

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, September 4, 2007, at 6.00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Leavern Guy, Larry Watkins, Jerry Bounds, Anna Turnage, and City Manager Ed Pinero, Jr.

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

Opening prayer was given by Chief Jim Like, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED
August 21, 2007**

Motion was made by Council Member Guy, seconded by Council Member Parker to approve the City of Picayune Minutes dated August 21, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

NO MANUAL CHECKS FOR THIS MEETING

APPROVE REQUEST TO VOID 2006 TAX SALE FOR PORPERTY

Motion was made by Council Member Guy, seconded by Council Member Parker to approve request to void 2006 tax sale for property in the name of Charles Blackmon parcel 618-106-000-00-011-01. Refund the tax sale purchaser the amount of \$66.98.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO VOID 2005 TAX SALE FOR PORPERTY

Motion was made by Council Member Guy, seconded by Council Member Parker to approve request to void 2005 tax sale for property in the name of William Barnwell parcel 418-539-000-00-005-07. Refund the tax sale purchaser the amount of \$86.93.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE PURCHASING AGENT TO ADVERTISE FOR SEMI-ANNUAL BIDS

Motion was made by Council Member Guy, seconded by Council Member Parker to authorize purchasing agent to advertise for Semi-Annual Bids.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve the docket for the month of August in the amount of \$897,365.79.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

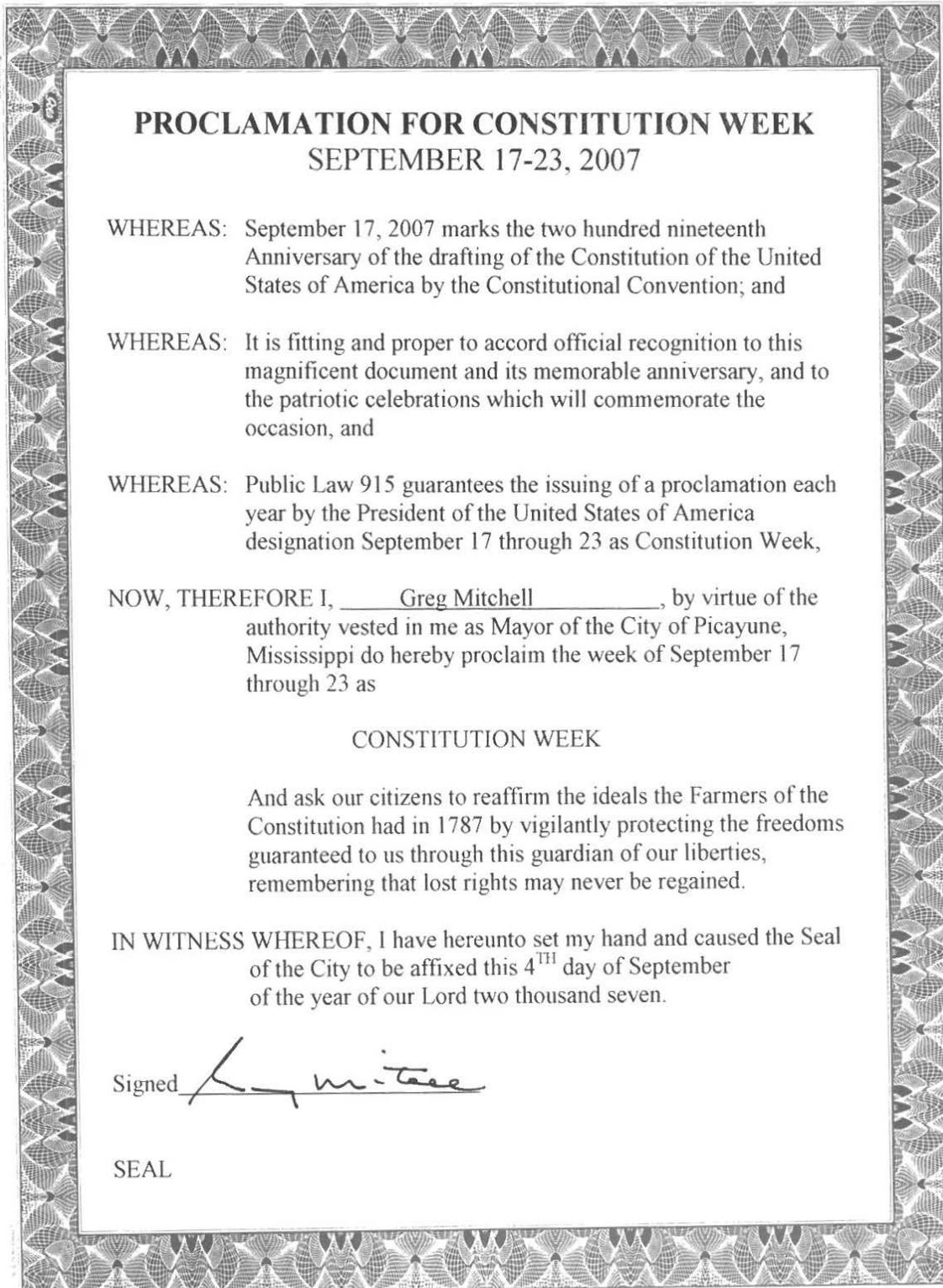
ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO APPROVE REQUEST FROM PICAYUNE CHAPTER DAR (DAUGHTERS OF THE AMERICAN REVOLUTION) FOR PROCLAMATION

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request from Picayune Chapter DAR (Daughters of the American Revolution) to Proclaim the week of September 17 through 23 as Constitution Week.



The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO HOLD THE PICK IT UP PICAYUNE ON OCTOBER 27, 2007 STARTING AT 8:00 A.M. STARTING FROM CITY HALL

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request to hold The Pick It Up Picayune on October 27, 2007 starting at City Hall, 815 North Beech Street at 8:00 a.m. and ending as each group finishes their section of roads to clean.

Page 1 of 1

Jon Myers

From: Nancygriffin1911@aol.com
Sent: Wednesday, August 29, 2007 9:49 AM
To: picpubrelations@bellsouth.net; piccitymgr@bellsouth.net
Cc: reli62@bellsouth.net
Subject: Re: Pick It Up Picayune

Ed and Jon:

Thank you for Rhonda's e-mail. I have e-mailed her already.

We suggest that the Fall Clean-Up Campaign be set for Saturday, 27 Oct 07, beginning at 8:00 a.m. and ending as each group finishes their section of roads to clean. The areas to be covered are:

Highway 11 from the blue line south of Friendship Park north to the blue line at Country Club Drive;
Canal Street from the blue line at Bill's Quick Stop at 43 South west to Kirkwood Street;
Highway 43 South from the blue line at Bill's Quick Stop west to Highway 11;
Beech Street from the blue line south of Williamsburg Road north to the blue line at Boley Bridge;
Highway 43 North from the blue at Paul's Pastry north to the blue line at the top of the Railroad Overpass;
Palestine Road from the blue line at the County Maintenance Yard west to Canal Street;
Goodyear Boulevard from the Post Office west to the Railroad Museum.

That will cover all of the main entrances into the City. We are asking the Councilmembers to again manage their Precincts by recruiting neighborhood leaders to recruit other workers in their Precincts.

We would need 3 dumpsters - City Hall or Read Park, Friendship Park, and whatever City Park is on the East side of town. Last time there were trucks with trailers that went around picking up bags.

If the date is approved, I am ready to start calling churches to furnish a crew to help with different sections of these roadways.

The people would meet at City Hall to receive bags, etc. and go out from there. We will not have the Opening Ceremonies as we did in the Spring, nor the Barbeque in the afternoon -- simply clean-up. They would come back after they finish to return any bags, etc., that they have left over.

Does this sound alright to you. If you desire any changes, please let me know.

Jon, when will I be able to get the list and costs of items needed to complete the Recycling Center? Ed told me over a month ago that you had that.

Thank you for all your help.

Nancy Griffin
601-798-8591

Get a sneak peek of the all-new AOL.com.

8/29/2007

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT DONATION OF BAILER AND CHECK TO THE CITY OF PICAYUNE FROM WAL-MART FOR THE RECYCLING CENTER

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept donation of Bailer and Check in the amount of \$10,000 to the City of Picayune from Wal-Mart for the Recycling Center.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT DONATION OF BARRICADES FROM THE CIVIC WOMAN'S CLUB

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to accept donation of barricades from The Civic Woman's Club to be used by the Picayune Police Department.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ALLOW MAYOR GREG MITCHELL TO ATTEND THE MML BOARD MEETING IN TUNICA, MS ON SEPTEMBER 21, 2007

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to allow Mayor Greg Mitchell to attend the MML Board Meeting in Tunica, MS on September 21, 2007.

The following roll call was made:

VOTING YEA: Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Mayor Mitchell

The motion was declared carried.

MOTION TO MOVE OLD BUSINESS TO EXECUTIVE SESSION

Motion was made by Council Member Parker, seconded by Council Member Bounds to move request to appoint new member to the Planning Commission to replace Richard Reynolds to executive session.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR THE CITY OF PICAYUNE TO PARTICIPATE IN A COUNTY WIDE TOURISM COMMISSION

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request for the City of Picayune to participate in a County wide Tourism Commission with the City of Poplarville and Pearl River County to be able to apply for Grants to help promote our County and Cities to other parts of our State and the entire US.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REAPPOINT SHIRLEY STOUGH TO THE PEARL RIVER LIBRARY SYSTEM FOR ANOTHER FIVE YEAR TERM

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to reappoint Shirley Stough to the Pearl River Library System for another five year term.

Pearl River County Library System

900 Goodyear Boulevard
Picayune, Mississippi 39466
601/798-5081 or 5082

Wednesday, August 22, 2007

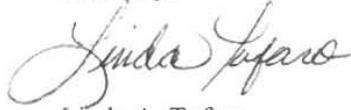
Dear Mayor Mitchell and Members of the Picayune City Council:

On behalf of the Board of Trustees of the Pearl River County Library System and Mrs. Shirley Stough, herself, I am requesting that Mrs. Stough be reappointed as a trustee for the Margaret Reed Crosby Memorial Library and as a member to the executive Board of Trustees for the Pearl River County Library System.

Mrs. Stough has served the library and the library system faithfully since her original appointment in September 1997. She is a vital member of the library's board of trustees and of the library system's executive board. She has also served as its chairman for a period of four years and is eligible to be appointed again if the trustees so desire.

Although family concerns over her mother's illness this last year have kept her busy, she has enjoyed the library and her trusteeship so much that she requests that you once again appoint her to this position. The other board members, as well as, I agree that Mrs. Stough has given her best efforts to the library and we are all hoping that you will see fit to reappoint her to the position of library trustee.

Sincerely,



Linda A. Tufaro
Director



Shirley Stough
Library Trustee
(Linda Tufaro for Shirley Stough)

MEMBER LIBRARIES

Margaret Reed Memorial Library (Headquarters) ~ Poplarville Public Library

PEARL RIVER COUNTY LIBRARY SYSTEM
FIVE YEAR TERM

Dr. James Schrock	September 2008
Martha Sheppard	September 2009
Ola Mae Robinson	September 2010
Shirley Stough	September 2012

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO GIVE A PERMIT TO MRS. PAMELA BATES TO MOVE HER CAMPER TRAILER AND EXCHANGE IT FOR A MOBILE HOME TRAILER

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve request to give a permit to Mrs. Pamela Bates to move her camper trailer and exchange it for a mobile home trailer.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT THE RESOLUTIONS AUTHORIZING THE CITY OF PICAYUNE TO FILE AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) FOR A GRANT UNDER THE 2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND EXECUTION OF A GRANT AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) SHOULD THE APPLICATION BE FUNDED

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request to accept the Resolution authorizing the City of Picayune to file an application to the Mississippi Development Authority (MDA) for a grant under the 2006 Katrina Supplemental Community Development Block Grant Program and execution of a grant agreement with the Mississippi Development Authority (MDA) should the application be funded.

**RESOLUTION AUTHORIZING THE CITY OF PICAYUNE
TO FILE AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY
FOR A GRANT UNDER THE 2006 KATRINA SUPPLEMENTAL COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM AND EXECUTION
OF A GRANT AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT
AUTHORITY SHOULD THE APPLICATION BE FUNDED**

WHEREAS, the Mississippi Development Authority (MDA) has funds available for eligible cities, towns, and counties under its 2006 Katrina Supplemental CDBG Program for Community Revitalization, Planning, and Economic Development Projects; and

WHEREAS, the City of Picayune has been invited by the MDA to submit an application for an eligible project under the Economic Development category.

NOW, THEREFORE BE IT RESOLVED that the City of Picayune has the authority to submit an application to the Mississippi Development Authority for Economic Development funds, and that the Mayor hereby is given the authority to enter into a Grant Agreement with the MDA should the CDBG Application be funded.

Motion made by: Council member Guy

Seconded by: Council member Turnage

Councilmen voting aye: Mayor Mitchell, Guy, Turnage, Bounds, Parker, Watkins

Councilmen voting nay: none

ADOPTED this the 4th day of September, 2007.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:

Leann Smith
CITY CLERK

BY: K. Mitchell
MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT THE RESOLUTION WHEREAS THE CITY OF PICAYUNE IS ELIGIBLE TO SUBMIT AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA), FOR 2006 KATRINA SUPPLEMENTAL CDBG PROGRAM FUNDING

Motion was made by Council Member Parker, seconded by Council Member Guy to approve request to accept the Resolution whereas the City of Picayune is eligible to submit an application to the Mississippi Development Authority (MDA), for 2006 Katrina Supplemental CDBG program funding.

STATE OF MISSISSIPPI
CITY OF PICAYUNE

WHEREAS THE CITY OF PICAYUNE is eligible to submit an application to the Mississippi Development Authority (MDA), for 2006 Katrina Supplemental CDBG Program funding; and

WHEREAS THE CITY OF PICAYUNE has been invited by the MDA to submit an application for an eligible project under the Economic Development category of the 2006 Katrina Supplemental CDBG Program; and

THEREFORE BE IT RESOLVED that Greg Mitchell, in his official capacity, be authorized and empowered to execute the city's 2006 Katrina Supplemental Community Development Block Grant application for an Economic Development grant and that in the event Picayune receives funding for this purpose, through this means, he be authorized and empowered to execute any and all documents relating to this grant; and

BE IT FURTHER RESOLVED that the City of Picayune pledges toward completion of the Economic Development project a match as follows:

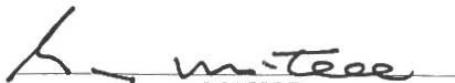
\$112,817 – cash match

ORDERED AND ADJUDGED ON THIS 4th DAY OF September, 2007.

CITY OF PICAYUNE, MISSISSIPPI

Attest:


CITY CLERK


MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT RESOLUTION AUTHORIZING GREG MITCHELL, MAYOR TO ESTABLISH JUST COMPENSATION

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request to accept Resolution authorizing Greg Mitchell, Mayor to establish Just Compensation.

**RESOLUTION AUTHORIZING
GREG MITCHELL, MAYOR
TO ESTABLISH JUST COMPENSATION**

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) has issued regulations setting forth the policy and requirements relating to acquisition of real property for certain HUD funded and financed projects such as, the Community Development Block Grant (CDBG) Program for the City of Picayune, Mississippi; and

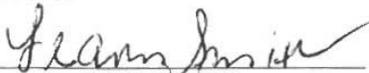
WHEREAS, said regulations cite the procedure by which the City of Picayune makes a determination of just compensation prior to negotiations for the purchase of real property, right of way, or easements by establishing a price that the appraiser recommends as the price representing market value and that their value is the full amount so established by the appraiser; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Picayune, that it delegates authority to its Mayor, Greg Mitchell, to review the values established by the appraiser for parcels of real property, right of way, or easements to be acquired under the city's CDBG projects and to establish just compensation for said parcels and to increase just compensation when economically feasible.

ADOPTED, this the 4th day of September, 2007.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:


CITY CLERK

BY: 
MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO ACCEPT RESOLUTION FOR RESIDENTIAL
ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN UNDER SECTION
104 (d) OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS
AMENDED**

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to accept the Resolution for Residential Antidisplacement and Relocation Assistance Plan under Section 104 (d) of the Housing and Community Development Act of 1974, as amended.

**RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE
PLAN UNDER SECTION 104 (d) OF THE HOUSING AND
COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED**

The City of Picayune will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City will make public and submit to the HUD Field Office the following information in writing:

1. A description of the proposed assisted activity; and
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to use other than as low/moderate income dwelling units as a direct result of the assisted activity; and
3. A time schedule for the commencement and completion of the demolition or conversion; and
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units; and
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The City will provide relocation assistance, as described in 570.606(2), to each low/moderate income household displaced by the demolition or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the City's goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the displacement of persons from their homes:

Evaluation of activity to determine that no alternative solution/location exists that would allow the occupant(s) to remain in their home (site change or relocation proposed improvement converting public facilities improvements, right-of-ways, easements, etc.)

The Residential Antidisplacement and Relocation Assistance Plan and supporting documents are on file and will be made public by posting and/or by publication in the local paper, the notice is as follows:

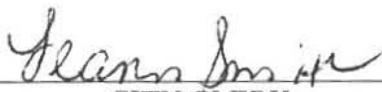
The City has on file for public review, a Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan affirms that the City will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to use other than as low/moderate income housing as a result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606(b)(1). Individuals wishing to review this information may do so during regular office hours at City Hall.

This notification is respectfully submitted by the City to affirm that the above requirements have been met and that by obligating or expending funds that will result in such demolition or conversion of low/moderate income dwelling units to a use other than low/moderate income dwelling units and their replacement thereof shall now commence.

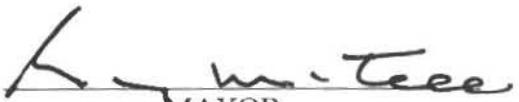
ADOPTED this the 4th day of September, 2007.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:



CITY CLERK

By: 

MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT AGREEMENT BY AND BETWEEN SAMPLE AND ASSOCIATES, INC., FOR APPLICATION PREPARATION/ENVIRONMENTAL 2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT – ECONOMIC DEVELOPMENT

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request to accept Agreement by and between Sample and Associates, Inc., for Application Preparation/Environmental 2006 Katrina Supplemental Community Development Block Grant – Economic Development.

**AGREEMENT FOR APPLICATION PREPARATION / ENVIRONMENTAL
2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT – ECONOMIC DEVELOPMENT**

THIS AGREEMENT is entered into this the 4th day of September, 2007, by and between Sample and Associates, Inc., herein called the "Consultant", and the City of Picayune, herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has grant funds under the 2006 Katrina Supplemental Community Development Block Grant Program available for communities and counties to address economic development activities; and

WHEREAS, the City needs assistance in preparing this Community Development Block Grant Application; and

WHEREAS, the City desires to engage the Consultant to render professional services described below in the "Scope of Services" in connection with the preparation of the Community Development Block Grant Application, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services as set forth hereinafter in the "Scope of Services" outlined below.

2. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary during the preparation of the CDBG application.

3. COMPENSATION

As consideration for the performance of the Contract, the City agrees to pay the Consultant a lump sum amount of \$10,000.00, payment to be made subject to approval of the Community Development Block Grant Application. Also, Consultant shall be paid for actual out-of-pocket expenses incurred related to the environmental clearance. This fee shall not exceed \$1,250.00 unless approved by the Board and is payable upon invoices submitted by Consultant.

4. EQUAL OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin.

5. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

6. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished by the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

7. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the officials of the Mississippi Development Authority, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

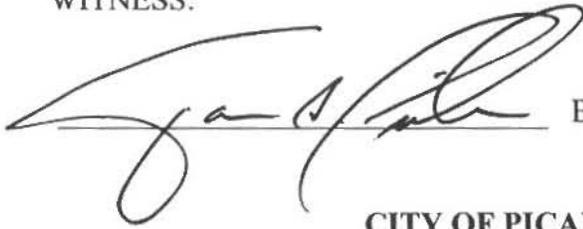
The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of Mississippi Development Authority, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times have access to any portion of the Project in which such Participating Party is involved until the completion of all closeout procedures respecting this Grant.

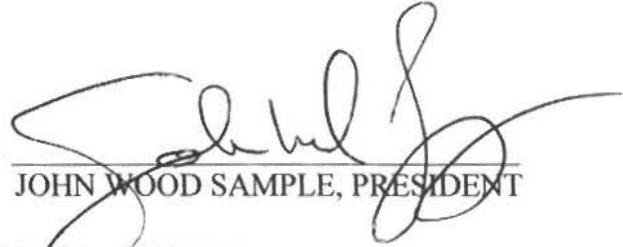
IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the 4th day of September, 2007.

SAMPLE AND ASSOCIATES, INC.

WITNESS:



BY:



JOHN WOOD SAMPLE, PRESIDENT

CITY OF PICAYUNE, MISSISSIPPI

WITNESS:



CITY CLERK

BY:



MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

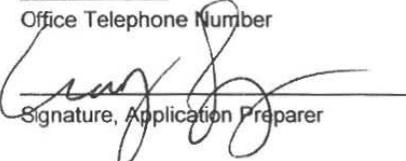
ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE MAYOR TO SIGN ALL SIGNATURE PAGES PERTAINING TO THE 2006 KATRINA SUPPLEMENTAL CDBG GRANT PROGRAM

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to authorize the Mayor to sign all signature pages pertaining to the 2006 Katrina Supplemental CDBG Grant Program.

CERTIFICATION	
<p>To the best of my knowledge and belief, all data contained in this application is true and correct. I certify that all requirements of the State's citizen participation plan are being followed and that I possess the legal authority to apply for the grant. I also certify that no work on this project has been accomplished and that no work will be undertaken until environmental clearance has been received and a contract with MDA has been executed.</p>	
 _____ Signature, CEO/Executive Director	Mayor _____ Title
<u>Greg Mitchell</u> Name (typed)	<u>September 4, 2007</u> Date
<u>(601) 798-9770</u> Office Telephone Number	<u>(601) 798-2642</u> Home Telephone Number
 _____ Signature, Application Preparer	<u>Sample & Associates, Inc</u> Company
<u>Woody Sample</u> Name (typed)	<u>September 4, 2007</u> Date
<u>(601) 932-9050</u> Office Telephone Number	<u>(601) 956-9939</u> Home Telephone Number

SOURCE AND USE OF FUNDS DISCLOSURE

The applicant must disclose all sources and uses of funds for the project.

SOURCE

Description	Sources					
	CDBG	City	Company	Property Developer		
Rail	\$224,661	\$67,839				
Road Improvements	\$524,750					
Water	\$36,000					
Sewer	\$35,500					
Contingency	\$31,438					
Engineering	\$100,000	\$44,978				
Application Preparation / Administration	\$60,000					
Acquisition / Appraisal	\$1,000					
Legal	\$2,000					
Equipment			\$750,000			
Building				\$3,500,000		
Totals	\$1,015,349	\$112,817	\$750,000	3,500,000		

USES

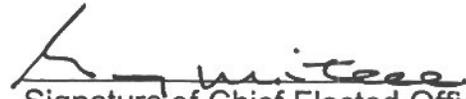
I hereby certified that this is a true and correct disclosure of all project funds.

K. M. Wister
 Chief Elected Official

4-Sep-07
 Date

What is the cost per job for all jobs listed in this assessment? \$36,262

City of Picayune
Name of Applicant


Signature of Chief Elected Official

September 4, 2007
Date of Assessment

KATRINA SUPPLEMENTAL CDBG PROGRAM
ECONOMIC DEVELOPMENT
INITIAL PUBLIC HEARING
MINUTES
CITY OF PICAYUNE
JUNE 26, 2007
2:00 P. M.

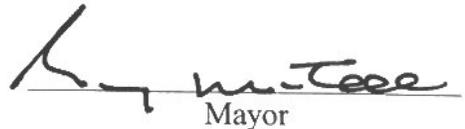
The Community Development Block Grant (CDBG) Public Hearing was called to order by Jason A. Hicks of Sample and Associates, Inc. An attendance roster is attached.

Mr. Hicks discussed the different aspects and programs within the Katrina Supplemental CDBG Program. Included in the discussion was the information as outlined in the overview section of the Mississippi Disaster Recovery Action Plans for the Katrina Supplemental CDBG funds. The hearing was open for discussion.

No one from the general public was in attendance and with no further discussion from those present, the hearing was adjourned.



Project Administrator



Mayor

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AMEND AGENDA

Motion was made by Council Member Turnage, seconded by Council Member Guy to approve request to amend the agenda to including the following items:

1. Consider request for Water Service for Allan & Anissa Goudeau, 222 Jeff Wheat Rd., Picayune, MS 39466
Action Requested: Approve request to City Water Service

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR CITY WATER SERVICE

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request for City Water Service for Allen & Anissa Goudeau, 222 Jeff Wheat Rd, Picayune, MS 39466.

request for a meter

September 4 2007

REQUEST FOR A WATER METER

We recently purchased the property at 222 Jeff wheat Rd Picayune Ms.39466. It does not have a water meter we are connected to the churches water meter, but we would like to have our own meter. Please consider putting another meter for our trailer.

If you have any questions please feel free to call @ (985)-774-5976

THANK YOU

ALLEN & ANISSA GOUDEAU JR

Date 9-4-07

Signature *Genuine m Goudeau*

Date 9-4-07

Signature *Allen Goudeau*

Gas / Water Operations
Utility Construction
Streets & Drainage
Sewer Construction
Sanitation Department
Waste Water Treatment



Chad Frierson
Public Works Director

815 North Beech St. / Picayune, Mississippi 39466
Tel: 601-799-0602 ♦ 601-799-0619 ♦ Fax: 601-749-7012

Sept. 4, 2007

To: Ed Pinero, City Manager
Fr: Chad Frierson, Public Works Director
Re: Request For Water Services

Allen & Anissa Goudeau, Jr.
222 Jeff Wheat Rd.
Picayune, MS 39466
985-774-5976

I recommend this above request be approved.

