOPS MUST BE WORN. WELDING SPATS OR LEGGINGS MAY BE SUBSTITUTED.

3. WELDING MATERIAL MUST BE KEPT IN AN ORDERLY CONDITION. FLAMMABLE MATERIAL AND DEBRIS MUST BE REMOVED FROM THE VICINITY BEFORE WELDING OR CUTTING IS BEGUN.

4. A DAILY INSPECTION MUST BE MADE OF ALL EQUIPMENT. LEAKY CYLINDERS, HOSES OR CONNECTIONS MUST NOT BE USED, BUT MUST BE REMOVED TO THE OPEN AIR, CLEAR OF FLAMMABLE MATERIAL OR OF ANYTHING THAT COULD CAUSE THEM TO IGNITE. THE SUPERVISOR MUST BE NOTIFIED. TESTS FOR LEAKS MUST BE MADE IN SOAPY WATER AND NOT WITH AN OPEN FLAME. ACETYLENE ODOR MUST BE TRACED AND ALL PRECAUTIONS MUST BE TAKEN AGAINST SPARKS.

5. WORN, FRAYED OR POORLY CONNECTED CABLES OR HOSES MUST NEVER BE USED. THE HOSE MUST BE DISCONNECTED FROM THE TANK BEFORE REPAIRS ARE ATTEMPTED. NEVER COVER A DEFECT IN A HOSE WITH TAPE. WELDING LEADS MUST BE INSULATED AND KEPT IN GOOD REPAIR TO AVOID DANGER FROM CONTACT WITH OTHER LEADS OF CONDUCTORS.

6. WHEN REPAIRS ARE BEING MADE TO OXYGEN OR FLAMMABLE GAS PIPELINE AND WHEN IT IS NECESSARY TO CLOSE THE SUPPLY VALVE, A PROTECTIVE TAG MUST BE ATTACHED TO THE VALVE. WHEN THE WORK IS FINISHED, THE TAG MAY BE REMOVED.

7. EMPLOYEES MUST NOT ATTEMPT TO REPAIRVALVES, REGULATORS AND CYLINDERS OR TAMPER WITH THEM. REGULATORS AND PRESSURE GAUGES ARE TO BE USED ONLY ON CYLINDERS FOR WHICH THEY ARE DESIGNED.

8. EACH SET OF PORTABLE OXYACETYLENE WELDING OR CUTTING EQUIPMENT MUST BE EQUIPPED WITH A FIRE EXTINGUISHER, UNLESS A FIRE EXTINGUISHER IS LOCATED WITHIN 50' OF WHERE THE EQUIPMENT IS BEING USED. IN CASE OF FIRE AND AROUND GAS WELDING OR CUTTING EQUIPMENT, CYLINDER OR STATION VALVES MUST IMMEDIATELY BE CLOSED.

9. WHEN WELDING, CUTTING OR HEATING, APPROPRIATE FIRE PROTECTION, SUCH AS FIRE EXTINGUISHER, WATER, SAND OR DIRT MUST BE READILY AVAILABLE.

10. WELDING, CUTTING OR HEATING MUST NOT BE PERFORMED IN OR ON ANY CONFINED PLACE WITHOUT SUITABLE VENTILATION TO PROTECT AGAINST EXPLOSIONS, GASES AND TOXIC FLAMES.

11. TO PROTECT AGAINST FIRE OR EXPLOSION, NEVER ENTER A CONFINED SPACE WITH A LIGHTED TORCH, OR ATTEMPT TO LIGHT A TORCH OR STRIKE AN ARC IN ANY AREA WHERE THE ODORS OF ACETYLENE OR OTHER GASEOUS VAPORS ARE DETECTED. HOSES OF SUFFICIENT LENGTH MUST BE USED TO PREVENT TAKING FLAMMABLE GAS CYLINDERS INTO CONFINED SPACES.

12. BEFORE ENTERING A CLOSED PLACE TO DO ANY FLAMMABLE GAS WELDING OR CUTTING, MAKE SURE THERE ARE NO LEAKS IN THE EQUIPMENT.

13. AN AIRLINE RESPIRATOR AND A SAFETY HARNESS WITH LIFT LINE SHALL BE USED BY AN EMPLOYEE CUTTING, WELDING OR HEATING INSIDE A CONFINED PLACE. ANOTHER EMPLOYEE SHALL BE PRESENT FOR RESCUE PURPOSES AND AT ALL TIMES MUST BE ABLE TO SEE THE EMPLOYEE WITHIN THE CONFINED SPACE.

14. WELDING, BRAZING, SOLDERING OR APPLYING HEAT OF ANY KIND TO A CONTAINER USED FOR TRANSPORTING FLAMMABLE MATERIAL MUST NOT BE DONE BEFORE THE CONTAINER HAS BEEN THROUGHLY DRAINED, WASHED AND STEAM CLEANED. A DIESEL FUEL TANK MUST BE FILLED WITH HOT WATER AND ALLOWED TO OVERFLOW FOR A MINIMUM OF FIVE MINUTES, ALL DRAIN PLUGS MUST THEN BE REMOVED AND THE TANK MUST BE FLUSHED WITH STEAM FOR 16 CONTINUOUS HOURS.

15. A RUBBER STEAM HOSE MUST NOT BE PLACED INSIDE THE TANK WHEN STEAMING A DIESEL FUEL TANK.

16. BEFORE CUTTING OR WELDING BEGINS, DIESEL FUEL TANKS MUST BE CHECKED WITH A SNIFFER.

17. WELDING OR CUTTING MUST NOT BE DONE IN THE PRESENCE OF FLAMMABLE GASES OR VAPORS.

18. CLOSED VESSELS USED FOR NONFLAMMABLE SUBSTANCES MUST BE TREATED WITH SPECIAL PRECAUTION. PIPE OR HOLLOW FORGING OR ANY FORGING OR CASTING CORED IN THE CORED IN THE CENTER AND SOLID ON ENDS, MUST NOT BE WELDED, UNLESS AN AIR HOLE IS PROVIDED FOR GAS TO ESCAPE AND TO PREVENT AN EXPLOSION.

19. TORCHES MUST NEVER BE OPERATED AT PRESSURE IN EXCESS OF THE PRESCRIBED MAXIMUM AND SHOULD NEVER BE USED NEAR BATTERIES.

20. THE PRESSURE OF ACETYLENE IN A HOSE OR PIPELINE MUST NOT EXCEED 15 LBS. PER SQUARE INCH.

21. OILY OR GREASY SUBSTANCES MUST BE KEPT AWAY FROM CYLINDERS, VALVES, COUPLINGS, REGULATORS, HOSES AND TORCHES. OIL BASED PIPE JOINT COMPOUNDS MUST NOT BE USED ON GAS LINE CONNECTIONS. OILY OR GREASY FLOOR OR GROUND AREAS MUST BE PROTECTED FROM SLAG BY A LAYER OF SAND, METAL PLATE OR OTHER SUITABLE MATERIAL.

22. WHEN IN USE, HOSE OR CABLE MUST NOT BE THROWN OVER ANY PART OF THE BODY. THEY MUST NOT BE PULLED OVER ANYTHING THAT COULD CUT OR OTHERWISE DAMAGE THEM AND THEY MUST NOT RUN OVER BY TRACTORS, TRUCKS, WHEELBARROWS OR OTHER VEHICLES OR EQUIPMENT OR HEAVY PORTABLE TOOLS. WHEN NOT IN USE, THEY MUST BE COILED AND PLACED IN DESIGNATED LOCATIONS. CAPS MUST BE REPLACED SECURELY ON FITTINGS OF EXTENSION LINES.

23. OXYGEN MUST NOT BE USED AS A SUBSTITUTE FOR COMPRESSED AIR.

24. BEFORE A TORCH OR BLOWPIPE MAY BE IGNITED, THE HOSE AND MUST BE PURGED BY OPENING AND THEN CLOSING, INDIVIDUALLY, THE ACETYLENE VALVE AND THE OXYGEN VALVE TO MAKE SURE THE HOSE AND THE TORCH TIP ARE CLEAR OF ANY OBSTRUCTION. NEXT, THE ACETYLENE VALVE MUST BE OPENED TO THE PROPER PRESSURE AND THE TORCH MUST BE LIGHTED WITH A FLINT OR BLOWPIPE LIGHT. A MATCH OR OTHER OPEN FLAME MUST NOT BE USED FOR THIS PURPOSE.

25. THE TORCH MUST BE HELD DOWNWARD AND AWAY FROM OTHER EMPLOYEES. AFTER THE TORCH HAS BEEN LITE, THE OXYGEN VALVE MAY BE OPENED AND ADJUSTED TO THE PROPER FLAME.

26. A LIGHTED TORCH MUST NOT BE LAID DOWN UNLESS IT IS PLACED IN AN APPROVED TYPE HOLDER, AND IT MUST NOT BE PASSED FROM ONE EMPLOYEE TO ANOTHER, OR KEPT IN HAND WHEN CLIMBING. IT MUST BE KEPT WITHIN THE OPERATOR'S RANGE OF VISION AT ALL TIMES.

27. EMPLOYEES MUST NOT USE THE TOP OF CYLINDERS OR REGULATORS AS A HANGER OR RECEPTACLE FOR CLOTHES, TOOLS OR OTHER OBJECTS.

28. TO EXTINGUISH A TORCH, FIRST, CLOSE THE ACETYLENE VALVE; THEN CLOSE THE OXYGEN VALVE.

29. THE PRESCRIBED WRENCH MUST BE USED ON OXYGEN OR ACETYLENE CYLINDER VALVES.

30. WHEN NOT IN USE, CUTTING AND WELDING TORCHES MUST HAVE THE SUPPLY SOURCE, THE CONTROL VALVES SECURELY CLOSED, AND THE PRESSURE RELEASED ON THE REGULATOR VALVES. WHILE ATTACHED TO TANKS, THEY MUST NOT BE LEFT IN AN ENCLOSED PLACE.

31. OXYGEN AND ACETYLENE CUTTING AND WELDING SYSTEMS MUST HAVE REVERSE FLOW CHECK VALVES INSTALLED BETWEEN THE HOSE AND TORCH FITTINGS AND BETWEEN THE HOSE AND REGULATORS.

32. OXYGEN AND ACETYLENE HOSES SUBJECTED TO A SUSTAINED BACKFIRE MUST BE REMOVED FROM SERVICE.

33. TO PREVENT FLASHBACKS, CUTTING AND WELDING TOPS MUST BE KEPT UNCLOGGED WITH STANDARD CLEANERS OR SMOOTH CLEAN WIRE, AND

THE CUTTING AND WELDING TOPS MUST NOT BE ALLOWED TO CONTACT MOLTEN METAL.

34. IN CASE OF FLASHBACK, CLOSE THE OXYGEN VALVE AT ONCE; THEN, CLOSE THE FLAMMABLE GAS VALVE, IF NECESSARY.

35. BEFORE ATTACHING REGULATORS, CYLINDER VALVES MUST BE OPENED SLIGHTLY TO REMOVE DUST OR DIRT. BEFORE DISCONNECTING A REGULATOR FROM A CYLINDER, THE PRESSURE ADJUSTING HANDLE MUST BE RELEASED BY TURNING IT TO THE LEFT. WHEN NECESSARY TO PLACE A REGULATOR ON THE GROUND OR FLOOR, THE CONNECTIONS MUST BE KEPT FREE OF FOREIGN MATTER.

36. PRESSURE ADJUSTING SCREWS ON REGULATORS MUST BE RELEASED FULLY BEFORE THEY ARE ATTACHED TO CYLINDERS AND THE CYLINDER VALVES ARE OPENED. THE VALVES MUST BE OPENED SLOWLY TO PREVENT DIAPHRAGM RUPTURE, AND THE OPERATOR MUST STAND TO ONE SIDE. IF IT IS NECESSARY TO TURN THE SCREWS AS FAR AS THEY WILL GO TO OBTAIN THE DESIRED PRESSURE, THE REGULATOR MUST BE SENT IN FOR REPAIRS.

37. ALL CONNECTIONS MUST FIT TIGHTLY, BUT THEY MUST NOT BE FORCED OR LUBRICATED.

38. CYLINDER VALVES MUST BE CLOSED WHEN THE WORK IS FINISHED, WHEN CYLINDERS ARE BEING MOVED, AND WHEN CYLINDERS ARE EMPTY.

39. WHEN REGULATORS ARE REMOVED FROM CYLINDERS, PROTECTIVE CAPS MUST BE APPLIED TO THE OUTLET FITTINGS.

40. VENTILATION MUST BE PROVIDED WHEN A FLAMMABLE GAS HOSE IS REMOVED FROM EQUIPMENT AND STORED.

41. THE VALVE KEY MUST NOT BE REMOVED FROM ACETYLENE CYLINDERS WHILE THE CYLINDERS ARE IN USE. WHEN CHANGING OR ADJUSTING THE PRESSURE ON REGULATORS, TORCH VALVES MUST BE OPEN.

42. WHEN NECESSARY TO THAW CYLINDERS, WARM WATER MUST BE USED.

43. WHEN USING WATER TO COOL A HOT CUTTING OR WELDING TORCH, THE WATER MUST BE IN AN OPEN BUCKET OR OTHER TYPE OF OPEN TOP CONTAINER, FREE OF OIL OR GREASE; IT IS PROHIBITED TO USE A BUCKET OR CAN THAT HAS CONTAINED ANY FLAMMABLE SUBSTANCE.

44. MIXING OF OXYGEN AND ACETYLENE OR OTHER GASES IN A CYLINDER, OR ATTEMPTING TO REFILL OXYGEN OR GAS CYLINDERS, IS PROHIBITED.

45. COMPRESSED GAS CYLINDERS MUST BE STORED IN A WELL-VENTILATED LOCATION AT LEAST 20 FEET AWAY FROM HIGHLY COMBUSTIBLE MATERIALS, INCLUDING GREASE AND OIL, STOVES OR OTHER SOURCES OF HEAT. OXYGEN CYLINDERS MUST BE SEPARATED FROM FLAMMABLE GAS CYLINDERS BY A DISTANCE OF AT LEAST 20 FEET OR BY A NON-COMBUSTIBLE PARTITION AT LEAST FIVE FEET HIGH, HAVING A FIRE RESISTANCE RATING OF AT LEAST ½ HOUR. ACETYLENE, LP GAS AND LIQUID OXYGEN CYLINDERS SHOULD BE STORED, TRANSPORTED AND USED IN VERTICAL POSITION. OPEN LIGHTS AND FIRES MUST BE KEPT AWAY FROM CYLINDERS AT ALL TIMES.

46. COMPRESSED GAS CYLINDERS, EITHER LOADED OR EMPTY, MUST BE HANDLED CAREFULLY. A PROPER CRADLE MUST BE USED IF CYLINDERS ARE TO BE LIFTED OR TRANSPORTED BY HOISTING EQUIPMENT. DO NOT DROP OR PERMIT THEM TO STRIKE OTHER CYLINDERS, OR SUBJECT THEM TO ANY GREAT SHOCK OR CONCUSSION. CYLINDERS MUST BE SECURED SO AS TO PREVENT THEIR FALLING OR BEING KNOCKED OVER. VALVE PROTECTION CAPS MUST BE KEPT IN PLACE AND TIGHT AT ALL TIMES WHEN CYLINDERS ARE NOT IN USE.

47. COMPRESSED GAS CYLINDERS WILL HAVE THE REGULATORS REMOVED AND CAPS INSTALLED WHEN TRANSPORTED ON HIGHWAYS.

48. NEVER STRIKE AN ARC ON A CYLINDER OR LAY AN OBJECT TO BE HEATED, CUT OR WELDED ACROSS A CYLINDER.

49. ELECTRODE HOLDER WITH CURRENT ON MUST NOT BE LEFT WHERE IT MAY BECOME DISLODGED AND COME IN CONTACT WITH A PERSON OR WITH A CONDUCTING OBJECT.

50. WHEN NOT IN USE, ELECTRODES MUST BE REMOVED FROM HOLDERS.

51. WHEN A WELDER MUST LEAVE ELECTRICAL EQUIPMENT UNATTENDED, THE ELECTRODE HOLDER AND LEADS MUST BE PROPERLY PLACED TO PREVENT SHORT CIRCUITS OR ELECTRICAL BURNS, AND THE WELDER POWER SUPPLY SWITCH MUST BE IN THE OFF POSITION.

52. THE SETTING OF THE POLARITY SWITCH ON A WELDING MACHINE MUST NOT BE CHANGED WHILE THE MACHINE IS OPERATING UNDER LOAD.

53. EMPLOYEES MUST ARRANGE FOR GOOD VENTILATION WHEN WELDING OR CUTTING BRASS, BRONZE, GALVANIZED IRON OR PAINTED METAL.

54. EYES MUST BE PROTECTED WITH SHIELDS AND SAFETY GLASSES.

55. OTHER EMPLOYEES SHOULD NEVER OBSERVE WELDING OR CUTTING WITHOUT PROPER EYE PROTECTION.

56. SUITABLE AREAS SHOULD BE ESTABLISHED FOR FIXED CUTTING AND WELDING OPERATIONS BASED ON THE FIRE POTENTIAL. SPECIAL PROCEDURES SHOULD BE ESTABLISHED FOR WELDING AND CUTTING IN HIGH HAZARD LOCATIONS. PREFERABLY, CUTTING OR WELDING SHOULD BE DONE IN AN AREA WITHOUT SURROUNDING COMBUSTIBLE MATERIALS. IF COMBUSTIBLES IN THE IMMEDIATE VICINITY ARE UNAVOIDABLE, GUARDS SHOULD BE USED TO CONTAIN THE HEAT AND SPARKS. SUITABLE FIRE EXTINGUISHING EQUIPMENT (PAILS OF WATER, BUCKETS OF SAND, A HOSE, OR A PORTABLE EXTINGUISHER) MUST BE MAINTAINED FOR INSTANT USE. FIRE WATCH SHOULD BE MAINTAINED FOR AT LEAST ½ HOUR AFTER WELDING / CUTTING IN HAZARDOUS AREAS.

57. TORCH CUTTER AND WELDERS MUST BE TRAINED IN THE SAFE OPERATION OF THEIR EQUIPMENT. PRINTED RULES AND INSTRUCTION (SUPPLIED BY THE MANUFACTURES) COVERING OPERATIONS OF EQUIPMENT SHOULD BE STRICTLY ENFORCED. NO WELDING, CUTTING OR OTHER HOT WORK SHOULD BE PERFORMED ON USED DRUMS, BARRELS, TANKS OR OTHER CONTAINERS UNTIL THEY HAVE BEEN CLEANED SO THROUGHLY THAT IT IS ABSOLUTELY CERTAIN THERE IS NO TRACE OF FLAMMABLE MATERIALS OR SUBSTANCES WHICH, WHEN SUBJECTED TO HEAT, MIGHT PRODUCE AN EXPLOSION.

58. THE ATMOSPHERE IN THE WELDING AREA MUST BE FREE OF FLAMMABLE GASES, LIQUIDS AND VAPORS.

59. GOGGLES OR OTHER SUITABLE PROTECTION MUST BE USED DURING WELDING OR CUTTING OPERATIONS AS PROTECTION AGAINST RADIATION PRODUCED BY THE ARC AND AGAINST SPARKS AND DEBRIS.

NOTE: AVOID PROLONG EYE EXPOSURE TO WELDING (WHETHER DONE BY YOU OR BY OTHERS NEARBY BECAUSE PROLONGED REFLECTION WILL BURN THE EYES ALTHOUGH YOU ARE WEARING THE APPROVED SMOKE COLORED COVERING OVER THE EYES.

60. EMPLOYEES ADJACENT TO THE WELDING AREA SHOULD BE PROTECTED FROM ULTRAVIOLET RAYS BY NON-COMBUSTIBLE OR FLAME RESISTANT SCREENS OR SHIELDS OR THEY MUST BE REQUIRED TO WEAR APPROPRIATE EYE PROTECTION.

61. EMPLOYEES EXPOSED TO HAZARDS CREATED BY CUTTING AND WELDING MUST WEAR PERSONAL PROTECTIVE EQUIPMENT. THE POTENTIAL HEALTH HAZARDS TO A WELDER OR CUTTER FROM GASES OR METAL FUMES DEPENDS ON THE TOXICITY OF THE MATERIALS INVOLVED (TYPES OF METALS, FLUXES, COATINGS, ETC.), THE DURATION AND LOCATION OF THE PROCESS AND VENTILATION.

THERE ARE SPECIFIC REQUIREMENTS CONCERNING VENTILATION AND RESPIRATORS WHEN WELDING OR CUTTING IS PERFORMED ON:

A. STAINLESS STEEL, LEAD, ZINC, BERYLLIUM.

B. METALS COATED WITH MATERIALS, SUCH AS PAINT, WHICH CONTAINS LEAD OR MERCURY.

C. FLUXES OR OTHER MATERIALS CONTAINING FLOURIDES.

GAS WELDING:

62. ALL CYLINDERS MUST BE STORED AWAY FROM RADIATORS OR OTHER SOURCES OF HEAT.

63. ALL CYLINDERS STORED INSIDE BUILDINGS MUST BE KEPT TO A MINIMUM. THEY MUST BE STORED IN PROTECTED, WEL VENTILATED, DRY LOCATIONS AT LEAST 20 FEET FROM HIGHLY COMBUSTIBLE MATERIALS AND AWAY FROM ELEVATORS, STAIRWAYS OR GANGWAYS. THEY MUST NOT BE KEPT IN UNVENTED ENCLOSURES SUCH AS LOCKERS OR CUPBOARDS.

64. VALVE PROTECTION CAPS MUST BE USED WHEN CYLINDERS ARE IN USE OR CONNECTED FOR USE.

65. STORED OXYGEN CYLINDERS MUST BE KEPT SEPARATED FROM FUEL GAS CYLINDERS OR COMBUSTIBLE MATERIALS (ESPECIALLY OIL OR GREASE) BY A MINIMUM DISTANCE OF 20 FEET OR BY A NON-COMBUSTIABLE BARRIER AT LEAST 5 FEET HIGH AND HAVING A ½ HOUR FIRE RESISTANCE RATING. A SHEET METAL PARTITION IS NOT AN ACCEPTABLE METHOD OF SEPARTING CYLINDERS.

66. ALL CYLINDER VALVES MUST BE CLOSED WHEN WORK IS FINISHED. WHERE A SPECIAL WRENCH IS REQUIRED, IT MUST BE LEFT IN POSITION ON THE STEM OF THE VALVE WHILE THE CYLINDER IS IN USE SO THAT THE FUEL GAS FLOW CAN BE QUICKLY TURNED OFF IN CASE OF AN EMERGENCY. IN THE CASE OF MANIFOLD OR COUPLED CYLINDERS, AT LEAST ONE SUCH WRENCH MUST ALWAYS BE AVAILABLE FOR IMMEDIATE USE.

67. ALL CYLINDERS MUST BE LEGIBLY MARKED TO IDENTIFY THE CONTENTS.

68. NO CYLINDER SHOULD BE PERMITTED TO STAND ALONE WITHOUT BEING SECURED WITH LASHING OR CHAIN TO PREVENT IT FROM TOPPLING OVER. ACETYLENE MUST NOT BE USED AT A PRESSURE IN EXCESS OF 15PSI GAGE OR 30 PSI (ABSOLUTE). ABOVE THIS PRESSURE, ACETYLENE MAY BECOME UNSTABLE.

69. INDOOR STORAGE OF FUEL GAS IS LIMITED TO THE TOTAL CAPICITY OF 2,000 CUBIC FEET OR 300 LBS., OF LIQUIFIED PETROLEUM GAS.

70. HOSES SHOWING SIGNS OF LEAKS, BURNS, OR WORN PLACES, WHICH MAKE THEM UNFIT FOR SERVICE, MUST BE REPLACED.

ELECTRICAL ARC WELDING:

WHENEVER ELECTRIC ARC WELDING IS DONE, IT IS REQUIRED THAT:

71. IF THE WELDING MACHINE IS WET, IT MUST BE THROUGHLY DRIED AND TESTED BEFORE IT IS USED AGAIN.

72. COILED WELDING CABLE MUST BE SPREAD OUT AND THE GROUND LEAD MUST BE FIRMLY ATTACHED TO THE WORK.

73. CABLES MUST BE INSPECTED FOR DAMAGE AND LOSS OF INSULATION AND BE REPAIRED IMMEDIATELY.

74. IF GROUND AND ELECTRODE CABLES MUST BE EXTENDED, THEY MUST ONLY BE JOINED TOGETHER WITH CONNECTORS SPECIFICALLY DESIGNED FOR THAT PURPOSE.

75. CABLES MAY NOT HAVE SPLICES WITHIN 10 FEET OF THE OPERATING ENDS, NOR MAY THE OPERATOR COIL CABLES AROUND HIS / HER BODY.

76. WELDING HELMETS MUST BE WORN BY THE OPERATOR AND HELPERS MUST WEAR EYE PROTECTION.

77. SHIELDS OR SCREENS MUST PROTECT OTHERS IN THE VINICITY FROM ARC WELDING RAYS.

78. ARC WELDERS SHOULD WEAR CLEAN, FIRE RESISTANT QAUNTLET GLOVES AND CLOTHING, WITH COLLARS AND SLEEVES BUTTONED.

79. ELECTRODE HOLDERS WHICH ARE NOT IN USE MUST BE PLACED IN AS SAFE PLACE AWAY FROM CONDUCTIVE OBJECTS.

80. THE STANDARD COLOR IS GREEN FOR OXYGEN HOSE AND RED FOR ACETYLENE HOSE. THIS DIFFERENCE IN COLORS IS INTENTIONAL, TO HELP YOU TO USE EACH ALWAYS FOR THE GAS FOR WHICH IT IS INTENDED. TO DO OTHERWISE IS TO TAKE A CHANCE OF HAVING A FIRE FLASH INSIDE THE HOSE.

81. YOUR EXPERIENCE WILL TELL YOU THAT THER'S A LIMIT ON LONG LENGTHS OF HOSE FOR BEST WELDING AND CUTTING RESULTS. WHEN HOSE IS TOO LONG, ENOUGH PRESSURE AT THE TORCH END FOR WELDINGAND CUTTING WILL REQUIRE TOO MUCH PRESSURE AT THE REGULATOR END FOR SAFETY. THE HOSE MAY BURST. KEEP HOSE AT A REASONABLE WORKING LENGTH.

82. EXAMINE HOSE CAREFULLY BEFORE USING WELDING AND CUTTING EQUIPMENT. USE SOAP SOLUTION TO CHECK FOR LEAKS. A LEAKY HOSE SHOULD BE SET ASIDE FOR PROPER REPAIR OR DISPOSAL.

83. RETURN DAMAGED OR WORN HOSE TO YOUR SUPPLIER FOR TESTING AND REPAIR, OR FOR DISPOSAL AND REPLACEMENT.

84. IF BACKFIRE OCCURS AND EXTENDS INTO THE HOSE, DAMAGE INSIDE THE HOSE WILL RESULT. RETURN THE DAMAGED LENGTH TO YOUR SUPPLIER FOR TESTING, AND FOR REPLACEMENT IF NECESSARY.

85. BRAND NEW HOSE IS DUSTED ON THE INSIDE WITH FINE TALC. THIS TALC SHOULD BE BLOWN OUT BEFORE USING NEW HOSE.

86. LIKE ALL GOOD WORKING TOOLS, OXYGEN AND ACETYLENE HOSE REQUIRES REASONABLE GOOD CARE AND HANDLING. AVOID TANGLES, KINKS, MECHANICAL ABUSE AND LOCATION OF HOSE WHERE IT CAN BE DAMAGED BY TRAFFIC OR BY OTHER CONSTRUCTION OPERATIONS. THIS WILL ASSURE A LONGER, SAFE OPERATING LIFE FOR YOUR OXYGEN AND ACETYLENE HOSE.

87. REVIEW YOUR WELDER'S MANUAL AS WELL AS INFORMATION RECEIVED FROM YOUR SUPPLIER WITH NEW HOSE. DO THIS AT REGULAR INTERVALS TO REFRESH YOUR KNOWLEDGE ON THE CARE OF OXYGEN AND ACETYLENE HOSE.

88. ALWYS USE REGULATORS OR REDUCING VALVES ON OXYGEN AND COMBUSTIVE GAS CYLINDERS. THEY MAINTAIN THE EVEN FLOW OF GASES TO THE TORCH. REGULATORS REDUCE THE PRESSURES FROM INSIDE THE CYLINDERS.

89. MAKE SURE YOUR PRESSURE REGULATORS ARE PROTECTED BY SAFETY RELIEF VALVES. WHEN ATTACHING AND ADJUSTING PRESSURE REGULATORS, STAND CLEAR SO THAT IF A SAFETY RELEASE VALVE OPENS, THE RESULTING JET OF HIGH PRESSURE GAS WILL NOT HIT YOU.

90. MAKE SURE YOUR OXYGEN REGULATORS ARE MARKED "OXYGEN-USE, NO OILS" OILY MATERIALS IGNITE SPONTANEOUS EXPLOSIVE FORCE WHEN IN CONTACT WITH OXYGEN UNDER PRESSURE.

91. ALWAYS RETURN OXYGEN PRESSURE REGULATORS TO YOUR SUPPLIER FOR TESTING, REPAIRS AND ADJUSTMENTS. THIS WORK REQUIRES A SKILLED REPAIRMAN.

92. ALWAYS USE THE SPECIAL LUBRICANTS PRESCRIBED BY YOUR SUPPLIER FOR COMPRESSIVE GAS PRESSURE REGULATORS.

93. KEEP YOUR HANDS, GLOVES AND CLOTHING CLEAN AND FREE OF OIL MATERIALS WHEN HANDLING PRESSURE REGULATORS. SEE ITEM #3 ABOVE REGARDING OXYGEN, OILY MATERIALS AND SPONTANEOUS EXPLOSION.

94. CHECK COMPRESSED GAS REGULATORS CAREFULLY BEFORE EACH USE. THEY ARE EASILY DAMAGED WHEN DROPPED, HAMMERED, STRUCK BY FALLING OBJECTS, STRUCK AGAINST OBJECTS DURING TRANSIT OR TAMPERED. THE RESULT MAY BE LEAKAGE OF GAS, OR UNEVEN FLOW OF GASES TO TORCH. IF YOU FIND SOMETHING WRONG, SEND THE REGULATOR TO YPOUR SUPPLIER FOR REPAIR OR ADJUSTMENT. ALWAYS USE SOAP SOLUTION (NOT FLAME) WHEN CHECKING FOR LEAKAGE.

95. REMEMBER THAT GAS PRESSURES INSIDE COMPRESSED GAS CYLINDERS ARE VERY HIGH COMPARED WITH WORKING PRESSURES IN YOUR WELDING TORCH. FOR THIS REASON, ADJUST A PRESSURE REGULATING VALVE TO THE "NO FLOW" POSITION BEFORE OPENING THE CYLINDER VALVE. THEN ADJUST

THE TORCH TO THE DESIRED PRESSURE. ADJUST THE PRESSURE REGULATING VALVE BACK TO THE "NO FLOW" POSITION WHILE THE TORCH IS NOT IN USE. IN THIS POSITION, THE PRESSURE REGULATOR PROVIDES PROTECTION AGAINST LEAKAGE OF GAS.

96. ALWAYS MATCH OXYGEN CYLINDER WITH AN OXYGEN PRESSURE REGULATOR AND COMBUSTIVE GAS CYLINDER WITH A COMBUSTIBLE GAS PRESSURE REGULATOR.

97. AT REGULAR INTERVALS, REVIEW YOUR WELDER'S MANUAL AS WELL AS THE OPERATING MANUALS COVERING YOUR WELDING EQUIPMENT. FOLLOW THESE INSTRUCTIONS AND YOU'LL LIVE A LONG AND SAFE LIFE.

98. IT DOESN'T TAKE MUCH OF A BLOW TO BREAK A REGULATOR OFF A CYLINDER. WHEN THIS HAPPENS TO A FAIRLY FULL CYLINDER, TROUBLE STARTS. THE CYLINDER WILL TAKE OFF LIKE A ROCKET. CYLINDERS HAVE BEEN KNOWN TO TRAVEL A QUARTER OF A MILE. THEY HAVE GONE THROUGH REINFORCED CONCRETE WALLS, SMASHED CARS, AND HAVE CAUSED ALL TYPES OF DAMAGE. IMAGE WHAT ONE WOULD DO TO A MAN.

99. IT'S NOT ONLY WHEN THE VALVE IS KNOCKED OFF THAT A CYLINDER IS DANGEROUS. BECAUSE OF THEIR NARROW BASE, GAS CYLINDERS ARE EASILY KNOCKED OVER IF NOT SECURED. THEY ROLL FREELY IF NOT BLOCKED, AND SLIDE ON SMOOTH SURFACES. ANY WAY YOU LOOK AT IT, THEY ARE PRETTY TRICKY ARTICLES TO HANDLE.

100. HANDLE EVERY CYLINDER AS IF IT WERE FULL. "I DIDN'T KNOW IT WAS LOADED" IS AS POOR OF AN EXCUSE FOR A GAS CYLINDER ACCIDENT AS IT IS FOR A GUN ACCIDENT.

101. NEVER HANDLE CYLINDERS WITH GREASY OR OILY HANDS OR GLOVES. CYLINDERS ARE HEAVY AND SMOOTH, AND YOU NEED A GOOD, FIRM GRIP.

102. SECURELY BLOCK OR TIE CYLINDERS WHEN THEY ARE TO BE TRANSPORTED. KEEP THEM STANDING UP.

103. STORE CYLINDERS SECURELY SO THEY CAN'T FALL. PUT THEM IN AN AREA WHERE THEY ARE NOT APT TO BE STRUCK AND ARE NOT EXPOSED TO SALT OR OTHER CORROSIVES.

104. DON'T SLIDE CYLINDERS OFF A TRUCK. LIFT THEM.

105. HANDLING CYLINDERS IS A TWO PERSON JOB * * * * GET HELP

106. WHEN LIFTING CYLINDERS WITH A CRANE, USE A CRADLE OR CARRIER. THEY MIGHT SLIP OUT OF A ROPE OR CHOKER.

107. AVOID EXPOSING CYLINDERS TO THE SUN OR HEAT. DON'T PLACE THEM CLOSE TO FLAMMABLE MATERIALS.

108. WHEN YOU'RE GOING TO USE A CYLINDER, AND YOU DON'T HAVE A CARRIER, TIE IT TO A COLUMN OR BLOCK OUT OF THE WAY.

109. IF WORK IS BEING DONE ABOVE CYLINDERS, PROTECT THE GAUGES WITH PLANKS OR SOME OTHER DEVICE.

110. BEAR IN MIND THAT GAS CYLINDERS CAN BE LETHAL WEAPONS IF MISHANDLED SO TREAT THEM AS YOU WOULD ANY OTHER HIGH EXPLOSIVE. ALL BOTTLES, EMPTY OR FULL, SHOULD BE SECURED OR STORED IN AN UPRIGHT POSITION ** NEVER LYING ON THE SIDE.

WHEELBARROWS

THE PROPER USE AND MAINTENANCE OF WHEELBARROWS CAN PREVENT MANY CONSTRUCTION ACCIDENTS.

1. ALWAYS PLACE THE LOAD WELL FORWARD, BALANCED WELL, AND CONFINED IN SIZE FOR SAFETY. THE LOAD SHOULD CLEAR SAFELY THROUGH OPENINGS, AISLES AND ROADWAYS. THE OPERATOR SHOULD BE ABLE TO SEE OVER AND AROUND THE LOAD TO GUIDE IT SAFELY. THE LOAD SHOULD BE SECURED, OR HELD STEADY, AGAINST SHIFTING OR FALLING.

2. WHEN PICKING UP A WHEELBARROW, SPARE YOUR BACK BY GIVING YOUR LEGS THEIR FAIR SHARE OF THE LIFTING. BEND YOUR LEGS FOR LIFTING

INSTEAD OF BENDING THE BACK. SPARE YOUR BACK AND THE WHEELBARROW BY NEVER OVERLOADING.

3. **ALWAYS PUSH OR MOVE FORWARD A LOADED WHEELBARROW. THIS IS THE WAY TO AVOID BEING RUN OVER. WARN OTHERS OUT OF THE WAY. A WALKING PACE IS SAFER THAN RUNNING.**

4. **CROSS OVER OBSTACLES AT A RIGHT ANGLE, ESPECIALLY OVER RAILS OR PLANKS WHICH MAY DIVERT THE WHEEL CAUSING THE LOAD TO SPILL OR FALL.**

5. **LIKE ALL OTHER CONSTRUCTION TOOLS AND EQUIPMENT, WHEELBARROWS SHOULD BE STORED SO THAT THEY DO NOT BECOME OBSTACLES AND SAFETY HAZARDS FOR YOURSELF AND OTHERS.**

6. **THE WHEELBARROW WHEEL OR WHEELS SHOULD BE INSPECTED AND MAINTAINED REGULARLY. MAINTAIN PROPER LUBRICATION ACCORDING TO DIRECTIONS. INSPECT TIRES FOR DAMAGE. KEEP PNEUMATIC TIRES INFLATED ACCORDING TO DIRECTIONS. KEEP ALL BOLTS AND FITTINGS TIGHT AND SECURE.**

7. **A WHEELBARROW'S HANDLES ARE FOR YOUR HANDS. REPLACE HANDLES WHICH ARE SPLIT OR SPLINTERED. USE HANDLE GUARDS TO PROTECT YOUR KNUCKLES FROM SCRAPS, CUTS AND FRACTURES.**

8. **ACCESSORY WHEELBARROW EQUIPMENT, RAILS AND RACKS FOR SECURING LOADS, SHOULD BE MAINTAINED IN TOP CONDITION FOR YOUR SAFETY.**

9. **A WHEELBARROW BY ITSELF WILL NOT HARM YOU OR ANYONE ELSE. YOU ARE RESPONSIBLE FOR HOW WELL A WHEELBARROW IS HANDLED, OPERATED, MAINTAINED AND STORED FOR SAFETY.**

10. **THE PRECAUTIONS YOU USE WITH WHEELBARROWS ARE GENERALLY THE SAME AS THE PRECAUTIONS YOU USE WITH HAND TRUCKS, DOLLIES AND OTHER MOBILE EQUIPMENT.**

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPOINT MEMBER TO THE CEMETERY COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to appoint C.R. Brown to a five-year term on the Cemetery Commission to expire in January 2007. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPOINT MEMBER TO THE LIBRARY COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to appoint Shirley Stough to a five-year term on the Library Commission to expire in January 2007. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO TABLE THE APPOINTMENTS TO THE ADVISORY PARK COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to table the appointments to the Advisory Park Commission. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO TABLE THE APPOINTMENTS TO THE VETERAN'S MEMORIAL COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to table the appointments to the Veteran's Memorial Commission. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPOINT MEMBERS TO THE CONTRACTOR'S BOARD

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to appoint the following members to the Contractor's Board for a one-year term to expire in January 2003:

Elgie Bennett	Home Builder
Tommy Anderson	Plumber
James Kinchen	Electrician
Aaron Russell	Business/Finance
Edwin Merwin	Citizen
Edward Stubbs	Citizen
James Bowie	Engineer

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO TABLE ACTION ON REPEALING THE CURFEW ORDINANCE AND ADOPTING A NEW CURFEW ORDINANCE

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to table action on repealing the Curfew Ordinance and adopting a new Curfew Ordinance. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO TABLE APPOINTMENT TO THE STRATEGIC PLANNING COMMITTEE

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to table appointment to the Strategic Planning Commission. The following roll call vote was taken:

VOTING YEA: Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: Mayor Mitchell and Councilmember Guy

The motion was declared carried.

At this time Councilmember Bounds stepped out of meeting.

CONSIDER REQUEST TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Councilmember Roberson, seconded by Councilmember Guy to advertise the resources of the City by purchasing an ad in the 2002 River Extravaganza cookbook in the amount of $ 250.00 and authorize the issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

At this time Councilmember Bounds returned to meeting.

CONSIDER REQUEST TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to advertise the resources of the City by purchasing a billboard at the Picayune High School Baseball Field in the amount of $ 300.00 and authorize the issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to advertise the resources of the City by purchasing an in the Baseball program in the amount of $ 100.00 and issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR UTILITY BORE AT HIGHWAY 43 SOUTH AND RIDGE ROAD

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the Purchasing Agent to advertise for utility bore at Highway 43 South and Ridge Road. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISISON

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to accept the minutes of the Planning Commission dated November 15, 2001. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE PLANNING COMMISSION MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of the Planning Commission minutes dated January 17, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE A PERMITTED USE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve a permitted use for an automatic car wash located at 101 North Beech Street in a C-1 zone. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPLY FOR A BULLETPROOF VEST PARTNERSHIP GRANT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Director of Community Development to apply for a Bulletproof Vest Partnership Grant in the amount of $5,000 and the city match of $2,500. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO DESIGNATE THE USER ACCESS TEAM FOR THE PICAYUNE INTERMODEL TRANSPORTATION CENTER

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to designate the following as the User Access Team for the Picayune Intermodel Transportation Center as required by the Federal Transit Administration:

Certified Designated Official	Mayor Greg Mitchell
Certified Lawyer	Nathan Farmer
Submit Application	Barbara McGrew
Alternate Application	Reginald Oliver

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds
VOTING NAY: None

The motion was declared carried.

CONSIDER SOLE SOURCE PURCHASE

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the sole source purchase of Fingerprint Software and support for the software from Sirchie Finger Print Labs in the amount of $3,995.00 for this product. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy

and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #3 WITH TALLEY CONTRACTING, INC.

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to approve change order #3 with Talley Contracting, Inc. to extend contract time by 43 days. There is no change in the contract amount. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPOINT MEMBER TO STRATEGIC PLANNING COMMITTEE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to appoint City Manager J. P. Burns, Jr., to the Strategic Planning Committee. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Guy and Bounds

VOTING NAY: Councilmembers Roberson and Watts

The motion was declared carried.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to enter executive session to discuss a personnel matter, a matter of ongoing litigation and a matter of potential litigation. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a personnel matter, a matter of ongoing litigation and a matter of potential litigation.

RETURN TO REGULAR SESSION

At the conclusion of the executive session, upon motion of Councilmember Guy, seconded by Councilmember Bounds, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed a personnel matter, a matter of ongoing litigation and a matter of potential litigation and took no action.

ORDER TO DECLARE WORK ON COUNTRY CLUB DRIVE AN EMERGENCY DUE TO PUBLIC SAFETY

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to declare work on Country Club Drive an emergency due to public safety and authorize the city crews to start work on this project immediately. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

ORDER TO AUTHORIZE ATTORNEYS TO REQUEST DISMISSAL OF LAWSUIT

Motion was made by Councilmember Bounds, seconded by Councilmember Parker to authorize the attorneys to make motion to terminate with or without prejudice the pending litigation between the City of Picayune and Lower Pearl River Valley Foundation. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Guy and Bounds

VOTING NAY: Councilmembers Roberson and Watts

The motion was declared carried.

ORDER TO AUTHORIZE ATTORNEY TO RETURN ALL DOCUMENTS FROM LAWSUIT

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, to authorize Mr. Gerald Cruthird to return to the City of Picayune all documents pertaining to the City of Picayune and Lower Pearl River Valley Foundation. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED FEBRUARY 5, 2002

ORDER TO RECESS

Motion was made by Councilmember Bounds, seconded by Councilmember Parker to recess until 7:00 p.m. on Thursday, February 7, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

February 7, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Thursday, February 7, 2002, at 7:00 p.m. in recessed meeting session with the following officials present: Councilmembers Lucian Roberson, Donald Parker, Mayor Pro Tempore Leavern Guy, and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Lt. Tom Milar.

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

Opening Prayer was given by Rev. Donald Parker, followed by the Pledge of Allegiance led by Councilmember Watts.

ORDER TO EXIT REGULAR SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Councilmember Parker, seconded by Councilmember Bounds, to exit regular session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Pro Tempore Guy, Councilmembers Parker and Bounds

VOTING NAY: Councilmembers Roberson and Watts

The motion did not pass.

CONSIDER REQUEST TO HEAR COMMENTS FROM AUDIENCE

Motion was made by Councilmember Roberson, seconded by Councilmember Watts to hear from the audience prior to entering executive session. The following roll call vote was taken:

VOTING YEA: Councilmembers Roberson and Watts

VOTING NAY: Mayor Pro Tempore Guy, Councilmembers Parker and Bounds

The motion did not pass.

IN THE MATTER OF COMMENTS FROM THE AUDIENCE

Mr. John Pigott requested that the council reconsider their action of February 5, 2002 dismissing the lawsuit between the City of Picayune and Lower Pearl River Valley Foundation. Mr. Pigott also informed the council that the attorneys would work on a contingency basis. After a brief discussion, motion was made by Councilmember Roberson, seconded by Councilmember Watts to rescind the motion of February 5, 2002 dismissing the lawsuit between the City of Picayune and Lower Pearl River Valley Foundation. The following roll call vote was taken:

VOTING YEA: Councilmembers Roberson and Watts

VOTING NAY: Mayor Pro Tempore Guy, Councilmembers Parker and Bounds

The motion did not pass.

ORDER TO EXIT REGULAR SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Councilmember Roberson to exit regular session to determine the need for an executive session, then withdrew his motion.

ORDER TO EXIT REGULAR SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to exit regular session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Pro Tempore Guy, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter executive session to discuss a personnel matter. The following roll call vote was taken:

VOTING YEA: Mayor Pro Tempore Guy, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor Pro Tempore reopened the meeting to publicly announce that the Council would enter executive session to discuss a personnel matter.

RETURN TO REGULAR SESSION

At the conclusion of the executive session, upon motion of Councilmember Bounds, seconded by Councilmember Parker, and unanimously carried, the Mayor Pro Tempore reopened the meeting. The Mayor Pro Tempore stated that while in executive session the Council discussed a personnel matter and took no action.

ORDER TO RECESS

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to recess until 6:00 p.m. on Tuesday, February 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Pro Tempore Guy, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

RECESSED MEETING DATED FEBRUARY 7, 2002

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

February 14, 2002

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 in a special called meeting at the Criminal Justice Center in said City, Thursday, February 14, 2002, at 6:00 p.m. with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Leavern Guy and Jerry Bounds and City Manager J.P. Burns, Jr.

The call for this special meeting was as follows:

CALL FOR SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE

TO: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy and Jerry Bounds

Notice is hereby given that a Special Meeting of the Mayor and City Council of the City of Picayune, Mississippi, is hereby called and will be held at the Criminal Justice Center, 328 South Main Street, at 6:00 p.m. on Thursday, the 14th day of February 2002. The purpose of the meeting is to interview applicants for the City Clerk position.

February 8, 2002	/s/ J.P. Burns, Jr.
Date	J.P. Burns, Jr.

A POLICE OFFICER OF THE CITY OF PICAYUNE, MISSISSIPPI WILL EXECUTE AND RETURN THE ABOVE NOTICE

We, the undersigned Mayor and Councilmembers of the City of Picayune, Mississippi, hereby acknowledge service of the above call upon us personally.

/s/ Greg Mitchell	/s/ Lucian Roberson
Greg Mitchell, Mayor	Lucian Roberson
/s/ Donald Parker	/s/ Kathy Watts
Donald Parker	Kathy Watts
/s/ Leavern Guy	/s/ Jerry Bounds
Leavern Guy	Jerry Bounds

I have personally served notice upon the person of each of the above-signed Councilmembers.

February 8, 2002	/s/ Lt. Tom Milar
Date	Picayune Police Officer

SPECIAL CALLED MEETING DATED FEBRUARY 14, 2002

ORDER TO ENTER CLOSSED SESSION TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, to enter executive session to interview applicants for the City Clerk position. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to interview applicants for the City Clerk position.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Bounds, seconded by Councilmember Roberson, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council interviewed applicants for the City Clerk position and took no action.

ORDER TO RECESS

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to recess until 6:00 p.m., February 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:
Brenda Ford

Brenda Ford, Deputy City Clerk

February 19, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, February 19, 2002, at 6:00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Aaron Russell, Sr., followed by the Pledge of Allegiance led by Councilmember Bounds.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the minutes of the Mayor and City Council dated February 5, 2002 and February 7, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the issuance of the following manual checks:

Entex	Utility	$ 12,880.50
Gulf South Pipeline	Utility	$ 24,579.99
Utility Management	Utility	$ 1,625.32
Advantage 99	General	$ 118.67
Nathan S. Farmer, P.A.	General	$ 165.00
Kanduit Construction, Inc.	Airport	$118,968.07
Gerald Cruthird	General	$ 8,439.75
Montague, Pittman & Varnado	General	$ 1,079.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

RECESSED MEETING DATED FEBRUARY 19, 2002

CONSIDER REQUEST TO ADVERTISE FOR SEMI-ANNUAL BIDS

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Purchasing Agent to advertise for semi-annual bids for the period of 4/01/02 to 9/30/02. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of the monthly budget report for January 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR MATERIAL

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Purchasing Agent to advertise for material the sanitary sewer improvements along U.S. Highway 11 North (east side of highway). The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

PRESENTATION TO COUNCIL

Mr. Aaron Russell, Sr., from First Federal Bank for Savings presented the Mayor with plaques to be displayed in all city offices stating "In God We Trust". No official action was taken.

CONSIDER REQUEST TO ACCEPT BID FOR MEMORIAL BOULEVARD ROADWAY IMPROVEMENTS PROJECT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to accept the bid of $1,105,171.78 submitted by Twin L Construction to provide roadway services on Memorial Boulevard from Elm Street to U.S. Highway 11 South. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #1 WITH TWIN L CONSTRUCTION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve Change Order #1 with Twin L Construction for the installation of a 12 inch water valve for the Memorial Boulevard/Jerusalem/South Blanks Avenue Water Pipe Repair Project in the amount of $385.00 and authorize the Mayor to sign change order. The new amount of the contract is $25,075.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO RESUBMIT FAA PRE-APPLICATOIN

Motion was made by Councilmember Roberson, seconded by Councilmember Watts to authorize the Community Development Director to resubmit the FAA FY 2002 pre-application to include the following: automobile parking, refurbish and install a rotating beacon and construct an automatic weather observing system. The estimated cost is $165,000; FAA $148,500, MDOT $8,250 and the City $8,250. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Watts, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Watts, seconded by Councilmember Parker, to enter executive session to discuss potential litigation and a personnel matter. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

RECESSED MEETING DATED FEBRUARY 19, 2002

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss potential litigation and a personnel matter.

RETURN TO REGULAR SESSION

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed potential litigation and a personnel matter and took no action.

ORDER TO APPOINT CITY CLERK

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to appoint Alan L. Fowler as City Clerk at a salary of $40,000 per year. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSTAINING: Councilmember Watts

The motion was declared carried.

ORDER TO REQUEST PARTNERS FOR PEARL RIVER COUNTY TO ATTEND NEXT CITY COUNCIL MEETING

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to request Stephen Surles and members of the Partners for Pearl River County board to attend the March 5, 2002 meeting to give update on I-59 Corridor. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

March 5, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, March 5, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Father Ed Fellhauer of St. Paul's Episcopal Church, followed by the Pledge of Allegiance led by Councilmember Watts.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the minutes of the Mayor and City Council dated February 14, 2002 and February 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF RETIREMENT DEVELOPMENT MONTHLY ACTIVITIES REPORT

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to acknowledge receipt of the Retirement Development Monthly Activities Report for the month of January 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the issuance of the following manual checks:

MS State Tax Commission	Utility	$ 4,653.00
City of Picayune, General	Utility	$49,944.70

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the request from the Picayune Downtowners Association for the closure of streets on April 6th and 7th of 2002 for Picayune's Twelfth Street Fair. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN T-HANGAR LEASE

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to authorize the Mayor to sign the following T-Hangar Lease:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-HANGAR LEASE AGREEMENT made and entered into this, the 5th day of March 2002, by and between the City of Picayune, hereinafter referred to as "Lessor" and Donald F. Weldon, hereinafter referred to as the "Lessee", WITNESSETH:

For and in consideration of the rents, covenants and agreements hereinafter contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**
Lessor does hereby lease and let to Lessee T-Hangar No. 16 located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERM**
The term of this Agreement shall be month-to-month, with the term to begin on the 5th day of March 2002, and continue thereafter each month until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**
Lessee shall pay, as rent for the use of the described Hangar, the amount of $175.00 per month, in advance on the first day of each month, and said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Boulevard, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Rent may be changed from time to time by lessor upon thirty (30) days written notice to Lessee.

4. **REPAIR AND MAINTENANCE**
Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. No alterations, modifications or additions to the hangar shall be made by Lessee without the prior written permission of Lessor.

5. **USE OF PREMISES**
The hangar hereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**
Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**
The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**
Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**
At its own expense, Lessee shall be responsible for the connection of electric services for the Hangar. Lessee shall pay as the same becomes due directly to the electricity provider. Failure to pay for such utilities will be considered a default under the terms of this lease. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.
Lessor will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**
Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**
Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**
In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

13. **FORCE MAJEURE**
In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

14. **INSURANCE**
Lessee agrees to be responsible for maintaining liability insurance in an amount not less than $100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named as an insured and loss payee under the policy.
Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

15. **SURRENDER OF PREMISES**
Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear excepted.

16. **NOTICES**
Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to Lessor: Airport Manager
Picayune Municipal Airport
203 Goodyear Boulevard
Picayune, MS 39466

As to Lessee: Donald F. Weldon
124 Rue Charlemagne
Slidell, LA 70461
(985) 781-3442

WITNESS the signatures of the parties hereto, this the _____ day of

_____, _____.

LESSOR: CITY OF PICAYUNE

BY: _____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

LESSEE: _____

WITNESS:

_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE MAYOR TO SIGN MEMORANDUM OF AGREEMENT

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to authorize the Mayor to sign the following Memorandum of Agreement between the City of Picayune and EddieYoung Gymnastics:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PICAYUNE AND EDDIE YOUNG GYMNASTICS

The City of Picayune and Eddie Young agree to the following conditions pertaining to the use of a portion of the City-owned former Armory Building for gymnastics activities:

That portion of the City Owned Former Armory Building, includes the main center hall area and shared restrooms.

The CITY agrees to provide or permit the following on the premises of the former Armory Building:

1. Eddie Young may place equipment within the Armory only for the purpose of gymnastic activities. Mr. Young must receive written approval from the City Manager to place equipment on site, which is not related to gymnastics. Batting cages, storage of household equipment, and equipment not related to gymnastics activities will not be allowed to be stored on this site by Mr. Young.
2. Eddie Young shall use the armory only for activities related to gymnastics activities. Mr. Young must receive written approval from the City Manager to organize activities other than gymnastics activities on this site.
3. The City will provide water, sewer, gas and electricity to the Armory building for use by the tenants.
4. The City shall be responsible for all repairs to the facility over $500.
5. The City will make regularly scheduled monthly inspections of the premises to insure safety and compliance with building codes and compliance with this agreement.
6. The City will have the authority to make unscheduled inspections of the premises.
7. The City will maintain the plumbing and electrical fixtures within the building.
8. The City will maintain the air conditioning and heating for the facility.
9. The City will maintain the roof, walls, foundations, windows, doors, heating and cooling equipment.

Eddie Young Gymnastics will:

1. Furnish a schedule of the use of the facility which includes dates and times of gymnastics activities.
2. Maintain the building to standard building codes, informing the City of regular maintenance problems and a regular cleaning schedule, and will notify the City of any maintenance problems.
3. Maintain bathrooms and keep the entire building clean.
4. Provide keys to all locks within the building. Mr. Young must have written permission from the City Manager to change locks located within the facility.
5. Provide proof of insurance for contents and liability within the building.
6. Provide proof of non-profit status.
7. Perform such work on the building at no cost to the City as may be agreed upon by the parties. Such repair will include, but may not be limited to:
   - A. Paint as needed
   - B. Within restrooms
     1. Replace light bulbs
     2. Paint
     3. Purchase and install door signs
     4. Keep doors in working and lockable condition
8. Mr. Young will be responsible for all maintenance items which cost under the amount of $500.
9. Mr. Young shall not have access to the kitchen area or the rear yard.
10. Mr. Young shall not have access to the three side rooms being used by the City of Picayune.
11. Mr. Young will be responsible for maintaining the parking area in front of the facility.
12. Mr. Young will be responsible for the repair of vandalism within the area which he has access to. Repairs will be made according to City specifications.
13. Mr. Young must provide adequate supervision at all times when the facilities are in use.
14. When requested by the City, render to the City all accounting of all sums received and disbursed in connection with projects undertaken.
15. Mr. Young will not sublease any portion of the said premises.
16. Rent in the amount of $213 for this facility will be due on the fifth of each month.

Mr. Young shall be solely responsible and answerable for damages, any and all accidents or injuries to persons (including death) and to property. Mr. Young, as part of the consideration for leasing or otherwise using the former Armory Building agrees to

assume full responsibility and liability, and shall indemnify and hold harmless the City of Picayune against and from any and all claims, demands, actions, rights of action, liabilities, losses, judgements, costs, expenses, and attorney fees which shall or may arise by virtue of anything done or omitted to be done by Mr. Young, including through or by its agents, employees, guests, invitees, or other respresentatives arising out of, claimed on account of, or any manner predicted upon the use of said facility. Mr. Young further agrees to assume full responsibility and liability for, and to indemnify the City of Picayune against and from any and all risk of loss of theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group of members thereof, or any third party which in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Picayune, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorney fees.

Mr. Young hereby agrees to comply strictly with all ordinances of the City of Picayune, Mississippi and the laws of the State of Mississippi while performing under the terms of this contract. Mr. Young agrees that upon violation of any covenants and agreements herein contained, on account of any act of omission of commission of Mr. Young, the City may, at its option, terminate and/or cancel this contract.

Mr. Young agrees to comply with the Title of the Civil Rights Act of 1964, assuring that no person will be excluded from participation in or be denied benefits of referral services under the terms of this contract or otherwise subjected to discrimination on the ground of race, sex, color, national origin or handicap.

Notwithstanding any of the other provisions contained in this contract, the City of Picayune shall maintain the right to terminate this contract upon proper notice which shall be in writing and shall be provided to Mr. Young at least thirty (30) days prior to the intended date of cancellation.

This lease will be in effect from April 1, 2002 to March 31, 2003.

Signed and dated_____

For Eddie Young

_____

For the City of Picayune

_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

ORDER TO SET DATE FOR PUBLIC HEARING ON PROPERTY CLEANUP FOR WEST END OF CHIMNEY SQUARE ON THE CORNER OF GOODYEAR BOULEVARD AND TEAGUE STREET

Upon recommendation of the Grants Administrator, motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to set the date and time of April 16, 2002 at 6:00 p.m. for a property cleanup public hearing for the West end of Chimney Square on the corner of Goodyear Boulevard and Teague Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

ORDER TO SET DATE FOR PUBLIC HEARING ON PROPERTY CLEANUP FOR 121 5TH STREET

Upon recommendation of the Grants Administrator, motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to set the date and time of April 16, 2002 at 6:00 p.m. for a property cleanup public hearing for 121 5th Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE THE SALE OF LOTS IN WESTSIDE REDEVELOPMENT AREA

Upon recommendation of the Grants Administrator, motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to advertise for the sale of Lots 12 and 13 in the Westside Redevelopment Area. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN CONTRACT WITH HARTMAN ENGINEERING, INC.

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to authorize the Mayor to sign the following contract with Hartman Engineering, Inc.:

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN THE CITY OF PICAYUNE, MISSISSIPPI (OWNER) AND HARTMAN ENGINEERING, INC. (ENGINEER)

As provided in this Agreement, ENGINEER will provide professional services relative to the City of Picayune Water and Wastewater Infrastructure Improvement including but not limited to the following:

SECTION 1. THE PROJECT

The OWNER hereby contracts with the ENGINEER to perform all necessary professional services in connection with the Project defined as follows:

Strategic planning and engineering design services related to Sewer Infiltration and Inflow Management Systems to consist of six tasks as described below. Tasks and scope

of services will be presented in EPA Work Plan submitted by the City for FY 2000 and will be modified to include additional funding as it becomes available.

SECTION 2. SERVICES

Services lists the individual tasks, subtasks, and deliverables included in FY 2000 grant application. The Engineer will implement a portion of the following tasks through FY 2000 funding. It is anticipated that future grant monies including FY 2001, FY 2002, and other funding sources will be used to implement additional parts of the following tasks, in addition to other tasks, which are identified in future grant applications. This contract is to be modified by amendment.

Task 1 201 Facility Plan and EID Preparation

The City of Picayune is aware of the Environmental Protection Agency's (EPA) requirement that, before any federal grant monies can be expended for actions which can significantly affect the quality of the human environment, the grantee must prepare a 201 Facility Plan which identifies the existing and future planning conditions and an Environmental Impact Document which investigates the environmental consequences of the proposed 201 Facility Plan.

The intent of the 201 Facility Plan is to perform the necessary research analysis, and evaluation of existing and proposed wastewater treatment and collection facilities for the City of Picayune.

The ENGINEER will prepare a 201 Facility Plan which will identify the most feasible plan of action that the City can take in order to meet its sewerage treatment needs through the year 2020. The 201 Facility Plan will be prepared in accordance with the EPA guidelines as available in numerous publications. After the development of the plan the Engineer will prepare an EID (Environmental Impact Document) for the City of Picayune, which will provide the general public with a summary of the proposed wastewater management schemes (201 Facility Plan). Also, to prepare the accurate collection system records, the draft 201 Facility Plan will include the following:

a. Facilities Survey

The ENGINEER will provide x, y, and z coordinate information for each manhole structure in the collection system that is associated with pipe diameters of 10 inches and larger. The ENGINEER will use GPS technology where practical to collect the information. Where impractical, conventional surveying techniques shall be used. The survey information shall meet the following parameters; horizontal geometry of the x, y coordinates to within ± 2.00 feet and vertical geometry of the z coordinates to within ± 0.1 feet. The coordinate information shall be referenced to the local datum used by the City of Picayune.

b. Hydraulic Modeling

The ENGINEER will construct a hydraulic model of the collection system for pipe diameter of 10" and larger. The model shall be capable of representing the collection system hydraulics in order to evaluate design and rehabilitation alternatives. The model shall be capable of evaluating existing and future land use and population projections. The model shall be delivered to the CITY as part of the project deliverables. The ENGINEER will provide the CITY with five (5) days of training. The model construction shall involve the following tasks:

c. Collection System Construction

The computerized mapping/data management system is required to efficiently analyze and model wastewater collection system of the City of Picayune. The ENGINEER will construct a geometric representation of the collection system using "AutoCAD", "ARC/INFO", and "ArcView". This includes digitizing nodes for each pump station and diversion structure. The construction of the model shall use existing maps, drawings, and as-builts provided by the CITY. The collection system pipe segments shall be digitized with each line size placed on a separate layer. All manholes, pump stations, force mains, text and other structures shall be digitized on a separate layer from the pipe segments. The Engineer will provide the City with five (5) days of training.

d. Database Population

The ENGINEER will populate the collection system database with information and attributes obtained through the field investigation activities and information provided by Engineer's forces and the CITY. The database population shall include the pipe size, length, invert elevations, ground level elevations, functional use (gravity or force main), segment identifier and identification of adjacent manholes.

e. Land Use

The ENGINEER will digitize the City land use areas into a drawing file. The land use areas must be represented by independent closed polygons. Zoning designations and allowable densites shall be acquired from the City's Zoning Ordinances. Estimates of actual residential, commercial and industrial populations shall be provided by the CITY.

f. Service Area

From maps provided by the CITY showing the street Right-of-ways and lot lines, the ENGINEER shall delineate and digitize service area polygons. The service areas shall be connected to the collection system on a separate layer.

g. Pump Station Investigation

The ENGINEER shall investigate only those pumping stations, which have direct influence on the modeled line segments. The ENGINEER shall obtain the following information:

- Wet well dimensions
- Wet well volume for each pump on and off setting
- Type of pump (constant or variable speed)
- Pumping rate for each pump and combination of pumps
- Force main size, discharge location and elevation

Deliverables:

(1) 201 Facility Plan
(2) Environmental Impact Document
(3) GIS Maps

Task 2 I/I Program Administration

a. **Program Schedule and Controls:** Develop and maintain a program schedule and control system that tracks progress on all Program related activities for this phase. A corresponding Program budget will maintain fiscal control over the overall Program. Relevant items to this subtask are:

- Develop Program Schedule and Program Control System: The Engineer shall develop a program scheduling and controls system that forecasts and tracks program related system characterization, modeling, and planning activities that include the various tasks in this scope of work. The Engineer will use *Primavera "Suretrak"* software to develop a program scheduling and control system.

- Scheduling: The Engineer shall maintain, refine, and update the Program schedule developed above. The Program schedule will identify program management tasks and activities including field data collection and related maintenance activities. The Engineer will submit monthly schedule updates to the City.

- Cost Control: The Engineer shall maintain, refine, and update the Program Control System developed above. The Program Control System will track forecasted versus actual expenditures for defined program activities. The Engineer will produce monthly progress and budget reports based on the Program Control System.

Deliverables:

(4) Program Schedule
(5) Program Cost Control System
(6) Monthly Progress and Budget Reports

b. **Develop Program Document Control System:** The Document Control System (DCS) will provide a reliable record of all Program related documents. It will be integrated with other City DCSs'. Relevant items to this subtask are:

- Document Control System Development: The Engineer will develop and implement written procedures for handling all documents associated with the Program. Interviews will be conducted with City staff to provide compatibility with current and future City document management procedures. A Document Control Plan will be prepared summarizing the filing systems, routing, distribution, software standards, formats, logos storage, retrieval, cataloging and archiving of all program electronic and

hard copy documents. The Plan will define the requirements for inclusion of historical documents related to the Program and a schedule for system implementation.

- Implement and Maintain Document Control System: The Engineer will implement, maintain, and operate the Program document control process for filing, storage and retrieval of hard copies and electronic documents. The Engineer will conduct document controls seminar(s) and workshop(s) on an as-needed basis in order to familiarize all parties involved in the Program with the DCS. City staff will be trained in startup, operation, and maintenance of the system using side-by-side, hands-on, individual training.

Deliverables:

(1) Document Control Plan
(2) DCS & Archives Documents
(3) Training Materials

c. **Regulatory Assistance:** Provide ongoing assistance in regulatory communications and negotiations. Assist the City in developing and achieving a regulatory compliance strategy. Additional parts to this subtask include:

- Regulatory Strategy/Policy Statements: The Engineer will provide support to the City as required and requested, in the development of a wastewater regulatory strategy and policy for the City. A strategy workshop will be conducted to define the current status of regulatory compliance, to identify future regulatory trends, and to identify policy issues and regulatory initiatives to best position the City for future compliance. The Engineer will also provide support to the City in preparing regulatory policy statements and in preparing regulatory, legislative, and other initiatives to support the regulatory strategy. The strategy will be updated as regulations and enforcement policy change.

- Provide Regulatory Assistance: The Engineer will provide support to the City as required and requested, in preparing reports and presentations to the EPA and to State regulatory authorities. This effort will include the preparation of routine regulatory progress reports, presentations and meetings with regulators, and special regulatory presentations and meetings in coordination with the City.

- Provide Grant Administration: The Engineer will provide support to the City as required and requested, with all required preparation of documents associated with the administration of the grant program. This task will include monthly reports to the EPA and other required agencies on the grant status, required preparation of standard forms for invoicing formats, and coordination with all agencies for accountability of disbursements throughout the grant program.

Deliverables

(1) Strategy Workshop Documentation
(2) Regulatory Presentation Material
(3) Documentation of Regulatory Meetings
(4) Documentation of All Required Preparation of Standard Forms

Task 3 Sewer System Data Collection and Management

a. **Develop Information Management Plan:** Information management is the heart of an effective asset management program. The objective of this task is to develop a comprehensive plan to build an effective information program for the future. Additional parts to this subtask include:

- Review Existing Systems and Data: The Engineer will collect data and information on other planned City data management systems to determine how to best integrate the Program information management system by utilizing GIS data managements. Interviews with key data management individuals will be conducted to determine a baseline for system development.

- Conduct Workshops: The Engineer will facilitate a workshop(s) to develop system parameters and concepts for data management. Workgroups will be defined that have primary responsibility for data sets. The Engineer will facilitate these workgroups in developing plans for managing their data. A second workshop will be facilitated to present recommendations and gain plan approval.

Plan Development: Based on the information collected above and the results of the development workshops, the Engineer will develop an information management plan that defines the flow of various types of data into and out of the system as well as recommended hardware, software, database structure and interface requirements. The

plan will define the process and implementation schedule for converting as-built records into a digital format.

Deliverables:

(1) Technical Memorandum on Existing Systems and Data
(2) Workshop Minutes
(3) Information Management Plan (IMP)

b. **Implementation of Program Information Management System:** Implement the components of the Information Management Plan that are to be supplied by *the Program. Relevant items to this subtask are:*

- System Set Up: Based on the approved IMP, the Engineer will assist the City in the procurement and installation of any required software and hardware, and establish links and interfaces with defined City systems.

- System Implementation: The Engineer will then assist in the transfer and linkage of the historical data files defined in the IMP and establishes and tests the various data input and output routines and procedures. The workgroups established in the above subtask will be used to implement and test the individual system modules.

- Training: The Engineer will provide classroom training for system introduction and overview, hands-on training for specified end-users and both electronic and hard copy training guides to support on-going IMS training.

Deliverables:

(1) IMS User Manuals
(2) IMS Training

c. **Collect Temporary Rainfall and Flow Data:** Temporary flow and rainfall data will be collected at approximately 42 stations. Relevant items to this subtask are:

- Flow Monitoring:

The ENGINEER will collect flow-monitoring data from a total of approximately 42 stations in the City, using approximately 21 portable flow monitors. Flow data will be collected from the stations for a period of seven-weeks each. Raw data will be screened to select a minimum of three (3) rainfall events, i.e. wet weather, and three (3) non-rainfall events, i.e. dry weather, during the six-week data collection period for each lift station. Evaluation and selection of equipment, sequence and duration of monitoring, methods of equipment installation, data downloading and uploading procedures, and operation and maintenance manuals will be determined by the Engineer prior to the flow.

Monthly progress and status reports will be provided to the City during the flow-monitoring period.

- Rainfall Data Collection: The ENGINEER will collect rainfall data from a total of approximately 10 stations in the City, using approximately 5 portable rain gauges. Data will be collected from the stations for a period of two months each. Correct interpretation of the flow data will depend on-site specific rainfall data collection.

- Groundwater Level Measurements: In a region where groundwater is close to the surface, the effects of groundwater infiltration can be significant during a rainfall event when the levels are above sewer lines and house connections. The City has currently installed several wells and data will be obtained from the City.

Deliverables:

(1) Flow Monitoring Reports
(2) Sewer Map
(3) Monthly Reports

d. Supplemental Services: **When and if required and authorized by the City, the Engineer will coordinate and manage geotechnical services and surveying services to assist in the sewer system data Collection and Management Task. Services to be approved by the City will be presented to the City by the Engineer prior to implementation of these services.**

Deliverables:

(1) Scope of Services for Geotechnical Services as Required for City Approval
(2) Scope of Services for Surveying Services as Required for City Approval

Task 4 System Analysis and Planning

a. **Analysis of Flow and Rainfall Data:** Analyze data collected under Task 3 to compile a list of prioritized areas requiring further SSES. Relevant items to this subtask are:

(1) **First Stage Modeling**

• Estimate Base Wastewater Flow and Groundwater Infiltration: Flow data obtained will be used in order to determine base wastewater flows for each sewer sub-basin. Base wastewater flow accuracy will be established by comparison to water consumption records for areas that have undergone flow-monitoring. The Engineer will obtain water consumption records from the City Water Department. Records on water consumption and sewer contributions from significant industrial users (SIUs) will be obtained from the City.

Groundwater infiltration rates from each sewer area will be established through comparison of flow rates to water consumption records for each sewer area, or by flow measurements gathered during typical low flow periods such as 2 to 4 a.m. The groundwater infiltration flows for areas upstream of flow-monitoring points will be estimated based upon length of sewered area. Variations in groundwater inflow rates will be determined for different sub-basin areas.

Initial Modeling to Determine Rain Related I/I (RRI/I) Rates: Three (3) specific rain events from the flow-monitoring will be selected to establish I/I flows generated from rainfall. The volume of rainfall that fell on each sewer sub-basin will be established by multiplying the sewered area by the composite rainfall depth. Base wastewater flows and base groundwater infiltration rates will be subtracted from measured flows to obtain wet weather I/I flow rates. An algorithm will be developed to correlate rain volumes to I/I flows. Variables to be incorporated into the algorithm may include total rainfall depth, temporal distribution, intensity, duration, and other variables. The algorithm selected will be capable of computing both the volume and shape of rain-related I/I hydrographs for any given rainfall event or sequence of events. Rain volumes will be correlated to design rainfall events based upon 2-year, 5-year, and 10-year storms.

• ***Deliverable:***

(1) Technical Report of I/I Flow and a Prioritized List of Areas in Need of SSES.

b. **Preparation of Sewer Rehabilitation Report for the Ponderosa Subdivision**

Based on the analysis of data collection in Task 4a, and previously collected sewer system data by the City of Picayune, the Engineer will prepare Sewer Rehabilitation Report for the Ponderosa Subdivision.

• ***Deliverable:***

(1) Ponderosa Subdivision Sewer Rehabilitation Report.

Task 5 Engineering and Design for the Ponderosa Subdivision

a. **Pre-Design Services:** Based on the results of Task 4, the Engineer will provide pre-design services for the Ponderosa Subdivision areas most in need of rehabilitation. Cost estimates will also be provided to aid in selecting areas for rehabilitation.

Deliverable:

(1) Pre-design report

b. **Standard Specifications:** The Engineer will review and recommend modifications and/or additions to City specification guidelines and standards to ensure a consistent and efficient design, bid and award process.

• Standard Specifications Recommendations: The Engineer will review existing City standards regarding construction specifications relative to the Program. The Engineer will provide recommendations for revisions to the standard specifications and/or creation of new standard specifications. The recommendations will be presented to the City for approval and authorization to proceed with implementation.
Deliverable:

(2) Standard Specifications Recommendation Technical Memoranda

c. **Preliminary Phase Services:** The Engineer will provide a set of preliminary

designs for those sections slated for rehabilitation.

Deliverable:

(1) Preliminary Design in Conformance with Applicable Standards

d. **Design Phase Services:** The Engineer will complete the design incorporating comments from the preliminary phase.

Deliverable:

(1) Design Plans and Specifications

e. **Bidding Phase Services:** The Engineer will provide representation for the procurement of bids and review and prepare bid tabulations and recommendations for award to the City.

Deliverable:

(1) Bid Tabulation and Recommendation for Award

f. **As-Built Phase Services:** The Engineer will provide a record set of drawings in accordance with City standards.

Deliverable:

(1) Record Set of Drawings (Reproducible and CD-ROM)

g. Supplemental Services: **When required and authorized by the City, the Engineer will coordinate and manage geotechnical services and surveying services to assist in the sewer system data Collection and Management Task. Services to be approved by the City will be presented to the City by the Engineer prior to completion of these services.**

Deliverables:

(1) Scope of Services for Geotechnical Services as Required for City Approval
(2) Scope of Services for Surveying Services as Required for City Approval

Task 6 Construction Services for the Ponderosa Subdivision

Implementation of Ponderosa Subdivision rehabilitations recommendations which may include sewerage collection line repair or rehabilitation, lift station upgrade, manhole repair or rehabilitation, elimination of cross connection, etc.

a. **Construction Administration Services:** The Engineer will observe the selected contractor to ensure conformance to the plans and specifications. The Engineer will hold monthly status meeting to track job progress. The Engineer will provide construction administration services during the construction of the project.

Deliverables:

(1) Minutes of Monthly Meetings
(2) Review of Shop Drawings
(3) Review of Monthly Progress Payments
(4) Prepare Change Orders and Certificates of Completion
(5) Provide Representation for Final Inspection

b. **Resident Inspection Services:** The Engineer will provide full time resident inspection service for all jobs in construction. The Engineer will develop information management procedures for filing of daily reports. The Engineer will ensure that resident inspectors are trained and are familiar with Program construction standards and procedures.

Deliverables:

(1) Provide Daily Reports on a Weekly Basis
(2) Inform Owner of Any Construction Related Problems
(3) Provide Punch List Items

c. **Supplemental Services:** When required and authorized by the City, the Engineer will coordinate and manage geotechnical services and surveying services to assist in the sewer system data Collection and Management Task. Services to be approved by the City will be presented to the City by the Engineer prior to completion of these services.

Deliverables:

(1) Scope of Services for Geotechnical Services as Required for City Approval
(2) Scope of Services for Surveying Services as Required for City Approval

SECTION 3. DOCUMENTS

The ENGINEER shall furnish to the owner sufficient sets of drawings, specifications and contract documents for checking and approval at each review stage of the PROJECT and four (4) sets for the OWNER'S records after receipt of bids. The ENGINEER shall also furnish sufficient sets of plans, specifications and contract documents for the receipt of competitive bids and the construction of the project.