If You Have Any Questions Concerning This Matter, Please Contact My Office.

See attachment

Sincerely,

Chad Frierson

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM BERRYWOOD ESTATES FOR FINAL SUBDIVISION PLAT APPROVAL FOR BERRYWOOD ESTATES PHASE III PROPERTY TO INCLUDE AN AMENDED ADDENDUM

Motion was made by Council Member Bounds, seconded by Council Member Guy to approve request from Berrywood Estates for Final Subdivision Plat Approval for Berrywood Estates Phase III for property located off of Hwy 43 N., Picayune, MS to include an amended addendum stating that the signature will be based on the installation of a fence around the detention pond and to fix the ditches on North side next to Stemwood and to include a Maintenance Bond of \$42,500.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is described as follows, to-wit: from NE corner of the NW ¼ of Section 12, Township 6 South, Range 17 West, Pearl River County, MS containing 19.6329 acres more or less.

5.

The subdivision under consideration is:
 X Proposed Final Development Plat (Applicant Name: Berrywood Estates Phase III) (Parcel 6171120000000701)

Or

_____ Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex.

Acceptance of Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

_____ Approve the above action without Comments/Conditions.

_____ Approve the above action with the following Comments/Conditions.

_____ .

_____ Disapprove the above action without Comments.

_____ Disapprove the above action with Comments.

- 1. _____
- 2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 14th day of August, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:					x
Dennis Collier:	x				
Richard Reynolds:					x
Stephen Gordon:	x				
Willie Eubanks:	x				
Nancy Durham:	x				
Terrell Jopes:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 14th day of August, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:



MAYOR
Greg Mitchell

CITY MANAGER
Ed Pinero, Jr.

COUNCIL
Larry Watkins
Donald L. Parker
Anna Bales Turnage
Leavern Guy, Sr.
Jerry Bounds

**City of Picayune
Code Enforcement**
815 N. Beech Street
601.798.9770 ext. 229
Fax 601.799.0607
Email: picpermitclerk@bellsouth.net

August 21, 2007

To: Teresa Bennett-Planning and Zoning

From: Chad Frierson

Re: Berrywood Estates
Maintenance Bond

As per your request, it is my recommendation that the City of Picayune accept a letter of Credit **or maintenance bond** from the developer in the amount of **FOURTY TWO THOUSAND, FIVE HUNDRED DOLLARS AND NO/100 (\$42,500.00)**. The amount recommended is ten (10) percent of the construction cost (**425,000.00**) for this phase of the development.

Please note the developer will be given ten working days to correct defective work for items considered by the City to be non-emergency items and will be given four (4) hours to respond to defective work that the City deems to be an emergency or critical to the operation of the City's infrastructure before the City of Picayune will begin to draw down the letter of credit or maintenance bond provided by the developer. Should the City of Picayune be required to draw down on the letter of credit or maintenance bond for any reason, the City will provide the developer with an itemized list of the cost for his record.

We will need to get good contact information from the developer.

Cc: Ed Pinero, Jr – City Manager
Janice Berry – Berrywood Estates, LLC

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO MOVE PUBLIC HEARING FOR STONE TREATED MATERIAL TO EXECUTIVE SESSION

Motion was made by Council Member Guy, seconded by Council Member Turnage to move Public Hearing for Stone Treated Material to Executive Session.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REMOVE THE FOLLOWING PROPERTIES THAT HAVE BEEN CLEANED OFF THE PUBLIC HEARING LIST

Motion was made by Council Member Bounds, seconded by Council Member Turnage to remove the following properties that have been cleaned off the Public Hearing List:

819 Wisteria Lane
Wisteria Lane Parcel #617-515-001-04-075
116 Moody Street
Baylous Street parcel #617-614-001-07-004 & 617-614-001-07-003
1416 Hilltop Ave.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO HOLD PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Bounds, seconded by Council Member Turnage to declare the following properties a Public Nuisance and giving 30 days to clean said property. If said property is not cleaned within the 30 days it will be turned over to the City of Picayune to clean with charges for cleanup placed as a lien against the property:

2217 East Canal Street
Telly Rd. Duplexes parcel #617-623-002-04-012
311 3rd Street
Taylor Street parcel #617-515-004-07-016
1815 Adcox Road
122 Greenview Drive

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO ACCEPT DONATION CHECK FROM WAL-MART PRESENTED TO THE PICAYUNE FIRE DEPARTMENT

Motion was made by Council Member Guy, seconded by Council Member Bounds to accept a donation check of \$500.00 from Wal-Mart presented to the Picayune Fire Department to use to purchase fire prevention materials for small children.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Watkins, seconded by Council Member Bounds to amend the agenda to include the following:

1. Possible Litigation – Hide-Away-Lake

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Watkins, seconded by Council Member Bounds to enter executive session to discuss the following:

- A. Personnel matter
- B. Contractual matter with Neal Schaeffer
- C. Contractual matter with Parks & Recreation Dept.
- D. Possible litigation – Hide-Away-Lake
- E. Public Nuisance – Stone Treated Materials
- F. Appoint new member to Planning Commission

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PERSONNEL MATTER

NO ACTION TAKEN

CONTRACTUAL MATTER WITH NEEL SCHAEFFER

NO ACTION TAKEN – DISCUSSION ONLY

CONTRACTUAL MATTER WITH PARKS & RECREATION DEPARTMENT

NO ACTION TAKEN – DISCUSSION ONLY

POSSIBLE LITIGATION – HIDE-AWAY-LAKE

NO ACTION TAKEN – DISUCSSION ONLY

PUBLIC NUISANCE – STONE TREATED MATERIALS

Motion was made by Council Member Guy, seconded by Council Member Turnage to revoke privilege license for Stone Treated Materials and they must come under compliance with MDEQ and then can reapply with the city for another privilege license.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPOINT NEW MEMBER THE PLANNING COMMISSION

NO ACTION TAKEN

MOTION TO RECESS

Motion was made by Council Member Turnage, seconded by Council Member Guy to recess until Wednesday, September 5, 2007 at 4:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Wednesday, September 5, 2007, at 4.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Leavern Guy, Larry Watkins, Jerry Bounds, and City Manager Ed Pinero, Jr., and the following members Amber Hinton, Rhonda Martin, and Jon Myers as part of the strategic planning workshop. Council Member Anna Turnage and Donald Parker were absent.

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

MOTION WAS MADE TO HOLD A BUDGET AND STRATEGIC PLANNING WORKSHOP

NO ACTION TAKEN – DISCUSSION ONLY

MOTION TO RECESS

Motion was made by Council Member Bounds, seconded by Council Member Guy to recess until Monday, September 10, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Watkins, Guy, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Parker

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Monday, September 10 2007, at 6:00 pm in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Leavern Guy, Anna Turnage, Larry Watkins, and City Manager Ed Pinero, Jr. Council Member Jerry Bounds and Donald Parker were absent.

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

MAYOR AND COUNCIL HELD PUBLIC HEARING FOR 2007-2008 FISCAL YEAR BUDGETS

NO ACTION TAKEN – DISCUSSION ONLY

MOTION TO RECESS

Motion was made by Council Member Turnage, seconded by Council Member Watkins to recess until Friday, September 14, 2007 at 4:00 pm to adopt 2007-2008 Fiscal Year Budget.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Turnage, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: Council Member Bounds and Parker

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Friday, September 14, 2007, at 4:00 pm in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, and Anna Turnage and City Manager Ed Pinero, Jr. Council Member Leavern Guy was absent.

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

Opening prayer was given by Donald Parker, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

ORDER TO ADOPT THE 2007-2008 FISCAL YEAR BUDGET

Motion was made by Council Member Turnage, seconded by Council Member Bounds to Adopt the Budget for the 2007-2008 Fiscal Year.

CITY OF PICAYUNE
BUDGET SUMMARY
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2008

	TOTAL BUDGET	GENERAL FUND	PROPRIETARY FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECT
RECEIPTS:						
LICENSE & PERMITS	\$ 656,000	656,000				
INTERGOVERNMENTAL REVENUES	9,502,681	7,967,534	1,535,147			
CHARGES FOR SERVICES	5,689,493	110,100	5,465,500	113,893		
FINES & FORFEITS	380,300	380,300				
MISCELLANEOUS	74,629	39,494	35,135			
TRANSFERS	2,186,553	950,000	92,000	150,000	836,553	158,000
INTEREST EARNINGS	87,750	50,000	37,750			
GRANT REVENUE	917,950			285,950		632,000
NON REVENUE RECEIPTS	5,600	0	5,600			
PROCEEDS FROM LOANS	0	0				
TOTAL FROM ALL SOURCES OTHER THAN TAXES	19,500,956	10,153,428	7,171,132	549,843	836,553	790,000
AMOUNT TO BE RAISED BY AD VALOREM TAX	2,055,880	2,055,880				
TOTAL REVENUES	21,556,836	12,209,308	7,171,132	549,843	836,553	790,000
BEGINNING CASH	4,343,862	2,680,859	1,519,884	143,119		
TOTAL FROM ALL SOURCES	\$ 25,900,698	14,890,167	8,691,016	692,962	836,553	790,000
EXPENDITURES:						
GENERAL GOVERNMENT						
PERSONNEL	\$ 1,390,300	1,390,300				
SUPPLIES	40,750	40,750				
OTHER SERVICES & CHARGES	413,075	413,075				
CAPITAL OUTLAY	6,000	6,000				790,000
TOTALS	\$1,850,125	1,850,125				
PUBLIC SAFETY - POLICE						
PERSONNEL	2,341,700	\$2,341,700				
SUPPLIES	201,841	\$201,841				
OTHER SERVICES & CHARGES	267,300	\$267,300				
CAPITAL OUTLAY	46,134	\$46,134				
TOTALS	\$2,856,975	\$2,856,975				
PUBLIC SAFETY - FIRE						
PERSONNEL	2,111,300	\$2,111,300				
SUPPLIES	68,850	68,850				
OTHER SERVICES & CHARGES	76,050	76,050				
CAPITAL OUTLAY	1,994,831	1,994,831				
TOTALS	\$4,251,031	\$4,251,031				
PUBLIC WORKS						
PERSONNEL	761,300	\$761,300				
SUPPLIES	107,650	107,650				
OTHER SERVICES & CHARGES	75,600	75,600				
CAPITAL OUTLAY	115,288	115,288				
TOTALS	\$1,059,838	\$1,059,838				
UTILITY ADMINISTRATION						
PERSONNEL	0		0			
SUPPLIES	0		0			
OTHER SERVICES & CHARGES	1,297,300		1,297,300			
CAPITAL OUTLAY	0		0			
TOTALS	1,297,300		1,297,300			
TREATMENT PLANT & UTILITY CONSTRUCTION						
PERSONNEL	1,111,507		1,111,507			
SUPPLIES	2,168,900		2,168,900			
OTHER SERVICES & CHARGES	583,455		583,455			
CAPITAL OUTLAY	1,581,538		1,581,538			
TOTALS	5,445,400		5,445,400			
CULTURE & RECREATION						
PERSONNEL	114,500	\$114,500				
SUPPLIES	17,200	\$17,200				
OTHER SERVICES & CHARGES	11,900	\$11,900				
CAPITAL OUTLAY	1,318,381	\$1,318,381				
TOTALS	1,461,981	1,461,981				
AIRPORT OPERATION						
PERSONNEL	182,200			182,200		
SUPPLIES	5,400			5,400		
OTHER SERVICES & CHARGES	46,250			46,250		
CAPITAL OUTLAY	285,950			285,950		
TOTALS	519,800			519,800		
CEMETERY OPERATION						
PERSONNEL	114,800		114,800			
SUPPLIES	12,500		12,500			
OTHER SERVICES & CHARGES	3,950		3,950			
CAPITAL OUTLAY	0		0			
TOTALS	131,250		131,250			
COST OF LIVING RAISES	0	0	0			
DEBT PAYMENTS	986,792		152,148	0	836,553	
AID TO OTHER GOVERNMENTS	44,200	44,200				
TRANSFERS TO OTHER FUNDS	1,925,010	684,948	1,108,000	132,062	0	
OTHER	0			0		
TOTAL EXPENDITURES	22,621,612	12,209,098	8,134,099	691,862	836,553	790,000
ENDING CASH BALANCE	3,279,085	2,681,069	556,916	41,100	0	0
TOTAL EXPENDITURES & ENDING CASH BALANCE	\$ 25,900,697	14,890,167	8,691,015	692,962	836,553	790,000

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Turnage, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ADOPT MILLAGE RATE FOR CITY OF PICAYUNE AND PICAYUNE MUNICIPAL SEPARATE SCHOOL DISTRICT FOR FISCAL YEAR 2007-2008

Motion was made by Council Member Watkins, seconded by Council Member Bounds to adopt millage rate of 25.50 for City of Picayune and 59.47 for Picayune Municipal Separate School District for Fiscal Year 2007-2008 beginning October 1, 2007 and ending September 30, 2008.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Turnage, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDINANCE NO. 837

AN ORDINANCE FIXING THE LEVY FOR THE MUNICIPAL TAXES FOR THE CITY OF PICAYUNE, MISSISSIPPI FOR THE FISCAL YEAR 2007-2008, BEGINNING OCTOBER 1, 2007 AND ENDING SEPTEMBER 30, 2008

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 25.50 mills on the dollar upon, real personal and fixed property within the corporate limits of the City of Picayune, Mississippi, taxable according to law, be and the same is hereby fixed and declared for the fiscal year 2007-2008, for the following purposes, to-wit:

GENERAL FUND (Authority: Mississippi Code of 1972, Section 27-39-307)	23.50
PEARL RIVER COUNTY LIBRARY SYSTEM (Authority: Mississippi Code of 1972, Section 39-3-7)	2.00
TOTAL FOR ALL MUNICIPAL PURPOSES	25.50

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 Council Member Watkins, seconded by Council Member Bounds, and was adopted by the following roll call vote:

VOTING YEA: Mayor Mitchell, Council Member Bounds, Turnage, Guy, Watkins and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: None

Whereupon the Mayor declared that the motion was carried and Ordinance adopted, on this 14th day of September 2007.

Greg Mitchell, Mayor

Leann Smith, Deputy City Clerk

ORDINANCE NO. 838

AN ORDINANCE FIXING THE LEVY FOR THE PICAYUNE SEPARATE SCHOOL DISTRICT FOR THE FISCAL YEAR 2007-2008, BEGINNING OCTOBER 1, 2007 AND ENDING SEPTEMBER 30, 2008

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

SECTION 1. That a levy of 59.47 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 2007-2008, for the following purposes, to-wit:

FOR SCHOOL COSTS (Authority: Mississippi Code of 1972, Section 37-57-1, et. seq.)	55.00
FOR THREE MILL NOTE	1.19
FOR SHORTFALL NOTE – 11/09/07	0.61
FOR SHORTFALL NOTE – 9/19/08	0.93
FOR COLLECTION COST (Authority: Mississippi Code of 1972, Section 37-57-1, et. seq.)	1.74

TOTAL FOR ALL SCHOOL PURPOSES

59.47

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 Council Member Watkins, seconded by Council Member Bounds, and was adopted by the following roll call vote:

VOTING YEA: Mayor Mitchell, Council Member Bounds, Turnage, Guy, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: None

Whereupon the Mayor declared that motion was carried and the Ordinance adopted, on the 14th day of September 2007.

Greg Mitchell, Mayor

Leann Smith, Deputy City Clerk

ORDER TO ADOPT THE 2007 TAX ROLLS

Motion was made by Council Member Watkins, seconded by Council Member Parker to adopt the 2007 Tax Rolls as prepared by Hancock County Tax Assessor/Collector as presented.

JIMMIE LADNER, JR.

Hancock County Tax Assessor-Collector

MUNICIPAL ASSESSMENT COMPARISONS

BAY ST LOUIS		
	2006 TOTALS (8/21/2006)	2007 TOTALS (9/5/2007)
REAL	\$ 46,019,210 (73%) -27% LOSS	\$77,837,714 (169%) + 69%
PERSONAL	\$ 2,160,142	\$ 5,841,922 (270%) +170%
UTILITIES	\$ 4,360,222	\$ 4,133,224 (94%) - 6%
VEHICLES	\$ 13,685,018	\$ 15,908,427 (116%) + 16%
MOBILE	\$ 19,621	\$ 63,977 (326%) + 226%
TOTALS	\$ 66,244,213 NC \$640,225 New \$128,045?	\$103,765,264 (157%) + 57%

Special Homestead	\$ 4,518,786 H.E.#2,104	\$ 5,669,834 H.E. #2,765
Net Assessment	\$ 61,725,427 (76%) -24% LOSS	\$ 98,095,430 (159%) + 59%
1 MILL	\$ 59,000 (@95%)	\$ 96,000 (@98%) +64%

WAVELAND		
	2006 TOTALS (8/21/2006)	2007 TOTALS (9/5/2007)
REAL	\$ 31,081,924 (65%) -35% LOSS	\$ 39,438,303 (127%) + 27%
PERSONAL	\$ 2,533,826 (64%) -36% LOSS	\$ 5,107,431 (202%) +102%
UTILITIES	\$ 1,195,187 (95%) -5% LOSS	\$ 1,318,601 (110%) +10%
VEHICLES	\$ 9,437,299	\$ 9,269,771 (98%) - 2%
MOBILE	\$ 27,657	\$ 25,245 (91%) - 9%
TOTALS	\$ 44,275,893 NCS 195,578 New \$195,578	\$ 55,159,351 (125%) +25%

Special Homestead	\$ 3,187,861 H.E. #1,979	\$ 3,049,589 H.E. #1,941
Net Assessment	\$ 41,088,032	\$ 52,109,762 (127%) +275%
MILL	\$ 39,000	\$ 51,000 (@98%) +31%

PICAYUNE MSSD		
	2006 TOTALS (08/21/2006)	2007 TOTALS (09/5/2007)
REAL	\$ 2,305,901 (106%) +6%	\$ 2,467,651 (107%) + 7%
PERSONAL	\$ 0	\$ 0
UTILITIES	\$ 1,155,157	\$ 1,188,438 (103%) + 3%
VEHICLES	\$ 200,554	\$ 130,228 (65%) -35%
MOBILE	\$ 16,195 (124%) +24%	\$ 16,634 (103%) + 3%
TOTALS	\$ 3,677,807 New \$41,212	\$ 3,802,951 New \$???
Special Homestead	\$ 282,642 Crdt \$9,699 H.E. #131	\$ 248,010 Crdt \$9,699 H.E. #125
Net Assessment	\$ 3,395,165	\$ 3,554,941 1 MILL = \$3K

Note: Assessment COMPILED (09/5/2007) E. Lee Bennett (228,437.0130).
Values are finalized for 2007.

NO. 3472 P. 2

HANCOCK COUNTY TAX A

SEP. 13. 2007 9:17AM

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Turnage, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ADOPT 2007 TAX ROLLS

Motion was made by Council Member Parker, seconded by Council Member Turnage to adopt 2007 Tax Rolls as prepared by Pearl River County Tax Assessor/Collector as presented.

GARY BEECH
PEARL RIVER COUNTY
TAX ASSESSOR AND COLLECTOR
P O BOX 509
POPLARVILLE, MS 39470

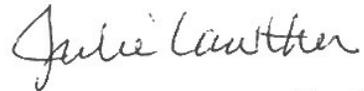
August 3, 2007

City of Picayune
815 N Beech Street
Picayune, MS 39466

To Whom It May Concern:

Enclosed you will find the Preliminary 2007 Assessed Valuations for your district. If you have questions or need further information, please call Julie at 601-403-2222.

Sincerely,



Julie Lawther, Deputy Tax Collector

PEARL RIVER COUNTY
TOTAL ASSESSED VALUE

ASSESSED VALUATION OF
CITY OF PICAYUNE

TAX TYPE	2005 VALUE	2006 VALUE	PRELIMINARY 2007 GROSS VALUE	(minus) SCHOOL TAX	PRELIMINARY 2007 TOTAL	AMOUNT INCREASE OR (DECREASE)	PERCENT INCREASE OR (DECREASE)
REAL	43,003,633	46,092,721	49,155,803		49,155,803	3,063,082	6.23%
PERSONAL	11,770,783	13,172,454	12,649,312	104,736	12,544,576	-627,878	-5.01%
MOBILE HOMES	77,103	86,835	74,280		74,280	-12,555	-16.90%
MOTOR VEHICLES	11,016,480	13,199,466	13,067,170		13,067,170	-132,296	-1.01%
PUBLIC UTILITIES	2,730,015	2,871,674	2,611,806		2,611,806	-259,868	-9.95%
TOTAL	68,598,014	75,423,150	77,558,371	104,736	77,453,635	2,030,485	

LESS SPECIAL HOMESTEAD
TOTAL ASSESSED VALUE

5,818,221
69,604,929

5,841,738
71,611,897

NET NEW ASSESSMENT

REAL
PERSONAL
MOBILE HOMES
MOTOR VEHICLES
PUBLIC UTILITIES

3,089,088
1,506,427
9,732
2,182,986
141,659
6,929,892

3,063,082
0
0
0
0
3,063,082

TOTAL ASSESSED VALUE LESS NEW

62,675,037

68,548,815

GARY BEECH
PEARL RIVER COUNTY
TAX ASSESSOR AND COLLECTOR
P O BOX 509
POPLARVILLE, MS 39470

August 3, 2007

Picayune Separate School District
815 N Beech Street
Picayune, MS 39466

To Whom It May Concern:

Enclosed you will find the Preliminary 2007 Assessed Valuations for your district. If you have questions or need further information, please call Julie at 601-403-2222.

Sincerely,

A handwritten signature in cursive script that reads "Julie Lawther".

Julie Lawther, Deputy Tax Collector

PEARL RIVER COUNTY
TOTAL ASSESSED VALUE

ASSESSED VALUATION OF
PICAYUNE SCHOOL

TAX TYPE	2005 VALUE	2006 VALUE	PRELIMINARY 2007 GROSS VALUE	(minus) SCHOOL TAX	PRELIMINARY 2007 TOTAL	AMOUNT INCREASE OR (DECREASE)	PERCENT INCREASE OR (DECREASE)
REAL	73,033,959	78,839,408	84,474,731		84,474,731	5,635,323	6.67%
PERSONAL	12,876,371	14,470,554	13,782,082		13,782,082	-688,472	-5.00%
MOBILE HOMES	911,518	1,225,681	1,281,830		1,281,830	56,149	4.38%
MOTOR VEHICLES	25,417,728	30,869,963	31,235,909		31,235,909	365,946	1.17%
PUBLIC UTILITIES	4,932,061	5,122,136	4,721,600		4,721,600	-400,536	-8.48%
TOTAL	117,171,637	130,527,742	135,496,152	0	135,496,152	4,968,410	
LESS SPECIAL HOMESTEAD		9,219,789			12,426,860		
TOTAL ASSESSED VALUE		<u>121,307,953</u>			<u>123,069,292</u>		
NET NEW ASSESSMENT							
REAL		5,805,449			5,635,323		
PERSONAL		1,594,183			0		
MOBILE HOMES		314,163			56,149		
MOTOR VEHICLES		5,452,235			365,946		
PUBLIC UTILITIES		190,075			0		
TOTAL NET NEW ASSESSMENT		<u>13,356,105</u>			<u>6,057,418</u>		
TOTAL ASSESSED VALUE LESS NEW		<u>107,951,848</u>			<u>117,011,874</u>		

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Turnage, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Bounds, seconded by Council Member Parker to recess until Tuesday, September 18, 2006 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Turnage, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, September 18, 2007, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Leavern Guy, Larry Watkins, Anna Turnage, and Jerry Bounds and City Manager Ed Pinero, Jr.

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

Opening prayer was given by Roger Colwell, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED
SEPTEMBER 4,5, AND 10, 2007**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve the City of Picayune Minutes dated September 4,5,and 10, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: 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 Turnage to approve the issuance of the following manual checks:

MANUAL CHECKLIST

**COUNCIL MEETING
September 18, 2007**

PAY TO	EXPENSE	AMOUNT
Bancorpsouth Finance Equipment	Pmt due 09/25/07	2387.08
MS Municipal League	Members Dues 10/01/07	3,461.00
Ann Thrasher	Utility overpayment refund on account #19299	13.25
Ms Municipal Workers Comp. Group	Workers Comp. Coverage for 10/01/08 – 09/30/08	66,169.00
SEMPAC	Registration fee for Amber Hinton & Teri Feeley to attend Governmental Accounting Seminar in Biloxi, MS	650.00
Imperial Palace Hotel	Lodging for Governmental Accounting Seminar in Biloxi – Amber Hinton & Teri Feeley	179.18
Ms State Treasury	Repayment check for the state share funds from Hurricane Dennis(FEMA)	214.38

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

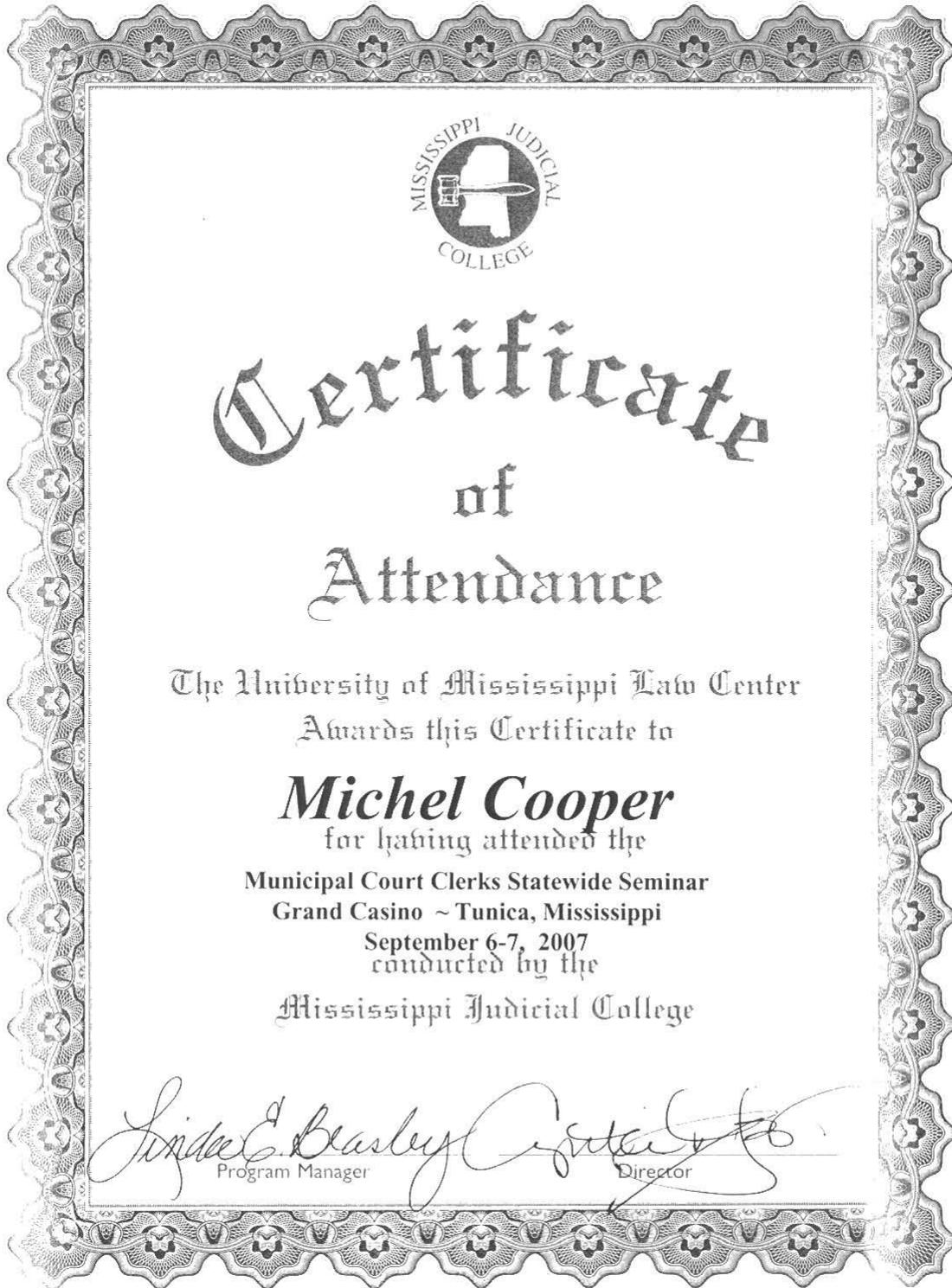
ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ACKNOWLEDGE AND ACCEPT CERTIFICATE OF ATTENDANCE

Motion was made by Council Member Bounds, seconded by Council Member Turnage to acknowledge and accept Certificate of Attendance for Michel Cooper, Court Clerk for the City who attended Municipal Court Clerk's Statewide Seminar.



The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Bounds, seconded by Council Member Turnage to Accept Planning Commission Minutes dated August 14, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET FOR STREET CLOSURE FOR OUTHOUSE RACE

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request from Picayune Main Street for street closings from Church Street to Steel Avenue along Canal Street for Outhouse Race on October 6, 2007 from 9:00 am until 11:30 am.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET TO CONDUCT THE 22ND ANNUAL PICAYUNE STREET FAIR

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request from Picayune Main Street to conduct the 22nd Annual Picayune Street Fair November 3 & 4, 2007 with street closure from Friday, November 2, 2007 at 6:00 pm through 7:00 pm Sunday November 4, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET TO CONDUCT TRAIN RIDE BY PAUL SULLIVAN AT PICAYUNE STREET FAIR

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request from Picayune Main Street to conduct train ride by Paul Sullivan at Picayune Street Fair November 3 & 4, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET TO HAVE THE FOLLOWING ENTERTAINMENT AT THE PICAYUNE STREET FAIR

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve request from Picayune Main Street to add the following entertainment for the Fall Street Fair on November 3 & 4, 2007, Rock Wall and Mechanical Bull on North Main Street and Euro Bungee and Velcro Wall on South Main Street provided by Brian Dickens of New Heights Biz.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET TO CONDUCT COMMERCIAL HELICOPTER SERVICE AT PICAYUNE STREET FAIR

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request from Picayune Main Street to conduct Commercial Helicopter Service provided by Joe Pascal at Picayune Street Fair November 3 & 4, 2007 on property owned by Jamie Boe located on South Main Street.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET TO HOLD A NUTRITION AND HEALTH FAIR AT JACK READ PARK ON OCTOBER 18, 2007

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request from Picayune Main Street to hold a Nutrition and Health Fair on October 18, 2007 from 9 am to 12 pm at Jack Read Park.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PICAYUNE MAIN STREET TO ACCEPT A CHECK DONATION IN THE AMOUNT OF \$2475.00 FOR HALF OF THE PURCHASE COST FOR BENCHES TO BE PLACED AROUND THE CITY

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request from Picayune Main Street to accept a check donation in the amount of \$2475.00 for half of the purchase cost for benches to be placed around the City.

Picayune Main Street, Inc

New South Old Charm
Post Office Box 1656
Picayune, MS 39466
601-799-3070

Mayor Greg Mitchell
City Manager Ed Pinero
City Council Jerry Bounds, Anna Bales Turnage
Leavern Guy, Donald Parker, & Larry Watkins

Please accept this donation of \$2475.00 to be used as a down payment for the purchase of 18 benches from Mississippi Prison Industries. Benches will be placed in the downtown area in Picayune for the comfort of shoppers. Remaining balance of \$2475.00 will be paid to the City of Picayune prior to delivery of the benches. Benches will be delivered free of charge by MPIC- Anthony Ingram contact person 604-969-5750 ext 3016

Thank you

Reba Beebe
Picayune Main Street, Inc.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM COASTAL WASTE, INC. TO DONATE ROLL TIDE STICKERS TO THE CITY OF PICAYUNE

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request from Coastal Waste, Inc. to donate Roll Tide Stickers to the City of Picayune.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPOINT LUDDIA MARY WILLIAMS AS A NEW MEMBER TO THE PLANNING COMMISSION TO REPLACE RICHARD REYNOLDS

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request to appoint Luddia Mary Williams as a new member to the Planning Commission to replace Richard Reynolds.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO EXTEND A 120-DAY MORATORIUM ON BILL BOARDS

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to extend a 120-day Moratorium on Bill Boards.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RESCIND VOTE TO EXTEND A 120-DAY MORATORIUM ON BILL BOARDS

Motion was made by Council Member Bounds, seconded by Council Member Turnage to rescind their vote to extend a 120-day Moratorium on Bill Boards and to extend it to 30-days.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO EXTEND A 30-DAY MORATORIUM ON BILL BOARDS

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to extend a 30-day Moratorium on Bill Boards.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT BID FOR FRIENDSHIP PARK-HURRICANE KATRINA REPAIRS TO KENNETH R. THOMPSON, JR., BUILDER, INC.

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept bid for Friendship Park – Hurricane Katrina repairs to Kenneth R. Thompson, Jr., Builder, Inc. in the amount of \$775,015.00.



3902 391 2 11
3914 391 2 11
3926 391 2 11
3938 391 2 11
3950 391 2 11
3962 391 2 11
3974 391 2 11
3986 391 2 11

September 12, 2007
N-S Project No. 6345.01

Ed Pinero, City Manager
City of Picayune
815 North Beech Street
Picayune, Mississippi 39466

REFERENCE: FRIENDSHIP PARK – HURRICANE KATRINA REPAIRS
PICAYUNE, MISSISSIPPI

Dear Mr. Pinero:

Enclosed for your records are one (1) original and two (2) copies of the Certified Bid Tabulation for the bid received for the referenced project. There were three bids submitted, opened and read at the bid opening on September 12, 2007. Upon review and tabulation of the bids received and opened, the bid of Kenneth R. Thompson, Jr., Builder, Inc., in the amount of \$775,018.00, is the lowest and best bid.

The bid of Kenneth R. Thompson, Jr., Builder, Inc., Greenwood, Mississippi is in order containing all information as requested in the bid proposal. We therefore recommend a contract be awarded to Kenneth R. Thompson, Jr., Builder, Inc. in the amount of \$775,018.00 for the referenced project.

Please call if you have any questions or need additional information

Sincerely,

NEEL-SCHAFFER, INC.

Jeffery L. Lee, P.E.
Senior Project Engineer

JLL

Attachments

BID TABULATION
City of Picayune
Friendship Park - Hurricane Katrina Repairs

Pay Item No.	DESCRIPTION	Unit	QTY	Kenneth R. Thompson, Jr. Post Office Box 1609 Greenwood, MS 38935		Fountain Construction Post Office Box 10506 Jackson, MS 39289		Gill's Crane & Dozer 116 Marlin Drive Slidell, LA 70461	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 28,050.00	\$ 28,050.00	\$ 105,751.00	\$ 105,751.00	\$ 75,000.00	\$ 75,000.00
2	Demolition of Existing Ball Field Facilities including Electrical System	LS	1	\$ 31,720.00	\$ 31,720.00	\$ 33,807.00	\$ 33,807.00	\$ 55,000.00	\$ 55,000.00
3	Field Lighting Poles	EA	27	\$ 5,922.00	\$ 159,894.00	\$ 5,212.30	\$ 140,732.10	\$ 14,000.00	\$ 378,000.00
4	Field Lighting Pole Foundation and Installation	EA	27	\$ 1,365.00	\$ 36,855.00	\$ 10,304.67	\$ 278,226.09	\$ 4,794.00	\$ 129,438.00
5	Field Lighting Fixtures, Mounting Hardware and Crossarms	EA	272	\$ 455.00	\$ 123,760.00	\$ 649.51	\$ 176,666.72	\$ 531.25	\$ 144,500.00
6	4 Foot Chain Link Fence	LF	280	\$ 12.15	\$ 3,402.00	\$ 15.66	\$ 4,384.80	\$ 16.95	\$ 4,746.00
7	6 Foot Chain Link Fence	LF	1600	\$ 14.50	\$ 23,200.00	\$ 19.74	\$ 31,584.00	\$ 19.75	\$ 31,600.00
8	8 Foot Chain Link Fence	LF	120	\$ 45.25	\$ 5,430.00	\$ 82.60	\$ 9,912.00	\$ 77.50	\$ 9,300.00
9	15 Foot Backstop - Chain Link with Netting	EA	2	\$ 8,820.00	\$ 17,640.00	\$ 15,378.50	\$ 30,757.00	\$ 8,480.00	\$ 16,960.00
10	4-Post Steel Frame Canopies for Bleachers and Dugouts	SF	4620	\$ 20.00	\$ 92,400.00	\$ 14.67	\$ 67,775.40	\$ 20.00	\$ 92,400.00
11	Concrete Pads	SY	940	\$ 38.50	\$ 36,190.00	\$ 34.15	\$ 32,101.00	\$ 155.00	\$ 145,700.00
12	Conduit and Conductor - 6 # 2, 1 # 2grd	LF	1590	\$ 30.00	\$ 47,700.00	\$ 33.72	\$ 53,614.80	\$ 25.00	\$ 39,750.00
13	Conduit and Conductor - 3 # 6, 1 # 6grd	LF	4910	\$ 13.90	\$ 68,249.00	\$ 12.49	\$ 61,325.90	\$ 15.00	\$ 73,650.00
14	Conduit and Conductor - 3 # 2, 1 # 2grd	LF	320	\$ 16.40	\$ 5,248.00	\$ 28.73	\$ 9,193.60	\$ 12.00	\$ 3,840.00
15	Conduit and Conductor - 2 # 2, 1 # 8grd	LF	3420	\$ 15.00	\$ 51,300.00	\$ 9.87	\$ 33,755.40	\$ 9.50	\$ 32,490.00
16	Conduit and Conductor - 2 # 4/0, 1 # 4/0grd	LF	270	\$ 33.00	\$ 8,910.00	\$ 29.35	\$ 7,924.50	\$ 22.50	\$ 6,075.00
17	Conduit and Conductor - 2 ea parallel run of 3-500kcmil, 1-350kcmil N, 1#2 grd	LF	160	\$ 57.50	\$ 9,200.00	\$ 93.68	\$ 14,988.80	\$ 138.00	\$ 22,080.00
18	Conduit and Conductor - 2 # 4, 1 # 8grd	LF	200	\$ 14.50	\$ 2,900.00	\$ 13.12	\$ 2,624.00	\$ 18.50	\$ 3,700.00
19	Electrical Controls - Power Panel Board, including 480 Vac Panel, Transformer, Lighting Control Panel, 120/240 Panel, Mounting Structure, Concrete Pad, Fence and all Conduit and Conductors Required for a Complete Operational System.	EA	2			\$ 9,560.00	\$ 19,120.00	\$ 22,732.50	\$ 45,465.00
20	Scoreboard Connection	EA	8	\$ 275.00	\$ 2,200.00	\$ 312.25	\$ 2,498.00	\$ 850.00	\$ 6,800.00
21	Concession Stand Connection	EA	1	\$ 900.00	\$ 900.00	\$ 4,372.00	\$ 4,372.00	\$ 1,200.00	\$ 1,200.00
22	Storage Building Connection	EA	1	\$ 750.00	\$ 750.00	\$ 4,372.00	\$ 4,372.00	\$ 1,200.00	\$ 1,200.00
TOTAL BID:				\$	775,018.00	\$	1,151,831.11	\$	1,323,429.00

NOTE:

- Bid Submitted by Fountain Construction was determined to be a conditional bid
- Bid submitted by Fountain Construction was found to have errors in the extension prices of Pay Item Nos. 7, 10, 12, 13, & 15. The total bid amount was corrected to reflect corrected extension prices of Pay Item Nos. 7, 10, 12, 13 & 15.

I certify this is a true and accurate tabulation of bids received on September 12, 2007 for Friendship Park - Hurricane Katrina Repairs Project for the City of Picayune, Mississippi.

Jeffery L. Lee, P.E.
 Registered Professional Engineer
 #10746
 Mississippi Registration No. 10746

BID TABULATION

City of Picayune

Friendship Park - Hurricane Katrina Repairs

September 12, 2007 -- 2:00 P.M.		Kenneth R. Thompson, Jr. Post Office Box 1609 Greenwood, MS 38935		Fountain Construction Post Office Box 10506 Jackson, MS 39289		Gill's Crane & Dozer 116 Marlin Drive Slidell, LA 70461	
Pay Item No.	DESCRIPTION	Unit	QTY	Unit Price	Extension	Unit Price	Extension
1	Mobilization	LS	1	\$ 28,050.00	\$ 28,050.00	\$ 105,751.00	\$ 105,751.00
2	Demolition of Existing Ball Field Facilities including Electrical System	LS	1	\$ 31,720.00	\$ 31,720.00	\$ 33,807.00	\$ 33,807.00
3	Field Lighting Poles	EA	27	\$ 5,922.00	\$ 159,894.00	\$ 5,212.30	\$ 140,732.10
4	Field Lighting Pole Foundation and Installation	EA	27	\$ 1,365.00	\$ 36,855.00	\$ 10,304.67	\$ 278,226.09
5	Field Lighting Fixtures, Mounting Hardware and Crossarms	EA	272	\$ 455.00	\$ 123,760.00	\$ 649.51	\$ 176,666.72
6	4 Foot Chain Link Fence	LF	280	\$ 12.15	\$ 3,402.00	\$ 15.66	\$ 4,384.80
7	6 Foot Chain Link Fence	LF	1600	\$ 14.50	\$ 23,200.00	\$ 19.74	\$ 31,584.00
8	8 Foot Chain Link Fence	LF	120	\$ 45.25	\$ 5,430.00	\$ 82.60	\$ 9,912.00
9	15 Foot Backstop - Chain Link with Netting	EA	2	\$ 8,820.00	\$ 17,640.00	\$ 15,378.50	\$ 30,757.00
10	4-Post Steel Frame Canopies for Bleachers and Dugouts	SF	4620	\$ 20.00	\$ 92,400.00	\$ 14.67	\$ 67,775.40
11	Concrete Pads	SY	940	\$ 38.50	\$ 36,190.00	\$ 34.15	\$ 32,101.00
12	Conduit and Conductor - 6 # 2, 1 # 2grd	LF	1590	\$ 30.00	\$ 47,700.00	\$ 33.72	\$ 53,614.80
13	Conduit and Conductor - 3 # 6, 1 # 6grd	LF	4910	\$ 13.90	\$ 68,249.00	\$ 12.49	\$ 61,325.90
14	Conduit and Conductor - 3 # 2, 1 # 2grd	LF	320	\$ 16.40	\$ 5,248.00	\$ 28.73	\$ 9,193.60
15	Conduit and Conductor - 2 # 2, 1 # 8grd	LF	3420	\$ 15.00	\$ 51,300.00	\$ 9.87	\$ 33,755.40
16	Conduit and Conductor - 2 # 4/0, 1 # 4/0grd	LF	270	\$ 33.00	\$ 8,910.00	\$ 29.35	\$ 7,924.50
17	Conduit and Conductor - 2 ea parallel run of 3-500kcmil, 1-350kcmil N, 1#2 grd	LF	160	\$ 57.50	\$ 9,200.00	\$ 93.68	\$ 14,988.80
18	Conduit and Conductor - 2 # 4, 1 # 8grd	LF	200	\$ 14.50	\$ 2,900.00	\$ 13.12	\$ 2,624.00
19	Electrical Controls - Power Panel Board, including 480 Vac Panel, Transformer, Lighting Control Panel, 120/240 Panel, Mounting Structure, Concrete Pad, Fence and all Conduit and Conductors Required for a Complete Operational System.	EA	2	\$ 9,560.00	\$ 19,120.00	\$ 22,732.50	\$ 45,465.00
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				\$		\$	1,323,429.00

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 Jeffery L. Lee, P.E.
 Mississippi Registration No. 10746

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19	Electrical Controls - Power Panel Board, including 480 Vac Panel, Transformer, Lighting Control Panel, 120/240 Panel, Mounting Structure, Concrete Pad, Fence and all Conduit and Conductors Required for a Complete Operational System.	EA	2				
20	Scoreboard Connection	EA	8	\$ 9,560.00	\$ 76,480.00	\$ 22,732.50	\$ 181,875.00
21	Concession Stand Connection	EA	1	\$ 275.00	\$ 275.00	\$ 312.25	\$ 312.25
22	Storage Building Connection	EA	1	\$ 900.00	\$ 900.00	\$ 4,372.00	\$ 4,372.00
TOTAL BID:				\$	775,018.00	\$	1,151,831.11

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Jeffery L. Lee
Jeffery L. Lee, P.E.
 Registered Professional Engineer
 #10746
 Mississippi Registration No. 10746



The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

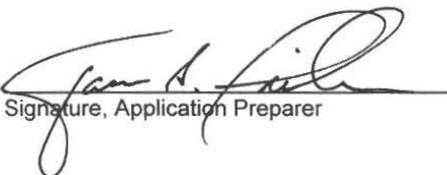
ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE MAYOR TO SIGN SIGNATURE PAGE PERTAINING TO THE 2006 KATRINA SUPPLEMENTAL CDBG PROJECTS

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to authorize the Mayor to sign signature page pertaining to the 2006 Katrina Supplemental CDBG Projects.

CERTIFICATIONS	
Chief Executive Officer's Certification	
To the best of my knowledge and belief, the applicant has no outstanding serious audit or monitoring findings on previously funded Katrina Supplemental CDBG projects, and all data contained in this application is true and correct. Its submission has been duly authorized by the governing body. I certify that all requirements of the state's citizen participation plan are being followed. I also certify that no work on this project has been accomplished and that no work will be undertaken until environmental clearance has been obtained and a contract with MDA has been executed.	
_____ Signature, Chief Elected Official	<u>Mayor</u> Title (typed)
<u>Greg Mitchell</u> Name (typed)	<u>September 20, 2007</u> Date
<u>601-798-9770</u> Office Telephone Number	<u>601-798-2642</u> Home Telephone Number
Application Preparer's Certification	
I certify that I am not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Community Development Block Grant Program, and I also affirm that all data contained in this application is true and correct.	
 Signature, Application Preparer	<u>Sample & Associates, Inc.</u> Company
<u>Jason A. Hicks</u> Name (typed)	<u>September 20, 2007</u> Date
<u>601-932-9050</u> Office Telephone Number	

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE MAYOR TO SIGN THE KATRINA SUPPLEMENTAL CDBG PROGRAM COMMUNITY REVITALIZATION PROJECT INITIAL PUBLIC HEARING MINUTES DATED SEPTEMBER 10, 2007

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve request to authorize the Mayor to sign the Katrina Supplemental CDBG Program Community Revitalization Project Initial Public Hearing Minutes dated September 10, 2007.

KATRINA SUPPLEMENTAL CDBG PROGRAM
COMMUNITY REVITALIZATION PROJECT
INITIAL PUBLIC HEARING
MINUTES
CITY OF PICAYUNE
SEPTEMBER 10, 2007
1:00 P. M.

The Community Development Block Grant (CDBG) Public Hearing was called to order by Jason A. Hicks of Sample and Associates, Inc. An attendance roster is attached.

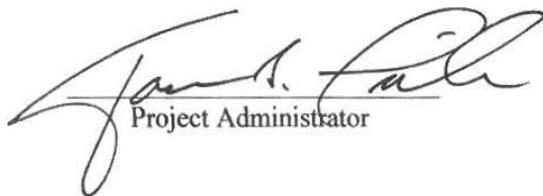
Mr. Hicks discussed the different aspects and programs within the Katrina Supplemental CDBG Program. Included in the discussion was the information as outlined in the overview section of the Mississippi Disaster Recovery Action Plans for the Katrina Supplemental CDBG funds. The hearing was open for discussion.

Ms. Linda Hanberry from the Chamber of Commerce was present and asked about what type of project the city was considering applying for to MDA. Mr. Hicks stated that the city had submitted a proposal to the MDA for potential projects under the Community Revitalization Program and that the city had been invited for a specific project within the downtown, more specifically in the Canal Street area. Mr. Hicks then read the project description as outlined in the city's round 3 proposal.

Ms. Linda Tufaro from the local library was present and was hoping that the funds could be used to fix the roof on the library. Mr. Hicks stated that many communities have needs with their public libraries, but the city felt the previous mentioned project fit the program better and would have the greatest impact in the revitalization of the community. Mr. Hicks also discussed alternatives for library funding that he had either been a part of or heard of others receiving funding.

Mr. David Lowery of the Picayune 1st United Methodist Church, and co-chair of the Pearl River County Long Term Recovery, was present and asked specific questions concerning the housing programs that the state had to offer. Also, that there was a significant number of FEMA trailers in the county and at some point those people would have to find affordable housing. Mr. Hicks stated that he would try to get some information for the Katrina Housing Programs, as well as MDA's HOME Program, to the City Manager so that they could review what projects are eligible.

With no further discussion from those present, the hearing was adjourned.


Project Administrator

Mayor

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT THE RESOLUTIONS AUTHORIZING THE CITY OF PICAYUNE TO FILE AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) FOR A GRANT UNDER THE 2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND EXECUTION OF A GRANT AGREEMENT WITH THE MISSISSIPPI DEBELOPMENT AUTHORITY (MDA) SHOULD THE APPLICATION BE FUNDED

Motion was made by Council Member Turnage, seconded by Council Member Parker to approve request to accept the Resolution authorizing the City of Picayune to file an application to the Mississippi Development Authority (MDA) for a grant under the 2006 Katrina Supplemental Community Development Block Grant Program and execution of a grant agreement with the Mississippi Development Authority (MDA) should the application be funded.

RESOLUTION AUTHORIZING THE CITY OF PICAYUNE TO FILE AN APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR A GRANT UNDER THE 2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND EXECUTION OF A GRANT AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT AUTHORITY SHOULD THE APPLICATION BE FUNDED

WHEREAS, the Mississippi Development Authority (MDA) has funds available for eligible cities, towns, and counties under its 2006 Katrina Supplemental CDBG Program for Community Revitalization, Planning, and Economic Development Projects; and

WHEREAS, the City of Picayune has been invited by the MDA to submit an application for an eligible project under the Community Revitalization category.

NOW, THEREFORE BE IT RESOLVED that the City of Picayune has the authority to submit an application to the Mississippi Development Authority for Community Revitalization funds, and that the Mayor hereby is given the authority to enter into a Grant Agreement with the MDA should the CDBG Application be funded.