All Data collected by the ENGINEER and all documents, notes, drawings, tracings, and files shall remain the property of the ENGINEER except as otherwise provided in SECTION 10 of this Agreement. The ENGINEER shall furnish to the OWNER copies of any project documents requested by the OWNER.

The OWNER shall furnish without charge all standard plans and specifications and any other information which the OWNER now has in its files which may be of use to the ENGINEER.

The ENGINEER shall use the most current version of the standard forms of documents adopted and specified by the OWNER in the performance of the Design Phase and Bidding Phase of this contract. These documents include, but shall not be limited to, the Agreement, the General and Supplementary Conditions, the Invitation to Bid, the Instructions to Bidders, bid forms, and other related documents specified by the OWNER for a particular project. This obligation with respect to the OWNER's contract documents is subject to the indemnity provisions contained in Section 12. Notwithstanding anything to the contrary in this Section 3 or in any other provision of this contract, none of the contract documents provided by the OWNER are or will become the property of the ENGINEER but shall remain the property of the OWNER to the extent the OWNER has a property interest therein. Unless the context otherwise required, capitalized terms used in this paragraph with initial capitals shall have the meaning indicated for such terms in the OWNER's contract documents.

SECTION 4. SUPPLEMENTARY SERVICES:

The ENGINEER shall provide, when requested in writing by the OWNER, supplementary services not included in the basic services.

Such supplementary services shall include the following:

A. Soils investigations.
B Laboratory inspection of materials and equipment.
C. Right-of-way, easement and property acquisition surveys, plats, maps, and documents.
D. Any major revisions, for which the ENGINEER is not responsible, that are authorized by the OWNER after the completion and approval of either the preliminary or final plans and specifications.
E. Services concerning replacement of any work damaged by fire or other causes during construction.
F. Services made necessary by the default of the contractor in the performance of the construction contract.
G. Serving as an expert witness in connection with court proceedings.
H. Traffic Engineering.
I. Topographic Survey.
J. Preparation of Environmental Assessment documents and/or Environmental Permits.

The compensation to the ENGINEER for the above supplemental services, when performed by the ENGINEER's forces, shall be in the form of a lump sum which is mutually agreeable to the OWNER and to the ENGINEER.

If the parties hereto are unable to agree on the basis of such additional work, the ENGINEER shall be paid on the basis of their certified and itemized salary costs plus a fee to cover overhead costs and profit in accordance with the rate schedule established in Attachment A to this contract. In each case, the work is to be initiated only upon receipt of a written work order from the OWNER's representative which must include the scope of work and a maximum fee that can be charged.

K. Resident Inspection. The ENGINEER shall assign personnel, acceptable to the OWNER, at a fee acceptable to the OWNER. The fee shall be on the basis of the actual time of personnel used at the then currently approved hourly rates.

All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other supplemental services shall be invoiced monthly according to percentage of work completed.

Payments to the ENGINEER for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

SECTION 5 PROPERTY ASSESSMENT PROGRAMS:

(NOT APPLICABLE)

SECTION 6. BUDGET LIMITATION:

(NOT APPLICABLE)

SECTION 7. NOTICE TO PROCEED.

The Mayor through the City Manager and/or the Director of Planning & Development shall notify the ENGINEER in writing to undertake the services stated in SECTION 2, and the ENGINEER shall commence the services within ten (10) days after receipt of such notification.

If the OWNER desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the OWNER and the ENGINEER shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The ENGINEER will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

SECTION 8. PAYMENTS:

For all services outlined in Attachment A as Not to Exceed (N.T.E.) the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs plus a fee to cover overhead costs and profit in accordance with the rate schedule established as per EPA requirements.

For all services outlined in Attachment A as Lump Sum (L.S.) the OWNER shall pay the Engineer a basis lump sum fee as presented. Payment for services shall be as itemized on Attachment A.

For each task in SECTION 2 and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the OWNER's representative which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract, including the work performed under SECTION 4, shall not exceed $752,000.00, unless increased by contract amendment approved by the City of Picayune Council.

SECTION 9. FUNDS:

(NOT APPLICABLE)

SECTION 10. TERMINATION OR SUSPENSION:

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in their contract.
4. In the event of the abandonment of the project by the OWNER.

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

Upon termination the ENGINEER shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

Upon termination under Item 2 above, the ENGINEER shall deliver to the OWNER all original documents, notes, drawings, tracings, video or still pictures, computer files, and files except the ENGINEER's personal and administrative files.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the OWNER in writing to

that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the OWNER of thirty (30) days notice in writing to that effect. ENGINEER shall receive no additional compensation.

SECTION 11. INSURANCE:

The ENGINEER shall secure and maintain at his expense such insurance that will protect him, and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the OWNER and shall provide that insurance shall not be canceled without thirty (30) days prior notice of cancellation given to the City of Picayune, in writing, on all of the required coverages provided to the City of Picayune. All notices will name the ENGINEER, and identify the Council Resolution approving the terms of the contract. The OWNER may examine the policies.

A. ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ENGINEERS SHALL CONTAIN THE FOLLOWING CLAUSES:

1. The ENGINEER insurers will have no right of recovery or subrogation against the City of Picayune, it being the intention of the parties that the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
2. The City of Picayune shall be named as additional insured as regards to automobile and general liability with respect to negligence by the ENGINEER [ISO Forms CG 20 10 (Form B)].
3. The insurance companies issuing the policy or policies shall have no recourse against the City of Picayune for payment of any premiums or for assessments under any form of policy.
4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of the ENGINEER.

B. Prior to the execution of this agreement the ENGINEER, shall provide at its own expense, proof of the following insurance coverage required by the contract to the City of Picayune by insurance companies authorized to do business in the State of Mississippi. Insurance is to be placed with insurers with an A.M. Best rating of no less than A: VI. This requirement will be waived for worker's compensation coverage only for those ENGINEERS whose worker's compensation coverage is placed with companies who participate in the State of Mississippi Worker's Compensation Assigned Risk Pool or the Mississippi Worker's Compensation Corporation.

1. Worker's Compensation Insurance:
   As required by Mississippi State Statute exception; employer's liability shall be at least $1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than $500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least $500,000.00 per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:

a) Premises – operations;
b) Broad form contractual liability;
c) Products and completed operations;
d) Use of contractors and sub-contractors;
e) Personal Injury;
f) Broad form property damage:
g) Explosion, collapse and underground [XCU] coverage.

NOTE: On the certificate of insurance, under the description of operations, the following wording is required. "The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11-85 or latest form] shall be submitted."

3. Business Automobile Liability Insurance with a Combined Single Limit of $500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:

a) Any automobiles;
b) Owned automobiles;
c) Hired automobiles;
d) Non-owned automobiles;
e) Uninsured motorist.

4. An umbrella policy or excess may be used to meet minimum requirements.

5. Owner's Protective Liability: The ENGINEER shall take out and maintain a policy of Owner's Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided herein above under "Comprehensive General Liability Insurance". The cost of this coverage is at the ENGINEER's expense.
6. The ENGINEER shall also secure and maintain at his expense professional liability insurance in the sum of at least One Million Dollars ($1,000,000.00).

All policies of insurance shall meet the requirements of the OWNER prior to the commencing of any work. The OWNER has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the OWNER as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the ENGINEER shall promptly obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as provided above.

Upon failure of a ENGINEER to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the OWNER, may be forthwith declared suspended, discontinued or terminated. Failure of the ENGINEER to take out and/or to maintain insurance shall not relieve the ENGINEER from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the ENGINEER concerning indemnification.

Section 12. GENERAL:

The ENGINEER shall, at all times during the term of this contract, maintain a valid Mississippi Engineering License.

The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. Where OWNER must have work done by change order or addition resulting from an error or omission by the ENGINEER, ENGINEER shall provide, at no costs to OWNER, all professional services attributable to the change order. This is in addition to OWNER's right to recover from ENGINEER damages for ENGINEER's errors and omissions.

The ENGINEER shall indemnify and hold harmless the OWNER against any and all claims, demands, suits, costs, liabilities or judgements for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by the ENGINEER, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by the ENGINEER under this AGREEMENT.

Further, ENGINEER hereby agrees to indemnify the OWNER for all reasonable expenses and attorneys' fees incurred by or imposed upon the OWNER in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ENGINEER further agrees to pay all reasonable expenses and attorneys' fees incurred by the OWNER in establishing the right to indemnity pursuant to the provisions of this section.

While in the performance of services or carrying out other obligations under this agreement, the ENGINEER shall be acting in the capacity of independent contractors and not as employees of the City. The City shall not be obliged to any person, firm or corporation for any obligations of the ENGINEER arising from the performance of their services under this agreement. The ENGINEER shall be authorized to represent the City with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended by the provisions of SECTION 2 hereof.

In the event that the ENGINEER modifies the OWNER's contract documents without the express prior written consent of the OWNER, whether such modification is made by Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, the ENGINEER shall indemnify and hold harmless the OWNER from any claims, lawsuits, or damages that arise out of or are attributable to the modification. In particular, this shall include, but not be limited to, modification to any contract warranties; liquidated damages; payment terms; substantial or final completion; subsurface conditions; drawing requirements; "or-equal" materials; insurance; notice to proceed; change orders; contract amendments; obligations; duties; or responsibilities of the Contractor; etc. This indemnification and hold harmless obligation shall include not only the damages suffered by the OWNER but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the ONWER as result of the

ENGINEER's deviation from the OWNER's contract document. Unless the context otherwise requires, capitalized terms used in this paragraph with initial capitals shall have the meaning indicated for such terms in the OWNER's contract documents.

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the ENGINEER, shall not be assigned or subcontracted in whole or in part by the ENGINEER as to the services to be performed hereunder without the written consent of the OWNER.

This agreement represents the entire Agreement between OWNER and ENGINEER.

SECTION 13:
This agreement is executed in _____ originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

FOR THE CITY OF PICAYUNE
STATE OF MISSISSIPPI

WITNESSES

_____

_____ BY_____
Mr. Greg Mitchell, Mayor

ENGINEERING: HARTMAN ENGINEERING, INC.

WITNESSES

_____

_____ BY_____
Janet L. Evans, P.E., President

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

ORDER TO AUTHORIZE TRAVEL TO WASHINGTON, DC

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to authorize the City Manager and Councilmembers to attend a session with the Mississippi Congressional Delegates in Washington, DC on March 13, 2002 – March 16, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

At this time Councilmember Guy entered the meeting.

CONSIDER APPROVAL OF DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the docket for the month of February 2002 in the amount of $491,129.70. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

COMMUNICATION FROM BOYS AND GIRLS CLUB

Dawn Bechtel, representing the Boys and Girls Club, came before the Council to invite the Mayor and Council to a fundraiser for the Boys and Girls Club. The fundraiser will be held at 9:00 a.m. – 11:00 a.m. on March 23, 2002. This fundraiser is called a "Roundup". They are requesting that all participants wear western style attire. No official action was taken.

ORDER TO TAKE UNDER ADVISEMENT TOWING ORDINANCE

Heard from Walker Collision Center, Inc. regarding the towing ordinance. Motion was made by Councilmember Roberson, seconded by Councilmember Guy to take request under advisement. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

RESIGNATION OF CITY CLERK

Upon notification of the City Manager, motion was made by Councilmember Guy, seconded by Councilmember Watts to ratify the resignation of the City Clerk, effective February 21, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR CITY CLERK

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the City Manager to advertise for the City Clerk position. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to accept the minutes of the Planning Commission dated January 17, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Watts, seconded by Councilmember Guy, to acknowledge receipt of the Planning Commission minutes dated February 21, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO REZONE PROPERTY LOCATED AT 500 GOODYEAR BOULEVARD

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the request to rezone Lots 11 & 12, located at 500 Goodyear Boulevard from R-1, Single Family Residential, to OP Office Professional and approve the following Ordinance:

ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE FOLLOIWNG DESCRIBED PROPERTY FROM R-1, SINGLE FAMILY RESIDENTIAL, TO OP, OFFICE PROFESSIONAL DISTRICT.

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

Section 1. That the following R-1, Single Family Residential District, described property shall be rezoned to OP, Office Professional:

Lots 11 & 12, Block 48, Williams Goodyear Addition, Section 15, Township 6 South, Range 17 West, Pearl River County, Mississippi.

Section 2. **Severability, Conflict and Effective Date**

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part

of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972, as amended.

The foregoing ordinance, having first been reduced to writing, was moved upon by Councilmember Bounds, seconded by Councilmember Roberson, and voted upon as follows:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the ordinance passed, approved and adopted on this the 5th day of March 2002.

_____

Greg Mitchell, Mayor

ATTEST:

_____

Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR PARKING LOT VARIANCE

After some discussion, motion was made by Councilmember Roberson, seconded by Councilmember Guy, to request the City Attorney to draw up agreement approving a 4' parking lot variance request from St. Paul's Episcopal Church located at the corner of Goodyear Boulevard and Elmwood Street, with the understanding that this area is city property and the city is not abandoning property, but only allowing St. Paul's the use of the area for parking. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR PARKING VARIANCE

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to approve the request, from St. Paul's Episcopal Church, for a variance for 27 parking spaces instead of the required 36 spaces. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR TWO WALL SIGNS

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve request for two wall signs on the south end and north end of the building to advertise the proposed drive through car wash building on the WalMart parcel next to the existing gas station. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO AMEND PLAT

Motion was made by Councilmember Bounds, seconded by Councilmember Watts, to approve the amended plat with a 10' width variance, located on North Steele Avenue, property adjoining East Side School property. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Parker, Watts, Guy and Bounds

VOTING NAY: None

RECUSSED: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST FOR CONDITIONAL USE

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the conditional use request, from the Picayune School District, for the Early Head Start building. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACCEPT LETTER OF RESIGNATION

Motion was made by Councilmember Watts, seconded by Councilmember Roberson, to accept letter of resignation from Planning Commissioner Mark Drummond. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE RESOLUTION

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the following Resolution:

RESOLUTION

WHEREAS, the City of Picayune received an Economic Development Grant (EDA) for Infrastructure Improvements at the Picayune Municipal Airport; and

WHEREAS, EDA requires the imposition of certain covenants/restrictions relative to water and sewer facilities.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Picayune, in open meeting assembled in the City of Picayune, Mississippi, this the 5th day of March 2002, as follows:

That with respect to the EDA Grant Award No. 04-01-04862, the City of Picayune, A Mississippi Municipality, does hereby impose a covenant and/or condition on all water and/or sewer facilities funded by EDA Grant Award No. 04-01-04862 and the City is hereby, together with any successors thereafter, permanently restricted from tap ons of any water and/or sewer service from such development within any jurisdiction Freshwater Wetland (s) Federal Emergency Management designated 100 year flood plain, prime farmland or endangered or threatened species habitat. That said covenant, restriction and/or condition shall run in perpetuity and shall bind the City of Picayune, and/or any and all successors in interest.

DONE AND ORDERED in an open meeting.

By:_____
Mayor

Councilmember Roberson offered the foregoing resolution and moved its adoption, which was seconded by Councilmember Watts and was duly adopted.

Date:_____

ATTEST:

By:_____
City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO PURSUE ASSISTANCE FOR DOWNTOWN AREA

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to pursue assistance for Downtown business owners. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to enter executive to discuss a matter of land acquisition. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of land acquisition.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Roberson, seconded by Councilmember Guy, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council instructed the City Attorney to get all signatures on Williams easement or proceed with iminent domain proceedings.

ORDER TO ADJOURN

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

March 19, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, March 19, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Father Michael Snyder of St. Charles Borromeo Catholic Church, followed by the Pledge of Allegiance led by Councilmember Bounds.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated March 5, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF RETIREMENT DEVELOPMENT MONTHLY ACTIVITIES REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Retirement Development Monthly Activities Report for the month of February 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORTS

Upon request from the Tax Department, motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Privilege License Reports for the months of January and February 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MINUTES FROM PARTNERS FOR PEARL RIVER COUNTY

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the minutes from Partners for Pearl River County dated January 28, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

Entex	Utility	$ 9,450.00
Gulfsouth Pipeline Co.	Utility	$ 9,490.04
UMC	Utility	$ 1,451.92
Randy Shoemake	General	$ 321.00
J.P. Burns, Jr.	General	$ 349.72
Leavern Guy	General	$ 194.00
Jerry Bounds	General	$ 303.25
Lucian Roberson	General	$ 224.00
First Continental Leasing	General	$ 47,227.59
Ms. Development Auth.	Airport	$ 3,253.30
Kathy Watts	General	$ 307.50

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORTS

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of Monthly Budget Reports for the month of February 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED MARCH 19, 2002

ORDER TO APPROVE BUDGET AMENDMENT #2

Motion was made by Councilmember Guy, seconded by Councilmember Parker to approve Budget Amendment #2 for fiscal year ending 9/30/02 as follows:

City of Picayune – General Fund
Proposed Budget Amendment #2
For the year ending 9/30/02

Revenues:		
License & Permits	380,000	380,000
Intergovernmental Revenues	3,172,000	3,215,300
Charges for Services	608,000	608,000
Fines & Forfeits	340,000	340,000
Miscellaneous	20,000	20,000
Transfers In	350,000	350,000
Interest Income	55,000	55,000
Non-Revenue Receipts	135,000	135,000
Total From All Sources, other than taxes	5,060,000	5,103,300
Beginning Cash	1,400,000	1,665,300
Total receipts other than ad valorem tax	6,450,000	6,768,800
Amount to be raised by ad valorem tax	1,492,000	1,492,000
Total from all sources	7,952,000	8,260,600
Expenses:		
General Government		
Personnel	878,000	878,000
Supplies	34,500	34,500
Other Services & Charges	367,000	367,000
Capital Outlays	24,000	54,000
Total	1,303,500	1,333,500
Public Safety – Police		
Personnel	1,388,200	1,408,554
Supplies	142,300	144,936
Other Services & Charges	151,500	152,710
Capital Outlays	28,700	37,900
Total	1,710,800	1,754,100
Public Safety – Fire		
Personnel	1,241,495	1,241,495
Supplies	58,850	58,850
Other Services	58,900	59,600
Capital Outlays	30,350	33,350
Total	1,389,595	1,393,295
Public Works		
Personnel	830,000	830,000
Supplies	263,750	263,750
Other Services	790,050	805,050

Capital Outlays	635,750	852,350
Total	2,519,550	2,751,150
Culture & Recreation		
Personnel	-0-	-0-
Supplies	-0-	-0-
Other Services & Charges	-0-	-0-
Capital Outlays	5,000	5,000
Total	5,000	5,000
Coast of Living Raises	95,000	95,000
Aid to other Governments	33,250	33,250
Transfers Out	492,000	563,152
Ending Cash Balance	403,305	332,153
Total Expenditures & ending Cash Balance	7,952,000	8,260,600

City of Picayune – Federal Law Enforcement Block IV Grant
Proposed Budget Amendment #2
For the year ending 9/30/02

Revenues		
Grant Revenue	-0-	(284)
Transfer In	-0-	20
Interest Income	-0-	18
Total Revenues	-0-	(247)
Beginning Cash	-0-	19,100
Total from all sources	-0-	18,853
Expenses		
Capital Outlays	-0-	18,853
Ending Cash Balance	-0-	-0-
Total Expenses & ending Cash Balance	-0-	18,853

City of Picayune – CDBG Drainage Fund
Budget Amendment #2
For the year ending 9/30/02

Revenues		
Transfer in	-0-	70,000
Interest Income	-0-	200
Total Revenues	-0-	70,200
Beginning Cash	-0-	22,574
Total from All Sources	-0-	92,774
Expenses		
Other Services & Charges	-0-	70,750
Ending Cash	-0-	22,024

Total Expenses & ending Cash Balance	-0-	92,774

City of Picayune – Airport Fund
Budget Amendment #2
For the year ending 9/30/02

Revenues		
Federal Grants	-0-	1,684,00
State Grants	-0-	150,000
Revenues	76,000	76,000
Loan Proceeds	-0-	-0-
Transfers In	144,000	710,405
Total Revenue	220,000	2,620,405
Beginning Cash & Investments	16,043	254,980
Total from all sources	236,043	2,875,385
Expenses		
Personnel	50,000	50,000
Supplies	26,000	26,000
Other Services	30,000	40,300
Capital Outlays	27,000	2,085,444
Total Operating Expenses	133,000	2,201,744
Loan Payments (Transfer Out)	101,300	101,300
Ending Cash & Investments	1,743	572,341
Total disbursements & ending cash balance	236,043	2,875,385

City of Picayune – Utility Fund
Budget Amendment #2
For the year ending 9/30/02

Revenues		
Charges for Utility Services	3,013,000	3,013,000
Non-Revenue receipts	13,000	13,000
Interest Income	110,000	110,000
Loan Proceed	-0-	-0-
Total Revenues	3,136,000	3,136,000
Beginning Cash	550,000	593,500
Expenses		
Utility Administration		
Personnel	110,600	110,600
Supplies	8,000	8,000
Other Services & Charges	84,100	84,100
Capital Outlays	6,000	1,000
Total	208,700	203,700

Treatment Plant & Utility Construction		
Personnel	879,900	879,900
Supplies	1,508,400	1,508,400
Other Services & Charges	335,300	365,300
Capital Outlays	124,600	143,100
Total	2,848,200	2,896,700
Cost of living raises	25,000	25,000
Aid to other governments	350,000	350,000
Transfers out	89,000	89,000
Ending Cash	165,100	165,100
Total expenditures & ending cash balance	3,686,000	3,729,500

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the request to close Goodyear Boulevard between Quince Street and Pine Street from the Sav-A-Life of the Pearl River Area Pregnancy Support Services for their annual "Walk for Life" to be held on May 11, 2002 from 7:00 a.m. to 12:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the request to close Goodyear Boulevard and 5th Avenue from Teague Street to Kirkwood Street and Teague Street and Kirkwood Street from Goodyear Boulevard to 5th Avenue for St. Charles Borromeo Catholic Church on Sunday, March 24, 2002 at 9:00 a.m. and 5:30 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the request for the closure of two lanes of Goodyear Boulevard from Magnolia Street to Quince Street for the St. Jude Bike-a-thon on April 27, 2002 from 9:00 a.m. to 12:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN RESOLUTION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign a resolution designating himself as the City's Agent to apply for assistance under the Disaster Relief Act of 1974, as required by MEMA. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PICAYUNE AND ST. PAUL'S EPISCOPAL CHURCH

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the Mayor to sign the following Memorandum of Understanding:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this, the 19th day of March 2002, by and between the City of Picayune, and St. Paul's Episcopal Church, Picayune, Mississippi.

RECITALS:

WHEREAS, the City of Picayune is a Mississippi Municipality operating as a Political Subdivision of the State of Mississippi;

WHEREAS, St. Paul's Episcopal Church, an Unincorporated Association, located in Picayune, Mississippi, Pearl River County, Mississippi, has and for many years owned property located at 1421 Goodyear Boulevard, Picayune, Mississippi.

WHEREAS, for the growth of the congregation of said Church, a necessity has arisen with respect to the expansion of the parking facilities of the subject Church.

WHEREAS, on March 5, 2002, the Church presented unto the City of Picayune, a Mississippi Municipality, a plan whereby to expand such parking.

WHEREAS, said plan for parking proposes to encroach no greater than seven (7) feet onto the City's right of way on and along the public street knows as Elmwood Street.

WHEREAS, it was agreed to between the Parties that such a plan is acceptable unto the City and that said Church may construct its parking as presented unto the City, however, that the City reserves its right and/or rights to utilize the City's portion of that right-of-way upon which the portion of the Church's parking lot shall encroach.

WHEREAS, it is accepted and agreed to between the City of Picayune and the Church to allow the Church to construct their parking lot and/or parking facilities as proposed, subject to the reservation by the City of any and all rights it has to utilize its right-of-way on and along Elmwood Street, and that further it is understood between the Parties that the City is not surrendering and/or relinquishing any rights to use said right-of-way in any fashion.

NOW THEREFORE, in and for the consideration of the approval of the subject plans of construction for parking facilities at St. Paul's Episcopal Church, it is hereby agreed between the Parties that such plans are approved and accepted by the City and that the City does hereby reserve unto itself the right to utilize its right-of-way on and along Elmwood Street for any and all purposes including but not necessarily limited to, the installation of sewer, water, natural gas, electrical and/or any other utility lines; and it is further agreed to between the Parties that the City of Picayune has not relinquished any and all rights of usage with respect to that portion of the right-of-way on and along Elmwood Street which the parking facilities of the Church may encroach. It is also agreed the City is not liable for damages which may occur to the church's parking facilities located within the right-of-way if the city utilizes said right-of-way.

Witness this our signatures, this the _____day of March, A.D., 2002.

CITY OF PICAYUNE

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

ST. PAUL'S EPISCOPAL CHURCH, AN UNINCORPORATED ASSOCIATION

_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER ADOPTION OF ORDINANCE VACATING OAK STREET

Motion was made by Councilmember Roberson, seconded by Councilmember Watts to approve the following ordinance vacating Oak Street:

ORDINANCE NO. _____

AN ORDINANCE TO CLOSE AND VACATE A PORTIN OF OAK STREET

Section 1. WHEREAS, the matter of closing of that portion of Oak Street, lying and being situated between the South Margin of Goodyear Boulevard and the North Margin of Williams Avenue, being further described as that portion of Oak Street lying and being situated between Block 71 and Block 72, Williams Goodyear Addition to the City of Picayune, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Pearl River County, Mississippi, was duly presented to the City of Picayune Planning Commission; and

WHEREAS, the City of Picayune Planning Commission, having been previously authorized and directed by the Mayor and Council to hold public hearings in such matters, and after due and proper legal notice, did conduct a public hearing on September 20, 2001, at the time and place specified; and

WHEREAS, the Official Minutes of such meeting have been received by the Mayor and Council; and

WHEREAS, after having considered the petition of First Baptist Church of Picayune, Inc., the owner of all land abutting that portion of Oak Street sought to be closed, which said abutting property owner voluntarily waived all claim for compensation, and after reviewing the renderings prepared by JH & H Architects, and after having heard from those appearing in favor of closing said portion of Oak Street and those opposed to closing said portion of Oak Street, the City of Picayune Planning Commission did make a finding that the portion of Oak Street above mentioned should be closed.

WHEREAS, the Mayor and Council did at their regular October 2, 2001, meeting unanimously adopt a resolution to close Oak Street contingent upon the negotiation of the relocation with First Baptist Church.

WHEREAS, the First Baptist Church of Picayune, Inc., has agreed to pay the cost of relocating utility lines located in the Oak Street right of way affected by this closure up to the sum of $34,000.00.

NOW THEREFORE, the Mayor and Council of the City of Picayune, having received the minutes of the City of Picayune Planning Commission finding that the said portion of Oak Street sought to be closed should be closed, and having heard from parties in favor of such closing and having heard from parties opposed to such closing, and finding that First Baptist Church has agreed to pay the cost of relocating utility lines located in Oak Street right of way affected by this closure up to the sum of $34,000.00, finds that the portion of Oak Street sought to be closed is not required for the public use or convenience and that it is for the public benefit or use that the portion of Oak Street lying and being situated between the South Margin of Goodyear Boulevard and the North Margin of Williams Avenue, being further described as that portion of Oak Street lying and being situated between Block 71 and Block 72, Williams Goodyear Addition to the City of Picayune, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Pearl River County, Mississippi, should be closed and vacated.

Be It Ordained by the Mayor and Council of the City of Picayune, Mississippi, that that portion of Oak Street hereinafter described be and the same is hereby closed and vacated, to-wit:

> That portion of Oak Street lying and being situated between the South Margin of Goodyear Boulevard and the North Margin of Williams Avenue, being further described as that portion of Oak Street lying and being situated between Block 71 and Block 72, Williams Goodyear Addition to the City of Picayune, Mississippi, as per map or plat thereof on file in the Office of the Chancery Clerk of Pearl River County, Mississippi

Section 2. **Severability, Conflict and Effective Date.**

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF PARTNERS FOR PEARL RIVER COUNTY

Stephen Surles, Executive Director of Partners for Pearl River County discussed with the council the possible formation of a Pearl River County Council of Governments. This would be a completely volunteer organization made up of elected officials that represent Pearl River County. This Council would consist of two representatives from the City of Picayune, two representatives from the City of Poplarville, two representatives from Pearl River County, State Representatives from Districts 93, 106, 108, State Senators from Districts 40 and 47, a Federal Representative and a Federal Senator. After some discussion it was the consensus of the council to take request under advisement.

After another brief discussion Mr. Surles requested that the City contribute $500.00 towards the purchase of equipment for the office of Partners for Pearl River County. Motion was made by Councilmember Bounds, seconded by Councilmember Guy to authorize the payment of $500.00 to Partners for Pearl River County as the City's share to help defray the expense of equipment for the office of Partners for Pearl River County. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF UTILITY CONNECTIONS OUTSIDE THE CITY LIMITS

After a brief review from Acting Director of Public Works, motion was made by Councilmember Roberson, seconded by Councilmember Guy, to take under advisement the request to either serve or not serve citizens outside of the city limits utility service until the April 16, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE TAX ABATEMENT ORDINANCE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to approve the following tax abatement ordinance:

ORDINANCE NO._____

AN ORDINANCE ESTABLISHING A TAX ABATEMENT PROGRAM FOR THE DOWNTOWN BUSINESS DISTRICT AND HISTORIC DISTRICTS OF THE CITY OF PICAYUNE

WHEREAS, Section 17-21-5 of the Mississippi Code Annotated grants "municipalities the authority to exempt from any or all municipal ad valorem taxes excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, for any renovations of and improvements to existing structures lying within a designated downtown business district or historic preservation district...", and

REGULAR MEETING DATED MARCH 19, 2002

WHEREAS, the Mayor and Council of the City of Picayune, Mississippi wish to stimulate private investment by providing for a tax abatement program by exempting from any and all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any renovations of and improvements to existing structures lying with the downtown business district or historic preservation districts as designated by Ordinance of the Mayor and Council of the City of Picayune, Mississippi, and

Printer error

2. Improvements to the exterior of buildings may be granted a tax abatement of four (4) years in length.

3. An abatement of six (6) years may be granted for repairs to the exterior of a building occupying a corner lot.

4. A tax abatement of four (4) years may be granted to projects which effect the repair of an improvement to the interior of a building.

5. An abatement of six (6) years may be granted if interior improvements place all usable floor space into service.

6. A tax abatement of seven (7) years may be granted for combined exterior and interior renovations if the cost of the improvements has exceeded ten thousand dollars ($10,000.00) or seventy percent (70%) of the building value, whichever is greater.

7. All projects receiving a tax abatement must reach full compliance with the city building code for the area of the building affected by the project.

8. The Main Street Design Committee must approve all exterior improvements before the project may receive a tax abatement.

Section 6. Application for Tax Abatement -- Finding.

The Building Official shall monitor the project for compliance with the terms of the Certificate of Appropriateness and all other appropriate City codes and ordinances. Upon final inspection of the project, and if the project is in compliance with such terms and other codes and ordinances of the City, the Building Official shall so notify the

Printer error

WHEREAS, the Mayor and Council of the City of Picayune, Mississippi wish to stimulate private investment by providing for a tax abatement program by exempting from any and all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any renovations of and improvements to existing structures lying with the downtown business district or historic preservation districts as designated by Ordinance of the Mayor and Council of the City of Picayune, Mississippi, and

WHEREAS, a certain area of the City of Picayune is designated as downtown commercial and residential district pursuant to Ordinance No. 753, of the City of Picayune, and certain areas of the City of Picayune to be designated historic preservation districts by the Mayor and Council of the City of Picayune, Mississippi; and

WHEREAS, it is the policy of the Mayor and Council of the City of Picayune, Mississippi to promote business, commerce and industry within the downtown business district and to promote historic preservation within the City's historic preservation

Printer error

REGULAR MEETING DATED MARCH 19, 2002

WHEREAS, the Mayor and Council of the City of Picayune, Mississippi wish to stimulate private investment by providing for a tax abatement program by exempting from any and all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any renovations of and improvements to existing structures lying with the downtown business district or historic preservation districts as designated by Ordinance of the Mayor and Council of the City of Picayune, Mississippi, and

WHEREAS, a certain area of the City of Picayune is designated as downtown commercial and residential district pursuant to Ordinance No. 753, of the City of Picayune, and certain areas of the City of Picayune to be designated historic preservation districts by the Mayor and Council of the City of Picayune, Mississippi; and

WHEREAS, it is the policy of the Mayor and Council of the City of Picayune, Mississippi to promote business, commerce and industry within the downtown business district and to promote historic preservation within the City's historic preservation districts; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:

Section 1. Title.

This ordinance shall hereby be entitled the "Downtown Commercial and Residential District Tax Abatement Ordinance" and shall hereafter be referred to and known under such title.

Section 2. Purpose.

There is hereby established a tax abatement program within those areas of the City of Picayune designated by Ordinance No. 753 of the Mayor and City Council as either Downtown Commercial and Residential District or as the Historic Picayune District for the promotion of business or for historic preservation, the application of which shall be pursuant to the requirements of this Ordinance.

Section 3. General.

The Mayor and City Council of the City of Picayune, Mississippi may, in their discretion, exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a period of not more than seven (7) years, any new renovations of and improvements to, existing structures lying within the areas designated by Ordinance of the Mayor and City Council of the City of Picayune as the Downtown Commercial and Residential District or Historic Picayune District but only in the event that such structures shall have been renovated or improved pursuant to the requirements set forth in this Ordinance.

Section 4 Application Procedures.

Any person or other entity seeking a tax abatement under the provisions of this Ordinance shall apply for a building permit and submit a written request for such exemption. Such letter of request shall accompany the application for a Certificate of Appropriateness for the desired construction, renovation or improvement. Copies of the request, certification and building permit shall be sent to the Main Street Board of Directors for review and action by its Design Committee. The request must include plans, photographs and any other materials that support the request. The Design Committee shall schedule a review of the proposed project at the next Main Street Board of Directors meeting, in accordance with its bylaws. The Design Committee shall review the application for a Certificate of Appropriateness on the basis of its merits for compliance with the Design Committee guidelines. The Main Street Board of Directors shall review the application for the requested abatement of taxes on the appraised value of renovations and/or improvements to such property for compliance with program guidelines. If the application is approved in light of the guidelines, it is approved and sent to the Mayor and City Council for approval. At this time, the Mayor and City Council shall approve or disapprove of the property tax abatement. The City Clerk shall then be notified of the approval such exemption.

Section 5. Formula for Determination of Tax Abatement.

The term "building value" in this formula shall represent the appraised (true) value of a property, minus the true value of the land, as shown on the records of the Pearl River County Tax Assessor.

1. The minimum project investment shall be five thousand dollars ($5,000.00), or thirty-five (35) percent of the building value, whichever is greater.

2. Improvements to the exterior of buildings may be granted a tax abatement of four (4) years in length.

3. An abatement of six (6) years may be granted for repairs to the exterior of a building occupying a corner lot.

4. A tax abatement of four (4) years may be granted to projects which effect the repair of an improvement to the interior of a building.

5. An abatement of six (6) years may be granted if interior improvements place all usable floor space into service.

6. A tax abatement of seven (7) years may be granted for combined exterior and interior renovations if the cost of the improvements has exceeded ten thousand dollars ($10,000.00) or seventy percent (70%) of the building value, whichever is greater.

7. All projects receiving a tax abatement must reach full compliance with the city building code for the area of the building affected by the project.

8. The Main Street Design Committee must approve all exterior improvements before the project may receive a tax abatement.

Section 6. Application for Tax Abatement — Finding.

The Building Official shall monitor the project for compliance with the terms of the Certificate of Appropriateness and all other appropriate City codes and ordinances. Upon final inspection of the project, and if the project is in compliance with such terms and other codes and ordinances of the City, the Building Official shall so notify the applicant and City Clerk in writing. The applicant shall then forward to the Pearl River county Tax Assessor detailed information as Tax assessor may require in order for the Tax Assessor to determine the increase in appraised (true) value of the structure performed under the application for tax abatement.

At such time as the Pearl River County Tax Assessor makes final determination of the increase in appraised (true) value as a result of the renovations of, and improvements to, the structure performed under the application for tax abatement, the applicant shall present proof of such determination in a form acceptable to the City Clerk.

Final approval of tax abatement shall be expressed in the form of a resolution by the Mayor and City Council of the City of Picayune, to exempt from any or all municipal ad valorem taxes, excluding ad valorem taxes for school district purposes, for a specific period, not to exceed seven (7) years, such new renovations of and improvements to existing structures in compliance with the Certificate of Appropriateness and all other appropriate City codes and ordinances for the purpose of the promotion of business, commerce, or industry if the property is located in the Downtown Commercial and Residential District or for the promotion of historic preservation if the property is located in a designated historic district.

Section 7. Application for Tax Abatement — Appeals.

Any person, firm or corporation aggrieved at the findings of the Mayor and City Council of the City of Picayune, Mississippi shall have the right to appeal from the findings of the Mayor and City Council in the form and manner and as required by the laws of Mississippi.

Section 8. Severability, Conflict and Effective Date.

Should any section, clause, paragraph, provision or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provisions of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

At this time Mayor Mitchell stepped out of the meeting.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 2210 MORRIS STREET

A public hearing on property cleanup was held for property located at 2210 Morris Street. The Grants Administrator reported that the cleanup had not been done and that the condition of the property constitutes a menace to the public health and safety of the area. Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the City to have the property cleaned and the cost charged against the property. The following roll call vote was taken:

VOTING YEA: Mayor ProTempore Guy, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Mitchell

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE MAYOR TO SIGN REVISED CAPS LOAN AGREEEMENT

Motion was made by Councilmember Roberson, seconded by Councilmember Parker to authorize the Mayor to sign the revised Capital Revolving Loan Agreement as follows:

CAPITAL IMPROVEMENTS REVOLVING LOAN PROGRAM

Loan Agreement and Promissory Note Modification

Applicant:	City of Picayune	Modification Number:	1
Loan Number:	9-297-CP-02	GMS Number:	294
Current:		**Revised:**	
Loan Amount	$269,850	Loan Amount:	$269,850.00
Interest Rate:	3%	Interest Rate:	3%
Terms:	240 months	Terms:	240 months
1st Payment Date:	See page 14 of loan agreement	1st Payment Date:	4-1-02

Justification for the change: The first payment will be due April 1, 2002, or 30 days after the completion of the project; whichever date comes first.

Please review the revisions to your loan documents and your new amortization schedule, then sign both copies, keep one for your records, and return the other one to our office no later than March 29, 2002.

_____ _____

Signature Date

Name: Gregory Mitchell

Title: Mayor

The following roll call vote was taken:

VOTING YEA: Mayor Protempore Guy, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Mitchell

The motion was declared carried.

CONSIDER CHANGE ORDER #2 FOR THE AIRPORT WATER, SANITARY, SEWER AND GAS IMPROVEMENTS CONTRACT WITH KANDUIT CONSTRUCTION

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve change order #2 for the Airport Water, Sanitary, Sewer and Gas Improvements contract with Kanduit Construction in the amount of $28,187.50. The new contract amount is $725,677.50. The following roll call vote was taken:

VOTING YEA: Mayor Protempore Guy, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Mitchell

The motion was declared carried.

At this time Councilmember Parker stepped out of meeting.

IN THE MATTER OF THE PICAYUNE HOUSING AUTHORITY GAS SYSTEM

Mrs. Mary Ellen Davis, Executive Director of the Picayune Housing Authority came before the council requesting that the city take over the gas distribution system at the Picayune Housing Authority. Motion was made by Councilmember Roberson, seconded by Councilmember Guy to take this request under advisement until the April 16, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Protempore Guy, Councilmembers Roberson, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Mitchell and Councilmember Parker

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Protempore Guy, Councilmembers Roberson, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Mayor Mitchell and Councilmember Parker

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

April 2, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, April 2, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Reginald Oliver, followed by the Pledge of Allegiance led by Councilmember Parker.

ORDER TO REMOVE ITEM FROM CONSENT AGENDA

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to remove item regarding consideration of request to place a mobile home in an A-1 zone located at 2313 Jackson Landing Road from the consent agenda and discuss later in meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated March 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Roberson, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

MS State Tax Commission	Utility	NTE	$ 6,000.00
City of Picayune, General	Utility	NTE	$ 52,000.00
CCHY	General		$ 6,000.00

PRIDE	General	$ 6,000.00
Partners for Pearl River Co.	Economic Dev.	$ 2,500.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO AUTHORIZE USE OF UNMARKED POLICE VEHICLES

Upon recommendation of the Police Chief, motion was made by Councilmember Roberson, seconded by Councilmember Parker, to authorize the following vehicles be listed as unmarked vehicles because identifying marks would hinder official investigation by the Police Department:

Vehicle #	Year/Make	VIN #	Tag #
201	1995 Oldsmobile	1G3AJ55MOS6405639	FRA273
208	1996 Ford	2FALP71W4TX156557	FRA265
210	1996 Mercury	1MELM62W3TH625194	FRA251
234	1996 Ford	1FALP71W2TX186978	FSB764
265	2001 Crown Vic	2FAFP71W71X180197	FSB766
266	2001 Crown Vic	2FAFP71W91X180198	FRA252

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST TO REPURCHASE CEMETERY PLOTS

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to authorize the repurchase of Lot 8, Block S, 8 plots in the Palestine 3rd Addition and issue a manual check in the amount of $1,200.00 to Mr. Banchero. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

REGULAR MEETING DATED APRIL 2, 2002

CONSIDER REQUEST TO REPURCHASE CEMETERY PLOTS

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to authorize the repurchase of Lot 18, Block W, 2 plots of the Palestine Cemetery and issue a manual check in the amount of $ 400.00 to Mrs. Harold Mitchell. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER SEMI-ANNUAL BID AWARD FOR SUPPLIES

Upon recommendation of the Purchasing Agent, motion was made by Councilmember Roberson, seconded by Councilmember Parker, to accept the low bids as listed below in response to the semi-annual bids for supplies for April 1, 2002 through September 31, 2002:

Diesel Oil #2 Series, 30W 12 qts/case	11.19	APG
Diesel Oil #2 Series, 30W 55 gallon	223.85	APG
Diesel Oil 15W-40, 55 gallon	220.59	Allison Oil
Transmission Fluid Dextron II 12 qts/cs	11.79	Allison Oil
Transmission Fluid Type F 12 12 qts/ cs	11.79	Allison Oil
Motor Oil 10W-30 HD 12 qts/cs	11.15	Allison Oil
Motor Oil 10W-30 HD 55 gallon	211.79	Allison Oil
Motor Oil 10W-40 HD 12 qts/cs	11.15	Allison Oil
Motor Oil 10W-40 HD 55 gallon	211.79	Allison Oil
Motor Oil 30W-ND 12 qts/cs	8.31	APG
Motor Oil 30W-ND 55 gallon	147.95	APG
Gear Oil, 90 wt. 55 gallon	169.40	APG
Chassis Grease tube 10/ctn	7.65	APG
Chassis Grease bulk 5 gallon	29.05	APG
Hydraulic Fluid TDH 5 gallon	13.80	APG
Hydraulic Fluid TDH 55 gallon	165.00	Allison Oil
Hydraulic Oil 68 55 gallon	137.95	Allison Oil
Chlorine in 150 lb. cylinder, including delivery to sewerage treatment plant	47.50	DPC Enterprises
Oxygen – Welding 244 c. ft. per cylinder	6.50	Nordan Smith
Acetylene – 100 cu. ft.	13.70	Nordan Smith
30 X 36 trash bags, 1.5 mill, black or brown, 52 per box or roll	3.18	DynaPak/Biloxi Paper
Concrete Pipe		
12" reinforced	10.00	Choctaw
15" reinforced	11.00	Choctaw
18" reinforced	12.00	Choctaw
21" reinforced	17.80	Choctaw
24" reinforced	21.60	Choctaw
27" reinforced	26.70	Choctaw
30" reinforced	30.00	Choctaw
36" reinforced	42.50	Choctaw
42" reinforced	53.00	Choctaw
48" reinforced	69.00	Choctaw
54" reinforced	84.80	Choctaw
60" reinforced	102.80	Choctaw
18" X 11" reinforced arch pipe	21.75	Choctaw
22" X 13" reinforced arch pipe	23.00	Choctaw

29" X 18" reinforced arch pipe	29.60	Choctaw
36" X 23" reinforced arch pipe	35.50	Choctaw
44" X 27" reinforced arch pipe	49.00	Choctaw
58" X 36" reinforced arch pipe	80.70	Choctaw
65" X 40" reinforced arch pipe	98.40	Choctaw
73" X 45" reinforced arch pipe	122.00	Choctaw
88" X 54" reinforced arch pipe	169.00	Choctaw
51" X 31" reinforced arch pipe	63.75	Choctaw
Concrete per yard 2,500 lb. mix	55.95	Huey Stockstill, Inc.
Concrete per yard 3,000 lb. mix	57.95	Huey Stockstill, Inc.
Concrete Manholes		
48" X 36' precast cone section	62.00	Choctaw
48" precast riser section	62.00	Choctaw
70" diam x 6" thick precast bottom	120.00	Choctaw
48" precast flat slab top	95.00	Choctaw
4" concrete adjusting ring	16.50	Choctaw
6" concrete adjusting ring	25.00	Choctaw
4" flexible coupling	32.00	Choctaw
6" flexible coupling	34.00	Choctaw
8" flexible coupling	38.00	Choctaw
10" flexible coupling	44.00	Choctaw
12" flexible coupling	46.00	Choctaw
Cast iron manhole ring and cover	186.00	Choctaw
Polyethylene Culvert Pipe (per foot)		
8" diameter smooth interior pipe	1.60	ADS
10" diameter smooth interior pipe	1.90	ADS
12" diameter smooth interior pipe	2.50	ADS
15" diameter smooth interior pipe	3.50	ADS
18" diameter smooth interior pipe	5.15	ADS
24" diameter smooth interior pipe	8.50	ADS
30" diameter smooth interior pipe	14.25	ADS
36" diameter smooth interior pipe	17.50	ADS
42" diameter smooth interior pipe	25.90	ADS
48" diameter smooth interior pipe	30.00	ADS

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO SET DATE FOR A PUBLIC HEARING ON PROPERTY CLEANUP FOR 501 SOUTH CURRAN AVENUE

Upon recommendation of the Grants Administrator, motion was made by Councilmember Roberson, seconded by Councilmember Parker, to set the date and time of May 21, 2002 at 6;00 p.m. for a property cleanup public hearing for 501 South Curran Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO SET DATE FOR A PUBLIC HEARING ON PROPERTY CLEANUP FOR 200 SOUTH GRAY

Upon recommendation of the Grants Administrator, motion was made by Councilmember Roberson, seconded by Councilmember Parker, to set the date and time of May 21, 2002 at 6:00 p.m. for a property cleanup public hearing for 200 South Gray. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER PROFESSIONAL ENGINEERING AGREEMENT

Motion was made by Councilmember Roberson, seconded by Councilmember Parker to approve and authorize the Mayor to sign the following engineering agreement by and between the City of Picayune and Hartman Engineering for engineering services relative to the city's water and wastewater infrastructure funded by the Corps of Engineers:

AGREEMENT TO FURNISH PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN THE CITY OF PICAYUNE, MISSISSIPPI (OWNER) AND HARTMAN ENGINEERING, INC. (ENGINEER)

As provided in this Agreement, ENGINEER will provide professional services relative to the City of Picayune Water and Wastewater Infrastructure Improvement including but not limited to the following:

SECTION 1. THE PROJECT

The OWNER hereby contracts with the ENGINEER to perform all necessary professional services in connection with the Project defined as follows:

Strategic planning and engineering design services related to Sewer Infiltration and Inflow Management Systems to consist of five tasks as described below. Tasks and scope of services will be as presented in the Corps of Engineers' (COE) Work Plan submitted by the City for FY 2002 and will be modified to include additional funding as it becomes available.

SECTION 2. SERVICES

The Engineer will implement a portion of the following tasks through FY 2002 funding. It is anticipated that future monies from COE will be used to implement additional parts of the following tasks, in addition to other tasks, which will be identified in future work plans. This contract is to be modified by amendment.

City of Picayune, through the FY 2002 funding of $685,000, will implement Task 1 through Task 5 of the following for Picayune's water and wastewater infrastructure improvements:

Task 1	Feasibility study
Task 2	Perform wastewater system modeling to prepare corrective action Plan

Task 3	Replace and upgrade older pump stations and force mains
Task 4	Develop CMOM (Capacity Management, Operation & Maintenance) requirements
Task 5	Design of short-term improvements for the oxidation pond

SECTION 3. DOCUMENTS

The ENGINEER shall furnish to the owner sufficient sets of drawings, specifications and contract documents for checking and approval at each review stage of the PROJECT and four (4) sets for the OWNER'S records after receipt of bids. The ENGINEER shall also furnish sufficient sets of plans, specifications and contract documents for the receipt of competitive bids and the construction of the project.

All Data collected by the ENGINEER and all documents, notes, drawings, tracings, and files shall remain the property of the ENGINEER except as otherwise provided in SECTION 10 of this Agreement. The ENGINEER shall furnish to the OWNER copies of any project documents requested by the OWNER.

The OWNER shall furnish without charge all standard plans and specifications and any other information which the OWNER now has in its files which may be of use to the ENGINEER.

The ENGINEER shall use the most current version of the standard forms of documents adopted and specified by the OWNER in the performance of the Design Phase and Bidding Phase of this contract. These documents include, but shall not be limited to, the Agreement, the General and Supplementary Conditions, the Invitation to Bid, the Instructions to Bidders, bid forms, and other related documents specified by the OWNER for a particular project. This obligation with respect to the OWNER's contract Documents is subject to the indemnity provisions contained in Section 12. Notwithstanding anything to the contrary in this Section 3 or in any other provision of this contract, none of the contract documents provided by the OWNER are or will become the property of the ENGINEER but shall remain the property of the OWNER to the extent the OWNER has a property interest therein. Unless the context otherwise requires, capitalized terms used in this paragraph with initial capitals shall have the meaning indicated for such terms in the OWNER's contract documents.

SECTION 4. SUPPLEMENTARY SERVICES:

The ENGINEER shall provide, when requested in writing by the OWNER, supplementary services not included in the basic services.

Such supplementary services shall include the following:

A. Soils investigations.
B. Laboratory inspection of materials and equipment.
C. Right-of-way, easement and property acquisition surveys, plats, maps and documents.
D. Any major revisions, for which the ENGINEER is not responsible, that are authorized by the OWNER after the completion and approval of either the preliminary or final plans and specifications.
E. Services concerning replacement of any work damaged by fire or other causes during construction.
F. Services made necessary by the default of the contractor in the performance of the construction contract.
G. Serving as an expert witness in connection with court proceedings.
H. Traffic Engineering.
I. Topographic Survey.
J. Preparation of Environmental Assessment documents and/or Environmental Permits.

The compensation to the ENGINEER for the above supplemental services, when performed by the ENGINEER's forces, shall be in the form of a lump sum which is mutually agreeable to the CITY and to the ENGINEER.

In each case, the work is to be initiated only upon receipt of a written work order from the OWNER's representatives which must include the scope of work and a maximum fee that can be charged.

K. Resident Inspection. The ENGINEER shall assign personnel, acceptable to the OWNER, at a fee acceptable to the OWNER. The fee shall be on the basis of the actual time of personnel used at the ten currently approved hourly rates.

All invoices submitted covering services rendered on an hourly basis shall include time sheets showing actual hours worked by each individual, their classifications and a brief description of the work performed. All other supplemental services shall be invoiced monthly according to percentage of work completed.

Payments to the ENGINEER for Supplementary Services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

SECTION 5. PROPERTY ASSESSMENT PROGRAMS:

(NOT APPLICABLE)

SECTION 6. BUDGET LIMITATION:

(NOT APPLICABLE)

SECTION 7. NOTICE TO PROCEED:

The Mayor through the City Manager and/or the Director of Planning and Development shall notify the ENGINEER in writing to undertake the services stated in SECTION 2, and the ENGINEER shall commence the services within ten (10) days after receipt of such notification.

If the OWNER desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the OWNER and the ENGINEER shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The ENGINEER will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

SECTION 8. PAYMENTS:

For all services outlined in Attachment A as Lump Sum (L.S.) the OWNER shall pay the Engineer a basic lump sum fee as presented. Payment for services shall be as itemized on Attachment A.

For each task in SECTION 2 and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the OWNER's representative which must include the scope of work and a maximum fee which can be charged. The maximum cumulative fee that can be charged for all work on this contract, including the work performed under SECTION 4, shall not exceed $685,000, unless increased by contract amendment approved by the City of Picayune Council.

SECTION 9. FUNDS:

(NOT APPLICABLE)

SECTION 10. TERMINATION OR SUSPENSION:

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEER have been made: but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in their contract.
4. In the event of the abandonment of the project by the OWNER.

This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, which ever event occurs first.

Upon termination the ENGINEER shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed.

Upon termination under Item 2 above, the ENGINEER shall deliver to the OWNER all original documents, notes, drawings, tracings, computer files, and files except the ENGINEER's personal and administrative files.

Should the OWNER desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice given by the OWNER in writing to that effect, and the work may be reinstated and resumed in full force and effect upon receipt from the OWNER of thirty (30) days notice in writing to that effect. ENGINEER shall receive no additional compensation.

SECTION 11, INSURANCE:

The ENGINEER shall secure and maintain at his expense such insurance that will protect him, and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the OWNER and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the City of Picayune, in writing, on all of the required coverages provided to the City of Picayune. All notices will name the ENGINEER, and identify the Council Resolution approving the terms of the contract. The OWNER may examine the policies.

A. **ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE ENGINEERS SHALL CONTAIN THE FOLLOWING CLAUSES:**
   1. The ENGINEER insurers will have no right of recovery or subrogation against the City of Picayune, it being the intention of the parties that the insurance policy so affected shall
      Protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
   2. The City of Picayune shall be named as additional insured as regards to automobile and general liability with respect to negligence by the ENGINEER [ISO Forms CG 20 10 (Form B)].
   3. The insurance companies issuing the policy or policies shall have no recourse against the City of Picayune for payment of any premiums or for assessments under any form of policy.
   4. Any and all deductible in the below described insurance policies shall be assumed by and be at the sole risk of the ENGINEER.

B. Prior to the execution of this agreement the ENGINEER, shall provide at its own expense, proof of the following insurance coverage required by the contract to the City of Picayune by insurance companies authorized to do business in the State of Mississippi. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VI. This requirement will be waived for worker's compensation coverage only for those ENGINEERS whose worker's compensation coverage is placed with companies who participate in the State of Mississippi Worker's Compensation Assigned Risk Pool or the Mississippi Worker's Compensation Corporation.

1. Worker's Compensation Insurance:
   As required by Mississippi State Statute exception; employer's liability shall be at least $1,000,000 per occurrence when work is to be over water and involves maritime exposures, otherwise this limit shall be no less than $500,000 per occurrence.
2. Commercial General Liability Insurance with a Combined Single Limit of at least $500,000.00 per Occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage, and indicate on the certificate of insurance the following:
   a) Premises – operations;
   b) Broad form contractual liability;
   c) Products and completed operations;
   d) Use of contractors and sub-contractors;
   e) Personal Injury;
   f) Broad form property damage;
   g) Explosion, collapse and underground [XCU] coverage.

   NOTE: On the certificate of insurance, under the description of operations, the following wording is required: "The aggregate loss limit applies to each project or a copy of ISO Form CG 25 03 [ed. 11-85 or latest form] shall be submitted."
3. Business Automobile Liability Insurance with a Combined Single Limit of $500,000 per Occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverage:
   a) Any automobiles;
   b) Owned automobiles;
   c) Hired automobiles;
   d) Non-owned automobiles;
   e) Uninsured motorist.
4. An umbrella policy or excess may be used to meet minimum requirements.
5. Owner's Protective Liability: The ENGINEER shall take out and maintain a policy of Owner's Protective Liability for the same limits of liability for bodily injury and property damage liability and conditions as provided herein above under "Comprehensive General Liability Insurance". The cost of this coverage is at the ENGINEER's expense
6. The ENGINEER shall also secure and maintain at his expense professional liability insurance in the sum of at least One Million Dollars ($1,000,000.00).

All policies of insurance shall meet the requirements of the OWNER prior to the commencing of any work. The OWNER has the right but not the duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the OWNER as to form or substance; or if a company issuing any such policy shall be or become unsatisfactory to the OWNER, the ENGINEER shall promptly obtain a new policy, submit the same to the OWNER for approval and submit a certificate thereof as provided above.

Upon failure of a ENGINEER to furnish, to deliver and maintain such insurance as above provided, this contract, at the election of the OWNER, may be forthwith declared

suspended, discontinued or terminated. Failure of the ENGINEER to take our and/or to maintain insurance shall not relieve the ENGINEER from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the ENGINEER concerning indemnification.

SECTION 12. GENERAL:

The ENGINEER shall, at all times during the term of this contract, maintain a valid Mississippi Engineering License.

The professional and technical adequacy and accuracy of designs, drawings, specifications, documents, and other work products furnished under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. Where OWNER must have work done by change order or addition resulting from an error or omission by the ENGINEER, ENGINEER shall provide, at no cost to OWNER, all professional services attributable to the change order. This is in addition to OWNER's right to recover from ENGINEER damages for ENGINEER's errors and omissions.

The ENGINEER shall indemnify and hold harmless the OWNER against any and all claims, demands, suits, costs, liabilities or judgements for sums of money, and fines or penalties asserted by any party, firm or organization for loss of life or injury or damages to person or property, growing out of, resulting from, or by reason of any negligent acts, errors, and/or omissions, by the ENGINEER, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by the ENGINEER under this AGREEMENT.

Further, ENGINEER hereby agrees to indemnify the OWNER for all reasonable expenses and attorney's fees incurred by or imposed upon the OWNER in connection therewith for any loss, damage, injury or other casualty pursuant to this section. ENGINEER further agrees to pay all reasonable expenses and attorneys' fees incurred by the OWNER in establishing the right to indemnity pursuant to the provisions of this section.

While in the performance of services or carrying out other obligations under this agreement, the ENGINEER shall be acting in the capacity of independent contractors and not as employees of the City. The City shall not be obliged to any person, firm, or corporation for any obligations of the ENGINEER arising from the performance of their services under this agreement. The ENGINEER shall be authorized to represent the City with respect to services being performed, dealings with other agencies, and administration and control of construction contracts as intended by the provisions of SECTION 2 hereof.

In the event that the ENGINEER modifies the OWNER's contract documents without the express prior written consent of the OWNER, whether such modification is made by the Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, the ENGINEER shall indemnify and hold harmless the OWNER from any claims, lawsuits, or damages that arise out of or are attributable to the modification. In particular, this shall include, but not be limited to, modification to any contract warranties; liquidated damages; payment terms; substantial or final completion; subsurface conditions; drawing requirements; "or-equal" materials; insurance; notice to proceed; change orders; contract amendments, obligations, duties, or responsibilities of the Contractor; etc. This indemnification and hold harmless obligation shall include not only the damages suffered by the OWNER but also all reasonable expenses including, but not limited to, any and all litigation or other dispute resolution costs and any and all professional fees incurred by the OWNER as a result of the ENGINEER's deviation from the OWNER's contract documents. Unless the context otherwise requires, capitalized terms used in this paragraph with initial

capitals shall have the meaning indicated for such terms in the OWNER's contract documents.

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona-fide employee working solely for the consultant, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability.

This agreement shall be binding upon the successors and assigns for the parties hereto. This agreement being for the personal services of the ENGINEER, shall not be assigned or subcontracted in whole or in part by the ENGINEER as to the services to be performed hereunder without the written consent of the OWNER.

This agreement represents the entire Agreement between OWNER and ENGINEER.

SECTION 13:

This agreement is executed in _____ originals. IN TESTIMONY WHEREOF, they have executed this agreement, the day and year first above written.

FOR THE CITY OF PICAYUNE
STATE OF MISSISSIPPI

WITNESSES

_____

_____ BY_____
Mr. Greg Mitchell, Mayor

ENGINEERING: HARTMAN ENGINEERING, INC.

WITNESSES

_____

_____ BY_____
Janet L. Evans, P.E., President

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to acknowledge receipt of the minutes of the Planning Commission dated March 21, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and

Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to accept the minutes of the Planning Commission dated February 21, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST FOR FRONT YARD VARIANCE

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to approve the request of Mrs. Debra Roberts Jones for a 11" front yard variance at 813 Herrin Drive. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST FOR CONDITIONAL USE

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to approve the request of Mr. Jimmy Ford to use the house located 1111 Goodyear Boulevard as an attorney's office. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR MOSQUITO SPRAY

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to authorize the purchasing agent to advertise for mosquito spray. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO ADOPT PROCLAMATION

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to adopt the following proclamation:

PROCLAMATION

WHEREAS, April is the month in which the Confederate States began and ended a four year struggle; and

WHEREAS, on Confederate Memorial Day, we recognize those who served in the Confederacy; and

WHEREAS, it is important for all Americans to reflect upon our nation's past, to gain insight from our mistakes and successes, and to come to a full understanding that the lessons learned yesterday and today will carry us through tomorrow if we carefully and earnestly strive to understand and appreciate our heritage and our opportunities which lie before use; and

NOW, THEREFORE, the Mayor and City Council of the City of Picayune, Mississippi, hereby proclaim the month of April 2002 as

CONFEDERATE HERITAGE MONTH

in the City of Picayune.

Approved this the 2nd day of April 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED: Councilmember Guy

The motion was declared carried.

ORDER TO APPROVE MONTHLY CLAIMS DOCKET

Motion was made by Councilmember Watts, seconded by Councilmember Guy, to approve the monthly claims docket for March 2002 in the total amount of $341,026.35. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCE SOF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to assist the Picayune DECA Chapter in traveling to Salt Lake City, Utah on April 19-24, 2002 for the International Career Development Conference, in the amount of $1,500.00 to advertise the resources of the City and to authorize the issuance of a manual check for the same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO TABLE ANY ACTION ON REQUEST TO APPROVE AMENDMENT TO TOWING ORDINANCE

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to table any action on request to approve amendment to the Towing Ordinance until April 16, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO TABLE APPOINTMENT TO PLANNING COMMISSION BOARD

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to table appointment to Planning Commission Board until May 7, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO PLACE MOBILE HOME IN A-1 ZONE

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the request of Roy Miller to place a mobile home at 2311 Jackson Landing Road, A-1 zone. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: Councilmember Roberson

The motion was declared carried.

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

Upon recommendation of the City Manager, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter executive session to discuss a matter of potential litigation. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of potential litigation.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Guy, seconded by Councilmember Bounds, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed a matter of potential litigation and took no action.

ORDER TO SET DATE FOR HEARING

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, to set the date and time of April 16, 2002 at 6:00 p.m. for a hearing on all tow truck drivers who have been suspended from the rotation list at the Police Department. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

April 16, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, April 16, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Kathy Watts, Leavern Guy and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. Arlis Grice of Goodyear Baptist Church, followed by the Pledge of Allegiance led by Councilmember Guy.

ORDER TO REMOVE ITEM FROM CONSENT AGENDA

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to remove item regarding advertising resources of the city from the consent agenda and discuss later in the meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the minutes of the Mayor and City Council dated April 2, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the issuance of the following manual checks:

Entex	Utility	$ 12,462.00
Gulfsouth Pipeline Co.	Utility	$ 15,466.07
UMC	Utility	$ 1,091.64
Miss. Municipal Workers' Comp Group	General, Utility Cemetery, Airport	$ 36,158.70

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the Federal Equitable Sharing Agreement valid thru September 30, 2005. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN T-HANGAR AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the following T-Hangar Agreement:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-HANGAR LEASE AGREEMENT made and entered into this, the 16th day of April 2002, by and between the City of Picayune, hereinafter referred to as "Lessor" and John and Sherry Propst, hereinafter referred to as the "Lessee", WITNESSETH:

For and in consideration of the rents, covenants and agreements hereinafter contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**

Lessor does hereby lease and let to Lessee T-Hangar No. 1A located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERM**

The term of this Agreement shall be month-to-month, with the term to begin on the 16th day of April 2002, and continue thereafter each month until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement

by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of $87.50 per month, in advance on the first day of each month, and said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Boulevard, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Rent may be changed from time to time by lessor upon thirty (30) days written notice to Lessee.

4. **REPAIR AND MAINTENANCE**

Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. No alterations, modifications or additions to the hangar shall be made by Lessee without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar hereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**

The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**

At its own expense, Lessee shall be responsible for the connection of electric services for the Hangar. Lessee shall pay as the same becomes due directly to the electricity provider. Failure to pay for such utilities will be considered a default under the terms of this lease. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of drop lights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

Lessor will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**

Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

13. **FORCE MAJEURE**

In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

14. **INSURANCE**

Lessee agrees to be responsible for maintaining liability insurance in an amount not less than $100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named as an insured and loss payee under the policy.

Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

15. **SURRENDER OF PREMISES**

Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear excepted.

16. **NOTICES**

Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to Lessor: Airport Manager
Picayune Municipal Airport
203 Goodyear Boulevard
Picayune, MS 39466

As to Lessee: John and Sherry Propst
1819 Hide-A-Way Lane
Carriere, MS 39426
(601) 749-8440

WITNESS the signatures of the parties hereto, this the _____day of

_____, _____.

LESSOR: CITY OF PICAYUNE

BY: _____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

LESSEE:_____

WITNESS:

_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN AGREEMENT WITH ALEXANDER, VAN LOON, SLOAN, LEVENS AND FAVRE, PLLC

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the following lease agreement for audit of the schedule of Tourism Tax receipts and expenditures:

April 8, 2002

Mayor and City Manager
City of Picayune, Mississippi
203 Goodyear Boulevard
Picayune, Mississippi 39466

We are pleased to confirm our understanding of the services we are to provide the City of Picayune, Mississippi.

We will audit the schedule of Tourism Tax receipts and expenditures of the City of Picayune, Mississippi for the years ended September 30, 2001, 2000 and 1999. The objective of our audits is the expression of an opinion as to whether your schedule of Tourism Tax receipts and expenditures is fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audits will be conducted in accordance with auditing standards generally accepted in the United States and will include tests of the accounting records of the City of Picayune, Mississippi and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audits or are unable to express an opinion, we may decline to express an opinion or may not issue a report as a result of this engagement.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. At the conclusion of our audits, we will also require certain written representations from you about the schedule of Tourism Tax receipts and expenditures and related matters.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of Tourism Tax receipts and expenditures; therefore, our audits will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audits to obtain reasonable assurance about whether the schedule of Tourism Tax receipts and expenditures is free of material misstatement. Because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that a material misstatement may exist and not detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the schedule of Tourism Tax receipts and expenditures. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any other illegal acts that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the periods covered by our audits and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

We understand that you will provide us with the basic information required for our audits and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria or assist in the development of the schedule of Tourism Tax receipts and expenditures, but the responsibility for the schedule remains with you. This responsibility includes the establishment and maintenance of adequate records and effective internal control over the schedule of Tourism Tax receipts and expenditures and the selection and application of accounting principles.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Our audits will include obtaining an understanding of internal control sufficient to plan the audit of the schedule of Tourism Tax receipts and expenditures and to determine the nature, timing, and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions, that is, significant deficiencies in the design or operation of internal control. However, during the audits, if we become aware of such reportable conditions or ways that we believe management practices can be improved, we will communicate them to you in a separate letter.

The workpapers for this engagement are the property of Alexander, Van Loon, Sloan, Levens & Favre, PLLC, and constitute, confidential information. However, we may be requested to make certain workpapers available to other agencies pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of our firm's personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the other agencies. Other agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

Our fee for these services will be at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We estimate that our fees for these services will range from $2,000 to $3,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audits. Unexpected circumstances can include numerous delays, fraud circumstances, which cause us to incur additional hours to investigate,

expand testing and report such, etc. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Picayune, Mississippi, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

/s/ Alexander, Van Loon, Sloan, Levens & Favre
Alexander, Van Loon, Sloan, Levens & Favre, PLLC
Certified Public Accounts

RESPONSE:

This letter correctly sets forth the understanding of the City of Picayune, Mississippi.

Officer signature:_____
Title:_____
Date:_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN CHANGE ORDER

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign change order #2 in the amount of $498.00 to the contract with Twin L Construction for the water pipe repair at Jerusalem Street and Memorial Boulevard. The new contract amount is $25,573.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to grant the request of Robinson Electric to close south Haugh Avenue from East Canal Street to Tate Street between the hours of 4:00 p.m. – 9:00 p.m. on May 2, 2002 for their 1st Annual Crawfish Boil. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the monthly budget reports for March 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the monthly Privilege License Report for the month of March 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORD REQUESTS

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the monthly Public Record Requests for the months of December 2001, January 2002, February 2002 and March 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF RETIRMENT DEVELOPMENT ACTIVITIES REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the Retirement Development Activities Report for the month of March 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF PARTNERS FOR PEARL RIVER COUNTY MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the Partners for Pearl River County minutes dated March 4, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER ADOPTION OF RESOLUTION COMMENDING THE PICAYUNE MEMORIAL HIGH SCHOOL BASKETBALL TEAM

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, adopt the following resolution commending the Picayune Memorial High School Basketball Team:

RESOLUTION

A RESOLUTION COMMENDING THE PICAYUNE MEMORIAL HIGH SCHOOL MAROON TIDE BASKETBALL TEAM

WHEREAS, the Picayune Memorial High School Maroon Tide Basketball Team has accumulated a highly impressive record of 36-2 overall, winning the 7-4A District Championship, the South State Championship, and State Runner-up and

WHEREAS, the Maroon Tide Basketball Team, through determination, dedication and hard work, have won their respective division, and

WHEREAS, the Maroon Tide Basketball Team, Head Coach Dean Shaw, and his assistant coaches have shown an attitude of inspired determination and have represented the Picayune Memorial High School and the City of Picayune in a true spirit of sportsmanship, and

WHEREAS, the Maroon Tide Basketball Team is enthusiastically supported by the coaches, school officials, city officials and thousands of loyal fans,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Picayune that the Picayune Memorial High School Maroon Tide Basketball

Team and their Coaches are to be highly commended for their efforts and undaunted determination in achieving their impressive record for the 2002 season.

Adopted this the 16th day of April 2002.

Greg Mitchell, Mayor	*Lucian Roberson, Councilmember*
Donald Parker, Councilmember	*Kathy Watts, Councilmember*
Leavern Guy, Councilmember	*Jerry Bounds, Councilmember*

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to purchase a full page ad in the All-Star Basketball Program in the amount of $ 160.00 (Bryant Griffith) and to purchase a full page ad in the Mississippi/Alabama Basketball Program in the amount of $ 160.00 (Jerry Scott Smith) to advertise the resources of the City and authorize the issuance of manual checks.

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO GO ON RECORD THAT CITY WILL NOT HOOK-UP ANY UTILITIES TO ANYONE OUTSIDE THE CITY LIMITS

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to go on record that the City of Picayune will not hook-up any utilities to anyone outside the limits, unless there are circumstances that would warrant and then the request will have to come before the Mayor and Council. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN SPECIAL MATCH CREDIT PROGRAM

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the Mayor to sign the Local Public Agency Projects Special Match Credit Program with the Mississippi Department of Transportation on the Memorial Boulevard Project from Bales Avenue to Highway 11 South. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE FRIENDSHIP PARK RENOVATIONS AND AUTHORIZE TO BID FOR BEGINNING OF IMPROVEMENTS

After some discussion, motion was made by Councilmember Roberson, seconded by Councilmember Guy, to approve the plans for the Friendship Park renovations and authorize the City Manager to proceed with bids of first phase. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

ABSENT AND NOT VOTING: Councilmember Parker

VOTING NAY: None

The motion was declared carried.

At this time Councilmember Guy left meeting.

CONSIDER ADOPTION OF RESOLUTION DIRECTING THE MAYOR TO SIGN DOCUMENTS IN CONNECTION WITH THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to adopt the following resolution authorizing the Mayor to sign documents in connection with the Drinking Water Systems Improvements Revolving Loan Fund Program:

RESOLUTION
NAMING AUTHORIZED REPRESENTATIVE AND
AUTHORIZING THE LOAN APPLICATION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTIOON WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING MAYOR GREG

MITCHELL AS THE AUTHORIZED REPRESENTATIVE FOR THE CITY OF PICAYUNE

WHEREAS, the City of Picayune is making application for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board; and

WHEREAS, in order to apply for such a loan, the City of Picayune must submit a DWSIRLF Loan application package in compliance with DWSIRFL Program Regulations; and

WHEREAS, such regulations require that the City of Picayune provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED by the City of Picayune:

SECTION 1: That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program Project DWI-H280065-01.

SECTION 2: That Greg Mitchell is authorized to execute and file an application for a DWSIRLF loan on behalf of the City of Picayune with full authority to execute all documents pertaining to the project.

SECTION 3: That Mayor Greg Mitchell is hereby authorized to be the authorized representative of the project.

Adopted this the 16th day of April 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

CONSIDER ADOPTION OF ORDINANCE

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to adopt the following ordinance amending the cross connection ordinance:

ORDINANCE NO._____

AN ORDINANCE AMENDINING ORDINANCE NO. 723, AN ORDINANCE TO ADOPT A CROSS CONNECTION CONTROL PROGRAM RELATED TO THE

REGULAR MEETING DATED APRIL 16, 2002

WATER SYSTEM OF THE CITY OF PICAYUNE, SECTION 5. VIOLATION AND PENALTIES, TO INCLUDE SECTION 5.03, ENFORCEMENT ACTIONS

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled, that Ordinance No. 723 shall be amended to include Section 5.03, Enforcement Actions as follows:

Section 1. That Section 5. Violation and Penalties shall be amended as follows:

5.03 Enforcement Action.

In the event the customer refuses to comply with the cross connection control provisions of this regulation, the public water system shall discontinue water service to the customer until such time as the customer complies with this regulation.

Section 2. Severability, Conflict and Effective Date.

Should any section, clause, paragraph, provision or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not effect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective 30 days from its passage and upon completion of the requirements specified in Section 21-31-11, Mississippi Code of 1972, as amended.

Approved and adopted on this the 16th day of April 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

CONSIDER BID AWARD ON STREET STRIPING

Motion was made by Councilmember Bounds, seconded by Councilmember Watts, to accept the low bid of $11,378.00 from J.L. McCool for the street striping project (North and South Beech Street, East Canal Street from Green to Highway 43

South, Martin Luther King, Jr. Boulevard, and curve area on South Blanks). The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: *Councilmembers Parker and Guy*

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUESTS FOR ANNEXATION

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds to accept requests for annexation from Jon Pearson and Mark Gibson. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 121 5TH STREET

A public hearing on property cleanup for property located at 121 5th Street and owned by Lawrence W. Haik was scheduled for this date. The Grants Administrator has requested that an extension be given for public hearing until May 21, 2002. Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to extend the date for public hearing for property located at 121 5th Street owned by Lawrence W. Haik until May 21, 2002 at 6:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

PUBLIC HEARING ON PROPERTY CLEANUP FOR WEST END OF CHIMNEY SQUARE ON THE CORNER OF GOODYEAR BOULEVARD AND TEAGUE STREET

A public hearing on property cleanup for property located on the West end of Chimney Square on the corner of Goodyear Boulevard and Teague Street was scheduled for this date. The Grants Administrator informed the council that the property in question has been cleaned. No action was taken.

CONSIDER CITY'S REQUEST FOR REIMBURSEMENT OF FEMA FEDERAL AND STATE SHARE OF DISASTER ASSISTANCE PROGRAM 1251-DR-MS

Motion was made by Councilmember Watts, seconded by Councilmember Roberson, to authorize the Mayor to sign the reimbursement requests from the FEMA

Federal and State Share of Disaster Assistance Program 1251-DR-MS for a total amount of $ 16,327.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN CHANGE ORDER

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to approve change order #3 in the amount of $6,695.56 and increase contract time by 30 days with Kanduit Construction Co. for the Airport Water, Sanitary, Sewer and Gas Improvements contract. The new contract total is $732.373.04. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN CHANGE ORDER

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve change order #4 in the amount of $30,600.00 with Kanduit Construction Co. for the Airport Water, Sanitary, Sewer and Gas Improvements contract. The new contract total is $ 762,973.04. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

HEARING FOR TOW TRUCK DRIVERS

1. Don's Wrecker Service – Mrs. Gloria Osbourn, 3626 Hwy 43 North
   Suspended for no insurance and overcharge
   Mrs. Osbourn stated that she had her insurance reinstated and that the overcharge was an error by the tow truck driver and the driver no longer worked for her company. Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to reinstate Don's Wrecker Service if the service paid back to the customer the amount overcharged. The following roll call vote was taken:

   VOTING YEA: Mayor Mitchell, Councilmembers Roberson and Bounds

   VOTING NAY: Councilmember Watts

   ABSENT AND NOT VOTING: Councilmembers Parker and Guy

Motion did not carry.

2. 4U2C – Jeff Ulmer, 174 Richardson Ozona Road
Suspended for overcharge and use of another company's tow truck
Mr. Ulmer stated that he used his brother's truck and affixed a magnetic sign with his company's name on it. Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to uphold the suspension. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

The motion was declared carried.