Motion made by: _____

Seconded by: _____

Councilmen voting aye: _____

Councilmen voting nay: _____

ADOPTED this the _____ day of _____, 2007.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:

CITY CLERK

BY: _____
MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Turnage and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT RESOLUTION DESIGNATING A SLUM OR BLIGHTED AREA AND CERTIFYING THE AREA'S NEED FOR REDEVELOPMENT AS A RESULT OF A HURRICANE

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request to accept Resolution Designating a Slum or Blighted Area and Certifying the Area's need for Redevelopment as a result of a Hurricane.

**RESOLUTION
DESIGNATING A SLUM OR BLIGHTED AREA
AND CERTIFYING THE AREA'S NEED FOR REDEVELOPMENT
AS A RESULT OF A HURRICANE**

WHEREAS, the Mississippi Development Authority (MDA) is making Hurricane Katrina Supplemental Community Development Block Grant (CDBG) funds available for community revitalization projects in downtown areas; and

WHEREAS, the City of Picayune is applying for the said CDBG funds for revitalization and redevelopment of its downtown area, a map of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, in order to establish the eligibility of the City of Picayune for the said CDBG funds, it is necessary that the City of Picayune designate the downtown area a slum or blighted area, as defined in State law; and

WHEREAS, the City of Picayune was included in the Hurricane Katrina Presidential Disaster Declaration and a Gubernatorial Declaration and certification of need for disaster assistance for the area under Public Law and, therefore, qualifies as a blighted area as defined in Sections 43-35-3 (i) and 45-35-13 (g); said declarations attached hereto as Exhibit "B"; and

WHEREAS, Section 570.208(b)(1) of the CDBG regulations requires that the City of Picayune designate the area in which the CDBG project is located as a slum or blighted in accordance with State law, said CDBG regulations attached hereto as Exhibit "C"; and

WHEREAS, it is the desire of the City of Picayune to exercise its urban renewal powers as provided by Section 43-35 of the Mississippi Code of 1972, as amended, in the downtown area of the City to eliminate and prevent the recurrence and spread of slums and blight by applying for Community Development Block Grant funds, among other things, to implement projects to hasten the rebuilding, recovery, and renaissance of the downtown core area of the City, which is in need of redevelopment as a result of Hurricane Katrina; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, THAT:

SECTION ONE: The City of Picayune was included in the Hurricane Katrina Presidential Disaster Declaration and the Gubernatorial Declaration and certification of need for disaster assistance under Public Law.

SECTION TWO: By virtue of its inclusion in the aforementioned Disaster Declarations, the City of Picayune and its downtown area is a blighted area as defined in the Mississippi Code of 1972, as amended in Sections 43-35-3 (i) and 43-35-13 (g).

SECTION THREE: This the governing body of the City of Picayune hereby certifies that the City of Picayune, including its downtown area, is in need of redevelopment as a result of the effects of Hurricane Katrina.

SECTION FOUR: Additionally, the City of Picayune is a slum or blighted area as a result of Hurricane Katrina and other factors, which include, but not limited to, the fact that a substantial number of buildings were damaged or destroyed in the community as a whole and in the downtown area and that public improvements such as streets, drainage, water, sewer, and sidewalks were damaged throughout the City and in the downtown area.

SECTION FIVE: The City of Picayune has the authority to submit an application to the Mississippi Development Authority for Community Revitalization Program funds, and through the adoption of this resolution and related attachments, the City will be meeting the CDBG National Objective of preventing or eliminating slums or blight.

ADOPTED this the ____ day of _____, 2007.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:

CITY CLERK

BY: _____
MAYOR

Picayune Downtown District

EXHIBIT "A"



Legend	
●	Points of Interest
—	Canal Street Corridor
—	Norfolk Southern R/R
—	Streams
—	Roadways
—	Picayune Downtown District

City of Picayune, Mississippi

EXHIBIT "B"

MISSISSIPPI CODE OF 1972

As Amended

SEC. 43-35-3. Definitions.

The following terms, wherever used or referred to in this article, shall have the following meanings, unless a different meaning is clearly indicated by the context:

- (a) "Agency" or "urban renewal agency" shall mean a public agency created by section 43-35-33 of this article.
 - (b) "Municipality" shall mean any incorporated city or town or county in the state.
 - (c) "Public body" shall mean the state or any municipality, township, village, board, commission, authority, district, or any other subdivision or public body of the state.
 - (d) "Local governing body" shall mean the council or other legislative body charged with governing the municipality.
 - (e) "Mayor" shall mean the mayor of a municipality or other officer or body having the duties customarily imposed upon the executive head of a municipality.
 - (f) "Clerk" shall mean the clerk or other official of the municipality who is the custodian of the official records of such municipality.
 - (g) "Federal government" shall include the United States of America or any agency or instrumentality, corporate or otherwise, of the United States of America.
 - (h) "Slum area" shall mean an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and is detrimental to the public health, safety, morals or welfare.
 - (i) *"Blighted area" shall mean an area which by reason of the presence of a substantial number of slum, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the*
-

existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use. If such blighted area consists of open land the conditions contained in the proviso in subsection (d) of section 43-35-13 shall apply. Any disaster area referred to in subsection (g) of section 43-35-13 shall constitute a "blighted area."

(j) "Urban renewal project" may include undertakings and activities of a municipality in an urban renewal area for the elimination and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan.

Such undertakings and activities may include:

- (1) acquisition of a slum area or a blighted area or portion thereof;
 - (2) demolition and removal of buildings and improvements;
 - (3) installation, construction, or reconstruction of streets, utilities, parks, playgrounds, and other improvements necessary for carrying out in the urban renewal area the urban renewal objectives of this article in accordance with the urban renewal plan;
 - (4) disposition of any property acquired in the urban renewal area (including sale, initial leasing or retention by the municipality itself) at its fair value for uses in accordance with the urban renewal plan;
 - (5) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the urban renewal plan; and
 - (6) acquisition of any other real property in the urban renewal area where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or prevent the spread of blight or deterioration, or to provide land for needed public facilities.
- (k) "Urban renewal area" means a slum area or a blighted area or a combination thereof which the local governing body designates as appropriate for an urban renewal project.
- (l) "Urban renewal plan" means a plan, as it exists from time to time, for an urban renewal project, which plan (1) shall conform to the general plan for the municipality as a whole except as provided in subsection (g) of section 43-35-13; and (2) shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land uses,

maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

(m) "Real property" shall include all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest, right and use, legal or equitable, therein, including terms for years and liens by way of judgment, mortgage or otherwise.

(n) "Bonds" shall mean any bonds (including refunding bonds), notes, interim certificates, certificates of indebtedness, debentures or other obligations.

(o) "Obligee" shall include any bondholder, agents or trustees for any bondholders, or lessor demising to the municipality property used in connection with an urban renewal project, or any assignee or assignees of such lessor's interest or any part thereof, and the federal government when it is a party to any contract with the municipality.

(p) "Person" shall mean any individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and shall include any trustee, receiver, assignee, or other person acting in a similar representative capacity.

(q) "Area of operation" shall mean the area within the corporate limits of the municipality and the area within five (5) miles of such limits, except that it shall not include any area which lies within the territorial boundaries of another incorporated city or town unless a resolution shall have been adopted by the governing body of such other city or town declaring a need therefor.

(r) "Housing authority" shall mean a housing authority created by and established pursuant to sections 43-33-1 to 43-33-53, Mississippi Code of 1972.

(s) "Board" or "commission" shall mean a board, commission, department, division, office, body or other unit of the municipality.

(t) "Public officer" shall mean any officer who is in charge of any department or branch of the government of the municipality relating to health, fire, building regulations, or to other activities concerning dwellings in the municipality.

SOURCES: Codes, 1942, Sec. 7342-18; Laws, 1958, ch. 518, Sec. 18.

MISSISSIPPI CODE OF 1972

As Amended

SEC. 43-35-13. Preparation and approval of urban renewal projects and urban renewal plans.

(a) A municipality shall not approve an urban renewal project for an urban renewal area unless the governing body has, by resolution, determined such area to be a slum area or a blighted area or a combination thereof and designated such area as appropriate for an urban renewal project. The local governing body shall not approve an urban renewal plan until a general plan for the municipality has been prepared. For this purpose and other municipal purposes, authority is hereby vested in every municipality to prepare, to adopt and to revise from time to time, a general plan for the physical development of the municipality as a whole (giving due regard to the environs and metropolitan surroundings), to establish and maintain a planning commission for such purpose and related municipal planning activities, and to make available and to appropriate necessary funds therefor. A municipality shall not acquire real property for an urban renewal project unless the local governing body has approved the urban renewal project in accordance with subsection (d) hereof.

(b) The municipality may itself prepare or cause to be prepared an urban renewal plan, or any person or agency, public or private, may submit such a plan to a municipality. Prior to its approval of an urban renewal project, the local governing body shall submit such plan to the planning commission of the municipality, if any, for review and recommendations as to its conformity with the general plan for the development of the municipality as a whole. The planning commission shall submit its written recommendations with respect to the proposed urban renewal plan to the local governing body within thirty (30) days after receipt of the plan for review. Upon receipt of the recommendations of the planning commission, or if no recommendations are received within said thirty (30) days, then without such recommendations, the local governing body may proceed with the hearing on the proposed urban renewal project prescribed by subsection (c) hereof.

(c) The local governing body shall hold a public hearing on an urban renewal project, after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the municipality. The notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the plan, and shall outline the general scope of the urban renewal project under consideration.

(d) Following such hearing, the local governing body may approve an urban renewal project if it finds that (1) a feasible method exists for the location of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; (2) the urban renewal plan conforms to the general plan of the municipality as a whole; and (3) the urban renewal plan will afford maximum opportunity, consistent with the sound

needs of the municipality as a whole, for the rehabilitation or redevelopment of the urban renewal area by private enterprise. If the urban renewal area consists of an area of open land to be acquired by the municipality, such area shall not be so acquired unless (1) if it is to be developed for residential uses, the local governing body shall determine that a shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality; that the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas (including other portions of the urban renewal area); that the conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals, or welfare; and that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality, or (2) if it is to be developed for nonresidential uses, the local governing body shall determine that such nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives, which acquisition may require the exercise of governmental action, as provided in this article, because of defective or unusual conditions of title, diversity of ownership, tax delinquency, improper subdivisions, outmoded street patterns, deterioration of site, economic disuse, unsuitable topography or faulty lot layouts, the need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements, or any combination of such factors or other conditions which retard development of the area.

(e) An urban renewal plan may be modified at any time, provided that if modified after the lease or sale by the municipality of real property in the urban renewal project area, such modification may be conditioned upon such approval of the owner, lessee or successor in interest as the municipality may deem advisable and in any event shall be subject to such rights at law or in equity as a lessee or purchaser, or his successor or successors in interest, may be entitled to assert.

(f) Upon the approval by a municipality of an urban renewal plan or of any modification thereof, such plan or modification shall be deemed to be in full force and effect for the respective urban renewal area and the municipality may then cause such plan or modification to be carried out in accordance with its terms.

(g) Notwithstanding any other provisions of this article, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the governor of the state has certified the need for disaster assistance under Public Law 875, Eighty-first Congress, or other federal law, the local governing body may approve an urban renewal plan and an urban renewal project with respect to such area without regard to the provisions of subsection (d) of this section and the provisions of this section requiring a general plan for the municipality and a public hearing on the urban renewal project.

SOURCES: Codes, 1942, Sec. 7342-06; Laws, 1958, ch. 518, Sec. 6.

EXHIBIT "C"

*Ofc. of Asst. Secy., Comm. Planning Develop.
HUD*

\$570.208

the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(2) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(1) of this section) is \$10,000

or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at Sec. 570.209(b).

(b) Activities which aid in the prevention or elimination of slums or blight. Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) Activities to address slums or blight on an area basis. An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) Throughout the area there is a substantial number of deteriorated or deteriorating buildings or the public improvements are in a general state of deterioration;

(iii) Documentation is maintained by the recipient on the boundaries of the area and the condition which qualified the area at the time of its designation; and

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above

requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) Activities to address slums or blight on a spot basis.

Acquisition, clearance, relocation, historic preservation and building rehabilitation activities which eliminate specific conditions of blight or physical decay on a spot basis not located in a slum or blighted area will meet this objective. Under this criterion, rehabilitation is limited to the extent necessary to eliminate specific conditions detrimental to public health and safety.

(3) Activities to address slums or blight in an urban renewal area.

An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including initial land redevelopment permitted by the plan.

Note: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) Activities designed to meet community development needs having a particular urgency. In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT AGREEMENT BY AND BETWEEN SAMPLE AND ASSOCIATES, INC., FOR APPLICATION PREPARATION/ENVIRONMENTAL 2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT – COMMUNITY REVITALIZATION

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to accept Agreement by and between Sample and Associates, Inc., for Application Preparation/Environmental 2006 Katrina Supplemental Community Development Block Grant – Community Revitalization.

**AGREEMENT FOR APPLICATION PREPARATION / ENVIRONMENTAL
2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT - COMMUNITY REVITALIZATION**

THIS AGREEMENT is entered into this the ____ day of _____, 2007, by and between Sample and Associates, Inc., herein called the "Consultant", and the City of Picayune, herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has grant funds under the 2006 Katrina Supplemental Community Development Block Grant Program available for communities and counties to address community revitalization activities; and

WHEREAS, the City needs assistance in preparing this Community Development Block Grant Application; and

WHEREAS, the City desires to engage the Consultant to render professional services described below in the "Scope of Services" in connection with the preparation of the Community Development Block Grant Application, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services as set forth hereinafter in the "Scope of Services" outlined below.

2. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary during the preparation of the CDBG application.

3. COMPENSATION

As consideration for the performance of the Contract, the City agrees to pay the Consultant a lump sum amount of \$10,000.00, payment to be made subject to approval of the Community Development Block Grant Application. Also, Consultant shall be paid for actual out-of-pocket expenses incurred related to the environmental clearance. This fee shall not exceed \$1,250.00 unless approved by the Board and is payable upon invoices submitted by Consultant.

4. EQUAL OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin.

5. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

6. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished by the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

7. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, Division of Community Services, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, Division of Community Services, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the officials of the Mississippi Development Authority, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

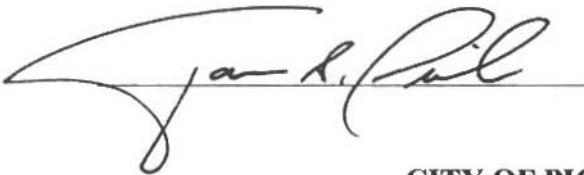
The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Division of Community Services, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of Mississippi Development Authority, Division of Community Services, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times have access to any portion of the Project in which such Participating Party is involved until the completion of all closeout procedures respecting this Grant.

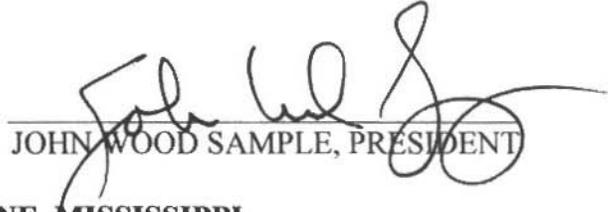
IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the _____ day of _____, 2007.

SAMPLE AND ASSOCIATES, INC.

WITNESS:



BY:


JOHN WOOD SAMPLE, PRESIDENT

CITY OF PICAYUNE, MISSISSIPPI

WITNESS:

CITY CLERK

BY:

MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REALLOCATE THE REMAINDER OF THE GENERAL OBLIGATION BONDS, SERIES 2005 FUNDS FOR CURBING PROJECT (\$64,788) TO THE HWY 43 N LIGHTING PROJECT (\$36,000), AMELIA STREET PAVING PROJECT (\$20,000), AND THE EAST CANAL PARK PROJECT (\$8,788). THE HWY 43 N LIGHTING PROJECT WILL TAKE TOP PRIORITY WITH AN APPROXIMATED PROJECT COST OF \$36,000

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to reallocate the remainder of the General Obligation Bonds, Series 2005 Funds for Curbing Project (\$64,788) to the Hwy 43 N Lighting Project (\$36,000), Amelia Street Paving Project (20,000), and the East Canal Park Project (\$8,788). The Hwy 43 N Lighting Project will take top priority with an approximated project cost of \$36,000.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM GRANT ADMINISTRATION TO SELL CORPORATE SQUARES AT A COST OF \$500 EACH AND BRICK-BY-BRICK AT A COST OF \$30 EACH TO BE PLACED AT THE NEW INTERMODAL CENTER/TRAIN DEPOT

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request from Grant Administration to sell Corporate Square at a cost of \$500 each and Brick-By-Brick at a cost pf \$30 each to be placed at the new Intermodal Center/Train Depot.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR GRANT ADMINISTRATION TO AUTHORIZE PICAYUNE MAIN STREET TO SELL THE CORPORATE SQUARES AND BRICK-BY-BRICKS FOR THE INTERMODAL CENTER/TRAIN DEPOT AND TO DONATE THE PROCEEDS TO THE CITY

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request from Grant Administration to authorize Picayune Main Street to sell the Corporate Squares and Brick-By-Bricks for the Intermodal Center/Train Depot and to donate the proceeds to the City. Said proceeds to be earmarked for furnishing the Depot.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE ACCOUNTING DEPARTMENT TO OPEN A NEW CHECKING ACCOUNT WITH A PARTICIPATING DEPOSITORY FOR THE USE OF CDBG FUNDS

Motion was made by Council Member Watkins, seconded Council Member Turnage to approve request to authorize the accounting department to open a new checking account with a participating depository for the use of CDBG Funds.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Parker, Turnage, Bounds, and Watkins

VOTING NAY: None

ABSENT AND NOT VOING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FOR HOME OCCUPATIONAL LICENSE FOR MR. WILBERT MARON

Motion was made by Council Member Guy, seconded by Council Member Parker to accept Planning Commission recommendation and resolution to approve request for Home Occupational License for Mr. Wilbert Maron at 989 Shirley Dr., Picayune, Ms 39466.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF HOME OCCUPATIONAL LICENSE REQUEST

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business under a Home Occupational License for real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such Home Occupational Businesses as set forth above.

4.

The real property under the Home Occupational License Request consideration is described as follows, to-wit: 989 Shirley Dr..

5.

The request under consideration is:

Home Occupational License (Applicant Name: Wilbert Moran)

6.

The following action regarding the proposed and/or existing Home Occupational License Request above is as follows, to-wit:

Office for U & B Trash

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Mr. Mitchell agreed to the following Home Occupation regulations:

1. A Home Occupation is conducted by no other persons than members of the family residing on the premises.
2. A Home Occupation is conducted entirely within the principal building.
3. A Home Occupation utilizes not more than fifteen (15%) of the total floor area of the principal building, nor more than three hundred (300) square feet of gross floor area.
4. A Home Occupation produces no alteration or change in the character of the principal building from that of the dwelling,
5. A Home Occupation creates no disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, traffic hazard, and unhealthy or unsightly conditions.
6. A Home Occupation is not visible evident from outside the dwelling except for one non-illuminated sign one (1) square foot or smaller in size;
7. A Home Occupation does not involve the keeping of a stock in trade.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

- 1.
- 2.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11 day of September, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	Y				
Martha Sheppard:	Y				
Patricia Barnett:	Y				
Tony Smith:					x
Richard Reynolds:					x
Stephen Gordon:	Y				
Willie Eubanks:					x
Nancy Durham:					x
Terrell Jopes:					x

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11 day of September, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

REQUEST TO REMOVE REQUEST FROM MR. JAMES DEDEAUX FOR A ZONE CHANGE FROM R-2 TWO FAMILY RESIDENTIAL TO C-2 DOWNTOWN COMMERCIAL DUE TO MR. DEDEAUX WITHDRAWING HIS APPLICATION

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve request to remove the request from Mr. James Dedeaux for a zone change from R-2 Two Family Residential to C-2 Downtown commercial property located on 220 North Haugh Ave. due to Mr. Dedeaux withdrawing his application.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE REQUEST FROM MARK GIBSON FOR PRELIMINARY AND FINAL SUBDIVISION PLAT APPROVAL TO RE-SUBDIVIDE A PARCEL OF LAND INTO (2) SEPARATE LOTS LOCATED AT WEST SYCAMORE ROAD UNTIL THE NEXT COUNCIL MEETING ON OCTOBER 2, 2007

Motion was made by Council Member Watkins, seconded by Council Member Turnage to table request from Mark Gibson for Preliminary and Final Subdivision Plat approval to re-subdivide a parcel of land into (2) separate lots located at West Sycamore Road until the next council meeting on October 2, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Bounds

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM CITY OF PICAYUNE FOR ZONE CHANGE FROM I-2 HEAVY INDUSTRIAL TO OS-1 OPEN SPACE PROPERTY LOCATED NEAR DAVIS STREET

Motion was made by Council Member Guy, seconded by Council Member Watkins to accept Planning Commission recommendation and resolution to approve request from City of Picayune for zone change from I-2 Heavy Industrial to OS-1 Open Space property located Near Davis Street.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO PROPOSED ACTION CONCERNING ZONING CHANGE (S)

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending to the City Council whether a proposed zoning change should be approved or denied with or without comments or conditions.

The request under consideration is:

X Zone Change (Applicant Name: City of Picayune)

4.

The location of the real property that is under consideration is described as follows, to-wit: Parcels: 6175150040300200 located near Davis St. which legal description is as follows; in part SW ¼ of NE ¼, NW ¼ of the SE ¼, part NE ¼ & NW ¼ of the SW ¼ Section 15 , Township 6 South, Range 17 West, Pearl River County, Mississippi containing approximately 18.90 acres more or less.

5.

The subject real property is currently zoned as follows, to-wit:
I-2 (Heavy Industrial)

6.

The proposed changes in the zoning of the hereinbefore described real property is as follows, to-wit: From to I-2 (Heavy Industrial) to OS-1 (Open Space)

7.

After consideration after a duly made motion, the City Planning

Commission resolves as follows, to-wit:

APPROVAL OF ZONE CHANGE

The Planning Commission finds:

- (1) There was a mistake in the original zoning or
- (2) The character of the neighborhood has changed to such an extent as to justify re-zoning and that a public need exists for re-zoning; therefore the Commission:

X Approve the above action without Comments/Conditions.

 Approve the above action with the following Comments/Conditions.

DISAPPROVAL OF THE ZONE CHANGE

 Disapprove the above action without Comments.

 Disapprove the above action with Comments.

Planning Commission held the Public Hearing there were no public comments.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11th day of September, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	Y				
Martha Sheppard:	Y				
Patricia Barnett:	Y				
Dennis Collier:	Y				
Richard Reynolds:					x
Stephen Gordon:	Y				
Willie Eubanks:					x
Nancy Durham:					x
Terrell Jopes:					x

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11th day of September, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FOR CONDITIONAL USE TO USE A MANUFACTURED HOME FOR AN OFFICE FOR A MODULAR HOME SALES BUSINESS

Motion was made be Council Member Guy, seconded by Council Member Bounds to accept Planning Commission recommendation and resolution to approve request for Conditional Use to use a Manufactured Home for an office for a Modular Home Sales Business.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

**RESOLUTION OF THE PLANNING COMMISSION REGARDING
RECOMMENDATION RELATIVE TO THE APPROVAL OF
CONDITIONAL USE REQUEST**

NOW COMES, the City of Picayune Planning Commission and would,
after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision
in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business under a
Conditional Use for real property located within the boundaries of the City of
Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of
the City of Picayune as part of the process of recommending relative to the regulation of
such Conditional Use as set forth above.

4.

The real property under the Conditional Use Request consideration is
described as follows, to-wit: Hwy 11 North

5.

The request under consideration is:

X Conditional Use (Applicant Name: Mr. Ward Griffing)

6.

The following action regarding the proposed and/or existing
Conditional Use Request above is as follows, to-wit:

Conitonal use to operate a Manufactured Home Sales Business (Pair of Jacks)

7.

After consideration after a duly made motion, the City Planning
Commission resolves as follows, to-wit:

 Approve the above action without Comments/Conditions.

 X Approve the above action with the following Comments/Conditions.

Conditional Use is only good for the applicant who is applying for it.
If property is sold the new owner must apply for a Conditional Use under their
name.

- 1. ____ Disapprove the above action without Comments.
- 2. ____ Disapprove the above action with Comments.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11th day of September, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	Y				
Martha Sheppard:	Y				
Patricia Barnett:	Y				
Dennis Collier:	Y				
Richard Reynolds:					x
Stephen Gordon:	Y				
Willie Eubanks:					x
Nancy Durham:					x
Terrell Jopes:					x

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11th day of September, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

COUNCIL MEMBER PARKER RETURNED TO THE ROOM AT THIS TIME

APPROVE REQUEST TO AMEND ORDINANCE NO. 489, SECTION 1005 REGULATIONS OF SIGNS-GENERAL RESTRICTION TO INCLUDE SECTION 1005.4

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request to amend Ordinance No. 489, Section 1005 Regulations of Signs – General Restriction to include section 1005.4. New Ordinance is No. 839.

ORDINANCE NUMBER 839

OF THE

CITY OF PICAYUNE, MISSISSIPPI

**AN ORDINANCE TO AMEND ORDINANCE NO. 489, SECTION 1005 REGULATIONS OF SIGNS – GENERAL RESTRICTIONS
ORDINANCE FOR THE CITY OF PICAYUNE**

TO UPDATE DEFINITION OF SIGNS IN THE C-1 LOCAL COMMERCIAL DISTRICT AND THE 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 Ordinance No. 489, Section 1005, Regulations of Signs – General Restrictions for C-1 Local Commercial and C-3 Highway Commercial, shall be amended to include 1005.4

1005.4 The total area of all business signs on a building or lot shall not exceed three hundred (300) square feet for each lot frontage. No single business sign surface may exceed one hundred and fifty (150) square feet in the area, nor shall two (2) or more smaller signs be so arranged and integrated as to create a surface area in excess of three hundred (300) square feet.