3. Buddy's Wrecker Service – Ronette Carter, #4 Carter Lane
Suspended for no on hook insurance
Mrs. Carter stated that they were not able to acquire on hook insurance. Motion was made by Councilmember Roberson, seconded by Councilmember Bounds to up hold the suspension until they were able to provide proof of on hook insurance. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

The motion was declared carried.

4. Lee's Wrecker Service was not present for hearing

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

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter executive session to discuss a personnel matter and a contractual matter. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a personnel matter and a contractual matter.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Roberson, seconded by Councilmember Watts, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session the Council discussed a personnel matter took no action.

ORDER TO ACCEPT REQUEST FROM PICAYUNE HOUSING AUTHORITY UNDER ADVISEMENT

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to take request from the Picayune Housing Authority for the City to assume responsibility of the Housing Authorities gas system under advisement. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, and Bounds

ABSENT AND NOT VOTING: Councilmembers Parker and Guy

VOTING NAY: None

The motion was declared carried.

At this time Councilmember Guy returned to meeting.

CONSIDER REQUEST TO OBLIGATE CITY'S SHARE OF FUNDS

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve obligation of City's share of funds during FY 2002 program year for the city's portion of the Water and Wastewater Infrastructure Improvements in the total amount of $160,000 with the first increment of approximately $11,250 due July 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

ORDER TO RECESS

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to recess until April 23, 2002 at 5:30 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

April 23, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, April 23, 2002, at 5:30 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy and Jerry Bounds, and City Manager J.P. Burns, Jr.

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

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

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter executive session to discuss a personnel matter. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a personnel matter.

ORDER TO APPOINT CITY CLERK

After interviewing, motion was made by Councilmember Bounds, seconded by Councilmember Watts, to appoint Nicole I. Dagnall as City Clerk at an annual salary of $40,000. The following roll call vote was taken:

RECESSED MEETING DATED APRIL 23, 2002

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Bounds, seconded by Councilmember Parker, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session the Mayor and Council appointed Nicole L. Dagnall as City Clerk.

ORDER TO ADJOURN

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

May 7, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, May 7, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J.P. Burns, Jr., Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. Bobby Daly of Weems Chapel Baptist Church, followed by the Pledge of Allegiance led by Councilmember Roberson.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the minutes of the Mayor and City Council dated April 16, 2002 and April 23, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the issuance of the following manual checks:

Ms. State Tax Commission	Utility	NTE	$ 6,000.00
City of Picayune, General	Utility	NTE	$ 52,000.00
City of Picayune, Federal Law Enforcement Block Grant IV	General		$ 20.00
City of Picayune, Federal Law Enforcement Block Grant VI	General		$ 1,132.00
Kanduit Construction, Inc.	Airport		$103,876.72
Ms. Development Authority	Airport		$ 1,496.57
Ms. Development Authority	Airport		$ 23,963.97

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO ADOPT PROCLAMATION – KNIGHTS OF COLUMBUS

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to adopt the following proclamation:

PROCLAMATION

WHEREAS, the Knights of Columbus has been in existence in the City of Picayune since 1976, and

WHEREAS, since their inception they have been totally dedicated to Charity, Unity, Fraternity and Patriotism, and

WHEREAS, the Picayune Knights of Columbus have adopted Mental Health as a project for special concern and assistance, and

WHEREAS, in furtherance of this endeavor, other Councils will join in an annual Tootsie Roll Sale, and

WHEREAS, the proceeds resulting from this sale will be donated to community non-profit agencies serving the mentally handicapped in the City of Picayune and Mississippi.

NOW, THEREFORE, the Mayor and City Council of the City of Picayune, Mississippi, by virtue of authority proclaim the week of May 13, 2002 through May 18, 2002 as

"KNIGHTS OF COLUMBUS DAYS TO HELP MENTALLY HANDICAPPED"

in the City of Picayune, and urge all citizens to take cognizance of this special week and participate in the purchase of Tootsie Rolls to aid this most worthy cause.

IN WITNESS WHEREOF, this the 7th day of May 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

ORDER TO ADOPT PROCLAMATION – TEEN PREGNANCY PREVENTION AWARENESS MONTH

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to adopt the following proclamation:

PROCLAMATION

WHEREAS, the month of May is being observed as Teen Pregnancy Prevention Awareness month in PICAYUNE, recognizing the cost to children, adolescents, and society when teenage pregnancy occurs; and

WHEREAS, the most recent statistics reveal that there were, 140 infants born to teenage mothers in Pearl River County; and

WHEREAS, our community is concerned about the impact of teenage pregnancy including high rates of illness, disability and developmental problems to infants born to teen parents; and

WHEREAS, it takes a whole community to prevent teenage pregnancy including families, schools, churches, organizations, employers, healthcare providers and government,

NOW, THEREFORE, the Mayor and City Council of the City of Picayune do hereby proclaim the month of May 2002 as

TEEN PREGNANCY PREVENTION AWARENESS MONTH

in our city and I urge all citizens to take due note of this observance and to join the effort to reduce teenage pregnancy.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN AGREEMENT – JUNIOR AUXILIARY

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the following agreement with the Junior Auxiliary of Picayune for the SON Room:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PICAYUNE AND THE JUNIOR AUXILIARY OF PICAYUNE

The City of Picayune and the Junior Auxiliary of Picayune agree to the following conditions pertaining to the use of a portion of the City-owned former Armory Building for their SON Room:

That portion of the City Owned Former Armory Building to be used for the SON Room is the detached room located behind the main building.

The CITY agrees to provide or permit the following on the premises of the former Armory Building:

1. Junior Auxiliary may place equipment within the Armory only for the purpose of storage of the donated articles of clothing and/or shoes, etc. Junior Auxiliary must receive written approval from the City Manager to place any items on site that are not related to the SON Room.
2. Junior Auxiliary shall use the armory only for activities related to the SON Room. Junior Auxiliary must receive written approval from the City Manager to organize activities other than the SON Room on this site.
3. The City will provide water, sewer, gas and electricity to the Armory building for use by the tenants.
4. The City shall be responsible for all repairs to the facility other than routine maintenance related to the organization's project.
5. The City will make regularly scheduled monthly inspections of the premises to insure safety and compliance with building codes and compliance with this agreement.
6. The City will have the authority to make unscheduled inspections of the premises.
7. The City will maintain the plumbing and electrical fixtures within the building.
8. The City will maintain the air conditioning and heating for the facility.
9. The City will maintain the roof, walls, foundations, windows, doors, heating and cooling equipment.

JUNIOR AUXILIARY OF PICAYUNE will:

1. Use the facility only for the SON Room project.
2. Maintain the building to standard building codes, informing the City of regular maintenance and a regular cleaning schedule, and will notify the City of any maintenance problems.
3. Keep the area used by the organization clean.
4. Provide keys to all locks within the building. Junior Auxiliary must have written permission from the City Manager to change locks located within the facility.
5. Provide proof of insurance for contents and liability within the building.
6. Provide proof of non-profit status.
7. Provide adequate supervision at all times when the facilities are in use.
8. When requested by the City, render to the City all accounting of all sums received and disbursed in connection with projects undertaken.
9. Not sublease any portion of the said premises.
10. Give services to the citizens of Picayune and Pearl River County relating to providing clothing, shoes, toiletries, etc. to needy individuals and families. These services shall constitute rental payments equal to the rental value of the rooms used by Junior Auxiliary.

Junior Auxiliary shall be solely responsible and answerable for damages, any and all accidents or injuries to persons (including death) and to property. Junior Auxiliary, as part of the consideration for leasing or otherwise using the former Armory Building, agrees to assume full responsibility and liability, and shall indemnify and hold harmless the City of Picayune against and from any and all claims, demands, actions, rights of action, liabilities, losses, judgements, costs, expenses, and attorney fees which shall or may arise by virtue of anything done or omitted to be done by Junior Auxiliary, including through or by its agents, employees, guests, invitees, or other representatives arising out of, claimed on account of, or any manner predicted upon the use of said facility. Junior Auxiliary further agrees to assume full responsibility and liability for, and to indemnify the City of Picayune against and from any and all risk of loss of theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group of members thereof, or any third party which in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Picayune, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorney fees.

Junior Auxiliary hereby agrees to comply strictly with all ordinances of the City of Picayune, Mississippi and the laws of the State of Mississippi while performing under the terms of this contract. Junior Auxiliary agrees that upon violation of any covenants and agreements herein contained, on account of any act of omission of commission of Junior Auxiliary, the City may, at its option, terminate and/or cancel this contract.

Junior Auxiliary agrees to comply with the Title of the Civil Rights Act of 1964, assuring that no person will be excluded from participation in or be denied benefits of referral services under the terms of this contract or otherwise subjected to discrimination on the ground of race, sex, color, national origin or handicap.

Notwithstanding any of the other provisions contained in this contract, the City of Picayune shall maintain the right to terminate this contract upon proper notice which shall be in writing and shall be provided to Junior Auxiliary at least thirty (30) days prior to the intended date of cancellation.

This lease will be in effect from June 1, 2002 to May 31, 2003.

Signed and dated_____.

Junior Auxiliary of Picayune | For the City of Picayune

_____ | _____

President | Mayor

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN AGREEMENT – CIVIC WOMAN'S CLUB OF PICAYUNE

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the following agreement with the Civic Woman's Club of Picayune:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PICAYUNE AND CIVIC WOMAN'S CLUB OF PICAYUNE

The City of Picayune and Civic Woman's Club of Picayune agree to the following conditions pertaining to the use of a portion of the City-owned former Armory Building for Cinderella's Closet:

That portion of the City Owned Former Armory Building to be used for Cinderella's Closet is the room on the left when you enter the front of the building.
The CITY agrees to provide or permit the following on the premises of the former Armory Building:

10. Civic Woman's Club of Picayune may place equipment within the Armory only for the purpose of storage of the donated articles of clothing and/or shoes, etc. Civic Woman's Club of Picayune must receive written approval from the City Manager to place any items on site that are not related to Cinderella's Closet.
11. Civic Woman's Club of Picayune shall use the armory only for activities related to Cinderella's Closet. Civic Woman's Club of Picayune must receive written approval from the City Manager to organize activities other than Cinderella's Closet on this site.
12. The City will provide water, sewer, gas and electricity to the Armory building for use by the tenants.
13. The City shall be responsible for all repairs to the facility other than routine maintenance related to the organization's project.
14. The City will make regularly scheduled monthly inspections of the premises to insure safety and compliance with building codes and compliance with this agreement.
15. The City will have the authority to make unscheduled inspections of the premises.
16. The City will maintain the plumbing and electrical fixtures within the building.
17. The City will maintain the air conditioning and heating for the facility.
18. The City will maintain the roof, walls, foundations, windows, doors, heating and cooling equipment.

CIVIC WOMAN'S CLUB OF PICAYUNE will:

11. Use the facility only for the Cinderella's Closet project.
12. Maintain the building to standard building codes, informing the City of regular maintenance and a regular cleaning schedule, and will notify the City of any maintenance problems.
13. Keep the area used by the organization cleaned.
14. Provide keys to all locks within the building. Civic Woman's Club must have written permission from the City Manager to change locks located within the facility.
15. Provide proof of insurance for contents and liability within the building.
16. Provide proof of non-profit status.
17. Not have access to the main hall being used by Mr. Young for gymnastics activities, except for members and guests.
18. Provide adequate supervision at all times when the facilities are in use.

19. When requested by the City, render to the City all accounting of all sums received and disbursed in connection with projects undertaken.
20. Not sublease any portion of the said premises.
21. Give services to the citizens of Picayune and Pearl River County relating to providing clothing, shoes, toiletries, etc. to needy individuals and families. These services shall constitute rental payments equal to the rental value of the rooms used by Civic Woman's Club of Picayune.

Civic Woman's Club of Picayune shall be solely responsible and answerable for damages, any and all accidents or injuries to persons (including death) and to property. Civic Woman's Club of Picayune, as part of the consideration for leasing or otherwise using the former Armory Building, agrees to assume full responsibility and liability, and shall indemnify and hold harmless the City of Picayune against and from any and all claims, demands, actions, rights of action, liabilities, losses, judgements, costs, expenses, and attorney fees which shall or may arise by virtue of anything done or omitted to be done by Civic Woman's Club of Picayune, including through or by its agents, employees, guests, invitees, or other representatives arising out of, claimed on account of, or any manner predicted upon the use of said facility. Civic Woman's Club of Picayune further agrees to assume full responsibility and liability for, and to indemnify the City of Picayune against and from any and all risk of loss of theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group of members thereof, or any third party which in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said organization or group agrees to indemnify and hold the City of Picayune, its agents and servants, and employees harmless from and against all claims and expenses for same, including attorney fees.

Civic Woman's Club of Picayune hereby agrees to comply strictly with all ordinances of the City of Picayune, Mississippi and the laws of the State of Mississippi while performing under the terms of this contract. Civic Woman's Club of Picayune agrees that upon violation of any covenants and agreements herein contained, on account of any act of omission of commission of Civic Woman's Club of Picayune, the City may, at its option, terminate and/or cancel this contract.

Civic Woman's Club agrees to comply with the Title of the Civil Rights Act of 1964, assuring that no person will be excluded from participation in or be denied benefits of referral services under the terms of this contract or otherwise subjected to discrimination on the ground of race, sex, color, national origin or handicap.

Notwithstanding any of the other provisions contained in this contract, the City of Picayune shall maintain the right to terminate this contract upon proper notice which shall be in writing and shall be provided to Civic Woman's Club of Picayune at least thirty (30) days prior to the intended date of cancellation.

This lease will be in effect from June 1, 2002 to May 31, 2003.

Signed and dated_____.

Civic Woman's Club of Picayune	For the City of Picayune
_____	_____
President	Mayor

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE TRAVEL

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor, Council, City Manager and Deputy City Clerk to attend the annual Mississippi Municipal League Conference in Biloxi on June 23, 2002 through June 27, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF HOMETOWN MISSISSIPPI RETIREMENT QUARTERLY REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of Hometown Mississippi Retirement quarterly report for the period of January 1, 2002 through March 31, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign a quitclaim deed in the name of Dale Lee for 1998 taxes, parcel #518-623-000-00-001-37. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

REGULAR MEETING DATED MAY 7, 2002

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the request for street closure of West Canal Street at Main Street to Quince Street, Williams Avenue from Rester Street to Quince Street; Quince Street from Williams Avenue to West Canal Street; Rester Street from alley to West Canal Street for the observance of Preservation Day, May 18, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO APPROVE PROCLAMATION – NATIONAL HISTORIC PRESERVATION WEEK

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the following proclamation:

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "Preserving the Spirit of Place" is the theme for National Historic Preservation Week 2002, cosponsored by Picayune Main Street, Inc., in Picayune and the National Trust for Historic Preservation.

NOW, THEREFORE, I, Greg Mitchell, Mayor of the City of Picayune, do proclaim May 12 – 18, 2002, as NATIONAL HISTORIC PRESERVATION WEEK, and May 18, 2002 as Preservation Day in the City of Picayune and call upon the people of Picayune to join their fellow citizens across the United States in recognizing and participating in this special observance.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISISON

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to accept the minutes of the Planning Commission dated march 21, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE PLANNING COMMISISON MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the Planning Commission minutes dated April 18, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST FOR REZONING

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the rezoning of property located just east of the Wal-Mart Center from A-1 to C-3 and to approve the following ordinance:

ORDINANCE NO._____

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM A-1, AGRICULTURE DISTRICT, TO C-3, HIGHWAY COMMERCIAL DISTRICT.

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

Section 1. That the following A-1, Agriculture District, described property shall be rezoned to C-3, Highway Commercial District:

Commencing at the Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 23, Township 6 South, Range 17 West, Pearl

River County, Mississippi; thence South 60 degrees 59 minutes 28 seconds East 779.45 feet to a point of beginning; thence North 29 degrees 00 minutes 32 seconds East 1337.56 feet; thence South 1529.44 feet; thence North 60 degrees 59 minutes 28 seconds West 741.69 feet to the point of beginning. This parcel containing 11.39 acres and being a part of the Northwest Quarter of Section 24, Township 6 South, Range 17 West, Pearl River County, Mississippi.

Section 2. Severability, Conflict and Effective Date

Should any section, clause, paragraph, provision or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972, as amended.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER APPROVAL OF FINAL PLAT FOR ALISON LANDING SUBDIVISION

Upon recommendation from the Planning Commission, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the final plat for Alison Landing Subdivision located on Williamsburg Road. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO AWARD BID FOR LOT 12 WESTSIDE REDEVELOPMENT AREA

Upon recommendation of the Community Development Director, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to award the bid to Bessie Means for Lot 12 Westside Redevelopment Area and authorize the Mayor to sign the deed. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO AWARD BID FOR LOT 13 WESTSIDE REDEVELOPMENT AREA

Upon recommendation of the Community Development Director, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to award the bid to Lawanda Graves for Lot 13 Westside Redevelopment Area and authorize the Mayor to sign the deed. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the docket for the month of April 2002 in the amount of $671,026.88. The following roll call vote was taken.

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to purchase a full page ad in the amount of $160.00 in the Mississippi All-Star Football Program (Cody Stogner) to advertise the resources of the city and authorize the issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to assist the Picayune School District/FBLA Club in the amount of $1,000.00 to advertise the resources of the city and authorize the issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

IN THE MATTER OF TOWING ORDINANCE

After review and discussion of the amendments to the Towing Ordinance, motion was made by Councilmember Guy, seconded by Councilmember Watts, to table action on the ordinance until the May 21, 2002 meeting, allowing time for the Councilmembers and attorney to make changes and/or corrections. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO APPOINT PLANNING COMMISISON MEMBER

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to appoint Paul Reese to the Planning Commission to fill an unexpired term to end September 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO APPROVE STP PROJECTS FOR FISCAL YEARS 2003-2005

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to table action on approval of STP Projects for Fiscal Years 2003-2005 until the May 21, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN AGREEMENT FOR ENGINEERING SERVICES FOR CONSTRUCTION OF AN AUTOMATED WEATHER OBSERVATION SYSTEM AT THE AIRPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the following agreement with Allen & Hoshall Engineering for services for construction of an automated weather observation system as the airport:

AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an agreement made as of May 7, 2002, Between City of Picayune, Mississippi ("OWNER") and Allen & Hoshall ("ENGINEER")

OWNER intends to construct an Automated Weather Observation System (AWOS) (the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect tot he Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER'S written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written and run for a duration of three years.

SECTION 1 – GENERAL

1.1 Standard of Care.

ENGINEER shall perform for or furnish to OWNER professional engineering and related services in all phases of the Project to which this Agreement applies as hereinafter provided. ENGINEER shall serve as OWNER'S prime design professional and engineering representative for the Project providing professional engineering consultation and advice with respect thereto. ENGINEER may employ such ENGINEER'S Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. ENGINEER shall not be required to employ any ENGINEER'S Consultant unacceptable to ENGINEER. OWNER shall have the right to disapprove any of ENGINEER'S Consultants.

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER'S profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

1.2 Coordination with Other Documents

It is the intention of the parties that the FAA General Provisions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the General Conditions will be used in this Agreement as defined in the General Conditions. The term "defective" will be used in this Agreement as defined in the General Conditions.

1.3 Definitions

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.3.1 *Additional Services.* Additional Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 3 of this Agreement.

1.3.2 *Agreement.* Agreement means this Standard Form of Agreement between OWNER and ENGINEER for Professional Services including those exhibits listed in Section 9 of this Agreement.

1.3.3 *Basic Services.* Basic Services means the services to be performed for or furnished to OWNER by ENGINEER described in Section 2 of this Agreement.

1.3.4 *Construction Cost.* Construction Cost means the total cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER'S legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 4 of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

1.3.5 *Contractor.* Contractor means the person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

1.3.6 *ENGINEER'S Consultant.* ENGINEER'S Consultant means a person or entity having a contract with ENGINEER to perform or furnish Basic or Additional Services as ENGINEER'S independent professional associate or consultant engaged directly on the Project.

1.3.7 *Reimbursable Expenses.* Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses" ("Exhibit B").

1.3.8 *Resident Project Representative.* Resident Project Representative means the authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER'S agent or employee and under ENGINEER'S supervision. As used herein, the terms Resident Project Representative includes any assistance of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" (Exhibit C").

1.3.9 *Standard General Conditions.* Standard General Conditions means the General Provisions of the Construction Contract per FAA Advisory Circular 150/5370-10A.

1.3.10. *Total Project Costs.* Total Project Costs means the sum of the Construction Cost, allowances for contingencies, the total cost of design professional and related services provided by ENGINEER and (on the basis of information furnished by OWNER) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to OWNER under paragraph 4.4, 4.5 and 4.7 through 4.14 inclusive.

SECTION 2 – BASIC SERVICES OF ENGINEER

2.1 Study and Report Phase

Upon this Agreement becoming effective, ENGINEER shall:

2.1.1 Consult with OWNER to understand OWNER'S requirements for the Project and review available data.

2.1.2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in paragraph 4.4 which are not part of ENGINEER'S Basic Services, and assist OWNER in obtaining such data and services.

2.1.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER with whom consultation is to be undertaken in connection with the Project.

2.1.4. Evaluate various alternate solutions available to OWNER as described in Exhibit A, and after consultation with OWNER, recommend to OWNER those solutions which in ENGINEER'S judgement best meet OWNER'S requirements for the Project.

2.1.5. Prepare a report or reports (the "Reports") which will contain the statement of OWNER'S requirements for the Project and, as appropriate, will contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the considerations involved and those alternate solutions available to OWNER which ENGINEER recommends. These Reports will be accompanied by ENGINEER'S opinion of Total Project Costs for each solution which is so recommended for the Project, including the following which will be separately itemized: opinion of probable Construction Cost, allowances for contingencies and for the estimated total costs of design professional and related services provided by ENGINEER and, on the basis of information furnished by OWNER, allowances for other items and services included within the definition of Total Project Costs.

2.1.5.1. The OWNER has previously and separately contracted for other reports which contain general statements of the OWNER'S requirements for the Project; illustrate the general scope of the Project; and include estimates of the costs for the Project. These Reports are identified as:

PICAYUNE MUNICIPAL AIRPORT PLAN, prepared by the OWNER.

Boundary Survey, Picayune Municipal Airport, Chevron Facility prepared by Dungan Engineers, dated 11/02/00.

Electronic format topographic survey provided by Dungan Engineers, December 2000.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

2.1.6. Furnish the Reports to and review them with OWNER.

2.1.7. Revise the Reports in response to OWNER'S comments, as appropriate, and furnish final copies of the Reports in the number set forth in Exhibit A.

2.1.8. Submit the Reports within the stipulated period indicated in Exhibit A.

2.1.9. ENGINEER'S services under the Study and Report Phase will be considered complete at the earlier of (1) date when the Reports identified in Paragraph 2.1.5. have been accepted by OWNER or (2) thirty days after the date when such Reports are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to review the portions of the Project designed or specified by Engineer, if such approval is to be obtained during the Study and Report Phase.

The duties and responsibilities of ENGINEER during the Study and Report Phase as set forth in this paragraph 2.1 are amended and supplemented as indicated in Exhibit A.

2.2 Preliminary Design Phase

After acceptance of OWNER of the Reports, selection by OWNER of a recommended solution and indication of any specific modifications or changes in the scope, extent, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.2.1. On the basis of the Reports, the recommended solution selected by OWNER and the specific modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER, prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

2.2.2. Advise OWNER if additional reports, data or other information or services of the types described in paragraph 4.4 are necessary and assist OWNER in obtaining such reports, data or other information and services.

2.2.3. Based on the information contained in the Preliminary Design documents, submit a revised opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER.

2.2.4. Furnish the Preliminary Design documents to and review them with OWNER.

2.2.5. Submit the Preliminary Design documents and revised opinion of probable Construction Cost within the stipulated period indicated in Exhibit A.

2.2.6. ENGINEER'S services under the Preliminary Design Phase will be considered complete at the earlier of (1) the date when the Preliminary Design documents have been accepted by OWNER or (2) thirty days after the date when such Preliminary Design documents are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the Preliminary Design documentation, if such approval is to be obtained during the Preliminary Design Phase.

The duties and responsibilities of ENGINEER during the Preliminary Design Phase as set forth in this paragraph 2.2 are amended and supplemented as indicated in Exhibit A.

2.3 Final Design Phase

After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost and indication of any specific modifications or changes in the scope, extend, character or design requirements of the Project desired by OWNER, and upon written authorization from OWNER, ENGINEER shall:

2.3.1. On the basis of the accepted Preliminary Design documents, the modifications or changes in the scope, extent, character or design requirements of the Project agreed upon by OWNER and ENGINEER and the revised opinion of probable Construction Cost, prepare for incorporation in the Contract Documents final Drawings showing the scope, extent and character of the work to be performed and furnished by Contractor and Specifications (which will be prepared, where appropriate, in general conformance with the FAA Advisory Circular 150/5370-10A).

2.3.2. Provide technical criteria, written description and design data for OWNER'S use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist OWNER in consultations with appropriate authorities.

2.3.3. Advise OWENR of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, as a result of change sin scope, extent or character or design requirements of the Project.

2.3.4. Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.5. Furnish the above documents, Drawings and Specifications to and review them with OWNER.

2.3.6. Submit the above documents, Drawings and Specifications and a revised opinion of probable Construction Cost within the stipulated period indicated in Exhibit A.

2.3.7. ENGINEER'S services under the Final Design Phase will be considered complete at the earlier of (1) the date when the submittals have been accepted by OWNER or (2) thirty days after the date when such submittals are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER, if such approval is to be obtained during the Final Design Phase.

The duties and responsibilities of ENGINEER during the Final Design Phase as et forth in this paragraph 2.3 are amended and supplemented as indicated in Exhibit A.

2.4 Bidding or Negotiating Phase.

After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation (including the most recent opinion of probable Construction Cost), and upon written authorization to proceed, ENGINEER shall:

2.4.1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process deposits for Bidding Documents.

2.4.2. Issue Addenda as appropriate to clarify, correct or change the Bidding Documents.

2.4.3. Consult with OWNER as to the acceptability of subcontractors, suppliers and other persons and entities proposed by Contractor for those portions of the work as to which such acceptability is required by the Bidding Documents.

2.4.3. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4.4. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

2.4.5. The Bidding or Negotiating Phase will terminate and the services to be performed or furnished thereunder will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase as set forth in this paragraph 2.4 are amended and supplemented as indicated in Exhibit A.

2.5 Construction Phase

During the Construction Phase:

2.5.1 *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER'S representative as provided in the Standard General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as ENGINEER may otherwise agree in writing. All of OWNER'S instructions to Contractor will be issued through ENGINEER who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

2.5.2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:

2.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. In addition, ENGINEER shall provide the services of a Resident Project Representative at the site to assist ENGINEER and to provide more continuous observations of such work. The furnishing of such Resident Project Representative services will not extend ENGINEER'S responsibilities or authority beyond the specific limits set forth elsewhere in this paragraph 2.5. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on ENGINEER'S exercise of professional judgement as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep OWNER informed of the progress of the work. The responsibilities of ENGINEER contained in this paragraph are expressly subject to the limitations set forth in paragraph 2.5.2.2. and other express or general limitations in this Agreement and elsewhere.

2.5.2.2. The purpose of ENGINEER'S visits to and representation by the Resident Project Representative at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER" efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a

result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

2.5.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER shall have authority to disapprove of or reject Contractor's work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.5.4. *Clarifications and Interpretations; Field Orders.* ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

2.5.5. *Change Orders and Work Change Directives.* ENGINEER shall recommended Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required.

2.5.6. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

2.5.7. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph 3.2.2.

2.5.8. *Inspections and Tests.* ENGINEER may require special instructions or tests of the work, and shall receive and review all certificates of inspections, test and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, test or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

2.5.9. *Disagreements between OWNER and Contractor.* ENGINEER shall render the initial decisions on all claims of OWNER and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

2.5.10. *Applications for Payment.* Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of Applications for Payment an the accompanying data and schedules:

1.5.10.1 ENGINEER shall determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in

writing and will constitute ENGINEER'S representation to OWNER, based on such observations and review, that to the best of ENGINEER'S knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER'S responsibility to observe the work. In the case of the unit price work, ENGINEER'S recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph 2.5.10.1 are expressly subject to the limitations set forth in paragraph 2.5.10.2 and other express or general limitations in this Agreement and elsewhere.

2.5.10.2. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER'S review of Contractor's work for the purposes of recommending payments nor ENGINEER'S recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

2.5.11 *Contractor's Completion Documents.* ENGINEER shall receive, review and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspections, tests and approvals, and marked-up record documents (including Shop Drawings, Samples and other data approved as provided under paragraph 2.5.6 and marked up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ENGINEER'S review of such documents will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

2.5.12 *Substantial Completion.* Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER , accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of OWNER, ENGINEER considers the work substantially complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

2.5.13. *Final Notice of Acceptability of the Work.* ENGINEER shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit D (the "Notice of Acceptability of Work") that the work is acceptable (subject to the provisions of paragraph 2.5.10.2) to the best of

ENGINEER'S knowledge, information and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

2.5.14. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier or of any other person or organization performing or furnishing any of the work. ENGINEER shall not be responsible for Contractor' failure to perform or furnish the work in accordance with the Contract Documents.

2.5.15. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by ENGINEER of final payment. If the Project involves more than one prime contract as indicated in paragraph 5.5, Construction Phase services may be rendered at different times in respect of separate prime contracts.

The duties and responsibilities of ENGINEER during the Construction Phase as set forth in this paragraph 2.5 are amended and supplemented as indicated in Exhibit A.

2.6 Operational Phase.

During the Operation Phase, ENGINEER shall, when requested by Owner:

2.6.1. Provide assistance in connection with the refining and adjusting of any equipment or system.

2.6.2. Assist OWNER in training OWNER'S staff to operate and maintain the Project.

2.6.3 Assist OWNER in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.6.4 Prepare a set of reproducible record drawings showing record information which ENGINEER considers significant based on the Drawings, Shop Drawings, and other record documents furnished by Contractor to ENGINEER which were annotated by Contractor to show all changes made during construction. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

2.6.5. In company with OWNER, visit the Project to observe any apparent defects in the completed work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

2.6.6. Provide miscellaneous services as requested by OWNER in connection with Project closeout.

2.6.7. The Operational Phase may commence during the Construction Phase and will terminate one year after the date of Final Acceptance.

The duties and responsibilities of ENGINEER during the Operational Phase as set forth in this paragraph 2.6 are amended and supplemented as indicated in Exhibit A.

SECTION 3 – ADDITIONAL SERVICE OF ENGINEER

3.1 Additional Services Requiring Authorization of Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraph 3.1.1 through 3.1.19, inclusive, as amended and supplemented as indicated in Exhibit A. These services are not included as part of Basic Services except to the extent otherwise provided in Exhibit A. These services will be paid for by OWNER as indicated in Section 6.

3.1.1. Preparation or review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environment impact of the Project.

3.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verity the accuracy of drawings or other information furnished by Exhibit A.

3.1.3. Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, Drawings, Specifications, or Contract Documents, or are due to any other causes beyond ENGINEER'S control.

3.1.4. Services resulting from facts revealed about conditions:

3.1.4.1. which are different from information about such conditions that OWNER previously provided to ENGINEER under paragraph 4.4 if such information was not previously provided.

3.1.4.2. as to which OWNER had responsibility to provide information under paragraph 4.4 if such information was not previously provided.

3.1.5. Providing rendering or models for OWNER'S use.

3.1.6. Preparing documents for alternate bids requested by OWNER for Contractor's work which is not executed or documents for out-of-sequence work.

3.1.7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment and labor, and audits or inventories required in connection with construction performed by OWNER.

3.1.8. Furnishing services of ENGINEER'S Consultants for other than Basic Services; and furnishing data or services of the types described in paragraph 4.4 when OWNER employs ENGINEER to provide such data or services in lieu of furnishing the same under paragraph 4.4.

3.1.9. Services attributable to a variation in the number of prime contracts from the number specified in Exhibit A for work designed or specified by ENGINEER.

3.1.10. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER'S office as required by Section 2.

3.1.11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or Contract Documents as a result of such review processes.

3.1.12. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

3.1.13. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

3.1.14. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

3.1.15. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 2.6.3.

3.1.16. Preparing to service or servicing as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 2.1.3 and 2.3.2.).

3.1.17. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 4.12.

3.1.18. Other additional services performed or furnished by ENGINEER in connection with the Project, including services which are to be furnished by OWNER under Section 4, and services not otherwise provided for in this Agreement.

3.2. Required Additional Services

When required by the Contract Documents in connection with the performance or furnishing of ENGINEER'S services during the Construction Phase, ENGINEER shall perform or furnish, without waiting for specific authorization form OWNER, Additional Services of the types listed in paragraphs 3.2.1 through 3.2.6, inclusive. These services are not included as part of Basic Services except to the extent provided in Exhibit A. Required Additional Services will be paid for by OWNER as indicated in Section 6. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

3.2.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER if, because of the method of compensation agreed upon by OWNER and ENGINEER, the resulting change in compensation for Basic Services is not commensurate with the extent of the additional services rendered.

3.2.2. Services making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution which is inappropriate for the Project or an excessive number of substitutions.

3.2.3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of materials, equipment or energy shortages.

3.2.4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective, neglected or delayed work of Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by Contractor.

3.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to its Substantial Completion.

3.2.6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the work.

SECTION 4 – OWNER'S RESPONSIBILITIES

Except as otherwise provided in Exhibit A, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

4.1. Designate in writing a person to act as OWNER'S representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ENGINEER'S services for the Project.

4.2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

4.3. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4. Furnish to Engineer, as requested by ENGINEER for performance of Basic Services or as required by the Contract Documents, the following:

4.4.1. data prepared by or services of others, including without limitation drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site;

4.4.2. the services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment prior to and after installation,, or to evaluate the performance of materials, equipment and facilities of OWNER, prior to specifications, and during construction;

4.4.3. appropriate professional interpretations of all of the foregoing;

4.4.4. environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4.4.5. (Not used);

4.4.6. property descriptions;

4.4.7. zoning, deed and other land use restrictions; and

4.4.8. other special data or consultations not covered in Section 2.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Agreement.

4.5. (Not used)

4.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

4.7. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

4.8. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

4.9. Provide, as may be required for the Project:

4.9.1. accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.9.2. such legal services as OWNER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor; and

4.9.3. such auditing services as OWNER may required to ascertain how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.10. Provide such inspection or monitoring services by an individual or entity other than ENGINEER as OWNER may desire to verify:

4.10.1. that Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to Contractor's performing and furnishing the work; or

4.10.2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

ENGINEER does not undertake in this Agreement to perform the services referred to in 4.10.1 and 4.10.2 above. The identity of any individual or entity employed to perform such services and the scope of such services will be disclosed to ENGINEER. To the extent required ENGINEER shall assist OWNER with regard to contracting with an individual or firm to undertake the services referred to in 4.10.1 and 4.10.2.

4.11. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, Construction Management, Cost Estimating, Project Peer Review, Value Engineering and Constructability Review. If OWNER designates a person or entity other than, or in addition to, ENGINEER to represent OWNER at the site, OWNER shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of ENGINEER.

4.12. Prior to the commencement of the Construction Phase, notify ENGINEER of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such Notice that ENGINEER will be requested to provide to OWNER or third parties in connection with the financing or completion of the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notice or certification requested under this paragraph.

4.13. If more than one prime contract is to be awarded for work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of ENGINEER in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

4.14. Furnish to ENGINEER data or estimated figures as to OWNER'S anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 4.4, 4.5 and 4.7 through 4.14, inclusive) and other costs so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER'S opinion of Total Project Costs.

4.15. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.16. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER'S services, or any defect or nonconformance in ENGINEER'S services or in the work of any Contractor.

4.17. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 3.1 of this Agreement or other services as required.

SECTION 5 – TIMES FOR RENDERING SERVICES

5.1. ENGINEER'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

5.2. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and is such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent or character of the Project, the time of performance of ENGINEER'S services shall be adjusted equitably.

5.3 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within the stipulated period identified in this Agreement after completion of the Final Design Phase or does not proceed in an orderly and continuous progression, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

5.4. If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER.

5.4.1. for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised; or

5.4.2. for more than one year through no fault of ENGINEER, or if ENGINEER for any reason is required to render Construction Phase services more than one year after Substantial Completion is achieved, the rates and amounts of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment to reflect, among other things, changes in the various elements that comprise such rates of compensation.

5.5. In the event that the work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract , or if ENGINEER'S services are to be separately sequenced with the work of one or more prime contractors, OWNER

and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

SECTION 6 – PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

6.1 Methods of Payment for Services and Expenses of ENGINEER

6.1.1. For *Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Section 2 on the basis set forth in Exhibit B.

6.1.2. For *Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Section 3 on the basis set forth in Exhibit B.

6.1.3. For *Reimbursable Expenses.* In addition to payments provided for in paragraphs 6.1.1 and 6.1.2, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER'S Consultants as set forth in Exhibit B. The amount payable for Reimbursable Expenses will include a factor to the extent so indicated in Exhibit B. The types of Reimbursable Expenses to be incurred by ENGINEER on the project shall be approved by the OWNER.

6.2 Other Provisions Concerning Payments.

6.2.1. *Preparation of Invoices.* Invoices for Basic and Additional Services and Reimbursable Expenses will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to OWNER by ENGINEER at least monthly. The amount billed for Basic Services and Additional Services in each invoice will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

6.2.2. *Unpaid Invoices.* If OWNER fails to make any payment due ENGINEER for services and expenses within 45 days after receipt of ENGINEER'S invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 45th day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

6.2.3. *Payments Upon Termination*

6.2.3.1 Termination by OWNER for Cause. In the event of termination by OWNER for cause under paragraph 8.1.1:

6.2.3.1.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER'S Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.1.2. During any phase of the Basic Services, ENGINEER also will be paid for such services performed or furnished in accordance with this Agreement by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. ENGINEER also will be paid for the charges of ENGINEER'S Consultants employed to perform or furnish Basic Services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of termination. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

6.2.3.2. *Termination by OWNER for Convenience.*

In the event of termination by OWNER under paragraph 8.1.2:

6.2.3.2.1. Upon the completion of any phase of Basic Services, progress payments due ENGINEER in accordance with this Agreement for all such services performed or furnished by ENGINEER and ENGINEER'S Consultants through the completion of such phase will constitute total payment for such services. ENGINEER also will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3 below.

6.2.3.2.2. During any phase of Basic Services, ENGINEER also will be paid for such services performed or furnished by ENGINEER during that phase through the date of termination on the basis specified in Exhibit B. In addition, ENGINEER will be paid for the charges of ENGINEER'S Consultants employed to perform or furnish Basic Service through the effective date of the termination. ENGINEER also will be paid for all unpaid Additional Services an unpaid Reimbursable Expenses, and for termination expenses under subparagraph 6.2.3.2.3. below.

6.2.3.2.3. In the event of termination by OWNER for convenience during or at completion of any phase of Basic Services, OWNER shall pay ENGINEER'S reasonable expenses directly attributable to termination. Termination expenses shall be determined using the actual hours of direct labor incurred times the rates applicable to the various categories of Additional Services as given in Exhibit B plus any costs of terminating contracts with ENGINEER'S Consultants.

6.2.3.3. *Termination by ENGINEER for Cause.* In the event of termination by ENGINEER for cause under paragraph 8.1.1, ENGINEER shall be entitled to receive compensation calculated as set forth in paragraph 6.2.3.2.

6.2.4. Records of ENGINEER'S Costs. Records of ENGINEER'S costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at cost on request prior to final payment for ENGINEER'S services.

SECTION 7 – OPINIONS OF COST

7.1 Opinions of Probable Construction Cost

ENGINEER'S opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in paragraph 4.9.1.

7.2 Designing to Construction Cost Limit. (Not used)

7.3 Opinions of Total Project Cost

ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs provided for in Section 2.

SECTION 8 – GENERAL CONDITIONS

8.1 Terminations

The obligation to provide further services under the Agreement may be terminated.

8.1.1. *For cause,*

8.1.1.1. by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwitstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; *provided, however,* that if and to the extent such substantial failure cannot be reasonably cured within such thirty day period, and if such party has diligently attempted to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

8.1.1.2. by ENGINEER:

8.1.1.2.1. upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER'S responsibilities as a licensed design professional; or

8.1.1.2.2. upon seven days' written notice if the ENGINEER'S services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control.

8.1.1.2.3. in the case of termination under this paragraph 8.1.1.2, ENGINEER shall have no liability to OWNER on account of such termination.

8.1.2. *For convenience,* by OWNER effective upon the receipt of notice by ENGINER.

8.2 Reuse of Documents.

All documents including Drawings, Specifications and digital files provided or furnished by ENGINEER (or ENGINEER'S Consultants) pursuant to this Agreement are instruments of service in respect of the Project. The OWNER shall retain the ownership and property interest therein, whether or not the Project is completed. Said documents are not intended to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER'S Consultants, as appropriate, for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S Consultants, and OWNER shall indemnify and hold harmless ENGINEER an ENGINEER'S Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

8.3 Insurance.

8.3.1. ENGINEER shall procure and maintain insurance as set forth in Exhibit F, "Insurance", for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting

therefrom. ENGINEER shall list OWNER as an additional insured on ENGINEER'S general liability insurance policy.

8.3.2. OWNER shall list ENGINEER and ENGINEER'S Consultants as additional insureds on any general liability or property insurance policies carried by OWNER which are applicable to the Project. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER'S Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER'S and ENGINEER'S Consultants' interests are covered and that in the event of payment of any loss of damage the insurers will have no rights of recovery against any of the insured or additional insureds thereunder.

8.3.3. At any time OWNER may request that ENGINEER, at OWNER'S sole expense, provide additional insurance coverage, different limits or revised deductibles in excess of those specified in Exhibit F. If so requested by OWNER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER'S Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER'S sole expense, and Exhibit F will be supplemented to incorporate these requirements.

8.4. Controlling Law.

This Agreement is to be governed by the law of the principal place of business of OWNER.

8.5. Successors and Assigns.

8.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 8.5.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.5.2. Neither OWNER nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

8.5.3. Unless expressly provided otherwise in this Agreement:

8.5.3.1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and ENGINEER.

8.5.3.2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

8.6 Dispute Resolution (Not used)

8.7 Allocation of Risks-Indemnification.

8.7.1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER'S officers, commissioners, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts of omissions of ENGINEER or ENGINEER'S officers, directors, partners, employees, agents and ENGINEER" Consultants in the performance and furnishing of ENGINEER'S services under this Agreement.

8.7.2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER'S officers, directors, partners, employees and agents and ENGINEER'S Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER'S officers, commissioners, partners, employees, agents and OWNER'S Consultants with respect to this Agreement or the Project.

8.7.3. In addition to the indemnity provided under paragraph 8.7.2. of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and agents and ENGINEER'S Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court and arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

8.8 Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight course service. All notices shall be effective upon the date of receipt.

8.9 Survival.

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

8.10 Severability

Any provision or part of the Agreement held to be void or unenforceable under law or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION 9 – EXHIBITS AND SPECIAL PROVISIONS

9.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

9.1.1. Exhibit A, "Further Description of Basic Engineering Services and Related Matters", consisting of two pages.

9.1.2. Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses", consisting of two pages.

9.1.3. Exhibit C, (Not used).

9.1.4. Exhibit D, "Notice of Acceptability of Work", consisting of two pages.

9.1.5. Exhibit E., (Not used).

9.1.6. Exhibit F, (Not used).

9.1.7. Exhibit G, (Not used).

9.1.8. Exhibit H, (Not used).

9.1.9. Exhibit I, "Special Provisions", consisting of three pages.

9.2. This Agreement (consisting of page 1 to 15, inclusive and the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER: CITY OF PICAYUNE, MISSISSIPPI

By:_____

Title:_____

Address for giving notices:

203 Goodyear Boulevard
Picayune, MS 39466

ENGINEER: ALLEN & HOSHALL

By:_____

Title:_____

Address for giving notices:

4270 I-55 North, Suite 103
Jackson, MS 39211

EXHIBIT A

This is **Exhibit A,** consisting of two pages, referred to in the **Agreement between OWNER and ENGINEER for**

Professional Services, dated_____, 2002.

Initial:

OWNER_____

ENGINEER_____

Further Description of Basic Engineering Services and Relater Matters

Sections 2, 3 4 and 5 of the Agreement are amended and supplemented and the time periods for the performance of the Basic Services as indicated in Section 5 of the Agreement are established, all as indicated below:

SECTION A2 – BASIC SERVICES OF ENGINEER

A2.0. General

A2.0.1 The Basic Services are premised on the ENGINEER providing the customary civil, structural, mechanical and electrical professional engineering services and the customary professional architectural services necessary to construct the following facilities:

Automated Weather Observation System (AWOS)

A2.0.2. Section 2, "Basic Services of ENGINEER", is hereby amended or supplemented to provide that the following services will be performed or furnished by ENGINEER as part of Basic Services in the phase(s) identified below:

No amendments.

A2.1. Study and Report Phase

A2.1.4. No alternate solutions will be evaluated or previous reports and studies will be modified.

A2.1.8. No reports are required in this project.

A2.2. Preliminary Design Phase

A2.2.0. No Preliminary Design Phase documents are required.

A2.3. Final Design Phase

A2.3.0. During the Final Design Phase ENGINEER shall prepare Construction Documents based on the approved Preliminary Design Phase documents and on the updated budget of Total Project Cost. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality level of materials and systems required for the Project.

A2.3.6.1. Five (5) hard copy sets of Contract Documents will be submitted to OWNER for OWNER and review agency use.

A2.3.6.2. Upon receipt of written authorization from OWNER to ENGINEER to proceed with the Final Design Phase services, the Contract Documents will be submitted to OWNER within the following number of calendar days:

30 days

A2.5 Construction Phase

A2.5.2. Allen & Hoshall will not provide full time Resident Project Representative Services for the project. Allen & Hoshall will have a Resident Project Representative on-site for critical phases of construction involving foundations and underground structures.

EXHBIIT B

This is **Exhibit B,** consisting of two pages, referred to in the **Agreement between OWNER and ENGINEER for**

Professional Services, dated_____, 2002.

Initial:

OWNER_____

ENGINEER_____

Payments to ENGINEER for Services and Reimbursable Expenses

Section 6 of the Agreement is amended and supplemented to include the following agreement of the parties:

Lump Sum Method of Payment
(with additional payments on an Hourly Rate basis for "Additional Services of Engineer" and additional payments for Reimbursable Expenses)

SECTION B6 – PAYMENTS TO ENGINEER

B6.1. Methods of Payment for Services and Expenses of ENGINEER.

B6.1.1.*For Basic Services.* OWNER shall pay ENGINEER for Basic Services as follows:

B6.1.1.1. *General.* For all services of ENGINEER performed or furnished under paragraphs 2.1, 2.2, 2.3 and 2.4, including services of ENGINEER'S Consultants, the OWNER shall pay the following lump sum fees:

$7,000.00

B6.1.1.2. *Construction Phase Services.* For all services of ENGINEER performed or furnished under paragraph 2.5 the OWNER shall pay lump sum fees. The specific amounts of these fees and expenses are as follows:

$3,000.00

No full time Resident Project Representative Services are required in this project.

B6.1.1.3. *Operational Phase Services.* Methods of payment for and amount of payment for services of ENGINEER performed or furnished under paragraph 2.6 to be provided by Amendment to the Agreement.

B6.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services as follows:

B6.1.2.1. *General.* For services of ENGINEER'S principals and employees engaged directly on the Project performed or furnished pursuant to paragraph 3.1 or 3.2 (except services as a consultant or witness under paragraph 3.1.17), an amount equal to the actual hours engaged on the Project times the appropriate hourly rate from the following table. These rates shall be adjusted from time to time as agreed to by all Parties.

Principal	$ 125.00/hour
Project Manager	$ 110.00/hour

Senior Architect/Engineer	$ 80.00/hour
Architect/Engineer	$ 65.00/hour
Technician	$ 50.00/hour
Surveyor (RLS)	$ 67.00/hour
Survey Crew	$ 110.00/hour
Clerical	$ 40.00/hour
RPR	$ 55.00/hour

B6.1.2.2. *ENGINEER'S Consultants.* For services of ENGINEER'S Consultants performed or furnished pursuant to paragraph 3.1 or 3.2, the amount billed to ENGINEER therefor times a factor of 110%.

B61.2.3. *Serving as a Witness.* For services performed by ENGINEER'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding under paragraph 3.1.17, at the rate of $ 150.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in paragraph B6.1.2.1). Compensation for ENGINEER'S Consultants for such services will be on the basis provided in paragraph B6.1.2.2.

B61.3. *For Reimbursable Expenses.* OWNER shall pay ENGINEER for Reimbursable Expenses such as:

B6.1.3.1. Reproduction of reports, drawings, specifications, and bidding documents in addition to those required to be delivered in OWNER under Section 2.

B6.1.3.2. Courier and Express Delivery charges.

B6.1.3.3. Subsistence, lodging, travel and mileage of management and design personnel.

B6.1.3.4. Subsistence, lodging and mileage for Survey Crew.

B61.3.5. Subsistence, lodging and mileage for Resident Project Representative.

B6.1.3.6. Providing and maintaining construction field office facilities including furnishings, office equipment, utilities and on-site telephone costs.

B6.1.3.7. Photography charges.

B6.1.3.8. Property Title Work charges.

The amount payable to ENGINEER for Reimbursable Expenses will be the charge actually incurred or the imputed cost allocated by ENGINEER therefor times a factor of 110%.

EXHIBIT D

This is **Exhibit D,** consisting of two pages, referred to in the **Agreement between OWNER and ENGINEER for**

Professional Services, dated_____, 2002.

Initial:

OWNER_____

ENGINEER_____

NOTICE OF ACCEPTABILITY OF WORK

PROJECT_____

OWNER_____

Owner's Contract No._____

CONTRACTOR_____

CONSTRUCTION CONTRACT DATE_____

ENGINEER_____

To_____
OWNER

And To_____
CONTRACTOR

The undersigned hereby gives notice to the above OWNER and CONTRACTOR that the completed Work furnished and performed by CONTRACTOR under the above Contract is acceptable expressly subject to the provisions of the above Contract and the terms and conditions set forth on the reverse side hereof.

_____
ENGINEER

Dated: _____2002

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice on the front side of this paper is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. Said Notice is given with the skill and care ordinarily used by members of the Engineering profession practicing under similar conditions at the same time and in the same locality.

2. Said Notice reflects and is an expression of the professional judgement of ENGINEER.

3. Said Notice is given as to the best of ENGINEER'S knowledge, information, and belief.

4. Said Notice is based entirely on and expressly limited by the scope of services ENGINEER has been employed by OWNER to perform or furnish during construction of the Project (including observation of the Work) under ENGINEER'S Agreement with OWNER and under the Contract referenced on the reverse hereof, and applies only to facts that are within ENGINEER'S knowledge or could reasonably have been ascertained by ENGINEER as a result of carrying out the responsibilities specifically assigned to ENGINEER under

ENGINEER'S Agreement with OWNER and the Contract referenced on the reverse hereof.

5. Said Notice is not a guarantee or warranty of CONTRACTOR'S performance under the above-referenced Contract referenced on the reverse hereof nor an assumption of responsibility for any failure of CONTRACTOR to furnish and perform the Work thereunder in accordance with the Contract Documents.

EXHIBT I

This is **Exhibit I**, consisting of two pages, referred to in the **Agreement between OWNER and ENGINEER for**

Professional Services, dated_____, 2002.

Initial:

OWNER_____

ENGINEER_____

Special Provisions

The Agreement is amended and supplemented to include the following agreement of the parties:

11.0 FAA Financial Assistance

A. OWNER and ENGINEER both understand that OWNER is applying for and expects to receive financial assistance from the FAA. All work performed by ENGINEER for OWNER will conform to and apply with all regulations, requirements, etc. of the FAA.

B. Any required provisions of FAA Advisory Circular 150/5100-14C not otherwise set forth in this Agreement are hereby incorporated by reference as if fully set forth herein.

12.0. Title VI Assurances

A. During the performance of this Agreement, ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "ENGINEER") agrees as follows:

1. Compliance with Regulations: The ENGINEER shall comply with the regulations relative to the nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The ENGINEER, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where this Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations, either by competitive

bidding or negotiations, made by the ENGINEER of work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER'S obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. the ENGINEER shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, order, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the ENGINEER'S noncompliance with the nondiscrimination provisions of this Agreement, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the ENGINEER under the contract until the ENGINEER complies and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The ENGINEER shall include the provisions of paragraphs A. through E. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the sponsor of the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

13.0 Disadvantaged Business Enterprises (DBE) Assurances

A. Policy. It is the policy of the Department of Transportation (DOT) that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in while or in part with the Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

B. DBE Obligation. The ENGINEER agrees to ensure that Disadvantage Business Enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

C. The ENGINEER or subcontractor shall not discriminate on the basis of race, color national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the award and administration of FAA assisted contracts. Failure by the ENGINEER to carry out these requirements is a material break of this contract, which may result in the termination of this contract or such other remedy, as the Owner deems appropriate.

D. DBE Obligation. The recipient or its ENGINEER agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts, financed in whole or in part with Federal funds provided under this agreement. In this regard, ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FAA assisted contracts.

E. All bidders, potential contractors, or subcontractors for this FAA assisted contract are hereby notified that failure to carry out the FAA policy and the DBE obligation, as set forth above, shall constitute a break of contract which may result in termination of the contract or such other remedy as deemed appropriate by the recipient and the FAA.

14.0 *Disadvantaged Business Enterprises (DBE) Goal*

The ENGINEER shall endeavor to meet or exceed the goal of participation by approved DBE's during the execution of this contract. Further, ENGINEER will cooperate with OWNER in complying with OWNER'S Disadvantaged Business Enterprise Plan and assist with the report requirements of OWNER with regard to all construction contracts.

15.0 Access to Records

ENGINEER hereby agrees that the City of Picayune, the Federal Aviation Administration, the Controller General of the United States, or any of the duly authorized representatives of said agencies shall have access to any and all books, documents, papers, and records of ENGINEER which are directly pertinent to all projects being performed by ENGINEER for City of Picayune, for the purpose of making audits, examination, excerpts and transcriptions. These records shall be maintained by ENGINEER for a period of three (3) years after the City of Picayune makes the final payment and all pending matters are closed on this project.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter executive session to discuss a matter of potential litigation, a contractual matter and a personnel matter. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of potential litigation, a contractual matter and a personnel matter.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Roberson, seconded by Councilmember Guy, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session the Council discussed a matter of potential litigation, a contractual matter and a personnel matter and took no action.

ORDER TO AUTHORIZE THE MAYOR TO SIGN JOINDER

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the Mayor to sign Joinder re: *Arlene P. Murphy v. Unknown heirs of* Albert James and Viola James, Chancery Court Cause No. 02-0087-GN-W. to clear title. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

REGULAR MEETING DATED MAY 7, 2002

ORDER TO ADJOURN

Motion was made by Councilmember Watts, seconded by Councilmember Bounds, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

May 21, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, May 21, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Sr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Captain David Ervin.

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

Opening Prayer was given by Rev. Daryl Worley of Christian Life Assembly of God Church, followed by the Pledge of Allegiance led by Councilmember Guy.

CONSIDER ADOPTION OF RESOLUTION COMMENDING THE PICAYUNE MEMORIAL HIGH SCHOOL BASEBALL TEAM

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to adopt the following resolution commending the Picayune Memorial High School Baseball Team:

RESOLUTION

A RESOLUTION COMMENDING THE PICAYUNE MEMORIAL HIGH SCHOOL MAROON TIDE BASEBALL TEAM

WHEREAS, the Picayune Memorial High School Maroon Tide Baseball Team has accumulated a highly impressive record of 35-3 overall, winning the 7-4A District Championship, the South State Championship, and State Championship, and

WHEREAS, the Maroon Tide Baseball Team, through determination, dedication and hard work, have reached this monumental mark, and

WHEREAS, the Maroon Tide Baseball Team, Head Coach Kent Kirkland, and his assistant coaches have shown an attitude of inspired determination and have represented the Picayune Memorial High School and the City of Picayune in a true spirit of sportsmanship, and

WHEREAS, the Maroon Tide Baseball Team is enthusiastically supported by the coaches, school officials, city officials and thousands of loyal fans.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Picayune that the Picayune Memorial High School Maroon Tide Baseball Team and their Coaches are to be highly commended for their efforts and undaunted determination in achieving their impressive record for the 2002 season.

Adopted this the 21st day of May 2002.

Greg Mitchell, Mayor	Lucian Roberson, Councilmember
Donald Parker, Councilmember	Kathy Watts, Councilmember
Leavern Guy, Councilmember	Jerry Bounds, Councilmember

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter executive session to discuss three contractual matters. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss three contractual matters.

CONSIDER REQUEST TO SELL PROPERTY

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to sell property in Industrial Park to Rheogistics, Inc. in the amount of $34,000 upon perfection and preparation of deed of sale by City Attorney and authorize the Mayor to sign deed of sale. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SELL PROPERTY

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to enter into an agreement with ReflecTech to sell property in the Industrial Park in the amount of $37,500. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FROM MAJESTIC INN

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to allow Majestic Inn to pay interest only on loan from March 2002 to August 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Upon motion of Councilmember Bounds, seconded by Councilmember Parker, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session the Council discussed 3 contractual matters and stated the above information.

ORDER TO REMOVE ITEM FROM CONSENT AGENDA

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to remove item regarding request to authorize the Purchasing Agent to advertise for Street Sweeper until latter in meeting. The following roll call vote was called:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the minutes of the Mayor and City Council dated May 7, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the Deputy City Clerk, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the issuance of the following manual checks:

Entex	Utility	$ 16,155.00
GulfSouth Pipeline Co.	Utility	$ 9,648.79
UMC	Utility	$ 745.00
MGAM	Utility	$ 44,440.69
Brockway Container	Utility	$ 4,900.24

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REQUESTS

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to acknowledge receipt of the Public Records Requests for the month of April 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Upon request of the Tax Department, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to acknowledge receipt of the Privilege License Report for the month of April 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORTS

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to acknowledge receipt of the Monthly Budget Reports for the month of April 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy

and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MINUTES FROM PARTNERS FOR PEARL RIVER COUNTY

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to acknowledge receipt of the minutes from Partners for Pearl River County dated March 25, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF RETIREMENT DEVELOPMENT MONTHLY ACTIVITIES REPORT

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to acknowledge receipt of the Retirement Development Monthly Activities Report for the month of April 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER ACCEPTANCE OF MOSQUITO INSECTICIDE BIDS

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to accept the bids for mosquito insecticide from Adapco, Inc. and Quality Unlimited Products in the amount of $188.50 per gallon. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to advertise the resources of the city by assisting sponsorship of Salute to Industry Banquet, in the amount of $250.00, and authorize the issuance of a manual check. The banquet will be held on May 23, 2002 at Pearl River Community College in Poplarville. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO REPURCHASE CEMETERY PLOTS

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the repurchase of cemetery plots from John Schmidt for Lot 15 of the W ½ NE ¼ of Block T, Palestine Cemetery in the amount of $1,800.00 and to issue a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE TOWING ORDINANCE

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the following ordinance:

ORDINANCE NO._____

AN ORDINANCE TO AMEND SECTION 17-138 OF THE CODE OF ORDINANCES OF THE CITY OF PICAYUNE CONCERNING REMOVAL, IMPOUNDMENT, TOWING AND STORING OF VEHICLES

WHEREAS in the City of Picayune, there is presently in effect Section 17-138.

WHEREAS, Section 17-138 has previously been amended by the enactment of Ordinance No.'s 597, 681, 682, 683, 760, and 761;

WHEREAS, it is necessary to amend said Section;

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that Section 17-138 of the Municipal Code be amended to read as follows, to-wit:

SECTION – ONE

Section 17-138 Removal, Impoundment, Towing and Storing of Vehicles:

(A) Authority for Removal and Impoundment; circumstances Necessitating Impoundment: Members of the police Department are hereby authorized to remove a vehicle from a street or highway to the nearest garage or other place of safety, or to a garage designated or maintained by the police department or otherwise maintained by the city under the circumstances hereinafter enumerated:

1. When any vehicle is left unattended upon any bridge, viaduct or causeway, or in any tube or tunnel where such vehicle constitutes an obstruction to traffic;

2. When a vehicle upon a street or highway is so disabled as to constitute an obstruction to traffic and the person in charge of the vehicle is by reason of physical injury incapacitated to such an extent as to be unable to provide for its custody or removal;

3. When any vehicle is left unattended upon a street or highway and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic;

4. When the driver of any vehicle is taken into custody by the police department and such vehicle would thereby be left unattended on the street or highway;

5. When the removal of a vehicle is necessary in the interest of public safety due to fire, flood, storm or other emergency reason;

6. When any vehicle is left standing unattended upon a street or highway for more than seventy-two (72) hours;

7. When any vehicle is found parked in violation of any provision of this Code, state law or city ordinance, rule or regulation.

B. Notification of Owner: Any wrecker company that removes a motor vehicle at the request of the Picayune Police Department and stores such vehicle shall seek the identity and address of the last known registered owner and/or lien holder of such vehicle from the Picayune Police Department within twenty-four (24) hours of removal. If the vehicle is towed at the request of the Picayune Police Department, the towing or wrecker company removing or storing such motor vehicle shall make a reasonable attempt within twenty-four (24) hours and not more than three (3) calendar days of the day such motor vehicle was removed, to identify the registered owner and/or lien holder and notify him by certified or registered mail of the location of such motor vehicle. A copy of the notice must be mailed or delivered to the Picayune Police Department addressed unto the Chief of Police.

C. Report of Removal of Abandoned or Unattended Vehicle to State: Whenever an officer removes a vehicle from a street or highway under this section and the towing/wrecker company does not know and is not able to ascertain the name of the owner and/or lien holder, or for any other reason the towing and/or wrecker company is unable to give the notice to the owner and/or lien holder as hereinbefore provided, and in the event the vehicle is not returned to the owner and/or lien holder within a period of ten (10) days, then and in that event the police department shall immediately send or cause to be sent a written report of such removal by mail to the appropriate state department whose duty it is to register motor vehicles, and shall file a copy of such notice with the proprietor of any public garage in which the vehicle may be stored. Such notice shall include a complete description of the vehicle, the date, time and place from which removed, the reason of such removal and the name of the garage or place where the vehicle is stored.

D. Requirements for Removal of Vehicles in Custody: Before the owner or person in charge of such vehicle shall be permitted to remove the same from the custody of the police department, said owner or person in charge of such vehicle shall furnish evidence of his/hers/its identity and ownership and shall be responsible and pay all towing and storage fees and any other costs due on such vehicle. The wrecker and/or towing company must provide the Picayune Police Department with a copy of the invoice/ticket furnished to the vehicle owner or person in charge of said vehicle upon the vehicle's release, with the ticket/invoice showing an itemized accounting of all cost, storage fees, towing fees, and taxes incurred in connection with the towing of said vehicle. This ticket/invoice shall be submitted no later than the end of each month in which the ticket/invoice was furnished to the owner or person in charge of such vehicle.

E. Provisions Pertaining to the Towing and Storage of Vehicles: Any wrecker and/or towing company that removes and/or stores a motor vehicle at the request of the Picayune Police Department shall abide by and be governed according to the following provisions, to-wit:

1. Authority for police to employ and regulate wrecker service. The Picayune Police Department shall maintain a list of approved and/or

authorized wrecker and/or towing companies which shall be called upon to provide towing and/or storage services in the event that the Department requires or requests a vehicle to be towed or stored, unless the driver of said vehicle has a preference for any particular towing and/or wrecker company. In the event a Police Officer requires the vehicle to be towed, and/or stored and no preference is expressed, the rotation list shall be used.

2. Wrecker services – General rules and requirements. Each wrecker and/or towing company which seeks to be on the rotation list must abide by the following rules and requirements in providing towing and/or storage services for the Picayune Police Department, to-wit:

a. No more than seventy-five dollars ($75.00) for all rotation calls, to include clean-up and labor; a maximum of fifteen dollars ($15.00) a day storage may be charged for any vehicle stored after twenty-four (24) hours. The wrecker and/or towing company must provide unto the Picayune Police Officer on scene a written ticket/invoice for review by the officer before giving said invoice/ticket unto the owner or operator of the vehicle. The written ticket/invoice shall show an itemization accounting for all costs, fees and taxes incurred in connection with the tow of said vehicle. The on-scene officer must approve said ticket/invoice by signing his name and badge number to said ticket/invoice prior to the same being given unto the owner or operator of the vehicle. Additional fees may be charged for towing of other than normal size vehicles and also when circumstances require more than the usual amount of labor to extract or remove a vehicle.

b. Proof of insurance shall be as follows:
Each wrecker and/or towing company, from the time it moves or otherwise makes contact with any vehicle to be towed and/or stored, assumes liability for injury to person, damage to property, fire, or theft resulting from the negligent acts of any person who drives or operates a wrecker or operates a wrecker business for the purposes set forth herein. Each wrecker or towing company shall maintain a valid bond or insurance policy issued by a surety company authorized to issue bonds or policies of insurance covering risk in the State of Mississippi. Each policy required herein shall contain an endorsement providing for thirty (30) days notice to the Picayune Police Department prior to any material change therein or cancellation thereof. A copy of the certificate of insurance is to be filed with the Picayune Police Department, and a copy of a validated renewal certificate must be filed fifteen (15) days prior to the policies expiration. The aforementioned bond or insurance policy shall protect the public against loss of life, bodily injury, and property damage in the following amounts, to-wit:

1. Any type and amount of insurance required to be carried for intra-state carriers by the Mississippi Public Service Commission as set forth in any and all applicable State statutes and/or rules or regulations of said Commission;
2. If in excess of any minimum amounts to be carried by the Mississippi Public Service Commission, an automobile liability policy in the minimum amount of $100,000.00 relative to the operation of the wrecker and/or tow truck and/or equipment of the wrecker and/or tow company;
3. If in excess of any minimum amounts to be carried by the Mississippi Public Service Commission, an on-hook liability policy in the minimum amount of $50,000.00 relative to the operation of the wrecker and/or tow truck and/or equipment of the wrecker and/or tow company;

4. If in excess of any minimum amounts to be carried by the Mississippi Public Service Commission, a Garage Keepers Liability Policy in the minimum amount of $100,000.00 for the storage of rotation list vehicles.
5. Said wrecker/towing company shall be responsible for any and all damages arising from the towing of any vehicles by said wrecker/towing company at the direction of the City of Picayune Police Department. That in the event the City of Picayune shall be found liable, settle, and/or pay any sums of money to a third party resulting from the towing of any vehicles by the wrecker/towing company, then in that event, said wrecker/towing company shall hold harmless and indemnify the City of Picayune. Said wrecker/towing company shall execute a written hold harmless and/or indemnification agreement as part of qualifying inclusion in the rotation list.

c. Wrecking services must be available twenty-four (24) hours a day and provide telephone numbers; no answering services shall be allowed.

d. Must provide proof of current licensing with the Mississippi Tax Commission authorizing operating of a wrecker service and storage company.

e. Maintain a securely fenced, lighted and locked storage area for vehicles ordered towed by the Police Department.

f. Utilize a factory-built wrecker with a four-ton winch (minimum).

g. Response time will be limited to a maximum of twenty (20) minutes.

h. Established business hours printed on the tow bill or business cards to be given to the customer at the time of tow. Allow no additional fee to be charged on storage such as gate fees, etc. Unless the vehicle owner wants to pickup after business hours, then reasonable after hour fee would be acceptable.

i. Must furnish a copy of current city business license to the Picayune Police Department.

3. Some additional rules and requirements. All wrecker services, including those which do not choose to be on the rotation list maintained by the Police Department, must:
   a. Have a current licensing with the Mississippi Tax Commission granting authorization to operate a towing service and company;
   b. Operate a wrecker which has passed state inspection;
   c. Display of the name of such wrecker service shall be permanently affixed on both doors of the wrecker vehicle with a minimum three-inch lettering. No magnetic signs shall be allowed;
   d. Have a wrecker equipped with flashing or revolving amber lights, visible from front and rear of vehicles (see Section 63-7-19, Mississippi Code of 1972);
   e. Carry the following equipment:
      1. Wheel chocks with chains;
      2. Push broom (eighteen inch maximum);
      3. Shovel;
      4. Flares;
      5. Fire extinguisher;
      6. Pry bar;
      7. Dolly;
      8. Flashlight;

9. Wheel lifts;
10. Oil dry absorbent substance

f. All wreckers and/or tow trucks must be Mississippi Public Service Commission certified for intra-state use;

g. No operator/driver of a wrecker or tow truck shall proceed to the scene of an accident without the request of the Picayune Police Department;

h. No operator/driver of a wrecker or tow truck shall solicit business at the scene of an accident;

i. No wrecker operator shall speed or drive recklessly or disobey any traffic control signal, device, or sign while responding to a call. No wrecker operator shall enter the scene of an automobile collision to begin towing operations or salvage operations or interfere with or impede the flow of traffic without the approval of the officer on the scene;

j. Authorization permits shall be considered personal to the holder thereof and shall be issued only to a defined legal entity, which is operating an approved wrecker company. Permits shall not be subject to lease by another. The authorization permit is to be renewed annually subject to an inspection of all equipment and storage facilities for compliance with the terms and conditions of this General Ordinance. Authorization, permits are void if the business address, location, or ownership of the business changes;

k. A wrecker company will accept no request for service unless the operator has a wrecker immediately available to perform the requested service;

l. No wrecker operator shall respond to a call when he/she is under the influence of alcoholic or other intoxicating beverages or drugs;

m. No owner or operator shall be on the rotation list unless said driver or owner or operator is proficient and competent in the operation of said wrecker. The wrecker company owner shall furnish the department with a list of all drivers and the drivers license number of each driver;

n. Wrecker companies cannot refer a call to another wrecker company to avoid losing a turn on the rotation list;

o. Only one (1) wrecker company shall be called to any single vehicular accident. If additional equipment or recovery vehicles are needed to adequately complete a tow, the discretion of the responding wrecker company should be used in deciding what and whose additional equipment will be required;

p. When multiple vehicles are involved and multiple wreckers are called:
   1. The first wrecker arriving at the scene will tow the car causing the greatest traffic hazard as determined by the officer on the scene.
   2. When a requested wrecker arrives, that wrecker will help remove vehicles causing a traffic hazard from the roadway, then remove the requested tow.

q. If a wrecker company is to be un-available for any length of time, they shall inform the Picayune Police Department;

r. Wrecker operators who fail to answer a call will lose the call. If two (2) called are missed, an investigation will be initiated by the Picayune Police Department. Unless satisfactory justification is given, suspension and/or removal of the towing/wrecker company from the rotation list may be ordered as hereinafter set forth in this Ordinance;

s. Unless justification is given, companies refusing a call or failing to respond promptly to a call may be suspended and/or removed from the rotation list as hereinafter set forth in this Ordinance;

t. Rates charged to an individual for towing services requested by the Picayune Police Department should not exceed the normal rate charged an individual who requests towing services. Police calls

do not justify higher rates being charged. The reasonable rate for the towing of a vehicle as requested by the Picayune Police Department shall not exceed the amounts set forth in this Ordinance;

u. Wrecker company operators, shall not perform repair work on towed vehicles without the owner's written request;

v. No more than one properly licensed wrecker company shall operate out of a single properly licensed towing and storage facility. This does not prevent the storage of towed vehicles at a licensed storage facility with whom the towing/wrecker company has a written lease agreement. This leased storage facility used by the towing/wrecker company shall be accessible at all times to said towing/wrecker company. This leased storage facility shall also be properly marked with a conspicuous sign of said towing/wrecker company. That in the event the lease between storage facility and the towing/wrecker company shall terminate, the towing/wrecker company shall notify the Chief of Police's designee within fifteen (15) days of such termination. A copy of the written lease agreement shall be provided to the designee of the Police Chief as part of qualifying for inclusion on the rotation list;

w. Each owner of a wrecker company shall have no more than one wrecker company on the wrecker rotation list. If an individual owns more than one wrecker company, the wrecker company which is listed on the wrecker rotation list, must respond to the requests of the Police Department;

x. Unless justification is given, violation of any of the above regulations or requirements shall result in suspension and/or removal from the wrecker list as hereinafter set forth in this Ordinance;

y. If the owner of a vehicle believes that the vehicle was towed and/or charged unjustly, a complaint may be filed with the Picayune Police Department who shall conduct an investigation into the complaint. If the investigation reveals that the said vehicle was towed and/or charged unjustly, the Picayune Police Department will suspend or remove the company from the list depending on the gravity of the offense. If removal is ordered, the company shall not be allowed to re-apply for a period of one (1) year after removal;

z. This ordinance shall not be construed in any way to conflict with state law.

4. Responsibility for clearing scene. Wrecker driver shall be responsible for clearing the scene of all debris.

5. Use of flashing lights. Wreckers may only use flashing or revolving amber lights while clearing the scene of an accident, when hooking up and when towing a vehicle.

6. Suspension/Removal from rotation list.

a. The failure to meet or maintain the minimum wrecker specifications and other requirements and regulations as outlined in this Ordinance shall result in temporary or indefinite suspension. Repeated violations of the requirements listed herein shall, without justification, result in an indefinite suspension of the company from the rotation list. Any such failure or violation may result in stricter penalty if otherwise provided in this Ordinance.

b. A violation and/or violations of this Ordinance and the penalties associated therewith are as follows:

1. First Offense shall result in a suspension of no less than ten (10) days and no more than ninety (90) days depending upon the circumstances;

2. Second Offense within a twelve (12) month period will result in a suspension from no less than three (3) months nor more than six (6) months;
3. Third Offense occurring within a twelve (12) month period will result in suspension of one (1) year;
4. Fourth or greater offense occurring within a twelve (12) month period will result in a suspension no less than one (1) year.

c. An indefinite suspension of the wrecker company from the rotation list shall result from other factors and actions. Such other considerations may include but are not limited to the following:
   1. Flagrant, repeated or serious failure to cooperate with an officer at the scene of an accident;
   2. Conduct or practices in dealing with the public that can reflect unfavorably on the Department;
   3. Charging exorbitant rates for services;
   4. Failure to properly maintain records;
   5. Other circumstances or actions that reflect unfavorable on the department or its officers.

d. Failure to notify the last known owner of a vehicle as required herein will result in suspension of one (1) year.

7. Notification of Suspension.

a. Any officer or civilian who feels that the requirements of this Ordinance have been violated must report the alleged misconduct to the Chief of Police and/or his/her designee, who will investigate the alleged misconduct and make a recommendation under the terms of this Ordinance as to whether to suspend or remove the wrecker company to the Chief of Police.

b. The Chief of Police and/or his/her designee will decide whether to implement a first offense suspension.

c. When a wrecker company is suspended from the rotation list for any reason, the Picayune Police Department will notify the company of the suspension or removal, the effective date, the reason(s), the period of suspension, and the steps necessary to appeal the suspension.

d. In the event of a difference of opinion about a suspension from the rotation list, the Chief of Police and/or his designee, will investigate the circumstances and make the final decision as to whether the violation occurred, whether justification exists for the violation, and whether suspension or removal is required under this Ordinance.

8. Appeal Procedure.

To appeal a suspension from the rotation list:

a. A wrecker company and/or service under suspension from the rotation list may appeal the suspension by notifying in writing to City of Picayune City Manager that a hearing on the facts is desired.

b. Upon a request for an appeal, the City Manager shall appoint a hearing board to consist of three (3) impartial and/or non-biased individuals. This board shall be selected at the discretion of the City Manager.

c. Any and all persons who are involved in the brining or investigating of charges against the company under suspension or revocation are ineligible to serve as board members.

d. The appeal board shall consider matters referred to it by the City Manager. In reaching its finding, the board shall consider only what is germaine or relevant to the specific charges.

e. The appeal boards mission is to determine the facts, render findings concerning charges, and recommend appropriate action as provided in this Ordinance.

f. The board reaches its findings and recommendations by a vote by all voting members. A simple majority governs the results.

g. One member of the appeal board shall make a written report for the findings and recommendations within five (5) working days of the conclusion of the appeal hearing.

h. The decision of the appeal board in this administrative appeal process is final, subject to any other right of appeal available under local ordinance or state law.

i. Except as otherwise proved by local ordinance or state law, once the hearing process is complete concerning a given set of charges, the case will not be reopened and no other hearing held on the same charge or charges.

j. Normally, these hearings will be closed, attended only by parties to the hearing, or those persons authorized by the member of the board. This protects the privacy of the appealing company and internal Police Department departmental procedures.

9. Violations of Ordinance. Violation of any provision, condition or requirement of this Ordinance in effect under this Article, or failure to perform any act required by this Article is hereby declared to be unlawful and punishable as a misdemeanor in violation of the Ordinances of the City of Picayune not withstanding any action, including, but not limited to suspension or revocation from the rotation list, or the assessment of a fine not less than fifty dollars ($50.00) and no more than one thousand dollars ($1,000.00) or both which may be imposed against the wrecker business or operator under the provision of this Ordinance.