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.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REMOVE THE FOLLOWING PROPERTIES THAT HAVE BEEN CLEANED OFF THE PUBLIC HEARING LIST

Motion was made by Council Member Parker, seconded by Council Member Turnage to remove the following properties that have been cleaned off the Public Hearing List:

Elizabeth Street Parcel #617-515-001-05-063 Lots 6 & 7
301 South Steel Street
1600 6th Ave.
Corner of Hwy 11 South & Harris St. Parcel #617-614-003-04-012
6427 Hwy 11 North

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO HOLD PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Guy, seconded by Council Member Turnage to declare the following properties a Public Nuisance and giving 30 days to clean said property. If said property is not cleaned within the 30 days it will be turned over to the City of Picayune to clean with charges for cleanup placed as a lien against the property:

1208 Fern Drive
821 South Curran Ave.
207 Boley

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ALLOW PICAYUNE'S BLUE KNIGHTS CHAPTER 9 TO CONDUCT A POLICE ESCORTED MOTORCYCLE RIDE NOVEMBER 10, 2007 WITH ALL DONATIONS GOING TO THE FORSTER CHILDREN LOCATED IN PICAYUNE

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request to allow Picayune's Blue Knights Chapter 9 to conduct a Police escorted motorcycle ride November 10, 2007 with all donations going to Foster Children located in Picayune.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Watkins, seconded by Council Member Parker to enter executive session to discuss the following:

- A. Contractual matter with Neel Schaeffer
- B. Personnel matter Police Department

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Guy, Bounds and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PERSONNEL MATTER WITH POLICE DEPARTMENT

DISCUSSION ONLY – NO ACTION TAKEN

COUNCIL MEMBER PARKER LEFT MEETING AT THIS TIME

CONTRACTUAL MATTER WITH NEEL SCHAEFFER

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve Work Map for Comprehensive Plan – Land Use with Neel Schaeffer.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Guy, Watkins, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Parker

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ADJOURN

Motion was made by Council Member Guy, seconded by Council Member Turnage to adjourn until Tuesday, October 2, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Bounds, Watkins, Guy, and Turnage

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Parker

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, October 2, 2007, at 6.00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, and City Manager Ed Pinero, Jr. Council Members Anna Turnage and Leavern Guy were absent.

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

Opening prayer was given by Tommy Hart, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED
SEPTEMBER 14 & 18, 2007**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve the City of Picayune Minutes dated September 14 and 18, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

NO MANUAL CHECKS FOR THIS MEETING

ORDER TO APPROVE DOCKET

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve the docket for the month of September in the amount of \$819,776.48.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM PILGRIM BOUNDS BAPTIST CHURCH FOR ROAD CLOSURES

Motion was made by Council Member Parker, seconded by Council Member Watkins to approve request from Pilgrim Bounds Baptist Church to close a portion of the 300 block and 400 block of North Blank and a portion of 900 block and 1000 block of Baylous on October 13, 2007, beginning at 10:00 am and ending at 5:00 pm to hold their First Annual October Fest.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM AMERICAN CHIROPRACTIC ASSOCIATION AND MOORE CHIROPRACTIC CLINIC TO PROCLAIM THE MONTH OF OCTOBER AS SPINAL HEALTH MONTH

Motion was made by Council Member Parker, seconded by Council Member Watkins to approve request from American Chiropractic Association and Moore Chiropractic Clinic to Proclaim the month of October as Spinal Health Month.

OCTOBER IS SPINAL HEALTH MONTH PROCLAMATION

- Whereas:** Heavy backpacks and poorly designed computer workstations have been contributing to spinal problems in children,
- Whereas:** Good spinal health makes it possible for all the organs in the body to function efficiently, and
- Whereas:** Spinal health is essential to proper growth and development, and
- Whereas:** Chiropractic examinations can reveal spinal problems, and
- Whereas:** Poor spinal health costs our nation time and money, and
- Whereas:** Conversely, spinal health assures our nation a more efficient and productive population, and
- Whereas:** Every individual should be made aware of the benefits of spinal health, and
- Whereas:** The science of chiropractic and doctors of chiropractic have contributed greatly to better health of our citizens by providing quality health care,

NOW, THEREFORE, be it resolved that the City of Picayune in the State of Mississippi officially joins with the American Chiropractic Association and Moore Chiropractic Clinic in proclaiming the month of October as Spinal Health Month, and urges that this month be dedicated to informing citizens of the great City of Picayune of the health benefits of spinal health. The City of Picayune, further commends the doctors of chiropractic and the colleges of chiropractic for their continuing efforts on the public's behalf, and specifically the doctors of chiropractic of this City of Picayune and in the State of Mississippi for their community service programs.



Signed

Greg Mitchell
Mayor, Greg Mitchell

Dated

10/5/07

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO MOVE ENTRY OF SUPPLEMENTARY ORDER REGARDING USE OF COOPER ROAD TO THE EXECUTIVE SESSION

Motion was made by Council Member Bounds, seconded by Council Member Parker to move Entry of Supplementary Order regarding use of Cooper Road to the Executive Session.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO GIVE A PERMIT TO MR. JOEY BURGE, SR. FOR A MOBILE HOME TO BE PUT IN PLACE OF A FEMA CAMPER TEMPORARILY LOCATED AT 206 POPLAR ST., PICAYUNE, MS.

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request to give a permit to Mr. Joey Burge, Sr. for a mobile home to be put in place of a FEMA camper temporarily located at 206 Poplar St., Picayune, MS.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL OF A MDA GRANT APPLICATION FOR PICAYUNE'S PARTICIPATION IN JAN/FEB 08 ISSUE OF WHERE TO RETIRE INSERT CO-OP AD

Motion was made by Council Member Parker, seconded by Council Member Parker an approval of a MDA Grant Application for Picayune's participation in Jan/Feb 08 issue of Where to Retire Insert Co-op Ad – 2008 with the City's portion being 50% of the total amount of \$1,067.04.

Hometown Mississippi Retirement Marketing Match Grants Program

Mississippi Development Authority
Post Office Box 849 ■ Jackson, Mississippi 39205-0849 ■ Telephone (601) 359-3297 ■ Telefax (601) 359-5757
www.visitmississippi.org ■ email: rebner@mississippi.org

Application Form

Fiscal Year 2008

INSTRUCTIONS: Please follow the Hometown Mississippi Retirement Marketing Match Grants Guidelines when completing this application. Attachments are welcome. Incomplete applications will be returned.

Organization Name: Picayune Retirement Development

(Legal Name as listed on Tax ID form, only if different from above): City of Picayune

Mailing Address: 815 North Beech Street

City, State, Zip: Picayune, Mississippi 39466

County: Pearl River County

Contact Name: Carol Fitzwilliam

Title: Picayune Retirement Development

Telephone: 601-798-9079 Telefax: 601-799-5546

Email: picretdev@bellsouth.net WWW: picayune.ms.us

Project Title: Hometown Mississippi Retirement Cities Co-op Ad in Jan/Feb 2008 issue of Where to Retire.

Project Beginning Date: January 2008 Project Ending Date: September 2008

Describe Project: Picayune, as well as 21 Hometown Mississippi Retirement Certified Cities, will participate in the Co-op Ad to be featured in the January/February issue of Where to Retire, a national publication.

Total Project Budget: \$ 1,067.04 (Include only eligible expenses)

Amount Requested: \$ 533.52 (Up to 50% of eligible project costs)

Source of Local Funds: City of Picayune's Retirement Development Advertising Budget

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL OF MDA GRANT APPLICATION FOR REPRODUCTION OF 5000 REVISED AND UPDATED "COME HOME TO PICAYUNE" RETIREMENT BROCHURES

Motion was made by Council Member Parker, seconded by Council Member Watkins an approval of MDA Grant Application for reproduction of 5000 revised and updated "Come Home to Picayune" retirement brochures with City's portion being 50% of the total of \$972.00.

Hometown Mississippi Retirement Marketing Match Grants Program

Mississippi Development Authority
Post Office Box 849 • Jackson, Mississippi 39205-0849 • Telephone (601) 359-3297 • Telefax (601) 359-5757
www.visitmississippi.org • email: rebner@mississippi.org

Application Form
Fiscal Year 2008

INSTRUCTIONS: Please follow the Hometown Mississippi Retirement Marketing Match Grants Guidelines when completing this application. Attachments are welcome. Incomplete applications will be returned.

Organization Name: Picayune Retirement Development

(Legal Name as listed on Tax ID form, only if different from above): City of Picayune

Mailing Address: 815 North Beech Street

City, State, Zip: Picayune, Mississippi 39466

County: Pearl River County

Contact Name: Carol Fitzwilliam

Title: Picayune Retirement Development

Telephone: 601-798-9079 Telefax: 601-799-5546

Email: picretdev@bellsouth.net WWW: picayune.ms.us

Project Title: Updated Brochure Reproduction

Project Beginning Date: January 2008 Project Ending Date: September 2008

Describe Project: The attached "Come Home to Picayune" brochure's facts will be updated and will be revised to appeal to a younger, more active retiree. 5000 brochures will be reproduced with brighter colors on a 9X16 paper, 4X4 fold, with one perforated panel. HMR logo and grant phrase will be clearly displayed.

Total Project Budget: \$ 972.00 (Include only eligible expenses)

Amount Requested: \$ 486.00 (Up to 50% of eligible project costs)

Source of Local Funds: City of Picayune's Retirement Development Advertising Budget

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL OF MDA GRANT APPLICATION FOR WHERE TO RETIRE AD FOR MAY/JUNE 08

Motion was made by Council Member Bounds, seconded by Council Member Watkins an approval of MDA Grant Application for Where to Retire Ad for May/June 08 with City's portion being 50% of the total amount of \$960.00.

Hometown Mississippi Retirement Marketing Match Grants Program

Mississippi Development Authority
Post Office Box 849 ■ Jackson, Mississippi 39205-0849 ■ Telephone (601) 359-3297 ■ Telefax (601) 359-5757
www.visitmississippi.org ■ email: rebner@mississippi.org

Application Form
Fiscal Year 2008

INSTRUCTIONS: Please follow the Hometown Mississippi Retirement Marketing Match Grants Guidelines when completing this application. Attachments are welcome. Incomplete applications will be returned.

Organization Name: Picayune Retirement Development

(Legal Name as listed on Tax ID form, only if different from above): City of Picayune

Mailing Address: 815 North Beech Street

City, State, Zip: Picayune, Mississippi 39466

County: Pearl River County

Contact Name: Carol Fitzwilliam

Title: Picayune Retirement Development Director

Telephone: 601-798-9079 Telefax: 601-799-5546

Email: picretdev@bellsouth.net WWW: picayune.ms

Project Title: Magazine Ad, May/June issue of Where to Retire.

Project Beginning Date: May 2008 Project Ending Date: June 2008

Describe Project: An ad featuring the "Come Home to Picayune" brochure with descriptive text will run in the May/June issue of Where to Retire magazine's Retirement Planning Guide, Plan A.

Total Project Budget: \$ 960.00 (Include only eligible expenses)

Amount Requested: \$ 480.00 (Up to 50% of eligible project costs)

Source of Local Funds: City of Picayune's Retirement Development Advertising Budget

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL OF MDA GRANT APPLICATION FOR A 2 MINUTE VIDEO ABOUT PICAYUNE FOR MDA/HOMETOWN MS RETIREMENT WEBSITE

Motion was made by Council Member Bounds, seconded by Council Member Parker an approval of MDA Grant Application for a 2 minute video about Picayune for MDA/Hometown MS Retirement website- www.visitmississippi.org/retire with the City's portion being 50% of the total amount of \$650.00

Hometown Mississippi Retirement Marketing Match Grants Program

Mississippi Development Authority
Post Office Box 849 ■ Jackson, Mississippi 39205-0849 ■ Telephone (601) 359-3297 ■ Telefax (601) 359-5757
www.visitmississippi.org ■ email: rebner@mississippi.org

Application Form
Fiscal Year 2008

INSTRUCTIONS: Please follow the Hometown Mississippi Retirement Marketing Match Grants Guidelines when completing this application. Attachments are welcome. Incomplete applications will be returned.

Organization Name: Picayune Retirement Development

(Legal Name as listed on Tax ID form, only if different from above): City of Picayune

Mailing Address: 815 North Beech Street

City, State, Zip: Picayune, Mississippi 39466

County: Pearl River County

Contact Name: Carol Fitzwilliam

Title: Picayune Retirement Development

Telephone: 601-798-9079 Telefax: 601-799-5546

Email: picretdev@bellsouth.net WWW: picayune.ms.us

Project Title: Picayune's two-minute video for Hometown MS Retirement Certified Cities website.

Project Beginning Date: November 2008 Project Ending Date: December 2008

Describe Project: Videographer Bill Edwards of SalBill,LLC will provide footage of Picayune with interview of a retired couple, prepare CD or DVD with high resolution video suitable for encoding for web access, and mail completed project to Josh Gregory of Frontier Strategies.

Total Project Budget: \$ 650.00 (Include only eligible expenses)

Amount Requested: \$ 325.00 (Up to 50% of eligible project costs)

Source of Local Funds: City of Picayune's Retirement Development Advertising Budget

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Bounds, seconded by Council Member Parker to amend the agenda to include the following item:

1. Consider request to accept the resignation of Nancy Durham from the Planning Commission.
Action Requested: Accept request as submitted.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT THE RESIGNATION OF NANCY DURHAM FROM THE PICAYUNE PLANNING COMMISSION

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to accept the resignation of Nancy Durham from the Picayune Planning Commission.

September 5, 2007

Dear Greg,

It is with regret that I tender my resignation from the Planning Commission. Family business in Kentucky has taken much of my time and doesn't allow me to come to the meetings.

It has been my pleasure serving and I wish the city

well in this time of growth and change.

Thank you again for the opportunity to serve.

Sincerely,
Nancy Durham

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Watkins, seconded by Council Member Parker to amend the agenda to include the following item:

1. Consider request to accept Municipal Compliance Questionnaire FY ending 09-30-07.
Action Requested: Approve request as submitted.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO ACCEPT MUNICIPAL COMPLIANCE QUESTIONNAIRE
FY ENDING 9-30-07**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to accept Municipal Compliance Questionnaire FY ending 09-30-07.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
CITY OF PICAYUNE
815 N. BEECH ST. PICAYUNE, MS 39466

2. List the date and population of the latest official U.S. Census or most recent official census:
THE 2006 POPULATION ESTIMATE FOR PICAYUNE CITY, MISSISSIPPI
IS 11,759 (U.S. CENSUS BUREAU)

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHMENT

4. Period of time covered by this questionnaire:
From: OCTOBER 1, 2006 To: SEPTEMBER 30, 2007

5. Expiration date of current elected officials' term: JUNE 2009

CITY OF PICAYUNE OFFICIALS

Mayor

Greg Mitchell
1200 Third Street
Picayune, MS 39466
601-798-2642

Council Member Precinct Four

Leavern Guy, Sr.
925 Clover Circle
Picayune, MS 39466
601-799-1301

Council Member Precinct One

Larry Watkins
1112 Highland Drive
Picayune, MS 39466
601-798-0147

Council Member Precinct Five

Jerry Bounds
1515 Fifth Avenue
Picayune, MS 39466
601-799-1081

Council Member Precinct Two

Donald Parker
105 South Abrams Avenue
Picayune, MS 39466
601-798-8983

City Attorney

Nathan Farmer
120 Goodyear Boulevard
Picayune, MS 39466
601-749-8745

Council Member Precinct Three

Anna Bales Turnage
507 Bales Avenue
Picayune, MS 39466
601-749-9731

City Manager

Ed Pinero, Jr.
921 Tung Tree Drive
Picayune, MS 39466
601-749-0338

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2007

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? | Y |
| · Board or council members (Sec. 21-17-5) | Y |
| · 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) | Y |
| 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 30 days of the meeting? (Section 21-15-33) | Y |
| 9. Has the municipality 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 term or within one year after their terms of office or 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 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? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements 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 chart 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 27-105-353 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? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

- 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

- 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 advertising)? [Section 31-7-13(b) and (c)] Y

- 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(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) Y

- 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y

- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y

- 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 27-39-321) Y

- 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

IV-B9

- 9. Has the municipality levied or appropriated not less than 1/4 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, 83-39-31, etc.) 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

IV-B10

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM MARK GIBSON FOR PRELIMINARY AND FINAL SUBDIVISION PLAT APPROVAL TO RE-SUBDIVIDE A PARCEL OF LAND INTO (2) SEPARATE LOTS LOCATED AT WEST SYCAMORE ROAD

Motion was made by Council Member Bounds, seconded by Council Member Watkins to accept Planning Commission recommendation and Resolution to approve request from Mark Gibson for Preliminary and Final Subdivision Plat Approval to re-subdivide a parcel of land into (2) separate lots located at West Sycamore Road and authorize the Mayor to sign the same.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

**RESOLUTION OF THE PLANNING COMMISSION REGARDING
RECOMMENDATION RELATIVE TO THE APPROVAL OF
ACTION REGARDING SUBDIVISION PLAT**

NOW COMES, the City of Picayune Planning Commission and would,
after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision
in
and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and
existing subdivision of real property located within the boundaries of the City of
Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of
the City of Picayune as part of the process of recommending relative to the regulation of
such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is
described as follows, to-wit: SW ¼ of the NW ¼ of

Section 11, Township 6 South, Range 17 West, Pearl River County, MS containing
22,050 Sq. ft

5.

The subdivision under consideration is:

Proposed Preliminary Development Plat (Applicant Name: Mark Gibson) (Parcel
6171110020300900)

Or

Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing
subdivision named above is as follows, to-wit: (Describe the proposed action, ex.
Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning
Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

- ___ Disapprove the above action without Comments.
- ___ Disapprove the above action with Comments.

- 1. _____
- 2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11th day of September, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	Y				
Martha Sheppard:	Y				
Patricia Barnett:	Y				
Dennis Collier:	Y				
Richard Reynolds:					x
Stephen Gordon:	Y				
Willie Eubanks:					x
Nancy Durham:					x
Terrell Jopes:					x

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11th day of September, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO SET TO PUBLIC HEARING DATE FOR PROPERTY CLEANUP FOR NOVEMBER 6, 2007

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request to set a Public Hearing date for property cleanup for November 6, 2007 for the following properties:

- (1.) 2700 Victoria Drive
- (2.) Corner of Jarrell Street & Southside Street
Parcel # 617-515-004-09-013, 617-515-004-09-01301
- (3.) Burley Street Parcel # 617-515-003-04-044
- (4.) Corner of Mitchell Street & Hwy. 11 North
Parcel # 617-614-003-04-005, 617-614-003-04-00501
- (5.) South Gray Ave. Parcel # 617-614-003-02-024
- (6.) 620 & 622 Charlotte Drive
- (7.) 3rd Street Parcel # 617-614-002-04-004
- (8.) Corner of Weems Street & Southside Street
Parcel # 617-515-004-06-006
- (9.) 313 Rosa Street
- (10.) South Beech
Parcel # 617-522-003-02-002, 617-521-004-01-00402,
617-521-004-01-00400

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO PARTICIPATE IN THE 2010 (LUCA) DECENNIAL CENSUS LOCAL UPDATE OF CENSUS ADDRESSES PROGRAM, TO ENSURE AS ACCURATE AS POSSIBLE CENSUS COUNT FOR THE CITY OF PICAYUNE AND TO DESIGNATE CENSUS COUNT PROGRAM LIAISON, TWO REVIEWERS AND SELECT PARTICIPATION OPTION

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request to participate in the 2010 (LUCA) Decennial Census Local Update of Census Addresses Program, to ensure as accurate as possible Census count for the City of Picayune and to designate Mrs. Barbara McGrew as Census count Program Liaison and Louise Cockran and Tammy Campbell as two reviewers and select Option 1 of the Participation Options.

Local Update of Census Addresses (LUCA) Program

Your government was recently sent an invitation to participate in Local Update of Census Addresses (LUCA). LUCA offers tribal, state and local governments the opportunity to review and update the census address list for their community.

The LUCA program is made possible by the Census Address List Improvement Act of 1994 (Public Law 103-430) which provides the opportunity for designated representatives who agree with the Census Bureau's confidentiality requirements to review the addresses contained in the Census Bureau's confidential Master Address File.

Each participant's review period is 120 days, and occurs between late summer and the end of March, depending on the date a participant signs up. The Census Bureau regional office staff provides support for participants to facilitate accurate and timely submissions.

If your government has responded, please disregard this reminder. If you haven't returned your LUCA sign-up materials, we encourage you to participate in this Census 2010 program. By submitting your LUCA registration materials on or before October 31, 2007, we will not ship you Boundary and Annexation Survey (BAS) materials. Your government may provide boundary updates on your LUCA materials.

If you have any questions, please review additional information at <http://www.census.gov/geo/www/luca2010/luca.html>, contact us by email at luca@geo.census.gov, or call the toll free number at 866-511-LUCA.

U S C E N S U S B U R E A U

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO ACCEPT DONATION FROM SAM'S CLUB FOR THE
PICAYUNE POLICE DEPARTMENT YOUTH PROGRAM IN THE AMOUNT OF
\$1000.00**

Motion was made by Council Member Watkins, seconded by Council Member Bounds to accept a donation from Sam's Club for the Picayune Police Department Youth Program in the amount of \$1000.00

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO CONTINUE CONTRACT AGREEMENT WITH THE JAIL TELEPHONE SERVICE EVERCOM A SECURUS TECHNOLOGIES INC. COMPANY

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request to continue Contract Agreement with the Jail Telephone Service Evercom a Securus Technologies Inc. Company.



**Master Services Agreement
Picayune Police Department (MS)**

This Master Services Agreement (this "Agreement") is by and between Picayune Police Department ("Customer") and Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company, ("we," "us," or "Provider"). This Agreement shall be effective as of the date signed by Customer provided the agreement is received by Provider within ten (10) days thereof (the "Effective Date").

1. Applications. This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. Use of Applications. You grant us the right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of inmate related communications, including but not limited to voice, video and data (phone calls, video calls, messaging, and e-mail) at the Facilities in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents or subcontractors.

3. Compensation. Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. Term. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is five (5) years thereafter. Unless one party delivers to the other written notice of non-renewal at least ninety (90) days prior to the end of the then current term, this Agreement shall automatically renew for successive periods of five (5) years each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. Service Level Agreement and Limited Remedy. We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is as set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

6. Software License. We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.

7. Ownership and Use. The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

8. Legality/Limited License Agreement. For services related to Applications which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative

telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality. The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.

10. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will, and does hereby agree to, defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees and expenses) brought or claimed by third parties or by the Indemnified Party (collectively, "Claims") arising out of (i) a breach of either party's representations, warranties and/or covenants contained herein or (ii) the gross negligence or willful misconduct of, or intellectual property infringement or alleged intellectual property infringement by, the Indemnifying Party and/or its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and the Indemnifying Party shall hereupon tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements of Claims finalized solely by the Indemnified Party unless the Indemnifying Party has approved such settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances other than those under our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

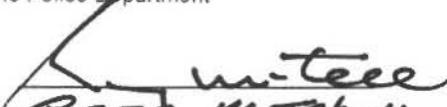
15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System. Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<p><u>CUSTOMER:</u> Picayune Police Department</p> <p>By:  Name: <u>GREG MITCHELL</u> Title: <u>Mayor</u> Date: <u>10-2-07</u></p> <p><u>Customer's Notice Address:</u> 328 South Main Street Picayune, MS 39466</p>	<p><u>PROVIDER:</u> Evercom Systems, Inc.</p> <p>By: _____ Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u> Date: _____</p> <p><u>Provider's Notice Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: General Counsel</p> <p><u>Provider's Payment Address:</u> 14651 Dallas Parkway, Suite 600 Dallas, Texas 75254 Attention: Accounts Receivable</p>
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**Schedule
Picayune Police Department (MS)**

This Schedule is between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Picayune Police Department ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date").

A. Applications. We will provide the following Applications:

CALL MANAGEMENT SERVICE

DESCRIPTION:

Omni Phone. Omni Phone ("Omni") provides automatic placement of calls by inmates without the need for conventional live operator services. Omni will be provided at the Facilities specified in the chart below.

COMPENSATION:

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least sixty (60) days prior to a Payment Date of any change in your payment address.

FACILITIES AND RELATED SPECIFICATIONS:

Facility Name and Address	Type of Call Management Service	Collect Commission Percentage	Revenue Base for Calculation of Commission	Payment Address
Picayune Police Department 328 South Main Street Picayune, MS 39466	Omni	20%	Gross	Same

PREMISES BASED CALL MANAGEMENT SYSTEM SERVICE LEVEL AGREEMENT:

We agree to repair and maintain the System (inclusive of the SECUREworkstation defined below) in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to, the System by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the System. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided *Openworkstation(s)* (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer/desktop/laptop/terminal): (i) The "SECUREworkstation" is designed to satisfy facilities that require a secure direct link and full technical support of the Applications. Utilizing the Windows XP operating system, the SECUREworkstation is subject to full technical and field support services described herein, access to all applicable Applications and restricted user rights for facility personnel. No other third party software other than software approved and installed by Provider may be installed on the SECUREworkstation; and (ii) The "*Openworkstation*" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third party software. Ownership of the *Openworkstation* is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an *Openworkstation*. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY *OPENWORKSTATION(S)*."