10. Appeal from denial of permit to the rotation list or from suspension or revocation from the rotation list:

a. Administrative Appeal. Any tow operator or company filing a complete application and being denied a Permit to tow on the rotation list under the provisions of the Ordinance, or any operator or company believing it is aggrieved by suspension (of permit), temporary or indefinite, or by revocation (of permit) from the rotation list to tow under the Ordinance, or because its wrecker is not permitted, shall be entitled to assert all administrative appeal relief provided for by the Ordinance.

b. Notice of Appeal to Council and Mayor. If after asserting all available administrative appeal relief, the appealing party deeming it is aggrieved may appeal to the City Council and Mayor. To appeal to the City Council and Mayor, a notice of appeal stating the action appealed from, and the reason it believes it is aggrieved, shall be filed by the aggrieved operator or company with the City Clerk within fifteen (15) days after the date of the final notice or order from the final administrative authority provided in the Ordinance.

c. Record of Administrative Appeal. A copy of the Notice of Appeal shall be furnished by the City Clerk to the Chief of Police. If a record of proceedings is available, it shall be copied for the City Council deliberations. If not available, it shall be noted in writing by the Chief of Police or his designee. The City Clerk in consultation with the City Attorney shall determine whether the record of the administrative appeals and findings are sufficient for appeal on the record, and if not, then the hearing shall be de novo. Operator shall be given notice in writing five (5) days or more prior to Council consideration of the time of the Appeal and whether the same shall be limited to the record or de novo.

d. Costs of the Record on Appeal to Council. If the appealing operator is unsuccessful in its appeal to the Mayor and City

Council, it shall be assessed the costs to the City of Picayune of copying the record for the City Council.

SECTION – TWO

Severability, Conflict and Effective Date

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision, or part of this ordinance. All provisions of this Ordinance shall be considered a separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The Ordinance was thereupon declared carried and adopted this 21st day of May 2002.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, and Watts, and Bounds

VOTING NAY: Councilmember Guy

The motion was declared carried.

CONSIDER APPROVAL OF STP PROJECT FOR FISCAL YEAR 2003-2005

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to submit the following projects to the Mississippi Department of Transportation for STP Projects for fiscal year 2003-2005

Location:	Bruce Street (U.S. 11 to South Beech Street)
Length:	1.1 miles
Type Work:	Lighting
Begin Date:	October 1, 2003
Total cost:	$ 500,000

Location:	Martin Luther King (Jackson Landing Road to Kingsway Drive
Length:	.35 miles
Type Work:	Lighting

Begin Date:	October 1, 2003
Total cost:	$ 400,000

Location:	South Beech Street (Palestine to Jackson Landing Road)
Length:	.87 miles
Type Work:	Curb, gutter, drainage, overlay, striping, lights
Begin Date:	October 1, 2004
Total Cost:	$ 800,000

Location:	Goodyear Boulevard and Mail Street
Length:	.2 miles
Type Work:	Signalization
Begin Date:	October 1, 2004
Total cost:	$ 500,000

Location:	Telly Road (Memorial Boulevard to New I-59 Service Road)
Length:	.9 miles
Type Work:	Overlay and drain
Begin Date:	October 1, 2004
Total cost:	$ 500,000

Location:	East Canal Street (Green to Loftin)
Length:	.67 miles
Type Work:	Sidewalks, curb & gutter, overlay, lights
Begin Date:	October 1, 2005
Total cost:	$ 800,000

Location:	Bales Street (Mitchell to Memorial Boulevard and Elm Street from Alpine to Memorial Boulevard)
Length:	.7 miles
Type Work:	Widen and overlay
Begin Date:	October 1, 2005
Total cost:	$ 650,000

Location:	Alpine Street (Memorial Boulevard to New I-59 Service Road)
Length:	.2 miles
Type Work:	Widen and overlay
Begin Date:	October 1, 2005
Total cost:	$ 250,000

Location:	West Canal Street (South Main to Herman Street)
Length:	.23 miles
Type Work:	Overlay and lighting
Begin Date:	October 1, 2006
Total cost:	$ 400,000

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Guy and Bounds

VOTING NAY: Councilmembers Roberson and Watts

The motion was declared carried.

ORDER TO NAME CITY HALL ANNEX

Motion was made by Councilmember Bounds, seconded by Councilmember Guy to name the City Hall Annex, the A.L. Franklin Annex for all the years of service and support that Mr. Franklin has given to the City of Picayune. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

At this time Councilmember Bounds left the meeting.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 121 5TH STREET

A public hearing on property cleanup was held for property located at 121 5th Street. The Grants Administrator reported that the cleanup had not been done and that the condition of the property constitutes a menace to the public health and safety of the area. Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the City to have the property cleaned and the cost charged against the property. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 501 SOUTH CURRAN AVENUE

A public hearing on property cleanup was scheduled for property located at 501 South Curran Avenue. The Grants Administrator reported that the property has been sold and cleaned up. No action was taken.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 200 SOUTH GRAY AVENUE

A public hearing on property cleanup was held for property located at 200 South Gray Avenue. The Grants Administrator reported that the cleanup had not been done and that the condition of the property constitutes a menace to the public health and safety of the area. Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the City to have the property cleaned and the cost charged against the property. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO SOLICIT FIRMS TO PROVIDE DESIGN ENGINEERING SERVICES FOR AN INTERMODAL TRANSPORTATION CENTER

Upon request of the Community Development Director, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the solicitation of firms to provide Design Engineering Services for an Intermodal Transportation Center. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING RELATIVE TO AN INTERMODAL TRANSPORTATION CENTER

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the Community Development Director to set a date for a public hearing relative to an Intermodal Transportation Center. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN MEMORANDUM OF UNDERSTANDING

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to authorize the Mayor to sign the following Memorandum of Understanding between the City of Picayune and Rheogistics, L.L.C.:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this, the _____day of_____, by and between the City of Picayune, and Rheogistics, L.L.C.

RECITALS:

WHEREAS, the City of Picayune is a Mississippi Municipality operating as a Political Subdivision of the State of Mississippi;

WHEREAS, Rheogistics, L.L.C. is a commercial enterprise doing business in the State of Mississippi;

WHEREAS, the City of Picayune and Rheogistics, L.L.C., has entered into an agreement with respect to the acquisition of certain real property located in, on and by the City of Picayune for the purposes of commercial development;

WHEREAS, in order to facilitate such development, the City of Picayune will apply for a community development block grant in order to aid said development of the subject property to be purchased by Rheogistics, L.L.C.;

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

NOW THEREFORE, it is agreed to and understood between the Parties as follows, to-wit:

On or Before 45 Days from Final Environmental Clearance from MS Corp of Engineers and/or this Memorandum of Understanding is Signed

- The City of Picayune prepares warranty deed for 5 Acres of Property known.
- An itemized cost estimate for this project will be established meeting Norfolk Southern, CDBG and the City of Picayune's requirements.
- Rheogistics, L.L.C. has committed to hiring at least 15 personnel and investing $1 million in their Picayune, MS facility within three years from project start date for this CDBG application. The start date for the said 36 Month begins with award notice of CDBG funding from the Mississippi Development Authority (MDA).
- The City of Picayune will submit the Community Development Block Grant application to the Mississippi Development Authority upon receipt of an approved environmental assessment by the Economic Development Administration in Atlanta, GA.
- Rheogistics and the City of Picayune will close on 5.25 acres at a price of $34,000 in the Picayune Industrial Park which shall include an option on 5 acres adjacent to the southern boundary of the purchased property for a time frame not to exceed 24 months from date of closing. Price of said option will be market value of property at the time the option is exercised.
- The City of Picayune will install two swells running the length of said property; one on the Northern Boundary and one on the Southern Boundary. The swells will be constructed in compliance with the environmental analysis submitted for this site. These swells should be installed within 10 working days after property closing date.
- Rheogistics intends to begin construction of its facility within 30 days of the property closing (weather permitting). Rheogistics estimates that it will begin operations approximately 6-8 months after the groundbreaking at which time Rheogistics intends to hire its first 6-7 employees.

On or Before 8 Months from Property Closing Date

- Upon completion of their initial facility, Rheogistics will provide the City of Picayune with an estimate of the timeframe they anticipate need of rail spur to ensure construction is completed to meet Rheogistics needs. The City of Picayune establishes proposed construction start date.

On or Before 18 Months from CDBG Funding Notification

- Rheogistics will give the City of Picayune a written notice 90-days prior to start date reconfirming need date for said rail spur. Along with written notice

Rheogistics will also provide a Surety Bond to cover the previously agreed upon cost between Rheogistics, the City of Picayune and the MDA for the rail spur to serve the Rheogistics plant site in the Picayune Industrial Park. Rheogistics will be released from the Surety Bond for the Rheogistics rail spur CDBG project upon meeting all requirements set by the MDA for this CDBG Project and the City of Picayune attaining a closeout package for the Rheogistics rail spur CDBG project from MDA.

- The City of Picayune will proceed to initiate its State mandated procurement process and requirements to align a contractor for rail spur project if required.

- Construction begins with the acquisition of the Surety Bond and the scheduling of contractors with an estimated construction period to complete rail spur of 6 months.

On or Before 24 Months of CDBG Funding Notification

- Rheogistics Rail Spur construction is complete.

On or Before 35 Months of CDBG Funding Notification

- Option one: Rheogistics has met or exceeded CDBG application requirements of 15 new employees hired at the Picayune, MS facility with a minimum of 51% be of low to moderate income and investing $1 million at said facility.

- Option two: The City of Picayune exercises surety bond.

- If Option one is met The City of Picayune requests from MDA a closeout package. When closeout package is received=, completed and approved by MDA Rheogistics, LLC is relieved from surety bond obligation.

- If Option two is required the City of Picayune exercises surety bond relieving both the City of Picayune and Rheogistics from all risks or obligations.

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

City of Picayune

_____

Greg Mitchell, Mayor

_____

Brenda Ford, Deputy City Clerk

Rheogistics, L.L.C.

_____

Hank Renken, President & C.O.O.

_____

Tom Pederson

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN CONTRACT

Motion was made by Councilmember Watts, seconded by Councilmember Roberson, to authorize the Mayor to sign the contract between AES, Ltd and the City of Picayune for design and construction engineering services for the Rheogistics Rail Spur Project. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO ADOPT AMENDMENT TO THE LOAN AMORTIZATION SCHEDULE FOR THE MISSISSIPPI AIRPORT REVITALIZATION REVOLVING LOAN (AP-015)

Motion was made by Councilmember Parker, seconded by Councilmember Roberson, to adopt the amendment to the Loan Amortization Schedule for the Mississippi Airport Revitalization Revolving Loan (AP-015) loan agreement between the Mississippi Development Authority and the City of Picayune and authorize the Mayor to sign. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

ORDER TO AUTHORIZE CITY MANAGER TO LOOK INTO THE POSSIBILITY OF REDISTRICTING

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the City Manager to look into the possibility of redistricting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to adjourn. The following roll call vote was taken:

REGULAR MEETING DATED MAY 21, 2002

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

June 4, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, June 4, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Donald Parker, Kathy Watts, Leavern Guy, Sr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Councilmember Donald Parker, followed by the Pledge of Allegiance led by Councilmember Bounds.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated May 21, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

Ms. State Tax Commission	Utility	NTE $ 6,000.00
City of Picayune, General	Utility	NTE $ 52,000.00
Tommy Dyle	General	$ 783.72
Evan Landrum, Sr.	Utility	$ 65.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR BID

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Purchasing Agent to advertise for bid police uniforms. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR BID

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Purchasing Agent to advertise for bid lighting at Snyder Park Field. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Upon request from the Tax Department, motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign a quitclaim deed for 1997 & 1998 taxes in the name of Annie Mae Hair, parcel # 617-515-004-04-010-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING ON PROPERTY CLEANUP

Upon recommendation of the Grants Administrator, motion was made by Councilmember Guy, seconded by Councilmember Parker, to set the date and time of July 16, 2002, 6:00 p.m. for property cleanup public hearing for property located at the 1st lot on South Monroe, north of 114 South Monroe. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the request for street closure of Baylous Street to North Howard, turn right on North Howard, turn left on Clarenda Street, turn right on Blanks and left on 3rd Street, take 3rd Street turn right on North Monroe Avenue then take a right on 5th Street and go on around to Fannie Avenue and end up back on Baylous Street in the church parking lot, for Pilgrim Bound Baptist Church Vacation Bible School Parade on Saturday, June 15, 2002 at 10:00 a.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER APPROVAL OF DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the docket for the month of May 2002 in the amount of $255, 160.28. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER APPOINTMENT TO PRIDE STEERING COMMITTEE

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to appoint Ms. Gladys Vaughn to the PRIDE Steering Committee for a three-year term to expire in May 2005. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN AGREEMENT WITH AVL, PLLC

Motion was made by Councilmember Watts, seconded by Councilmember Guy, to authorize the Mayor to sign the following agreement with Alexander, Van Loon, Sloan, Levens, Favre, PLLC for a Single Audit:

May 29, 2002

Mayor and City Manager
City of Picayune, Mississippi
203 Goodyear Boulevard
Picayune, MS 39466

This letter supercedes the letter dated November 1, 2001.

We are pleased to confirm our understanding of the services we are to provide the City of Picayune, Mississippi for the year ended September 30, 2001. We will audit the general purpose financial statements of the City of Picayune as of and for the year ended September 30, 2001. We understand that the financial statements will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the general purpose financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule of reconciling original ad valorem tax rolls
3. Schedule of surety bonds for city officials

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations.*

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted

accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provision of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary of prior audit findings and a corrective action plan, as applicable.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatements, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include test of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to the plan to audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the City of Picayune,

Mississippi's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will b expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, out tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to records, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

Audit Procedures – Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Picayune, Mississippi's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Picayune, Mississippi's major programs. The purpose of those procedures will be to express an opinion on the City of Picayune, Mississippi's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide

copies of our reports to the City; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The workpapers for this engagement are the property of Alexander, Van Loon, Sloan, Levens and Favre, PLLC, and constitute confidential information. However, we may be requested to make certain workpapers available to the grantor agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of Alexander, Van Loon, Sloan, Levens and Favre, PLLC, personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the grantor agency. The grantor agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by the oversight agency for Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

Our fee for these services assume the following:

1. All schedules and documentation requested in the Client Assistance Schedule have been completed prior to commencement of the engagement.
2. All year-end adjustments have been made to the City's records prior to commencement of the engagement.

Based on these assumptions, our fee for these services will be at our standard hourly rates estimated to be $24,900 for the basic audit and from $4,800 to $5,500 for the Single Audit. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Unexpected circumstances can include numerous delays, fraud circumstances which cause us to incur additional hours to investigate, expand testing and report such, etc. If significant additional time is necessary, we will discuss it with your and arrive at a new fee estimate before we incur the additional costs. If accounting services are required in order to prepare schedules and/or year-end adjustments, we will bill the actual time incurred at our standard hourly rates as follows:

Partner	$ 125 - $ 150
Manager	$ 90 - $ 110
Senior	$ 75 - $ 88
Staff	$ 45 – $ 73

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Picayune, Mississippi and believe this letter accurately summarizes the significant terms of our agreement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Alexander, Van Loon, Sloan, Levens & Favre, PLLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Picayune, Mississippi.

By:_____
Title:_____
Date:_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to accept the minutes of the Planning Commission dated April 18, 2002. The following roll vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE PLANNING COMMISSION MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of the Planning Commission minutes dated May 16, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO GRANT EXTENSION

Motion was made by Councilmember Bounds, seconded by Councilmember Parker, to grant extension until June 20, 2002 to obtain support of a Planner to help with

recommendation regarding proposed rezoning from R-3 to R-4, property located on Virginia Avenue, owned by Charles McGill. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

ABSTAINED: Councilmember Guy

The motion was declared carried.

CONSIDER REQUEST FOR SIDE YARD VARIANCE

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to grant a 4' side yard variance for Mr. & Mrs. Lowell Webb, 1678 Provost Circle, in order to place an addition to their existing building. This is a hardship, as the addition cannot be placed any other way on property. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST FOR HOME OCCUPATION LICENSE

Motion was made by Councilmember Watts, seconded by Councilmember Parker, to grant a home occupation license for Ms. Rose Grady, 1520 S. Gray Avenue, in order to operate a mail order/internet business from her home. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST FOR REAR YARD VARIANCE

Motion was made by Councilmember Parker, seconded by Councilmember Guy, to grant a 15' rear yard variance for Ms. Annie Means, 909 Clover Circle for an addition to her home. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

REGULAR MEETING DATED JUNE 4, 2002

CONSIDER REQUEST FOR SINGLE FAMILY DWELLING IN C-1 ZONE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to grant permission to Mr. Arthur Williams to place a single family dwelling at 1504 East Canal Street, C-1 zone. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST FOR CONDITIONAL USE

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to grant a conditional use to Mr. Christopher O. Jones to build a Barber Shop at 1600 Bender Street at the corner of Beech Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN AMENDMENT TO LOAN AMORTIZATION SCHEDULE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign the amendment to loan amortization schedule for the Capital Improvements Revolving Loan #00-297-CP-01 between the City of Picayune the Mississippi Development Authority. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER #1 FOR THE NONDIRECTIONAL BEACON AT THE AIRPORT

Motion was made by Councilmember Watts, seconded by Councilmember Guy, to approve change order #1 for the Nondirectional Beacon at the new airport in the amount of $ 7,490.00 changing the original contract amount to $83,990.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

REGULAR MEETING DATED JUNE 4, 2002

CONSIDER REQUEST TO ADVERTISE FOR BID

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Purchasing Agent to advertise for Automated Weather Observing System for the Picayune Municipal Airport. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN DEED

Motion was made by Councilmember Watts, seconded by Councilmember Parker, to authorize the Mayor to sign deed for the sale of 5.02 acres in the Industrial Park to Larry R. Williamson and wife, Janis C. Williamson in the amount of $ 37,500.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson

The motion was declared carried.

At this time Councilmember Roberson entered the meeting.

ORDER TO ADJOURN

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

June 18, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, June 18, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Donald Parker, Kathy Watts, and Leavern Guy, Sr., City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Mr. Ken Hall, BankPlus, followed by the Pledge of Allegiance led by Councilmember Parker.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated June 4, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

Entex	Utility	$ 16,368.00
MGAM	Utility	$ 44,440.69
Gulfsouth Pipeline Co.	Utility	$ 9,655.62
UMC	Utility	$ 751.40
MS. State Tax Com.	General	$ 12.00
Charles Esque, Jr.	General	$ 461.87
Hancock Bank Leasing	General	$ .99
MBC-LEO	General	$ 100.00
MBC-LEO	General	$ 100.00
Talley Contracting, Inc.	Airport	$ 80,145.59
Talley Contracting, Inc.	Airport	$ 65,522.70

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MINUTES FROM PARTNERS FOR PEARL RIVER COUNTY

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the minutes from the Partners for Pearl River County board meeting dated April 29, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF RETIRMENT DEVELOPMENT MONTHLY ACTIVITY REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Retirement Development Monthly Activities report for the month of May 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REQUESTS REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Public Records Requests Report for the month of May 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORTS

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Monthly Budget Reports for the month of May 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER APPROVAL OF BUDGET AMENDMENT #3 FOR YEAR ENDING SEPTEMBER 30, 2002

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the following Budget Amendment #3 for year ending 9/30/02:

CITY OF PICAYUNE
SPECIAL POLICE DRUG FUND
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
RESTITUTION	10,000	10,000	10,000	6,000
FORFEITURES & SEIZURES	5,000	5,000	5,000	18,000
INTEREST INCOME	2,000	2,000	2,000	2,000
TOTAL REVENUE	17,000	17,000	17,000	26,000
BEGINNING CASH	98,254	98,254	98,254	98,254
TOTAL FROM ALL SOURCES	115,254	115,254	115,254	124,254
EXPENSES:				
CAPITAL OUTLAYS	6,600	6,600	6,600	14,600
ENDING CASH BALANCE	108,654	108,654	108,654	109,654
TOTAL EXPENSES & ENDING CASH BALANCE	115,254	115,254	115,254	124,254

CITY OF PICAYUNE
CDBG WESTSIDE REDEVELOPMENT
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
INTEREST INCOME	1,000	1,000	1,000	1,000
SALE OF LOTS	-0-	-0-	-0-	5,000
TOTAL REVENUES	1,000	1,000	1,000	6,000
BEGINNING CASH	20,921	20,921	20,921	20,921
TOTAL FROM ALL SOURCES	21,921	21,921	21,921	26,921

EXPENSES:				
CAPITAL OUTLAYS	-0-	-0-	-0-	1,000
ENDING CASH BALANCE	21,921	21,921	21,921	25,921
TOTAL EXPENSES & ENDING CASH BALANCE	21,921	21,921	21,921	26,921

CITY OF PICAYUNE
TOBACCO GRANT
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 0/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
GRANT REVENUE	-0-	-0-	-0-	-0-
INTEREST INCOME	500	500	500	500
TOTAL REVENUES	500	500	500	500
BEGINNING CASH	22,609	22,609	22,609	22,609
TOTAL FROM ALL SOURCES	23,109	23,109	23,109	23,109
EXPENSES:				
SUPPLIES	-0-	-0-	-0-	-0-
OTHER SERVICES	-0-	-0-	-0-	500
CAPITAL OUTLAYS	20,000	20,000	20,000	20,000
ENDING CASH BALANCE	3,109	3,109	3,109	2,609
TOTAL EXPENSES & ENDING CASH BALANCE	23,109	23,109	23,109	23,109

CITY OF PICAYUNE
FED LAW ENF BLK GRANT V
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
GRANT REVENUE	-0-	-0-	-0-	-0-
TRANSFER IN FROM GEN	-0-	-0-	-0-	1,534
INTEREST INCOME	-0-	-0-	-0-	100
TOTAL REVENUES	-0-	-0-	-0-	1,634
BEGINNING CASH	-0-	13,893	13,893	13,920
TOAL FROM ALL SOURCES	-0-	13,893	13,893	15,554
EXPENSES:				
SUPPLIES	-0-	-0-	-0-	-0-

OTHER SERVICES	-0-	-0-	-0-	-0-
CAPITAL OUTLAYS	-0-	13,893	13,893	15,554
ENDING CASH BALANCE	-0-	-0-	-0-	-0-
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	13,893	13,893	15,554

CITY OF PICAYUNE
NEW-FEDERAL VEST GRANT
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
GRANT REVENUE	-0-	-0-	-0-	2,500
TRANSFER IN FROM GEN	-0-	-0-	-0-	2,500
INTEREST INCOME	-0-	-0-	-0-	-0-
TOTAL REVENUES	-0-	-0-	-0-	5,000
BEGINNING CASH	-0-	-0-	-0-	-0-
TOTAL FROM ALL SOURCES	-0-	-0-	-0-	5,000
EXPENSES:				
SUPPLIES	-0-	-0-	-0-	-0-
OTHER SERVICES	-0-	-0-	-0-	-0-
CAPITAL OUTLAYS	-0-	-0-	-0-	5,000
ENDING CASH BALANCE	-0-	-0-	-0-	-0-
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	-0-	-0-	5,000

CITY OF PICAYUNE
UDAG MAJESTIC INN
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
RENTAL PAYMENTS	28,219	28,219	28,219	28,219
INTEREST INCOME	2,500	2,500	2,500	2,500
TOTAL REVENUES	30,719	30,719	30,719	30,719
BEGINNING CASH	88,504	88,504	88,504	404,393

TOTAL FROM ALL SOURCES	119,223	119,223	119,223	435,112
EXPENSES:				
CAPITAL OUTLAYS	-0-	-0-	-0-	-0-
TRANSFER TO AIRPORT-CHEVRON	-0-	-0-	-0-	310,000
ENDING CASH BALANCE	119,223	119,223	119,223	125,112
TOTAL EXPENSES & ENDING CASH BALANCE	119,223	119,223	119,223	435,112

CITY OF PICAYUNE – AIRPORT FUND
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
FEDERAL GRANTS	-0-	1,684,000	1,684,000	1,684,000
STATE GRANTS	-0-	150,000	150,000	150,000
REVENUES	76,000	76,000	76,000	76,000
LOAN PROCEEDS	-0-	-0-	-0-	73,768
TRANSFER IN	144,000	710,405	710,405	487,000
TOTAL REVENUE	220,000	2,620,405	2,620,405	2,470,768
BEGINNING CASH & INVESTMENTS	16,043	(325,918)	254,980	254,980
TOTAL FROM ALL SOURCES	236,043	2,294,487	2,875,385	2,725,748
EXPENSES:				
PERSONNEL	50,000	50,000	50,000	50,000
SUPPLIES	26,000	26,000	26,000	26,000
OTHER SERVICES & CHARGES	30,000	30,000	40,300	40,300
CAPITAL OUTLAYS	27,000	2,085,444	2,085,444	2,085,444
TOTAL OPERATING EXPENSES	133,000	2,191,444	2,201,744	2,201,744
LOAN PAYMENTS (TRANSFER OUT)	101,300	101,300	101,300	101,300
ENDING CASH & INVESTMENTS	1,743	1,743	572,341	422,704
TOTAL DISBURSEMENTS & ENDING CASH BALANCE	236,043	2,294,487	2,875,385	2,725,748

REGULAR MEETING DATED JUNE 18, 2002

CITY OF PICAYUNE-GENERAL FUND
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
LICENSES & PERMITS	380,000	380,000	380,000	380,000
INTERGOVERNMENTAL REVENUES	3,172,000	3,215,300	3,215,300	3,217,800
CHARGES FOR SERVICES	608,000	608,000	608,000	608,000
FINES & FORFEITS	340,000	340,000	340,000	340,000
MISCELLANEOUS	20,000	20,000	20,000	20,000
TRANSFERS IN	350,000	350,000	350,000	350,000
INTEREST INCOME	55,000	55,000	55,000	55,000
NON-REVENUE RECEIPTS	135,000	135,000	135,000	136,200
TOTAL FROM ALL SOURCES OTHER THAN TAXES	5,060,000	5,103,300	5,103,300	5,107,000
BEGINNING CASH	1,400,000	1,665,300	1,665,300	1,704,834
TOTAL RECEIPTS OTHER THAN AD VALLOREM TAX	6,460,000	6,768,600	6,768,600	6,811,834
AMOUNT TO BE RAISED BY AD VALOREM TAX	1,492,000	1,492,000	1,492,000	1,492,000
TOTAL FROM ALL SOURCES	7,952,000	8,260,600	8,260,600	8,303,834
EXPENSES:				
GENERAL GOVERNMENT				
PERSONNEL	878,000	878,000	878,000	878,000
SUPPLIES	34,500	34,500	34,500	34,500
OTHER SERVICES & CHARGES	367,000	367,000	367,000	369,500
CAPITAL OUTLAYS	24,000	54,000	54,000	54,000
TOTAL	1,303,500	1,333,500	1,333,500	1,336,000
PUBLIC SAFETY – POLICE				
PERSONNEL	1,388,200	1,413,554	1,408,554	1,408,554
SUPPLIES	142,300	144,936	144,936	144,936
OTHER SERVICES & CHARGES	151,600	157,710	162,710	166,210
CAPITAL OUTLAYS	28,700	37,900	37,900	42,900
TOTAL	1,710,800	1,754,100	1,754,100	1,762,600
PUBLIC SAFETY – FIRE				
PERSONNEL	1,241,495	1,241,495	1,241,495	1,241,495
SUPPLIES	58,850	58,850	58,850	58,850
OTHER SERVICES & CHARGES	58,900	59,600	59,600	59,600
CAPITAL OUTLAYS	30,350	33,350	33,350	33,350

TOTAL	1,389,595	1,393,295	1,393,295	1,393,295
PUBLIC WORKS				
PERSONNEL	830,000	830,000	830,000	830,000
SUPPLIES	263,750	263,750	263,750	263,750
OTHER SERVICES & CHARGES	790,050	805,050	805,050	805,050
CAPITAL OUTLAYS	635,750	852,350	852,350	852,350
TOTAL	2,519,550	2,751,150	2,751,150	2,751,150
CULTURE & RECREATION				
PERSONNEL	-0-	-0-	-0-	-0-
SUPPLIES	-0-	-0-	-0-	-0-
OTHER SERVICES & CHARGES	-0-	-0-	-0-	-0-
CAPITAL OUTLAYS	5,000	5,000	5,000	5,000
TOTAL	5,000	5,000	5,000	5,000
COST OF LIVING RAISES	95,000	95,000	95,000	95,000
AID TO OTHER GOVERNMENTS	33,250	33,250	33,250	33,250
TRANSFERS OUT	492,000	563,132	563,152	600,186
ENDING CASH BALANCE	403,305	332,173	332,153	327,353
TOTAL EXPENDITURES & ENDING CASH BALANCE	7,952,000	8,260,600	8,260,600	8,303,834

CITY OF PICAYUNE
ECONOMIC DEVELOPMENT FUND
PROPOSED BUDGET AMENDMENT #3
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND#2	AMEND #3
REVENUES:				
SALES TAX REVENUE	210,000	210,000	210,000	210,000
INTEREST INCOME	10,000	10,000	10,000	10,000
RENT	3,750	3,750	3,750	3,750
TOTAL REVENUES	223,750	223,750	223,750	223,750
BEGINNING CASH	324,671	324,671	324,671	324,671
TOTAL FROM ALL SOURCES	548,421	548,421	548,421	548,421
EXPENSES:				
SUPPORT TO OTHER ORGANIZATIONS	5,000	5,000	5,000	5,000
OTHER SERVICES	-0-	-0-	-0-	600
CAPITAL OUTLAYS	60,000	60,000	60,000	60,000

ENDING CASH BALANCE	483,421	483,421	483,421	482,821
TOTAL EXPENSES & ENDING CASH BALANCE	548,421	548,421	548,421	548,421

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign a quitclaim deed for 1998 taxes in the name of Charles Jarrell, parcel # 517-828-000-00-077-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO APPLY FOR SAFE COMMUNITY GRANT AND AUTHORIZE THE MAYOR TO SIGN GRANT APPLICATION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Grant Administrator to apply for a Safe Community Grant through the Office of Highway Safety in the amount of $470,158.5, with $40,614.19 federal dollars and $29,544.32 in kind local match dollars and authorize the Mayor to sign the grant application. The grant will provide the salary and fringe benefits for Safe Community Coordinator and provide additional monies for community safety programs.

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO APPLY FOR LOCAL LAW ENFORCEMENT BLOCK GRANT AND AUTHORIZE THE MAYOR TO SIGN GRANT APPLICATION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Grant Administrator to apply for Local Law Enforcement Block Grant through the Bureau of Justice in the amount of $15,969.00 and authorize the Mayor to sign grant application. The Picayune Police Department share of the $15,969.00 is $7,984.50 and the Pearl River County Sheriff Department share is $7,984.50. The City's matching share is $4,798.45. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 1420 8TH AVENUE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to set the date and time of July 16, 2002, 6:00 p.m. for a public hearing on property cleanup located at 1420 8th Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the issuance of a manual check in the amount of $100.00 to the Picayune Touchdown Club to advertise the resources of the City at their golf tournament. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

MATTER OF RECORD

Mr. Ken Hall, from BankPlus, came before the Mayor and Council to express his appreciation, to the Picayune Police Department for their professionalism in the investigation and apprehension of robber in regard to the recent bank robbery at said bank.

CONSIDER REQUEST TO GRANT ADDITIONAL DAY FOR 4TH OF JULY HOLIDAY

On June 6, 2002 the Governor of the State of Mississippi granted Friday, July 5, 2002 as an additional day to further the observance of the Fourth of July Holiday. Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the additional day as recommended by the Governor. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN LOAN AGREEMENT FOR WATER WELL REHABILITATION

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Mayor to sign loan agreement for Water Well Rehabilitation – Drinking Water Systems Improvements Revolving Loan Fund, DWI-H280065-01-0. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO COMMIT MATCH FOR FISCAL YEAR 2002 WATER AND WASTEWATER PROJECT

Motion was made by Councilmember Watts, seconded by Councilmember Guy, to commit $213,000 as city's match for fiscal year 2002 Water and Wastewater Project funded by the Corp of Engineers. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDIER REQUEST TO AUTHORIZE THE MAYOR TO SIGN CONTRACT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign the following contract with Twin L Construction:

SECTION 902

CONTRACT

This Contract, made this the 18th day of June, 2002, by and between the City of Picayune, Mississippi, a municipal corporation, hereinafter called "Owner" and Twin L Construction, Inc. doing business as a Corporation located in Pass Christian, Mississippi, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of ROADWAY IMPROVEMENTS said project being designated SURFACE TRANSPORTATION PROGRAM PROJECT NO. STP-9601 (4) Mississippi Department of Transportation Number 49-9601-00-004-10, Pearl River County and being more completely described in the Contract Documents and on the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in a written NOTICE TO PROCEED by the OWNER and will complete the same as set out in the Contract Documents unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages as provided for in Section 907-108-11 (Urban) of the Special Provisions.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Contract, Payment Bond,

Performance Bond, Mississippi Standard Specifications for Road and Bridge Construction 1990, Special Provisions to the Standard Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications in the Contract.

4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this contract in good and workmanlike manner, strictly in accordance with said contract Documents, Contract Drawings and other requirements of the City, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Picayune, for which the City hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract Unit prices therefor as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, which is estimated as being the sum of **One Million, One Hundred Five Thousand, One Hundred Seventy-One Dollars and 78/100 ($1,105,171.78),** in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.
5. The Contractor agrees and binds himself (itself) to indemnify and hold harmless and to defend any claims or suits against the City of Picayune and its authorized representatives, including the engineer, and its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the Contractor, or from any suit or claim brought against the City of Picayune by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The City of Picayune and its authorized representatives, including the engineer, are not responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions or programs of the Contractor or his agents, including subcontractors.
7. It is further agreed that the work shall be completed to the satisfaction of the Department of Public Works of the City of Picayune or the authorized representatives; and subject to inspection at all times and approval by the Mississippi Department of Transportation and the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved.
8. The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by the Mississippi Employment Security Commission, Picayune, Mississippi.
9. It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion. The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.
10. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of **One Million, One Hundred Five Thousand, One Hundred Seventy-One Dollars and 78/100 ($1,105,171.78).**
11. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of **One Million, One Hundred Five Thousand, One Hundred Seventy-One Dollars and 78/100 ($1,105,171.78).**
12. The Contractor agrees to allow the City, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making

audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

13. The Owner will pay to the Contractor in the manner and as such times and amounts as set forth in the Contract Documents.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in ten (10) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF PICAYUNE, MISSISSIPPI	_____ Contractor
BY_____ Mayor	BY_____
ATTEST_____ City Clerk	ATTEST_____
(Seal)	(Seal)

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN NOTICE TO PROCEED

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign the following "Notice to Proceed"

June 18, 2002

NOTICE TO PROCEED

Twin L Construction, Inc.
Attention: Mr. Richard Ladner
8292 Firetower Road
Pass Christian, MS 39571

REFERENCE: MEMORIAL BOULEVARD – CITY OF PICAYUNE, MISSISSIPPI
STP-9601-(4)/49-9601-00-004-10

Dear Mr. Ladner:

You are hereby notified to commence Work in accordance with the Contract dated June 18, 2002, on or before July 8, 2002. You are to complete the Work within 210 calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore February 3, 2003. Assessment of liquidated damages in the amount of $403.00 per calendar day will be imposed for each day the Work remains incomplete after February 3, 2003. Liquidated

Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Picayune, Mississippi for the work to be performed under the Contract. Charles H. Hill, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the City of Picayune, Attention: David L. Hattaway, P.E. and to Neel-Schaffer, Inc., Attention: Charles H. Hill, P.E., indicating your receipt of this document in the space provided on page two.

Sincerely,

Gregory Mitchell
Mayor, City of Picayune

Page 2
Mr. Richard Ladner
June 18, 2002

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by_____
this, the_____day of_____,2002.

By_____

Title_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

CONSIDER REQUEST TO RENAME INDUSTRIAL PARK

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to rename the Industrial Park to Technology Park. After some discussion, Councilmember Guy withdrew his motion.

ORDER TO TABLE REQUEST TO RENAME INDUSTRIAL PARK

Motion was made by Councilmember Watts, seconded by Councilmember Guy, to table request to rename the Industrial Park until more information is gathered. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO CONTACT THE PEARL RIVER COUNTY STRATEGIC PLANNING COMMITTEE TO MEET WITH THE COUNCIL

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the City Manager to contact the Pearl River County Strategic Planning Committee to meet with the City Council at the July 2, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Roberson and Bounds

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

July 2, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, July 2, 2002, at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Sr. and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Captain David Ervin.

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

Opening Prayer was given by Rev. Gary Sumrall of Salem Baptist Church, followed by the Pledge of Allegiance led by Councilmember Donald Parker.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and Council dated June 18, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

Ms. State Tax Commission	Utility	NTE	$ 6,000.00
City of Picayune, General	Utility	NTE	52,000.00
Ms. State Tax Commission	General		12.00
Fed. Law Enforcement Block Grant V Fund	General		1,534.00
Jerry Bounds	General		708.01
J.P. Burns, Jr.	General		211.40
Brenda Ford	General		483.60
Greg Mitchell	General		260.16
Kathy Watts	General		712.16
Donald Parker	General		145.80
David Earl Johnson, Chancery Clerk	General		7.00
Kanduit Construction	Airport		76,699.33
Alexander, Van Loon	Eco. Dev.		562.75

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and

Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING ON PROPERTY CLEANUP AT PALESTINE ROAD, 31.3 ACRES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to set the date and time of August 20, 2002, 6:00 p.m. for a public hearing on property cleanup located at Palestine Road, 31.3 acres. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 116 MOODY STREET

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to set the date and time of August 20, 2002, 6:00 p.m. for a public hearing on property cleanup located at 116 Moody Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the issuance of a manual check in the amount of $750 to the Picayune Big Dawgs 14 and under All-Star Team to advertise the resources of the City in traveling to Lubbock, TX for the USSSA World Series Softball Tournament. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPROVAL OF BUDGET AMENDMENT #4 FOR YEAR ENDING SEPTEMBER 30, 2002

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the following budget amendment #4 for year ending September 30, 2002:

REGULAR MEETING DATED JULY 2, 2002

CITY OF PICAYUNE
PROPOSED BUDGET AMENDMENT #4
FOR THE YEAR ENDING 9/30/02

	2001-2002 BUDGET	AMEND#1	AMEND#2	AMEND#3	AMEND#4
REVENUES:					
LICENSE & PERMITS	380,000	380,000	380,000	380,000	380,000
INTERGOVERNMENTAL REVENUES	3,172,000	3,215,300	3,215,300	3,217,800	3,217,800
CHARGES FOR SERVICES	608,000	608,000	608,000	608,000	608,000
FINES & FORFEITS	340,000	340,000	340,000	340,000	340,000
MISCELLANEOUS	20,000	20,000	20,000	20,000	20,000
TRANSFERS IN	350,000	350,000	350,000	350,000	350,000
INTEREST INCOME	55,000	55,000	55,000	55,000	55,000
NON-REVENUE RECEIPTS	135,000	135,000	135,000	136,200	136,200
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	5,060,000	5,103,300	5,103,300	5,107,000	5,107,000
BEGINNING CASH	1,400,000	1,665,300	1,665,300	1,704,834	1,704,834
TOTAL RECEIPTS OTHER THAN AD VALOREM TAXES	6,460,000	6,768,600	6,768,600	6,811,834	6,811,834
AMOUNT TO BE RAISED BY ADVALOREM TAX	1,492,000	1,492,000	1,492,000	1,492,000	1,492,000
TOTAL FROM ALL SOURCES	7,952,000	8,260,600	8,260,600	8,303,834	8,303,834
EXPENSES:					
GENERAL GOVERNMENT					
PERSONNEL	878,000	878,000	878,000	878,000	878,000
SUPPLIES	34,500	34,500	34,500	34,500	34,500
OTHER SERVICES & CHARGES	367,000	367,000	367,000	369,500	369,500
CAPITAL OUTLAYS	24,000	54,000	54,000	54,000	54,000
TOTAL	1,303,500	1,333,500	1,333,500	1,336,000	1,336,000
PUBLIC SAFETY - POLICE					
PERSONNEL	1,388,200	1,413,554	1,408,554	1,408,554	1,408,554
SUPPLIES	142,300	144,936	144,936	144,936	144,936
OTHER SERVICES & CHARGES	151,600	157,710	162,710	166,210	166,210
CAPITAL OUTLAYS	28,700	37,900	37,900	42,900	42,900
TOTAL	1,710,800	1,754,100	1,754,100	1,762,600	1,762,600
PUBLIC SAFETY - FIRE					
PERSONNEL	1,241,495	1,241,495	1,241,495	1,241,495	1,241,495
SUPPLIES	58,850	58,850	58,850	58,850	58,850
OTHER SERVICES & CHARGES	58,900	59,600	59,600	59,600	59,600
CAPITAL OUTLAYS	30,350	33,350	33,350	33,350	33,350
TOTAL	1,389,595	1,393,295	1,393,295	1,393,295	1,393,295
PUBLIC WORKS					
PERSONNEL	830,000	830,000	830,000	830,000	830,000
SUPPLIES	263,750	263,750	263,750	263,750	268,750
OTHER SERVICES & CHARGES	790,050	805,050	805,050	805,050	805,050
CAPITAL OUTLAYS	635,750	852,350	852,350	852,350	847,350
TOTAL	2,519,550	2,751,150	2,751,150	2,751,150	2,751,150
CULTURE & RECREATION					
PERSONNEL	-0-	-0-	-0-	-0-	-0-
SUPPLIES	-0-	-0-	-0-	-0-	-0-
OTHER SERVICES & CHARGES	-0-	-0-	-0-	-0-	-0-
CAPITAL OUTLAYS	5,000	5,000	5,000	5,000	5,000
TOTAL	5,000	5,000	5,000	5,000	5,000
COST OF LIVING RAISES	95,000	95,000	95,000	95,000	95,000
AID TO OTHER GOVERNMENTS	33,250	33,250	33,250	33,250	33,250
TRANSFER OUT	492,000	563,132	563,152	600,186	600,186

ENDING CASH	403,305	332,173	332,153	327,353	327,353
TOTAL EXPENDITURES & ENDING CASH BALANCE	7,952,000	8,260,600	8,260,600	8,303,834	8,303,834

CITY OF PICAYUNE
ECONOMIC DEVELOMENT FUND
PROPOSED BUDGET AMENDMENT #4
FOR THE YEAR ENDING 9/30/02

	2001-2002 BUDGET	AMEND#1	AMEND#2	AMEND#3	AMEND#4
REVENUES:					
SALES TAX REVENUE	210,000	210,000	210,000	210,000	210,000
INTEREST INCOME	10,000	10,000	10,000	10,000	10,000
RENT	3,750	3,750	3,750	3,750	3,750
TOTAL REVENUES	223,750	223,750	223,750	223,750	223,750
BEGINNING CASH	324,671	324,671	324,671	324,671	324,671
TOTAL FROM ALL SOURCES	548,421	548,421	548,421	548,421	548,421
EXPENSES:					
SUPPORT TO OTHER ORGANIZATIONS	5,000	5,000	5,000	5,000	5,000
OTHER SERVICES	-0-	-0-	-0-	600	800
CAPITAL OUTLAYS	60,000	60,000	60,000	60,000	60,000
ENDING CASH BALANCE	483,421	483,421	483,421	482,821	482,621
TOTAL EXPENSES & CASH BALANCE	548,421	548,421	548,421	548,421	548,421

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to accept the minutes of the Planning Commission dated May 16, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PLANNING COMMISSION MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the minutes of the Planning Commission dated June 20, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID 2000 TAX SALE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to void the 2000 tax sale on parcel # 517-838-000-00-001-00 and 517-828-000-00-003 in the name of Annie Meghee because homeowner should have had the over 65 exemption. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID THE 1999, 2000 AND 2001 TAX SALES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to void the 1999, 2000, 2001 tax sales on parcel # 617-102-000-00-024-00 in the name of Diane Stockstill because the property had been forfeited to the state and should not have been sold. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the docket for the month of June 2002 in the amount of $ 445,487.60. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO PROCLAIM CHESTER L. SALMON DAY

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to adopt the following proclamation:

In appreciation of his lifetime accomplishments, and In honor of his 104th birthday, July 5, 2002 is hereby proclaimed, **CHESTER L. SALMON DAY**, in the City of Picayune, Mississippi.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR WATER WELL REHABILITATION CONSTRUCTION

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to authorize the Purchasing Agent to advertise for Water Well Rehabilitation Construction. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

At this time Councilmember Guy recussed himself.

CONSIDER DECISION ON PUBLIC HEARING FOR REZONING REQUEST

Upon recommendation from the Planning Commission, motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to deny the rezoning request from Mr. Charles McGill, property located on Virginia Avenue from R-3 to R-4, because the present zoning of the property, R-3, offered various options to use. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

RECUSSED AND NOT VOTING: Councilmember Guy

The motion was declared carried.

At this time Councilmember Guy re-entered meeting.

CONSIDER DECISION ON PUBLIC HEARING FOR AMENDMENT TO SIGN ORDINANCE # 489, SECTION 1003

Upon recommendation from the Planning Commission, motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve the following amendment to zoning ordinance #489, Section 1003, Regulations of Signs:

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 489, SECTION 1003, REGULATION OF SIGNS – GENERAL RESTRICTIONS

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That Ordinance No. 489, Section 1003, Regulation of Signs – General Restrictions, shall be amended to include 1003.10.

1003.10 Portable signs shall be prohibited unless they are installed as a ground sign and shall be permitted as a ground sign. A Portable sign must be supported by one or more uprights, poles, braces or other structure anchored in or on the ground, and shall not have any electrical lines or wiring above ground between the sign and the building.

SECTION 2. Severability, Conflict, and Effective Date:

Should any section, clause, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision, or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-31-11, Mississippi Code of 1972, as amended.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR APPROVAL OF RE-SUBDIVISION PLAT

Upon recommendation of the Planning Commission, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the re-subdivision of one lot into two conforming lots, requested by Union Planters Bank, property located behind their building on Highway 11 South. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPROVAL OF CORRECTION WARRANTY DEED

Upon recommendation from the Community Development Director, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the following corrected warranty deed for Alvin and Desiree Richard, Jr. and authorized the Mayor to sign:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

CORRECTION WARRANTY DEED

WHEREAS, by Special Warranty Deed dated June 29, 1984, said deed recorded July 10, 1984 in the Land Deed Records of Pearl River County, Mississippi in Land Deed Book 398 page 230, The City of Picayune conveyed to Alvin Richard, Jr., certain lands therein described.

WHEREAS, in the said Special Warranty Deed, there was an error in the legal descriptions of said property and it was the intention of the parties that the property conveyed should be described as hereinafter set out.

WHEREAS, to prevent difficulties hereafter, and to permit recordation of a deed which reflects the true legal description of property herein, the parties desire to correct these errors as follows:

THEREFORE, this instrument witnesseth:

For and in consideration of the sum and amount of TEN ($10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **The City of Picayune, Mississippi, as authorized under the provisions of Section 21-17-1, Mississippi Code of 1971, as amended, and by resolution of the Mayor and Council of The City of Picayune,** does hereby give, grant, bargain, sell, convey unto **Alvin Richard, Jr.,** those certain parcels of real property located in Pearl River County, Mississippi, described as follows, together with all improvements and appurtenances thereon or thereunto belonging, to-wit:

Lot No. 79: Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 15, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 516.13 feet and West 1001.50 feet to the Place of Beginning; thence on and along a curve to the right a distance of 209.02 feet, and having a radius of 259.04 feet, on and along the West Right-of-Way of Richard Street; thence North 89 degrees 42 minutes 52 seconds West 168.45 feet; thence North 110.90 feet to the Place of Beginning, containing 0.224 acres, more or less, and being a part of the Northeast Quarter of the Southwest Quarter of Section 15, Township 6 South, Range 17 West, Pearl River County, Mississippi. All as more fully shown on the official plat of Rosa Street Redevelopment Area dated March 29, 1983, filed for record May 20, 1983 at Minute Book 44 on Plat Slide A-62 in the office of the Chancery Clerk of Pearl River County, Mississippi.

INDEX: NE ¼ OF SW ¼ OF SECTION 15, T6S, R17W, PEARL RIVER COUNTY, MISSISSIPPI; ALSO KNOWN AS LOT 79, ROSA STREET REDEVELOPMENT AREA.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

This conveyance is made subject to any and all reservations, restrictions, easements, exceptions, covenants and conditions of record, including any mineral, oil , gas reservations and any covenants or restrictions of record.

Grantor herein covenants that the above described property is no part of their homestead.

WITNESS the signature and corporate seal of The City of Picayune, a Municipal corporation, acting herein by and through its duly authorized officers, this the 2nd day of July 2002.

CITY OF PICAYUNE

BY: ITS MAYOR,
GREGORY H. MITCHELL

ATTEST:

Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #5 FOR WATER, SANITARY SEWER AND GAS IMPROVEMENTS FOR EDA PROJECT NO. 04-01-04862

Upon recommendation of the Community Development Director, motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve change order #5 for Water, Sanitary Sewer and Gas Improvements for EDA Project No. 04-01-04862 – Contract # to extend contract time by 60 days and remove existing concrete slab separating concrete apron and wash facility, install a new underground drain system with a heavy duty traffic grate to insure positive drainage of apron runoff away from wash facility in the amount of $4,820.00. New contract amount is $762,973.04. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER PETITION FROM OPPONENTS TO ALISON LANDING SUBDIVISION

Motion was made by Councilmember Roberson, seconded by Councilmember Guy to accept the petition from opponents to Alison Landing Subdivision. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF ALISON LANDING SUBDIVISION

After presentation from Gerald Cruthird, attorney for opponents to Alison Landing Subdivision and Gerald Patch, attorney for Mr. Alison, City Attorney Nathan Farmer stated that he needed more time to review the petition and information presented to him regarding the dispute between property owners against Alison Landing Subdivision and the City of Picayune. Upon this request, motion was made by Councilmember Roberson, seconded by

Councilmember Watts, to give the City Attorney until July 16, 2002 meeting to make his recommendation and findings. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Bounds

VOTING NAY: Councilmember Guy

The motion was declared carried.

ORDER TO AMEND AGENDA

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to amend the agenda by adding an executive session issue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to enter executive session to discuss a matter of potential litigation in regard to Alison Landing Subdivision. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of potential litigation in regard to Alison Landing Subdivision.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Bounds, seconded by Councilmember Guy, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session the Mayor and Council discussed a matter of potential litigation in regard to Alison Landing Subdivision and no action was taken.

REGULAR MEETING DATED JULY 2, 2002

ORDER TO ADJOURN

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

July 16, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, July 16, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Sr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. Joey Mark of St. Matthew Baptist Church, followed by the Pledge of Allegiance led by Councilmember Jerry Bounds.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the minutes of the Mayor and City Council dated July 2, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the issuance of the following manual checks:

Entex	Utility	$ 16,155.00
Gulf South Pipeline Co.	Utility	$ 5,572.05
UMC	Utility	$ 506.28
Lucien Roberson	General	$ 690.05
Leavern Guy	General	$ 505.50
Charles Dunhurst	General	$ 142.35

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Upon request of the Tax Department, motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of the Privilege License Report for the months of May and June 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of the Monthly Budget Reports for the month of July 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MINUTES FROM PARTNERS FOR PEARL RIVER COUNTY

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of minutes from Partners for Pearl River County dated June 3, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF RETIREMENT DEVELOPMENT MONTHLY ACTIVIES REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to acknowledge receipt of the Retirement Development Monthly Activities Report for the month of June 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Upon request from the Tax Department, motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign a quitclaim deed for 1998 taxes in the name of Gary Iverson, parcel #518-210-000-00-006-05. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE FOR BID

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Purchasing Agent to advertise for painting of the City Hall building. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SOLICIT PROPOSALS

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Purchasing Agent to solicit proposals for the development of a Comprehensive Plan. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO SURPLUS PROPERTY

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to declare as surplus the following property:

QUANTITY	DEPARTMENT	DESCRIPTION
1	FIRE DEPT.	1982 FORD SUPER DUTY TRUCK, Vehicle #124 Vin # 1FDJF37G2CPA93974
1	COMMUNITY DEV.	SWINGLINE ELECTRIC STAPLER SERIAL #421XX
1	COMMUNITY DEV.	HOLLIMAN COMPUTER SERVICES CPU
1	COMMUNITY DEV.	GATEWAY 2000 KEYBOARD, #2189014 XXXXX
1	COMMUNITY DEV.	SPECTRUM MONITOR, #APF080538589
1	COMMUNITY DEV.	COMPUTER MOUSE, M3DE-42C SN-A 48366
1	COMMUNITY DEV.	MICROSOFT COMPUTER MOUSE, 0721811
1	COMMUNITY DEV.	COMPUTER MOUSE, S70445194
1	COMMUNITY DEV.	XEROX 6020 MEMORYWRITER TYPEWRITER
1	COMMUNITY DEV.	CASIO R210 ELECTRONIC PRINTING CALCULATOR, 0207365
1	COMMUNITY DEV.	TURBO-TRAK KEYBOARD, HQK BITS9001 9712293450
1	COMMUNITY DEV.	OKIDATA OL 400 E LED PAGE PRINTER, 407A0189769
1	POLICE DEPARTMENT	1992 FORD CROWN VICTORIA, UNIT

REGULAR MEETING DATED JULY 16, 2002

		#168, VIN # 2FACP72WONX189055
1	POLICE DEPARTMENT	1991CHEVY S-10 PICKUP, UNIT #154, VIN #1GCCS14Z3M8259823
1	POLICE DEPARTMENT	1996 CHEVY IMPALA CAPRICE, UNIT #156, VIN #1G1BLS376MR143566
1	POLICE DEPARTMENT	1993 FORD TAURUS, UNIT #178, VIN # 1FACP5248PA305844
1	POLICE DEPARTMENT	1993 FORD TAURS, UNIT # 179, VIN # 1FACP5248PA305845
1	POLICE DEPARTMENT	1994 FORD CROWN VICTORIA, UNIT #183, VIN #2GFALP71W3RX160091
1	POLICE DEPARTMENT	1995 OLDS CUTLASS, UNIT #201, VIN # 1G3AJSM0S6405639
1	POLICE DEPARTMENT	1994 FORD CROWN VICTORIA, UNIT #184, VIN #2FALP71W4RX160097
2	POLICE DEPARTMENT	JETSONIC EMERGENCY BLUE LIGHTBARS
1	POLICE DEPARTMENT	AERODYNAMIC ORANGE EMERGENCY LIGHTBAR
2	POLICE DEPARTMENT	TOPMOUNT EMERGENCY SIREN SPEAKERS
1	POLICE DEPARTMENT	6-OUTLET SWITCH PANEL FOR EMERGENCY LIGHTS
1	POLICE DEPARTMENT	FEDERAL FIREBALL II BLUE EMERGENCY LIGHT
1	POLICE DEPARTMENT	SMITH CORONA TYPEWRITER SERIAL # NAEN7142214, I.D. # 04219
1	POLICE DEPARTMENT	OKIDATA PRINTER SERIAL # 102B1003858
1	POLICE DEPARTMENT	RODAN COMPUTER CPU SERIAL # IPX5405490
1	POLICE DEPARTMENT	RODAN COMPUTER CPU SERIAL #K9TPTM5455M
1	POLICE DEPARTMENT	COMPUTER MONITOR SERIAL # F335GFKAC
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL # 0XW04015
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERIA SERIAL # 24WO3625
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL #0XW04020
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL # 09WOO758
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL # 24W03628
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL # 08W04093
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL # 24W03629
1	POLICE DEPARTMENT	PANASONIC VIDEO CAMERA SERIAL # 24W03627
44	POLICE DEPARTMENT	RIOT TYPE HELMETS WITH 40 HELMET SHEILDS
1	POLICE DEPARTMENT	SHOPVA SERIAL # 527-19-03
1	POLICE DEPARTMENT	JVC VIDEO CAMCORDER W/CASE AND CHARGER, SERIAL # 116H1157
1	POLICE DEPARTMENT	JVC VIDEO CAMCORDER W/CASE AND CHARGER, SERIAL # 15604507
1	POLICE DEPARTMENT	BROTHER MFC4550 MULTI FUNCTION CENTER, SERIAL #M63544838
1	POLICE DEPARTMENT	AT&T SPIRIT CONNECTOR

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		INTERFACE UNIT
10	POLICE DEPARTMENT	AT&T SPIRIT 24 BUTTON/LINE PHONE SETS, MODEL #90151
5	POLICE DEPARTMENT	LUCENT SPIRIT 24 BUTTON/LINE PHONE SETS
1	POLICE DEPARTMENT	AVAYA SPIRIT 24 BUTTON/LINE PHONE SET
1	POLICE DEPARTMENT	AT&T SPIRIT MESSAGE SET MODEL 90110
1	POLICE DEPARTMENT	AT&T TECHOLOGIES CS1224E1 CONTROLLER, MODEL 2448
1	POLICE DEPARTMENT	AT&T MODEL 145 TRANSIENT VOLTAGE SURGE PROTECTOR
1	POLICE DEPARTMENT	AT&T ACS704A POWER SUPPLY
1	POLICE DEPARTMENT	BLUE/WHITE MONGOOSE BICYCLE SERIAL #RA954WMCT08M01JA
1	POLICE DEPARTMENT	PURPLE ROADMASTER BICYCLE SERIAL #R4417WMBT06M01JJ
1	POLICE DEPARTMENT	BLUE MURRAY BICYCLE
1	POLICE DEPARTMENT	GREEN HUFFY BICYCLE, SERIAL # HC5070571
1	POLICE DEPARTMENT	TAN PAINTED HUFFY BICYCLE, SERIAL#906921HUFYK4562
1	POLICE DEPARTMENT	GREEN TIDAL WAVE BICYCLE SERIAL #SM9364491
1	POLICE DEPARTMENT	BLUE ROADMASTR BICYCLE SERIAL # C003257785
1	POLICE DEPARTMENT	PURPLE MURRAY BICYCLE
1	POLICE DEPARTMENT	PURPLE ROADMASTER BICYCLE, SERIAL # RMC24226466
1	POLICE DEPARTMENT	PURPLE COMANCHE BICYCLE, SERIAL #UV99042444
1	POLICE DEPARTMENT	BLUE BICYCLE
1	POLICE DEPARTMENT	RED QUALIFIER BICYCLE
1	POLICE DEPARTMENT	RED HUFFY BICYCLE, SERIAL #50692C062LFC
1	POLICE DEPARTMENT	BLUE BICYCLE, SERIAL # 503169132735H646
1	POLICE DEPARTMENT	BLUE ALPINE BICYCLE
1	POLICE DEPARTMENT	BLUE FREE SPIRIT BICYCLE, SERIAL # 145489078822F9
1	POLICE DEPARTMENT	CHROME ROADMASTER BICYCLE, SERIAL #982944553
1	POLICE DEPARTMENT	GREEN ROADMASTER BICYCLE, SERIAL #M00081B25
1	POLICE DEPARTMENT	ORANGE/BLACK MAGNA BICYCLE, SERIAL #SB9228305
1	POLICE DEPARTMENT	BLACK STAR WARS BICYCLE, SERIAL # 99TD648321
1	POLICE DEPARTMENT	PURPLE MURRAY BICYCLE
1	POLICE DEPARTMENT	CHILD'S MOTOR SCOOTER, SERIAL #120043ARCORE
1	A.L FRANKLIN ANNEX	TEXAS INSTRUMENTS T-5630 ADDING MACHINE, SERIAL # 00237
1	A.L. FRANKIN ANNEX	CANON MP 21D ADDING MACHINE, SERIAL # 60599124
1	A.L.FRANKLIN ANNEX	MONROE 1410 ADDING MACHINE, SERIAL #1462272
1	A.L.FRANKLIN ANNEX	VICTOR 1560A ADDING MACHINE, SERIAL #049201559
1	A.L.FRANKLIN ANNEX	LAKEWOOD MODEL 1400 ELECTRIC

		HEATER
1	A.L.FRANKLIN ANNEX	ARVIN INSTANT WARMTH HEATER, SERIAL # 292
1	A.L.FRANKLIN ANNEX	MARKEL NUTONE ELECTRIC HEATER, SERIAL # 4279550
1	A.L.FRANKLIN ANNEX	TITAN FAN FORCED INSTANT HEAT
1	A.L.FRANKLIN ANNEX	LEADING EDGE MONITOR CMC MODEL #1414AD-9, SERIAL # 5011220817600
1	A.L.FRANLIN ANNEX	LEADING EDGE MONITOR CMC MODEL #1414AD-9, SERIAL #5011120817581
1	A.L.FRANKLIN ANNEX	LEADING EDGE MONITOR CMC MODEL #1414AD-9, SERIAL # 5011120817597
1	A.L.FRANKLIN ANNEX	LEADING EDGE MONITOR CMC MODEL #1414AD-9, SERIAL # 5011220817583
1	A.L.FRANKLIN ANNEX	KOMODA MONITOR PN-H40, SERIAL # GKR450
1	A.L.FRANKLIN ANNEX	MONROE 3140 ADDING MACHINE,
1	A.L.FRANKLIN ANNEX	MONROE 3140 ADDING MACHINE
1	A.L.FRANKLIN ANNEX	CANON MP 21D ADDING MACHINE, SERIAL #60599122
1	A.L.FRANKLIN ANNEX	SMITH CORONA TYPEWRITER, SERIAL # S0990164608
1	A.L.FRANKLIN ANNEX	MONROE 3140 ADDING MACHINE, SERIAL #N903483
1	A.L.FRANKLIN ANNEX	MITAC KEYBOARD, SERIAL #T201087467
1	A.L.FRANKLIN ANNEX	ACS CPU, SERIAL # WDCH005
1	A.L.FRANKLIN ANNEX	DIGITAL KEYBOARD MODEL RT4958TW, SERIAL # 91551825
1	A.L.FRANKLIN ANNEX	DEXXA MOUSE, SERIAL # LC4643004887
1	A.L.FRANKLIN ANNEX	CANON MP 21D ADDING MACHINE, SERIAL # 60599121
1	A.L.FRANKLIN ANNEX	TERAMARS MONITOR, SERIAL #Y97086737
1	A.L.FRANKLIN ANNEX	BOSS MULTIMEDIA HI-FI SPEAKERS, SERIAL #DC-691NA
1	A.L.FRANKLIN ANNEX	SERIAL MOUSE, SERIAL #8730624
1	A.L.FRANKLIN ANNEX	SYSCON METER READING CHARGELINK, SERIAL # 9007025
1	A.L.FRANKLIN ANNEX	SYSCON METER READING VERSATERM, SERIAL #9007-0550-12670
1	A.L.FRANKLIN ANNEX	SYSCON METER READING VERSATERM, SERIAL #9007-0550-12671
1	A.L.FRANKLIN ANNEX	HALO COMPUTERS CPU
1	A.L.FRANKLIN ANNEX	SONY CORDLESS PHONE MODEL #SPP-Q110, SERIAL # B1697050
1	A.L.FRANKLIN ANNEX	AT&T CORDLESS PHONE 4305, SERIAL #AS59RM-ATT4600
1	A.L.FRANKLIN ANNEX	NMB TECHNOLOGIES, INC. MODEL RT-6251T KEYBOARD, SERIAL #00469012
1	A.L.FRANKLIN ANNEX	TURBOPLUS KEYBOARD, SERIAL #9711309037
1	A.L.FRANKLIN ANNEX	SMARTPRINT PARALLEL PORT,

REGULAR MEETING DATED JULY 16, 2002

		SERIAL #060231005
1	A.L.FRANKLIN ANNEX	SYMBOL BAR CODE SCANNER, SERIAL #LT-1800-I100AH065887
1	A.L.FRANKLIN ANNEX	SYMBOL BAR CODE SCANNER, SERIAL #LT-1800-I100AH125763
1	A.L.FRANKLIN ANNEX	MONROE 3140 ADDING MACHINE, SERIAL #BN903483
3	A.L.FRANKLIN ANNEX	GREEN ROLLING CHAIRS
2	A.L.FRANKLIN ANNEX	BROWN ROLLING CHAIRS
1	A.L.FRANKLIN ANNEX	BROWN BARSTOOL
1	STREET DEPARTMENT	1985 JOHN DEER BACKHOE W/EXTENDED BOOM, UNIT #76, MODEL 410B, SERIAL #TO410BB724135
1	STREET DEPARTMENT	1975 WARNER SWASY GRODALL, UNIT #27
1	STREET DEPARTMENT	1980 INTERNATIONAL VAC-ALL, UNIT #72, SERIAL #JCA27497
1	STREET DEPARTMENT	1980 BLOWER ENGINER, UNIT #72, SERIAL# 40-176590
1	STREET DEPARTMENT	1990 INTERNATIONAL 4700 DIESEL TRUCK W/AUTOMATIC TRANSMISSION/TRASH BODY, UNIT #146, SERIAL #1HTSAZPM5L276184
1	STREET DEPARTMENT	1990 INTERNATIONAL 4700 DIESEL TRUCK W/AUTOMATIC TRANSMISSION/TRASH BODY, UNIT #147, SERIAL #1HTSAZPM7L276185
1	STREET DEPARTMENT	1991 INTERNATIONAL 4700 DIESEL TRUCK W/AUTOMATIC TRANSMISSION/TRASH BODY, UNIT #157, SERIAL #1HTSAZPM5NH396375
1	STREET DEPARTMENT	1980 CHEVROLET PICKUP TRUCK, UNIT #1, SERIAL #CCL14AS142793
	STREET DEPARTMENT	VARIOUS SCRAP METAL – STREET SIGNS, ETC.
1	STREET DEPARTMENT	1980 CHEVROLET PICKUP, UNIT # 104, SERIAL # CCL14AS142497
1	WATER & GAS	1980 CHEVROLET DUMP TRUCK W/5 YD. DUMP BODY, UNIT #80, SERIAL #1GBG6DIA3BVII5052
1	WATER & GAS	1985 GMC ½ TON TRUCK W/UTILITY BODY, UNIT # 135
1	WATER & GAS	1973 CHEVROLET 1 TON TRUCK W/FLAT BED/PIPE RACK, UNIT #32, SERIAL #CCY334A153332
1	WATER & GAS	CASE DH-4 TRENCHER, SERIAL #1215082, W/CASE BACKHOE ATTACHEMENT, SERIAL #1217
1	WATER & GAS	RIDGE HEAT FUSION TOOL W/ELECTRIC CUTTER, FORMERLY USED TO INSTALL SEWER LINER
1	WATER & GAS	MONROE 914 COPIER
	WATER & GAS	MISCELLANEOUS SCRAP METALS, FIRE HYDRANTS, PIPE, METERS, ETC.
1	WATER & GAS	4" FUEL HOSE
1	GROUNDS/BEAUT.	INTERNATIONAL TRACK, MODEL #2FH-11
1	GROUNDS/BEAUT.	FORD 3910 TRACTOR, MODEL #CA4-54C
1	GROUNDS/BEAUT.	1978 CHEVROLET VAN, SERIAL #CGU158U212494

1	GROUNDS/BEAUT.	1990 DODGE PICKUP, SERIAL #1B7GE16XZMS290925
1	WWTF	GATEWAY 2000 CUP#1BB60614
1	WWTF	OLD TOWER WITH ZIP DRIVE
1	WWTF	OLD TOWER
1	WWTF	LEADING EDGE MONITOR #5011220817623
1	WWTF	GATEWAY 2000 MONITOR #MALA13780
1	WWTF	MITAC MONITOR #00M237595
1	WWTF	IBM TYPEWRITER
1	WWTF	NEPTUNE DYNA VACUUM PUMP, #12UA29050R
1	WWTF	FISHER PH METER 1179
1	WWTF	METTLER BALANCE #60403 E010
1	WWTF	AUTOCLAVE
1	WWTF	GE HANDHELD RADIO, #NLN6804S
1	WWTF	GE HANDHELD RADIO, #9806550
1	WWTF	MOTOROLA HANDHELD RADIO, #TCE 110592
1	WWTF	MIDLAND MOBILE RADIO #01336T
1	WWTF	MOTOROLA MOBILE RADIO #R43723
1	WWTF	MOTOROLA MOBILE RADIO #240RD40897
1	WWTF	GE MOBILE RADIO #MDS
1	WWTF	RED MAX WEED EATER
	WWTF	PILE OF SCRAP IRON

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to advertise the resources of the city by assisting sponsorship of the Relay for Life, in the amount of $1,000.00, and authorize the issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADOPT PROCLAMATION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to adopt the following proclamation:

REGULAR MEETING DATED JULY 16, 2002

NATIONAL KIDSDAY PROCLAMATION

WHEREAS, the children of Picayune are the foundation on which our future success is built; and

WHEREAS, children seek parents, mentors and friends to aid them in reaching important goals; and

WHEREAS, families and communities play vital roles in helping children develop a positive self image, sense of belonging and a sense of competence; and

WHEREAS, National KidsDay is a special day set aside each year (the first Sunday in August) to encourage and remind adults that the meaningful time they share with children is important to their development; and

WHEREAS, the National KidsDay Alliance, comprised of Boys & Girls Clubs of America and other leading youth serving organizations, together reach millions of youth via their services and community involvement; and

WHEREAS, National KidsDay emphasizes the importance of meaningful time spent with kids on this Day and every day, all year long;

WHEREAS, the National KidsDay Alliance is working to establish National KidsDay on the national calendar;

NOW, THEREFORE, the Mayor and City Council of the City of Picayune, do hereby proclaim August 4, 2002 as

NATIONAL KIDSDAY IN PICAYUNE, MISSISSIPPI.

And call upon all citizens to join in recognizing and commending the National KidsDay Alliance organizations in our area for providing their everyday contributions and commitment to improving the lives of the children and young adults in our communities.

Adopted this the 16th day of July 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

HARTMAN ENGINEERING

Heard from representatives of Hartman Engineering, Inc. regarding the City's Water and Wastewater Infrastructure Improvement. No action taken.

CONSIDER REQUEST TO AWARD BID FOR STREET SWEEPER

Motion was made by Councilmember Roberson ,seconded by Councilmember Guy, to award bid to Ingram Equipment Co., LLC for the purchase of a street sweeper in the amount of $102,458.75. Ingram also bid $102,208.75 but this bid did not meet specifications. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPROVAL OF ORDINANCE PROHIBITING ABANDONMENT OF VEHICLES

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to table action on ordinance prohibiting abandonment of vehicles, until the August 6, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 1430 8TH AVENUE

A public hearing on the condition of the property located at 1430 8th Avenue and owned by Helen Bates was held. The Grants Administrator reported that the property has been cleaned. No action was taken.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 1ST LOT AT THE CORNER OF SOUTH MONROE

A public hearing on the condition of the property located at the 1st lot at the corner of South Monroe Street was held. The Grants Administrator reported that the property has been cleaned. No action was taken.

CONSIDER REQUEST TO SUBMIT AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION TO BUILD AN INTERMODAL TRANSPORTATION CENTER

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Grants Administrator to apply to the Federal Transit Administration to build an Intermodal Transportation Center in the amount of $ $822,250 and authorize the Mayor to sign said application. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO COMMIT MATCHING FUNDS FOR INTERMODAL TRANSPORTATION CENTER

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to commit $172,250 in cash and in-kind services as matching funds to the Federal Transit Administration to build an Intermodal Transportation Center. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN MEMORANDUM OF AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign the following Memorandum of Agreement:

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF PICAYUNE
AND
RHEOGISTICS, INC.

This Agreement is made and entered into by the City of Picayune, Mississippi and Rheogistics, Inc. to apply for a CDBG Economic Development Grant. Hereinafter, the City shall be referred to as "Recipient" and Rheogistics, Inc. hereinafter referred to as "Company." The Agreement is as follows:

WHEREAS, the Recipient desires the Company to increase employment opportunities by locating the Company in Picayune, Mississippi and thereby is n the process of applying for Community Development Block Grant (CDBG) to secure the location or expansion of the Company, and the purpose of developing polymer additives.

WHEREAS, the Recipient and the Company are required to enter into a written agreement specifying the terms and conditions of the relationship of the Recipient and the company.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Recipient and the Company agree as follows:

1. The Recipient's responsibilities shall be the following:
   a. Abide by all State and Federal guidelines.
   b. Conduct all environmental studies in accordance with all-applicable rules and regulations of the Mississippi Development Authority (hereinafter "MDA") and the U.S. Department of Housing and Urban Development (hereinafter "HUD").
   c. Sign the contract between MDA and the Recipient if the project is approved.
   d. Provide for the coordination and submission of the application.
   e. Proceed with the selection of necessary consultants in accordance with all applicable rules and regulations of HUD.

f. Hold public hearings in accordance with all applicable rules and regulations of the MDA and HUD.

2. *The Company's responsibilities shall be the following:*
   a. Within three years of completion of the CDBG project activities identified above, the Company shall create 15 full-time and/or full-time equivalent jobs at the facility. One full-time job is the equivalent of a minimum of 1,820 annual work hours. A minimum of 51 percent of the new jobs will be filled by or made available to persons of low and moderate-income families.
   b. Keep and maintain books, records and other documents relating directly to the expenditure of private funds and the hiring of persons to fill the new jobs created as a result of this project. Furnish from time to time, upon request by the recipient, reports on progress being made in meeting the requirements of 2.a. above.
   c. The Company agrees that any duly authorized representative of the MDA, Community Services Division, HUD and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such records related to private expenditures and job generation as a result of the above described project until the completion of all close-out procedures respecting the grant and the final settlement and conclusions of issues rising out of the grant.
   d. The Company agrees to inject a least $1,000,000.00 into construction and related equipment.

3. If for any reason whatsoever, the Company does not adhere to the commitments as contemplated in this agreement, the Recipient's sole remedy, and the limit of the Company's liability under this agreement, will be for the Company to reimburse the Recipient the amount contemplated by this agreement.

4. Terms of this agreement shall be effective and binding upon approval and award of a grant to the Recipient by the Mississippi Development Authority of the State of Mississippi.

IN WITNESS WHEREOF, the Recipient and the Company, have executed this Agreement this the 16th day of July 2002.

_____
(Name of Recipient's Chief Executive Officer)

_____
(Name of company's President/CEO)

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER AWARDING BID FOR THE AUTOMATED WEATHER OBSERVING SYSTEM AT THE PICAYUNE MUNICIPAL AIRPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to award the low bid to Webster Electric Co. in the amount of $98,500 for the Automated Weather

Observing System at the Picayune Municipal Airport and authorize the Mayor to sign the contract. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SUBMIT AN APPLICATOIN TO THE FAA

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the submission of the application to FAA in the amount of $108,500 and authorize the Mayor to sign the application. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to enter executive session to discuss a matter of potential litigation in regard to Alison Landing Subdivision. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of potential litigation in regard to Alison Landing Subdivision.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Guy, seconded by Councilmember Roberson, and unanimously carried, the Mayor reopened the meeting. The

Mayor stated that in executive session the Mayor and Council discussed a matter of potential litigation in regard to Alison Landing Subdivision and no action was taken.

IN THE MATTER OF ALISON LANDING SUBDIVISION

Heard from the following residents along Williamsburg Road and South Beech Street regarding drainage, traffic and construction of homes in this area:

Bill and Belinda Hillery – 116 Williamsburg Road
Bruce Campbell – 108 Williamsburg Road
Ray Guy – 1296 South Beech Street
Mike Bordelon – South Beech Street
Karen Codina – 1420 South Beech Street

No action was taken.

ORDER TO ADJOURN

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

August 6, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, August 6, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Sr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. David Meeks of Maranatha Full Gospel Church, followed by the Pledge of Allegiance led by Councilmember Bounds.