1. Outage Report: Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice,

when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

2. Priority Classifications Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following four priority levels:

"Priority 1"	60% or more of the functionality of the System is adversely affected by the System Event
"Priority 2"	30%-59% of the functionality of the System is adversely affected by the System Event
"Priority 3"	5%-29% of the functionality of the System is adversely affected by the System Event
"Priority 4"	Less than 5% of the functionality of the System is adversely affected by the System Event

3. Response Times After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

Priority 1	4 hours
Priority 2	12 hours
Priority 3	24 hours
Priority 4	36 hours

4. Response Process In all instances, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary.

5. Performance of Service All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. Escalation Contacts Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care Our Correctional Billing Services division will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

**Exhibit A: Customer Statement of Work
Picayune Police Department (MS)**

This Customer Statement of Work is made part hereto and governed by the Master Services Agreement (the "Agreement") executed between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Picayune Police Department ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the following equipment/Applications in connection with the services: Existing equipment as of the Schedule Effective Date.

UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS, EQUIPMENT, INSTALLATION AND SPECIAL REQUIREMENTS OTHER THAN THOSE STATED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.

EXECUTED as of the Schedule Effective Date.

<p><u>CUSTOMER:</u> Picayune Police Department</p> <p>By: <u>[Signature]</u> Name: <u>Greg Mitchell</u> Title: <u>Mayor</u></p>	<p><u>PROVIDER:</u> Evercom Systems, Inc.</p> <p>By: _____ Name: <u>John J. Viola</u> Title: <u>Vice President and General Manager</u></p>
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INMATE TELEPHONE SERVICE AGREEMENT

This INMATE TELEPHONE SERVICE AGREEMENT is made as of the 16th day of May, 1994, by and between **Picayune Police Department**, Picayune, MS hereinafter "Proprietor" and **Talton Telecommunications Corporation**, an Alabama corporation with principal offices at 720 Alabama Avenue, Selma, AL 36701, hereinafter "Operator".

In consideration of the covenants herein contained, the parties hereto agree as follows:

1. **LICENSE.** Upon the terms and subject to the conditions herein contained, the Proprietor hereby grants to the Operator the exclusive right, license and privilege for the term of the agreement to install, operate and maintain automated collect-only telephone equipment and associated enclosures, and other apparatus of Operator's selection (hereafter collectively called "Units") within any and all current or future detention facilities of the Picayune City Jail.
2. **INSTALLATION AND MAINTENANCE.** The Operator shall install and maintain at its sole expense all Units at the facility(s) mentioned above in paragraph 1 hereof including any access lines to the premises and all telephone lines within the premises necessary for individual telephone hookup. During the term of this agreement, the Proprietor shall permit the Operator access to the premises during normal business hours for the purpose of installing, maintaining, upgrading and/or replacing Units. The Operator shall be responsible for the care and safekeeping of Operator's Units. In the event of a new detention facility built for the Picayune Police Department, the Operator agrees to move its telephone equipment or install and maintain needed additional equipment to the new facility without cost to the Proprietor.
3. **COMMISSION.** In consideration for the license granted herein, the Operator agrees to pay to the Proprietor a commission in the amount of 20% gross revenues generated by the Units. Gross revenues shall be defined as all gross billable and collectible revenues generated by the Units. Call revenues which are invoiced by the local exchange companies and are not collectible by the local exchange companies and are charged back to the Operator may be offset against gross revenues. However, these uncollectible calls may not be offset against gross revenues until such payments are delinquent by more than 90 days.
4. **OWNERSHIP OF UNITS.** The Proprietor acknowledges and agrees that the Units are the sole exclusive property of the Operator and the Proprietor shall not have or acquire any right, title or interest in or to the Units. For the purposes of this paragraph Units shall not include access lines to the premises or telephone lines within the premises. These shall become the property of the Proprietor upon installation.
5. **RESTRICTIVE COVENANTS.** The Proprietor agrees that throughout the term of this agreement, no person or entity other than the Operator shall be permitted to install, operate, or maintain any coin, credit card operated, or automated collect-only telephone equipment within the detention facilities of the Picayune Police Department without the prior written consent of the Operator.
6. **TERM.** Signatures upon this agreement shall constitute a binding obligation for both Proprietor and Operator. The term of the agreement is for three (3) years and shall begin on 16 May, 1994 and end on 16 May, 1997, unless sooner terminated in accordance with the provisions of this paragraph or paragraph 7 below. Upon the expiration of such initial term, this agreement shall automatically be renewed for successive terms of five (5) years unless either party gives the other party ninety (90) days written notice of cancellation prior to the end of the appropriate term.
7. **TERMINATION.** The Proprietor may terminate this agreement in the event the Operator fails

to perform its obligations under this agreement and said failure shall continue for a period of fifteen (15) days after written notice to such failure. The Proprietor may terminate this agreement for other just cause upon ninety (90) days written notice to the Operator. Just cause, however; for the purposes of this agreement, shall not mean that the Proprietor may terminate the contract for the reason that another party may be willing or desire to enter into a contract for the services to be performed under this agreement, or similar services, at a higher commission rate or other different terms that are contained in this agreement.

In the event the Operator, in its sole discretion, determines that the revenue generated by the Units is insufficient to justify continued placement of the Units on the premises or that Unit maintenance costs are excessive, the Operator shall have the right to terminate this agreement upon ninety (90) days written notice to the Proprietor. Upon termination of this agreement by either party, the Operator shall within (90) days remove its Units from the premises. The requirements of this agreement will remain in effect until the time the Units are removed. The Operator shall repair any damage to the premises caused by the installation or removal of Units.

8. **ASSIGNMENT.** The Proprietor hereby acknowledges and agrees that the Operator may at any time assign this agreement.
9. **GOVERNING LAW.** This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.
10. **ENTIRE AGREEMENT.** This is the sole agreement between the parties hereto, superseding all previous agreements and shall bind the parties, their successors and assigns. Each acknowledges the receipt and retention of a fully executed copy hereof.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this agreement to be duly executed, this the day and year first above written.

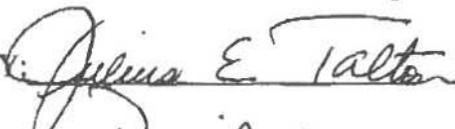
PROPRIETOR:

Picayune Police Department

BY: 
TITLE: City Manager

OPERATOR:

Talton Telecommunications Corporation

BY: 
TITLE: President

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE AUTHORIZATION TO SEEK BIDS ON TWO (2) FIRE TRUCKS WHICH WILL BE FUNDED BY MATCH MONEY FOR CDBG & INSURANCE REBATE MONEY

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve authorization to seek bids on two (2) fire trucks which will be funded by match money for CDBG & Insurance Rebate Money. These trucks will replace one engine that has reached the end of its service life and one mini-pumper which is out of service.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Bounds, seconded by Council Member Watkins to enter executive session to discuss the following:

- A. Possible Litigation
- B. Contractual matter with Utilities
- C. Contractual matter with Utilities Authority
- D. Personnel matter

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

POSSIBLE LITIGATION

NO ACTION TAKEN – DISUCSSION ONLY

APPROVE REQUEST TO ENTRY OF SUPPLEMENTARY ORDER REGARDING USE OF COOPER ROAD

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request to Entry of Supplementary Order regarding use of Cooper Road.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**BEFORE THE CITY COUNCIL
MUNICIPALITY OF PICAYUNE
STATE OF MISSISSIPPI**

IN RE: COOPER ROAD

ORDER OF THE CITY COUNCIL

NOW COMES the City Council in and for the City of Picayune, a Mississippi Municipality, and pursuant to §21-37-3 and §21-17-1, Miss. Code Ann., and upon due consideration the Council does hereby FIND, ORDER AND ADJUDGE as follows, to-wit:

1.

The City of Picayune, is a Mississippi Municipality located in Pearl River County, Mississippi.

2.

That within the corporate limits of the City of Picayune is located a city street known as "Cooper Road". Cooper Road terminates at the end of the corporate limits for the City of Picayune.

3.

The subdivision known as Hide-A-Way Lake does, with the permission of the City and only in an emergency, utilize a locked gate that gives access to Cooper Road. That historically, this has been the agreement between the City of Picayune and Hide-A-Way Lake. Hide-A-Way Lake lies outside the limits of the City of Picayune, and does not pay City ad valorem taxes and/or makes any contributions to the City for the maintenance, upkeep or repair of Cooper Road. Further, the City does not provide any services and/or utilities to the residents of Hide-A-Way Lake.

4.

The Council finds that Hide-A-Way Lake subdivision does not abut Cooper Road.

5.

That pursuant to §21-37-3 and §21-17-1, Miss. Code Ann., the City of Picayune has the power to exercise full jurisdiction in the matter of streets, sidewalks, sewers and parks; to open and lay out and construct the same; and to repair, maintain, pave sprinkle, adorn, and light the same.

6.

The City Council finds the status of Cooper Road should not be altered beyond the historical usage of the Cooper Road by the residents of the Hide-A-Way Lake subdivision. This is due to the fact that portions of Cooper Road, where same terminates at the City limits, is not suitable for continued and long sustained usage by the residents of Hide-A-Way Lake should the City decide to open Cooper Road for such usage by the residents of the Hide-A-Way Lake subdivision. Therefore, it is ordered by the City Council that Cooper Road shall not be opened for sustained and continued usage by the residents of Hide-A-Way Lake subdivision; and, the gate at the end of Cooper Road shall remain locked, except for emergencies.

THE FOLLOWING ROLL CALL WAS MADE:

VOTING YEA: Mayor Mitchell, Council Member Bounds, Watkins and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

CONTRACTUAL MATTER UTILITIES

Motion was made by Council Member Watkins, seconded by Council Member Bounds to approve request to increase water by \$2.00 flat rate on minimum usages and increase minimum usage level if financially feasible and agree to increase gas \$2.00 flat fee on minimum usage.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

CONTRACTUAL MATTER WITH UTILITY AUTHORITY

NO ACTION TAKEN – DISCUSSION ONLY

PERSONNEL MATTER

NO ACTION TAKEN

MOTION TO RECESS

Motion was made by Council Member Watkins seconded by Council Member Parker to recess until Tuesday, October 16, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage and Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, October 16, 2007, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, and City Manager Ed Pinero, Jr. Council Members Leavern Guy was absent at the beginning of the meeting but came in later.

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

Opening prayer was given by Larry Watkins, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED
October 2, 2007**

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve the City of Picayune Minutes dated October 2, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve the issuance of the following manual checks:

MANUAL CHECKLIST

**COUNCIL MEETING
October 16, 2007**

PAY TO	EXPENSE	AMOUNT
Coast Electric Power Assn.	Friendship Park – FEMA lighting –Phase II	35,632.00
Bancorpsouth Equip. Finance	Backhoes	2,387.08
Pearl River Co. SPCA	September 2007 Appropriation	3325.00
Teri Feeley	Travel expense for SEMPAC annual government conference in Biloxi, MS	142.62
Amber Hinton	Travel expense for SEMPAC annual government conference in Biloxi, MS	183.62
Carrigee Consulting	Registration for 2006 Residential Building Code Course for Alvin Carter	250.00

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO VOID 2005 TAX SALE FOR PORPERTY

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve request to void 2005 tax sale for property in the name of Ericken Jones, parcel #617-515-004-07-018-00. Refund to Saron Investments for purchase price of \$37.18.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Turnage, seconded by Council Member Bounds to acknowledge receipt of Monthly Privilege License Report for the month of August and September 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Turnage, seconded by Council Member Bounds to Accept Planning Commission Minutes dated September 11, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Turnage, seconded by Council Member Bounds to acknowledge receipt of Monthly Public Records Request Report for the month of August and September 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM LIONS CLUB OF PICAYUNE TO HOLD A CAN SHAKE

Motion was made by Council Member Parker, seconded by Council Member Bounds to approve request from Lions Club of Picayune to hold a can shake on Saturday, October 20, 2007 at the intersection of Highway 43 and Highway 11 North and East Canal and Highway 11.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM SONNET HOLLOWAY OWNER OF SONNET'S DANCE AND HIP HOP IN PICAYUNE TO HOST A HALLOWEEN DOG WALK

Motion was made by Council Member Bounds seconded by Council Member Turnage to approve request from Sonnet Holloway owner of Sonnet's Dance and Hip Hop in Picayune to host a Halloween Dog Walk on October 28, 2007 with all proceeds going to the Picayune SPCA. The dog walk will start at 1:30 pm until 2:30 pm at Jack Read Park on Goodyear Blvd., go up Goodyear Blvd., using sideways to Kirkwood, turn right on Kirkwood to 5th Ave., up 5th Ave. returning back to Jack Read Park.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Guy

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Council Member Guy enters the meeting at this time.

APPROVE REQUEST FROM PICAYUNE NJROTC TO BE ISSUED A PARADE PERMIT FOR NOVEMBER 10, 2007 FOR A VETERAN'S DAY PARADE

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request from Picayune NJROTC to be issued a Parade Permit for November 10, 2006 for a Veteran's Day Parade starting at 9:30 am with route starting in front of Highland Hospital at Kirkwood and Goodyear Blvd. Going up the Blvd. to Main Street, turning right on Main Street to West Canal Street, then down West Canal Street to end parade at starting point on Goodyear Blvd.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE REQUEST TO APPOINT NEW MEMBER TO PLANNING COMMISSION TO REPLACE NANCY DURHAM

Motion was made by Council Member Guy, seconded by Council Member Watkins to table request to appoint a new member to the Picayune Planning Commission to replace Nancy Durham until the November 6, 2007 meeting.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AMEND ORDINANCE NO. 800 (RESIDENTIAL AND COMMERCIAL UTILITY DEPOSITS AND LATE FEES)

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve request to amend Ordinance No. 800 (Residential and Commercial Utility Deposits and Late Fees).

ORDINANCE NO. 842

AN ORDINANCE TO AMEND THE PROVISIONS OF ORDINANCE 800 (AN ORDINANCE TO SET THE RATE FOR DEPOSITS OF UTILITY SERVICE AND ESTABLISH LATE PAYMENT FEES AND CUT-OFF PROCEDURES FOR THE CITY OF PICAYUNE, MISSISSIPPI BY AMENDING ORDINANCE NO. 626 and 521).

Be It Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

1. That before any person shall receive any residential utility service from the City of Picayune, the following shall be made for the service desired:

Water and Sewer	\$100.00
Gas	\$150.00

If only one service is desired, a deposit needs to be made only for that service.
2. That a fee of \$100.00 for water and \$200.00 for gas and water is hereby fixed for small commercial; and an estimate of three months bill be fixed on large commercial.
3. That customers, residential or commercial, transferring from one place to another, within the City, shall bring their present deposit up to the required amount and that all charges for the old location be paid in full.
4. That said deposits shall be returned without interest when a customer vacates premises, provided all utility bills have been paid in full.
5. That customers, residential or commercial will incur a Service Connection Fee of \$20.00, which is non-refundable to connect to any utility with the City.
6. That twenty days after the billing date of a utility bill to a customer and the City has not received payment for said amount from the customer, the City shall notify customer in writing that service shall be terminated in ten days. At the time of said notification, a late payment charge of \$10.00 on

residential accounts and one and one-half percent of the total amount past due on commercial accounts shall be added to the amount due and payable. Ten days after notification, service shall be terminated until the total amount owed plus reconnection fee of \$ 50.00 on request made prior to 4:30 pm Monday through Thursday and \$75.00 on reconnection after 4:30 p.m. Monday through Thursday and on Friday is paid.

7. That any ordinance or section of any ordinance in conflict herewith are hereby repealed.
8. That this ordinance shall be effective December 1, 2007 after its adoption by the City Council of the City of Picayune.
9. That this ordinance shall be effective and be in force from and after publication according to law as of December 1, 2007.

The foregoing ordinance, having first been reduced to writing, was moved upon Council Member Turnage, Seconded by Council Member Bounds, and voted upon as follows:

VOTING YEA: Mayor Mitchell, Council Member Bounds, Turnage, Guy, Watkins, and Parker.

VOTING NAY: None

ABSENT AND NOT VOTING: **None**

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carries and the ordinance passes, approved and adopted on this the 16th day of October, 2007.

Greg Mitchell, Mayor

Arrest: _____
Deputy City Clerk

Published: 10/25/07

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AMEND ORDINANCE NO. 801 (RESIDENTIAL AND COMMERCIAL WATER RATES AND LARGE INDUSTRIAL AND COMMERCIAL SEWER CHARGES)

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to amend Ordinance No. 801 (Residential and Commercial Water Rates and Large Industrial and Commercial Sewer Charges).

ORDINANCE NO. 843

AN ORDINANCE TO AMEND THE PROVISIONS OF ORDINANCE 801 (AN ORDINANCE TO AMEND ORDINANCE 794 and 660 OF THE CODE OF ORDINANCES OF THE CITY OF PICAYUNE.) Be it Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, In Meeting Duly Assembled:

SECTION 1. That Section 1 of Ordinance No. 794 is amended to read as follows:

INDUSTRIAL TRANSPORTATION SERVICE FOR CUSTOMERS PURCHASING THEIR OWN GAS SUPPLY

AVAILABILITY:

At points on Company's existing facilities of adequate capacity and suitable pressure when natural gas is obtained in sufficient quantities for all requirements of distribution by Company.

APPLICATION:

For transporting natural gas on cities system for others who purchase their own gas.*

*If for any reason customer takes unauthorized volume from the City, customer shall pay all cost, charges, penalties and damages that are assessed or charged to the City for such volume taken.

NET MONTHLY RATE:

For all gas transported	\$.80 per MMBtu
Monthly minimum	\$25.00

RESIDENTIAL AND SMALL COMMERCIAL WATER RATES

Residential and Small Commercial (Inside City Limits):

First 6,000 gallons or less	\$11.00 (Minimum)
All in excess of 6,000 gallons	\$1.50 per 1000 gal.

Residential and Small Commercial (Outside City Limits):

First 6,000 gallons or less	\$15.00 (Minimum)
All in excess of 6,000 gallons	\$ 1.75 per 1000 gal.

Large Industrial and Commercial Water Rates (Inside City Limits):

A minimum of \$40.00 for the first 10,000 gallons or less used and \$1.22 per thousand gallons thereafter.

Large Industrial and Commercial Water Rates (Outside City Limits):

A minimum of \$50.00 for the first 10,000 gallons or less used and \$1.50 per thousand gallons thereafter.

RESIDENTIAL AND SMALL COMMERCIAL SEWER CHARGES

Inside City Limits: First 6000 gallons or less	\$13.00
All in excess of 6,000 gallons	\$ 1.96 per 1000 gal

Outside City Limits: First 6000 gallons or less	\$16.25
All in excess of 6,000 gallons	\$ 2.45 per 1000 gal.

LARGE INDUSTRIAL AND COMMERCIAL SEWER CHARGES

INSIDE CITY LIMITS: A minimum of \$50.00 for the 10,000 gallons or less used and \$1.22 per thousand gallons thereafter.

OUTSIDE CITY LIMITS: A minimum of \$62.50 for the 10,000 gallons or less used and \$1.50 per thousand gallons thereafter.

All other provisions of said Ordinance No. 801, 794 and 660, not inconsistent with this amendment, shall remain unchanged

SECTION 2. That any ordinance or section of any ordinance in conflict herewith is hereby repealed.

SECTION 3. Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by an Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or 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.

That this ordinance shall be effective and be in force from and after publication according to law as of December 1, 2007.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Bounds, seconded by Council member Turnage, and voted upon as follows:

The following roll call vote was taken:

VOTING YEA: Mayor Mitchell, Council Member Bounds, Turnage, Guy, Watkins, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: None

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carries and the ordinance passes, approved and adopted on this the 16th day of October, 2007..

Greg Mitchell, Mayor

ATTEST:

Deputy City Clerk

Published: 10/25/07

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT LOWEST BIDS FOR SEMI-ANNUAL BIDS FROM OCTOBER 1, 2007 TO MARCH 31, 2008

Motion was made by Council Member Bounds, seconded by Council Member Guy to approve request to accept lowest bids for Semi-Annual Bids from October 1, 2007 to March 31, 2008.

CITY OF PICAYUNE ENGINEERING DEPARTMENT

BID TABULATION FORM

10:01AM

Date: 10-11-07

PROJECT NAME: SEMI-ANNUAL BIDS 10-1-07 - 3-31-08

PROJECT NO.: N/A

ATTENDING STAFF: 1. H. MILLER AM 4. _____ 7. _____
 2. RHONDA MARTIN PM 5. _____ 8. _____
 3. _____ 6. _____ 9. _____

	BIDDER	TOTAL BID (\$)	BID BOND	AFFIDAVIT	ADDENDA
1.	NORDAN SMITH #1	OXYGEN 6.50 CYL ACETYLENE 15.84 CYL			RENT 4.50 Mo PER CYL
2.	INDUSTRIAL CHEM. #1	CHLORINE 1 SOLB CYL. 49.00			MIN 6 CYL.
3.	HUEY STOCKSTILL #2	(SEE ATTACHMENT)			
4.	MC NEELY PLASTIC #3	5.32 per Roll			
5.					
6.	HUEY STOCKSTILL #4	CONCRETE 2500 LB MIX YD 84.00 " 3000 LB MIX YD 86.00			
7.					
8.	MIS UTILITY SUPPLY #5	(SEE ATTACHMENT)			
9.					
10.					

ASPHALT MIX

ITEM #2

PRICE

Hot Bituminous Surface Plantmix Asphalt (Contractors Specifications) (Meets SC-1, Using Classing II Crushed Gravel without slag, limestone or asphaltic limestone)	<u>55.00</u>
Hot Bituminous Surface Plantmix Asphalt (Contractors Specifications) (Meets SC-2, Using Classing II Crushed Gravel without slag, limestone or asphaltic limestone)	<u>55.00</u>
Hot Mix Asphalt (lay and haul inside city)	<u>80.00</u>
Hot Mix Sand Asphalt (lay and haul inside city)	<u>80.00</u>
EA-4 for tack (contractor furnish in place)	<u>3.00/gal.</u>

PRICES TO BE FOB PICAYUNE AND GUARANTEED FROM ~~10-01-03 to 3-31-04~~
PURCHASED AS NEEDED 10-1-07 - 3-31-08

COMPANY HUEY STOCKSTILL, INC
 ADDRESS P.O. BOX 758
PICAYUNE, MS 39466
 PHONE 601-798-2981 FAX 601-798-3072
 AUTHORIZED SIGNATURE *Huey Stockstill, Jr.*
 HUEY STOCKSTILL, JR. / TREASURER

RECEIVED 09-26-'07 08:31 FROM-

TO- Huey Stockstill, Inc P003/004

Aug Oct. 1, 2007, 8:00AM H Louisiana Utilities

No. 5628 P. 2 P. 4

POLYETHYLENE CULVERT PIPE AND COUPLINGS

ITEM #5

1. ASTM F-405 Standard Specification for Corrugated Polyethylene Pipe and fittings.
2. ASTM F-667 Standard Specification for Large Diameter Corrugated Polyethylene Pipe and fittings.
3. AASHTO M-252 Standard Specification for Polyethylene Corrugated Drainage Pipe.
4. AASHTO M-294 Standard Specification for Corrugated Polyethylene Pipe, 12"-48" diameter.

<u>DIAMETER</u>	<u>SMOOTH INTERIOR PIPE</u>	<u>COUPLINGS</u>
8 in.	\$ <u>2.83'</u> per ft.	\$ <u>3.26</u> ea
10 in.	\$ <u>4.04'</u> per ft.	\$ <u>4.47</u> ea
12 in.	\$ <u>4.36'</u> per ft.	\$ <u>5.06</u> ea
15 in.	\$ <u>5.88'</u> per ft.	\$ <u>8.42</u> ea
18 in.	\$ <u>8.27'</u> per ft.	\$ <u>14.35</u> ea
24 in.	\$ <u>12.95'</u> per ft.	\$ <u>20.23</u> ea
30 in.	\$ <u>20.84'</u> per ft.	\$ <u>47.06</u> ea
36 in.	\$ <u>25.52'</u> per ft.	\$ <u>65.47</u> ea
42 in.	\$ <u>35.56'</u> per ft.	\$ <u>95.83</u> ea
48 in.	\$ <u>42.63'</u> per ft.	\$ <u>112.50</u> ea

PRICES FOB PICAYUNE

PRICES GUARANTEED FROM ~~10-01-03 to 3-31-04~~ 10-1-07 - 3-31-08

COMPANY Mississippi Utilities Supply
 ADDRESS 14231 Seaway Rd. Unit #5
Gulfport, MS 39503
 PHONE 228-863-2257 FAX 228-863-6587
 AUTHORIZED SIGNATURE [Signature]

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT THE STATE HOMELAND SECURITY GRANT PROGRAM AWARD IN THE AMOUNT OF \$23,220.00 FOR THE PURCHASE OF EQUIPMENT, PLANNING TRAINING, EXERCISE MANAGEMENT AND ADMINISTRATIVE COST

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request to accept the State Homeland Security Grant Program Award in the amount of \$23,220.00 for the purchase of equipment, planning training, exercise management and administrative cost.