ORDER TO REMOVE ITEMS FROM CONSENT AGENDA

Motion was made by Councilmember Guy, seconded by Councilmember Parker to remove acceptance of minutes of Mayor and City Council dated July 16, 2002 and request for approval of Budget Amendment #5 from the consent agenda. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO INCLUDE MATTER INTO MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker to enter into the minutes the matter of Rev. Alonzo Dees coming before the council at the July 16, 2002

Printer Error
Brenda Ford
8-21-02

meeting to discuss his problem with the City of Picayune Police Department. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated July 16, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

Printer Error
8-21-02
Brenda Ford

August 6, 2002

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COUNTY OF PEARL RIVER
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VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO INCLUDE MATTER INTO MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker to enter into the minutes the matter of Rev. Alonzo Dees coming before the council at the July 16, 2002 meeting to discuss his problem with the City of Picayune Police Department. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED AUGUST 6, 2002

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated July 16, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APROVE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

Ms. State Tax Commission	Utility	$ 2,540.00
City of Picayune, General	Utility	$ 50,035.10
Alexander Van Loon	General	$ 8,500.00
MSU Extension Service	General	$ 60.00
Miss. Municipal Workers' Comp	General	
	Utility	
	Airport	
	Cemetery	$ 12,052.90

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID 2000 TAX SALE

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to void the 2000 tax sale for 1999 taxes in the name of Ula Gene Broom parcel #617-111-001-03-057-00 and refund Avatar tax sale amount of $220.23. Owner is over 65 and should have been exempt. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign a quitclaim deed for 1999 taxes in the name of Glenn Dysart, parcel #616-307-000-00-053-10. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign a quitclaim deed for 1997 and 1998 taxes in the name of Coleman Davis, parcel #617-516-001-01-004-04. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO BUY BACK CEMETERY PLOTS

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the repurchase of cemetery plots from Rodney Clukey for plots described as lot 42, plots 7 & 8, Block S, New Palestine 3rd Addition and issue a manual check in the amount of $600.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ASSESS A LIEN FOR THE COST TO CLEAN 1006 BAYLOUS STREET ON THE PROPERTY CLEAN UP PROGRAM

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to assess a lien for the cost to clean 1006 Baylous Street on the property clean up program and authorize the Mayor to sign the following resolution:

BEFORE THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE
PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION DETERMINING COST OF CLEANING LOT

WHEREAS, a public hearing held on the 18th day of September 2001, after notice given to the property owner as required by law, the Mayor and Council determined that the property of Charlene Christmas located at 1006 Baylous Street, being legally described as:

Section 617-614-001-07-020
Block 1 Lot 3
East Picayune Addition to the City of Picayune,
As per official map or plat thereof on file in the
Office of the Chancery Clerk of Pearl River County, Mississippi,

Was in such a condition as to be a menace to the public health and safety of the community as authorized by Section 21-19-11, Mississippi Code of 1972, as amended, and after determining that all of the requirements of said statute to be performed by the City of Picayune were met and that the owner would not or did not clean up said property, the Mayor and Council did then proceed to have the property cleaned as hereinafter specified.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council that the actual cost of such clean up on said property is adjudicated to be as follows, to wit:

1.	Contract to clean	$1,600.00
2.	Processing Fee	$ 25.00

BE IT FURTHER RESOLVED that the actual cost of said clean-up as aforesaid be assessed against the hereinabove described real property and that the City of Picayune, Mississippi, shall have a lien against the hereinabove described real property in the amount of $1625.00 shall be filed and enrolled in the office of the Circuit Clerk of Pearl River County, Mississippi, as other judgments are recorded.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the issuance of a manual check in the amount of $200 to advertise the resources of the City by purchasing a full page ad in the Picayune Touchdown Club Football Program. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE DOCKET FOR THE MONTH OF JULY 2002

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to approve the docket for the month of July 2002 in the amount of $ 350,194.98. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE PURCHASING AGENT TO ADVERTISE FOR BID ON THE FISCAL YEAR 2002 STREET RESURFACING PROJECT

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to table request to authorize the Purchasing Agent to advertise for bids for streets on the fiscal year 2002 Street Resurfacing Project so council have a workshop on Tuesday, August 13, 2002 at 6:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE BUDGET AMENDMENT #5 FOR THE YEAR ENDING SEPTEMBER 30, 20002

Motion was made by Councilmember Roberson, seconded by Councilmember Parker to approve Budget Amendment #5 for the year ending September 30, 2002 (see attachment #1). The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to accept the Planning Commission minutes dated June 20, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PLANNING COMMISSION MINUTES

Motion was made by Councilmember Parker, seconded by Councilmember Guy, to acknowledge receipt of the Planning Commission minutes dated July 18, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FROM PLANNING COMMISSION TO APPROVE SUBDIVISION OF LOT

Upon recommendation of the Planning Commission, motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the subdivision of one lot into two conforming lots as submitted by Ms. Lynn Mitchell, 1621 Circle Drive. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FROM PLANNING COMMISSION TO APPROVE SUBDIVISION OF LOT

Upon recommendation of the Planning Commission, motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the subdivision of one lot into two conforming lots as submitted by Dr. Ward Griffing, 740 Williams Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FROM PLANNING COMMISSION TO APPROVE CONDITIONAL USE

Upon recommendation from the Planning Commission, motion was made by Councilmember Bounds, seconded by Councilmember Guy, to approve a conditional use for a mini-storage building to be located at 302 Stephens Street in a C-2 zone. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

ABSTAINED: Councilmember Roberson

VOTING NAY: None

The motion was declared carried.

ORDER TO APPOINT MEMBERS TO COMMUNITY DEVELOPMENT ADVISORY COMMITTEE

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to table appointments to the Community Development Advisory Committee. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN PROJECT COOPERATION AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Mayor to sign the following Project Cooperation Agreement between the

Department of the Army Corps of Engineers for the Design and Construction of the City's Wastewater Collection System:

PROJECT COOPERATION AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF PICAYUNE
FOR
DESIGN AND CONSTRUCTION
OF THE
WASTEWATER COLLECTION SYSTEM
PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI

THIS AGREEMENT is entered into this ___ day of _____, by and between the Department of the Army (hereinafter the "Government"), represented by the Assistant Secretary of the Army (Civil Works), and the City of Picayune, Mississippi (hereinafter the "Non-Federal Sponsor"), represented by the Mayor, City of Picayune.

WITNESSETH, THAT:

WHEREAS, the Secretary of the Army is authorized to provide design and construction assistance for water-related environmental infrastructure and resource protection and development projects in Mississippi (hereinafter the "Section 592 Program") pursuant to Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53);

WHEREAS, Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53), provides that the Secretary of the Army shall not provide assistance for any water related environmental infrastructure and resource protection and development project, or separable element thereof, unless the project is publicly owned;

WHEREAS, the wastewater collection system in Picayune, Pearl River County, Mississippi (hereinafter the "Project", as defined in Article I.A. of this Agreement) has been identified as a project of the type authorized by Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53);

WHEREAS, the Government and the Non-Federal Sponsor desire to enter into a Project Cooperation Agreement (hereinafter the "Agreement") for design and construction of the Project;

WHEREAS, Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53), specifies the cost-sharing requirements applicable to the Project and provides that total project costs shall be shared 75 percent Federal and 25 percent Non-Federal;

WHEREAS, Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53), provides that the Secretary of the Army shall not provide assistance for any water-related environmental infrastructure and resource protection and development projects, or separable element thereof, until each non-Federal sponsor has entered into a written agreement to furnish its required cooperation for the project or separable element;

WHEREAS, pursuant to Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53), the Secretary of the Army is authorized to provide assistance, which may be in the form of grants and reimbursements of the Federal share of project costs, to the Non-Federal Sponsor and to afford credit, not to exceed 6 percent of the total construction costs of the Project, for the reasonable costs of design work completed by the non-Federal interest before entering into a written agreement with the Secretary.

WHEREAS, Section 102 of the Energy and Water Development Appropriation Act, 2000 (Public Law 106-60), provides that credits and reimbursements afforded under certain general authorities and under project specific authority, such as Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53), shall not exceed $10,000,000 per project in each fiscal year, nor shall they exceed $50,000,000 for all applicable projects in each fiscal year; and

WHEREAS, the Government and Non-Federal Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the design and construction of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, the Government and the Non-Federal Sponsor agree as follows:

ARTICLE I – DEFINITIONS AND GENERAL PROVISIONS

For purposes of this Agreement:

A. The term "Project" shall mean the design and construction of a wastewater collection system which includes a feasibility study, collection system modeling, corrective action plan, development of capacity management, operation and maintenance requirements, National Environmental Policy Act compliance documentation, design review, project management, and replace and upgrade pump stations and force main, in

wastewater collection systems, Picayune, Pearl River County, Mississippi, as generally described in the work plan for the City of Picayune, Mississippi, dated February 18, 2002, and revised May 9, 2002.

B. The term "total project Costs" shall mean all costs incurred by, or on behalf of, the Non-Federal Sponsor and by the Government in accordance with the terms of this Agreement that the U.S. Army Engineer, Vicksburg District (hereinafter the "District Engineer") determines are directly related to project design and construction. Subject to the provisions of this Agreement, the term shall include, but is not necessarily limited to: the costs of project design and construction work; the costs of review and technical assistance incurred by the Government in accordance with Article II.D. of this Agreement; the costs of inspection and technical assistance incurred by the Government in accordance with Article II.I. of this Agreement; the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas (including permit costs) not to exceed 25 percent of total project costs, as determined by the Government in accordance with Article IV of this Agreement; the costs of participation in the Project Coordination Team in accordance with Article V of this Agreement; applicable costs of audit in accordance with Article XI of this Agreement; and other costs incurred by the Government pursuant to this Agreement. The term does not include any costs of activities performed under any other agreement for the Project; any costs for operation, maintenance, repair, rehabilitation, or replacement; any costs due to betterments; any costs incurred in advertising and awarding any construction contracts prior to the effective date of this Agreement; any actual construction costs incurred prior to the effective date of this Agreement; any costs of dispute resolution under Article VIII of this Agreement; or the Non-Federal Sponsor's costs of negotiating this Agreement.

C. The term "project design work" shall mean the work performed by, or on behalf of, the Non-Federal Sponsor for design directly related to the Project, including but not necessarily limited to, the reasonable costs of design work incurred prior to the effective date of this Agreement not to exceed 6 percent of the total construction costs of the Project and which have not been included in costs under any other agreement for the Project. The term includes, but is not necessarily limited to, concept design; report writing; detailed design; preparation of plans and specifications; design analysis; quantity/cost estimates; obtaining required local, state and Federal permits; performance and documentation of environmental investigations; performance and documentation of hazardous substances investigations in accordance with Article XVI.A. of this Agreement; performance of historical preservation investigations in accordance with Article XIX of this Agreement; engineering and design during construction; and other design services and in-kind design work.

D. The term "project design and construction work" shall mean the work performed by, or on behalf of, the Non-Federal Sponsor for design and construction directly related to the Project incurred subsequent to the effective date of this Agreement. The term includes, but is not necessarily limited to, project design work as defined in paragraph C. of this Article; actual construction, including settlement of or paying awards for contract disputes; supervision and administration; and other construction services and in-kind construction work.

E. The term "total construction costs of the Project", when used to determine the limitation on costs of design incurred prior to the effective date of his Agreement to be included in total project costs under this Agreement, shall mean the actual construction contract costs to construct the Project and/or any direct labor charges for work performed by, or on behalf of, the Non-Federal Sponsor.

F. The term "highway" shall mean any public highway, roadway, street, or way, including any bridge thereof.

G. The term "relocation" shall mean providing a functionally equivalent facility to the owner of an existing utility, cemetery, highway or other public facility, or railroad (including any bridge thereof) when such action is authorized in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may take the form of alterations, lowering, raising, or replacement and attendant removal of the affected facility or part thereof.

H. The term "period of design and construction" shall mean the time period from execution of this Agreement until completion of Project construction, as verified by Government inspection in accordance with Article II.I. of this Agreement.

I. The term "fiscal year" shall mean one fiscal year of the Government. The Government fiscal year begins on October 1 and ends on September 30.

J. The term "functional portion of the Project" shall mean a portion of the Project that the Project Coordination Team determines is suitable for the Non-Federal Sponsor to operate and maintain in advance of completion of construction of the entire Project. For a portion of the project to be suitable, the Project Coordination Team must determine that the portion of the Project is complete and can function independently and for a useful purpose, although the balance of the Project is not complete.

K. The term "betterment" shall mean a change in the design and construction of an element of the Project resulting from the application of standards that the Government determines exceed those that the Government would otherwise apply for accomplishing the design and construction of that element.

L. The term "proper invoice" shall mean a request for reimbursement by the Non-Federal Sponsor in which the Non-Federal Sponsor certifies that payments have been made in the amount requested to, or bills in the amount requested have been received from contractors, suppliers or employees for performance of work in

accordance with this Agreement and provides evidence of payment made or obligation incurred by, or on behalf of, the Non-Federal Sponsor as may be required by the Government.

M. The term "Federal program funds" shall mean funds or grants provided directly to the Non-Federal Sponsor by a Federal agency, other than the Department of the Army, and any non-Federal matching share required therefor.

ARTICLE II – OBLIGATIONS OF THE NON-FEDERAL SPONSOR AND THE GOVERNMENT

A. Using its funds and the funds to be reimbursed by the Government, the Non-Federal Sponsor shall expeditiously design and construct the Project. The Non-Federal Sponsor assumes full and exclusive responsibility for design and construction of the Project.

1. The Government shall be afforded the opportunity to review and comment on the solicitations for all contracts, including relevant plans and specifications, prior to the Non-Federal Sponsor's issuance of such solicitations. In the event that the Non-Federal Sponsor proposes to do work with its own forces, the Government shall be afforded the opportunity to review and approve the plan of work and materials to be incorporated into the work. In addition, to the maximum extent practicable, the Government shall be afforded the opportunity to review and comment on all contract modifications, including change orders, prior to the issuance to the contractor of a Notice to Proceed. In any instance where providing the Government with notification of a contract modification or change order is not possible prior to issuance of the Notice to Proceed, the Non-Federal Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Non-Federal Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Non-Federal Sponsor shall consider in good faith the comments of the Government made as a result of its review, but the contents of solicitations, award of contracts, execution of contract modifications, issuance of change orders, resolution of contract claims, and performance of all design and construction work on the Project (whether the work is performed under contract or by Non-Federal Sponsor personnel), shall be exclusively within the control of the Non-Federal Sponsor.

2. The Non-Federal Sponsor shall obtain all necessary permits and licenses and comply with all applicable laws, regulations, ordinances and other rules of the United States of America, of the state or political subdivisions thereof wherein the work is performed, or of any other duly constituted public authority, including the laws and regulations specified in Article XII of this Agreement and where applicable shall include appropriate provisions in its contracts for design and construction of the Project.

3. Notwithstanding paragraph A.1. of this Article, if the award of any contract for design or construction of the Project would result in total project costs exceeding $853,000, the Non-Federal Sponsor may defer award of that contract and all subsequent contracts for design or construction of the Project until such time as the Non-Federal Sponsor determines to proceed with further contract awards for the Project.

B. In the event that the Non-Federal Sponsor elects to design and construct betterments during the period of design and construction, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits therefor, and shall pay all such costs without reimbursement by the Government.

C. The Non-Federal Sponsor shall require the recipient of any contracts for design to provide in-progress review of the design at the 30% and 100% stages of completion. The Government's representative or his designee may participate in the review of the design at each stage of completion. Upon completion of the design, the Non-Federal Sponsor shall furnish the District Engineer with copies of the completed design.

D. The Government may perform periodic reviews to verify the progress of design, shall perform a final review to verify the completion of design, and may provide technical assistance to the Non-Federal Sponsor on an as needed basis until the end of the period of design and construction. Any costs incurred by the Government in furtherance of this paragraph shall be included in total project costs and shared in accordance with the provisions of this Agreement.

E. During the period of design and construction, using information developed by the Non-Federal Sponsor, the Government shall develop and coordinate as required, the Environmental Assessment and either an Environmental Impact Statement or a Finding of No Significant Impact necessary to inform the public regarding the environmental impacts of the Project in accordance with the National Environmental Policy Act of 1969 (hereinafter "NEPA"). Compliance with NEPA is a prerequisite to undertaking construction of the Project. Any costs incurred by the Government relating to compliance with this paragraph shall be included in total project costs and shared in accordance with the provisions of this Agreement.

F. In accordance with Article III of this Agreement, the Non-Federal Sponsor shall provide all lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas required for the construction, operation, and maintenance of the Project, and shall perform or ensure performance of all relocations that are necessary for the construction, operation, maintenance of the Project.

G. The Non-Federal Sponsor may request the Government to acquire lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or perform relocations on behalf of the Non-Federal Sponsor. Such requests shall be in writing and shall describe the services requested to be performed. If in

its sole discretion the Government elects to perform the requested services or any portion thereof, it shall so notify the Non-Federal Sponsor in a writing that sets forth any applicable terms and conditions, which must be consistent with this Agreement. In the event of conflict between such a writing and this Agreement, this Agreement shall control. The Non-Federal Sponsor shall be solely responsible for all costs of the requested services and shall pay all such costs in accordance with Article VI.C. of this Agreement. Notwithstanding the acquisition of lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas or performance of relocations by the Government, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response of hazardous substances in accordance with Article XVI of this Agreement.

H. During the period of design and construction, the Non-Federal Sponsor shall prepare and furnish to the Government for review a proposed Operation, Maintenance, Repair, Rehabilitation and Replacement Manual. The Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace any functional portion of the Project and, upon completion of construction and final inspection by the Government in accordance with paragraph I. of this Article, the entire completed Project, at no cost to the Government, in a manner compatible with the Project's design and its Operation, Maintenance, Repair, Rehabilitation and Replacement Manual, and in accordance with applicable Federal and State laws as provided in Article XII of this Agreement. The failure of the Non-Federal Sponsor to prepare an Operation, Maintenance, Repair, Rehabilitation and Replacement Manual acceptable to the Government shall not relieve the Non-Federal Sponsor of its responsibilities for operation, maintenance, repair, rehabilitation, and replacement of the completed project, or any functional portion thereof, in accordance with the provisions of this Agreement.

I. The Government may perform periodic inspections to verify the progress of construction, shall perform a final inspection to verify the completion of construction of the entire Project or functional portion of the Project, and may provide technical assistance to the Non-Federal Sponsor or an as-needed basis until the end of the period of design and construction. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor owns or controls for the purpose of performing such inspections. Any costs incurred by the Government in furtherance of this paragraph shall be included in total project costs and shared in accordance with the provisions of this Agreement.

J. Upon request by the Non-Federal Sponsor, the Government shall include in total projects costs those reasonable costs incurred by, or on behalf of, the Non-Federal Sponsor for project design work that was completed by, or on behalf of, the Non-Federal Sponsor prior to the effective date of this Agreement, not to exceed 6 percent of the total construction costs of the project, and which have not been included in costs under any other agreement for the Project. Such costs shall be limited to the reasonable, allowable, allocable actual cost of project design work as determined by the District Engineer. Where the Non-Federal Sponsor's cost for completed project design work is expressed as fixed costs plus a percentage of construction costs, the Non-Federal Sponsor shall renegotiate such costs with its Architect-Engineer based on actual costs. On the effective date of this Agreement, the amount of costs for project design work completed prior to the effective date of this Agreement to be included in total project costs is estimated to be $0.00. This amount is an estimate subject to adjustment by the Government in its sole discretion. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the amount of costs to be included in total project costs for this project design work.

K. Subject to Article VII of this Agreement, the Government in accordance with Article VI.B. of this Agreement, shall contribute 75 percent of total project costs by, in part, reimbursing the Non-Federal Sponsor for total project costs that are incurred by, or on behalf of, the Non-Federal Sponsor, including such total project costs that were paid with grants from State or local agencies.

L. Upon completion of the period of design and construction or termination of this Agreement, the Government shall perform a final accounting in accordance with Article VI.D. of this Agreement to determine the contributions provided by the Government and the Non-Federal Sponsor toward total project costs and to determine whether the Government and the Non-Federal Sponsor have met their obligations under paragraph K. of this Article.

M. The Non-Federal Sponsor shall establish such legal and institutional structures as are necessary to ensure the effective long-term operation of the Project.

N. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

O. No construction by the Non-Federal Sponsor shall be undertaken, and no reimbursement shall be afforded for any such construction, until all applicable environmental laws and regulations have been complied with, including, but not limited to NEPA and Section 401 of the Federal Water Pollution Control Act (33 U.S.C. 1341).

ARTICLE III – LANDS, RELOCATIONS, DISPOSAL AREAS, AND PUBLIC LAW 91-646 COMPLIANCE

A. The Non-Federal Sponsor and the Government jointly shall determine the lands, easements, and rights-of-way required for the construction, operation, and maintenance of the Project, including those required for relocations, borrow materials, and dredged or excavated material disposal. Prior to issuance of the solicitation for each construction contract, the Non-Federal Sponsor shall acquire all such lands, easements, and rights-of-way necessary for that contract and certify in writing to the Government that said interests have been acquired.

B. The Non-Federal Sponsor and the Government jointly shall determine the improvements required on lands, easements, and rights-of-way to enable the disposal of dredged or excavated material associated with the construction, operation, and maintenance of the Project. Such improvements may include, but are not necessarily limited to, retaining dikes, wasteweirs, bulkheads, embankment, monitoring features, stilling basins, and de-watering pumps and pipes. Prior to the issuance of any solicitation for construction where the disposal of dredged or excavated material associated with the construction is anticipated, the Non-Federal Sponsor shall provide the Government with copies of all permits obtained for the disposal of dredged or excavated materials and with plans and specifications of such improvements in detail sufficient for the Government to review and comment in accordance with Article II.A.1. of this Agreement.

C. The Non-Federal Sponsor and the Government jointly shall determine the relocations necessary for the construction, operation, and maintenance of the Project, including those necessary to enable the removal of borrow materials and the disposal of dredged or excavated material. Prior to issuance of the solicitation for each construction contract, the Non-Federal Sponsor shall perform or ensure the performance of all such relocations necessary for that contract. The Non-Federal Sponsor shall be responsible for preparing or ensuring the preparation of plans and specifications for all relocations determined necessary.

D. The Non-Federal Sponsor in a timely manner shall provide the Government with such documents as are sufficient to enable the Government to determine the value of any contribution provided pursuant to paragraphs A., B., or C. of this Article. Upon receipt of such documents the Government, in accordance with Article IV of this Agreement and in a timely manner, shall determine the value of such contribution and shall include such value in total project costs.

E. The Non-Federal Sponsor shall comply with the applicable provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended by Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Public Law 100-17), and the Uniform Regulations contained in 49 C.F.R. Part 24, and shall inform all affected persons of applicable benefits, policies, and procedures in connection with said Act.

ARTICLE IV – VALUE OF LANDS, RELOCATIOONS, AND DISPOSAL AREAS

A. The Government shall include in total project costs the value of the lands, easements, rights-of-way, and suitable borrow and dredged or excavated material disposal areas that the Government and the Non-Federal Sponsor jointly determine must be provided by the Non-Federal Sponsor pursuant to Article III of this Agreement and the value of the relocations that the Government and the Non-Federal Sponsor jointly determine must be performed by the Non-Federal Sponsor, or for which it must ensure performance, pursuant to Article III of this Agreement, not to exceed 25 percent of total project costs. However, the Government shall not include in total project costs the value of any lands, easements, rights-of-way, relocations, or borrow or dredged or excavated material disposal areas that have been provided previously as an item of cooperation for another Federal project. The Government also shall not include in total project costs the value of lands, easements, rights-of-way, relocations, or borrow and dredged or excavated material disposal areas that are provided using Federal program funds unless the Federal agency providing the Federal program funds verifies in writing that reimbursement for the value of such items is expressly authorized by statute.

B. The value of lands, easements, and rights-of-way, including those necessary for relocations, borrow materials, and dredged or excavated material disposal, shall be the appraised fair market value of the real property interests, plus certain incidental costs of acquiring those interests, as determined in accordance with the provisions of this paragraph.

1. Date of Valuation. The fair market value of lands, easements, or rights-of-way owned by the Non-Federal Sponsor on the effective date of this Agreement shall be the fair market value of such real property interests as of the date the Non-Federal Sponsor awards the first construction contract for the Project or, if the Non-Federal Sponsor performs the construction with its own labor, the date that the Non-Federal Sponsor begins construction of the Project. The fair market value of lands, easements, or rights-of-way acquired by the Non-Federal Sponsor after the effective date of this Agreement shall be the fair market value of such real property interests at the time the interests are acquired.

2. General Valuation Procedure. Except as provided in paragraph B.3. of this Article, the fair market value of lands, easements, or rights-of-way shall be the appraised fair market value as determined in accordance with paragraph B.2.a. of this Article, unless thereafter a different amount is determined to represent fair market value in accordance with paragraph B.2.b. or paragraph B.5. of this Article.

a. The Non-Federal Sponsor shall obtain, for each real property interest, an appraisal that is prepared by a qualified appraiser who is acceptable to the Non-Federal Sponsor and the Government. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. The fair market value shall be the amount set forth in the Non-Federal Sponsor's appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's appraisal, the Non-Federal Sponsor may obtain a second appraisal, and the fair market value shall be the amount set forth in the Non-Federal Sponsor's second appraisal, if such appraisal is approved by the Government. In the event the Government does not approve the Non-Federal Sponsor's second appraisal, or the Non-Federal Sponsor chooses not to obtain a second appraisal, the Government shall obtain an appraisal, and the fair market value shall be the amount set forth in the Government's appraisal, if such appraisal is approved by the Non-Federal Sponsor. In the event the Non-Federal Sponsor does not approve the Government's appraisal, the Government after consultation

with the Non-Federal Sponsor shall consider the Government's and the Non-Federal Sponsor's appraisals and determine an amount based thereon, which shall be deemed to be the fair market value.

b. Where the amount paid or proposed to be paid by the Non-Federal Sponsor for the real property interest exceeds the amount determined pursuant to paragraph B.2.a. of this Article, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the amount determined pursuant to paragraph B.2.a. of this Article, but not to exceed the amount actually paid or proposed to be paid. If the Government approves such an amount, the fair market value shall be the lesser of the approved amount or the amount paid by the Non-Federal Sponsor, but no less than the amount determined pursuant to paragraph B.2.a. of this Article.

3. Eminent Domain Valuation Procedure. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted after the effective date of this Agreement, the Non-Federal Sponsor shall, prior to instituting such proceedings, submit to the Government notification in writing of its intent to institute such proceedings and an appraisal of the specific real property interests to be acquired in such proceedings. The Government shall have 60 calendar days after receipt of such a notice and appraisal within which to review the appraisal, if not already approved by the Government in writing.

a. If the Government already has approved the appraisal in writing, or if the Government provides written approval of, or takes no action on, the appraisal within such 60 calendar day period, the Non-Federal Sponsor shall use the amount set forth in such appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

b. If the Government provides written disapproval of the appraisal, including the reasons for disapproval, within such 60 calendar day period, the Government and the Non-Federal Sponsor shall consult in good faith to promptly resolve the issues or areas of disagreement that are identified in the Government's written disapproval. If, after such good faith consultation, the Government and the Non-Federal Sponsor agree as to an appropriate amount, then the Non-Federal Sponsor shall use that amount as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If, after such good faith consultation, the Government and the Non-Federal Sponsor cannot agree as to an appropriate amount, then the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding.

c. For lands, easements, or rights-of-way acquired by eminent domain proceedings instituted in accordance with paragraph B.3. of this Article, fair market value shall be either the amount of the court award for the real property interests taken, to the extent the Government determined such interests are required for the construction, operation, and maintenance of the Project, or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

4. Incidental and Permit Costs. For lands, easements, or rights-of-way acquired by the Non-Federal Sponsor within a five-year period preceding the effective date of this Agreement, or at any time after the effective date of this Agreement, the value of the interest shall include the documented incidental costs of acquiring the interest, as determined by the Government, subject to an audit in accordance with Article XI of this Agreement to determine reasonableness, allowability, and allocability of costs. Such incidental costs shall include, but not necessarily be limited to, closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, and mapping costs, as well as the actual amounts expended for payment of any Public Law 91-646 relocation assistance benefits provided in accordance with Article III.E. of this Agreement. In addition, the Government shall include in total project costs all reasonable costs incurred by the Non-Federal Sponsor, as part of project design and construction work, that are associated with obtaining permits necessary for the construction, operation, and maintenance of the Project on publicly owned or controlled land subject to the 25 percent limitation contained in Article I.B. of this Agreement and subject to an audit in accordance with Article XI of this Agreement to determine reasonableness, allowability, and allocability of costs.

5. Waiver of Appraisal. Except as required by paragraph B.3. of this Article, the Government may waive the requirement for an appraisal for the purpose of determining the value of a real property interest for inclusion in total project costs if it determines that an appraisal is unnecessary because the valuation problem is uncomplicated and that the estimated fair market value of the real property interest is $5,000.00 or less based upon a review of available data. In such event, the Government and the Non-Federal Sponsor must agree in writing to the value of such real property interest in an amount not in excess of $5,000.00.

C. After consultation with the Non-Federal Sponsor, the Government shall determine the value of relocations in accordance with the provisions of this paragraph.

1. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

2. For a relocation of a highway, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Mississippi would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

3. Relocation costs shall include, but not necessarily be limited to, actual costs of performing the relocation; planning, engineering and design costs; supervision and administration costs; and documented incidental

costs associated with performance of the relocation, but shall not include any costs due to betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available. Relocation costs shall be subject to an audit in accordance with Article XI of this Agreement to determine reasonableness, allowability, and allocability of costs.

4. Inclusion of the value of relocations in total project costs is subject to satisfactory compliance with applicable federal labor laws covering non-Federal construction, including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq), and the Copeland Anti-Kickback Act (40 USC 276c). Reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. The value of improvements made to lands, easements, and, rights-of-way for the disposal of dredged or excavated material shall be the costs of the improvements, as determined by the Government, subject to an audit in accordance with Article XI of this Agreement to determine reasonableness, allowability, and allocability of costs. Such costs shall include, but not necessarily be limited to, actual costs of providing the improvements; planning, engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the improvements, but shall not include any costs due to betterments, as determined by the Government.

ARTICLE V – PROJECT COORDINATION TEAM

A. To provide for consistent and effective communication, the Non-Federal Sponsor and the Government, not later than 30 calendar days after the effective date of this Agreement, shall appoint named senior representatives to a Project Coordination Team. Thereafter, the Project Coordination Team shall meet regularly until the end of the period of design and construction. The Government's Project Manager and a counterpart named by the Non-Federal Sponsor shall co-chair the Project Coordination Team.

B. The Government's Project Manger and the Non-Federal Sponsor's counterpart shall keep the Project Coordination Team informed of the progress of design and construction and of significant pending issues and actions, and shall seek the views of the Project Coordination Team on maters that the Project Coordination Team generally oversees.

C. Until the end of the period of design and construction, the Project Coordination Team shall generally oversee the Project including issues related to design; including scheduling of reports and work products; completion of all necessary NEPA coordination; development of plans and specifications; scheduling; real property and relocation requirements; real property acquisition; contract awards and modifications; contract costs; the application of and compliance with the Davis-Bacon Act, Contract Work Hours and Safety Standards Act and the Copeland Anti-Kickback Act for relocations and for the construction portion of the non-Federal project design and construction work; the Government's cost projections; final inspection of the construction or functional portions of the Project; preparation of the proposed Operation, Maintenance, Repair, Replacement, and Rehabilitation Manual; anticipated requirements and needed capabilities for performance of operation, maintenance, repair, rehabilitation, and replacement of the Project; and other related matters.

D. The Project Coordination Team may make recommendations that it deems warranted to the Non-Federal Sponsor on matters that the Project Coordination Team generally oversees, including suggestions to avoid potential sources of dispute. The Non-Federal Sponsor in good faith shall consider the recommendations of the Project Coordination Team. The Non-Federal Sponsor, having the legal authority and responsibility for design and construction of the Project, has the discretion to accept, reject, or modify the Project Coordination Team's recommendations. Except as otherwise provided in this Agreement, the Non-Federal Sponsor may not reject or modify the Project Coordination Team's recommendations when the purpose of such recommendations is to ensure that the Project complies with Federal, State, or local laws or regulations.

E. The costs of participation in the Project Coordination Team shall be included in total project costs, subject to Article VII of this Agreement, and shared in accordance with the provisions of this Agreement.

ARTICLE VI – METHOD OF PAYMENT

A. Based on data supplied by the Non-Federal Sponsor and the Government, the Government shall maintain current records of costs incurred by the parties, reimbursements made to the Non-Federal Sponsor, and current projections of total project costs. By month, and at least quarterly thereafter during the period of design and construction, the Government shall provide the Non-Federal Sponsor with a report setting forth costs incurred to date, each party's share of costs incurred to date, costs incurred by or on behalf of each party to date, reimbursements made to date in accordance with paragraph B.2. of this Article, and current projections of total project costs, of each party's share of total project costs, of total projects costs incurred by or on behalf of each party, of total reimbursements, and of reimbursements in the upcoming fiscal year. On the effective date of this Agreement, total project costs are projected to be $853,000; the Government's share of total project costs is projected to be $640,000, the Non-Federal Sponsor's share of total project costs is projected to be $213,000, total project costs to be incurred by the Government are projected to be $640,000, total project costs to be incurred by, or on behalf of, the Non-Federal Sponsor are projected to be $213,000, and total reimbursements in accordance with paragraph B.2 of this Article are projected to be $640,000. Such amounts are estimates subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Non-Federal Sponsor.

B. In accordance with the provisions of this paragraph, the Government shall contribute its share of total project costs required under Article II.K. of this Agreement as it incurs such costs or as such costs incurred by the Non-Federal Sponsor are determined.

1. Except as otherwise provided in Article IV of this Agreement, periodically, but not more frequently than once every 30 calendar days, the Non-Federal Sponsor shall provide the Government with a proper invoice for costs that it has incurred, or has been incurred on its behalf, and that are not included in a previous proper invoice. Each proper invoice shall identify those costs that were paid with, or will be paid with, Federal program funds and shall provide evidence of payment, obligation to contractors, and costs incurred by the Non-Federal Sponsor's own forces as may be required by the Government. In the event the Non-Federal Sponsor's cost for project design work is expressed as fixed costs plus a percentage of construction costs, the Non-Federal Sponsor shall renegotiate such costs with its Architect-Engineer based on actual costs prior to such costs being included in a proper invoice.

2. Not later than 14 calendar days after receipt of each proper invoice, the Government, in accordance with this paragraph, shall review the costs identified therein and, subject to Article VII of this Agreement, shall include such costs, in whole or in part, in total project costs. Thereupon, the Government shall determine costs incurred to date (including the value of lands, easements, rights-of-way, relocations, and suitable borrow and dredged or excavated material disposal areas determined in accordance with Article IV of this Agreement), each party's share of costs incurred to date, costs incurred by or on behalf of each party to date, and reimbursements previously made to date in accordance with this paragraph. To the extent that the Government determines that costs incurred by the Government to date plus reimbursements the Government previously has made to date in accordance with this paragraph are less than its required share of costs incurred to date, the Government, subject to Article VII of this Agreement, shall partially reimburse those total project costs that were incurred by the Non-Federal Sponsor without using Federal program funds and that were not previously reimbursed by the Government.

3. Upon determining in accordance with paragraph B.2. of this Article that reimbursement is due the Non-Federal Sponsor, the Government, subject to Article VII of this Agreement, shall make such payment within 14 calendar days. An interest penalty shall be credited to the Non-Federal Sponsor's account automatically by the designated payment office, without request from the Non-Federal Sponsor, if payment is not made by the due date. The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate" and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the proper invoice payment amount approved by the Government and shall be compounded in 30 calendar day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30 calendar day period shall be added to the approved proper invoice payment amount and be subject to interest penalties if not paid in the succeeding 30 calendar day period.

C. In advance of the Government incurring any financial obligation associated with services under Article II.G. of this Agreement, the Government shall notify the Non-Federal Sponsor in writing of the amount of funds required to perform such services. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with the full amount of the funds required to pay for such services by delivering a check payable to "FAO, USAED, Vicksburg," to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government. The Government shall draw from the funds provided by the Non-Federal Sponsor such sums as the Government deems necessary to cover the Government's financial obligations for such services as they are incurred. In the event the Government determines that the Non-Federal Sponsor must provide additional funds to meet its cash contribution, the Government shall notify the Non-Federal Sponsor in writing of the additional funds required and provide an explanation of why additional funds are required. Within 30 calendar days thereafter, the Non-Federal Sponsor shall provide the Government with the full amount of the additional required funds through either of the payment mechanisms specified above.

D. Upon completion of the Project or termination of this Agreement, and upon resolution of all relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the results of the final accounting. The final accounting shall determine total project costs, the Government's and the Non-Federal Sponsor's total contribution provided thereto (including reimbursements), and the Government's and the Non-Federal Sponsor's required share thereof.

1. In the event the final accounting shows that the total contribution provided by the Government is less than its required share of total project costs, the Government shall, subject to Article VII of this Agreement, no later than 90 calendar days after completion of final accounting, make a cash payment to the Non-Federal Sponsor of whatever sum is required to meet the Government's required share of total project costs.

2. In the event the final accounting shows that the total contribution provided by the Government exceeds its required share of total project costs, the Non-Federal Sponsor shall refund the excess to the Government no later than 90 calendar days after written notice by the Government that the final accounting is complete by delivering a check payable to "FAO, USAED, Vicksburg" to the District Engineer or providing an Electronic Funds Transfer in accordance with procedures established by the Government. In the event existing funds are not available to refund the excess to the Government, the Non-Federal Sponsor shall seek such funds as are necessary to make the refund. In the event that such funds are not made available within a reasonable amount of time, the Government may apply any amounts owed toward the Federal share of costs under any subsequent agreement with the Non-Federal Sponsor for any other project or separable element under the Section 592 Program and may use any other procedures permitted by law. The Non-Federal Sponsor shall be liable for interest in accordance with Article XV.E.

of this Agreement to the extent that such refund takes longer than 90 calendar days after the final accounting is complete.

ARTILE VII – LIMITATIONS ON TOTAL PROJECT COSTS AND REIMBURSEMENTS

A. Inclusion of costs in total project costs shall be subject to an audit pursuant to Article XI.C. of this Agreement to determine the reasonableness, allowability and allocability of such costs.

B. Costs incurred by, or on behalf of, the Non-Federal Sponsor using Federal program funds shall not be included in total project costs and shall not be shared in accordance with the provisions of this Agreement unless the Federal agency providing the Federal program funds verifies in writing that such expenditure of funds is expressly authorized by statute.

C. Except as provided in Article VI.B. of this Agreement, total project costs incurred by, or on behalf of, the Non-Federal Sponsor shall not be subject to interest charges and shall not be adjusted to reflect changes in price levels since the time that the costs were incurred.

D. Crediting and/or reimbursement is subject to satisfactory compliance with applicable federal labor laws covering non-Federal construction, including, but not limited to the Davis-Bacon Act (40 USC 276A et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c). Crediting and/or reimbursement may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

E. As of the effective date of this Agreement, $3,400,000 of Federal funds have been appropriated for the Section 592 Program, of which $640,000 appropriated for the Section 592 Program is currently projected to be available for the Project. The Government makes no commitment to seek additional Federal funds for the Section 592 Program. Notwithstanding any other provision of this Agreement, the Government's financial participation in the Project, when added to the costs incurred by the Government for other projects of the Section 592 Program, shall not exceed the total amount of Federal funds that have been appropriated and hereafter may be appropriated for the Section 592 Program. In the event that the Federal share of a forthcoming financial obligation for total project costs would be limited by this paragraph, the parties shall proceed in accordance with Article XV.B. of this Agreement.

F. Reimbursement by the Government pursuant to this Agreement, in concert with reimbursements by the Government pursuant to agreements for other projects authorized by Section 592 of the Water Resources Development Act of 1999 (Public Law 106-53), shall be subject to the applicable limitations contained in Section 102 of the Energy and Water Development Appropriations Act, 2000 (Public Law of 106-60).

ARTICLE VIII – DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE IX – OPERATION, MAINTENANCE, REPAIR, REHABILITATION AND REPLACEMENT (OMRR&R)

Upon completion of construction and final inspection by the Government in accordance with Article II.I. of this Agreement, the Non-Federal Sponsor shall operate, maintain, repair, rehabilitate, and replace the entire Project or the functional portion of the Project, at no cost to the Government, in a manner compatible with the Project's design and its Operation, Maintenance, Repair, Rehabilitation and Replacement Manual, and in accordance with applicable Federal and State laws as provided in Article XII of this Agreement. As between the Government and the Non-Federal Sponsor, the Government shall have no responsibility to operate, maintain, repair, rehabilitate, or replace the Project or functional portion of the Project.

ARTICLE X – HOLD AND SAVE

Subject to the provisions of Article XX of this Agreement, the Non-Federal Sponsor shall hold and save the Government free from all damages arising from the design, construction, operation, maintenance, repair, rehabilitation and replacement of the Project, and any Project related betterments, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE XI – MAINTENANCE OF RECORDS AND AUDIT

A. Not later than 60 calendar days after the effective date of this Agreement, the Government and the Non-Federal Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Non-Federal Sponsor shall maintain such books, records, documents, and other evidence pertaining to design and construction in accordance with these procedures and for a minimum of three years after

the period of design and construction and resolution of all relevant claims arising therefrom. To the extent permitted under applicable Federal laws and regulations, the Government and the Non-Federal Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. Pursuant to 32 C.F.R. Section 33.26, the Non-Federal Sponsor is responsible for complying with the Single Audit Act of 1984, 31 U.S.C. Sections 7501-7507, as implemented by Office of Management and Budget (OMB) Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Non-Federal Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Non-Federal Sponsor and independent auditors any information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the Project shall be included in total project costs, subject to Article VII of this Agreement, and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Non-Federal Sponsor is required to conduct under the Single Audit Act. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits performed in accordance with this paragraph shall be included in total projects costs and shared in accordance with the provisions of this Agreement.

ARTICLE XII – FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Non-Federal Sponsor and the Government agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of the Civil Rights Acts of 1964, Public Law 88-352 (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army". The Non-Federal Sponsor is also required to comply with all applicable federal labor standards requirements including, but not limited to the Davis-Bacon Act (40 USC 276a et seq), the Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the Copeland Anti-Kickback Act (40 USC 276c).

ARTICLE XIII – RELATIONSHIP OF PARTIES

A. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE XIV – OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE XV – TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under Articles II.A., II.C., II.E., II.F., II.G., and XIX.F. of this Agreement, the Assistant Secretary of the Army (Civil Works) may terminate this Agreement or suspend future performance under this Agreement unless he determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

B. If the Government fails to receive annual appropriations in amounts sufficient to meet its share of scheduled expenditures for total project costs for the then-current or upcoming fiscal year, the Government shall so notify the Non-Federal Sponsor in writing, and within 60 calendar days thereafter the Non-Federal Sponsor without penalty shall terminate this Agreement or suspend future performance under this Agreement. In the event that the Non-Federal Sponsor elects to suspend future performance under this Agreement in accordance with this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until the Non-Federal Sponsor elects to terminate this Agreement, whichever occurs first.

C. If after completion of the design phase of the Project both parties mutually agree in writing not to proceed with the construction phase of the Project, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

D. In the event that either party elects to terminate this Agreement pursuant to this Article or Article XVI of this Agreement, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article VI.D. of this Agreement.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article or Article XVI of this Agreement shall not relieve the of liability for any obligation

previously incurred. Any delinquent payment owed by the Non-Federal Sponsor to the Government shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13-week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3-month period if the period of delinquency exceeds 3 months.

ARTICLE XVI – HAZARDOUS SUBSTANCES

A. After execution of this Agreement and upon direction by the Government, the Non-Federal Sponsor shall perform, or cause to be performed, any investigations for hazardous substances that the Government or the Non-Federal Sponsor determines to be necessary to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA"), 42 U.S.C. Section 9601-9675, that may exist in, on, or under lands, easements, and rights-of-way that the Non-Federal Sponsor and the Government determine, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. However, for lands that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the Government provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction. All actual costs incurred by, or on behalf of, the Non-Federal Sponsor and by the Government for such investigations for hazardous substances shall be included in total project costs, subject to Article VII of this Agreement, and shared in accordance with the provisions of this Agreement, subject to an audit in accordance with Article XI of this Agreement to determine reasonableness, allowability, and allocability of costs.

B. In the event it is discovered through any investigation for hazardous substances or other means that hazardous substances regulated under CERCLA exist in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government determine, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project, the Non-Federal Sponsor and the Government shall provide prompt written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of the real property interests until both parties agree that the Non-Federal Sponsor should proceed.

C. The Government and the Non-Federal Sponsor shall determine whether to initiate construction of the Project, or, if already in construction, whether to continue with work on the Project, suspend future performance under this Agreement, or terminate this Agreement for the convenience of the Government, in any case where hazardous substances regulated under CERCLA are found to exist in, on, or under any lands, easements, or rights-of-way that the Non-Federal Sponsor and the Government determine, pursuant to Article III of this Agreement, to be required for the construction, operation, and maintenance of the Project. Should the Government and the Non-Federal Sponsor determine to initiate construction or continue with construction after considering any liability that may arise under CERCLA, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall not be considered a part of total project costs. In the event the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this paragraph upon direction by the Government, the Government may, in its sole discretion, either terminate this Agreement for the convenience of the Government, suspend future performance under this Agreement, or continue work on the Project.

D. The Non-Federal Sponsor and the Government shall consult with each other in accordance with Article V of this Agreement in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to paragraph C. of this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of the Project for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate, maintain, repair, replace, and rehabilitate the Project in a manner that will not cause liability to arise under CERCLA.

ARTICLE XVII – NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and either delivered personally or by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Non-Federal Sponsor:

City of Picayune
203 Goodyear Boulevard
Picayune, Mississippi 39466

If to the Government:

U.S. Army Engineer District, Vicksburg
4155 Clay Street
Vicksburg, Mississippi 39183-3435

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XVIII – CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIX – HISTORIC PRESERVATION

A. The Government shall be responsible for compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470 et seq) for all lands required for, or affected by, the Undertaking, as defined by 16 U.S.C. 470W(7). Prior to initiation of construction, the Non-Federal Sponsor shall perform all necessary cultural resource studies, and the Government shall make all determinations and consultations in a manner consistent with 36 Code of Federal Regulations (CFR) Part 800, "Protection of Historic Properties", the Secretary of the Interior's Standards and Guidelines for Identification (48 Federal Register 44720-23), the National Park Service's publications, The Archaeological Survey: Methods and Uses (1978) and Identification of Historic Properties (1988), and the applicable guidelines of the State Historic Preservation Officer (hereinafter the "SHPO"). The Non-Federal Sponsor shall ensure that its studies are conducted by qualified archaeologists, historians, architectural historians and/or historic architects, as appropriate, who meet, at minimum, the Secretary of the Interior's Professional Qualifications Standards (48 Federal Register 44738-39). The Non-Federal Sponsor shall submit study plans and reports to the Government for review and approval and shall be responsible for resolving any deficiencies. In the event that significant archaeological or historical properties will be adversely affected, the Non-Federal Sponsor shall formulate a mitigation plan in consultation with the Government and any other parties involved in the development of a Section 106 Memorandum of Agreement (hereinafter the "MOA"). The Non-Federal Sponsor shall be responsible for implementing the mitigation contained in a signed MOA prior to the initiation of any construction activities affecting historic properties.

B. The Non-Federal Sponsor's responsibilities under this Article are limited to those historic properties within the Undertaking's area of potential effect, as defined by 36 CFR 800.16(d). Any betterments not affecting historic properties and constructed by the Non-Federal Sponsor without Federal funds are not considered to be subject to the provisions of this Article.

C. The Non-Federal Sponsor shall include provisions in all construction contracts for the protection of cultural resources discovered during construction. These provisions shall include, at a minimum, the cessation of work in the immediate area of a discovered cultural resource until the situation is properly evaluated, the immediate verbal and written notification of the Non-Federal Sponsor and Government, and consultation between the Non-Federal Sponsor, the Government, and the SHPO on appropriate measures to evaluate and treat the resource. Where the Non-Federal Sponsor elects to perform the construction work with its own forces, the same procedures shall be followed.

D. The costs of identification, survey and evaluation of historic properties shall be included in total project costs, subject to Article VII of this Agreement, and shared in accordance with the provisions of this Agreement.

E. As specified in Section 7(a) of Public Law 93-291 (16 U.S.C. 469c(a)), the costs of archeological data recovery activities associated with historic preservation shall be borne entirely by the Government and shall not be included in total project costs up to the statutory limit of one percent of the total amount the Government is authorized to expend for the Project.

F. The Government shall not incur costs for archeological data recovery that exceed the statutory one percent limit specified in paragraph E. of this Article unless and until the Assistant Secretary of the Army (Civil Works) has waived (and the Secretary of the Interior has concurred in the waiver) that limit in accordance with Section 208(3) of Public Law 96-515 (16 U.S.C.469c-2(3)). Any costs of archeological data recovery that exceed the one percent limit shall be included in total project costs, subject to Article VII of this Agreement, and shared in accordance with the provisions of this Agreement.

ARTICLE XX – OBLIGATIONS OF FUTURE APPROPRIATIONS

A. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the City Council of the City of Picayune, where creating such an obligation would be inconsistent with Miss. Code Ann. Section 21-27-23 of the State of Mississippi.

B. The Non-Federal Sponsor intends to satisfy its obligations under this Agreement. The Non-Federal Sponsor shall include in its budget request or otherwise propose, for each fiscal period, appropriations sufficient to cover the Non-Federal Sponsor's obligations under this Agreement for each year, and will use all reasonable and lawful means to secure the appropriations for that year sufficient to make the payments necessary to fulfill its obligations hereunder. The Non-Federal Sponsor reasonably believes that funds in amounts sufficient to discharge these obligations can and will lawfully be appropriated and made available for this purpose. In the event the budget or other means of appropriations does not provide funds in sufficient amounts to discharge these obligations, the Non-Federal Sponsor shall use its best efforts to satisfy any requirements for payments under this Agreement from

any other source of funds legally available for this purpose. Further, if the Non-Federal Sponsor is unable to satisfy its obligations, hereunder, the Government may exercise any legal rights it has to protect the Government's interests related to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Assistant Secretary of the Army (Civil Works).

DEPARTMENT OF THE ARMY

BY:_____
Frederick L. Clapp, Jr.
Colonel, Corps of Engineers
District Engineer

DATE:_____

CITYOF PICAYUNE

BY:_____
Gregory H. Mitchell
Mayor of Picayune

DATE:_____

CERTIFICATE OF AUTHORITY

I,_____, do hereby certify that I am the principal legal officer of the City of Picayune, that the City of Picayune is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Picayune in connection with the wastewater collection system, Picayune, Pearl River County, Mississippi, and to pay damages in accordance with the terms of this Agreement, if necessary, in the event of the failure to perform, and that the persons who have executed this Agreement on behalf of the City of Picayune have acted within their statutory authority.

IN WITNEES WHEREOF, I have made and executed this certification this_____day of_____.

_____
Nathan D. Farmer
Attorney, City of Picayune

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Gregory H. Mitchell
Mayor of Picayune

DATE:_____

CERTIFICATION OF LEGAL REVIEW

The Project Cooperation Agreement for wastewater collection system, Picayune, Pearl River County, Mississippi, has been fully reviewed by the Office of Counsel, USAED, Vicksburg.

District Counsel

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF RESPONSE TO REVEREND ALONZO DEES PROBLEM

Chief Smith related to council that she had spoken to Rev. Dees since the last council meeting and they seemed to have addressed his problem.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to enter executive session to discuss a potential contractual matter regarding the location of a business on the south end of town and a contractual matter with the school. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a potential contractual matter regarding the location of a business on the south end of town and a contractual matter with the school.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Guy, seconded by Councilmember Roberson, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session the Mayor and Council discussed a potential contractual

matter regarding the location of a business on the south end of town and took no action and discussed a contractual matter with the school and took the following action:

ORDER TO AUTHORIZE THE MAYOR TO SIGN A MAINTENANCE AGREEMENT FOR PARKS ON 16TH SECTION LANDS WITH THE PICAYUNE SCHOOL DISTRICT

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign the following maintenance agreement with the Picayune School District:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

MAINTENANCE AGREEMENT
(PARKS ON 16TH SECTOIN LANDS)

THIS AGREEMENT made and entered into by and between the BOARD OF TRUSTEES OF THE PICAYUNE SCHOOL DISTRICT, hereinafter referred to as the "BOARD OF TRUSTEE" and the CITY OF PICAYUNE, hereinafter referred to as "CITY". This Agreement is made for the purpose of allowing the City to continue to operate parks on certain lands located in the City of Picayune, title to which is vested in the State of Mississippi in Trust for the Picayune School District; and

WHEREAS, it has been brought to the attention of the City that the lease hold title it has acquired in certain property located in the City of Picayune is questionable in that it appears that the leases were originally let in violation of several Constitutional and several Statutory provisions applicable at law to the leasing of said lands; and

WHEREAS, it is the intent of the City to assist the Board of Trustees in correcting any and all discrepancies and deficiencies that may have existed in the letting of the original leases on this property; and

WHEREAS, it is the intent of the Board of Trustees to cooperate and assist the City in the present and future development of recreational facilities utilizing these lands for the benefit of all the citizens of the City of Picayune.

NOW THEREFORE, in consideration of the aforesaid premise, the following is agreed by and between the Board of Trustees and the City, to-wit:

1. The City does hereby agree to release it's leasehold title in all lands located in Section 16, Township 6 South, Range 17 West, unto the Board of Trustees.

2. The Board of Trustees agree to accept the aforesaid release and hold the City safe and harmless and without liability for any past due rentals.

3. The Board of Trustees agrees to continue to work in conjunction with the City for the development of these lands and agrees to allow the continued use of certain lands for park and recreational purposes by the City. The lands that are to be used for park and recreational purposes are those land shown on the plat marked "Exhibit A" attached hereto and made a part hereof.

4. The Board of Trustees agrees to give notice to the City of any and all lease requests regarding these lands and that no action will be taken, nor will any leases be granted on these lands without the approval of the City, during the term of this agreement.

5. The Board of Trustees agrees that if the City objects to any request for a lease on said property released to the Board of Trustees by the City, the Board of Trustees shall hold a public hearing at which time all interested parties shall have the right to make their views known to the Board of Trustees.

6. The City agrees to maintain these lands in a husband like manner and shall not allow weeds or trash on the property. The City agrees to keep all facilities, including, but not limited to buildings, lights, fences, etc. in a good state of repair and further agrees to remove any facilities from the property that are not in and/or maintained in a good state of repair. It is agreed between the parties hereto that any and all capital improvements necessary to keep the property in a good state of repair, including but not limited to roads, drainage, utilities, etc., will be the responsibility of the City. The City, it's agents, contractors or sub-contractors further agree to take no action involving said lands in violation of any State of Local Law.

7. This Agreement shall be for a term of ten (10) years. Provided, however, that this agreement may be terminated on the First day of January of any year by either party upon one hundred eighty (180) days written notice to the other party.

8. It is agreed that the City shall secure and maintain liability insurance in the amount of $500,000 covering the City and the Board of Trustees relative to the City's maintenance of or activities conducted upon the above described land.

IT IS AGREED BY AND BETWEEN all the Parties hereto that this Agreement shall not be changed, altered or amended except by written agreement between the Parties hereto. Nothing contained herein shall be construed to restrict, alter or amend any rights or responsibilities entrusted to the Board of Trustees by Statute.

This Agreement shall commence on the this the 16th day of July, 2002 and shall continue in full force and effect for a period of ten (1) years at which time the Agreement shall automatically be renewed unless either party shall give written notice to the other at least sixty (60) days prior to the expiration of this Agreement, that it does not wish to renew this Agreement.

WITNESS OUR SIGNATURES, on this the 16 day of July, 2002.

s/ Richard Logan
Picayune School District acting
by and through it's President and
Superintendent of Education.

s/ Duane Wheat
President Board of Trustees
of the Picayune School District

s/ Penny Walls
Superintendent of Education
Picayune School District

CITY OF PICAYUNE, acting by and
through it's Mayor

Greg Mitchell, Mayor

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADJOURN

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

Computer Error 8-21-02 Brenda Fara

REGULAR MEETING DATED AUGUST 6, 2002

Exhibit #1

CITY OF PICAYUNE
ECONOMIC DEVELOPMENT FUND
PROPOSED BUDGET AMENDMENT #5
FOR THE YEAR ENDING 9/30/02

2001-2002

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5
REVENUES:						
LICENSE & PERMITS	380,000	380,000	380,000	380,000	380,000	380,000
SALES TAX REVENUE	210,000	210,000	210,000	210,000	210,000	210,000
INTERGOVERNENTAL REVENUES	3,172,000	3,215,300	3,215,300	3,217,600	3,217,600	3,217,600
INTEREST INCOME	10,000	10,000	10,000	10,000	10,000	10,000
CHARGES FOR SERVICES	608,000	608,000	608,000	608,000	608,000	608,000
RENT	3,750	3,750	3,750	3,750	3,750	3,750
FINES & FORFEITS	340,000	340,000	340,000	340,000	340,000	340,000
MISCELLANEOUS	20,000	20,000	20,000	20,000	20,000	20,000
TOTAL REVENUES	223,750	223,750	223,750	223,750	223,750	223,750
TRANSFERS IN	350,000	350,000	350,000	350,000	350,000	350,000
BEGINNING CASH	55,000	55,000	55,000	55,000	55,000	55,000
INTEREST INCOME	324,671	324,671	324,671	324,671	324,671	324,671
NON-REVENUE RECEIPTS	135,000	135,000	135,000	135,000	135,000	135,000
TOTAL FROM ALL SOURCES	548,421	548,421	548,421	548,421	548,421	548,421
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	5,060,000	5,103,300	5,103,300	5,107,000	5,107,000	5,107,000
BEGINNING CASH	1,400,000	1,565,300	1,565,300	1,704,834	1,704,834	1,704,834
EXPENSES:						
SUPPORT TO OTHER ORGAN	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL RECEIPTS OTHER	6,460,000	6,768,600	6,768,600	6,811,834	6,811,834	6,811,834
OTHER SERVICES	0	0	0	600	600	1,000
THIRAD VALOREM TAX						
CAPITAL OUTLAYS	60,000	60,000	60,000	60,000	60,000	60,000
AMOUNT TO BE RAISED BY AD VALOREM TAX	1,492,000	1,492,000	1,492,000	1,492,000	1,492,000	1,492,000
ENDING CASH BALANCE	483,421	483,421	483,421	482,821	482,621	483,421
TOTAL FROM ALL SOURCES	7,952,000	8,260,600	8,260,600	8,303,834	8,303,834	8,303,834
TOTAL EXPENSES & ENDING CASH BALANCE	548,421	548,421	548,421	548,421	548,421	548,421

EXPENSES:

GENERAL GOVERNMENT

PERSONNEL	878,000	878,000	878,000	878,000	878,000	878,000
SUPPLIES	34,500	34,500	34,500	34,500	34,500	34,500
OTHER SERVICES & CHARGES	367,000	367,000	367,000	369,500	369,500	368,800
CAPITAL OUTLAYS	24,000	54,000	54,000	54,000	54,000	54,000
TOTAL	1,303,500	1,333,500	1,333,500	1,336,000	1,336,000	1,333,300

CITY OF PICAYUNE-UTILITY FUND
PROPOSED BUDGET AMENDMENT #5
FOR THE YEAR ENDING 9/30/02

	2001-2002 ORIGINAL BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5
PERSONNEL	1,388,200	1,413,554	1,408,554	1,408,554	1,408,554	1,408,554
SUPPLIES	142,300	144,936	144,936	144,936	144,936	144,936
OTHER SERVICES & CHARGES	151,600	157,710	162,710	166,210	166,210	166,210
CAPITAL OUTLAYS	28,700	37,900	37,900	42,900	42,900	42,900
TOTAL	1,710,800	1,754,100	1,754,100	1,762,600	1,762,600	1,762,600

REVENUES:

PUBLIC SAFETY-FIRE						
CHARGES FOR UTILITY SERVICES		3,013,000	3,013,000	3,013,000		3,013,000
NON-REVENUE RECEIPTS		13,000	13,000			13,000
INTEREST INCOME	1,241,495	1,241,495	1,241,495	1,241,495	1,241,495	1,241,495
LOAN PROCEEDS	58,850	58,850	58,850	58,850	58,850	58,850
OTHER SERVICES & CHARGES	58,900	59,600	59,600	59,600	59,600	59,600
CAPITAL OUTLAYS	30,350	33,350	33,350	33,350	33,350	33,350
TOTAL	1,389,595	1,393,295	1,393,295	1,393,295	1,393,295	1,393,295
TOTAL REVENUES		3,136,000	3,136,000	3,136,000		3,136,000
PUBLIC WORKS						
BEGINNING CASH		550,000	593,500		593,500	593,500
PERSONNEL	630,000	630,000	630,000	630,000	630,000	630,000
SUPPLIES	263,750	263,750	263,750	263,750	268,750	268,750
OTHER SERVICES & CHARGES	790,050	805,050	805,050	805,050	805,050	805,050
CAPITAL OUTLAYS	635,750	852,350	852,350	852,350	847,350	852,350
TOTAL	2,519,550	2,751,150	2,751,150	2,751,150	2,751,150	2,751,150
TOTAL FROM ALL SOURCES		3,686,000	3,729,500	3,729,500		3,729,500

EXPENSES:

UTIL ADMINISTRATION

REVENUES:	BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5
CULTURE & RECREATION						
PERSONNEL		110,600	110,600	110,600		110,600
SUPPLIES	0	8,000	8,000	8,000	0	8,000
OTHER SERVICES & CHARGES	0	84,100	84,100	84,100	0	84,100
CAPITAL OUTLAYS	5,000	6,000	5,000	1,000	5,000	1,000
TOTAL	5,000	208,700	208,700	203,700	5,000	203,700

TREATMENT PLANT & UTILITY CONSTRUCTION

COST OF LIVING RAISES	95,000	95,000	95,000	95,000	95,000	95,000
AID TO OTHER GOVERNMENTS	33,250	879,900	879,900	879,900	879,900	879,900
TRANSFERS OUT	492,000	508,186	508,186	508,186	508,186	508,186
OTHER SERVICES & CHARGES	403,305	1,508,400	1,508,400	1,508,400	1,508,400	1,508,400
CAPITAL OUTLAYS		335,300	335,300	365,300	365,300	365,300
TOTAL		124,600	168,100	143,100		145,600
TOTAL EXPENDITURES & ENDING CASH BALANCE	7,952,000	2,848,200	2,891,700	2,896,700		2,896,700
		8,260,600	8,260,600	8,303,834	8,303,834	8,303,834
COST OF LIVING RAISES		25,000	25,000	25,000		25,000
AID TO OTHER GOVERNMENTS		350,000	350,000	350,000		350,000
TRANSFERS OUT		89,000	89,000	89,000		89,000
ENDING CASH BALANCE		165,100	165,100	165,100		165,100
TOTAL EXPENDITURES & ENDING CASH BALANCE		3,686,000	3,729,500	3,729,500		3,729,500

REGULAR MEETING DATED AUGUST 6, 2002

CITY OF PICAYUNE-GENERAL FUND
PROPOSED BUDGET AMENDMENT #5
FOR THE YEAR ENDING 9/30/02 2001-2002

REVENUES:	BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5
LICENSE & PERMITS	380,000	380,000	380,000	380,000	380,000	380,000
INTERGOVENMENTAL REVENUES	3,172,000	3,215,300	3,215,300	3,217,800	3,217,800	3,217,800
CHARGES FOR SERVICES	608,000	608,000	608,000	608,000	608,000	608,000
FINES & FORFEITS	340,000	340,000	340,000	340,000	340,000	340,000
MISCELLANEOUS	20,000	20,000	20,000	20,000	20,000	20,000
TRANSFERS IN	350,000	350,000	350,000	350,000	350,000	350,000
INTEREST INCOME	55,000	55,000	55,000	55,000	55,000	55,000
NON-REVENUE RECEIPTS	135,000	135,000	135,000	136,200	136,200	136,200
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	5,060,000	5,103,300	5,103,300	5,107,000	5,107,000	5,107,000
BEGINNING CASH	1,400,000	1,665,300	1,665,300	1,704,834	1,704,834	1,704,834
TOTAL RECEIPTS OTHER THAN AD VALOREM TAX	6,460,000	6,768,600	6,768,600	6,811,834	6,811,834	6,811,834
AMOUNT TO BE RAISED BY AD VALOREM TAX	1,492,000	1,492,000	1,492,000	1,492,000	1,492,000	1,492,000
TOTAL FROM ALL SOURCES	7,952,000	8,260,600	8,260,600	8,303,834	8,303,834	8,303,834
EXPENSES:						
GENERAL GOVERNMENT						
PERSONNEL	878,000	878,000	878,000	878,000	878,000	878,000
SUPPLIES	34,500	34,500	34,500	34,500	34,500	34,500
OTHER SERVICES & CHARGES	367,000	367,000	367,000	369,500	369,500	386,800
CAPITAL OUTLAYS	24,000	54,000	54,000	54,000	54,000	54,000
TOTAL	1,303,500	1,333,500	1,333,500	1,336,000	1,336,000	1,353,300
PUBLIC SAFETY - POLICE						
PERSONNEL	1,388,200	1,413,554	1,408,554	1,408,554	1,408,554	1,408,554
SUPPLIES	142,300	144,936	144,936	144,936	144,936	144,936
OTHER SERVICES & CHARGES	151,800	157,710	162,710	166,210	166,210	166,210
CAPITAL OUTLAYS	28,700	37,900	37,900	42,900	42,900	42,900
TOTAL	1,710,800	1,754,100	1,754,100	1,762,600	1,762,600	1,762,600
PUBLIC SAFETY - FIRE						
PERSONNEL	1,241,495	1,241,495	1,241,495	1,241,495	1,241,495	1,241,495
SUPPLIES	58,850	58,850	58,850	58,850	58,850	58,850
OTHER SERVICES & CHARGES	58,900	59,600	59,600	59,600	59,600	59,600
CAPITAL OUTLAYS	30,350	33,350	33,350	33,350	33,350	33,350
TOTAL	1,389,595	1,393,295	1,393,295	1,393,295	1,393,295	1,393,295
PUBLIC WORKS						
PERSONNEL	830,000	830,000	830,000	830,000	830,000	830,000
SUPPLIES	263,750	263,750	263,750	263,750	268,750	268,750
OTHER SERVICES & CHARGES	790,050	805,050	805,050	805,050	805,050	805,050
CAPITAL OUTLAYS	635,750	852,350	852,350	852,350	847,350	847,350
TOTAL	2,519,550	2,751,150	2,751,150	2,751,150	2,751,150	2,751,150

REVENUES:	BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5
CULTURE & RECREATION						
PERSONNEL	0	0	0	0	0	0
SUPPLIES	0	0	0	0	0	0
OTHER SERVICES & CHARGES	0	0	0	0	0	0
CAPITAL OUTLAYS	5,000	5,000	5,000	5,000	5,000	5,000
TOTAL	5,000	5,000	5,000	5,000	5,000	5,000
COST OF LIVING RAISES	95,000	95,000	95,000	95,000	95,000	95,000
AID TO OTHER GOVERNMENTS	33,250	33,250	33,250	33,250	33,250	33,250
TRANSFERS OUT	492,000	563,132	563,152	600,186	600,186	600,186
ENDING CASH BALANCE	403,305	332,173	332,153	327,353	327,353	310,053
TOTAL EXPENDITURES & ENDING CASH BALANCE	7,952,000	8,260,600	8,260,600	8,303,834	8,303,834	8,303,834

REGULAR MEETING DATED AUGUST 6, 2002

CITY OF PICAYUNE
ECONOMIC DEVELOPMENT FUND
PROPOSED BUDGET AMENDMENT #5
FOR THE YEAR ENDING 9/30/02

2001-2002

	ORIGINAL BUDGET	AMEND #1	AMEND #2	AMEND #3	AMEND #4	AMEND #5
REVENUES:						
SALES TAX REVENUE	210,000	210,000	210,000	210,000	210,000	210,000
INTEREST INCOME	10,000	10,000	10,000	10,000	10,000	10,000
RENT	3,750	3,750	3,750	3,750	3,750	3,750
TOTAL REVENUES	223,750	223,750	223,750	223,750	223,750	223,750
BEGINNING CASH	324,671	324,671	324,671	324,671	324,671	324,671
TOTAL FROM ALL SOURCES	548,421	548,421	548,421	548,421	548,421	548,421
EXPENSES:						
SUPPORT TO OTHER ORGAN	5,000	5,000	5,000	5,000	5,000	5,000
OTHER SERVICES	0	0	0	600	600	1,000
CAPITAL OUTLAYS	60,000	60,000	60,000	60,000	60,000	60,000
ENDING CASH BALANCE	483,421	483,421	483,421	482,821	482,821	482,421
TOTAL EXPENSES & ENDING CASH BALANCE	548,421	548,421	548,421	548,421	548,421	548,421

CITY OF PICAYUNE-UTILITY FUND
PROPOSED BUDGET AMENDMENT #5
FOR THE YEAR ENDING 9/30/02

2001-2002

	ORIGINAL BUDGET	AMEND #1	AMEND #2	AMEND #5
REVENUES:				
CHARGES FOR UTILITY SERVICES	3,013,000	3,013,000	3,013,000	3,013,000
NON-REVENUE RECEIPTS	13,000	13,000	13,000	13,000
INTEREST INCOME	110,000	110,000	110,000	110,000
LOAN PROCEEDS	0	0	0	0
TOTAL REVENUES	3,136,000	3,136,000	3,136,000	3,136,000
BEGINNING CASH	550,000	593,500	593,500	593,500
TOTAL FROM ALL SOURCES	3,686,000	3,729,500	3,729,500	3,729,500
EXPENSES:				
UTIL ADMINISTRATION				
PERSONNEL	110,600	110,600	110,600	110,600
SUPPLIES	8,000	8,000	8,000	8,000
OTHER SERVICES & CHARGES	84,100	84,100	84,100	84,100
CAPITAL OUTLAYS	6,000	6,000	1,000	1,000
TOTAL	208,700	208,700	203,700	203,700
TREATMENT PLANT & UTILITY CONSTRUCTION				
PERSONNEL	879,900	879,900	879,900	879,900
SUPPLIES	1,508,400	1,508,400	1,508,400	1,508,400
OTHER SERVICES & CHARGES	335,300	335,300	365,300	362,800
CAPITAL OUTLAYS	124,600	168,100	143,100	145,600
TOTAL	2,848,200	2,891,700	2,896,700	2,896,700
COST OF LIVING RAISES	25,000	25,000	25,000	25,000
AID TO OTHER GOVERNMENTS	350,000	350,000	350,000	350,000
TRANSFERS OUT	89,000	89,000	89,000	89,000
ENDING CASH BALANCE	165,100	165,100	165,100	165,100
TOTAL EXPENDITURES & ENDING CASH BALANCE	3,686,000	3,729,500	3,729,500	3,729,500

August 20, 2002

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITYOF PICAYUNE

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met in the Courtroom of the Criminal Justice Center in said City, Tuesday, August 20, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Captain David Ervin.

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

Opening Prayer was given by Reverend Borzell Langham of Pleasant Valley Baptist Church, followed by the Pledge of Allegiance led by Councilmember Roberson.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to approve the minutes of the Mayor and City Council dated August 6, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried.

ORDER TO APPROVE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Bounds, seconded by Councilmember Roberson , to approve the issuance of the following manual checks:

Entex	Utility	$ 16,135.50
Prior Energy Co.	Utility	$ 14,565.00
GulfSouth Pipeline Co.	Utility	$ 3,734.51
UMC	Utility	$ 404.68
Pic. Muni. Airport Fund	UDAG Majestic Inn Fund	$310,000.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE MONTHLY ACTIVITIES REPORT FROM RETIREMENT DEVELOPMENT

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to acknowledge receipt of the Retirement Development Monthly Activities Report for July 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF MINUTES FROM PARTNERS FOR PEARL RIVER COUNTY

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to acknowledge receipt of minutes from Partners for Pearl River County dated June 24, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to acknowledge receipt of Monthly Budget Reports for July 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REQUESTS REPORT

Motion was made by Councilmember Bounds, seconded Councilmember Guy, to acknowledge receipt of Public Records Requests Reports for June and July 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson,to acknowledge receipt of Privilege License Report for the month of July 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to authorize the Mayor to sign a quitclaim deed for 1989 taxes in the name of Maurin Ogden, Maurin & Schneid, parcel # 617-623-002-04-001-02. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO ADVERTISE FOR SEMI-ANNUAL BIDS

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to authorize the Purchasing Agent to advertise for semi-annual bids for period of October 1, 2002 to March 31, 3003. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Guy

The motion was declared carried

CONSIDER REQUEST TO MAKE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND AGREEMENT AND REPAYMENT AGREEMENT PART OF MINUTES

At the September 16, 2002 meeting the Mayor to authorized to sign the following Agreement and said agreement was not included in the minutes. Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to include the following agreement as part of the minutes:

LOAN NUMBER: DWI-H280065-01-0

DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAND FUND LOAN AGREEMENT AND REPAYMENT AGREEMENT

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE

DEPARTMENT OF HEALTH (Department) and the CITY OF PICAYUNE, existing as an eligible loan recipient (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements, and

WHEREAS, the City of Picayune, has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I – DEFINITIONS

1.01 WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

(1) "Agreement " or "Loan Agreement" shall mean this Agreement, as amended.
(2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
(3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
(4) "Project" shall mean facilities funded under this Agreement as described in Article IX.
(5) "Revenue" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principals as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnations awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.
(6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is May 14, 2002.

1.02 CORRELATIVE WORDS. Words of the masculine gender shall be understoodto include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporation and associations, including public bodies, as well as natural persons.

ARTICLE II – WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
(4) All permits, real property interests (unless loan eligible), and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals cannot be obtained.
(5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. the Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.
(6) a. Contract Claims
   1) The Department is not a party to any contract between the Loan Recipient and the construction contractor(s), the consulting engineer(s), the attorney(s), the equipment supplier(s), the subcontractor(s) or any other parties.
   2) Upon execution of any contract between the Loan Recipient and any other party in regard to a DWSIRLF funded project, the Department

does not assume any authorities, duties, responsibilities, or liabilities under such a contract.

3) The Department does not have any authority, duty, responsibility, or liability in contract claims identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the Loan Recipient and any other party.

4) No actions taken by the Department, either directly or indirectly, in regard to the DWSIRLF loan funded project constitute or establish any determinations, authority, duty, responsibility, or liability under the contract(s) between the Loan Recipient and any other party.

5) The Loan Recipient and the contracting party must resolve all claims and contract disputes by negotiation, arbitration, litigation, or other means as provided in the contract documents and State law, prior to submission of any documents regarding DWSIRLF loan participation to the Department.

b. Change orders

1) After completion of the claims resolution and/or change order negotiation process between the Loan Recipient and the contracting party, a fully executed change order must be submitted to the Department staff for review and approval, in order to obtain a DWSIRLF loan eligibility/allowability determination, in accordance with DWSIRLF Regulation III.E.(5).

2) If any change order is submitted to the Department that is not complete and fully executed by the Loan Recipient, the contracting party, and the consulting engineer if appropriate, the Department may return such change order without review. However, unilateral change orders executed by the Loan Recipient, and the consulting engineer if appropriate, that are issued in accordance with the contract documents may be submitted to the Department for review and approval, in order to obtain a DWSIRLF loan eligibility/allowability determination, in accordance with DWSIRLF Regulation III.E.(5).

3) The Loan Recipient may submit a complete and fully executed change order which has been executed conditional upon a DWSIRLF loan eligibility/allowability determination by the Department of Environmental Quality.

4) The term "proposed change order" in Section III.E.(5) of the DWSIRLF Regulations means a fully executed change order that is submitted to the Department staff for approval of proposed DWSIRLF loan eligibility/allowability.

(7) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(8) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(9) The Loan Recipient agrees to construct the Project in accordance with the Project Schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(10) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to repair and/or construct, and place in operation, the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

2.02. COMPLIANCE WITH STATE STATUES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after loan award, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III – OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements, and shall require compliance with its approved Water Use Ordinance during the life of the Project.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03 COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain project accounts in accordance with generally accepted account principles as prescribed by the State Auditor.

ARTICLE IV – DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof, or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (6) days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies.

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due tot he Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest shall accrue on any amount due and payable beginning on the thirties (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.

(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon

event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V – GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORDS AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Loan Recipient has executed a loan agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extend that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirements shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

ARTICLE VI – SAFE DRINKING WATER ACT AND OTHER FEDERAL REQUIREMENTS

6.01. SAFE DRINKING WATER ACT. The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES. The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H, excluding the Davis-Bacon Act and associated labor laws.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the timeframes allowed in the Act, for each operating fiscal year of the Loan Recipient in which $300,000 or more in federal DWSIRLF Loan funds are expended.

ARTICLE VII – DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is $325,995.

7.02. PROJECT BUDGET. The Loan Recipient agrees to the following Project Budget. Loan payments to the Loan Recipient for construction, equipment and supplies, and testing may not exceed the project budget line items for each, plus construction contingency. Loan payments for land, the facilities planning and design allowance, and for the professional services after loan award allowance may not exceed the project budget line items for each. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the DWSIRLF Regulations.

	Loan Amount
(1) Construction	$ 261,400
(2) Equipment	$ -0-
(3) Supplies	$ -0-
(4) Testing	$ -0-
(5) Construction Contingency	$ 13,070
(6) Land	$ -0-
(7) Allowance for Facilities Planning and Design	$ 23,500
(8) Allowance for Professional Services After Loan Award	$ 12,500
(9) DWSIRLF Administrative Fee	$ 15,524
Total Loan Amount	$ 325,994

7.03. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this project exceed the budget amounts for these items plus construction contingency, the Board may terminate this loan agreement in accordance with the procedures described in Article 4.03 (10).

7.04. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the Local Governments and Rural Water Systems Improvements Revolving Loan Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.05. INTEREST RATE. The rate of interest on the unpaid principal of the Loan is 3.5 percent per annum, to be compounded monthly.

7.06. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the State Tax Commission to withhold $1,907.18 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund for a period of 237 months, to begin July, 2003, subject to amendment in accordance with the DWSIRLF Regulations. The monthly repayments to be made by the State Tax Commission to the Local Governments and Rural Water Systems Improvements Revolving Loan fun from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01.1 of this Agreement made to said Loan Recipient are hereby determined to be $1,907.18 for a period of 237 months, to begin August 2003, subject to amendment in accordance with DWSIRLF Regulations.