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
GEORGE PHILLIPS, COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: October 10, 2007 GRANT NO: S5HS297
SUB-GRANTEE: CITY OF PICAYUNE
PROGRAM NAME: Fiscal Year 05 ODP Homeland Security Grant Program
GRANT PERIOD: 10/01/2004 to 03/31/2008
AWARD AMOUNT: \$23,220.00

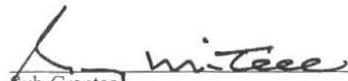
Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:


Sub-Grantee _____ Date _____


J.W. Ledbetter _____ Date _____
Director

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to apply for assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

10/16/07

Date

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO START ACCEPTING BIDS FOR THE CONSTRUCTION OF T-HANGERS AT THE PICAYUNE MUNICIPAL AIRPORT UTILIZING MDOT MULTI-MODAL GRANT FUNDS

Motion was made by Council Member Guy, seconded by Council Member Parker to approve request to start accepting bids for the construction of T-Hanger at the Picayune Municipal Airport utilizing MDOT Multi-Modal Grant Funds. See bid tabulation below.

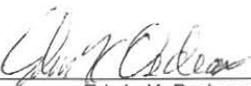
Allen&Hoshall
since 1915

TABULATION OF BIDS
2007 T-HANGARS
FOR
PICAYUNE MUNICIPAL AIRPORT
PICAYUNE, MISSISSIPPI

10:00 A.M. 4 October 2007

<u>BIDDER</u>	<u>TOTAL BID PRICE</u>	<u>ADDITIVE ALTERNATE BID NO. 1</u>	<u>ADDITIVE ALTERNATE BID NO. 2</u>
Bulldog Constructors, Inc.	\$455,000	\$14,450	\$64,000
KanDuit Construction, Inc.	\$492,600	\$8,800	\$185,800
Holliday Construction, LLC	\$516,930	\$11,655	\$150,538

I certify that this is a true and correct tabulation of the bids received at 10:00 A.M., 4 October 2007 for 2007 T-Hangars, Picayune Municipal Airport, Picayune, Mississippi. I personally reviewed the bids received including all appurtenant documents and found them to be acceptable.


Edwin K. Dedeaux
No. 7584



The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPTING THE GRANT MODIFICATION FROM MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) TO FACILITATE COMPLETION AND CLOSEOUT OF THE CDBG RAILSPUR PROJECT

Motion was made by Council Member Turnage, seconded by Council Member Parker to approve request to accepting the Grant Modification from Mississippi Development Authority (MDA) to facilitate completion and closeout of the CDBG Rail spur Project.

**MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET**
Division of Community Services
501 North West Street . Post Office Box 24628
Jackson, Mississippi 39225-4628

<p>1. Recipient's Name, Address, Phone Number:</p> <p>City of Picayune 815 North Street Picayune, Ms 39466</p> <p>Attn: Barbara McGrew</p> <p>Email - Barbara McGrew- piccomdev@bellsouth.net Director of Community Development Grant Administrator</p> <p>Telephone - 601/798-9778 601-799-0600 Fax - 601/799-0607 601-798-0564</p>	<p>2. Effective Date:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">3. Contract Number: 02-297-ED-01</td> <td style="width: 50%;">Grant Number: 1119</td> </tr> </table> <p>4. Modification Number: 3</p> <p>5. Grant Identifier: (Funding Source & Year) 1119 CDBG 2002</p> <p>6. Beginning and Ending Dates: February 13, 2003 to October 31 NOVEMBER 30, 2007</p> <p>7. Page 1 of 1</p>	3. Contract Number: 02-297-ED-01	Grant Number: 1119													
3. Contract Number: 02-297-ED-01	Grant Number: 1119															
<p>8. As a result of this modification, funds obligated are changed as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>CDBG</u></th> <th style="text-align: left;"><u>OTHER FEDERAL</u></th> <th style="text-align: left;"><u>OTHER (LOCAL-PRIVATE)</u></th> </tr> </thead> <tbody> <tr> <td>FROM:</td> <td>FROM:</td> <td>FROM:</td> </tr> <tr> <td>TO:</td> <td>TO:</td> <td>TO:</td> </tr> <tr> <td>INCREASE:</td> <td>INCREASE:</td> <td>INCREASE:</td> </tr> <tr> <td>DECREASE:</td> <td>DECREASE:</td> <td>DECREASE:</td> </tr> </tbody> </table>		<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>	FROM:	FROM:	FROM:	TO:	TO:	TO:	INCREASE:	INCREASE:	INCREASE:	DECREASE:	DECREASE:	DECREASE:
<u>CDBG</u>	<u>OTHER FEDERAL</u>	<u>OTHER (LOCAL-PRIVATE)</u>														
FROM:	FROM:	FROM:														
TO:	TO:	TO:														
INCREASE:	INCREASE:	INCREASE:														
DECREASE:	DECREASE:	DECREASE:														
<p>9. The above recipient is hereby modified as follows: To extend the ending date two months to complete the railspur final request for cash and the closeout process.</p>																
<p>10. Except as hereby notified, all terms and conditions of the subcontract remain unchanged.</p>																
<p>11. Approved for Agency:</p> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 10/16/07 Date </div> <p>Name: STEVE HARDIN Title: DIRECTOR, Community Services Division</p>	<p>9. Approved for Recipient:</p> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> 09/18/07 Date </div> <p>Name: Greg H. Mitchell Title: Mayor - City of Picayune</p>															

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE WAIVING PERMIT FEES FOR THE KATRINA REPAIRS AT FRIENDSHIP PARK PROJECT FOR GENERAL CONTRACTOR ONLY

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve waiving permit fees for the Katrina repairs at Friendship Park Project for General Contractor only.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR CITY WATER SERVICE

Motion was made by Council Member Guy, seconded by Council Member Bounds to deny request for City Water Service for Winston Kellar, 2791 Jackson Landing Road, Picayune, MS 39466

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request for City Water Service for Stanley R. & Millie C. Kacin, 2633 Jackson Landing Road, Picayune, MS 39466.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM WAYNE GOUGUET FOR ZONE CHANGE FROM C-2 HIGHWAY COMMERCIAL DISTRICT TO R-2 TWO FAMILY RESIDENTIAL FOR PROPERTY LOCATED ON CARTER STREET

Motion was made by Council Member Turnage, seconded by Council Member Watkins to accept Planning Commission recommendation and Resolution to approve request from Wayne Gouguet for zone change from C-2 Highway Commercial District to R-2 Two Family Residential for Property located on Cater Street.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO PROPOSED ACTION CONCERNING ZONING CHANGE (S)

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending to the City Council whether a proposed zoning change should be approved or denied with or without comments or conditions.

The request under consideration is:

 X Zone Change (Applicant Name: Wayne Gouguet – “Boley Properties”)

4.

The location of the real property that is under consideration is described as follows, to-wit: Parcel 6171110010306201(lots 20,21,&22) and parcel 6171110010306200(lots 17,18 &20) located at 518 Carter St. Picayune, MS. Section 11, Township 6 South, Range 17 West, Pearl River County, Mississippi containing approximate 22.500 sq. ft

5.

Stephen Gordon: Y

Willie Eubanks: Y

Nancy Durham: N

Terrell Jopes: Y

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 9th day of October, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

ORDINANCE NO. 844

AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM C-3, HIGHWAY COMMERCIAL TO R-2, TWO FAMILY RESIDENTIAL

Be it Ordained by the City Council of the City of Picayune, Pearl River County, Mississippi, in meeting duly assembled:

Section 1: The following described property shall be rezoned from C-3 Highway Commercial to R-2 Two Family Residential:

The following parcel: 6171110010306201 and 6171110010306200 located at 518 Carter St for Wayne Gouguet, which legal description is as follows: lots 17, 18,19,20,21, & 22 of the Roseland Park Subdivision to the City of Picayune of Section 11, Township 6 South, Range 17 West, Pearl River County, MS containing 22.500 sq. ft.

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 provision of other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions shall take precedence.

This ordinance shall take effect and be in force thirty (30) days after its publication.

The foregoing ordinance, having first been reduced to writing, was moved upon Council Member Turnage, Seconded by Council Member Watkins, and voted upon as follows:

VOTING YEA: Mayor Mitchell, Council Member Watkins, Guy, Bounds, Turnage, and Parker

VOTING NAY: None

ABSENT AND NOT VOTING: 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 16th day of October 2007.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy Clerk
Published: 10/24/07

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM GENTRY DAVIS FOR PRELIMINARY AND FINAL SUBDIVISION PLAT APPROVAL TO SUBDIVIDE A PARCEL INTO 2 PARCELS LOCATED AT 211 FARRELL ST. PICAYUNE, MS

Motion was made by Council Member Guy, seconded by Council Member Turnage to accept Planning Commission Recommendation and Resolution to approve request from Gentry Davis for Preliminary and Final Subdivision Plat approval to subdivide a parcel into 2 parcels for parcel #6171110020300200 located at 211 Farrell St., Picayune, MS.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would,

after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is described as follows, to-wit: SW ¼ of the NW ¼ of Section 22, Township 6 South, Range 17 West, Pearl River County, MS containing 3.5 acres more or less.

5.

The subdivision under consideration is:

X Proposed Preliminary and Final Development Plat (Applicant Name: Mr. Gentry E. Davis) (Parcel 6171110020300200)

Or

_____ Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex. Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

X Approve the above action without Comments/Conditions.

 Approve the above action with the following Comments/Conditions.

.

 Disapprove the above action without Comments.

 Disapprove the above action with Comments.

- 1. _____
- 2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 9th day of October , A.D., 2007.

Voting: Yea Nay Abstain Not Voting Not Present

Melvin Hicks: x

Martha Sheppard: x

Patricia Barnett:		x
Dennis Collier:	x	
Luddia Williams:	x	
Stephen Gordon:	x	
Willie Eubanks:	x	
Nancy Durham:		x
Terrell Jopes:	x	

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 9th day of October, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM TED MUSGROVE FOR PRELIMINARY AND FINAL SUBDIVISION PLAT TO RE-SUBDIVIDE LOTS 6,7,8,9, AND 10 BLOCK B,P.S. DOZIER'S ADDITION TO THE CITY OF PICAYUNE FOR PROPERTY LOCATED ON 121 BAY ST.

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept Planning commission Recommendation and Resolution to approve request from Ted Musgrove for Preliminary and Final Subdivision Plat to re-subdivide Lots 6,7,8,9, and 10 Block B, P.S. Dozier's Addition to the City of Picayune for property located on 121 Bay St.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

**RESOLUTION OF THE PLANNING COMMISSION REGARDING
RECOMMENDATION RELATIVE TO THE APPROVAL OF
ACTION REGARDING SUBDIVISION PLAT**

NOW COMES, the City of Picayune Planning Commission and would,

after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is described as follows, to-wit: SE ¼ of the NW ¼ of Section 15, Township 6 South, Range 17 West, Pearl River County, MS containing a total lot size of 300 x 140

5.

The subdivision under consideration is:

 X Proposed Preliminary Development Plat (Applicant Name: Ted Musgrove) (Parcel 6175150020502000, 6175150020501900)

Or

 Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex. Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

 X Approve the above action without Comments/Conditions.

 Approve the above action with the following Comments/Conditions.

 Disapprove the above action without Comments.

 Disapprove the above action with Comments.

1. _____

2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 9th day of October, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:					x
Dennis Collier:	x				
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Nancy Durham:					x
Terrell Jopes:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 9th day of October, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE REQUEST FROM RAY THAKOR (HOLIDAY INN EXPRESS UNTIL NOVEMBER 6, 2007 MEETING

Motion was made by Council Member Guy, seconded by Council Member Parker to table request from Ray Thakor (Holiday Inn Express) for a Variance to allow for several parking spaces to be changed to 9 x 20 instead of the required 10 x 20 for the parking area at the Holiday Inn Express to accommodate for the 72 parking spaces needed to comply with parking requirements located between Bales and South Blanks Ave., Picayune, MS

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM LARRY WILLIAMSON FOR PRELIMINARY AND FINAL SUBDIVISION PLAT APPROVAL FOR TECHNOLOGY PARK SUBDIVISION FOR PROPERTY LOCATED IN PICAYUNE INDUSTRIAL PARK

Motion was made by Council Member Watkins, seconded by Council Member Bounds to accept Planning Commission Recommendation and Resolution to approve request from Larry Williamson for Preliminary and Final Subdivision Plat approval for Technology Park Subdivision for parcels #6175220040101003 and #6175220040100104 property located in Picayune Industrial Park.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of

Dennis Collier:	x	
Luddia Williams:	x	
Stephen Gordon:	x	
Willie Eubanks:	x	
Nancy Durham:		x
Terrell Jopes:	x	

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 9th day of October, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM DAVID ZIMMERLE FOR PRELIMINARY AND FINAL SUBDIVISION PLAT TO SUBDIVIDE A PARCEL INTO (3) ACRES OF LAND FOR PROPERTY LOCATED ON HUNT ST., PICAYUNE, MS

Motion was made by Council Member Guy, seconded by Council Member Bounds to accept Planning Commission Recommendation and Resolution to approve request from David Zimmerle for Preliminary and Final Subdivision Plat to subdivide a parcel into (3) acres of land for property located on Hunt St., Picayune, MS. and that it will be the Contractor/Developer’s responsibility for up keep of Hunt St.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is described as follows, to-wit: NW ¼ of the NE ¼ of Section 22, Township 6 South, Range 17 West, Pearl River County, MS containing (3) acres of land

5.

The subdivision under consideration is:

Proposed Preliminary Development Plat (Applicant Name: Daniel Zimmerle) (Parcel 6175220010100800)

Or

Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex.

Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

1. _____
2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 9th day of October, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:					x
Dennis Collier:	x				
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Nancy Durham:					x
Terrell Jopes:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 9th day of October, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO SET TO PUBLIC HEARING DATE FOR PROPERTY CLEANUP FOR NOVEMBER 20, 2007

Motion was made by Council Member Guy, seconded by Council Member Parker to approve request to set a Public Hearing date for property cleanup for November 20, 2007 for the following properties:

1603 Downs Street
600 Rosa Street
Rosa Street Parcel # 617-515-003-04-00301
Rosa Street Parcel # 617-515-003-04-00305
Rosa Street Parcel # 617-515-003-04-00303
Rosa Street Parcel # 617-515-003-04-00304
420 South Haugh Ave.
901 3rd Ave.
South Curran Ave. Parcel # 617-614-003-04-013

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT DONATION OF \$500 FROM PICAYUNE CAMPUS SECURITY TO BE USED FOR A TROPHY CASE AT THE PICAYUNE POLICE DEPARTMENT

Motion was made by Council Member Guy, seconded by Council Member Turnage to accept a donation of \$500 from Picayune Campus Security to be used for a Trophy Case at the Picayune Police Department.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Guy, seconded by Council Member Turnage to return to regular session.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Guy, seconded by Council Member Turnage to enter executive session to discuss the following:

- A. Possible sale of land – Mrs. Barbara
- B. Contractual matter with Intermodal Center
- C. Possible litigation with Hide-Away-Lake
- D. Personnel matter

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

POSSIBLE SALE OF LAND

NO ACTION TAKEN – DISCUSSION ONLY

CONTRACTUAL MATTER WITH INTERMODAL CENTER

NO ACTION TAKEN – DISCUSSION ONLY

POSSIBLE LITIGATION WITH HIDE-AWAY-LAKE

NO ACTION TAKEN – DISCUSSION ONLY

PERSONNEL MATTER

NO ACTION TAKEN – DISCUSSION ONLY

MOTION TO RECESS

Motion was made by Council Member Parker seconded by Council Member Watkins to recess until Tuesday, November 6, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, November 6, 2007, at 6.00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, Anna Turnage and City Manager Ed Pinero, Jr. Council Members Leavern Guy was absent at the beginning of the meeting but came in later.

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

Opening prayer was given by Donald Parker, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED
OCTOBER 16, 2007**

Motion was made by Council Member Bounds, seconded by Council Member Guy to approve the City of Picayune Minutes dated October 16, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve the issuance of the following manual checks:

MANUAL CHECKLIST

**COUNCIL MEETING
November 6, 2007**

PAY TO	EXPENSE	AMOUNT
---------------	----------------	---------------

REGULAR MEETING NOVEMBER 6, 2007

Brandon Brown	Reimbursement of meal expense for 11/05/07 at MS Fire Academy.	23.00
Josh Mitchell	Travel advance for meals while attending Firefighter Training at MS Fire Academy 11/5 – 12/21	552.00
Thompson West	MS Code V31 books-Domestic Relations-for Court Clerk Office	534.00
MS Municipal Liability Plan	Liability Coverage Period 01/01/08 – 12/31/08	140724.00
Wright CPA Group, PLLC	Invoice #21259 for audit services for year end 09/30/07	7500.00
Gulf South Mechanical USA, Inc	Repairs at Arizona Chemical Bldg. (replace one, four ton heat pump air handler)	2300.00
Center for Governmental Training & Technology	2007 Clerks Certification Program-Summer Session for Amber Hinton & Teri Feeley	130.00
2007 MS/AL Hurricane Conference	Registration for Keith Brown to attend conference in Biloxi, MS June 27-29, 2007	100.00
MS State Tax Commission Motor Vehicle Licensing	Government license plate for a 96 Ford Crown Vic	12.00
Center for Governmental Training and Technology	Fall Session of the Certification Program for Municipal Clerks and Certification Program Update – A. Hinton, T. Feeley	350.00
Comfort Suites	Hotel Expense for Fall Session of Cert. Program for Municipal Clerks	83.60
Hilton Jackson	Hotel Expense for 2007 Certification Program Update	221.28
Patrick Daley	Refund Tax Sale Purchase	2238.86
CW & W Contractors, Inc.	Industrial Railroad Track to serve Rheogistics, LLC	11079.60
Joey Burge	Refund Permit Fee	288.00
Jerry Bounds	Travel Expenses (Per Diem & Mileage)-New Orleans, LA, MML Conference	213.00
Leavern Guy	Travel Expenses (Per Diem & Mileage)-New Orleans, LA, MML Conference	182.00

Greg Mitchell	Travel Expenses (Per Diem & Mileage)-New Orleans, LA, MML Conference	151.00
Larry Watkins	Travel Expenses (Per Diem & Mileage)-New Orleans, LA, MML Conference	151.00
Ed Pinero	Travel Expenses (Per Diem & Mileage)-New Orleans, LA, MML Conference	213.00

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

AUTHORIZED MAYOR'S SIGNATURE ON QUITCLAIM DEED FOR TAXES IN THE NAME OF CHRYSLER 1ST FINANCE FOR TAX YEAR 1999-2003 PARCEL 418-112-000-00-006-00

Motion was made by Council Member Bounds, seconded by Council Member Guy to authorize Mayor's signature on quitclaim deed for taxes in the name of Chrysler 1st Finance for tax year 1999-2003 parcel 418-112-000-00-006-00.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ORDER TO APPROVE DOCKET

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve the docket for the month of September in the amount of \$895,492.23.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST FROM THOMAS NECAISE TO HAVE THE 18TH ANNUAL TOYS FOR TYKES MOTORCYCLE RUN ON DECEMBER 8, 2007

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request from Thomas Necaise to have the 18th Annual Toys for Tykes Motorcycle Run on December 8, 2007 at 11:00 AM starting at the Nation Guard Armory on Highway 11 South.



The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

REQUEST FROM CIVIC WOMEN CLUB WAS WITHDRAWN

APPROVE REQUEST FROM TONYA BARNUM, OWNER OF CENTER STAGE SCHOOL OF DANCE TO HOLD A CAN SHAKE ON NOVEMBER 10, 2007 TO RAISE FUNDS FOR THE DANCE SCHOOL TO REPRESENT THE CITY OF PICAYUNE AS A DANCE COMPETITION AT DISNEY WORLD IN FLORIDA

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request from Tonya Barnum, owner of Center Stage School of Dance to hold a Can Shake on November 10, 2007 from 9:00-11:00 AM and 12:00-2:00 PM at the intersection of Highway 11 and 3rd Street to raise funds for the Dance School to represent the City of Picayune at a dance competition at Disney World in Florida.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Bounds, seconded by Council Member Turnage to amend the agenda to include the following item:

1. Consider adoption of Resolution of Parades being conducted within the City of Picayune. See attached copy of Resolution.
Action Requested: Adopt Resolution as submitted.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE ADOPTION OF RESOLUTION OF PARADES BEING CONDUCTED WITHIN THE CITY OF PICAYUNE

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve adoption of Resolution of Parades being conducted within the City of Picayune.

**RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
PICAYUNE**

WHEREAS, The City of Picayune is host to several Parades each and every year, and

WHEREAS, The City of Picayune issues permission for these parades on behalf of the taxpayers of the City;

WHEREAS, The taxpayers of the City furnish Police, Fire and Protection during all parades, and

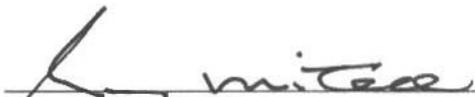
WHEREAS, The taxpayers of the City furnish Public Works to clean-up following all parades, and

WHEREAS, All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict;

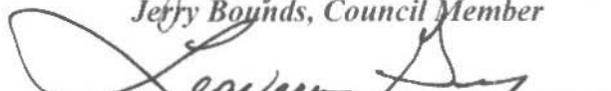
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI, and behalf of all the citizens of the City, we wholeheartedly appoint the Picayune Memorial High School NJROTC and Color Guard to be the leader of any and all parades being conducted within the Corporate Boundaries of the City of Picayune.

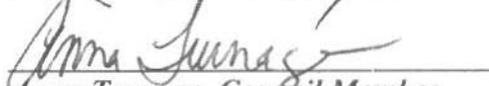
For cause, this resolution shall become effective immediately upon the adoption thereof.

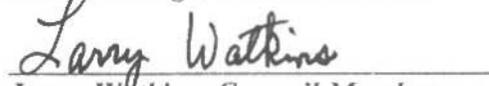
ADOPTED BY THE MAYOR AND COUNCIL, NOVEMBER 6, 2007

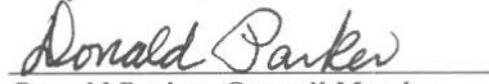

Greg Mitchell, Mayor


Jerry Bounds, Council Member


Leavern Guy, Council Member


Anna Turnage, Council Member


Larry Watkins, Council Member


Donald Parker, Council Member



The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO APPOINT MARTHA FORD TO PLANNING COMMISSION TO REPLACE NANCY DURHAM

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to appoint Martha Ford to the Picayune Planning Commission to replace Nancy Durham.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO ACCEPT LOWEST AND ONLY BID FROM PIERCE MANUFACTURING, INC. FOR TWO (2) CLASS A CUSTOM FIRE APPARATUS PUMPERS

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to accept lowest and only bid from Pierce Manufacturing, Inc. for two (2) Class A Custom Fire Apparatus Pumpers.

CITY OF PICAYUNE ENGINEERING DEPARTMENT

BID TABULATION FORM

10:10 Am
Date: 11-1-07

PROJECT NAME: (2) CLASS A CUSTOM FIRE APPARATUS PUMPS

PROJECT NO.:

ATTENDING STAFF:

1. HARVEY MILLER AM	4. J. M. MITCHELL JMB
2. ED PINERO EP	5. KEITH BREWSTER KB
3. BARRY LEE BL	6. _____
	9. _____

#	BIDDER	TOTAL BID (\$)	BID BOND	AFFIDAVIT	ADDENDA
1	PIERCE MANUFACTURING INC. APPLETON, WI.	\$719,985.00			
2					
3					
4					
5					
6					
7					
8					
9					
10					

FORM REV7-7-05DB

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO APPOINT DOUG LEE TO PARTNERS FOR PEARL RIVER COUNTY TO REPLACE STEVE LAWLER FOR THE REMAINDER OF HIS TERM

Motion was made by Council Member Turnage, seconded by Council Member Watkins to appoint Doug Lee to Partners for Pearl River County to replace Steve Lawler for the remainder of his term which will be July 2008.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO REAPPOINT LEX DOBY TO THE HOUSING AUTHORITY FOR AN ADDITIONAL 5 YEAR TERM ENDING NOVEMBER 2012

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to reappoint Lex Doby to the Housing Authority for an additional 5 year term ending November 2012.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

TABLE REQUEST TO APPOINT NEW MEMBER TO THE AIRPORT COMMISSION TO REPLACE KARL SCOUT

Motion was made by Council Member Guy, seconded by Council Member Bounds to table request to appoint new member to the Airport Commission to replace Karl Scout until the November 27, 2007 Council meeting.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO REAPPOINT JOHN GRIFFIN TO THE AIRPORT COMMISSION FOR ANOTHER THREE YEAR TERM

Motion was made by Council Member Bounds, seconded by Council Member Guy to approve request to reappoint John Griffin to the Airport Commission for another three year term.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE AUTHORIZATION FOR ACCOUNTING DEPARTMENT TO SEEK BIDS ON FINANCING FOR TWO (2) FIRE TRUCKS

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve authorization for Accounting Department to seek bids on financing for two (2) Fire Trucks.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO ALLOW PEARL RIVER COUNTY CIRCUIT CLERK TO OCCUPY OFFICE SPACE AT CITY HALL COMPLEX, 815 NORTH BEECH STREET UNTIL THE COUNTY PROVIDES NEW OFFICE SPACE

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request to allow Pearl River County Circuit Clerk to occupy office space at City Hall Complex, 815 North Beech Street until the County provides new office space.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO APPOINT GLEN GIBSON AS COMMISSIONER ON THE MGAM BOARD AS A REPRESENTATIVE FOR THE CITY OF PICAYUNE TO REPLACE CINDY COLE

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request to appoint Glen Gibson as Commissioner on the MGAM Board as a representative for the City of Picayune to replace Cindy Cole.