ARTICLE VIII – PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this project begins on May 14, 2002 and expires on June 23, 2003. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the anticipated final construction observation date. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX – PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Loan Agreement described as follows:

Rehabilitation of the City's Sternwood Well, Meadowgreen Well, City Barn Wells No. 1 and 2, and Mitchell Street Well; emergency power generators at the Sternwood and Meadowgreen Wells; and related appurtenances.

The loan eligible scope is specifically limited to that described above, and if applicable, to that identified as eligible in the approved plans, specifications and contract documents, and as subsequently modified by contract change orders approved a eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description. The plans, specifications and contract documents were recommended for approval by the Department of Environmental Quality on August 20, 2001, with final approval given by the Department of Health on August 24, 2001.

ARTICLE X – PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

(1) The Loan Recipient agrees to the following Project Performance Standards and will certify that they are being met one year after initiation of operation, in accordance with DWSIRLF Regulations III.F(8). This certification will be submitted on May 24, 2004.

a. The Project performs in the manner it was planned and designed to perform, as described in the approved facilities plan, plans, specifications and contract documents.

b. There is no evidence of wear, corrosion, loss of efficiency or other problems which indicate that the actual useable life of any portion of the Project will be significantly shorter than the design life.

(2) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation III.E.(8). **Earlier completion of certain actions may require earlier completion of other actions.**

a. By August 12, 2002 (90 days after loan award), advertise all construction related contracts for bids and submit proof of such advertisement;

b. By September 11, 2002 (30 days after advertisement), receive bids on all construction related contracts;

c. By September 25, 2002 (14 days after receipt of bids), submit the completed MBE?WBE< EEO, and related documentation on all construction related contracts;

d. By October 2, 2002 (21 days after receipt of bids), submit bid package on all construction related contracts;

e. By November 10, 2002 (60 days after receipt of bids), execute and submit all construction related contract documents and issue and submit a notice to proceed on all such contracts.

f. By April 9, 2003 (fixed date), enact the approved user charge system and water use ordinance and submit proof of such enactment;

g. By April 24, 2003 may change due to change orders), complete construction on the last construction related contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;

h. By April 29, 2003 (5 days after last construction contract completion date), submit a determination of construction completion and request a final construction observation;

i. By May 4, 2003 (10 days after the last construction contract completion date), submit all change orders which include time extensions and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;

j. By May 24, 2003 (30 days after the last construction contract completion date) hold final construction observation;

k. By June 23, 2003 (30 days after final construction observation), submit final payment requests, approvable summary change orders, a complete set of record drawings, a certification from a registered engineer that the project has been constructed substantially in accordance with the approved plans, specifications and contract documents, resolution of acceptance of each construction contract, final construction phase services contract amendments and all other administrative forms and documents required by the loan agreement and the Department. **Payment requests submitted after this date are not allowable, regardless of when the costs were incurred:**

l. On May 24, 2004 (one year after final construction observation), certify that Project meets performance standards.

(3) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

(4) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.

a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.

b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ration shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ration may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing cost}}{\text{Total Constructoin/Equipment/Supplies/Testing Cost}}$$

If it become apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

(5) The Loan Recipient understands and agrees that the Department of Health has contracted with the Department of Environmental Quality for loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Loan Agreement (and the DWSIRLF Regulations) directly to the Department of Environmental Quality, and to respond to such review and take such actions as required by the Department of Environmental Quality in order to secure loan eligibility/allowability of costs incurred in the construction of this project. The Loan Recipient understands and agrees that the Department of Environmental Quality is not a party to this Loan Agreement or any other agreements/contracts concerning this project, and that all document reviews/approvals by the Department of Environmental Quality are conducted on behalf of the Department of Health only for the purpose of loan eligibility/allowability of costs incurred in the construction of this project.

(6) The Loan Recipient shall undertake the six affirmative steps as stated in Section IV, Appendix E, of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreeements awarded under this Project. The fair share objectives negotiated for this Project are 2.9% minority as 0.64% women's business enterprises.

(7) The Loan Recipient agrees that the allowance for Facilities Planning and Design and the Allowance for Professional Services After Loan Award will not be increased for any reason after initial award of this loan, if such increase would increase the total loan amount.

IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF PICAYUNE

By:_____
Greg Mitchell

_____
(Date)

(In accordance with the DWSIRLF) Regulations, signatures of the State Tax Commissioners are to be obtained only on final loan agreement, or in event of default.)

STATE OF MISSISSIPPI

CHAIRMAN, LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD
DEPUTY DIRECTOR, OFFICE OF HEALTH REGULATIONS, MISSISSIPPI STATE DEPARTMENT OF HEALTH

By:_____
Arthur C. Sharpe, Jr.

May 14, 2002
(Date)

MISSISSIPPI STATE TAX COMMISSION

_____
Chairman

_____
Associate Commissioner

_____
Associate Commissioner

_____
(Date)

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Councilmember Guy entered meeting at this time.

IN THE MATTER OF THE PICAYUNE PIRANHA AQUATIC CLUB

Heard from members of the Picayune Piranha Aquatic Club regarding their needs for the swim team. After much discussion, the council informed them that they would look into their request for assistance with this being budget time. No action was taken.

CONSIDER REQUEST TO APPOINT MEMBERS TO THE COMMUNITY DEVELOPMENT ADVISORY BOARD

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to appoint the following members to the Community Development Advisory Board for a one year term to expire in August 2003:

Henry Dunn
Emma Hair
Mary Ellen Bright
Alfrederick Robinson
Alvie White
Borzell Langham
Edward Stubbs

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 31.3 ACRES ON PALESTINE ROAD

A public hearing on property cleanup was schedule for this date for property located at 31.3 acres on Palestine Road. Motion was made by Councilmember Watts, seconded by Councilmember Parker, to postpone public hearing on said property until September 3, 2002 at 6:00 p.m. so the City Attorney could review an ownership dispute. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

PUBLIC HEARING ON PROPERTY CLEANUP FOR 116 MOODY STREET

A public hearing on property cleanup was held on property located at 116 Moody Street. The Building Inspector reported that the cleanup had not been done and that the condition of the property constitutes a menace to the public health and safety of the area. Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the City to have the property cleaned and the cost charged against the property. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and

Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN CONTRACTS

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign the following contracts with Pro Tank, Inc. for services of inspecting and cleaning the elevated water storage tanks:

WASHOUT/INSPECTION & DISINFECTIN PROPOSAL

City of Picayune **June 10, 2002**

TANK PRO, INC. will provide all labor, materials, equipment, and insurance needed to **Washout/Inspect & Disinfect One (1) 100,000, One (1) 200,000, One (1) 250,000 and One (1) 500,000 Gallon Elevated Water Storage Tanks** for **The City of Picayune, Mississippi** as per the following details, specifications and estimate:

- The Tank will be drained and filled by the water system personnel.
- The interior of the Tank will be washed out to remove all mud, silt and other contaminates. The pressure washing will allow for proper inspection of the coating and substrate. Photographs will be provided.
- A complete inspection will be made of the interior and exterior surfaces to determine the condition of the coating, steel, foundations, presence of lead and structural stability. A standard Inspection Report for Steel Water Tanks will be utilized for this survey.
- The day the Tank is serviced, **TANK PRO INC.** will verbally present existing conditions and in less than thirty (30) days, the Owner will receive a written report listing findings, recommendations, project options, cost estimates, maintenance schedule and recommended specifications for all work needed.
- A relief valve will be provided to regulate while the tank is being serviced, if such a valve is needed.
- Testing by a Certified Lab and Coating Film Thickness Measurements are included.
- **TANK PRO INC.** will disinfect the tank as per AWWA Spray Method #2 prior to returning it back to service.

TANK PRO INC. hereby proposes to furnish labor and material – complete in accordance with above specifications, for the sum of

Five Thousand Eight Hundred Dollars and No/100——$5,800.00

Payments to **TANK PRO INC.** to be made as follows:

Payment is due in full upon receipt of invoice. Report and Photos with Maintenance Recommendations and Maintenance Program Proposal to follow.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. **TANK PRO INC.** workers are fully covered by Workmen's Compensation Insurance.

TANK PRO INC. Representative_____**Date:** _____

TANK PRO INC. will provide all labor , materials, equipment, and insurance needed to **Washout/Inspect & Disinfect One (1) 100,000, One (1) 200,000, One (1) 250,000, One (1) 500,000 Gallon Elevated Storage Tanks** for **The City of Picayune, Mississippi.** Tanks must be made available in succession for the proposed discount rate.

Acceptance of Proposal:

The above prices of **$5,800.00**, specifications and conditions are satisfactory and are hereby accepted. **TANK PRO INC.** is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Representative/Title:_____

Date of Acceptance:_____

_____

REGULAR MEETING DATED AUGUST 20, 2002

Representative Signature

WASHOUT/INSPECTION & DISINFECTION PROPOSAL

City of Picayune **June 10, 2002**

TANK PRO INC. will provide all labor, materials, equipment, and insurance needed to **Conduct a Ultrasonic Inspection** on **The City Barn Pedistal Spheroid 100,000 Gallon Elevated Water Storage Tank** for **The City of Picayune, Mississippi** as per the following details, specifications and estimate:

- The Tank will be drained and filled by the water system personnel.
- The Tank will be inspected to measure the thickness of walls and corrosion with a non-destructive hand-held Elcometer Ultrasonic Wall Thickness Gage.
- A complete inspection will be made of the interior and exterior surfaces to determine the condition and thickness of the steel. A standard Inspection Report for Steel Water Tanks will be utilized for this survey.
- The day the Tank is serviced, **TANK PRO INC.** will verbally present existing conditions and in less than thirty (30) days, the Owner will receive a written report listing findings, recommendations, project options, cost estimates, maintenance schedule and recommended specifications for all work needed.
- A relief valve will be provided to regulate pressure while the tank is being serviced, if such valve is needed.
- Testing by a Certified Lab and Coating Film Thickness Measurements are included.
- **TANK PRO INC.** will disinfect the tank as per AWWA Spray Method #2 prior to returning it back to service.

TANK PRO INC. hereby proposes to furnish labor and material- complete in accordance with above specifications, for the sum of

One Thousand Two Hundred Ten Dollars and No/100--$1,210.00

Payments to **TANK PRO INC.** to be made as follows:

Payment is due in full upon receipt of invoice. Report and Photos with Maintenance Recommendations and Maintenance Program Proposal to follows.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay's beyond our control. Owner to carry fire, tornado and other necessary insurance. **TANK PRO INC.** workers are fully covered by Workmen's Compensation Insurance.

TANK PRO INC. Representative_____**Date:** _____

TANK PRO INC. will provide all labor , materials, equipment, and insurance needed to **Conduct a Untrasonic Inspection** on **The City Barn Pedistal Spheriod 100,000 Gallon Elevated Water Storage Tank** for **The City of Picayune, Mississippi.** Tanks must be made available in conjunction with Washout/Inspection & Disinfection proposed for this discounted rate.

Acceptance of Proposal:

The above prices of **$1,210.00**, specifications and conditions are satisfactory and are hereby accepted. **TANK PRO INC.** is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Representative/Title:_____

Date of Acceptance:_____

_____

Representative Signature

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE AND TIME FOR PUBLIC HEARING

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to set September 3, 2002 at 6:00 p.m. as the date and time for the public hearing on the proposed budget for the fiscal year ending September 30, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN MEMORANDUM OF UNDERSTANDING

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to postpone request to authorize the Mayor to sign a Memorandum of Understanding and Promissory Note by and between the City of Picayune and Charlene Christmas for payment of a lien until September 3, 2002, to allow the City Attorney time to review several issues. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR MAYOR TO SIGN GRANT AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign the following Grant Agreement with the Mississippi Department of Transportation:

AIRPORT DEVELOPMENT AGREEMENT

Project No. AIP-0060-009-2002

PICAYUNE MUNICIPAL AIRPORT

PART I – OFFER

TO: **The City of Picayune**
(hereinafter referred to as the SPONSOR)

FROM: **THE MISSISSIPPI TRANSPORTATION COMMISSION**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and;

WHEREAS, The SPONSOR submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Picayune Municipal Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated July 29, 2002 for Airport Improvement Project No. 3-28-0060-009-2002 (hereinafter referred to as Project) consisting of the following:

"Install weather reporting equipment (AWOS)."

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the Commission for financial assistance in payment of the SPONSOR'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION HEREBY OFFERS AND AGREES to pay as the COMMISSION'S share, $10,850, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer is the SPONSOR'S 10% share of the eligible Project costs upon which the FAA 90% share of the Project is computed.

2. The SPONSOR is obligated to pay the full 10% sponsor share of any FAA Grant Amendments to increase the FAA funding participation in the Project.

3. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.

4. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the SPONSOR.

5. This Offer shall expire and the COMMISSION shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the SPONSOR on or before August 30, 2002 or such subsequent date as may be prescribed in writing by the COMMISSION.

6. The SPONSOR will make all financial records of the Project available to personnel of the COMMISSION upon request.

7. All terms, conditions, and assurances contained in the Grant are incorporated herein by reference.

8. Special Conditions: None

The SPONSOR'S acceptance of this Offer shall be evidenced by execution of this instrument by the SPONSOR and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the SPONSOR with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the SPONSOR'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this 31st day of July, 2002.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATON

_____
Larry L. "Butch" Brown

PART II – ACCEPTANCE

The City of Picayune does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the _____ day of _____, 2002.

The City of Picayune

Attest: _____ By: _____

_____ _____
(Title) (Title)

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN GRANT AGREEMENT

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to authorize the Mayor to sign the following Grant Agreement with the FAA for the installation of the Weather Reporting Equipment at the Picayune Municipal Airport:

GRANT AGREEMENT

Date of Offer: July 29, 2002
Project Number 3-28-0060-009-2002

RECIPIENT: CITY OF PICAYUNE, MISSISSIPPI (Herein Called Sponsor)

PICAYUNE MUNICIPAL AIRPORT
OFFER

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGRES to pay, as the United States' share, 90 percent of the allowable costs incurred in accomplishing the project consisting of the following:

Install weather reporting equipment (AWOS)

As more particularly described in the Project Application dated July 17, 2002.

The maximum obligation of the United States payable under this Offer shall be $97,650.00 for airport development.

This offer is made in accordance with and for the purpose of carry out the provisions of Title 49, United States Code, herein called Title 49 U.S.C. Acceptance and execution of this offer shall comprise a Grant Agreement, as provided by Title 49 U.S.C., constituting the contractual obligations and rights of the United States and the Sponsor.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

_____
Manager, Airports District Office, Jackson, MS

ACCEPTANCE

The Sponsor agrees to accomplish the project in compliance with the terms and conditions contained herein and in the document "Terms and Conditions of Accepting Airport Improvement Program Grants" dated September 1, 1999.

Executed this _____ day of _____, 20___.

CITY OF PICAYUNE, MISSISSIPPI

(Seal)

Attest	Signature of Sponsor's Designated Official Representative
Title	Title

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and Title 49 U.S.C. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Signature of Sponsor's Attorney Date

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

Councilmember Watts left meeting to attend wake of an uncle.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to enter executive session to discuss negotiations of a contract with Pearl River County Society for the Prevention of Cruelty to Animal, a personnel matter regarding the City Clerk, and a matter of litigation regarding Allison Landing Subdivision. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss negotiations of a contract with Pearl River County Society for the Prevention of Cruelty to Animal, a personnel matter regarding the City Clerk, and a matter of litigation regarding Allison Landing Subdivision.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Roberson, seconded by Councilmember Guy, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session three issues were discussed and the following actions were taken:

REGULAR MEETING DATED AUGUST 20, 2002

ORDER TO AUTHORIZE THE MAYOR TO SIGN MOTION WITH REGARD TO ALLISON LANDING SUBDIVISION

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign the "Combined Answer and Affirmative Defenses Unto Bill of Exceptions" in regard to the Allison Landing Subdivision lawsuit. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

ORDER TO AUTHORIZE THE CITY CLERK TO SIGN CHECKS

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to authorize City Clerk Nicole Dagnall to sign checks and in her absence Deputy City Clerk Brenda Ford will sign. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

Heard from the Pearl River County Society for the Prevention of Cruelty to Animals regarding their contract and no action was taken:

Council agreed to hold a budget workshop on Friday, August 23, 2002 at 5:00 p.m.

ORDER TO ADJOURN

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

September 3, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, September 3, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Leavern Guy, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. Gary Sumrall, Salem Baptist Church, followed by the Pledge of Allegiance led by City Manager J. P. Burns, Jr.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the minutes of the Mayor and City Council dated August 20, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Watts and Bounds

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the issuance of the following manual checks:

City of Picayune, General Fund	Utility	NTE	$ 6,000.00
Ms. State Tax Commission	Utility	NTE	$ 52,000.00
Ms. Development Authority	Airport		$ 56,217.90

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Watts and Bounds

The motion was declared carried.

ORDER TO SURPLUS PROPERTY AND REMOVE ITEMS FROM PREVIOUS SURPLUS LIST

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to declare the following items as surplus and remove the following items from previously approve surplus list:

SURPLUS LIST:

QUANTITY	DESCRIPTION	DEPARTMENT
1	AOC- Non-laced Monitor, Serial # MR4070633	Court Clerk's office
1	Inv. # 00925, Titan Space Heater	Court Clerk's office
1	Leading Edge Monitor, Serial # 5011220817623	Court Clerk's office
1	Mitac Monitor, Serial # 000M237595	Court Clerk's office
1	Gateway 2000 Crystal Scan Monitor, Serial # MALH13780	Court Clerk's office
1	CPU	Court Clerk's office
1	CPU	Court Clerk's office
1	Keyboard, Serial # 00289012	Court Clerk's office
1	Accufeel Keyboard, Serial # 9152M07U318K84857500000	Court Clerk's office
1	Gateway 2000 4DX-33V CPU	Court Clerk's office
1	Gateway 2000 Keyboard, Serial # 00817028	Court Clerk's office
1	Keyboard, Serial # 6059601	Court Clerk's office
1	Logitech Mouse, Serial # LT109122119	Court Clerk's office
1	Logitech Mouse, Serial # LT104C04198	Court Clerk's office
1	Keyboard, Serial # J954815923	Court Clerk's office
1	Turbo-Trak Keyboard, Serial # 9711327600	Court Clerk's office

REMOVE FROM SURPLUS PROPERTY LIST:

QUANTITY	DESCRIPTION	DEPARTMENT
1	Brown Bar Stool	A.L. Franklin Annex
1	1985 John Deere Backhoe W/extended boom, Unite #76, Model #410B, Serial #TO410BB724135	Street Department

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Watts and Bounds

The motion was declared carried.

CONSIDER REQUEST TO CLOSE STREETS

Motion was made by Councilmember Guy, seconded by Councilmember and Parker, to close the following streets as requested from the Picayune Downtowners Association Thirteenth Annual Street Fair to be held on November 2nd and 3rd of 2002:

West Canal Street from Main Street to Herman Street
East Canal Street from Main Street to Steel Street
Church Street from West Canal Street to alleyway

Quince Street from West Canal Street to alleyway
Quince Street from West Canal Street south a few feet
Ruby Street from West Canal Street to Elizabeth Street
Rester Street from West Canal Street to alleyway
South Curran Street from East Canal Street to Tate Street
North Curran Street from East Canal Street just a few feet
South Haugh Street from East Canal Street to Tate Street

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Watts and Bounds

The motion was declared carried.

CONSIDER APPROVAL OF DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the docket for the month of August 2002 in the amount of $ 483,357.13. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Watts and Bounds

The motion was declared carried.

At this time Councilmember Bounds entered the meeting.

IN THE MATTER OF THE STRATEGIC PLANNING INFRASTRUCTURE COMMITTEE

Mr. Eugene Myer presented the following to the Mayor and Council for review from the Strategic Planning Infrastructure Committee:

SUB-COMMITTEE FINAL DRAFT

FIRE AND BUILDING CODES FOR PEARL RIVER COUNTY
Synopsis

Requirement

Fire and building codes are a public health and safety requirement. A quarter of the cost of damage from Hurricane Andrew in southern Florida was caused by problems resulting from lack of building inspection, poor code enforcement or shoddy workmanship; all of which could have been prevented by a good Building Code Program. Building codes are required by FEMA to assure that individual homes and public structures can survive natural disasters.

Application to Pearl River County

Building codes are especially important in a hurricane zone such as Pearl River County. The impact of hurricane Camille on Pearl River County is a good example. **A very important consideration is that if Pearl River County does not have building codes in place, FEMA may not provide disaster assistance to the County in the form of Public or Private disaster assistance or make available other forms of Federal**

financial assistance to the community. A proposed Building and Regulatory Program was provided by Harold Holmes to the Board of Supervisors in June of 2000. There have been four "Presidential Declared Disasters" in Pearl River County over the last ten years. Two of these impacted the County in 2001. The Board of Supervisors has adopted a hazard mitigation plan which called for the implementation of building codes. The Pearl River Strategic Planning Group supports the recommended codes and implementation process that is summarized below.

Benefactors

Private and commercial property owners are the primary benefactors of fire and building codes. These codes provide fair and equal protection for public and commercial communities. Implementation of these codes should reduce fire and flood insurance rates for existing County residents. They enhance fire prevention in homes built according to codes. Quality construction assured by enforced codes reduces disaster costs and post disaster recovery time. With building codes in place, new homebuyers know that their homes meet minimum standards and contractors can be assured that they are on a fair playing field when they bid on new work. County-wide building codes improve conformity to codes in Picayune and Poplarville and allow more cost-effective enforcement. Mortgage lenders benefit from consistent quality construction and improved value in the buildings financed. There will be additional costs for administration and enforcement of building codes; but it is anticipated that a majority of costs for implementation and enforcement will be paid by users. These user fees will be set by the Pearl River County Board of Supervisors. Initial emphasis is not enforcement; but fair and proper implementation of the codes.

Proposed Codes

The Pearl River Strategic Planning group strongly recommends the approval and implementation of fire and building codes for Pearl River County. The proposed fire and building codes are based on international standards. They have been successfully implemented in most areas of the South. The recommended goals of proposed codes and implementation process are to:

Ensure that buildings constructed in Pearl River County are of acceptable quality and provide a safe and healthy environment;
Ensure Consistent Building Practices are followed in the County by licensed and capable contractors;
Plan full Implementation in Summer 2004 with initial implementation for commercial buildings and interim guidance for residential buildings until then, and,
Create one building inspection team for the County and its Cities.

Recommendations for Implementation

The focus of this effort is on assuring safe high quality building construction in Pearl River County. It is recommended that an orderly and carefully considered timetable be established for implementation of these building codes. The process should start with Commercial construction (probably a one-year period). Once the commercial effort is successfully implemented, residential construction would be added and then followed by accessory structures. **The planning group has carefully reviewed the codes and recommends that accessory structures of less than 500 square feet be exempted from these codes and this process. It is also recommends that agricultural structures as defined by the codes should also be exempted.**

Time will be required to build the program and implement the building codes for Pearl River County. It is recommended that the process be carefully developed and implemented on a step-by-step basis. Chief Building Inspectors are expensive; time will be required to amass enough fee monies to afford one. The effort should being with one Primary Lead for implementation and enforcement, perhaps a part-time employee who could later become or be replaced by a Chief Building Inspector for Pearl River County. The Primary Lead (eventually the Chief Inspector) must be patient and be an educator to assure that all parties understand the requirements and can meet them in a reasonable manner.

No action was taken.

IN THE MATTER OF HAZARD MITIGATION AND FLOOD PROTECTION PLAN

Harold Homes, Director of Pearl River County Planning and Development presented the council with the Hazard Mitigation and Flood Protection Plan. No action was taken.

CONSIDER AWARDING OF BID FOR THE PICAYUNE WATER WELL REHABILITATIN PROJECT

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to award the bid to Professional Construction Services in the amount of $204,683 for the Picayune Water Well Rehabilitation Project. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

PUBLIC HEARING ON BUDET FOR PROPOSED BUDGET FOR THE YEAR ENDING SEPTEMBER 2003

A public hearing was held on the proposed budget for the fiscal year ending September 30, 2003. Mr. Robert Jefferson spoke to the council recommending a raise for city employees. No official action was taken.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to accept the minutes of the Planning Commission dated July 18, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to acknowledge receipt of the Planning Commission minutes dated August 15, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER REQUEST TO GRANT VARIANCE

Upon recommendation of the Planning Commission, motion was made by Councilmember Guy, seconded by Councilmember Parker, to grant a variance to Lynette Washington Williams to place a mobile home at 2104 Cousin Street in an R-4 zone. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Guy and Bounds

VOTING NAY: Councilmember Roberson

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER REQUEST TO PLCE TWO SIGNS ON PUBLIC RIGHT-OF-WAY

Upon recommendation of the Planning Commission, motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to place two 24" X 40" directional signs on public right-of-way at the intersection of Cooper Road and The Woods Road for Trinity United Methodist Church, Inc. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER REQUEST FOR APPROVAL AND AUTHORIZATION FOR MAYOR TO SIGN MEMORANDUM OF AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to postpone the action to requesting the Mayor to sign the Memorandum of Agreement between Rheogistics, LLC and the City of Picayune until the September 12, 2002 meeting to allow the City Attorney time to review.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER STATEMENT OF QUALIFICATIONS FOR DESIGN SERVICES FOR THE CITY'S INTERMODAL TRANSPORTATION CENTER

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to follow the recommendation of the Procurement Selection Committee to select Neel-Schaffer, Inc. to provide the Design Engineering Services for the City's Intermodal Transportation Center. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER REQUEST TO APPROVE AND AUTHORIZE THE MAYOR TO SIGN CONTRACT

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to approve and authorize the Mayor to sign the following contract with Technical Repair Services to provide monthly inspection service on the non-directional beacon at the Picayune Municipal Airport:

TECHNICAL REPAIR SERVICES

I offer to you a monthly service agreement for long as parts are factory available for your unit, inspections completed in accordance to FAA INSTRUCTIONS, site will be kept clean and grass cut regularly by site owner.

TRServices WILL NOT CHANGE THE SERVICE RATES FOR ONE YEAR AND DON'T PLAN TO CHANGE THE RATES TILL INDICATED BELOW.

I pay my own transportation.
I pay my own motel bills when over night is needed.
I have a reasonable rate per month that is agreed on in interview.
A service agreement is for your benefit as well as TRService.
I will do work for $80.00 an hour and $.80 a mile round trip FROM MY OFFICE on non-service agreement. Additional work for service agreement customers if $65.00 per hour.

I must inspect site and equipment prior to service agreement, free of charge. If unit is out of service an estimate of cost can be given to put back in service.

MONTHLY RATES

NEW TO FOUR YEARS OLD NDB	$ 200.00 PER MONTH
OVER FOUR YEARS OLD NDB	$ 300.00 PER MONTH
NEW TO FOUR YEARS AWOS	$ 300.00 PER MONTH
OVER FOUR YEARS OLD AWOS	$ 400.00 PER MONTH
ONE NDB AND ONE AWOS FOR SAME LOCATION	$ 600.00 PER MONTH

ALL trips (one or ten) for each month would be covered in service agreement used. I make a good check of each system I service regularly. To monitor its operation, I fix the little things before they get big. ALL needed FAA records will stay on site. THERE WILL BE CHARGES FOR ANY REPAIRS. You pay for all parts ordered so I don't have to resale them to you. Tower work, lighting damage, antenna replacement, structure changes or repairs, component card replacement and repair of electric wiring, batteries and parts or units connected to system.
Service Airport Location_____ 148 Runway Road, Picayune, MS 39466
BILLING NAME_____
BILLING ADDRESS_____ZIP_____
Telephone (601) 799-0603 FAX (601) 798-0564
Mayor Greg Mitchell_____
SERVICE Item #1 one NDB
This Service Agreement is $200.00 a month. Start Date_____
Authorized by_____For Monthly Billing
YOU MAY CANCEL BY GIVING 30 DAYS NOTICE TO END AGREEMENT and TRService may give 30 days notice to end service agreement and notify FAA of the intent.

IF YOU THINK THERE IS A HIDDEN CHARGE LET ME KNOW, I WILL REMOVE IT IN WRITING. SERVICE AGREEMNT VOID IF PAYMENT NOT PAID IN SIXTY DAYS OF DUE DATE. ALL PAYMENTS DUE BY 15TH OF EACH MONTH.

This agreement will start after FAA VERIFIED Inspection is completed.
The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Parker, to enter executive session to discuss a transaction of business and discussion regarding the prospective purchase, sale or lease of lands at the Industrial Park. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a transaction of business and discussion regarding the prospective purchase, sale or lease of lands at the Industrial Park.

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Roberson, seconded by Councilmember Bounds, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session there was a discussion regarding the prospective purchase, sale or lease of lands at the Industrial Park and no action was taken.

ORDER TO RESCIND ORDER TO POSTPONE ACTION ON MEMORANDUM OF AGREEMENT BY AND BETWEEN RHEOGISTICS, LLC AND THE CITY OF PICAYUNE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to rescind the previous order to postpone action on Memorandum of Agreement by and between Rheogistics, LLC and the City of Picayune. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

CONSIDER REQUEST FOR APPROVAL AND AUTHORIZATION FOR MAYOR TO SIGN MEMORANDUM OF AGREEMENT

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the Mayor to sign the following Memorandum of Agreement by and between Rheogistics, LLC and the City of Picayune

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE CITY OF PICAYUNE
AND RHEOGISTICS, LLC

This Agreement is made and entered into by the City of Picayune, Mississippi and Rheogistics, LLC to apply for a CDBG Economic Development Grant. Hereinafter, the City shall be referred to as "Recipient," and Rheogistics, LLC hereinafter referred to as "Company." The Agreement is as follows:

WHEREAS, the Recipient desires the Company to increase employment opportunities by locating the Company in Picayune, Mississippi and thereby is in the process of applying for a Community Development Block Grant (CDBG) to secure the location or expansion of the Company, and the purpose of developing polymer additives.

WHEREAS, the Recipient and the Company are required to enter into a written agreement specifying the terms and conditions of the relationship of the Recipient and the Company.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Recipient and the Company agree as follows:

1. The Recipient's responsibilities shall be the following:
   a. Abide by all State and Federal guidelines.
   b. Conduct all environmental studies in accordance with all-applicable rules and regulations of the Mississippi Development Authority (hereinafter "MDA") and the U.S. Department of Housing and Urban Development (hereinafter "HUD").
   c. Sign the contract between MDA and the Recipient if the project is approved.
   d. Provide for the coordination and submission of the application.
   e. Proceed with the selection of necessary consultants in accordance with all applicable rules and regulations of HUD.
   f. Hold public hearings in accordance with all applicable rules and regulations of the MDA and HUD.
2. The Company's responsibilities shall be the following:
   a. Within three years of completion of the CDBG project activities identified above, the Company shall create 15 full-time and/or full-time equivalent jobs at the facility. One full-time job is the equivalent of a minimum of 1,820 annual work hours. A minimum of 51 percent of the new jobs will be filled by or made available to person of low and moderate-income families.
   b. Keep and maintain books, records and other documents relating directly to the expenditure of private funds and the hiring of persons to fill the new jobs created as result of this project. Furnish from time to time, upon the request of the recipient, reports on progress being made in meeting the requirements of 2.a. above.

c. The Company agrees that any duly authorized representative of the MDA, Community Services Division, HUD and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such records related to private expenditures and job generation as a result of the above described project until the completion of all close-out procedures respecting the grant and the final settlement and conclusions of issues rising out of the grant.

d. The Company agrees to inject at least $1,000,000.00 into construction and related equipment.

3. On or before 18 Months from CDBG Funding Notification Rheogistics will give the City of Picayune a written notice 90-days prior to start date reconfirming need date for said rail spur. Along with written notice Rheogistics will also provide a Surety Bond or other means suitable to the City of Picayune, to cover the previously agreed upon cost between Rheogistics, the city of Picayune and the MDA for the rail spur to serve the Rheogistics plant site in the Picayune Industrial Park. Rheogistics will be released from the Surety Bond for the Rheogistics rail spur CDBG project upon meeting all requirements set by the MDA for this CDBG Project and the City of Picayune attaining a closeout package for the Rheogistics rail spur CDBG project from MDA.

4. If for any reason whatsoever, the Company does not adhere to the commitments as contemplated in this agreement, the Recipient's sole remedy, and the limit of the Company's liability under this agreement, will be for the Company to reimburse the Recipient the amount contemplated by this agreement. The amount and use of funds is defined in the grant application to MDA, a copy of the initial application is attached hereto as exhibit A, and upon approval by MDA and the amount duly noted in the Grant Award, said Grant Award will become a part of this Agreement.

5. Terms of this agreement shall be effective and binding upon approval and award of a grant to the Recipient by the Mississippi Development Authority of the State of Mississippi.

IN WITNESS WHEREOF, the Recipient and the Company have executed thisAgreement his the_____day of _____.

_____
(Name of Recipient's Chief Executive Officer)

_____
(Name of Company's President/CEO)

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

ORDER TO RECESS

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds to recess until September 12, 2002 at 6:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Watts

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

September 12, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Thursday, September 12, 2002 at 6:00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Leavern Guy, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Larry Williamson followed by the Pledge of Allegiance led by Councilmember Jerry Bounds.

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

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

Motion was made by Councilmember Roberson, seconded by Councilmember Bounds, to enter executive session to discuss a transaction of business and discussion regarding the prospective purchase, sale or lease of lands at the Industrial Park. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

The Mayor reopened the meeting to public announce that the Council would enter executive session to discuss a transaction of business and discussion regarding the prospective purchase, sale or lease of lands at the Industrial Park.

RECESSED MEETING DATED SEPTEMBER 12, 2002

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Bounds, seconded by Councilmember Guy, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session there was a discussion regarding the prospective purchase, sale or lease of lands at the Industrial Park and no action was taken:

ORDER TO ADOPT LAND ROLLS AS PREPARED BY THE HANCOCK COUNTY TAX COLLECTOR/ ASSESSOR

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to adopt the land rolls for the Picayune School District as prepared by the Hancock County Tax Collector/Assessor with the following totals:

	Picayune School District
Real Property	2,076,478
Personal Property	0
Special Homestead Exemption	238,378

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

ORDER TO ADOPT LAND ROLLS AS PREPARED BY THE PEARL RIVER COUNTY TAX COLLECTOR/ASSESSOR

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to adopt the land rolls for the City of Picayune and the Picayune School District as prepared by the Pearl River County Tax Collector/Assessor with the following totals:

	City of Picayune	Picayune School District
Real Property	43,682,229	72,668,768
Personal Property	10,952,401	11,684,621
Special Homestead Exemption	5,623,131	11,098,519

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER ADOPTION OF ORDINANCE TO LEVY 2002 PROPERTY TAXES

The following ordinance was presented for review:

RECESSED MEETING DATED SEPTEMBER 12, 2002

ORDINANCE NO.771

AN ORDINANCE FIXING THE LEVY FOR THE MUNICIPAL TAXES FOR THE CITY OF PICAYUNE, MISSISSIPPI AND THE PICAYUNE SEPARATE SCHOOL DISTRICT FOR THE FISCAL YEAR 2002-2003, BEGINNING OCTOBER 1, 2002 AND ENDING SEPTEMBER 30, 2003

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

SECTION 1. That a levy for general and special municipal purposes of 23.25 mills on the dollar upon real, personal and fixed property within the corporate limits of the City of Picayune, Mississippi, taxable according to law, and a levy of 54.00 mills on the dollar upon real, personal and fixed property within the Picayune Municipal Separate School District of Pearl River County and Hancock County, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2002-2003, for the following purposes, to-wit:

GENERAL FUND (Authority: Mississippi Code of 1972, Section 27-39-307)	21.25	
PEARL RIVER COUNTY LIBRARY SYSTEM (Authority: Mississippi Code of 1972, Section 39-3-7)	2.00	
TOTAL FOR ALL MUNICIPAL PURPOSES		**23.25**
FOR SCHOOL COSTS other than *Minimum Foundation Program* (Authority: Mississippi Code of 1972, Section 37-57-1, et. seq.)	54.00	
TOTAL FOR ALL SCHOOL PURPOSES		**54.00**
TOTAL FOR ALL MUNICIPAL AND SCHOOL PURPOSES		**77.25**

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

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

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried and the ordinance adopted.

CONSIDER ADOPTION OF THE BUDGET FOR THE YEAR ENDING SEPTEMBER 30, 2003

Motion was made by Councilmember Bounds, seconded by Councilmember Guy, to adopt the budget for the fiscal year beginning October 1, 2002 and ending September 30, 2003:

RECESSED MEETING DATED SEPTEMBER 12, 2002

CITY OF PICAYUNE – GENERAL FUND
BUDGET
FOR THE YEAR ENDING SEPTEMBER 30, 2003

RECEIPTS:

LICENSE AND PERMITS	375,000
INTERGOVERNMENTAL REVENUES	3,112,000
CHARGES FOR SERVICES	606,000
FINES AND FORFEITS	340,000
MISCELLANEOUS	12,000
TRANSFERS	1,840,000
INTEREST EARNINGS	41,000
NON-REVENUE RECEIPTS	0
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	6,326,000
BEGINNING CASH	2,052,409
TOTAL RECEIPTS OTHER THAN AD VALOREM TAX	8,378,409
AMOUNT TO BE RAISED BY AD VALOREM TAX	1,489,000
TOTAL FROM ALL SOURCES	9,867,409

EXPENDITURES

GENERAL GOVERNMENT

PERSONNEL	903,642
SUPPLIES	35,850
OTHER SERVICES & CHARGES	471,300
CAPITAL OUTLAY	73,000
TOTALS	1,483,792

PUBLIC SAFETY- POLICE

PERSONNEL	1,664,697
SUPPLIES	143,525
OTHER SERVICES & CHARGES	178,150
CAPITAL OUTLAY	136,800
TOTALS	2,123,172

PUBLIC SAFETY – FIRE

PERSONNEL	1,272,858
SUPPLIES	56,750
OTHER SERVICES & CHARGES	62,900
CAPITAL OUTLAY	597,500
TOTALS	1,990,008

PUBLIC WORKS

PERSONNEL	851,354

SUPPLIES	261,100
OTHER SERVICES & CHARGES	855,250
CAPITAL OUTLAY	742,075
TOTALS	2,709,779

CULTURE & RECREATION

PERSONNEL	0
SUPPLIES	2,300
OTHER SERVICES & CHARGES	10,000
CAPITAL OUTLAY	12,000
TOTALS	24,300
COST OF LIVING RAISES	234,000
AID TO OTHER GOVERNMENTS	45,425
TRANSFERS	372,800
ENDING CASH BALANCE	884,133
TOTAL EXPENDITURES & ENDING CASH BALANCE	9,867,409

SPECIAL POLICE DRUG FUND – 003

RECEIPTS

RESTITUTION FOR DRUGS	6,000
FORFEITURES & SEIZURES	18,000
INTEREST	2,000
BEGINNING CASH & INVESTMENTS	109,654
TOTAL FROM ALL SOURCES	135,654

DISBURSEMENTS:

OTHER SERVICES	0
CAPITAL OUTLAY	10,000
TOTAL	10,000
ENDING CASH	125,654
TOTAL DISBURSEMENTS & ENDING BALANCE	135,654

CDBG WESTSIDE REDEVELOPMENT – 102

RECEIPTS:

SALE OF LOTS	25,000
INTEREST EARNED	500
BEGINNING CASH & INVESTMENTS	25,879
TOTAL FROM ALL SOURCES	51,379

DISBURSEMENTS:

OTHER SERVICES	500
CAPITAL OUTLAY	0
TOTAL	500

ENDING CASH & INVESTMENTS	50,879
TOTAL DISBURSEMENTS & ENDING BALANCE	51,379

UDAG MAJESTIC INN FUND – 108

RECEIPTS:

RENTAL PAYMENTS	28,394
INTEREST INCOME	2,500
BEGINNING CASH & INVESTMENTS	75,660
TOTAL FROM ALL SOURCES	106,554

DISBURSEMENTS:

OTHER SERVICES	0
ENDING CASH & INVESTMENTS	106,554
TOTAL DISBURSEMENTS & ENDING BALANCE	106,554

ECONOMIC DEVELOPMENT FUND – 110

RECEIPTS:

INTEREST	13,200
SALES TAX REVENUE	240,000
LOAN PROCEEDS	0
TRANSFER IN	0
RENT	3,750
BEGINNING CASH & INVESTMENTS	653,328
TOTAL FROM ALL SOURCES	910,278

DISBURSEMENTS:

PERSONNEL	0
SUPPORT TO OTHER ORGANIZATIONS	10,000
OTHER SERVICES	0
CAPITAL OUTLAY	0
TOTAL	10,000
LOAN PAYMENTS	0
ENDING CASH	900,278
TOTAL DISBURSEMENTS & ENDING BALANCE	910,278

WALMART BOND FUND – 340

RECEIPTS:

SALES TAX	123,225
INTEREST	3,500
BEGINNING CASH & INVESTMENTS	73,095

TOTAL FROM ALL SOURCES	199,820

DISBURSEMENTS:

TRANSFERS TO DEBT SERVICE	118,500
ENDING CASH & INVESTMENTS	81,320
TOTAL DISBURSEMENTS & ENDING BALANCE	199,820

AIRPORT FUND – 351

RECEIPTS:

FEDERAL GRANTS	1,701,088
STATE GRANTS	14,799
REVENUES	68,000
LOAN PROCEEDS	0
TRANSFERS IN	4,300
BEGINNING CASH & INVESTMENTS	351,186
TOTAL FROM ALL SOURCES	2,139,373

DISBURSEMENTS:

PERSONNEL SERVICES	52,609
SUPPLIES	26,000
OTHER SERVICES & CHARGES	47,000
CAPITAL OUTLAY	217,900
TOTAL	343,509
LOAN PAYMENTS	126,500
LOAN FROM GENERAL FUND	1,490,000
ENDING CASH & INVESTMENTS	179,364
TOTAL DISBURSEMENTS & ENDING BALANCE	2,139,373

CEMETERY FUND – 406

RECEIPTS:

SALE OF LOTS	25,000
INTEREST INCOME	6,200
MISCELLANEOUS INCOME	0
TRANSFER IN – CITY	57,000
BEGINNING CASH & INVESTMENTS	301,563
TOTAL FROM ALL SOURCES	389,763

DISBURSEMENTS:

PERSONNEL SERVICES	94,167
SUPPLIES	13,400
OTHER SERVICES	4,900
CAPITAL OUTLAY	24,500
TOTAL	136,967

ENDING CASH & INVESTMENTS	252,796
TOTAL DISBURSEMENTS & ENDING BALANCE	389,763

CITY OF PICAYUNE – UTILITY FUND
BUDGET
FOR THE YEAR ENDING SEPTEMBER 30, 2003

RECEIPTS:

CHARGES FOR UTILITY SERVICES	3,490,000
NON-REVENUE RECEIPTS	13,000
INTEREST EARNINGS	33,000
LOAN PROCEEDS	0
TOTAL REVENUES	3,536,000
BEGINNING CASH	2,184,503
TOTAL FROM ALL SOURCES	5,720,503

EXPENDITURES

UTILITY ADMINISTRATION	
PERSONNEL	119,900
SUPPLIES	8,000
OTHER SERVICES & CHARGES	86,100
CAPITAL OUTLAY	6,000
TOTALS	220,000
TREATMENT PLANT & UTILITY CONSTRUCTION	
PERSONNEL	958,405
SUPPLIES	1,987,250
OTHER SERVICES & CHARGES	395,855
CAPITAL OUTLAY	829,186
TOTALS	4,170,696
COST OF LIVING RAISES	55,000
TRANSFERS OUT	350,000
DEBT PAYMENTS	37,000
ENDING CASH BALANCE	887,807
TOTAL EXPENSES & ENDING CASH BALANCE	5,720,503

LONG TERM DEBT – 901

RECEIPTS:

TRANSFERS IN	556,500
BEGINNING CASH & INVESTMENTS	0
TOTAL FROM ALL SOURCES	556,000

DISBURSEMENTS:

PRINCIPAL & INTEREST PAYMENTS	556,000

RECESSED MEETING DATED SEPTEMBER 12, 2002

ENDING CASH & INVESTMENTS	0
TOTAL DISBURSMENETS & ENDING BALANCE	556,000

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN AN ADDENDUM TO THE ENGAGEMENT LETTER DATED MAY 29, 2002 BETWEEN THE CITY AND AVL, P.L.L.C.

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign the following addendum to the engagement letter dated May 29, 2002 between the City and AVL, P.L.L.C.:

September 9, 2002

Mayor and City Manager
City of Picayune, Mississippi
203 Goodyear Boulevard
Picayune, Mississippi 39466

This letter serves as an addendum to the engagement letter dated Mayor 29, 2002.

Based on the information the City Clerk has provided to us in relation to the Single Audit, we will need to redo certain portions of the work we have performed previously. The Single Audit is based on the total amount of costs incurred for projects funded by federal awards. The City Clerk has informed us that there was a contract on the capital projects schedule that was originally identified as being funded with non-federal sources that, in fact, is to be funded by federal award.

Therefore, we will need to change the scope of the Single Audit to include the cost incurred on that contract. This change will also affect the financial statements in that we will need to record additional receivables from the federal grantor. We estimate that our fee for the additional time involved to test the contract, redo workpapers, record audit adjustments, adjust the financial statements (which had already been prepared in draft form) and adjust the Single Audit reports (which had also been prepared in draft form), will range from $2,500 to $3,500. We believe that we should be able to begin the additional procedures in the next two weeks so that we may deliver the financial statements report by October 1, 2002.

If you agree with the terms of this addendum, please sign the enclosed copy and return it to us.

Sincerely,

/s/ Alexander, Van Loon, Sloan, Levens & Favre
ALEXANDER, VAN LOON, SLOAN, LEVENS & FAVRE, PLLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Picayune, Mississippi.

RECESSED MEETING DATED SEPTEMBER 12, 2002

Officer signature:_____

Title:_____

Date:_____

ORDER TO ADJOURN

Motion was made by Councilmember Bounds, seconded by Councilmember Guy to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Parker

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

September 17, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, September 17, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, and Leavern Guy, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. Kent Megehee, Unity Baptist Church, followed by the Pledge of Allegiance led by Councilmember Roberson.

ORDER TO REMOVE ITEM FROM CONSENT AGENDA

Motion was made Councilmember Guy, seconded by Councilmember Watts, to remove request to approve minutes of the Mayor and City Council dated September 3, 2002 from consent agenda and table until October 1, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Councilmember |Guy, seconded by Councilmember Roberson, to approve the issuance of the following manual checks:

Entex	Utility	$ 14,554.50
Gulfsouth Pipeline Co.	Utility	$ 4,378.67
UMC	Utility	$ 442.40
Nell Cowart	General	$ 500.00
Picayune Municipal Airport Fund	General	$ 177,000.00
Brenda Smith	General	$ 465.62

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORTS

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the Monthly Budget Reports for the month of August 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of the Privilege License Report for the month of August 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF RETIREMENT DEVELOPMENT MONTHLY ACTIVITIES REPORT

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of Retirement Development Monthly Activities Report for the month of August 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to authorize the Mayor to sign a quitclaim deed for 1997 and 1998 taxes in the name of Federal Deposit Insurance Corp., PPIN 24810. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER ACCEPTANCE OF BID TO PAINT CITY HALL

Motion was made by Councilmember Watts, seconded by Councilmember Roberson, to accept the low bid of $29,500 from Reflectech to paint City Hall. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

IN THE MATTER OF DISCUSSION

City Engineer David Hattaway gave an update on Phase I of the Memorial Boulevard Project. Mr. Hattaway stated that the project was approximately 15% complete and should be completed by January 2003. No action was taken.

CONSIDER REQUEST TO APPROVE BUDGET AMENDMENT #6 FOR THE YEAR ENDED SEPTEMBER 30, 2002

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve Budget Amendment #6 as follows:

CITY OF PIAYUNE – GENERAL FUND
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

	ORIGINAL	AMENDMENT#6
REVENUE:		
LICENSES & PERMITS	380,000	380,000
INTERGOVERNMENTAL REV.	3,172,000	3,215,300
CHARGES FOR SERVICES	608,000	608,000
FINES AND FORFEITS	340,000	340,000
MISCELLANEOUS	20,000	20,000
TRANSFERS IN	350,000	350,000
NON-REVENUE RECEIPTS	135,000	1,200
TOTAL FROM ALL SOURCES OTHER THAN TAXES	5,060,000	4,969,500
BEGINNING CASH	1,400,000	1,704,834
TOTAL RECEIPTS OTHER THAN AD VALOREM TAX	6,460,000	6,674,334
AMOUNT TO BE RAISED BY AD VALOREM TAX	1,492,000	1,492,000
TOTAL FROM ALL SOURCES	7,952,000	8,166,334
EXPENSES:		
GENERAL GOVERNEMENT		
PERSONNEL	878,000	878,000
SUPPLIES	34,500	34,500

OTHER SERVICE & CHARGES	367,000	386,800
CAPITAL OUTLAYS	24,000	15,000
TOTAL	1,303,500	1,314,300
PUBLIC SAFETY – POLICE		
PERSONNEL	1,388,200	1,538,804
SUPPLIES	142,300	144,936
OTHER SERVICES & CHARGES	151,600	166,210
CAPITAL OUTLAYS	28,700	44,900
TOTAL	1,710,800	1,894,850
PUBLIC SAFETY – FIRE		
PERSONNEL	1,241,495	1,250,495
SUPPLIES	58,850	58,850
OTHER SERVICES & CHARGES	58,900	59,600
CAPITAL OUTLAYS	30,350	18,350
TOTAL	1,389,595	1,387,295
PUBLIC WORKS		
PERSONNEL	830,000	740,500
SUPPLIES	263,750	268,750
OTHER REVENUE & CHARGES	790,050	831,841
CAPITAL OUTLAYS	635,750	683,309
TOTAL	2,519,550	2,524,400
EXPENSES:		
CULTURE & RECREATION		
PERSONNEL	0	0
SUPPLIES	0	0
OTHER SERVICE & CHARGES	0	0
CAPITAL OUTLAYS	5,000	5,000
TOTAL	5,000	5,000
COST OF LIVING RAISING	95,000	95,000
AID TO OTHER GOVERNMENTS	33,250	33,250
TRANSFERS OUT	492,000	602,186
ENDING CASH BALANCE	403,305	310,053
TOTAL EXPENDITURES & ENDING CASH BALANCE	7,952,000	8,166,334

CITY OF PICAYUNE
CDBG WESTSIDE REDEVELOPMENT
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

	ORIGINAL	AMENDMENT #6
REVENUES:		
INTEREST INCOME	1,000	1,000
SALE OF LOTS	0	19,000
TOTAL REVENUES	1,000	20,000
BEGINNING CASH	20,921	20,921
TOTAL FROM ALL SOURCES	21,921	40,921

EXPENSES:

CAPITAL OUTLAYS	0	1,000
ENDING CASH BALANCE	21,921	39,921
TOTAL EXPENSES & ENDING CASH BALANCE	21,921	40,921

CITY OF PICAYUNE
UDAG MAJESTIC INN
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
RENTAL PAYMENTS	28,219	17,219
INTEREST INCOME	2,500	2,500
TOTAL REVENUE	30,719	19,719
BEGINNING CASH	88,504	404,393
TOTAL FROM ALL SOURCES	119,223	424,112
EXPENSES:		
CAPITAL OUTLAYS	0	0
TRANSFER TO AIRPORT-CHEVRON	0	310,000
ENDING CASH BALANCE	119,223	114,112
TOTAL EXPENSES & ENDING CASH BALANCE	119,223	424,112

CITY OF PICAYUNE
TOBACCO GRANT
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
GRANT REVENUE	0	0
INTEREST INCOME	500	700
TOTAL REVENUES	500	700
BEGINNING CASH	22,609	22,609
TOTAL FROM ALL SOURCES	23,109	23,309
EXPENSES:		
SUPPLIES	0	0
OTHER SERVICES	0	500
CAPITAL OUTLAYS	20,000	20,200
ENDING CASH BALANCE	3,109	2,609

TOTAL EXPENSES & ENDING CASH BALANCE	23,109	23,309

CITY OF PICAYUNE
ECONOMIC DEVELOPMENT FUND
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
SALES TAX REVENUE	210,000	230,000
INTEREST INCOME	10,000	10,000
RENT	3,750	3,750
SALE OF LOTS	0	68,500
TOTAL REVENUES	223,750	312,250
BEGINNING CASH	324,671	324,671
TOTAL FROM ALL SOURCES	548,421	636,921
EXPENSES:		
SUPPORT TO OTHER ORG.	5,000	5,000
OTHER SERVICES	0	1,000
CAPITAL OUTLAYS	60,000	0
ENDING CASH BALANCE	483,421	630,921
TOTAL EXPENSES & ENDING CASH BALANCE	548,421	636,921

CITY OF PICAYUNE – AIRPORT FUND
AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
FEDERAL GRANTS	0	1,684,000
STATE GRANTS	0	150,000
REVENUES	76,000	76,000
LOAN PROCEEDS	0	73,768
TRANSFER IN	144,000	487,000
TOTAL REVENUE	220,000	2,470,768
BEGINNING CASH & INVESTMENTS	16,043	254,980
TOTAL FROM ALL SOURCES	236,043	2,725,748
EXPENSES:		
PERSONNEL	50,000	50,000
SUPPLIES	26,000	39,000
OTHER SERVICES & CHARGES	30,000	40,300
CAPITAL OUTLAYS	27,000	2,085,444
TOTAL OPERATING EXPENSES	133,000	2,214,744
LOAN PAYMENTS (TRANF OUT)	101,300	101,300

ENDING CASH & INVESTMENT	1,743	409,704
TOTAL DISBURSMENTS & ENDING CASH BALANCE	236,043	2,725,748

CITY OF PICAYUNE
WALMART FUND
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
SALES TAX REVENUE	123,225	123,225
INTEREST INCOME	5,000	5,000
TOTAL REVENUES	128,225	128,225
BEGINNING CASH	95,582	95,582
TOTAL FROM ALL SOURCES	223,807	223,807
EXPENSES:		
TRANSFER TO LTD	123,325	121,750
ENDING CASH BALANCE	101,482	102,057
TOTAL EXPENSES & ENDING CASH BALANCE	223,807	223,807

CITY OF PICAYUNE – UTILITY FUND
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
CHARGES FOR UTILITY SERVICES	3,013,000	3,406,000
NON-REVENUE RECEIPTS	13,000	13,000
INTEREST INCOME	110,000	55,000
LOAN PROCEEDS	0	0
TOTAL REVENUES	3,136,000	3,474,000
BEGINNING CASH	550,000	593,500
TOTAL FROM ALL SOURCES	3,686,000	4,067,500
EXPENSES:		
UTILITY ADMINISTRATION		
PERSONNEL	110,600	114,900
SUPPLIES	8,000	8,000
OTHER SERVICES & CHARGES	84,100	84,100
CAPITAL OUTLAYS	6,000	1,000
TOTAL	208,700	208,000

TREATMENT PLANT & UTILITY CONSTRUCTION		
PERSONNEL	879,900	827,900
SUPPLIES	1,508,400	1,508,400
OTHER SERVICES & CHARGES	335,300	362,800
CAPITAL OUTLAYS	124,600	119,600
TOTAL	2,848,200	2,818,700
COST OF LIVING RAISES	25,000	25,000
AID TO OTHER GOVERNMENTS	350,000	350,000
TRANSFERS OUT	89,000	44,000
ENDING CASH BALANCE	165,100	621,800
TOTAL EXPENDITURES & ENDING CASH BALANCE	3,686,000	4,067,500

CITY OF PICAYUNE – CEMETERY FUND
BUDGET AMENDMENT #6
FOR THE YEAR ENDING 9/30/02

REVENUES:		
RECORDING FEES	0	200
SALE OF LOTS	25,000	25,000
INTEREST INCOME	15,000	9,600
MISCELLANEOUS INCOME	0	0
TRANSFERS IN-FROM GENERAL	48,000	48,000
TOTAL REVENUES	88,000	82,800
BEGINNING CASH	298,743	298,743
TOTAL FROM ALL SOURCES	386,743	381,543
EXPENSES:		
PERSONNEL	90,100	90,100
SUPPLIES	11,000	11,000
OTHER SERVICES	6,000	6,000
CAPITAL OUTLAYS	27,900	9,400
ENDING CASH BALANCE	251,743	265,043
TOTAL EXPENSES & ENDING CASH BALANCE	386,743	381,543

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO ADOPT ORDINANCE PROHIBITING ABANDONMENT OF VEHICLES

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to approve the following ordinance prohibiting abandonment of vehicles:

ORDINANCE NO._____

AN ORDINANCE PROHIBITING ABANDONMENT OF VEHICLES: RESTRICTING THE DISPOSITION OR KEEPING OF WRECKED, NON-OPERATING OR DISCARDED VEHICLES ON PUBLIC OR PRIVATE PROPERTY; PROVIDING FOR IMPOUNDING OF CERTAIN VEHICLES AND IMPOSING PENALTIES.

WHEREAS, in the City of Picayune, vehicles are or may in the future be abandoned in the streets and other places within the city;

WHEREAS, there are or may in the future be dismantled, partially dismantled, wrecked, junked, non-operating or discarded vehicles left about the city other than in junk yards or other appropriate places; and

WHEREAS, such conditions tend to impede traffic in the streets or interfered with the enjoyment of and reduce the value of private property; invite plundering, create fire hazards and hazards to children as well as adults; interfere with the comfort and well being of the public; and create, extend and aggravate urban blight; and

WHEREAS, adequate protection of the public health, safety and welfare requires that such conditions be regulated, abated or prohibited;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Picayune:

SECTION 1. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned property: Vehicles, bicycles and other personal property left unattended on a public street, road highway or other public property for a period of at least five (5) days.

Chief means the chief of the city police department.

City Inspector means the city building inspector.

Derelict property means any item such as wrecked or junked property, which has been left abandoned or unprotected from the elements, including but not limited to, wrecked, or partially dismantled motor vehicles, trailers, boats, machinery, and other articles. Wrecked or partially dismantled motor vehicles include any vehicle, which does not have lawfully affixed thereto both a current license plate and a current motor vehicles safety inspection certificate (sticker) and/or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned or discarded and is not capable of being legally driven upon the public streets of the city, and are stored in an unsheltered condition within the corporate limits of this city.

Health officer means county health officer.

Junk car/vehicle is missing at least two of the following: glass, two wheels or tires, body panels or bumpers, and essential components such as the engine, brakes or front passenger seat. The vehicle has vegetation growing in or around it or if it is kept in such a way as to allow animals, insects, or vermin to occupy it or the area around it.

Private property means any real property within the city which is privately owned and which is not public property as defined in this section.

Public property means any street or highway and shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel, and shall also mean any other publicly owned property or facility.

Vehicle means any device in, upon or by which a person or property is or may be transported upon a highway, road or street, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

SECTION 2. Abandoned property.

(a) Property determined to "abandoned property" as defined above, shall be subject to sale under the provisions of 21-39-21, Mississippi Code of 1972.

(b) The purchasing agent of the city is hereby designated as the person and official to act as the representative of the city and its governing authorities to make sale of personal property under 21-39-21, Mississippi Code of 1972, and he is hereby authorized, empowered and directed to give all notices, to make all determinations, to set the dates for and conduct all sales, to make all reports and to do any and all other things required in the disposition of personal property pursuant to Title 21, chapter 39 section 21, Mississippi Code of 1972.

SECTION 3. Derelict property.

(a) *Prohibition* No person shall suffer, permit, allow or themselves place, abandon, leave, keep or store any derelict property upon private property in the city unless it is stored in an enclosed building. City licensed junk dealers and salvage businesses are excluded from this prohibition.

(c) *Presumption.* If any prohibited item shall remain on private property for thirty (30) days or more, it shall be presumed that its presence there resulted from the act or consent of the landowner and tenant in possession.

SECTION 4. Notice.

1. *Service of notice.* The owner or tenant in possession of private property upon which a violation exists shall remove or abate it within thirty (30) days from service of written notice from the city to do so. Such notice shall be served upon such owner or tenant personally or by leaving it at his dwelling house or usual place of abode with a competent member of his family of the age of sixteen (16) years or over residing therein, or upon a partnership, corporation or association by serving personally a partner, officer, director, trustee, managing, general or registered agent, but if such person does not reside or maintain an office within the city, the notice shall be served by certified mail and also by ordinary mail, postage prepaid, addressed to the known resident, office or principal place of business. If service of written notice is refused, and the certified mail envelope is returned with an endorsement showing refusal, or the return of the person serving such notice states that service has been refused, notice shall be deemed complete when the fact of refusal is entered of record. Failure to claim certified mail is not refusal of service. If address is unknown, then service shall be accomplished by notice published three times in the newspaper in which the legal notices of the city may be published.

2. *Contents of notice.* Such notice shall contain the following information:

a. Nature of complaint and findings;

b. Description and location of the motor vehicle, machinery, or equipment or parts thereof,

c. Statement that the vehicle, machinery or equipment or parts thereof shall be removed from the premises no later than thirty (30) days from date of notification:

d. Statement that removal from the location specified in the notification to another location upon which such storage is not permitted, is prohibited and shall subject the person to additional penalties:

e. Statement that if removal is made within the time limits specified, notification shall be given in writing to the building official; and

f. Statement of the penalties provided for noncompliance with such notice.

SECTION 5. Moving junked or inoperative motor vehicles, etc.

No person, after notification to remove any junked or inoperative motor vehicle, parts thereof, or other machinery or parts thereof from any private property has been given pursuant to this section shall move the same to any other private property upon which such storage is not permitted or onto any public highway, street, avenue, alley or other public property for purposes of storage or abandonment.

SECTION 6. Violations; abatement.

(1) It shall be the duty of the building official to enforce this section. The building official, on routine inspection or upon receipt of a complaint, may investigate the suspected premises to determine whether to issue the notice provided for the above. Thirty (30) days after service of the notice, the building official shall inspect the premises and conditions in the notice and, if conditions persist, he shall cite the owner or tenant for a violation of subsection (a) – (c) above if found within the City of Picayune and shall apply to the municipal court for an order directing the owner or tenant to show cause at a hearing, in the court why the conditions described in the notice and order should not be abated. They shall be served seven (7) days before the hearing. The order shall be served upon a suspected violator, wherever he may reside or be found, in the manner provided by Section 4 part 1 and 1, with diligent attempt first made for personal service by any process server, city officer or other official. This order shall also inform the subject person that the public nuisance, if found by the court to exist, will be abated by city employees and equipment or those of a private contractor and that all cost of the abatement and storage and disposal of any property recovered, including twenty-five (25) percent penalty will be assessed against the owner or tenant and that in the case of the owner, the land described in the notice will be subject to a lien for the cost and penalty and the same, if unpaid, will result in the land being sole for satisfaction of the lien as is done in the cases of delinquent taxes. The notice shall also inform the subject person that he will be subject to a fine and be assessed court costs if the court finds him guilty of violating this section.

(2) Whether or not the person responsible for the offending condition appears, if the municipal court finds that this article has been violated, it shall enter an order of abatement and, if such abatement is not taken by the person or persons cited or notified, city employees or others under contract with the city shall be authorized to abate the offending items' conditions. In the event of removal and disposition by the city, the owner or occupant of the private property where the same is located, shall be liable for the expense incurred.

SECTION 7. Removal of vehicle from property.

If the violation described in the notice has not been remedied within the period of compliance, or in the event that notice requesting a hearing is timely filed, a hearing is had, and the existence of the violation is affirmed by the city inspector, the Chief of Police or his or her designee shall have the right at reasonable times to take possession of the junked motor

vehicle(s) and remove it from the premises, pursuant to a judgement issued by the Municipal Court of the City of Picayune. It shall be unlawful for any person to interfere with, hinder, or refuse to allow such person to enter upon private property for the purpose of removing a vehicle under the provisions of this article.

Within 48 hours of the removal of such vehicle, the Chief of Police shall give notice to the registered owner of the vehicle, if known, and also to the owner or occupant of the private property from which the vehicle was removed, that such vehicle has been impounded and stored for violation of this article. The notice shall give the location of where the vehicle is stored and the costs incurred by the city for removal.

SECTION 8. Disposition of vehicle upon removal.

Upon removing a vehicle under the provisions of Section 7, the City Police Chief shall contact the Purchasing Agent, and after ten days, cause it to be appraised. If the vehicle is appraised at $100.00 or less, the Purchasing Agent shall execute an affidavit so attesting and describing the vehicle, including the license plates, if any, and stating the location and appraised value of the vehicle. After complying with the provisions of this section, the purchasing agent may summarily dispose of the vehicle and execute a certificate of sale. If the vehicles is appraised at over $100.00, the Purchasing Agent shall give notice of public sale not less than ten days before the date of the proposed sale.

SECTION 9. Public Sale – Content of notice.

1. The notice of sale shall state:

   (1) The sale is of abandoned property in the possession of the city.
   (2) A description of the vehicle, including make, model, license number and any other information which will accurately identify the vehicle.
   (3) The terms of sale.
   (4) The date, time and place of the sale.

2. Execution of sales certificate, liability of city.

   The vehicle shall be sold to the highest and best bidder. At the time of payment of the purchase price, the purchasing agent shall execute a certificate of sale in duplicate, the original of which to be given to the purchaser, and the copy thereof to be filed with the city clerk. Should the sale for any reason be invalid, the city's liability shall be limited to the return of the purchase price.

SECTION 10. Redemption of impounded vehicles.

1. The owner of any vehicle seized under the provisions of this article may redeem such vehicle at any time after its removal but prior to the sale or destruction thereof, upon proof of ownership and payment to the city clerk of such sum as he or she may determine and fix for the actual and reasonable expense of removal, and any preliminary sale advertising expenses, plus $15.00 per day for storage for each vehicle redeemed.

2. Upon the failure of the owner or occupant of property on which abandoned vehicles have been removed by the city to pay the unrecovered expenses incurred by the city in such removal, a lien shall be placed upon the property of the amount of such expenses.

SECTION 11. Penalties.

In addition to the enforcement procedures set out in this ordinance, any person found guilty of a violation of any section of this ordinance shall be subject to the following penalties:

(1) Upon conviction of any person for the first offense of violating any provision of this article, such person shall be issued a written warning by the city inspector with a permanent record thereof being retained at the Police Department, shall pay all costs of court and may be fined fifty dollars ($50.00).

(2) Upon any second conviction of any person of violating provisions of this article, such person shall be required to perform such community service work as the municipal judge may prescribe and shall be fined one hundred dollars ($100.00) and all costs of court.

(3) Upon any third and subsequent conviction of any person of violating any provision of this article, such person shall be sentenced to serve not more than thirty (30) days in the municipal jail, or sentenced to community service work for not less than thirty (30) days nor more than six (6) months, and shall be fined not less than five hundred dollars ($500.00) and all costs of court.

SECTION 12. Severability, Conflict and Effective Date

Should any section, clause, paragraph, provision or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PLANNING COMMISSION MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to acknowledge receipt of the Planning Commission minutes dated September 10, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST FOR ANNEXATION

Motion was made by Councilmember Roberson, seconded by Councilmember Guy, to accept the request for annexation submitted by A.P. Guizerix, Jr. for property located at Highway 43 South and Frontage Road, containing 9.75 acres. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST FOR PLAT APPROVAL

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the plat subdividing one parcel into two conforming parcels, located between 1200 Highway 11 South and 1404 Meadowgreen Boulevard at the corner of South Haugh Avenue, owned by Huey Stockstill and Jimmy Stockstill. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST FOR PLAT APPROVAL

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve the plat subdividing one parcel into two conforming parcels, located at 714 West Canal Street, owned by Kristen Hartford and Thomas Williams. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO APPOINT MEMBERS TO PLANNING COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to table action on appointments to Planning Commission until the October 1, 2002 meeting. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN MEMORANDUM OF UNDERSTANDING

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to authorize the Mayor to sign the following Memorandum of Understanding between the City of Picayune and Pearl River Valley Opportunity:

MEMORANDUM OF UNDERSTANDING
CSBG/LIHEAP FY 2003/2004

This agreement is made and entered on _____between Pearl River Valley Opportunity, Inc. and the City of Picayune. As part of this agreement, Pearl River Valley Opportunity, Inc. (PRVO) will provide the City of Picayune and/or its eligible clients or constituents with assistance through the Community Services Block Grant (CSBG) and Low Income Home Energy Program (LIHEAP) if funds are available. Through CSBG, PRCVO will provide case management and financial assistance in areas such as employment, education, housing, health, nutrition, emergency assistance, income management, and transportation. PRVO's primary goal with CSBG is to move individuals from dependency to self-sufficiency. Through LIHEAP, PRVO will provide direct cash assistance, counseling, etc. to low-income households to offset the high cost of energy.

As part of this agreement, the City of Picayune agrees to provide PRVO and/or its eligible clients with the following if funds and/or services are available:

1. Provide support to PRVO's programs and activities
2. Refer individuals to PRVO for assistance

Both Parties also agree to the following guidelines:

Each party is responsible for its own documentation to be made on the services provided.
It is agreed by both parties that the content of the Memorandum of Understanding will be renewed, evaluated and updated if deemed necessary. Both parties agree that no element of this agreement will be constructed to imply any form of financial obligation or liability, nor confer on one party the capacity to represent or act as an agent of the other.

Signed and Dated:

Printed Name and Title of PRVO Authorized Official

_____

Name Title

_____

Signature Date

Printed Name and Title of Agency Authorized Official

_____

Name Title

_____

Signature Date

_____

Address City and State

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE THE SALE OF LOT 102 ROSA STREET REDEVELOPMENT AREA

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to authorize the advertising of the sale of lot 102 Rosa Street Redevelopment Area. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN CONTRACT WITH THE HOUSING AUTHORITY FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

Motion was made by Councilmember Parker, seconded by Councilmember Guy, to authorize the Mayor to sign the following contract with the Picayune Housing Authority for the provision of supplemental police services:

HOUSING AUTHORITY OF THE CITY OF PICAYUNE, MISSISSIPPI CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this ___day of September, 2002 by and between the Housing Authority of the City of Picayune, Mississippi (hereinafter called the "Authority") and the City of Picayune, Mississippi (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I
Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

A. The City, by and through its police department, will provide a minimum of four (4) police officers to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.

B. The City agrees to assign police officers to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods (directed patrol), such as 6:00 p.m. to 2:00 a.m. in certain areas, to maintain a police patrol presence.

C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.

D. The City agrees to collect and provide workload data in public housing developments.

E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.

F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Patrol commander or Supervisor will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly.

G. The City agrees that a policy manual exists to regulate police officer's conduct and activities; all police officers have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.

I. The police department will provide at a minimum sixteen (16) hours of training on community relations and interpersonal communications skills.

J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center of State laws and regulations.

K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will perform the following duties:

1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare quarterly progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effective employ the community policing concept and to address in a timely manner concerns raised by community leaders;

5. Coordinate security workshops and training seminars for identified residents;
6. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
7. Establish a clearly defined process for reporting non-emergency criminal activities.

The prorated costs for these services shall be borne by the Authority.

L. The city will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Housing Authority shall be responsible for the compensation of the officers and all employee benefits except Workman's Compensation and Retirement. The City shall be responsible for any injury to officers, their property, or the City's property while on the Authority's property.

M. The Assigned Personnel shall possess and maintain POST Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not be limited to, training in the following:

1. Crime prevention and security responsibilities;
2. Community organization/mobilization against the cause of precursors to crime;
3. Drug awareness and control;
4. Orientation and familiarization with the public housing communities for the assigned officers; and
5. Orientation to the lease contract, and lease compliance enforcement procedure and policies.

B. The Authority will provide the following in-kind accommodations, services and equipment;

1. Accommodations – The Authority will provide suitable space to be used as satellite office at each site targeted for additional police services.
2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

C. The Authority shall provide a quarterly assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.

D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:

1. Neglect or non-performance of duties
2. Disorderly conduct, use of abusive of offensive language, or fighting;
3. Criminal action;
4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
5. Inadequate punctuality or attendance; or
6. Substantiated complaints from public housing resident or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.

E. The Authority will provide the City with a Public Housing Police Activity Form(s) for assigned officers to complete. These forms are not to replace police reports utilized by the City.

F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.

G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officers to reside in a public housing development selected by the Authority.

ARTILE II
Enforcement of Rules and Regulations

A. The City, through its police officers, is hereby empowered to enforce the following Authority rules and regulations:

1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

B. The City, through its police officers, is hereby empowered to enforce the following Authority rules or regulations:

The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from parking vehicles in any area other than parking areas designated by Authority management.

With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

C. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.

D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III
Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information, which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide to the Authority copies of such incident reports, arrest report or other public documents, which document or substantiate actual or potential criminal activity in or connected, with the public housing development. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms:

The police department will required all Assigned Personnel (police officers) to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority" designee. This report will include, but not be limited to, data as follows:

a. Hours worked: foot, bicycle, motorized, other
b. Calls/requests for service
c. Referrals to City/PHA agencies
d. Suspicious persons – name and description
e. Vehicles abandoned/towed/stolen
f. Drug paraphernalia confiscated/found
g. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
h. Property recovered/stolen
i. Counseling of residents and visitors
j. Broken lights/sidewalks
k. Graffiti
l. Conflict resolution; e.g. resolved apparent or actual conflict between two or more people
m. Vehicle license number of suspicious persons
n. Weapons violations/seized

2. Media Coordination

The police department will relay to the Executive Director of his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:
   a. Foot patrol
   b. Bicycle patrol
   c. Motorized patrol
   d. Other (tactical)

2. Response times to targeted communities by City-paid officers and Authority paid officers by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
3. Comparison of crime and workload in the targeted communities for 1990, 1991, 1992 and period of Grant
4. Arrests (to include drug violations)
5. Vehicles towed
6. Positive contacts
7. Referrals
8. Trespassers removed
9. All UCR or NIBRS Reports
10. Calls for service
11. Weapons seized
12. Property stolen/recovered
13. Community feedback

It is further agreed that the City will provide comparable information for the City as a whole to facilitate the evaluation to include what proportion of activities City wide occur on Authority property.

ARTICLE IV
Plan of Operations

A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating drug-related crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (i.e., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
2. Staffing levels;
3. Responsibilities of key personnel;
4. Organization and resources, to include personnel, equipment, in-kind support;
5. Hours of operation, to encompass schedules of major tasks and activities; and
6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of the Contract.

B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations, as it deems appropriate. The Authority must approve the plan in order for payment to begin.

C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determination regarding the establishment of an amendment to the plan of operations.

ARTICLE V
Term of Contract

The term of this Contract shall be for one (1) year beginning on the date approved by both parties.

ARTICLE VI
Compensation to the City

A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Twenty eight thousand, five hundred twenty-six ($28,526), in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries and Fringe Benefits	$ 28,526*
Administrative Liaison Officer Prorated Salary and Benefits	-0-
Communications/Other Miscellaneous Expenses/Equipment	-0-

B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.

C. The percent of overtime authorized under this Contract for court appearances or other hearings is_____.

D. The City shall provide the following documentation in requesting reimbursement:

1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory

approval of the report, and supervisory verification of the necessity for any overtime worked.

2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation the of the expense incurred.

E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII
Termination

A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII

ARTICLE VIII
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Picayune Housing Authority
P.O. Drawer 40
Picayune, MS 39466

City: City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
Att: City Manager

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City. Any an all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

(a) This Contract;

(b) Any subsequent addenda agreed to by both parties>
The City, by and through its police department will provide a minimum of four (4) police officers to perform specialized patrol to enforce all state and local laws and the Housing Authority Rules specified in this Contract, through working for and compensated by the Picayune Housing Authority. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police rules, regulations and standard operating procedures.

Executive Director
The Housing Authority of the City of
Picayune, Mississippi

_____
Mayor, City of Picayune

_____
City Attorney

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #4 FOR SITEWORK IMPROVEMENTS CONTRACT 2 WITH TALLEY CONSTRACTING

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to approve Change Order #4 for Sitework Improvements Contract 2 with Talley Contracting for the Picayune Municipal Airport for the final quantity adjustments. Total contract price adjusted by previous change orders is $953,549.56. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #2 FOR NON-DIRECTIONAL BEACON CONTRACT WITH KEYES ELECTRIC

Motion was made by Councilmember Guy, seconded by Councilmember Watts, to approve Change Order #2 for the Non-Directional Beacon contract with Keyes Electric in the amount of $4,970 changing contract price to $88,960.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO ADJOURN

Motion was made by Councilmember Guy, seconded by Councilmember Parker to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

REGULAR MEETING DATED SEPTEMBER 17, 2002

ABSENT AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

October 1, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, October 1, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Councilmembers Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J. P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer, and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. James Reeves, Westlawn Baptist Church, followed by the Pledge of Allegiance led by Councilmember Watts.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to approve the minutes of the Mayor and Council dated September 3, 2002 and September 12, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY OF PICAYUNE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to advertise the resources of the City by purchasing a sign in the amount of $300 for the Lady Tide Softball Field and $200 renewal fee for each season to follow and to issue manual check for same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE RESOURCES OF THE CITY OF PICAYUNE

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to advertise the resources of the City by purchasing a ½ page ad in the amount of $135 in the Picayune Maroon Tide Yearbook and to issue manual check for same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT LOW BID ON SEMI-ANNUAL BIDS

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to accept the following semi-annual bids for the period of October 1, 2002 to March 31, 2003:

Diesel Oil #2 Series, 30W 12 qts/case	11.19	APG
Diesel Oil #2 Series, 30W 55 gallon	223.85	APG
Diesel Oil 15W-40, 55 gallon	223.85	APG
Transmission Fluid Dextron II 12 qts/cs	12.09	APG
Transmission Fluid Type F 12 12 qts/ cs	12.09	APG
Motor Oil 10W-30 HD 12 qts/cs	12.33	APG
Motor Oil 10W-30 HD 55 gallon	223.85	APG
Motor Oil 10W-40 HD 12 qts/cs	12.33	APG
Motor Oil 10W-40 HD 55 gallon	233.85	APG
Motor Oil 30W-ND 12 qts/cs	8.58	APG
Motor Oil 30W-ND 55 gallon	147.95	APG
Gear Oil, 90 wt. 55 gallon	169.40	APG
Chassis Grease tube 10/ctn	7.65	APG
Chassis Grease bulk 5 gallon	26.60	APG
Hydraulic Fluid TDH 5 gallon	12.65	APG
Hydraulic Fluid TDH 55 gallon	175.45	APG
Hydraulic Oil 68 55 gallon	151.25	APG
Chlorine in 150 lb. cylinder, including delivery to sewerage treatment plant	52.50	DPC Enterprises
Oxygen – Welding 244 c. ft. per cylinder	6.50	Nordan Smith
Acetylene – 100 cu. ft.	13.20	Nordan Smith
Hot Bituminous Surface Plantmix Asphalt SC-1	32.50	Huey Stockstill, Inc.
Hot Bituminous Surface Plantmix Asphalt SC-2	32.50	Huey Stockstill, Inc.
Hot Mix Asphalt (lay and haul)	50.00	HueyStockstill, Inc.
Hot Mix Sand Asphalt	50.00	HueyStockstill, Inc.
EA-4 for tack	1.00	Huey Stockstill, Inc.
30 X 36 trash bags, 1.5 mill, black or brown, 52 per box or roll	3.09	McNelly Plastic
Concrete Pipe		
12" reinforced	11.18	Hanson Pipe & Products
15" reinforced	11.88	Hanson Pipe & Products
18" reinforced	13.13	Hanson Pipe & Products
21" reinforced	17.80	Hanson Pipe & Products
24" reinforced	21.60	Hanson Pipe & Products
27" reinforced	26.70	Hanson Pipe & Products
30" reinforced	30.00	Hanson Pipe & Products
36" reinforced	42.50	Hanson Pipe & Products
42" reinforced	53.00	Hanson Pipe & Products
48" reinforced	69.00	Hanson Pipe & Products
54" reinforced	84.80	Hanson Pipe & Products
60" reinforced	102.80	Hanson Pipe & Products
18" X 11" reinforced arch pipe	21.75	Hanson Pipe & Products
22" X 13" reinforced arch pipe	23.00	Hanson Pipe & Products
29" X 18" reinforced arch pipe	29.60	Hanson Pipe & Products
36" X 23" reinforced arch pipe	35.50	Hanson Pipe & Products
44" X 27" reinforced arch pipe	49.00	Hanson Pipe & Products
58" X 36" reinforced arch pipe	80.70	Hanson Pipe & Products
65" X 40" reinforced arch pipe	98.40	Hanson Pipe & Products
73" X 45" reinforced arch pipe	122.00	Hanson Pipe & Products
88" X 54" reinforced arch pipe	169.00	Hanson Pipe & Products

51" X 31" reinforced arch pipe	63.75	Hanson Pipe & Products
Concrete per yard 2,500 lb. mix	55.95	Huey Stockstill, Inc.
Concrete per yard 3,000 lb. mix	57.95	Huey Stockstill, Inc.
Concrete Manholes		
60" bottom, 6 in. overhang, 8 in. thick	298.00	Hanson Pipe & Products
60" flat slab top	262.00	Hanson Pipe & Products
60" precast concrete wet well	115.00	Hanson Pipe & Products
72" bottom, 6 in. overhang, 8 in. thick	407.00	Hanson Pipe & Products
72" flat slab top	372.00	Hanson Pipe & Products
72" precast concrete wet well	185.00	Hanson Pipe & Products
48" X 36' precast cone section	62.00	Hanson Pipe & Products
48" precast riser section	62.00	Hanson Pipe & Products
70" diam x 6" thick precast bottom	120.00	Hanson Pipe & Products
48" precast flat slab top	95.00	Hanson Pipe & Products
4" concrete adjusting ring	16.50	Hanson Pipe & Products
6" concrete adjusting ring	25.00	Hanson Pipe & Products
4" flexible coupling	32.00	Hanson Pipe & Products
6" flexible coupling	34.00	Hanson Pipe & Products
8" flexible coupling	38.00	Hanson Pipe & Products
10" flexible coupling	44.00	Hanson Pipe & Products
12" flexible coupling	46.00	Hanson Pipe & Products
Cast iron manhole ring and cover	186.00	Hanson Pipe & Products
Polyethylene Culvert Pipe (per foot)		
8" diameter smooth interior pipe	1.60	ADS
10" diameter smooth interior pipe	1.90	ADS
12" diameter smooth interior pipe	2.50	ADS
15" diameter smooth interior pipe	3.50	ADS
18" diameter smooth interior pipe	5.15	ADS
24" diameter smooth interior pipe	8.50	ADS
30" diameter smooth interior pipe	14.25	ADS
36" diameter smooth interior pipe	17.50	ADS
42" diameter smooth interior pipe	25.90	ADS
48" diameter smooth interior pipe	29.90	ADS

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT LOW BID ON POLICE UNIFORMS

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to accept the low bid from Mid-South Uniform & Supply, Inc. as follows for police uniforms:

I.	Trousers, men # 1 – M(P)	Horace Small # 909	$ 33.31
II.	Trousers, women#1 – M(P)	Horace Small # 1009	$ 33.31
III.	Short Sleeve Shirts, men #1 M(S/S)	Horace Small #Z960NP	$ 31.58
IV.	Short Sleeve Shirts, women #1 L(S/S)	Horace Small #Z975NP	$ 31.58
V.	Long Sleeve Shirts, men #1 – M(L/S)	Horace Small #Z920NP	$ 34.74
VI.	Long Sleeve Shirts, women #1 L(L/S)	Horace Small Z905NP	$ 34.74
VII.	Light Jacket s/liner #1 –LWJ	Horace Small #1649M	$ 65.72
VIII.	Ultra Jacket #1 – UJ	Fechheimer #58130	$ 153.92

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ISSUE MANUAL CHECKS

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to issue the following manual checks:

City of Picayune, General Fund	Utility	NTE $	6,000.00
Ms. State Tax Commission	Utility	NTE $	52,000.00
City of Picayune, General Fund	Airport		$1,520,000.00
Neel-Schaffer, Inc.	General	$	13,577.00
Twin L Construction, Inc.	General	$	85,573.00
15th Circuit Court D.A.'s office	Special Police Drug	$	207.00
Talley Contracting, Inc.	Airport	$	53,224.27
Ms. Municipal Service Co.	General Utility Airport Cemetery	$	41,902.50
Lt. Ricky Frierson	General	$	168.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE DOCKET

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to approve the docket for the month of September 2002 in the amount of $ 429,827.82. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADOPT PROCLAMATION

Motion was made by Councilmember Parker, seconded by Councilmember Roberson, to adopt the following proclamation:

PROCLAMATION
DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, communities throughout our country cannot afford to ignore the tragedies of **Domestic Violence**; and

WHEREAS, Domestic Violence is more than just an occasional family dispute, and

WHEREAS, the Department of Health and Human Services has stated that **Domestic Violence** is the single largest cause of injury to American women of all cultural, racial and economic backgrounds; and

WHEREAS, Domestic Violence is not just a family matter. If affects each and everyone of us throughout the county; and

WHEREAS, the State of Mississippi, Pearl River County and the City of Picayune are working collectively to create a safe environment for women; and

WHEREAS, Domestic Violence is a serious violation of the law and critical social problem;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of the City of Picayune, Mississippi do hereby proclaim the month of October 2002 as

DOMESTIC VIOLENCE AWARENESS MONTH

And encourage the citizens of our area to observe this month by joining friends, fellow employees, school, religious and civic groups in projects that will benefit our community in the fight to stop **Domestic Violence**.

IN WITNESS WHEREOF, I have hereunto affixed the seal of the City of Picayune on this the 1st day of October 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADOPT RESOLUTION

Motion was made by Councilmember Parker, seconded by Councilmember Roberson, to adopt the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE

WHEREAS, on September 25 and 26, 2002, a tropical storm swept through the Louisiana and Mississippi Gulf Coast, damaging homes and businesses; and

WHEREAS, many citizens of the City of Picayune were affected by the storm by damage of their homes and businesses; and

WHEREAS, during the storm, the employees of the City of Picayune left their families and risked their lives to perform the duties of their jobs to maintain order and safety of the City; and

WHEREAS, after the storm, the employees of the City of Picayune immediately came to work to begin the cleanup efforts;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE, MISSSISSIPPI, that we want to recognize and offer our thanks and appreciation to all of the employees of the City of Picayune for their special efforts and extra hard work during the storm and in the days immediately following the storm.

BE IT FURTHER RESOLVED, that copies of this resolution be furnished to all employees of the City of Picayune and to members of the press.

ADOPTED BY THE MAYOR AND COUNCIL OCTOBER 1, 2002.

Greg Mitchell, Mayor

ATTEST:

Nicole Dagnall, City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPOINT MEMBERS TO THE PLANNING COMMISSION

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to appoint Lud Pierce to the Planning Commission for a three-year term to expire in September 2005. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Watts, seconded by Councilmember Roberson, to appoint Steve Gordon to the Planning Commission for a three-year term to expire in September 2005. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson to appoint Paul Reese to the Planning Commission for a three-year term to expire in September 2005. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADOPT COURT ASSESSMENTS AND COURT COSTS

Motion was made by Councilmember Guy, seconded by Councilmember Parker, table until the October 15, 2002 meeting to adopt the court assessments and court costs as requested. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers, Parker, Guy and Bounds

VOTING NAY: Councilmembers Roberson and Watts

The motion was declared carried.

CONSIDER REQUEST TO ADOPT RESOLUTION ADOPTING THE PEARL RIVER COUNTY HAZARD MITIGATION AND FLOOD PROTECTION PLAN

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to adopt the following resolution:

RESOLUTION

WHEREAS, Pearl River County has been designated for Federal Disaster Assistance by the President three times in the last four years because of natural disasters resulting in public and private property loss and hazards to public health and safety, and;

WHEREAS, the City of Picayune will still face many types of hazards in the future including hurricanes, flooding and tornadoes, and;

WHEREAS, a "Hazard Mitigation and Flood Protection Plan" has been developed after more than a year of research and work by the Pearl River County Hazard Mitigation Council, in which the City of Picayune has participated, and;

WHEREAS, the "Hazard Mitigation and Flood Protection Plan" recommends many goals that will protect the people and property affected by mitigating natural hazards through their implementation building a safer and more sustainable City and Council, and;

WHEREAS the "Hazard Mitigation and Flood Protection Plan" will assist both the City and County in accessing State and Federal funding, to mitigate the public and private property losses, and;

WHEREAS, a public hearing was held by the Pearl River County Board of Supervisors for all County residents to review the plan as required by law;

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council Members of the City of Picayune that:

1. The "Pearl River County Hazard Mitigation and Flood Protection Plan" is hereby adopted as the official Hazard Mitigation and Flood Protection Plan of the City of Picayune.
2. The City of Picayune will continue to participate on the Hazard Mitigation Council and work with the Board of Supervisors to implement the goals of the plan.
3. The Hazard Mitigation Council along with respective City appointed officials will provide annual progress reports on the status of implementation of the "Plan" to

the Picayune City Council, Board of Supervisors and the Mississippi Emergency Management Agency (MEMA). This report shall be submitted to the elected bodies and MEMA by March 1st each year.

ADOPTED by the City of Picayune, this the 1st day of October 2002.

Greg Mitchell, Mayor

ATTEST:

Nicole Dagnall, City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPOINTMENTS TO PEARL RIVER COUNTY HAZARD MITIGATION COUNCIL

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to appoint Reginald Oliver and David Hattaway to the Pearl River County Hazard Mitigation Council. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPOINTMENT TO PEARL RIVER COUNTY LIBRARY SYSTEM BOARD

Motion was made by Councilmember Roberson, seconded by Councilmember Watts to reappoint Shirley Stough to the Pearl River County Library System board for a five-year term to expire in 2007. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER ROUEST TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Councilmember Bounds, seconded by Councilmember Guy to advertise the resources of the city by purchasing a $100 advertisement for Hospice Foundation of the South's Fall Golf Tournament and issue a manual check for same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO CERTIFY THE RESPONSES TO THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE YEAR ENDED SEPTEMBER 30, 2002

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to certify the following responses to the Municipal Compliance Questionnaire for the year ended September 30, 2002 and authorize the Mayor to sign:

City of Picayune
Certification to Municipal Compliance Questionnaire
Year Ended September r30, 2002

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Picayune, Mississippi, and, to the best of our knowledge and belief, all responses are accurate.

_____	_____
(City Clerk's Signature)	(Mayor's Signature)
_____	_____
(Date)	(Date)

Minute Book References:

Book Number_____
Page _____

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y – YES, N – NO, N/A – NOT APPLICABLE

PART I – GENERAL

1.	Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)	Y
2.	Do all municipal vehicles have public license plates and proper markings (Sections 25-1-87 and 27-19-27)	Y
3.	Are municipal records open to the public? (Section 25-61-5)	Y
4.	Are meetings of the board open to the public? (Section 25-41-5)	Y
5.	Are notices of special or recess meetings posted? (Section 25-41-13)	Y
6.	Are all required personnel covered by appropriate surety bonds?	
	- Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5- for Code Charter)	Y
	- Municipal Clerk (Section 21-15-38)	Y
	- Deputy Clerk (Section 21-15-23)	Y
	- Chief of Police (Section 21-21-1)	Y
	- Deputy police (Section 45-5-9) (if hired under this law)	N/A
7.	Are minutes of board meetings prepared to properly reflect	

	the actions of the board? (Sections 21-15-17 and 21-15-19)	Y
8.	Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33)	Y
9.	Has the municipal complied with the nepotism law in its employment practices? (Section 25-1-53)	Y
10.	Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their tem or within one year after their terms of office of employment? (Section 25-4-105)	Y
11.	Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)	Y
12.	Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)	Y

PART II – CASH AND RELATED RECORDS

1.	Where required, is a claims docket maintained? (Section 21-39-7)	Y
2.	Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)	Y
3.	Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)	Y
4.	Are all warrants approved by the board, signed by the mayor or a majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)	Y
5.	Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)	Y
6.	Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)	Y
7.	Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)	Y
8.	Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5)	Y
9.	Has the municipality complied with legal publication required when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)	Y
10.	If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)	N/A
11.	Have financial records been maintained in accordance with the charge of accounts prescribed by the State Auditor? (Section 21-35-11)	Y
12.	Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)	Y
13.	Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)	Y
14.	Has the municipality commissioned municipal depositories? (Sections 27-105-3553 and 27-105-363)	Y
15.	Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)	Y

16. Are donations restricted to those specifically authorized by law? (Sections 21-17-5 (Section 66, Miss. Constitution) Sections 21-19-45 through 21-19-59, etc.) ___Y___
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 – Municipal Audit and Accounting Guide) ___N___
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? ___Y___
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) ___Y___

PART III – PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising0? (Section 31-7-13(b) and (c)) ___Y___
2. Are all lowest and best bid decisions property documented? (Section 31-7-23(d)) ___Y___
3. Are all one-source item and emergency purchases documented on the board's minutes? (Section 31-7-13(m) and (k)) ___Y___
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) ___Y___

PART IV – BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) ___Y___
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) ___N/A___
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) ___N/A___
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) ___N/A___
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) ___Y___

PART V – TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) ___Y___
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) ___Y___
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) ___Y___
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) ___Y___
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-31) ___N/A___
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) ___Y___
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) ___Y___
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) ___Y___
9. Has the municipality levied or appropriated not less than ¼

	mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)	Y
10.	Are state-imposed court assessments collected and settled monthly? (Section 99-19-73)	Y
11.	Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)	Y
12.	Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)	Y

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

AT THIS TIME COUNCILMEMBER BOUNDS EXCUSED HIMSELF FROM MEETING

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to accept the minutes of the Planning Commission dated August 15, 2002 and September 10, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

EXCUSED AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF MINUTES OF THE PLANNING COMMISSION

Motion was made by Councilmember Guy, seconded by Councilmember Roberson, to acknowledge receipt of minutes of the Planning Commission dated September 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

EXCUSED AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

CONSIDER REQUEST TO GRANT HOME OCCUPATION LICENSE

Motion was made by Councilmember Roberson, seconded by Councilmember Watts, to follow the recommendation of the Planning Commission by approving a home occupation license to Jerry Bounds to operate a janitorial service company from his home located at 1515 5th Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Guy

VOTING NAY: None

EXCUSED AND NOT VOTING: Councilmember Bounds

The motion was declared carried.

AT THIS TIME COUNCILMEMBER BOUNDS RETURNED TO MEETING

CONSIDER REQUEST TO GRANT HOME OCCUPATION LICENSE

Motion was made by Councilmember Watts, seconded by Councilmember Bounds, to follow the recommendation of the Planning Commission by approving a home occupation license to Daniel and Maureen Lorett to operate a lawn service from their home located at 1008 Shirley Drive. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE THE DEVELOPMENT PLAN FOR THE WOODS IV-A SUBDIVISION

After some discussion and no objections, motion was made by Councilmember Guy, seconded by Councilmember Bounds, to follow the recommendation of the Planning Commission by approving the Development Plan for the Woods IV-A Subdivision. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER STATEMENT OF QUALIFICATIONS RECEIVED FOR PROFESSIONAL SERVICES FOR THE CITY'S COMPREHENSIVE PLAN AN ZONING ORDINANCE

Motion was made by Councilmember Parker, seconded by Councilmember Bounds, to follow the recommendation of the committee and select Allen & Hoshall to provide Professional Services for the City's Comprehensive Plan and Zoning Ordinance. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED OCTOBER 1, 2002

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN THE CONTRACT AND BID PACKAGE ON THE WATER WELL REHABILITATION

Motion was made by Councilmember Guy, seconded by Councilmember Bounds, to authorize the Mayor to sign the following contract between the city and Professional Construction Services, Inc. on the Water Well Rehabilitation Project:

AGREEMENT

THIS AGREEMENT, made this 9th day of September 2002, by and between the City of Picayune, hereinafter called "OWNER" and Professional Construction Services, Inc. doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the City of Picayune Water Well Rehabilitation
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 150 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $204,683.00, or as shown in the BID schedule.
5. The term 'CONTRACT DOCUMENTS" means and includes the following:
   (A) ADVERTISEMENT FOR BIDS
   (B) INSTRUCTIONS FOR BIDDERS
   (C) BID
   (D) BID BOND
   (E) AGREEMENT
   (F) PAYMENT BOND
   (G) PERFORMANCE BOND
   (H) NOTICE OF AWARD
   (I) NOTICE TO PROCEED
   (J) CHANGE ORDER
   (K) GENERAL CONDITIONS
   (L) SUPPLEMENTAL GENERAL CONDITIONS
   (M) TECHNICAL SPECIFICATIONS
   (N) DRAWINGS
   (O) ADDENDA:
   No. 1, dated August 2, 2002
   No. Clarification #1 dated July 24, 2002
   No. Clarification #2 dated August 14, 2002
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNER:_____

BY_____

ATTEST:

_____

REGULAR MEETING DATED OCTOBER 1, 2002

Name_____
(Please type)

Title_____

Name_____
(Please type)

Title_____

CONTRACTOR: Professional Construction Services, Inc.

By_____

Name Yvette A. Hebert
Executive Vice President

Address: 8001 Downman Road
New Orleans, La 70186

ATTEST:

_____
Assistant Secretary

Name Laurie F. Abate
(Please type)

PAYMENT BOND

KNOW ALL MEN BY THSE PRESENTS: that

Professional Construction Services, Inc.

8001 Downman Road, New Orleans, La 70186

a Corporation, hereinafter call Principal, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

3910 Keswick Road, Baltimore, MD 21211

hereinafter called Surety, are held and firmly bound unto

City of Picayune

203 Goodyear Boulevard, Picayune, MS 39466

hereinafter called OWNER, in the penal sum of Two Hundred Four Thousand Six Hundred Eighty Three Dollars ($204,683.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 9th day of September 2002, a copy of which is hereto attached and made a part hereof for the construction of:

Picayune Water Well Rehabilitation

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUESTS FOR PERMISSION TO SUB-CONTRACT ON MEMORIAL BOULEVARD

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to approve the (5) requests from Twin L Construction, Inc., for permission to sub-contract on Memorial Boulevard Project to the following:

B & B Utility Contractors, Inc.
Huey Stockstill, Inc.
J.L. McCool Contractors
RJM McQueen Contractors, Inc.
Newman Construction

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN THE STATEWIDE MUTAL AID COMPACT

Motion was made by Councilmember Parker, seconded by Councilmember Guy, to authorize the Mayor to sign the following Statewide Mutual Aid Compact:

The State of Mississippi

STATEWIDE MUTUAL AID COMPACT
(SMAC)

Revised June 2000

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF MISSISIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, AND BY AND AMONG EACH COUNTY AND MUNICIPALITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED ON THE FOLLOWING ACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the Act authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, the Act requires that each municipality must coordinate requests for state or federal emergency response assistance with its county; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government, intends to foster communications between the personnel of the other Participating Governments by visits, compilation of asset inventories (shown as Exhibit B), exchange of information and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

A. **"AGREEMENT"** means the Statewide Mutual Aid Agreement/Compact. Political subdivision of the State of Mississippi may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Jackson, Mississippi.

B. **"REQUESTING PARTY"** means the participating government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.

C. **"ASSISTING PARTY"** means the participating government entity furnishing equipment, services and/or manpower to the requesting Party.

D. **"AUTHORIZED REPRESENTATIVE"** means an employee of a participating government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Exhibit A, and shall be updated as needed by each participating government.

E. **"AGENCY"** means The Mississippi Emergency Management Agency.

F. **"EMERGENCY"** means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

G. **"DISASTER"** means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a Local emergency by a city/county, declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. **"MAJOR DISASTER"** means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

I. **"PARTICIPATING GOVERNMENT"** the State of Mississippi and any political subdivision of the State of Mississippi which executes this mutual aid agreement and supplies a completed executed copy to the Agency.

J. **"PERIOD OF ASSISTANCE"** the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. **"WORK OR WORK-RELATED PERIOD"** any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered 'on the job' for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency related mutual aid assistance either by: (I) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part I Identification of Need (form REQ-A, Appendix A) to the Assisting Party, or to the Agency, or (ii) by orally communicating a request for mutual aid assistance to Assisting Party or to the Agency, followed as soon as practicable by **written confirmation** of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that participating government. Municipalities shall coordinate requests for state or federal assistance with their county Emergency Management Agencies. All requests for mutual aid shall be transmitted by the **Authorized Representative** or the **Director of the Local Emergency Management Agency.** Request for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a participating Government may request assistance pursuant to the provisions of this agreement.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

B. **REQUESTS ROUTED THROUGH, OR ORGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provisions of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance, unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual

aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. **REQUIRED INFORMATION.** Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services, and
6. an estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting party.

This information may be provided on the form shown in Appendix A as the form REQ-A, or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all participating governments.

D. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**: When contacted by a Requesting Party or the Agency, the authorized representatives of any participating government agree to assess their government's situation to determine available personnel, equipment and other resources. All participating governments shall render assistance to the extent personnel, equipment and resources are available. Each participating government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the requesting Party or the Agency, whichever communicated the request, and provide the information on Part II of the REQ-A form. The Agency shall, upon response from sufficient participating parties to meet the needs of the requesting Party, notify the authorized representative of the requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve this written acknowledgment is shown in Appendix A as Form REQ-A.

E. **WRITTEN ACKNOWLEDGEMENT** The Requesting Party/Agency shall respond to the written acknowledgement by executing Part 3 of the REQ-A form shown in Appendix A, and returning a copy to the Assisting Party by the quickest practical means, maintaining a copy for its file records.

F. **SUPERVISIOIN AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party.

G. **FOOD; HOUSING; SELF-SUFFICIENCY** – Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their work arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. **RIGHTS AND PRIVILEGES** – Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment as authorized in 33-15-15(b)(2).

I. **COMMUNICATIONS** – Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2.D and E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation tot he Requesting Party on the forms shown in Appendix B.

A. **PERSONNEL** – During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Adopted Accounting Principals (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. **EQUIPMENT** – The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting party.

C. **MATERIALS AND SUPPLIES** – The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace,

with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

D. **RECORD KEEPING** - The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency using format used or required by FEMA publications, including 44 CFR part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. **PAYMENT** – Unless otherwise mutually agreed in the written acknowledgement executed in accordance with paragraph 2.I. or a subsequent written addendum tot he acknowledgement, the reimbursable expenses with an itemized notice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. **PAYMENT BY OR THROUGH THE AGENCY** – The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available, and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten (10) days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the requesting party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an assisting party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may service as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 106.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency, and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such Local emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in seven (7) day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the participating government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, Mississippi Emergency Management Agency, Jackson, Mississippi, which shall provide copies

to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until sixty (60) days after the notice thereof has been set by the Director, Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a participating government, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA, upon a Presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating Governments with their Authorized Representative and contact information, and to provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 9. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other potion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements, pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
CLERK OF THE BOARD

By:_____

Date:_____

BOARD OF SUPERVISORS

OF PEARL RIVER COUNTY, MISSISSIPPI

By_____
President

APPROVED AS TO FORM:
County Attorney

By_____

ATTEST:
CITY CLERK

By:_____

CITY OF PICAYUNE MISSISSIPPI

By:_____

Title:_____

APPROVED AS TO FORM:
City Attorney

Date:_____ By:_____

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By:_____ Date:_____
Director

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

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

Motion was made by Councilmember Watts, seconded by Councilmember Parker, to enter closed session to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to enter executive session to discuss a transaction of business regarding the location, relocation or expansion of businesses at the Industrial Park, Highway 11 South and Sycamore Road and a matter of potential litigation regarding the violation of a city ordinance. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a transaction of business regarding the location, relocation or expansion of businesses at the Industrial Park, Highway 11 South and Sycamore Road and a matter of potential litigation regarding the violation of a city ordinance.

ORDER TO GRANT 12 MONTH OPTION TO PURCHASE LAND TO REFLECTECH

Motion was made by Councilmember Bounds, seconded by Councilmember Roberson, to grant a 12 month option to purchase 8.96 acres in the Industrial Park to Reflectech in the amount of $67,200 and authorize the Mayor to sign the following Option to Purchase:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

OPTION TO PURCHASE

WHEREAS, The City of Picayune (hereinafter referred to as "City") is a Municipality organized under the laws of the State of Mississippi, and is operating in Pearl River County, Mississippi.

WHEREAS, ReflecTech, Inc., is a Mississippi Corporation operating and doing business in and around Pearl River County, Mississippi and in all material times hereto is a corporation with good standing.

WHEREAS, the City holds fee simple title in and to certain real properties located within it's municipal boundaries in Pearl River County, Mississippi, known commonly as the "Industrial Park".

WHEREAS, ReflecTech, Inc. has previously purchased from the City a tract of real property located in said Industrial Park.

WHEREAS, it is desired of ReflecTech, Inc. to continue its development and seeks to purchase an additional adjoining tract in said Industrial park of approximately 8.96 acres more or less.

WHEREAS, the City and ReflecTech has entered into an agreement whereby the City will grant an Option to Purchase on said 8.96 acres of real property with provisions to extend this Option for an additional six (6) month, if necessary.

WHEREAS, said 8.96-acre tract of real property located in the Industrial Park is more particularly described as follows, to-wit:

> Commencing at the Northeast corner of Picayune Industrial Park said point being a 2-1/2" pipe on the margin of Martin Luther King Jr. Blvd. & New Orleans/Northeastern Railroad; thence along the west margin of said railroad and old fence South 11 degrees 59 minutes 19 seconds West 612.00 feet to the Point of Beginning; thence along said margin and fence South 11 degrees 59 minutes 19 seconds West 634.18 feet; thence leaving said margin North 67 degrees 39 minutes 18 seconds West 753.12 feet to the East margin of a paved public road; thence along said margin Northeasterly along arc of curve having a radius of 110.00 feet for a distance of 49.23 feet; thence Northeasterly along the arc of a curve having a radius of 500.90 feet for a distance of 181.71 feet; thence continuing along said margin North 23 degrees 59 minutes 21 seconds East 155.93 feet; thence along said margin Northeasterly along arc of curve having a radius of 646.64 feet for a distance of 282.14 feet; thence leaving said margin South 72 degrees 36 minutes 12 seconds West 555.00 feet to the Point of Beginning. This parcel containing 6.96 acre more or less and being a part of the Southeast Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi.

NOW THEREFORE, in consideration of the sum of Ten and No/100 ($10.00) dollars, cash in hand paid, and other good and valuable considerations, the sufficiency of which is hereby acknowledged and confessed between the Parties, the City does hereby grant and convey an Option to Purchase the hereinbefore described real property unto ReflecTech, Inc., a Mississippi Corporation, for a period of twelve (12) continuous months commencing October 1, 2002, and terminating October 1, 2003; however, said Option may be extended by ReflecTech, Inc. for an additional six (6) months from and after October 1, 2002, pursuant to written notice given unto the City at the City Manager's office, Picayune, Pearl River County, Mississippi, no later than September 15, 2003. That ReflecTech may exercise this Option to Purchase by mailing or presenting written notice unto the City of ReflecTech's intent to exercise this Option to Purchase the hereinbefore described real property. Upon proper exercise of this Option, the Parties shall consummate the transfer of the subject property within thirty (30) days of the giving of written notice by ReflecTech.

WITNESS, our signatures, this_____ day of _____, A.D., 2002.

REGULAR MEETING DATED OCTOBER 1, 2002

CITY OF PICAYUNE

Greg Mitchell, Mayor

Brenda Ford, Deputy City Clerk

REFLECTECH, INC.

Janis C. Williamson, President

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, and Bounds

VOTING NAY: None

ABSTAINED AND NOT VOTING Councilmember Guy

The motion was declared carried

COUNCILMEMBER ROBERSON LEFT EXECUTIVE SESSION

COUNCILMEMBER WATTS LEFT EXECUTIVE SESSION

RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Councilmember Bounds, seconded by Councilmember Parker, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that in executive session there was discussion regarding the transaction of business regarding the location, relocation or expansion of a business at the Industrial Park and took the above action and discussed location, relocation or expansion of businesses on Highway 11 South and Sycamore Road and no action was taken and postponed discussion on matter of potential litigation in regard to possible violation of a city ordinance.

ORDER TO ADJOURN

Motion was made by Councilmember Guy, seconded by Councilmember Bounds to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Councilmembers Roberson and Watts

The motion was declared carried

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

October 15, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, October 15, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chiefs Brenda Smith and Jim Luke.

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

Opening Prayer was given by Rev. Naomi Hale, Picayune Church of God, followed by the Pledge of Allegiance led by City Manager J. P. Burns, Jr.

ORDER TO REMOVE ITEM FROM CONSENT AGENDA

Motion was made by Councilmember Guy, seconded by Councilmember Parker, to remove item requesting for streets closure for Halloween Block Party on October 31, 2002 from consent agenda. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE PREVIOUS MINUTES

Motion was made by Council Member Guy, seconded by Council Member Parker, to approve the minutes of the Mayor and City Council dated September 17, 2002 and October 1, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Council Member Guy, seconded by Council Member Parker, to approve the issuance of the following manual checks:

Allen & Hoshall	Airport	$ 2,125.00
Trustmark National Bank	General	12,277.81
Perdido Beach Resort	Utility	99.00
Danny Manley	General	79.67
MSU Extension Service	General	120.00
MS State Tax Commission	General	10.75

Ray Carlisle	General	198.00
NRA	General	450.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and *Bounds*

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORTS

Motion was made by Council Member Guy, seconded by Council Member Parker, to acknowledge receipt of the monthly budget reports for September 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Motion was made by Council Member Guy, seconded by Council Member Parker, to acknowledge receipt of the Privilege License Report for the month of September 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the Mayor to sign a quitclaim deed for 1999 taxes in the name of Robert Bridges, Sr., parcel # 617-516-004-03-019-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the Mayor to sign a quitclaim deed for 1997 and 1998 taxes in the name of Vera Ducre, parcel # 617-614-001-07-001-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUITCLAIM DEED

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the Mayor to sign a quitclaim deed for 1998 taxes in the name of Thomas Boone, Jr. parcel # 616-419-000-00-018-01 and parcel # 616-419-000-00-019-03. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN QUTICLAIM DEED

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the Mayor to sign a quitclaim deed for 1989 and 1991 taxes in the name of Roland Smith, parcel # 616-515-000-00-036-10. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALES

Motion was made by Council Member Guy, seconded by Council Member Parker, to void the 1990 and 1992 tax sales for parcel # 616-515-000-00-036-10, in the name of Roland B. Smith, because parcel is not in the Picayune School District and should not have been assessed or sold. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Motion was made by Council Member Guy, seconded by Council Member Parker, to void the 2002 tax sale for parcel # 617-420-000-00-005-02, in the name of Conrad Upton because tax amount had been changed by Pearl River County and the owner had not been notified before the sale. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR STREET CLOSURE

Motion was made by Council Member Guy, seconded by Council Member Parker, to approve the closure of streets beginning on Goodyear Boulevard, then South on Highway 11, then West on Bruce Street to Main Street, then North on Main Street to West Canal Street, then West on Canal Street then North on Kirkwood, and disbanding at the intersection of Kirkwood and Goodyear Boulevard for the annual Christmas Parade to be held on December 2, 2002 at 6:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 921 6TH AVENUE

Motion was made by Council Member Guy, seconded by Council Member Parker, to set the date and time of November 19, 2002, 6:00 p.m. for a public hearing on property cleanup located at 921 6th Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 816 5TH STREET

Motion was made by Council Member Guy, seconded by Council Member Parker, to set the date and time of November 19, 2002, 6:00 p.m. for a public hearing on property cleanup located at 816 5th Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 1319 5TH AVENUE

Motion was made by Council Member Guy, seconded by Council Member Parker, to set the date and time of November 19, 2002, 6:00 p.m. for a public hearing on property cleanup located at 13195th Avenue. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY LOCATED NEXT DOOR TO 329 SHERD STREET, BLOCK C, LOTS 5,6,7,8, AND 9

Motion was made by Council Member Guy, seconded by Council Member Parker, to set the date and time of November 19, 2002, 6:00 p.m. for a public hearing on property cleanup located next door to 329 Sherd Street, Block C, Lots 5, 6,7,8, and 9. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 2111 MILLSWOOD

Motion was made by Council Member Guy, seconded by Council Member Parker, to set the date and time of November 19, 2002, 6:00 p.m. for a public hearing on property cleanup located at 2111 Millswood. The following call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE THE SALE OF SURPLUS PROPERTY

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the Purchasing Agent to advertise the sale of surplus property located next door to 619 Fifth Street, the location of the old city barn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO CLOSE STREETS

Motion was made by Council Member Guy, seconded by Council Member Bounds, to approve the closure of Tate Street between Highway 11 and Haugh Avenue on October 31, 2002 from 6:00 p.m. to 10:00 p.m. for a Halloween Block Party sponsored by Old Town Café', Old Town Outreach Ministries and Maranatha Full Gospel Church. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

CONSIDER REQUEST TO ADOPT PROCLAMATION

Motion was made by Council Member Roberson, seconded by Council Member Guy, to adopt the following proclamation:

PROCLAMATION

INTERNATIONAL DECA WEEK

WHEREAS, the City of Picayune recognizes the importance of the youth of our nation; and

WHEREAS, the City of Picayune recognizes that the continued vitality of the business structure of America is dependent upon the development of these young men and women; and

WHEREAS, the Mayor and City Council of Picayune recognizes Picayune DECA of Picayune Memorial High School as an association of marketing, management, and entrepreneurial students; and

WHEREAS, the Picayune DECA Chapter strives to prepare its members for the challenges of life by providing the valuable service of developing leadership skills, promoting good citizenship, inspiring the spirit of competition, and instilling the importance of community involvement.

THEREFORE, the Mayor and City Council of the City of Picayune, do hereby designate the week of October 13 – 19, 2002 as

INTERNATIONAL DECA WEEK

to recognize the service and accomplishments of Picayune DECA members.

DATED this the 15th day of October 2002.

_____
Greg Mitchell, Mayor

ATTEST:

_____
Nicole Dagnall, City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADOPT THE COURT ASSESSMENTS AND COURT COSTS

Motion was made by Council Member Bounds, seconded by Council Member Parker, to adopt the following Court Assessments and Court Costs as requested by Judge M.D. Tate, II:

State of Mississippi assessments are stated as follows:

1. Traffic Violations	$ 30.00
2. Implied Consent	157.00
3. State Litter	25.00
4. Other Misdemeanors	50.50
5. Court Constituent	.50

6. Law Library	1.50
7. State Appearance Bond Fee	20.00
8. Equipment Assessment	10.00

Municipal Court for the City of Picayune Court Costs imposed as follows:

1. Dismissal of any affidavit, complaint or charge	$ 15.00
2. Suspension of minor's driver's license in lieu	50.00
3. Causing search warrant to issue or causing prosecution without reasonable cause or refusing to cooperate after initiation action	100.00
4. Certified Copy of court records	5.00
5. Service of arrest warrant for failure to answer citation or traffic summons	25.00
6. Jail cost per day	10.00
7. Misdemeanors and violation of City Ordinance	
a. court facilities – furniture, fixtures and equipment	5.00
b. maintenance of court facilities	1.00
8. Traffic violations	
a. court facilities – furniture, fixtures and equipment	5.00
b. maintenance of court facilities	1.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF PARKS AND RECREATION COMMITTEE

City Manager J.P. Burns, Jr. presented the Mayor and Council with a draft copy of the by-laws for the Parks and Recreation Committee. Debra Rutherford of 145 Cypress Point representing the Piranha Swim team requested that someone from the swim team be represented on the Parks and Recreation Committee. No action was taken.

IN THE MATTER OF ANNUAL FINANCIAL REPORT FOR THE YEAR ENDED SEPTEMBER 30, 2001

Steve Dockens from Alexander, Van Loon, Sloan, Levens & Favre, PLLC presented the Annual Financial Report for the year ended September 30, 2001. Motion was made by Councilmember Guy, seconded by Councilmember Parker, to accept the Annual Financial Report for the year ended September 30, 2001 as presented. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO WITHDRAW ZONING REQUEST

Motion was made by Council Member Guy, seconded by Council Member Bounds, to accept the following letter to withdraw zoning request:

Cooper Company
P.O. Box 816
Picayune, MS 39466

October 9, 2002

Ms. Johnnie Lou Ingram
City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466

RE: Withdrawal of Zoning Request
R-1 to R-3 & R-1 to OP

Dear Ms. Ingram,

Please withdraw our recent re-zoning request for the property south of Country Club Road. The request to be withdrawn is for the parcels which were to be zoned from R-1 to R-3 and R-1 to OP. Attached you will find a copy of the legal description and plat which was provided with our application.

Thank you and the Planning Commission for our time and consideration. Should you have any questions or need additional information please feel free to call me at 798-2221 or 916-1151 (cell).

Respectfully,

/s/ Andy Cooper
Andy Cooper
President
Proposed Zoning

OP Commencing at the SW corner of the NW ¼ of the NW ¼, Pearl River County, Mississippi thence South 0 degrees 2 minutes, 13 seconds West along the Section line a distance of 1315 feet; thence North 20 degrees 20 minutes 7 seconds East 145 feet; thence North 19 degrees 29 minutes 6 seconds East 845 feet along a wetland; thence continue along the wetland 478 feet tot he center of a road way; thence 107 feet more or less to the Place of Beginning and being a part of the SW 1/4 of the NW 1/4 of Section One, Township 6 South, Range 17 West, Pearl River County, Mississippi.

R-3 Commencing at a point 990 feet South and 410 feet East of the Northwest corner of Section One, Township 6 South, Range 17 West, Pearl River Count, Mississippi, thence East 250 feet; thence South 330 feet; thence South 26 degrees 34 minutes West 160.36 feet; thence South 18 degrees 27 minutes 31 seconds West 411.88 feet; thence South 45 degrees 27 minutes 34 seconds West 179.41 feet; thence South 50 feet; thence East 500 feet; thence North 81 degrees 45 minutes East 348 feet; thence South 45 degrees East 120 feet; thence South 70 degrees West 1288 feet along a wetland; thence North 19 degrees29 minutes 6 seconds East along a wetland 845 feet; thence continue along the wetland 478 feet to the center of a road right of way; thence along the center line of the road right of way approximately 340 feet to a point South of the Point of Beginning; thence North 120 feet to the Place of Beginning, and being a part of the NW ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section One, Township 6 South, Range 17 West, Pearl River County, Mississippi.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Council Member Guy, seconded by Council Member Watts, to accept the minutes of the Planning Commission dated September 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE PLANNING COMMISSION MINUTES

Motion was made by Council Member Roberson, seconded by Council Member Guy, to acknowledge receipt of the Planning Commission minutes dated October 8, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT PETITION

Motion was made by Council Member Guy, seconded by Council Member Roberson, to accept a petition from Millbrook Golf and Country Club in opposition of rezoning property belonging to Cooper Company. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT PETITION

Motion was made by Council Member Watts, seconded by Council Member Roberson, to accept a petition from Millbrook Estates property owners in opposition of rezoning property belonging to Cooper Company. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED OCTOBER 15, 2002

CONSIDER REQUEST TO REZONE PROPERTY LOCATED OFF COUNTRY CLUB ROAD FROM C-1 TO C-3 HIGHWAY COMMERCIAL DISTRICT

Motion was made by Council Member Guy, seconded by Council Member Parker, to follow the recommendation of the Planning Commission to adopt the following Ordinance to rezone property located off Country Club Road from C-1 to C-3 Highway Commercial District:

ORDINANCE NO. 773

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM C-1, NEIGHBORHOOD COMMERCIAL DISTRICT, TO C-3 HIGHWAY COMMERCIAL DISTRICT.

Be It Ordained by the City council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That the following C-1, Neighborhood Commercial District, described property shall be rezoned to C-3, Highway Commercial District.

Commencing at a point 904.69 feet South of the Northwest corner of Section 1, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South along the Section line 85.31 feet; thence South 22 degrees 5 minutes 16 seconds East 300 feet to the center of a road right of way; thence South 71 degrees 50 minutes 33 seconds West 119.22 feet; thence West 432.42 feet to the East right of way line of U.S. Hwy. 11; thence Northward along said right of way line 565.24 feet; thence South 65 degrees 2 minutes 24 seconds East 371.45 to the Place of Beginning and being a part of the NE ¼ of NE ¼ of Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. Severability, Conflict and Effective Date

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972 As amended.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED OCTOBER 15, 2002

CONSIDER REQUEST TO REZONE PROPERTY LOCATED OFF COUNTRY CLUB ROAD FROM R-1 TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT

Motion was made by Council Member Guy, seconded by Council Member Bounds, to follow the recommendation of the Planning Commission to rezone the following property located off Country Club Road from R-1 to C-1, Neighborhood Commercial District:

ORDINANCE NO. 764

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM R-1. SINGLE FAMILY RESIDENTIAL DISTRICT, TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT.

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION. That the following R-1, Single Family Residential District described property, shall be rezoned to C-1, Neighborhood Commercial District:

Commencing at a point 990 feet South of the Northwest corner of Section 1, Township 6 South, Range 17 West, Pearl River County, Mississippi, thence East 410 feet; thence South 120 feet to the center of a road easement; thence along center of said road easement in a Southwesterly direction 340 feet to the center of a delineated wetland; thence Northward along the wetland 300 feet more or less to the Place of Beginning and being a part of the NW ¼ of the NW ¼ of Section 1, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. Severability, Conflict and Effective Date

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972, as amended.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watts, Guy and Bounds

VOTING NAY: Councilmember Roberson

The motion was declared carried.

CONSIDER REQUEST TO REZONE PROPERTY LOCATED ON HIGHWAY 11 NORTH AND OWNED BY MARK GIBSON

Motion was made by Council Member Bounds, seconded by Council Member Guy, to follow the recommendation of the Planning Commission to rezone property located on Highway 11 North and owned by Mark Gibson from A-1 to C-3, Highway Commercial District:

REGULAR MEETING DATED OCTOBER 15, 2002

ORDINANCE NO. 765

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM R-1, SINGLE FAMILY RESIDENTIAL DISTRICT, TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT.

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That the following R-1, Single Family Residential District described property, shall be rezoned to C-1, Neighborhood Commercial District:

Tract 1: Begin at the NW corner of the SE 1/4 of the SE 1/4 of the NE ¼ Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 01 Degrees 01 Minutes 31 Seconds West along the West boundary of the SE ¼ of the NE ¼ of said Section 2, a distance of 35.23 feet to a point located on the Eastern right-of-way of a County Paved Road; thence South 19 Degrees 22 Minutes 03 Seconds East along the Eastern right-of-way of said County Paved Road, a distance of 386.08 feet to a point; thence North 89 Degrees 49 Minutes 41 Seconds East, a distance of 577.41 feet to a point located on the Western right-of-way of Mississippi State highway No. 11; thence North 10 Degrees 53 Minutes 54 Seconds East along the Western right-of-way of said Mississippi State Highway No. 11, a distance of 407.56 feet to a point located on the North boundary of the SE ¼ of the NE ¼ of said Section 2; thence South 89 Degrees 49 Minutes 28 Seconds West along the North boundary of said SE ¼ of the NE ¼ of said Section 2, a distance of 781.88 feet to the Point of Beginning. The property contains 6.29 acres more or less, and is located in the SE ¼ of the NE !/4 of said Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi.

Tract 2: Commence at the NW corner of the SE ¼ of the NE ¼ of Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 01 Degrees 01 Minutes 31 Seconds West along the West boundary of the SE ¼ of the NE ¼ of said Section 2, a distance of 178.76 feet to the true Point of Beginning; thence South 01 Degrees 01 Minutes 31 Seconds West along the West boundary of the SE ¼ of the NE ¼ of said Section 2, a distance of 221.25 feet to a point; thence North 89 Degrees 49 Minutes 41 Seconds East a distance of 81.64 feet to a point located on the Western right-of-way of a County Paved Road; thence North 19 Degrees 22 Minutes 03 Seconds West along the Western right-of-way of said County Paved Road, a distance of 234.23 feet to the Point of Beginning. The property contains 0.21 acres, more or less, and is located in the SE ¼ of the NE ¼ of said Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. Severability, Conflict and Effective Date

Should any section, clause, paragraph, provision, or part of this ordinance for any reason beheld invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972, as amended.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR PARKING VARIANCE

Motion was made by Council Member Guy, seconded by Council Member Roberson, to follow the recommendation of the Planning Commission to approve a parking variance for proposed retail shopping center to be built adjoining Wal-Mart property on Frontage Road from 10' X 20' to 9' X 18 spaces. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPOINT GREGORY H. MITCHELL AS DESIGNATED AGENT FOR FEMA APPLICATION

Upon request of the Community Development Director, motion was made by Council Member Guy, seconded by Council Member Parker to appoint Gregory H. Mitchell as designated agent for FEMA application. The following roll call vote was taken:

VOTING YEA: Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSTAINED: Mayor Mitchell

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE COMMUNITY DEVELOPMENT DIRECTOR TO HOLD A PUBLIC HEARING

Motion was made by Council Member Bounds, seconded by Council Member Guy, to authorize the Community Development Director to hold a public relative to a proposed Community Development Block Grant 2003 Drainage Application. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SUBMIT A GRANT APPLICATION TO USDA

Motion was made by Council Member Roberson, seconded by Council Member Guy, to authorize the submission of a grant application to USDA for a fire station and related fire department equipment and authorize the Mayor to sign the application. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: 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 Roberson, seconded by Council Member Watts, to close the meeting to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss two issues concerning the location, relocation or expansion of a business on Sycamore Road and Highway 11 South and a contractual matter with Waste Management.

ORDER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to enter into an agreement and authorize the City Attorney to prepare a Memorandum of Understanding regarding the installation of utility lines across Interstate – 59 off of Sycamore Road. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Council Member Bounds, seconded by Council Member Roberson, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council voted to authorize the City Attorney to prepare a Memorandum of Understanding for the installation of utility lines across Interstate – 59 off of Sycamore Road. They also discussed a contractual matter with Waste Management and the location of a business on Highway 11 South and took no action.

ORDER TO RECESS

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to recess until October 17, 2002 at 5:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

October 17, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Thursday, October 17, 2002 at 5:00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Lucian Roberson, Donald Parker, and Jerry Bounds, City Manager J.P. Burns, Jr. and Deputy City Clerk Brenda Ford.

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

CONSIDER REQUEST TO AUTHORIZE MAYOR TO SIGN MEMORANDUMS OF UNDERSTANDING

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to enter into and authorize the Mayor to sign the following Memorandums of Understanding:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

MEMORANDUM OF UNDERSTANDING

WHEREAS the City of Picayune (hereafter "City") is a municipality organized under the laws of the State of Mississippi, and is operating in Pearl River County, Mississippi.

WHEREAS the Developers, Huey Stockstill and wife, Gayle B. Stockstill, (hereafter "Developers") are lifelong residents of Pearl River County, Mississippi, who has a significant interest in the economic, civic and spiritual development of the City and surrounding Pearl River County, Mississippi.

WHEREAS the Developers are the holders of fee simple title in and to certain real property located in Pearl River County, Mississippi, which is more specifically described in that certain Warranty Deed dated October 6, 1996, of record in the office of the Chancery Clerk of Pearl River County, Mississippi, a copy of which is attached hereto and incorporated herein as Exhibit "1".

WHEREAS the City owns certain real property on which it maintains and operates a park and recreation facilities known as "Friendship Park".

WHEREAS a portion of the Developers' real property as described above lies and is located adjacent to Friendship Park on the East and South sides of said Park.

WHEREAS it is the intention of the Developers to convey and dedicate in perpetuity a portion of their real property located adjacent to Friendship Park unto the City for the sole and express purpose of said real property being utilized as a park and recreational area for the benefit of the citizens of the City and Pearl River County, Mississippi, subject to a reservation unto the Developers, their heirs and/or successors in interest that in the event that such real property be no longer used as a park or recreation purposes, then, such should revert back unto the Developers, their heirs and/or successors in interest.

WHEREAS in light of the desire of the Developer to dedicate the hereinbefore described real property unto the City for development as a Park and Recreational Area and further, and to

achieve such objectives the City and Developer do hereby enter into this binding Memorandum of Understanding on the following conditions and contingencies, to-wit:

1. The Developers agree to immediately convey and dedicate unto the city approximately 28 acres of real property lying South and East of Friendship Park as set forth in that certain map attached hereto and incorporated herein as Exhibit "2". This conveyance and dedication shall be subject to the reservation by the Developers, their heirs and/or successors in interest that should the subject real property be no longer utilized for park and recreational purposes, then in that event, fee simple title to the real property shall revert unto the Developers, their heirs and/or successors in interest.
2. The City agrees to take such steps required to design and build the proposed ball parks in a timely and professional manner with completion of same being within 2 years of the irrevocable transfer of title from the Developers unto the City.
3. The City agrees to support and aggressively pursue all federal, state or local permits and/or grants in order to ensure timely and complete development of the real property transferred unto the City by the Developers in the time frame set forth in Paragraph 2. above. This shall include any grants or funds available to the City for creation of infrastructure of such development such as a City Parks and Recreation Commission. The City shall immediately make an irrevocable commitment spread upon the minutes of the City to fund the construction of the Park and Recreation Facilities as proposed and laid out pursuant to any and all relevant plans of constructions. That upon the City making such an irrevocable commitment as set forth above, then, Developers shall make an irrevocable transfer of title as set forth in Paragraph 2. above, subject to the reservations as set forth in Paragraph 1. of this Memorandum of Understanding.
4. The City agrees to construct at least one of the major fields immediately upon the transfer of the subject property by the Developers in order to facilitate tournament play with quality bleachers for State or National athletic organizations (Baseball, at a minimum).
5. The City shall be solely responsible for any and all mitigation for any wetlands located within the tract of real property transferred from the Developers unto the City.
6. That in the event a dispute arises as to the interpretation, fulfillment or compliance with the terms of this Agreement, the Parties do hereby agree that they shall submit such dispute to a panel of three (3) arbitrators in accordance with the Federal or State laws relative to arbitration. Each Party shall select one (1) arbitrator each with the two (2) arbitrators selecting the third arbitrator. It is further agreed the decision of the panel of arbitrators shall be a full, final and complete resolution of any matter(s) submitted unto it by the Parties and either the Developers or City may resort to all remedies available to enforce the decision of such panel of arbitrators.
7. The Developers and City also agree that this is the complete and full agreement of the Parties and that all contemporaneous and prior oral or written negotiations or agreements of the Parties are hereby merged into this Agreement. This Agreement may only be altered upon both Parties executing any subsequent written documents.

AGREED, BOUND AND WITNESSED by the affixing of our signatures on this the 17th day of October, A.D., 2002.

DEVELOPERS

_____

HUEY STOCKSTILL, SR.

_____

GAYLE B. STOCKSTILL

RECESSED MEETING DATED OCTOBER 17, 2002

CITY OF PICAYUNE

GREGORY MITCHELL, MAYOR

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

MEMORANDUM OF UNDERSTANDING

WHEREAS the City of Picayune (hereafter "City") is a municipality organized under the laws of the State of Mississippi, and is operating in Pearl River County, Mississippi.

WHEREAS the Developers, Huey Stockstill and wife, Gayle B. Stockstill, (hereafter "Developers") are lifelong residents of Pearl River County, Mississippi, who has a significant interest in the economic, civic and spiritual development of the City and surrounding Pearl River County, Mississippi.

WHEREAS the Developers are the holders of fee simple title in and to certain real property located in Pearl River County, Mississippi, which is more specifically described in that certain Warranty Deed dated October 6, 1996, of record in the office of the Chancery Clerk of Pearl River County, Mississippi, a copy of which is attached hereto and incorporated herein as Exhibit "1".

WHEREAS the Developers also intend to develop a portion of their real property, into a subdivision, golf course and conference facilities.

WHEREAS both the City and Developers acknowledge the desire and need that they both work together in order to aid the Developers in the development of the remainder of their real property not dedicated under the City pursuant to the prior Memorandum of Understanding and to improve the economic, civic and spiritual standards of the surrounding community.

WHEREAS in light of the State objectives of the City and Developer and in order to expedite the achievements of these objectives, the City and Developer enter into this binding Memorandum of Understanding on the following conditions and contentions, to-wit:

1. The City agrees to immediately annex the entirety of Developers' real property which lies outside the corporate limits of the City from Shorty Burgess Road to the existing corporate limits of the City and the City shall provide and/or shall take steps to procure all utility services, easements and any other applicable city services to the annexed areas.
2. The City agrees to build any and all roads and/or streets from the intersection of East Jerusalem and Memorial Boulevard unto the intersection of Telly Road. The Developer agrees to construct any and all remaining roads within any other easements obtained by the City or on the property of the Developer as set forth herein; and further, the Developer further agrees to grant such easements without consideration unto the City and thus places such easements would run within the confines of the property owned by said Developer.
3. The City agrees to provide installation of any or all gas lines and any other services as are prescribed within their franchise or legal jurisdiction of the City to the development at large of the real property conveyed unto the City and the remainder retained by the Developers. That upon the construction by the Developer of any streets, curbs, gutters and/or fiberoptic lines within the confines of the development, the City shall not be allowed to cut across any such streets, curbs, gutters and/or fiberoptic lines in order to lay any and all utility lines except the City may install such utility lines through boring under such improvements constructed by the Developer.
4. The City agrees to provide zoning appropriate for such development and shall designate areas for both commercial and residential utilization.

5. The City agrees to provide adequate utility services both now and in the future for an estimated 700 home sites, golf and country club, hotel and conference center.
6. Developers agree to pursue and acquire all Federal, State and Local permits, if any, necessary to effect, proceed and complete the Development of the Developer's main real properties as set forth above.
7. That unless prohibited by either Federal, State and/or Local law, it is agreed to between the Developer and the City that said Developer shall receive a_____ dollar discount related to the installation of any and all gas or other service lines by the City for each and every lot sold or developed for a period of five (5) years.
8. The Developers and City both agree that in the event that any of the above conditions cannot be effected due to any act of a third party which is not a party to this Agreement, then in that event, this Agreement may be terminated by either the City or Developer upon the giving of written notice within thirty (30) days from and after it appears that compliance with this Agreement has been rendered impossible due to no fault of either the Developer or City.
9. That in the event arises as to the interpretation, fulfillment or compliance with the terms of this Agreement, the Parties do hereby agree that they shall submit such dispute to a panel of three (3) arbitrators in accordance with the Federal or State laws relative to arbitration. Each Party shall select one (1) arbitrator each with the two (2) arbitrators selecting the third arbitrator. It is further agreed the decision of the panel or arbitrators shall be a full, final and complete resolution of any matter(s) submitted unto it by the Parties and either the Developers or City may resort to all remedies available to enforce the decision of such panel of arbitrators.
10. The Developers and City also agree that this is the complete and full agreement of the Parties and that all contemporaneous and prior oral or written negotiations or agreements of the Parties are hereby merged into this Agreement. This Agreement may only be altered upon both Parties executing any subsequent written documents.

AGREED, BOUND AND WITNESSED by the affixing of our signatures on this 17th day of October, A.D., 2002.

DEVELOPERS

_____
HUEY STOCKSTILL, SR.

_____
GAYLE B. STOCKSTILL

CITY OF PICAYUNE

_____
GREGORY MITCHELL, MAYOR

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Watts and Guy

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER BOUNDS LEFT MEETING AND COUNCIL MEMBER WATTS ENTERED MEETING.

RECESSED MEETING DATED OCTOBER 17, 2002

ORDER TO ADJOURN

Motion was made by Council Member Roberson, seconded by Council Member Watts, to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, and Watts

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Bounds

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

November 5, 2002

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 in the Courtroom of the Criminal Justice Center is said City, Tuesday, November 5, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Jim Luke.

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

Opening Prayer was given by Rev. Henry Dunn, followed by the Pledge of Allegiance led by Council Member Roberson.

ORDER TO DELETE ITEM FROM CONSENT AGENDA

Motion was made by Council Member Guy, seconded by Council Member Roberson, to delete request to approve the City of Picayune minutes dated October 15, 2002 and October 17, 2002 from the consent agenda. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Upon request of the City Clerk, motion was made by Council Member Guy, seconded by Council Member Bounds, to approve the issuance of the following manual checks:

City of Picayune, General Fund	Utility	NTE $ 52,000.00
Ms. State Tax Commission	Utility	NTE $ 6,000.00
Ms. Municipal Liability Plan	General	
	Utility	$124,112.00
State of Mississippi	General	$ 65,410.33

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Motion was made by Council Member Guy, seconded by Council Member Bounds to void the 2000 tax sale due to a mapping error by Pearl River County and refund purchaser, FUNB $796.26. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and

Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Motion was made by Council Member Guy, seconded by Council Member Bounds, to void the 2001 tax sale because they should have been exempt and refund purchaser Rocky Mountain $554.86. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE RETIREMENT DEVELOPMENT MONTHLY ACTIVITIES REPORT

Motion was made by Council Member Guy, seconded by Council Member Bounds, to acknowledge receipt of the Retirement Development Monthly Activities Report for the month of September 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER APPROVAL OF DOCKET

Motion was made by Council Member guy, seconded by Council Member Roberson, to approve the docket for the month of October 2002 in the amount of $ 645,123.93. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

PETITIONS AND COMMUNICATIONS

At this time the Mayor and Council commended the city employees and all those who responded to the recent storm that hit the City of Picayune on October 29, 2002. The Mayor and Council stated that everyone has worked together in a very efficient and professional manner. No action was taken.

CONSIDER APPOINTMENT TO PICAYUNE HOUSING AUTHORITY BOARD

Motion was made by Council Member Guy, seconded by Council Member Parker to appoint Lloyd Robinson to the Picayune Housing Authority Board for a five year term to expire in November 2007. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy and Bounds

VOTING NAY: Council Members Roberson and Watts

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN THE ENGAGEMENT LETTER BETWEEN THE CITY AND AVL, PLLC

Motion was made by Council Member Bounds, seconded by Council Member Guy, to authorize the Mayor to sign the following engagement letter: for the financial statement audit for the fiscal year ending September 30, 2002:

October 16, 2002

Mayor and City Manager
City of Picayune, Mississippi
203 Goodyear Boulevard
Picayune, Mississippi 39466

We are pleased to confirm our understanding of the services we are to provide the City of Picayune, Mississippi for the year ended September 30, 2002. We will audit the financial statements of the City of Picayune, Mississippi as of and for the year ended September 30, 2002. We understand that the financial statements will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the general purpose financial statements:

1. Scheduled of expenditures of federal awards.
2. Schedule of reconciling original ad valorem tax rolls
3. Schedule of surety bonds for city officials

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

❖ Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
❖ Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the audit committee, management, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles, and that federal award programs are managed in compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements, including the schedule of expenditures of federal awards, but the responsibility for the financial statements remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective actin plan. The summary schedule of prior audit findings should be available for our review on November 18, 2002.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatements, whether

from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. As required by the Single Audit Act Amendments of 1996 and OMB Circular A-133, our audit will include test of transactions related to major federal award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the City of Picayune, Mississippi's financial statements and on its compliance with requirements applicable to major programs.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or

operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by OMB Circular A-133.

Audit Procedures – Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Picayune, Mississippi's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of the applicable procedures described in the OMB Circular A-133 Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City of Picayune, Mississippi's major programs. The purpose of those procedures will be to express an opinion on the City of Picayune, Mississippi's compliance with requirements applicable to major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing. At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City of Picayune, Mississippi; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The workpapers for this engagement are the property of Alexander, Van Loon, Sloan, Levens, & Favre, PLLC and constitute confidential information. However, we may be requested to make certain workpapers available to grantor agencies pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Alexander, Van Loon, Sloan, Levens, & Favre, PLLC's personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the Grantor Agency. The Grantor Agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.
The workpapers for this engagement will be retained for a minimum of three years after the date of the auditors' report is issued or for any additional period requested by the Grantor Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the workpapers.

We expect to begin our audit on approximately December 16, 2002 and to issue our reports no later than February 28, 2003. Our fee for these audit services will be at our standard hourly rates plus out-of-pocket costs, if any, except that we agree that our gross fee will not exceed $36,500, which consists of $29,850 for the financial audit and $6,650 for the single audit. Our fee estimate is based on full cooperation from your personnel, the availability of accounting records, the anticipation that all schedules requested will be completed accurately and timely, and the assumption that there will be no issues of noncompliance with laws and regulations identified by our audit procedures or other unexpected circumstances that would increase the scope of our audit work. The fee estimate is also based on assumption that the financial records are current and accurate and that no material adjustments will be necessary to the financial statements.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid by the end of the month will accrue service charges equal to 1 ½% per month on the outstanding account balance.

Professional Independent Standards preclude us from performing accounting or bookkeeping functions in conjunction with our audit services. Accounting and bookkeeping functions include, but are not limited to, posting entries to record transactions, preparing adjustments necessary to correct your accounting records, deciding on appropriate accounting principles, etc. Accordingly, if significant adjustments are necessary to correct your accounting records in order to make them auditable, we cannot provide such services as part of the audit engagement.

Although we can provide other services in addition to the audit to assist you to determining what adjustments are necessary, we cannot post the adjustments to your system, nor can we assume the responsibility for such adjustments.

We will present the adjustments, in a document that will require your signature that signifies that you acknowledge and concur with the proposed adjustments and that the City will be responsible for posting such adjustments. Such services will be billed separately from the audit services. Our proposed fee above does not include any additional time that may be required for such services.

Your audit engagement will be led by Steve Dockens, CPA, your client relations manager, by Kim Marmalich, CPA, the auditor in charge of field work, and by our firm's audit partner, Jerry L. Levens, CPA.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 1999 peer review report accompanies this letter.

We appreciate the opportunity to be of continued service to the City of Picayune, Mississippi and believe this letter accurately summaries the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

/s/ Alexander, Van Loon, Sloan, Levens & Favre, PLLC
Alexander, Van Loon, Sloan, Levens & Favre, PLLC
Certified Public Accountants
Gulfport, Mississippi

RESPONSE:

This letter correctly sets forth the understanding of the City of Picayune, Mississippi.

By: _____
Title: _____

Date: _____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN THE ENGAGEMENT LETTER BETWEEN THE CITY AND AVL, PLLC

Motion was made by Council Member Guy, seconded by Council Member Bounds, to authorize the Mayor to sign the following engagement letter between the City and AVL, PLLC for the tourism tax audit for the fiscal year ended September 30, 2002:

October 16, 2002

Mayor and City Manager
City of Picayune, Mississippi
203 Goodyear Boulevard
Picayune, Mississippi 39466

We are pleased to confirm our understanding of the services we are to provide the City of Picayune, Mississippi. We will audit the schedule of Tourism Tax receipts and expenditures of the City of Picayune, Mississippi for the year ended September 30, 2002. We understand that the schedule will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your schedule of Tourism Tax receipts and expenditures is fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of the City of Picayune, Mississippi and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the schedule is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or may not issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your schedule of Tourism Tax receipts and expenditures, but the responsibility for the schedule remains with you. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial

reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the schedule to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial schedule taken as a whole.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule of Tourism Tax receipts and expenditures; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable assurance rather than absolute assurance about whether the schedule of Tourism Tax receipts and expenditures is free of material misstatement, whether form errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the schedule. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as audits is limited to the period covered by our audit and does not extend to matters that might arise during any later period for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. At the conclusion of our audit, we will also require certain written representations from you about the schedule of Tourism Tax receipts and expenditures and related matters.

Identifying and ensuring that the City complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the schedule of Tourism Tax receipts and expenditures are free of material misstatements, we will perform test of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Procedures – Internal Control

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on the City's schedule of Tourism Tax receipts and expenditures.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to records, process, summarize, and report financial data consistent with the

assertions of management in the schedule of Tourism Tax receipts and expenditures.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The workpapers for this engagement are the property of Alexander, Van Loon, Sloan, Levens & Favre, PLLC, and constitute confidential information. However, we may be requested to make certain workpapers available to other agencies pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of our firm's personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the other agencies. Other agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

We expect to begin our audit on approximately December 16, 2002 and to issue our reports no later than February 28, 2003. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. We estimate that our fees for these services will range from $1,000 to $1,500. Our fee estimate is based on full cooperation from your personnel, the availability of accounting records, the anticipation that all schedules requested will be completed accurately and timely, and the assumption that there will be no issues of noncompliance with laws and regulations identified by our audit procedures or other unexpected circumstances that would increase the scope of our audit work. The fee estimate is also based on the assumption that the financial records are current and accurate and that no material adjustments will be necessary to the schedule.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices not paid by the end of the month will accrue service charges equal to 1 ½% per month on the outstanding account balance.

Professional Independence Standards preclude us from performing accounting or bookkeeping functions in conjunction with our audit services. Accounting and bookkeeping functions include, but are not limited to, posting entries to record transactions, preparing adjustments necessary to correct your accounting records, deciding on appropriate accounting principles, etc.

Accordingly, if significant adjustments are necessary to correct your accounting records in order to make them auditable, we cannot provide such services as part of the audit engagement.

Although we can provide other services in addition to the audit to assist you in determining what adjustments are necessary, we cannot post the adjustments to your system, nor can we assume the responsibility for such adjustments.

We will present the adjustments, in a document that will require your signature that signifies that you acknowledge and concur with the proposed adjustments and that the City will be responsible for posting such adjustments. Such services will be billed separately from the audit services. Our proposed fee above does not include any additional time that may be required for such services.

Your audit engagement will be led by Steve Dockens, CPA, your client relations manager, by Kim Marmalich, CPA, the auditor in charge of field work, and by our firm's audit partner, Jerry L. Levens, CPA.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 1999 peer review report accompanies this letter.

We appreciate the opportunity to be of continued service to the City of Picayune, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

/s/ Alexander, Van Loon, Sloan, Levens & Favre, PLLC
Alexander, Van Loon, Sloan, Levens & Favre, PLLC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the City of Picayune, Mississippi.

Officer signature: _____

Title: _____

Date: _____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER AMENDMENT TO MINUTES DATED OCTOBER 15, 2002

Motion was made by Council Member Guy, seconded by Council Member Watts, to amend the minutes of October 15, 2002, to correct a scrivener's error as follows:

ORDINANCE NO.____

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM A-1, AGRICULTURE DISTRICT, TO C-3, HIGHWAY COMMERCIAL DISTRICT.

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That the following A-1, Agriculture District described property shall be rezoned to C-3 Highway Commercial District:

Tract 1: Begin at the NW corner of the SE ¼ of the SE ¼ of the NE ¼ Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 01 Degrees 01 Minutes 31 Seconds West along the West boundary of the SE ¼ of the NE ¼ of said Section 2, a distance of 35.23 feet to a point located on the eastern right-of-way of a County Paved Road; thence South 19 Degrees 22

Minutes 03 Seconds East along the Eastern right-of-way of said County Paved Road, a distance of 386.08 feet to a point; thence North 89 Degrees 49 Minutes 41 Seconds East a distance of 577.41 feet to a point located on the Western right-of-way of Mississippi State Highway No. 11; thence North 10 Degrees 53 Minutes 54 Seconds East along the Western right-of-way of said Mississippi State Highway No. 11 a distance of 407.56 feet to a point located on the North boundary of the SE ¼ of the NE ¼ of said Section 2; thence South 89 Degrees 49 Minutes 28 Seconds West along the North boundary of said SE ¼ of the NE ¼ of said Section 2, a distance of 781.88 feet to the Point of Beginning. The property contains 6.29 acres more or less and is located in the SE ¼ of the NE ¼ of said Section 2, Township 6 South Range 17 West, Pearl River County, Mississippi.

Tract 2: Commence at the NW corner of the SE ¼ of the NE ¼ of Section 2, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 01 Degrees 01 Minutes 31 Seconds West along the West boundary of the SE ¼ of the NE ¼ of said Section 2, a distance of 178.76 feet to the true Point of Beginning; thence South 01 Degrees 01 Minutes 31 Seconds West along the West boundary of the SE ¼ of the NE ¼ of said Section 2, a distance of 221.25 feet to a point; thence North 89 Degrees 49 Minutes 41 Seconds East a distance of 81.64 feet to a point located on the Western right-of-way of a County Paved Road; thence North 19 Degrees 22 Minutes 03 Seconds West along the Western right-of-way of said County Paved Road, a distance of 234.23 feet to the Point of Beginning. The property contains 0.21 acres, more or less and is located in the SE ¼ of the NE ¼ of said Section 2, Township 6 South, Range 17 West. Pearl River County, Mississippi.

SECTION 2. SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this ordinance for any reason beheld invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi code of 1972 as amended.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE MINUTES OF THE MAYOR AND COUNCIL DATED OCTOBER 15, 2002

Motion was made by Council Member Guy, seconded by Council Member Roberson, to approve the minutes of the Mayor and Council dated October 15, 2002 as amended to correct a scrivener's error. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE MINUTES OF THE MAYOR AND COUNCIL DATED OCTOBER 17, 2002

Motion was made by Council Member Roberson, seconded by Council Member Watts, to approve the minutes of the Mayor and Council dated October 17, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER TAX ABATEMENT REQUEST

Motion was made by Council Member Guy, seconded by Council Member Watts, to approve the tax abatement request for Billie G. Edwards for building located at 112 Goodyear Boulevard. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADOPT ANNEXATION ORDINANCE

Motion was made by Council Member Bounds, seconded by Council Member Guy, to adopt the following annexation ordinance and authorize the City Attorney to proceed with annexation process:

ORDINANCE NO._____

AN ORDINANCE ENLARGING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, DEFINING WITH CERTAINTY THE TERRITORY INCLUDED WITHIN THE CORPORATE LIMITS AND DEFINING THE ENTIRE BOUNDARY AS CHANGED BY THIS ORDINANCE, AND DESCRIBING IN GENERAL TERMS THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND DESCRIBING THE MUNICIPAL OR PUBLIC SERVICES WHICH ARE TO BE RENDERED IN THE ANNEXED TERRITORY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSPPI:

SECTION 1. That upon and after this Ordinance takes effect, the Corporate limits of the City of Picayune, Mississippi, shall be enlarged or extended by including therein the adjacent unincorporated territory situated in Pearl River County, Mississippi, described as follows, to-wit:

Beginning at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi,

being the point of beginning, thence East 330 feet; thence South 1320 feet; thence West 330 feet; thence North 1320 feet to the point of beginning, containing 10 acres, more or less, and being a part of the Northeast ¼ of the Northwest ¼ of Section 24, Township 6 South, Range 17 West, Pearl River County, Mississippi.

LESS AND EXCEPT: The following property conveyed to the Mississippi Highway Department:

Beginning at the Northwest corner of the Northeast ¼ of the Northwest ¼ of Section 24, Township 6 south, Range 17 West, Pearl River County, Mississippi; thence run East 330 feet; thence run South 41.5 feet; thence run North 89 degrees 38 minutes West a distance of 281 feet; thence run North 82 degrees, 54 minutes West 51.6 feet; thence run North 30.6 feet to the point of beginning, containing 0.25 acres, more or less, and being a part of the Northeast ¼ of Section 24, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. That upon and after the date when this Ordinance takes effect the corporate limits and boundaries of the City of Picayune, Mississippi, as changed by this Ordinance shall be as follows, to-wit:

Beginning at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 21, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 200 feet, more or less, to the South right-of-way of Jackson Landing Road; thence North 51 degrees 45 minutes East along the South side of said road 3360 feet, more or less, to the West right-of-way of the Pearl River Valley Railroad; thence South along said railroad 3250 feet, more or less, to the South line of Section 21, Township 6 South, Range 17 West; thence East along the South line of Section 21, 473.14 feet; thence South 00 degrees 11 minutes 29 seconds West 346.68 feet; thence East 1481.46 feet; thence 77.43 feet South; thence 2104.6 feet East; thence 424.121 feet North to a point on the South section line of Section 22; thence East along the South line of Section 22 and 23, 7819.2 feet to a point that is 100 feet West of the Southeast corner of said Section 23, which is the East right-of-way of a black-top road; thence Southwesterly along said road 1325 feet, more or less; thence East 220 feet, more or less, to the East section line of Section 26, said Township and Range; thence North 3960.0 feet; thence South 89 degrees 46 minutes 59 seconds East 747.32 feet; thence North 01 degrees 02 minutes 18 seconds West 265.98 feet; thence South 86 degrees 00 minutes 54 seconds West 744.06 feet; thence North 1108.62 feet; thence South 60 degrees 59 minutes 28 seconds East for a distance of 619.45 feet; thence South 29 degrees 00 minutes 32 seconds West for a distance of 145.00 feet; thence South 60 degrees 59 minutes 28 seconds East for a distance of 160.00 feet; thence North 29 degrees 00 minutes 32 seconds East for a distance of 145.00 feet; thence North 28 degrees 51 minutes 05 seconds East for a distance of 484.56 feet; thence South 60 degrees 59 minutes 28 seconds East for a distance of 473.00 feet; thence North for a distance of 180.07 feet, thence East 330.00 feet; thence North 1320.00 feet, more or less, to the North boundary of said Section 24 in said Township and Range; thence East 3595.18 feet, more or less, to the Southeast corner of Section 13 in said Township and Range; thence North along the East line of Section 13 and 12 in said Township and Range 1.73 miles to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 7, Township 6 south, Range 16 West, Pearl River County, Mississippi, thence North 03 degrees 03 minutes 13 seconds West 160.03 feet on and along said section line to an existing iron pipe in a fence on the North right-of-way of Sycamore Road; thence South 84 degrees 23 minutes 53 seconds East 142.20 feet on and along said right-of-way to an existing right-of-way monument on the North right-of-way of Sycamore Road; thence North 88 degrees 23 minutes 18 seconds East 99.81 feet to a right-of-way monument; thence South 83 degrees 49 minutes 22 seconds East 328.55 feet, on and along said right-of-way; thence North 03 degrees 03 minutes 13 seconds West 446.93 feet to an existing iron pipe; thence North 88 degrees 56 minutes 24 seconds West 565 feet to an existing iron pipe on the Westerly right-of-way of a Sycamore Road access road; thence North along said Section 12 in said Township 900 feet, more or less, to the Northeast corner of said

Section 12, Township 6 South, Range 17 West; thence West along the South line of Section 1 to its intersection with the West right-of-way line to Interstate 59; thence in a Northerly direction along the West right-of-way of Interstate 59 to the point where I-59 now intersects the South line of the North half of the Northwest Quarter of Section 6, Township 6 South, Range 16 West, Pearl River County, Mississippi, thence North 88 degrees 30 minutes West along the forty line 574 feet to a point on the East right-of-way boundary of Cooper Road; thence North 00 degrees 46 minutes 53 seconds West to the North section line of Section 6, Township 6 South, Range 16 West; thence West along the North line of said Section 6, Township 6 South, Range 16 West, to the Northeast corner of Section 1, Township 6 South, Range 17 West; thence North 56.2 feet to a point; thence Southwesterly along a curve having an arc length of 83.25 feet and radius of 144.17 feet, a distance of 61.62 feet; thence North 89 degrees 42 minutes West 1497.87 feet; thence South 42 degrees 42 minutes 49 seconds East 68.38 feet to the North line of Section 1, Township 6 South, Range 17 West; thence West along the North boundaries of Section 1 and Section 2, Township 6 South, Range 17 West, to the Western boundary of the right-of-way for U.S. Highway 11, thence South 8 degrees 26 minutes 37 seconds West 1334.27 feet along said right-of-way; thence West along the North boundaries of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 17 West, to the intersection of the Eastern boundary of the right-of-way for the N.O. and N.E. (Southern) Railroad; thence Southwesterly along said right-of-way to the North line of Section 11, Township 6 South, Range 17 West; thence West along the North line of said Section 11 to the Northwest corner of said Section 11; thence South ½ miles, more or less, to the South bank of Hobolochitto Creek; thence follow the meandering of said creek in a Westerly direction to where the West line of the East ¾ of Section 9 in Township and Range (Township 6 South, Range 17 West) intersects same; thence South along the West line of the East ¾ of Sections 9, 16 and 21 in said Township and Range, 2 and 1/8 miles to the Northeast corner of the South half of the Northwest Quarter of the Northwest Quarter of Section 21, Township 6 South, Range 17 West; thence West ¼ mile to the West line of said Section 21; thence south 5/8 of a mile to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 21; thence East ¼ mile to the place of beginning.

SECTION 3. The City of Picayune, Mississippi, shall offer immediately the following municipal services in said annexed territory upon the effective date of this Ordinance, to-wit; municipal police and fire protection; animal control; refuse collection; measures for the control of mosquitoes and other harmful insects; water and sewer services; use of and inclusion of park and recreational programs at the same rates as those within the City of Picayune, Mississippi; and the protection of public health, safety and welfare afforded by the application and enforcement of Ordinances, Codes and Regulation of the City of Picayune, Mississippi.

SECTION 4. This Ordinance shall take effect ten (10) days from date of the Judgment signed by the Chancellor approving the same, as provided by Section 21-1-33, Mississippi Code of 1972, as amended, or otherwise as authorized by law.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None
The motion was declared carried.

CONSIDER REQUEST TO SUBMIT A COMMUNITY DEVELOMENT BLOCK GRANT APPLICATION WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the submission of a Community Development Block Grant application with the Mississippi Development Authority and authorize the Mayor to sign the following:

STATE OF MISSISSIPPI
CITY OF PICAYUNE

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A COMMUNITY DEVELOPMENT BLOCK GRANT WITH THE STATE OF MISSISSIPPI UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF *1974, AS AMENDED THROUGH THE HOUSING AND COMMUNITY* DEVELOPMENT ACT AMENDMENTS OF 1981, PUBLIC LAW 97-35 AND AUTHORIZE THE MAYOR OF THE CITY OF PICAYUNE, MISSISSIPPI TO SIGN A GRANT AGREEMENT WITH THE STATE OF MISSISSIPPI SHOULD GRANT FUNDS BE AWARDED

WHEREAS, the State of Mississippi, under the Housing and Community Development Amendment of 1981, Public Law 97-35, has accepted the responsibility for administering the State's FY 2003 allocation of Community Development Block Grant Funds, and

WHEREAS, the State of Mississippi will grant funds to eligible cities and counties on a competitive basis; and

WHEREAS, the City of Picayune desires to obtain FY 2003, funds for the purpose of using said fund for the betterment of Picayune and attainment of National Policy Objectives as described in Housing and Community Development Act of 1974, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:

1. That, Gregory Mitchell, the Mayor of the City of Picayune is authorized to execute and file an application for Mississippi Community Development Block Grant Funds on behalf of Picayune, Mississippi with the State of Mississippi.
2. That, Gregory Mitchell is authorized to furnish on behalf of the City such additional information as the State of Mississippi may require in connection with the application.
3. That should grant funds be awarded, Gregory Mitchell, is hereby authorized to execute the agreement with the State of Mississippi on behalf of the City of Picayune, Mississippi.

This the 5th day of November, 2002.

_____
Gregory Mitchell, Mayor

ATTEST:

_____
Nicole Dagnall, City Clerk

RESOLUTION COMMITTING LOCAL FUNDS TO MATCH 2003 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, the Mayor and City Council of the City of Picayune has authorized preparation and submittal of an application for 2003 Community Development Block Grant funds from the Mississippi Development Authority; and

WHEREAS, the application will request grant funds to assist the City in its efforts to improve Wastewater Transportation Systems in low and moderate income areas; and

WHEREAS, said sewer improvements will eliminate infiltration/inflow in said low and moderate areas; and

WHEREAS, the likelihood of fund approval of the City of Picayune's application for CDBG funds will be greatly enhanced if the City matches the CDBG funds; and

WHEREAS, the CDBG application will request $111,200 CDBG funds and at least $70,500 in local funds be provided to match CDBG funds; and

WHEREAS, the Mayor and City Council of the City of Picayune deems it to be in the best interest of the citizens of the City of Picayune to seek said CDBG funds to help to eliminate sewer problems in many areas of the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Picayune that:

1. The City hereby commits to provide at least $70,500 used to match 2003 CDBG funds requested for sewer improvements if the application for CDBG funds is approved.
2. The City's "match" shall include cash in the amount of $50,000 and in-kind Administration in an amount of at least $20,500.

SO RESOLVED AND ORDERED, on this the 5th day of November, 2002.

Gregory Mitchell, Mayor

ATTEST:

Nicole Dagnall, City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SUBMIT AN APPLICATION WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the submission of an application with the U.S. Environmental Protection Agency for the City's FY 2000, 2001, and 2002 Special Projects and Programs Allotments:

STATE OF MISSISSIPPI
CITY OF PICAYUNE

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR A SPECIAL PROJECTS AND PROGRAMS GRANT WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY UNDER EPA'S APPROPRIATIONS ACTS AND AUTHORIZE THE MAYOR OF THE CITY OF PICAYUNE, MISSISSIPPI TO SIGN A GRANT APPLICATION AND A GRANT AGREEMENT WITH EPA WHEN APPROPRIATE

WHEREAS, the U.S. Environmental Protection Agency has allotted SPAP funds for the City of Picayune, thusly, $950,000 (FY 2000), $1,500,000 (FY 2001), $567,500 (FY 2002) totaling $2,922,000 for water and wastewater infrastructure improvements; and

WHEREAS, EPA recommends that the City submit one grant application for the entire allotment of $2,922,000 with a local match of $2,390, 727 (45%) for a total project of $5,312,727; and

WHEREAS, EPA will reimburse the City for its facility planning at 100%, estimated cost $359,000; and

WHEREAS, upon completion of the facilities plan, the City may resubmit a request to waiver the local match requirements for the entire project and, if approved the grant will be amended;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI;

1. That, Gregory Mitchell, the Mayor of the City of Picayune is authorized to execute and file an application for Special Projects and Programs Funds on behalf of Picayune, Mississippi with the U.S. Environmental Protection Agency.
2. That, Gregory Mitchell is authorized to furnish on behalf of the City such additional information as the U.S. Environmental Protection Agency may require in connection with the application.
3. When appropriate, Gregory Mitchell is hereby authorized to execute the agreement with the U.S. Environmental Protection Agency on behalf of the City of Picayune, Mississippi.

This the 5th day of November, 2002.

_____
Gregory Mitchell, Mayor

ATTEST:

_____
Nicole Dagnall, City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO AUTHORIZE THE CITY ATTORNEY TO BEGIN WORK ON OWNERSHIP OF LAND ON EAST CANAL FOR PARK

Motion was made by Council Member Guy, seconded by Council Member Bounds, to authorize the City Attorney to begin work on ownership of land on East Canal for park. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

REGULAR MEETING DATED NOVEMBER 5, 2002

ORDER TO ENTER CLOSED SESSION TO DETERMINE THE NEED FOR AN EXECTUIVE SESSION

Motion was made by Council Member Roberson, seconded by Council Member Watts, to close the meeting to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of potential litigation in regard to Ponderosa Property Owners Association.

At this time Council Member Roberson and City Manager J.P.Burns, Jr. left meeting

ORDER TO ACCEPT HEIRSHIP FROM MILLBROOK GOLF AND COUNTRY CLUB

Motion was made by Council Member Bounds, seconded by Council Member Watts to accept heirship from Millbrook Golf and Country Club of the golf course. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Roberson

The motion was declared carried.

ORDER TO RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Council Member Guy, seconded by Council Member Bounds, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council voted to accept heirship of Millbrook Golf and Country Club of the golf course. They also discussed a matter of potential litigation in regard to Ponderosa Property Owners Association and took no action.

ORDER TO ADJOURN

Motion was made by Council Member Guy, seconded by Council Member Parker to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Parker, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Roberson

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford

Brenda Ford, Deputy City Clerk

November 19, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, November 19, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Jr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Rev. Bill Galloway, Central Baptist Church, followed by the Pledge of Allegiance led by Council Member Guy.

ORDER TO APPROVE MINUTES OF THE MAYOR AND CITY COUNCIL

Motion was made by Council Member Guy, seconded by Council Member Bounds, to approve the minutes of the Mayor and City Council dated November 5, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Guy, seconded by Council Member Bounds, to approve the issuance of the following manual checks:

Center Point Energy Gas Resources	Utility	$ 17,298.00
Gulfsouth Pipeline Co.	Utility	$ 7,710.83
UMC	Utility	$ 637.52
Webster Electric Co., Inc.	Airport	$ 3,026.70

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Guy, seconded by Council Member Bounds, to acknowledge receipt of the Public Records Request Report for the months of September and October 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PRIVILEGE LICENSE REPORT

Motion was made by Council Member Guy, seconded by Council Member Bounds, to acknowledge receipt of the Privilege License Report for the month of October 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF BUDGET REPORTS

Motion was made by Council Member Guy, seconded by Council Member Bounds, to acknowledge receipt of the monthly Budget Reports for the month of October 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE RETIREMENT DEVELOPMENT ACTIVITIES REPORT

Motion was made by Council Member Guy, seconded by Council Member Bounds, to acknowledge receipt of the Retirement Development Activities Report for the month of October 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Motion was made by Council Member Guy, seconded by Council Member Bounds, to void the 2002 tax sale for 2000 taxes in the name of John K. Fendley, due to double assessment on parcel # 617-933-000-00-036-01. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Motion was made by Council Member Guy, seconded by Council Member Bounds, to void the 2002 tax sale in the name of Belles Collines Farms due to reduction by Pearl River County on parcel # 418-101-000-00-001-09. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 301 DOZIER STREET

Motion was made by Council Member Guy, seconded by Council Member Bounds, to set January 21, 2003 at 6:00 p.m. as the date and time for a public hearing on property cleanup located at 301 Dozier Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 116 MOODY STREET

Motion was made by Council Member Guy, seconded by Council Member Bounds, to set January 21, 2003 at 6:00 p.m. as the date and time for a public hearing on property cleanup located at 116 Moody Street. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP AT 606 CHARLOTTE DRIVE

Motion was made by Council Member Guy, seconded by Council Member Bounds, to set January 21, 2002 at 6:00 p.m. as the date and time for a public hearing on property cleanup located at 606 Charlotte Drive. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SET DATE FOR PUBLIC HEARING ON PROPERTY CLEANUP AT 121 WEST SYCAMORE ROAD

Motion was made by Council Member Guy, seconded by Council Member Bounds, to set January 21, 2003 at 6:00 p.m. as the date and time for a public hearing on property cleanup located at 121 West Sycamore Road. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO WAIVE FEE

Motion was made by Council Member Guy, seconded by Council Member Watts, to authorize the waiver of fees for the Girl Scouts of Pearl River County to use the facility at Friendship Park on December 14, 2002 from 5:00 p.m. to 8:00 p.m. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE CITY MANAGER TO WRITE A LETTER OF ENDORSEMENT

Motion was made by Council Member Guy, seconded by Council Member Roberson, to authorize the City Manager to write a letter of endorsement, on behalf of the Mayor and City Council to the Board of Supervisors in support of county wide building codes. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH CRI COMPUTERS

Motion was made by Council Member Guy, seconded by Council Member Parker, to authorize the Mayor to sign the following contract with CRI Computers for Web Design and Maintenance:

I. Description of Services

A. **Domain Name Registration & Site Hosting** – The registration process will secure the web address www.picayune.ms.us, www.picayune.ms, or other. This address will be owned by the City of Picayune.

B. **Web Site Design** – CRI Computers agrees to design a web site for business/organization, based on the following specifications.

Advanced $2500 – The Advanced web package includes thirty web pages, one custom form, graphic page headers on every page, graphic

navigation, and image mapping, up to five custom graphics, up to five scanned images, editing of your supplied logo or title graphic, and basic graphics (backgrounds, sidebars, bullets). Additional items can be added at your request with fees based on work performed at the rate of $50.00 per hours.

Custom Graphic Design/Multimedia Design - $35 per hour – We also offer custom graphic design and multimedia design services. We use the following programs to custom design your graphic and multimedia needs: Bryce, Poser, Painter3d, Microsoft PhotoDraw, Microsoft Image Composer, Adobe PhotoShop, Jasc Paint Shop Pro. Our design professionals can create custom graphics, logos, navigational buttons, image maps, and interactive multimedia presentations and applications for web use.

Web Site Advertising – Advertising Banners and box ads can be added to the site as per your request. These ads can be located on various pages and there will be an initial fee of $100 per ad design and placement. Moreover, 10% of all revenues from advertising paid to the City as a direct result of web site ads will be paid to CRI Computers.

C. **Site Maintenance** – CRI Computers agrees to perform maintenance for your web site including updates, revisions, or corrections on a monthly basis. For a monthly fee of $50, paid to CRI Computers, CRI Computers agrees to maintain your website and provide changes as needed for up to 1 hour of site maintenance per month. If more maintenance is desired, additional hours will be charged at $50 per hour in increments of 15 minutes. This fee will be paid every month for as long as CRI Computers maintains your site. A one-year minimum contract agreement, paid in advance, is required.

II. Terms of Payment

A. **Domain Registration** – A one-time fee of $55, paid to CRI Computers, will cover the administrative fees for registration. A yearly fee for Domain Name expenses will be based on name selection and duration of name reservation. Domain name charges will be billed at cost only.

B. **Site Hosting** –

i. A yearly fee of $300, paid to CRI Computers, will cover the hosting charges for your web site. This fee must be prepaid for one year and renewal years must be paid within 30 days of expiration. Additional hosting requests, such as additional web space over 250 MB, shopping carts, message boards, etc., can be added at additional charges.

C. **Web Site Design** – A one-time fee of $2500, paid to CRI Computers, will cover all charges in the initial design of your web site. A deposit of 50% is required to begin design. The balance must be paid upon completion of the design and construction process. All initial advertising fees of $100 for banner ads and box design and placement must be prepaid to CRI Computers. Monthly advertising fees will be paid to the City of Picayune. Payment of the 10% monthly advertising fees will be paid to CRI Computers with 30 days of payment by advertiser to the City of Picayune.

D. **Site Maintenance**

i. For a monthly fee of $50, paid to CRI Computers, CRI Computers agrees to maintain your website and provide changes as needed for up to 1 hour of site maintenance per month. If more maintenance is desired, additional hours will be charged at $50 per hour in increments of 15 minutes. This fee will be paid every month for as long as CRI Computers maintains your site.

ii. A one-year minimum contract agreement is required.

iii. Additional pages, graphic design, or changes other than standard updates, revisions or corrections will require additional payment to be determined, as these additional services are needed.

III. Obligations of CRI Computers

A. **Domain Registration & Site Hosting** – CRI Computes agrees to complete all necessary paperwork for the domain registration and hosting process for the domain www.picayune.ms.us or www.picayune.ms., or other.

B. **Web Site Design** – CRI Computers will determine the method, details, and means of constructing the web sit. CRI Computers agrees to allow final approval, by you, of the design prior to publishing.

C. **Site Maintenance** – CRI Computers agrees to perform maintenance, as agreed upon in Section II, in a reasonable amount of time.

D. **Changes in Services** – Any proposed changes to the services listed herein, will not be assigned without a written agreement between CRI Computers and your company/organization.

IV. Obligations of Business/Organization

A. **Content** – You agree to provide the content for your site.

i. You must provide any images, photographs, or graphics you would like included on your site. If you do not own any of the aforementioned items, they can be designed or obtained for you by CRI Computers at additional costs.

ii. You must provide any written text that you would like included in the body of the site.

B. **Design Creation & Approval** – You agree to offer ideas for the design of your site upon reasonable request from CRI Computers. Upon presentation of your site, you agree to approve the design or offer suggestions of changes/revisions to the design.

C. **Site Maintenance** – Any changes throughout the month should be submitted to CRI Computers in a timely fashion.

D. **Changes in Services** – Any proposed changes to the services listed herein, will not be assigned without a written agreement between CRI Computers and your company/organization.

I, the undersigned, by affixing my signature hereto, attest that I have read and fully understand the terms expressed in this contract and agreement, and that by affixing my signature hereto, I agree to abide by said agreement to the best of my abilities.

City of Picayune Representative_____
CRI Computers Representative_____
Dated_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO SURPLUS PROPERTY

Motion was made by Council Member Guy, seconded by Council Member Bounds, to surplus the following property

Inv. Tag #	Description	Serial #
02200	Remington 12 Gauge Wingmaster Pump Police Shotgun	S339401V
02198	Remington 12 Gauge Wingmaster Pump Police Shotgun	S344330V

00348	Remington 12 Gauge Wingmaster Pump Police Shotgun	S339124V
02202	Remington 12 Gauge Wingmaster Pump Police Shotgun	S339339V
02199	Remington 12 Gauge Wingmaster Pump Police Shotgun	S421353V
02236	Remington 12 Gauge Wingmaster Pump Police Shotgun	S339394V
02146	Remington 12 Gauge Wingmaster Pump Police Shotgun	S339280V

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT LOW BID FROM MISSISSIPPI POLICE SUPPLY CO., INC.

Motion was made by Council Member Watts, seconded by Council Member Guy, to accept the low bid from Mississippi Police Supply Co., Inc. for the purchase of 7 new shotguns and the trade-in of 7 surplus shotguns in the amount of $938.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF PLANNING COMMISSION MINUTES

Motion was made by Council Member Watts, seconded by Council Member Roberson, to acknowledge receipt of the Planning Commission minutes dated November 12, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Council Member Parker seconded by Council Member Guy, to accept the minutes of the Planning Commission dated October 8, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CONDITIONAL USE

Motion was made by Council Member Bounds, seconded by Council Member Guy, to follow the recommendation of the Planning Commission and approve the conditional use of property located at 4102 Highway 11 North for an auto and tire repair center. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE THE PRELIMINARY PLAN FOR THE WOODS VIII

Motion was made by Council Member Bounds, seconded by Council Member Parker, to follow the recommendation of the Planning Commission to approve the preliminary plan for the Woods VIII Subdivision. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy and Bounds

VOTING NAY: Council Members Roberson and Watts

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN THE FEDERAL ANNUAL CERTIFICATION REPORT

Motion was made by Council Member Roberson, seconded by Council Member Bounds, to authorize the Mayor to sign the Federal Annual Certification Report. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Council Member Bounds, seconded by Council Member Parker, to advertise the resources of the city by assisting the Pearl River County Fire Fighters Emergency Services Banquet in the amount of $250 and the issuance of a manual check. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #6 FOR WATER, SANITARY, SEWER AND GAS IMPROVEMENTS

Motion was made by Council Member Guy, seconded by Council Member Watts, to approve change order #6 for the Water, Sanitary, Sewer and Gas Improvements with Kanduit Construction, Inc. for the Picayune Municipal Airport in the amount of $7,546.42 making the new contract amount $805,339.46. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: 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 Roberson, seconded by Council Member Bounds, to close the meeting to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a potential contractual matter with Thurman Consulting and Development Corp.

At this time Council Member Parker left meeting.

ORDER TO RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Council Member Guy, seconded by Council Member Bounds, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed a potential contractual matter with Thurman Consulting and Development Corp. and took no action.

ORDER TO RECESS

Motion was made by Council Member Guy, seconded by Council Member Bounds, to recess until Tuesday, November 26, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Watts, Guy and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Parker

The motion was declared carried.

REGULAR MEETING DATED NOVEMBER 19, 2002

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

November 26, 2002

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, were scheduled to meet in the Courtroom of the Criminal Justice Center in said City, Tuesday, November 26, 2002 at 6:00 p.m. in regular session with the Picayune Municipal School Board. Because the school board could not meet, no meeting was held.

Greg Mitchell, Mayor

ATTEST:

Brenda Ford, Deputy City Clerk

December 3, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, December 3, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Jr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Jim Luke.

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

Opening Prayer was given by Josh Daffrin from First Baptist Church, followed by the Pledge of Allegiance led by Council Member Roberson.

ORDER TO DELETE ITEM FROM CONSENT AGENDA

Motion was made by Council Member Bounds, seconded by Council Member Roberson to delete request to advertise the resources of the city for the 2002 Powerade Holiday Prep Classic Basketball Tournament. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE MINUTES OF THE MAYOR AND CITY COUNCIL

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to approve the minutes of the Mayor and City Council dated November 19, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to approve the issuance of the following manual checks:

City of Picayune, General Fund	Utility	NTE	$ 52,000.00
Ms. State Tax Commission	Utility	NTE	$ 6,000.00
MWPCOA	Utility		$ 45.00

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Council Member Bounds, seconded by Council Member Roberson, advertise the resources of the city by purchasing a half page ad in the Picayune Touchdown Club program in the amount of $200 and to authorize the Mayor to sign a manual check for same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO AUTHORIZE THE MAYOR TO SIGN A QUITCLAIM DEED

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to authorize the Mayor to sign a quitclaim deed in the name of J. Adriel Poche' to correct previous deed, parcel # 617-521-002-03-002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO AUTHORIZE THE MAYOR TO SIGN A QUITCLAIM DEED

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to authorize the Mayor to sign a quitclaim deed in the name of Charles E. Shealy to Sherry Marshall, parcel # 617-623-001-03-021-00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Guy, seconded by Council Member Parker, to approve the docket for the month of November 2002 in the amount of $ 414,730.80. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to advertise the resources of the city by issuing a $500 check to the 2002 Powerade Holiday Prep Classic Basketball Tournament to be held in Las Vegas, Nevada and to authorize the Mayor to sign a manual check for same. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF PICAYUNE ON STAGE

Mayor and City Council assured Picayune on Stage that their organization was very much an important part of the community and every consideration would be taken into account with the upgrading of Friendship Park. No action was taken.

CONSIDER REQUEST TO SOLICIT PROPOSALS

Motion was made by Council Member Roberson, seconded by Council Member Watts, to authorize the Purchasing Agent to solicit proposals for the construction project for work at Friendship Park. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT THE FY2002 LOCAL LAW ENFORCEMENT BLOCK GRANT AWARD

Motion was made by Council Member Bounds, seconded by Council Member Guy to accept the FY 2002 Local Law Enforcement Block Grant award in the amount of $7,187 and approve the matching funds of $799. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER BID AWARD FOR THE SALE OF SURPLUS PROPERTY

Motion was made by Council Member Guy, seconded by Council Member Parker, to award bid to Jackie Whitehead for North two-thirds of Lot 2, Block 28 of the J.W. Simmon's Second Addition in the amount of $5,000. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN DEED FOR SALE OF SURPLUS PROPERTY

Motion was made by Council Member Guy, seconded by Council Member Parker to authorize the Mayor to sign the deed to Jackie Whitehead for the sale of North two-thirds of Lot 2, Block 28 of the J.W. Simmons's Second Addition in the amount of $ 5,000.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT THE EDA CHEVRON CONSTRUCTION CONTRACTS AS COMPLETE

Motion was made by Council Member Guy, seconded by Council Member Watts to accept the following EDA Chevron Project Sitework Improvements and Infrastructure Improvements Contracts at the Picayune Municipal Airport as complete:

Greenbrier's Pump Station Rehab
Walters Sitework Improvements
Talley's Sitework Improvements
Kanduit's Water, Sewer and Gas

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE THE MAYOR TO SIGN T-HANGAR LEASE AGREEMENT

Motion was made by Council Member Roberson, seconded by Council Member Bounds, to authorize the Mayor to sign the following T-Hangar Lease Agreement:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-HANGAR LEASE AGREEMENT made and entered into this, the 3rd day of December 2002, by and between the City of Picayune, hereinafter referred to as "Lessor" and Marty McGrath, hereinafter referred to as the "Lessee", WITNESSETH:

For and in consideration of the rents, covenants and agreements hereinafter contained Lessor does hereby rent and lease unto Lessee the following:

1. **PREMISES**

Lessor does hereby lease and let to Lessee T-Hangar No. 15 located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERM**

The term of this Agreement shall be month-to-month, with the term to begin on the 3rd day of December 2002, and continue thereafter each month until either party gives notice of termination or default by Lessee. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party of its intent to terminate this Agreement, regardless of breach or compliance of either party.

3. **RENT**

Lessee shall pay, as rent for the use of the described Hangar, the amount of $175.00 per month, in advance on the first day of each month, and said rent shall be payable by mail to the Picayune Municipal Airport, 203 Goodyear Boulevard, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Rent may be changed from time to time by lessor upon thirty (30) days written notice to Lessee.

4. **REPAIR AND MAINTENANCE**

Lessor shall be responsible for timely repairs, replacements and maintenance of the building structure, foundation, exterior walls, and roof. Lessee shall be responsible and liable for any damage to the hangar caused by Lessee's use of the hangar, including but not limited to, bent or broken interior walls, damage to floors due to fuel and oil spillage, door damage due to the Lessee's improper or negligent operation. No alterations, modifications or additions to the hangar shall be made by Lessee without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar hereby leased shall be used only for the storage of aircraft owned or leased by Lessee. No maintenance of the stored aircraft shall be conducted in the Hangar except such minor maintenance as would normally be performed by an aircraft owner without the benefit of an aircraft mechanic. Lessee further agrees that no commercial aviation activities shall be conducted at the Picayune Municipal Airport without the express written permission of the Lessor. Commercial Aviation activities include, but are not limited to aircraft rental, charter, aircraft leasing, flight instruction, aerial survey and aerial photography, etc. The storage of fuel or other flammable materials in the Hangar is strictly prohibited. The Lessee shall not engage in any illegal activity and shall abide by all Federal, State, and FAA regulations and the City of Picayune Airport Minimum Standards and Rules and Regulations.

6. **INDEMNIFICATION**

Lessee shall keep, protect and save harmless, Lessor from any loss, cost, claim, judgment or expense of any sort or nature, and from any liability to any person, on account of any injury, damage or death to any person, or property arising out of any use of the leased premises by Lessee, its agents, or any other party or person acting under the direction or control of Lessee.

7. **INSPECTION**

The Lessor may enter the leased Hangar at reasonable times to inspect the premises.

8. **SECURITY**

Lessee agrees to abide by and cooperate with Lessor in the enforcement and implementation of all airport security regulations. Security of the Hangar shall be the responsibility of Lessee. Lessee agrees to provide Lessor with a key to any lock or locking device used to secure the Hangar. Lessor agrees that the key will be used only in case of emergency or for inspection of the premises.

9. **UTILITIES**

At its own expense, Lessee shall be responsible for the connection of electric services for the Hangar. Lessee shall pay as the same becomes due directly to the electricity provider. Failure to pay for such utilities will be considered a default under the terms of this lease. Lessee

shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of drop lights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

Lessor will provide basic water and sewer services to the hangar.

10. **HAZARDOUS SUBSTANCES**

Lessee shall not cause or permit any Hazardous Substances to be brought upon, kept or used in, on or about the hangar by Lessee, its agents or invitees, and Lessee, by execution of this Lease, covenants, warrants and represents to Lessor that it will keep the lease premises free from any and all unlawful contamination with hazardous substances and that it will hold Lessor harmless from any loss or damage with respect thereto and that Lessee will be solely responsible for any and all costs and expenses incurred for remediation in the event the same is required. Violation of this provision shall mean immediate termination of this Lease, which said termination shall not relieve the Lessee from its liability hereunder.

11. **SUBLEASE/ASSIGNMENT**

Lessee shall not have the right to sublet the T-Hangar leased under this agreement, nor shall the Lessee have the right to assign this Lease without the express written consent of the Lessor. Storage of aircraft not belonging to or leased by the Lessee shall be construed as a sublease, and unless approved by the Lessor, shall be grounds for termination of this Lease.

12. **DEFAULT**

In the event Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof, or if Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof, then the Lessor shall have the right to take complete possession of the leased premises, to declare the term of this Lease ended, and remove any of the Lessee's personal effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

13. **FORCE MAJEURE**

In the event of a natural disaster or other unforeseen event including, but not limited to, flooding, major wind or storm damage or fire, Lessor may, at its option and with or without notice, terminate this Lease.

14. **INSURANCE**

Lessee agrees to be responsible for maintaining liability insurance in an amount not less than $100,000.00 during the term of this Lease. Lessee shall deliver to Lessor an annual certificate demonstrating that insurance is paid and copies of the insurance policy issued by the insurance company. Lessor will be named as an insured and loss payee under the policy.

Lessee is solely responsible for maintaining insurance coverage on the contents of the T-Hangar.

15. **SURRENDER OF PREMISES**

Upon expiration of this Agreement for any reason, Lessee shall peacefully surrender and deliver possession of the leased premises to Lessor in as good condition and repair as at the inception of this Agreement, normal wear and tear excepted.

16. **NOTICES**

Should any notices be required to be given to the respective parties, the notice shall be given in writing by registered or certified mail at the following addresses or at such other addresses as may be substituted by subsequent notices to-wit:

As to Lessor: Airport Manager
Picayune Municipal Airport
203 Goodyear Boulevard
Picayune, MS 39466

As to Lessee: Marty McGrath
105 Pine Burr Road
Carriere, MS 39426
Ph: (601) 798-9530

WITNESS the signatures of the parties hereto, this the _____day of

_____, _____.

LESSOR: CITY OF PICAYUNE

BY: _____
Greg Mitchell, Mayor

ATTEST:

_____
Brenda Ford, Deputy City Clerk

LESSEE:_____

WITNESS:

_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE BUDGET AMENDMENT #1 FOR YEAR ENDING SEPTEMBER 30, 2003

Motion was made by Council Member Guy, seconded by Council Member Bounds, to approve budget amendment #1 for year ending September 30, 2003 as follows:

CITY OF PICAYUNE – GENERAL FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

	2002-2003 BUDGET	AMEND #1
REVENUES:		
LICENSE & PERMITS	375,000	375,000
INTERGOVERNMENTAL REVENUES	3,112,000	3,252,651
CHARGES FOR SERVICES	606,000	606,000
FINES & FORFEITS	340,000	340,000
MISCELLANEOUS	12,000	12,000
TRANSFERS IN	1,840,000	350,000
INTEREST INCOME	41,000	41,000
NON-REVENUE RECEIPTS	-0-	100
TOTAL FROM ALL SOURCES, OTHER THAN TAXES	6,326,000	4,976,751
BEGINNING CASH	2,052,409	3,599,499

TOTAL RECEIPTS OTHERS THAN AD VALOREM TAX	8,378,409	8,576,250
AMOUNT TO BE RAISED BY AD VALOREM TAX	1,489,000	1,489,000
TOTAL FROM ALL SOURCES	9,867,409	10,065,250

EXPENSES:

GENERAL GOVERNMENT		
PERSONNEL	903,642	903,642
SUPPLIES	35,850	35,850
OTHER SERVICES & CHARGES	471,300	481,300
CAPITAL OUTLAYS	73,000	73,000
TOTAL	1,483,792	1,493,792
PUBLIC SAFETY – POLICE		
PERSONNEL	1,664,697	1,664,697
SUPPLIES	143,525	143,525
OTHER SERVICES & CHARGES	178,150	178,150
CAPITAL OUTLAYS	136,800	136,800
TOTAL	2,123,172	2,123,172
PUBLIC SAFETY – FIRE		
PERSONNEL	1,272,858	1,272,858
SUPPLIES	56,750	56,850
OTHER SERVICES & CHARGES	62,900	67,850
CAPITAL OUTLAYS	597,500	597,500
TOTAL	1,990,008	1,995,058
PUBLIC WORKS		
PERSONNEL	851,354	851,354
SUPPLIES	261,100	261,100
OTHER SERVICES & CHARGES	855,250	855,250
CAPITAL OUTLAYS	742,075	882,726
TOTAL	2,709,779	2,850,430
CULTURE & RECREATION		
PERSONNEL	-0-	-0-
SUPPLIES	2,300	2,300
OTHER SERVICES & CHARGES	10,000	10,000
CAPITAL OUTLAYS	12,000	12,000
TOTAL	24,300	24,300
COST OF LIVING RAISES	234,000	234,000
AID TO OTHER GOVERNMENTS	45,425	45,425
TRANSFERS OUT	372,800	373,599
ENDING CASH BALANCE	884,133	925,474
TOTAL EXPENDITURES & ENDING CASH BALANCE	9,867,409	10,065,250

CITY OF PICAYUNE
SPECIAL POLICE DRUG FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:

RESTITUTION	6,000	6,000

FORFEITURES & SEIZURES	18,000	18,000
INTEREST INCOME	2,000	2,000
TOTAL REVENUES	26,000	26,000
BEGINNING CASH	109,654	114,884
TOTAL FROM ALL SOURCES	135,654	140,884
EXPENSES:		
CAPITAL OUTLAYS	10,000	10,000
ENDING CASH BALANCE	125,654	130,884
TOTAL EXPENSES & ENDING CASH BALANCE	135,654	140,884

CITY OF PICAYUNE
CDBG WESTSIDE REDEVELOPMENT
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
INTEREST INCOME	500	500
SALE OF LOTS	25,000	25,000
TOTAL REVENUES	25,500	25,500
BEGINNING CASH	25,879	46,154
TOTAL FROM ALL SOURCES	51,379	71,654
EXPENSES:		
OTHER SERVICES	500	500
CAPITAL OUTLAYS	-0-	-0-
ENDING CASH BALANCE	50,879	71,154
TOTAL EXPENSES & ENDING CASH BALANCE	51,379	71,654

CITY OF PICAYUNE
FED LAW ENF BLK GRANT VI
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
GRANT REVENUE	-0-	-0-
TRANSFER IN FROM GENERAL	-0-	-0-
INTEREST INCOME	-0-	-0-
TOTAL REVENUES	-0-	-0-
BEGINNING CASH	-0-	828
TOTAL FROM ALL SOURCES	-0-	828
EXPENSES:		
SUPPLIES	-0-	-0-
OTHER SERVICES	-0-	-0-

CAPITAL OUTLAYS	-0-	828
ENDING CASH BALANCE	-0-	-0-
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	828

CITY OF PICAYUNE
FED LAW ENF BLK GRANT V
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
GRANT REVENUE	-0-	-0-
TRANSFER IN FROM GENERAL	-0-	-0-
INTEREST INCOME	-0-	-0-
TOTAL REVENUES	-0-	-0-
BEGINNING CASH	-0-	1,665
TOTAL FROM ALL SOURCES	-0-	1,665
EXPENSES:		
SUPPLIES	-0-	-0-
OTHER SERVICES	-0-	-0-
CAPITAL OUTLAYS	-0-	1,665
ENDING CASH BALANCE	-0-	-0-
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	1,665

CITY OF PICAYUNE – CDBG DRAINAGE FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
TRANSFER IN	-0-	-0-
INTEREST INCOME	-0-	-0-
TOTAL REVENUES	-0-	-0-
BEGINNING CASH	-0-	22,053
TOTAL FROM ALL SOURCES	-0-	22,053
EXPENSES:		
OTHER SERVICES & CHARGES	-0-	-0-
ENDING CASH BALANCE	-0-	22,053
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	22,053

CITY OF PICAYUNE
UDAG MAJESTIC INN
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
RENTAL PAYMENTS	28,394	28,394
INTEREST INCOME	2,500	2,500
TOTAL REVENUES	30,894	30,894
BEGINNING CASH	75,660	114,451
TOTAL FROM ALL SOURCES	106,554	145,345
EXPENSES:		
CAPITAL OUTLAYS	-0-	-0-
TRANSFER TO AIRPORT	-0-	61,747
ENDING CASH BALANCE	106,554	83,598
TOTAL EXPENSES & ENDING CASH BALANCE	106,554	145,345

CITY OF PICAYUNE
TOBACCO GRANT
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
GRANT REVENUE	-0-	-0-
INTEREST INCOME	-0-	-0-
TOTAL REVENUES	-0-	-0-
BEGINNING CASH	-0-	7,604
TOTAL FROM ALL SOURCES	-0-	7,604
EXPENSES:		
SUPPLIES	-0-	-0-
OTHER SERVICES	-0-	604
CAPITAL OUTLAYS	-0-	7,000
ENDING CASH BALANCE	-0-	-0-
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	7,604

CITY OF PICAYUNE
ECONOMIC DEVELOMENT FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
SALES TAX REVENUE	240,000	240,000
INTEREST INCOME	13,200	13,200
RENT	3,750	3,750
TOTAL REVENUES	256,950	256,950
BEGINNING CASH	653,328	701,557
TOTAL FROM ALL SOURCES	910,278	958,507

EXPENSES:		
SUPPORT TO OTHER ORGAN.	10,000	10,000
OTHER SERVICES	-0-	-0-
CAPITAL OUTLAYS	-0-	-0-
ENDING CASH BALANCE	900,278	948,507
TOTAL EXPENSES & ENDING CASH BALANCE	910,278	958,507

CITYOF PICAYUNE
FED LAW ENF BLK GRANT VII
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
GRANT REVENUE	-0-	7,187
TRANSFER IN FROM GENERAL	-0-	799
INTEREST INCOME	-0-	-0-
TOTAL REVENUES	-0-	7,986
BEGINNING CASH	-0-	-0-
TOTAL FROM ALL SOURCES	-0-	7,986
EXPENSES:		
SUPPLIES	-0-	-0-
OTHER SERVICES	-0-	-0-
CAPITAL OUTLAYS	-0-	7,986
ENDING CASH BALANCE	-0-	-0-
TOTAL EXPENSES & ENDING CASH BALANCE	-0-	7,986

CITY OF PICAYUNE
WALMART FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
SALES TAX REVENUE	123,225	123,225
INTEREST INCOME	3,500	3,500
TOTAL REVENUES	126,725	126,725
BEGINNING CASH	73,095	104,446
TOTAL FROM ALL SOURCES	199,820	231,171
EXPENSES:		
TRANSFER TO LTD	118,500	118,500
ENDING CASH BALANCE	81,320	112,671
TOTAL EXPENSES & ENDING CASH BALANCE	199,820	231,171

CITY OF PICAYUNE – AIRPORT FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
FEDERAL GRANTS	1,701,088	654,668
STATE GRANTS	14,799	14,799
REVENUES	68,000	74,000
LOAN PROCEEDS	-0-	-0-
TRANSFERS IN	4,300	66,047
TOTAL REVENUE	1,788,187	809,514
BEGINNING CASH & INVESTMENTS	351,186	93,070
TOTAL FROM ALL SOURCES	2,139,373	902,584
EXPENSES:		
PERSONNEL	52,609	52,609
SUPPLIES	26,000	26,000
OTHER SERVICES & CHARGES	47,000	47,000
CAPITAL OUTLAYS	217,900	469,627
TOTAL OPERATING EXPENSES	343,509	595,236
LOAN PAYMENTS-LOANED FROM GEN	1,490,000	-0-
LOAN PAYMENTS-(TRANSF OUT)	126,500	126,500
ENDING CASH & INVESTMENTS	179,364	180,848
TOTAL DISBURSEMENTS & ENDING CASH BALANCE	2,139,373	902,584

CITY OF PICAYUNE – UTILITY FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES:		
CHARGES FOR UTILITY SERVICES	3,490,000	3,490,000
NON-REVENUE RECEIPTS	13,000	13,000
INTEREST INCOME	33,000	33,000
LOAN PROCEEDS	-0-	-0-
TOTAL REVENUES	3,536,000	3,536,000
BEGINNING CASH	2,184,503	2,273,020
TOTAL FROM ALL SOURCES	5,720,503	5,809,020
EXPENSES:		
UTILITY ADMINISTRATION		
PERSONNEL	119,900	119,900
SUPPLIES	8,000	8,000
OTHER SERVICES & CHARGES	86,100	94,100
CAPITAL OUTLAYS	6,000	6,000
TOTAL	220,000	228,000
TREATMENT PLANT & UTILITY CONSTRUCTION		
PERSONNEL	958,405	958,405

SUPPLIES	1,987,250	1,987,250
OTHER SERVICES & CHARGES	395,855	395,855
CAPITAL OUTLAYS	829,186	829,186
TOTAL	4,170,696	4,170,696
COST OF LIVING RAISES	55,000	55,000
AID TO OTHER GOVERNMENTS	350,000	350,000
TRANSFERS OUT	37,000	37,000
ENDING CASH BALANCE	887,807	968,324
TOTAL EXPENDITURES & ENDING CASH BALANCE	5,720,503	5,809,020

CITY OF PICAYUNE
CEMETERY FUND
BUDGET AMENDMENT #1
FOR THE YEAR ENDING 9/30/03

REVENUES		
RECORDING FEES	-0-	-0-
SALE OF LOTS	25,000	25,000
INTEREST INCOME	6,200	6,200
MISCELLANEOUS INCOME	-0-	-0-
TRANSFERS IN-FROM GENERAL	57,000	57,000
TOTAL REVENUES	88,200	88,200
BEGINNING CASH	301,563	310,067
TOTAL FROM ALL SOURCES	389,763	398,267
EXPENSES:		
PERSONNEL	94,167	94,167
SUPPLIES	13,400	13,400
OTHER SERVICES	4,900	4,900
CAPITAL OUTLAYS	24,500	24,500
ENDING CASH BALANCE	252,796	261,300
TOTAL EXPENSES & ENDING CASH BALANCE	389,763	398,267

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ISSUE MANUAL CHECK TO KANDUIT CONSTRUCTION

Motion was made by Council Member Guy, seconded by Council Member Parker to issue a manual check in the amount of $61,726.99 to Kanduit Construction, Inc. for final payment for water, sewer and gas installation at the Picayune Airport Chevron Project. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and

Bounds

VOTING NAY: 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 Roberson, seconded by Council Member Watts, to close the meeting to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss terms of an interlocal agreement with the Pearl River County Tax Assessor/Collector, discuss terms of a contract between the City of Picayune and the Pearl River County SPCA and discuss terms of a Memorandum of Understanding between the City of Picayune and Highland Development Co.

Council Member Bounds left during executive session

ORDER TO APPROVE CONTRACT BETWEEN THE CITYOF PICAYUNE AND THE PEARL RIVER COUNTY SPCA

Motion was made by Council Member Guy, seconded by Council Member Roberson, to approve the following contract between the City of Picayune and the Pearl River County SPCA and authorize the Mayor to sign same:

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

ANIMAL SHELTER AGREEMENT

This Animal Shelter Agreement made and entered into upon this, the 3rd day of December 2002, by and between the Pearl River County Society for the Prevention of Cruelty to Animals, a non-profit Mississippi corporation, hereinafter called "SPCA", and the City of Picayune, a Municipal corporation of the State of Mississippi, hereinafter called "City".

WHEREAS, the Mayor and Council of the City of Picayune find that it would be in the best interest and welfare of the City of Picayune, and its citizens, that a contract be entered into with the Pearl River County SPCA for the purpose of housing and providing shelter for stray and unwanted animals picked up by the Animal Control Officer, and for the other purposes provided by Ordinance for care, maintenance, and, as needed, the humane disposal of such animals, and

WHEREAS, the City of Picayune is the owner of an animal shelter and is willing to make said animal shelter available to the SPCA for the purposes hereinafter set forth.

NOW THEREFORE, in the furtherance thereof the parties agree, each with the other, as follows, to-wit:

1. Duties and obligations of the City:

   a) The City shall make available to the SPCA for such period of time as the SPCA shall use said premises in conformity with the agreement, the Picayune Animal Shelter building and incidental grounds thereabout, for a term ending on September 30, 2003; further, the City shall maintain the heat, air conditioning, plumbing, freezer and roof. Insofar as it may lawfully do so, the City has and does by these presents hereby release and discharge the SPCA from any cause of action for personal injury occurring in the building.
   b) For the services to be performed under this agreement, the City shall pay into a bank account to be known as the Animal Shelter Account, which account is subject to audit by City auditors, the sum of $ 2,057.00 per month, commencing on October 1, 2002. This bank account shall be under the control and supervision of the SPCA.
   c) From time to time, the Animal Control Officer shall deliver to the SPCA at said animal shelter building such animals as may be taken into custody in violation of the Ordinance of the City of Picayune, and the Animal Control Officer shall be responsible for unloading such animal or animals into a mutually agreeable holding area or pen, and shall receive a receipt for each such animal delivered into the holding area or pen.
   d) The Animal Control Officer shall make timely disclosure to the SPCA personnel any information that has come to his attention concerning the ownership of any such animal or the health or behavior of such animal.
   e) The Animal Control Officer shall not deliver to the SPCA any animal which is readily determined to be rabid or which otherwise presents a clear and present danger to the public safety. Such animals shall be treated, on a case basis, under guidelines agreed upon by the City, the SPCA, and the Mississippi State Health Department.

2. Duties and obligations of the SPCA:

   a) The SPCA shall staff and man the facility.
   b) The SPCA shall make every reasonable effort to locate the owner of animals delivered to the animal shelter.
   c) The SPCA shall care for the animals, maintain the facility in a clean and orderly condition, pay for all utilities, and conduct the day-to-day operation of the facility in conformity with all applicable federal, state and local laws or ordinances, to include but not limited to the disposal of animals in accordance with applicable laws and ordinances.
   d) The SPCA shall operate the Animal Shelter on a continuous basis, with the actual hours which the shelter is open to the public to be determined by the SPCA. However, the hours which the shelter is open to the public shall not be less than thirty (30) hours per week, said hours to be set by a Letter Agreement between the SPCA and the City Manager. Likewise, procedure for receipt of animals after hours shall be established by Letter of Agreement between the SPCA and the City Manager.
   e) All records of operation or funds received and expended by the SPCA under the provisions of this agreement are available to the City, or its auditors, upon reasonable notice. The SPCA shall provide an annual financial report to the City.

3. Special provisions:

   a) This agreement may be terminated by either party upon 60 days written notice to the other party.
   b) Provision not covered by this agreement, or re-negotiation of any part of this agreement, may be undertaken by mutual consent of the parties.
   c) The parties agree that medical evaluation of said animal is not the responsibility of the SPCA, and the City agrees to indemnify the SPCA, its agents, volunteers, employees, board of directors, officers, successors, and assigns from any responsibility or liability resulting from the physical

condition and/or actions of said animals, both during the holding period and after their release, if any.

d) Court Animals. Those animals that are ordered held, seized or otherwise retained by a court of law will be accepted by the SPCA from the Animal Control Officer as provided in this Agreement. For every such animal delivered, the City agrees to deliver to the SPCA within seventy-two (72) hours of delivery of the animal the pertinent court documentation evidencing the court's intent to hold, seize or otherwise retain such animal. If such documentation is not forthcoming within seventy-two (72) hours of delivery of the animal, disposition of the animal is left to the sole discretion of the SPCA. The cost per day on animals held in court cases shall be as set forth below.

e) If it is determined by a City judge or other City authority that the animal shall be held for a greater period than 72 hours, the City agrees to reimburse the SPCA Animal Shelter at the rates listed below for the total amount of time the SPCA is required to hold the animal. It shall be the responsibility of the City to recover the cost from the animal's owner.

1) FOR CATS IMPOUNDED DURING ONE (1) CALENDAR YEAR:

a)	First Offense	$ 5.00 plus $ 1.00 for each day of impoundment
b)	Second Offense	$ 15.00 plus $ 1.00 for each day of impoundment
c)	Third Offense	$ 25.00 plus $ 1.00 for each day of impoundment
d)	Fourth or Subsequent Offense	$100.00 plus $ 1.00 for each day of impoundment

2) FOR DOGS IMPOUNDED DURING ONE (1) CALENDAR YEAR:

a)	First Offense	$ 10.00 plus $ 2.00 for each day of impoundment
b)	Second Offense	$ 20.00 plus $ 2.00 for each day of impoundment
c)	Third Offense	$ 40.00 plus $ 2.00 for each day of impoundment
d)	Fourth or Subsequent Offense	$100.00 plus $ 2.00 for each day of impoundment

3) FOR LIVESTOCK IMPOUNDED DURING ONE (1) CALENDAR YEAR:

a)	First Offense	$ 40.00 plus $ 5.00 for each day of impoundment
b)	Second Offense	$ 75.00 plus $ 5.00 for each day of impoundment
c)	Third Offense	$100.00 plus $ 5.00 for each day of impoundment
d)	Fourth or Subsequent Offense	$200.00 plus $ 5.00 for each day of impoundment

4) RABIES VACCINATION CHARGE:

All charges for rabies vaccination, if required, while in the care of the Picayune Animal Shelter.

5) These fees are exclusive of any fines, cost of court, etc., which may result from any violation of any section of this ordinance.

WITNESS our signatures, in duplicate copies, for the purposes herein above set forth and on the date herein above first written in the City of Picayune, Pearl River County, Mississippi.

Pearl River County Society for the Prevention of Cruelty to Animals

_____

Maria Diamond, President

City of Picayune, Mississippi

_____

Greg Mitchell, Mayor

ATTEST:

_____

Nicole Dagnall, City Clerk

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

The motion was declared carried.

ORDER TO REIMBURSE PEARL RIVER COUNTY SPCA

Motion was made by Council Member Guy, seconded by Council Member Watts, to reimburse the Pearl River County SPCA for shelter fees for animal in the amount of $812.00. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

The motion was declared carried.

ORDER TO RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Council Member Guy, seconded by Council Member Parker, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed terms of an interlocal agreement with the Pearl River County Tax Assessor/Collector and discussed terms of a Memorandum of Understanding between the City of Picayune and Highland Development Co. and took no action. And also, approved a contract with the Pearl River County SPCA and authorized reimbursement to the Pearl River County SPCA in the amount of $812.00.

ORDER TO ADJOURN

Motion was made by Council Member Guy, seconded by Council Member Parker to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy

VOTING NAY: None

REGULAR MEETING DATED DECEMBER 3, 2002

ABSENT AND NOT VOTING: Council Member Bounds

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Nicole Dagnall, City Clerk

December 17, 2002

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 in the Courtroom of the Criminal Justice Center in said City, Tuesday, December 17, 2002 at 6:00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Lucian Roberson, Donald Parker, Kathy Watts, Leavern Guy, Sr., and Jerry Bounds, City Manager J.P. Burns, Jr., City Clerk Nicole Dagnall, Deputy City Clerk Brenda Ford, City Attorney Nathan Farmer and Police Chief Brenda Smith.

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

Opening Prayer was given by Carl Myers, Pearl River Baptist Association, followed by the Pledge of Allegiance led by Council Member Guy.

ORDER TO APPROVE MINUTES OF THE MAYOR AND CITY COUNCIL

Motion was made by Council Member Guy, seconded by Council Member Roberson, to approve the minutes of the Mayor and City Council dated November 26, 2002 and December 3, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Guy, seconded by Council Member Roberson, to approve the issuance of the following manual checks:

Center Point Energy Gas Resources	Utility	$ 19,395.00
Gulfsouth Pipeline Co.	Utility	$ 11,909.17
UMC	Utility	$ 877.36
Picayune High School Basketball Boosters	General	$ 500.00
U.S. Post Office	General	$ 2,500.00 (NTE)
Gene Woodward	General	$ 136.00
Gary Parker	General	$ 136.00
Twin L Construction	General	$ 82,568.00

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF THE MONTHLY BUDGET REPORT

Motion was made by Council Member Guy, seconded by Council Member Roberson, to acknowledge receipt of the Monthly Budget Report for the month of November 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF THE PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Guy, seconded by Council Member Roberson, to acknowledge receipt of the Public Records Request Report for the month of November 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF THE PRIVILEGE LICENSE REPORT

Motion was made by Council Member Guy, seconded by Council Member Roberson, to acknowledge receipt of the Privilege License Report for the month of November 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF THE RETIREMENT DEVELOPMENT ACTIVITIES REPORT

Motion was made by Council Member Guy, seconded by Council Member Roberson, to acknowledge receipt of the Retirement Development Activities Report for the month of November 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO AUTHORIZE PARTIAL PARMENTS

Motion was made by Council Member Guy, seconded by Council Member Roberson, to authorize partial payments for the 2002 taxes in accordance with Section 21-4-1 of the Mississippi Code. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO VOID TAX SALE

Motion was made by Council Member Guy, seconded by Council Member Roberson, to void tax sale on 2001 taxes in the name of Cooper Co., parcel # 617-101-000-00-016-41 refund College Investments $1,736.74. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

IN THE MATTER OF CIVIC WOMAN'S CLUB

Mayor Mitchell presented a certificate to the Civic Woman's Club Chairperson, Michelle Boyd to express the sincere appreciation to the Club in grateful recognition of their outstanding performance for sponsoring the 2002 Christmas Parade, and their dedicated service to the citizens of Picayune. The official action was taken.

CONSIDER REQUEST TO ADVERTISE THE RESOURCES OF THE CITY

Motion was made by Council Member Roberson, seconded by Council Member Watts, to authorize a manual check in the amount of $ 750.00 to the Picayune Varsity Cheerleaders to advertise the resources of the city on their trip to the National High School Cheerleading Championship that will be held at Walk Disney World, February 7-11, 2003. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACCEPT MINUTES OF THE PLANNING COMMISSION

Motion was made by Council Member Guy, seconded by Council Member Parker, to accept the minutes of the Planning Commission dated November 12, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO ACKNOWLEDGE RECEIPT OF THE PLANNING COMMISSION MINUTES

Motion was made by Council Member Bounds, seconded by Council Member Guy, to acknowledge receipt of the Planning Commission minutes dated December 10, 2002. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO REZONE PROPERTY LOCATED OFF FRONTAGE ROAD

Motion was made by Council Member Parker, seconded by Council Member Guy, to follow the recommendation of the Planning Commission to rezone the following property located off Frontage Road from A-1 to PUD-R and approve the following ordinance for publication:

ORDINANCE NO._____

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM A-1, AGRICULTURE DISTRICT, TO PUD-R, PLANNED UNIT DISTRICT RESIDENTIAL

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That the following A-1, Agriculture District described property shall be rezoned to PUD-R Planned Unit District Residential:

Beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence North 00 degress03 minutes 48 seconds East 211.40 feet; thence North 86 degrees 00 minutes 54 seconds East 744.06 feet; thence South 01 degrees 01 minutes 18 seconds East 265.98 feet; thence North 89 degrees 46 minutes 59 seconds West 747.32 feet to the Point of Beginning, this parcel containing 4.082 acres, more or less, and being a part of the Southwest Quarter of the Northwest Quarter of Section 24, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972 as amended.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO REZONE PROPERTY LOCATED AT 1013 SOUTH BEECH STREET

Motion was made by Council Member Guy, seconded by Council Member Roberson, to follow the recommendation of the Planning Commission to rezone the following property located at 1013 South Beech Street from A-1 to C-1 and approve the following ordinance for publication:

ORDINANCE NO._____

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM A-1, AGRICULTURE DISTRICT, TO C-1, NEIGHBORHOOD COMMERCIAL DISTRICT

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That the following A-1, Agriculture District described property shall be rezoned to C-1 Neighborhood Commercial District:

Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence East 51.80 feet to a point on the East margin of South Beech Street for the Point of Beginning; thence leaving said street East 267.09 feet; thence South 160.0 feet; thence West 293.89 feet to a point on the East margin of South Beech Street; thence North 07 degrees 39 minutes East along said margin 111.0 feet; thence North 13 degrees 18 minutes East along said margin 52.13 feet to the Point of Beginning, this parcel containing 1.07 acres, more or less, and being a part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. SEVERABILITY, CONFLICT AND EFFECTIVE DATE

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This ordinance shall become effective after 30 days from its passage and upon completion of the requirements specified in Section 21-13-11, Mississippi Code of 1972 as amended.

The following roll call vote was take:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CONDITIONAL USE

Motion was made by Council Member Guy, seconded by Council Member Parker, to follow the recommendation of the Planning Commission to approve a conditional use to open a family oriented bookstore on Virginia Avenue requested by Lois Ellitt. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR REAR YARD VARIANCE

Motion was made by Council Member Bounds, seconded by Council Member Roberson, to follow the recommendation of the Planning Commission to approve a 5' rear yard variance requested by Wayne Gouget to build a 1,890 sq. ft. office/professional duplex located at 215 Telly Road. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE PLAT

Motion was made by Council Member Guy, seconded by Council Member Watts, to follow the recommendation of the Planning Commission to approve plat for revising property line on property located on South Gray Street requested by JoAnn Weathersby and to attach the affidavit as part of official records. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR APPROVAL OF FINAL PLAT

Motion was made by Council Member Guy, seconded by Council Member Bounds, to follow the recommendation of the Planning Commission to approve the final plat for the Woods Subdivision VII requested by Andy Cooper. A public hearing was held with the Planning Commission on December 10, 2002 and no opposition was given from citizens. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR APPROVAL OF A HOME OCCUPATION LICENSE

Motion was made by Council Member Guy, seconded by Council Member Watts, to follow the recommendation of the Planning Commission to approve a home occupation license to Janet Jones to operate as a distributor of nutritional products at 1701 Provost Circle. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR ANNEXATION

Motion was made by Council Member Roberson, seconded by Council Member Watts, to accept the request for annexation from Huey and Gayle Stockstill and approve the following ordinance.

ORDINANCE NO. _____

AN ORDINANCE ENLARGING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF PICAYUNE, PEARL RIVER COUNTY, MISSISSIPPI, DEFINING WITH CERTAINTY THE TERRITORY INCLUDED WITHIN THE CORPORATE LIMITS AND DEFINING THE ENTIRE BOUNDARY AS CHANGED BY THIS ORDINANCE, AND DESCRIBING IN GENERAL TERMS THE IMPROVEMENTS TO BE MADE IN THE ANNEXED TERRITORY AND DESCRIBING THE MUNICIPAL OR PUBLIC SERVICES WHICH ARE TO BE RENDERED IN THE ANNEXED TERRITORY.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:

SECTION 1. That upon and after this Ordinance takes effect, the Corporate limits of the City of Picayune, Mississippi, shall be enlarged or extended by including therein the adjacent unincorporated territory situated in Pearl River County, Mississippi, described as follows, to-wit:

Commencing at a railroad spike marking the corner common to Sections 14, 15, 22 and 23, Township 6 South, Range 17 West, run along section line common to sections 22 and 23 South 00 degrees 10 minutes 01 seconds West 2,653.91 feet to an iron rod; then run approximately South 00 degrees 30 minutes 53 seconds East 2,624.54 feet, more or less to a point intersecting with the South line of the City of Picayune limits for the point of beginning. From this point of beginning run Easterly along said South line approximately North 89 degrees 43 minutes 50 seconds East, 3,777.94 feet more or less to a point at the intersection of the Western margin of U.S. Interstate 59, then leaving said South line run along said Western margin South 15 degrees, 24 minutes 51 seconds West 4,084.95 feet more or less to an iron rod at the intersection of the Northern margin of Shorty Burgess Road; then run along said Northern margin South 73 degrees 31 minutes 31 seconds West 857.12 feet to an iron rod; then continue South 77 degrees 17 minutes 58 seconds West 197.06 feet to an iron rod; then continue South 73 degrees 35 minutes 14 seconds West 204.17 feet to an iron rod; then continue South 71 degrees 29 minutes 41 seconds West 536.15 feet to an iron rod; then continue South 59 degrees 21 minutes 34 seconds West 95.55 feet to an iron rod;

then continue South 49 degrees 52 minutes 52 seconds West 135.65 feet to an iron rod; then continue South 46 degrees 12 minutes 03 seconds West 797.18 feet to an iron rod; then continue South 47 degrees 14 minutes 34 seconds West 181.29 feet to an iron rod; then continue South 47 degrees 10 minutes 23 seconds West 48.21 feet to an iron rod being common to Sections 26, 27, 34 and 35, Township 6 South, Range 17 West; then leaving said Northern margin run along section line common to Sections 26 and 27 North 00 degrees 32 minutes 39 seconds East 272.41 feet to an iron pipe; then continue North 00 degrees 21 minutes 54 seconds West 1,229.43 feet to an iron pipe; then continue North 00 degrees 01 minutes 30 seconds West 1,500.21 feet to an iron pipe; then leaving said common section line, run South 89 degrees 46 minutes 50 seconds West 1,073.60 feet to an iron rod; then run North 00 degrees 08 minutes 05 seconds East 280.45 feet to an iron rod; then run South 89 degrees 50 minutes 17 seconds West 248.61 feet to an iron pipe; then run North 00 degrees 14 minutes 13 seconds West 655.51 feet to an iron rod; then run North 89 degrees 12 minutes 12 seconds West 535.16 feet to an iron rod at the intersection with the Eastern margin of U.S. Highway 11; then run along said Eastern margin North 12 degrees 03 minutes 23 seconds East 1,360.38 feet more or less to a point intersecting with the said South line of the City of Picayune limits; then run along said South line approximately North 89 degrees 43 minutes 50 seconds East 1,537.23 feet more or less to the point of beginning, containing 397.4 acres, more or less, and being a part of Section 26, and part of the NE ¼ of the irregular Section 27, Township 6 South, Range 17 West, Pearl River County, Mississippi.

SECTION 2. That upon and after the date when this Ordinance takes effect the corporate limits and boundaries of the City of Picayune, Mississippi, as changed by this Ordinance shall be as follows, to-wit:

Beginning at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 21, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence South 200 feet, more or less, to the South right-of-way of Jackson Landing road; thence North 51 degrees 45 minutes East along the South side of said road 3360 feet, more or less, to the West right-of-way of the Pearl River Valley Railroad; thence South along said railroad 3250 feet, more or less, to the South line of Section 21, Township 6 South, Range 17 West; thence East along the South line of Section 21, 473.14 feet; thence South 00 degrees 11 minutes 29 seconds West 346.68 feet; thence East 1481.46 feet; thence 77.43 feet South; thence 2104.6 feet East; thence 424.11 feet North to a point on the South section line of Section 22; thence East along the South line of Section 22, 1006.ll feet, more or less, thence South 12 degrees 03 minutes 23 seconds West 1360.38 feet; thence South 89 degrees 12 minutes 12 seconds East 535.16 feet to an iron rod at the intersection with the Eastern margin of U.S. Highway 11; thence South 00 degrees 14 minutes 13 seconds East 655.51 feet to an iron rod; thence North 89 degrees 50 minutes 17 seconds East 248.61 feet to an iron pipe; thence South 00 degrees 08 minutes 05 seconds West 280.45 feet to an iron rod; thence North 89 degrees 46 minutes 50 seconds East 1073.60 feet to an iron rod; thence South 00 degrees 01 minutes 30 seconds East 1500.21 feet to an iron pipe being common to Section 26, 27, 34 and 35, Township 6 South, Range 17 West, then leaving said Southern margin run along section line common to Sections 34 and 35; thence South 00 degrees 01 minutes 30 seconds East 1500.21 feet to an iron pipe thence South 00 degrees 21 minutes 54 seconds East 1229.43 feet to an iron pipe; thence South 00 degrees 32 minutes 39 seconds West 272.41 feet to an iron pipe, then leaving said common section line; thence North 47 degrees 10 minutes 23 seconds East 48.21 feet to an iron rod; thence North 47 degrees 14 minutes 34 seconds East 181.29 feet to an iron rod; thence North 46 degrees 12 minutes 03 seconds East 797.18 feet to an iron rod; thence North 49 degrees 52 minutes 52 seconds East 135.65 feet to an iron rod; thence North 59 degrees 21 minutes 34 seconds East 95.55 feet to an iron rod; thence North 71 degrees 29 minutes 41 seconds East 536.15 feet to an iron rod, thence North 73 degrees 35 minutes 14 seconds East 204.17 feet to an iron rod, thence North 77 degrees 17 minutes 58 seconds East 197.06 feet to an iron rod, thence North 73 degrees 31 minutes 31 seconds East 857.12 feet to an iron rod at the intersection of the Northern margin of Shorty

Burgess Road; thence North 15 degrees 24 minutes 51 seconds East 4,084.95 feet more or less to a point at the intersection of the Western margin of U.S. Interstate 59; thence East along the South line of Section 23, 1402.21 feet, more or less, to a point that is 100 feet West of the Southeast corner of said Section 23, which is the East right-of-way of a black-top road; thence Southwesterly along said road 1325 feet, more or less; thence East 220 feet, more or less, to the East section line of Section 26, said Township and Range; thence North 3960.00 feet; thence South 89 degrees 46 minutes 59 seconds East 747.32 feet; thence North 01 degrees 02 minutes 18 seconds West 265.98 feet; thence South 86 degrees 00 minutes 54 seconds West 744.06 feet; thence North 1108.62 feet; thence South 60 degrees 59 minutes 28 seconds East for a distance of 619.45 feet; thence South 29 degrees 00 minutes 32 seconds West for a distance of 145.00 feet; thence South 60 degrees 59 minutes 28 seconds East for a distance of 160.00 feet; thence North 29 degrees 00 minutes 32 seconds East for a distance of 145.00 feet; thence North 28 degrees 51 minutes 05 seconds East for a distance of 484.56 feet; thence South 60 degrees 59 minutes 28 seconds East for a distance of 473.00 feet; thence North for a distance of 180.07 feet, thence East 330.00 feet; thence North 1320.00 feet, more or less, to the North boundary of said Section 24 in said Township and Range; thence East 3595.18 feet, more or less, to the Southeast corner of Section 13 in said Township and Range; thence North along the East line of Section 13 and 12 in said Township and Range 1.73 miles to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 7, Township 6 south, Range 16 West, Pearl River County, Mississippi, thence North 03 degrees 03 minutes 13 seconds West 160.03 feet on and along said section line to an existing iron pipe in a fence on the North right-of-way of Sycamore Road; thence South 84 degrees 23 minutes 53 seconds East 142.20 feet on and along said right-of-way to an existing right-of-way monument on the North right-of-way of Sycamore Road; thence North 88 degrees 23 minutes 18 seconds East 99.81 feet to a right-of-way monument; thence South 83 degrees 49 minutes 22 seconds East 328.55 feet, on and along said right-of-way; thence North 03 degrees 03 minutes 13 seconds West 446.93 feet to an existing iron pipe; thence North 88 degrees 56 minutes 24 seconds West 565 feet to an existing iron pipe on the Westerly right-of-way of a Sycamore Road access road; thence North along said Section 12 in said Township 900 feet, more or less, to the Northeast corner of said Section 12, Township 6 South, Range 17 West; thence West along the South line of Section 1 to its intersection with the West right-of-way line to Interstate 59; thence in a Northerly direction along the West right-of-way of Interstate 59 to the point where I-59 now intersects the South line of the North half of the Northwest Quarter of Section 6, Township 6 South, Range 16 West, Pearl River County, Mississippi, thence North 88 degrees 30 minutes West along the forty line 574 feet to a point on the East right-of-way boundary of Cooper Road; thence North 00 degrees 46 minutes 53 seconds West to the North section line of Section 6, Township 6 South, Range 16 West; thence West along the North line of said Section 6, Township 6 South, Range 16 West, to the Northeast corner of Section 1, Township 6 South, Range 17 West; thence North 56.2 feet to a point; thence Southwesterly along a curve having an arc length of 83.25 feet and radius of 144.17 feet, a distance of 41.62 feet; thence North 89 degrees 42 minutes West 1497.87 feet; thence South 42 degrees 42 minutes 49 seconds East 68.38 feet to the North line of Section 1, Township 6 South, Range 17 West; thence West along the North boundaries of Section 1 and Section 2, Township 6 South, Range 17 West, to the Western boundary of the right-of-way for U.S. Highway 11, thence South 8 degrees 26 minutes 37 seconds West 1334.27 feet along said right-of-way; thence West along the North boundaries of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 17 West, to the intersection of the Eastern boundary of the right-of-way for the N.O. and N.E. (Southern) Railroad; thence Southwesterly along said right-of-way to the North line of Section 11, Township 6 South, Range 17 West; thence West along the North line of said Section 11 to the Northwest corner of said Section 11; thence South ½ mile, more or less, to the South bank of Hobolochitto Creek; thence follow the meandering of said creek in a Westerly direction to where the West line of the East ¾ of Section 9 in Township and Range (Township 6 South, Range 17 West) intersects same; thence South along the West line of the East ¾

of Sections 9, 16 and 21 in said Township and Range, 2 and 1/8 miles to the Northeast corner of the South half of the Northwest Quarter of the Northwest Quarter of Section 21, Township 6 South, Range 17 West; thence West ¼ mile to the West line of said Section 21; thence south 5/8 of a mile to the Southwest corner of the Northwest Quarter of the Southwest Quarter of said Section 21; thence East ¼ mile to the place of beginning.

SECTON 3. The City of Picayune, Mississippi, shall offer immediately the following municipal services in said annexed territory upon the effective date of this Ordinance, to-wit; municipal police and fire protection; animal control; refuse collection; measures for the control of mosquitoes and other harmful insects; water and sewer services; use of and inclusion of park and recreational programs at the same rates as those within the City of Picayune, Mississippi; and the protection of public health, safety and welfare afforded by the application and enforcement of Ordinances, Codes and Regulations of the City of Picayune, Mississippi.

SECTION 4. This Ordinance shall take effect ten (10) days from date of the Judgment signed by the Chancellor approving the same, as provided by Section 21-1-33, Mississippi Code of 1972, as amended, or otherwise as authorized by law.

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Councilmembers Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE AN AGREEMENT FOR PROFESSIONAL SERVICES IN PREPARING A COMPREHENSIVE PLAN

Motion was made by Council Member Roberson, seconded by Council Member Parker, to approve the following agreement with Allen & Hoshall for professional services in preparing a comprehensive plan and authorize the Mayor to sign same:

AGREEMENT BETWEEN OWNERS AND ALLEN & HOSHALL FOR LIMITED PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, made as of _____, 2002 between the CITY OF PICAYUNE, MISSISSIPPI ("Owner") and ALLEN & HOSHALL ("Allen & Hoshall").

Project Name: Picayune Comprehensive Plan

Description: Owner intends to obtain Planning and Engineering Services as described in Attachment A:

Addition Services: If the services of any additional Allen & Hoshall employees are required. Owner will pay Allen & Hostel at hourly rates equal to Payroll Costs multiplied by a factor of 2.50 for all services rendered under this agreement. "Payroll costs" mean salaries and wages (basic and incentive) paid to all of Allen & Hoshall's personnel engaged directly on the project, plus the cost of customary and statutory benefits.

Fee: The Owner will pay Allen & Hoshall a fee of $89,225 for all work under this agreement. Billing will be on a monthly basis and based on the percentage of work completed. The fee, outlined by Phase, is described in Attachment B.

Expenses: All expenses are included in the above fee except the cost of printing reports, which shall be billed at actual printing cost.

The additional terms and conditions on Page D-2 are a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PICAYUNE, MISSISSIPPI	ALLEN & HOSHALL
By:_____	By:_____
Title:_____	Title:_____
	License:_____
Address for giving Notices: 203 Goodyear Boulevard Picayune, Ms 39466	Address for giving Notices: P.O. Box 4510 Jackson, Ms 39296-4510

(All attachments are with original contract)

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried

CONSIDER REQUEST TO SUBMIT A PRE-APPLICATION FOR FAA FUNDS

The City of Picayune is seeking funds through the Federal Aviation Administration to make needed improvements to the Picayune Municipal Airport. The items requested for funding in Fiscal Year 2003 include taxiway lighting. The Picayune Municipal Airport has a 5000-foot long parallel taxiway, five connecting taxiways between Runway 18/36 and the taxiway and a connecting taxiway to the apron. These taxiways are presently unlighted. These taxiway lights will be connected to the existing taxiway regulator installed in 2001. The taxiway lights will be medium intensity. Motion was made by Council Member Roberson, seconded by Council Member Parker, to authorize the submission of the pre-application to FAA to construct taxiway lighting and authorize the Mayor to sign pre-application. The pre-application will be prepared by Allen & Hoshall. The application amount is $224,400, federal share $201,960, state share $22,440, local share -0-. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO REPEAL ACTION OF THE MAYOR AND COUNCIL ON DECEMBER 3, 2002 ON ACCEPTING TALLEY'S SITEWORK IMPROVEMENTS CONTRACT AS COMPLETE

Motion was made by Council Member Guy, seconded by Council Member Bounds, to repeal the action of the Mayor and Council on December 3, 2002 relative to accepting Talley's Sitework Improvements Contract as complete. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER SUBMITTING A REQUEST TO EDA FOR AN EXTENSION TO THE AWARD PERIOD

Motion was made by Council Member Bounds, seconded by Council Member Guy, to authorize the Mayor to sign a request for time extension, requesting that the EDA Award Period (#04-01-04862) be extended until April 30, 2003. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST TO APPROVE CHANGE ORDER #5 FOR SITEWORK IMPROVEMENTS, CONTRACT #2

Motion was made by Council Member Guy, seconded by Council Member Roberson, to approve change order #5 for Sitework Improvements, Contract # with Talley Contracting for the Picayune Municipal Airport in the amount of $180,000 and an extension of time for fencing around the perimeter of the runway and authorize the Mayor to sign same. This will make the new contract amount $1,133,549.56 with the date of completion being 2/28/03. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

CONSIDER REQUEST FOR ADDITIONAL ENGINEERING CONSTRUCTION ADMINISTRATION AND AUTHORIZE MAYOR TO SIGN

Motion was made by Council Member Guy, seconded by Council Member Bounds, to authorize additional engineering construction administration services with Allen & Hoshall for professional services, during the construction of the additional fencing at the airport and authorize the Mayor to sign the following agreement:

AMENDMENT NO. 1
TO
AGREEMENT BETWEEN OWNER AND ALLEN & HOSHALL
FOR
PROFESSIONAL SERVICES

It is hereby agreed by and between THE CITY OF PICAYUNE, MISSISSIPPI ("Owner"), and ALLEN & HOSHALL, LTD. ARCHITECTS ENGINEERS ("Engineer/Architect"), as follows:

(A) That an Agreement Between Owner and Engineer/Architect for Professional Services dated 26 March 2001 exists and is in full force and effect between the Owner and Architect/Engineer.

(B) That it is the Owner's desire to amend the contract to authorize Allen & Hoshall to provide construction phase engineering services during the construction of additional fencing along the airport property boundaries.

(C) It is therefore agreed that Paragraph 5.2 of SECTION 5- PAYMENTS TO ALLEN & HOSHALL be modified with the following highlighted modifications to the paragraph....

SECTION 5 – PAYMENTS TO ALLEN & HOSHALL

5.2 For Additional Services. Owner will pay Allen & Hoshall for Additional Services rendered Allen & Hoshall's principles and employees engaged directly on the Project, on the basis of Allen & Hoshall's hourly rates reflected in Exhibit 2. **Owner will pay Allen & Hoshall a lump sum of $4,100.00 for the construction administration phase services during an additional two months of construction time.**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of December 2002.

OWNER

WITNESS: THE CITY OF PICAYUNE, MS

_____ BY:_____

TITLE:_____

ENGINEERS/ARCHITECTS

WITNESS: ALLEN & HOSHALL, LTD.

_____ BY:_____

TITLE:_____

LICENSE:_____

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: 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 Guy, seconded by Council Member Bounds, to close the meeting to determine the need for an executive session. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds
VOTING NAY: None

The motion was declared carried.

The Mayor reopened the meeting to publicly announce that the Council would enter executive session to discuss a matter of litigation by A.P. Guizerix.

REGULAR MEETING DATED DECEMBER 17, 2002

ORDER TO RETURN TO REGULAR SESSION

At the conclusion of executive session, upon motion of Council Member Bounds, seconded by Council Member Guy, and unanimously carried, the Mayor reopened the meeting. The Mayor stated that while in executive session the Council discussed a matter of litigation with A.P. Guizerix and took no action.

ORDER TO ADJOURN

Motion was made by Council Member Guy, seconded by Council Member Parker to adjourn. The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Members Roberson, Parker, Watts, Guy and Bounds

VOTING NAY: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Nicole Dagnall, City Clerk