MUNICIPAL GAS AUTHORITY OF MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

I, the undersigned Michael R. Gibson, appointed by the Board of Alderpersons of the City of Picayune, Mississippi, as Commissioner of the Municipal Gas Authority of Mississippi, a joint action agency organized and existing pursuant to Chapter 363, Mississippi Laws 1978, as amended, do solemnly swear and affirm that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi and obey the laws thereof; that I am not disqualified from holding the office of Commissioner of the Municipal Gas Authority of Mississippi; and that I will faithfully discharge the duties of the office upon which I am about to enter and will execute the duties of the office upon which I am about to enter and will execute the duties of such office faithfully and impartially; so help me God.

Michael R. Gibson

Sworn to and Subscribed before me, this the ^{6th day} ~~13th~~ day of November 2007.

Diane L. Miller

Notary

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Apr 12, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

CITY OF PICAYUNE

I, _____ Ed Pinero, Jr. _____, the undersigned Clerk of the City of Picayune, Pearl River County, Mississippi, do hereby certify that the foregoing is a true and correct copy of an excerpt from the minutes of the proceedings of a meeting of the Mayor and Board of Alderpersons of the City of Picayune, Mississippi, properly and duly held on the 6th day of November, 2007, and that the actions therein reflected have not been rescinded or repealed and that the same remain in full force and effect.

WITNESS the signature of the undersigned Clerk and seal of the City of Picayune, Mississippi, on this the ^{10th from} 13th day of November, A.D., 2007.



City Clerk

City of Picayune, Mississippi

{Seal}

OATH OF COMMISSIONER OF THE

**RESOLUTION OF BOARD OF ALDERPERSONS
APPOINTING A COMMISSIONER TO THE
MUNICIPAL GAS AUTHORITY OF MISSISSIPPI**

Be it resolved, this 6th day of November, 2007, the Board of Alderpersons for the City of Picayune, hereby appoint Glen Gibson as Commissioner of the Municipal Gas Authority of Mississippi, effective date of the Appointment is November 6, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Guy, seconded by Council Member Bounds to amend the agenda to include the following item:

1. Consider request for Mayor and City Council to travel to National League of Cities in New Orleans, LA from November 13th through 17th.
Action Requested: Approve request as submitted.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

**APPROVE REQUEST FOR MAYOR AND CITY COUNCIL TO TRAVEL TO
NATIONAL LEAGUE OF CITIES IN NEW ORLEANS, LA FROM NOVEMBER 13TH
THROUGH 17TH**

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request for Mayor and City Council to travel to National League of Cities in New Orleans, LA from November 13th through 17th.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM RAY THAKOR (HOLIDAY INN EXPRESS) FOR A VARIANCE TO ALLOW FOR 48 PARKING SPACES TO BE CHANGE TO 9 X 20 INSTEAD OF THE REQUIRED 10 X 20 FOR THE PARKING AREA AT THE HOLIDAY INN EXPRESS TO ACCOMMODATE FOR THE 72 PARKING SPACES NEEDED TO COMPLY WITH PARKING REQUIREMENTS

Motion was made by Council Member Watkins, seconded by Council Member Guy to accept Planning Commission recommendation and Resolution to approve request from Ray Thakor (Holiday Inn Express) for a variance to allow for 48 parking spaces to be change to 9 x 20 instead of the required 10 x 20 for the parking area at the Holiday Inn Express to accommodate for the 72 parking spaces needed to comply with parking requirements. This pertains to parking space only. Motel will be located between Bales and South Blanks Ave. Picayune, MS

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

**RESOLUTION OF THE PLANNING COMMISSION REGARDING
RECOMMENDATION RELATIVE TO THE APPROVAL OF
VARIANCE REQUEST**

NOW COMES, the City of Picayune Planning Commission and would,
after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business with a Variance for real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of a Variance as set forth above.

4.

The real property under the Variance Request consideration is described as follows, to-wit: Lot 1 of the SW corner of the SW ¼ of the SE ¼ City of Picayune Section 14, Township 6 South, Range 17 West containing 1.5 acres more or less

5.

The request under consideration is:

Variance Request (Applicant Name: Ray Thakor)

6.

The following action regarding the proposed and/or existing Variance Request above is as follows, to-wit:

To allow for 48 parking spaces to be changed to 9 x 20 instead of the required 10 x 20 for the parking area for the Holiday Inn Express to accommodate for the 72 parking spaces needed to comply with parking requirements. Located between Bales and South Blanks Ave

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Disapproved the above action without comments.

Disapproved the above action with comments.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 9th day of October, A.D., 2007.

Voting: Yea Nay Abstain Not Voting Not Present

Melvin Hicks: Y

Martha Sheppard: Y

Patricia Barnett: N

Dennis Collier: Y

Luddia Williams: Y
Stephen Gordon: Y
Willie Eubanks: Y
Nancy Durham: N
Terrell Jopes: Y

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 9th day of October, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO REMOVE THE FOLLOWING PROPERTIES THAT HAVE BEEN CLEANED OFF THE PUBLIC HEARING LIST

Motion was made by Council Member Guy, seconded by Council Member Parker to remove the following properties that have been cleaned off the Public Hearing List:

2700 Victoria Drive
Burley Street Parcel #617-515-003-04-044
Corner of Mitchell Street & Hwy 11 North
Parcel #617-614-003-04-005, 617-614-003-04-00501
620 & 622 Charlotte Drive
3rd Street Parcel #617-614-002-04-004

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ORDER TO HOLD PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Guy, seconded by Council Member Parker to declare the following properties a Public Nuisance and giving 30 days to clean said property. If said property is not cleaned within the 30 days it will be turned over to the City of Picayune to clean with charges for cleanup placed as a lien against the property:

Corner of Jarrell Street & Southside Street
Parcel #617-515-004-09-013, 617-515-004-09-01301
South Gray Ave. Parcel #617-614-003-02-024
Corner of Weems Street & Southside Street
Parcel #617-515-004-06-006
313 Rosa Street
South Beech Parcel #617-522-003-02-002, 617-521-004-01-00402,
617-521-004-01-00400

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO SET A PUBLIC HEARING DATE FOR PROPERTY CLEANUP FOR DECEMBER 4, 2007

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request to set a Public Hearing date for property cleanup for December 4, 2007 for the following properties:

Corner of N. Curran & 5th St. Parcel #617-614-002-02-032
817 Cayten Street
D & M Lighting
Rogers Street Parcel #617-521-003-04-013, 617-521-003-04-014
210 Moody Street Parcel #617-515-002-05-011
120 Tate Street

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Guy, seconded by Council Member Parker to amend the agenda to change the date for the Public Hearing dated for November 20th to be held November 27, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO CHANGE DATE FOR PUBLIC HEARING DATED FOR NOVEMBER 20, 2007 TO BE HELD NOVEMBER 27, 2007 FOR PROPERTY CLEANUP OF THE FOLLOWING PROPERTIES

Motion was made by Council Member Guy, seconded by Council Member Parker to approve request to change date for Public Hearing dated for November 20, 2007 to be held November 27, 2007 for property cleanup for the following properties:

1603 Downs Street
600 Rosa Street
Rosa Street Parcel # 617-515-003-04-00301
Rosa Street Parcel # 617-515-003-04-00305
Rosa Street Parcel # 617-515-003-04-00303
Rosa Street Parcel # 617-515-003-04-00304
420 South Haugh Ave.
901 3rd Ave.
South Curran Ave. Parcel # 617-614-003-04-013

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Guy, seconded by Council Member Bounds to amend the agenda to include the following item:

1. Consider Amending Agreement by and Between City of Picayune and Mississippi Department of Health for Mosquito Control to Extend the Contract period thru October 31, 2008.
Action Requested: Amend Said Contract and Authorize Mayor to sign the same.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO AMENDING AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND MISSISSIPPI DEPARTMENT OF HEALTH FOR MOSQUITO CONTROL TO EXTEND THE CONTRACT PERIOD THRU OCTOBER 31, 2008

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to amending Agreement By and Between City of Picayune and Mississippi Department of Health for Mosquito Control to extend the Contract period thru October 31, 2008 and Authorize the Mayor to sign the same.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Guy, seconded by Council Member Bounds to amend the agenda to include the following item:

1. Consider submitting a Pre-Application to FAA for possible acquisition of land for the Picayune Municipal Airport. See Pre-Application attached. Action Requested: Authorize Allen & Hoshall to submit said Pre-Application and Authorize the Mayor to sign the same.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO ALLOW ALLEN & HOSHALL TO SUBMIT A PRE-APPLICATION TO FAA FOR POSSIBLE ACQUISITION OF LAND FOR THE PICAYUNE MUNICIPAL AIRPORT

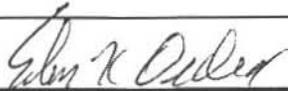
Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to allow Allen & Hoshall to submit a Pre-Application to FAA for possible acquisition of land for the Picayune Municipal Airport and Authorize the Mayor to sign the same.

APPLICATION FOR FEDERAL ASSISTANCE

1. TYPE OF SUBMISSION		2. DATE SUBMITTED	Applicant Identifier
Application <input type="checkbox"/> Construction <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction <input checked="" type="checkbox"/> Non-Construction		9 November 2007	
		3. DATE RECEIVED BY STATE	State Application Identifier
		4. DATE RECEIVED BY AGENCY	Federal Identifier 3-28-0060-015-2008
5. APPLICANT INFORMATION			
Legal Name:		Organizational Unit:	
City of Picayune, Mississippi		Department: Municipality	
Organizational DUNS: 092 683 457		Division:	
Address:		Name and telephone of person to be contacted on matters involving this application (give area code)	
Street: 815 North Beech Street		Prefix:	First Name: Edwin
City: Picayune		Middle Name: K	
County: Pearl River		Last Name: Dedeaux	
State: MS	Zip Code: 39466	Suffix:	
Country: United States		Email: ededeaux@allenhoshall.com	
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		Phone Number (give area code)	Fax Number (give area code)
<input type="text" value="6"/> <input type="text" value="4"/> - <input type="text" value="6"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="9"/> <input type="text" value="7"/> <input type="text" value="2"/>		(601) 977 - 8993	(601) 977 - 8924
8. TYPE OF APPLICATION		7. TYPE OF APPLICANT (See back of form for Application Types)	
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) <input type="text"/> <input type="text"/> Other (specify)		C Other (Specify)	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NO.		9. NAME OF FEDERAL AGENCY:	
<input type="text" value="2"/> <input type="text" value="0"/> - <input type="text" value="1"/> <input type="text" value="0"/> <input type="text" value="6"/>		Federal Aviation Administration	
TITLE (Name of Program): Airport Improvement Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:	
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): Picayune, Mississippi		Purchase land.	
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:	
Start Date	Ending Date	a. Applicant	b. Project
1 March 2008	31 December 2008	Fourth	Fourth
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
a. Federal	\$ 149,150. ⁰⁰	a. YES. <input type="checkbox"/>	THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE : _____
b. Applicant	\$ 3,925. ⁰⁰	b. NO. <input checked="" type="checkbox"/>	
c. State	\$ 3,925. ⁰⁰	<input type="checkbox"/>	PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW
d. Local	\$. ⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
e. Other	\$. ⁰⁰	<input type="checkbox"/> Yes, If "Yes", attach an explanation <input checked="" type="checkbox"/> No	
f. Program Income	\$. ⁰⁰		
g. TOTAL	\$ 157,000. ⁰⁰		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.			
a. Authorized Representative			
Prefix	First Name: Gregory	Middle Name: H	
Last Name: Mitchell		Suffix:	
b. Title: Mayor		c. Telephone: 601-798-9770	
d. Signature of Authorized Representative:		e. Date Signed:	

**GRANT AGREEMENT
ENGINEERING WORKSHEET**

PART A (PREPARED BY AIRPORT OWNER'S ENGINEER OR REPRESENTATIVE)

Airport: Picayune Municipal Airport			Location: Picayune, Mississippi			Proj. No.: 3-28-0060-014-2007			
Brief Item Description <i>(See reverse for typical descriptions)</i>	% Fed	Units	RW	(1)	(2)	(3)	(4)	(5)	(6)
				Const or Land Cost	Eng./Land Incidental	Admin	Total	Federal	Non-Federal
Purchase Land				\$ 142,000	\$ 15,000	\$ -	\$ 157,000	\$ 149,150	\$ 7,850
TOTALS				\$ 142,000	\$ 15,000	\$ -	\$ 157,000	\$ 149,150	\$ 7,850
(7) Recommended work description for grant offer: Purchase land in approach zone.									
(8) Justification for any increase in T/A amount of <u>NA</u> (if no increase, enter "N/A"):									
Signature of Airport Owner's Engineer: 						Date: 11/5/07			

**PART B (PREPARED BY FAA ENGINEER)
Land Acquisition and Relocation Assistance Only**

	Yes	No		Yes	No
1. People or businesses (were/are) loc'd on land?			4a. Land costs are based on appraisals, or		
2. Only necessary land is included?			b. based on actual costs for reimbursements?		
3. Land costs are reasonable?			5. Requested land not in previous GA & deleted?		
All Projects (Land and Construction)					
	Yes	No		Yes	No
6. Exhibit "A" received and correct?			12. P & S are in accordance with EIS / FONSI?		
7. Project application signed and correct?			13. Costs are reasonable?		
8. All work in P & S in grant offer?			14. Air/water quality certification received?		
9. Stage construction?			15. Sponsor legally obligated to relocate utility?		
10. Cost based on bids?			16a. Surplus property land sale proceeds available?		
11. Force account?			b. If so, are they applied to this project?		
17. Comments on above numbered items					
18. Recommended special conditions for grant:					
Signature of FAA Project Manager:				Date:	



PROJECT DESCRIPTION
PICAYUNE MUNICIPAL AIRPORT
PICAYUNE, MISSISSIPPI
PRE-APPLICATION FOR FAA ASSISTANCE

NOVEMBER 2007

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 2008 include the purchase of land.

The land to be purchased includes land occupied by existing approach zone easements for Runway 18 and adjacent land to the easements. The adjacent land is located out of the NASA buffer zone and will be used for future hangar area expansion.

H:\JOBS\Picayune\FY08\FAA Application\Project Description.doc

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO AMEND THE AGENDA

Motion was made by Council Member Guy, seconded by Council Member Parker to amend the agenda to include the following item:

1. Consider Amendment No. 1 of Agreement by and between the City of Picayune and Hartmen Engineering, Inc. for additional Design Construction Engineering Services at the City of Picayune Intermodal Transportation Center.
Action Requested: Approve the said Amendment and Authorize the Mayor to sign the same.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE AMENDMENT NO. 1 OF AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND HARTMAN ENGINEERING, INC. FOR ADDITIONAL DESIGN CONSTRUCTION ENGINEERING SERVICES AT THE CITY OF PICAYUNE INTERMODAL TRANSPORTATION CENTER

Motion was made by Council Member Bounds, seconded by Council Member Guy to approve amendment No. 1 Agreement by and between the City of Picayune and Hartman Engineering, Inc. for additional Design Construction Engineering Services at the City of Picayune Intermodal Transportation Center and Authorize the Mayor to sign the same.

**AMENDMENT NO. 1 TO THE
AGREEMENT TO FURNISH PROFESSIONAL
ENGINEERING SERVICES BY AND BETWEEN
THE CITY OF PICAYUNE, MISSISSIPPI (OWNER) AND
HARTMAN ENGINEERING, INC. (ENGINEER)**

This is an AMENDMENT NO. 1 to the AGREEMENT made on April 17, 2007 between the City of Picayune, MS (OWNER) and Hartman Engineering, Inc. (ENGINEER). As provided in this Agreement, ENGINEER will provide professional services relative to the City of Picayune's construction of the Intermodal Transportation Center Project funded in part by the Federal Transit Administration (FTA).

As provided in this Agreement, ENGINEER will provide professional services for the following project (the "Project"):

SECTION 1. THE PROJECT:

The OWNER hereby contracts with the ENGINEER to perform all necessary professional services during the construction phase in connection with the Project defined as follows:

City of Picayune - Intermodal Transportation Center

This City has procured plans and specifications prepared by other design professionals. The City has subsequently advertised and received bids from licensed contractors for this project. A contract has been awarded and the project is now entering the construction phase.

SECTION 2. BASIC SERVICES:

The ENGINEER shall provide engineering basic services required to complete the construction of the project including necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project conferences and public hearings.

A. **CONSTRUCTION PHASE:**

1. Provide a competent Project Engineer and such assistants as may be required to administer the construction contract and to observe and review the materials and construction progress at the site of the work as it advances. This shall include periodic job visits as are necessary.
2. The ENGINEER is not responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs in

connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the ENGINEER.

3. Coordinate with owners of utilities for relocation of their facilities to clear the site for construction.
4. Require and review tests of materials necessary for the project.
5. Determine contract pay quantities, including necessary materials checking.
6. Verify and approve contractor's pay estimates and submit same to OWNER.
7. Prepare progress reports for the OWNER when requested.
8. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the contract documents.
9. Perform final inspection and make a recommendation for acceptance.
10. Verify and approve Testing Laboratory pay estimates and submit same to OWNER.
11. Prepare documentation required for construction change orders.
12. Attend Council meetings and other meetings as necessary to discuss issues associated with the project.
13. Periodic 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.

B. RECORD DRAWINGS:

1. The ENGINEER shall furnish reproducible tracings of "RECORD" drawings, based on information provided by the contractor, on drafting media as specified by the OWNER and on computer media acceptable to the OWNER in either AutoCAD, GDS, or DXF format.

SECTION 3. DOCUMENTS:

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.

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 tests, 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 Surveys and Property Surveys.
- J. Preparation of Environmental Assessment documents and/or Environmental Permits.
- K. Preparation of operation and maintenance manuals for facilities.

As per Item D above, the ENGINEER at the request of the OWNER will perform the following additional design services:

1. Due to modifying the original design of the building from a two-story structure to a one-story structure, the ENGINEER added significant design work. This included a structural analysis of the building.
2. The OWNER has been required to install a paved ramp along the railroad for passengers boarding and exiting the trains. The ENGINEER will design the ramp in accordance with the railroad requirements.

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, which must include the scope of work and a maximum fee that can be charged.

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 Director of Community Development through the OWNER shall notify the ENGINEER in writing to undertake the services stated in SECTION 2, and the Engineer shall commence the services within ten calendar (10) days after receipt of such notification.

The Director of Community Development through the OWNER shall notify the ENGINEER in writing to undertake the supplementary services stated in SECTION 4, and the Engineer shall commence the supplementary services within ten calendar (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:

1. **For the Construction Phase in SECTION 2, the Engineer will be paid for the construction administration and periodic resident inspection based on an hourly rate with a Not-to-Exceed Limit of \$40,312.**
2. **For the additional design work associated with converting the building to a one-story structure, the ENGINEER will be paid a lump sum of \$10,00.00.**
3. **For the additional design work associated with construction of a paved ramp along the railroad, the ENGINEER will be paid a lump sum of \$6,00.00.**

The construction administration and periodic resident inspection provided by the ENGINEER is based upon a construction time of 180 calendar days.

SECTION 9. FUNDS:

Payment to the ENGINEER under this contract shall be contingent upon the availability of funds as identified in the Council resolution authorizing the contract terms.

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. At the completion of the Preliminary Phase if the OWNER and the ENGINEER do not mutually agree on the construction budget limitation.
5. In the event of the abandonment of the project by the OWNER.
6. In the event ENGINEER does not maintain a valid Mississippi Engineering License.
7. Upon thirty (30) day written notice by OWNER to ENGINEER.

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 unless extended otherwise.

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 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 Insurance 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 the 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.

Except as this agreement other wise provides, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

The ENGINEER shall indemnify and hold harmless the OWNER and FTA against any and all claims, demands, suits, costs, liabilities or judgments 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 and FTA 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 the Supplementary Conditions, the Specifications, Addenda, Written Amendments, Change Orders, or in any other manner, the ENGINEER shall indemnify and hold harmless the OWNER and FTA 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 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.

The ENGINEER shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1358), Executive Order 11738, and the special conditions included as Attachment B.

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.

WITNESSES

THE CITY OF PICAYUNE
STATE OF MISSISSIPPI

BY _____
Mr. Greg Mitchell, Mayor

Date: _____

HARTMAN ENGINEERING, INC.

WITNESSES

BY _____
Manish Mardia, P.E., Senior Vice-President

Date: _____

ATTACHMENT A

**City of Picayune
Hourly Billing Rates
Hartman Engineering, Inc.**

<u>Job Classification</u>	<u>Maximum Hourly Rate</u>
Project Management	\$110.00
Project Engineering	\$ 99.00
Engineering Intern	\$ 70.00
Civil Technician	\$ 54.00
Cadd Technician	\$ 54.00
Inspector	\$ 54.00
Clerical	\$ 46.00
Mileage	\$0.405/mile

ATTACHMENT B

SPECIAL CONDITIONS

1. No Federal Government Obligations to Third Parties. In connection with performance of the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.
2. False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that:
 - (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government concerning the Project, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.
 - (2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.
3. Access to Third Party Contract Records. The Recipient agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g). The Recipient further agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide sufficient access

to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA.

4. Federal Changes

- (1) Federal Laws, Regulations, and Directives. The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Recipient may incur a violation of the terms of its Grant Agreement or Cooperative Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designed, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient and each third party contract implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA.

5. Civil Rights.

The Recipient agrees to comply with all applicable civil rights laws and implementing

regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable implementing Federal directives that may be issued.
- c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees as follows:

- (a) The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (b) If the Recipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a

violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Recipient's eligibility to obtain future Federal assistance for transportation Projects.

- (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each third party contractor at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by DBEs in the Project and assures that each third party contractor at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:
- (1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
 - (2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant

Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

- e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.
- f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and with implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.
- g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.
- i. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.
- j. Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except

to the extent that the Federal Government determines otherwise in writing.

- k. Other Nondiscrimination Laws. The Recipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Federal Government determines otherwise in writing.

6. Right of the Federal Government to Terminate.

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. Any failure to make reasonable progress on the Project or violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

- 7. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by DBEs in the Project and assures that each third party contractor at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

- (1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.
- (2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from

U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

8. Federal Standards. The Recipient agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. § 18.36 or at 49 C.F.R. §§ 19.40 through 19.48 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions. The Recipient also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Recipient understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed.
9. Debarment and Suspension. The Recipient agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. The Recipient agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST FROM PICAYUNE POLICE DEPARTMENT TO PURCHASE A 2008 HARLEY DAVIDSON MOTORCYCLE FROM SPECIAL POLICE DRUG FUND

**FOR THE TRAFFIC DIVISION AT NO COST TO THE CITY OR THE TAXPAYERS OF
THE CITY OF PICAYUNE**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request from Picayune Police Department to purchase a 2008 Harley Davidson Motorcycle from Special Police Drug Fund for the Traffic Division at no cost to the City or the Taxpayers of the City of Picayune.

10/18/2007 12:51

6013728171

HARLEY DAVIDSON

PAGE 01

**HARLEY-DAVIDSON OF CENTRAL MS
D/B/A
HARLEY-DAVIDSON OF JACKSON
3609 I-55 SOUTH
JACKSON, MS 39212
PHONE 601-372-5770 FAX 601-372-8171**

TO: MAJOR RICKY FRIERSON

OCTOBER 18, 2007

PRICE QUOTE FOR A 2008 HARLEY-DAVIDSON FLHP PAINTED
BIRCH WHITE W/ BLACK SADDLEBAGS W/ ABS -WOULD BE \$14695.00.

THANKS,

HOMER ORR



MIKE BRUNO'S NORTHSHORE HARLEY-DAVIDSON
791 WEST I-10 SERVICE ROAD • SLIDE, LA 70458-8079
(985) 641-5100 • FAX (985) 641-7584
www.northshoreharley.com



PICAYUNE P.D.
OFFICIAL BID/PROPOSAL

2008 H-D
MODEL: FLHP
OPTIONS: ABS W/ NO SEC
COLOR: WHITE W/BLACK SADDLEBAGS

PRICE: **\$15,538** + TAX, TITLE, AND LIC.

+ **20% OVER COST** ON PARTS AND ACCESSORIES.
AND LABOR COSTS AT PUBLISHED PRICE

PRICE INCLUDES: DEALER FREIGHT AND PREP

SALES • PARTS • SERVICE • GENUINE MOTORCLOTHES

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST FROM PICAYUNE POLICE DEPARTMENT TO SUBMIT AN APPLICATION FOR FY2007 STATE LAW ENFORCEMENT HOMELAND SECURITY GRANT

Motion was made by Council Member Parker, seconded by Council Member Bounds to approve request from Picayune Police Department to submit an application for FY2007 State Law Enforcement Homeland Security Grant.



STATE OF MISSISSIPPI
HALEY BARBOUR, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
GEORGE PHILLIPS, COMMISSIONER

October 8, 2007

RE: FY 2007 Law Enforcement Terrorism Prevention Program Grant Funding

Dear Prospective State Homeland Security Grant Recipient:

This is to inform you that grant funds are being made available to small town law enforcement agencies from the Mississippi Office of Homeland Security. If you wish to apply for the FY 2007 grant funds then you will need to **submit a Proposal/Scope of Work and Budget Detailed Work Sheet** to our office. The FY 2007 grants will be awarded on the review of need. All grant proposals **must** be in line with the Mississippi Office of Homeland Security strategy which can be found on-line at www.homelandsecurity.ms.gov. The deadline for the submission of proposals is November 9, 2007. **No late submissions will be accepted.**

If you have any questions, please contact Penny Corn at 601-346-1499.

Sincerely,


J.W. Ledbetter
Director

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO AUTHORIZE CHIEF KEITH BROWN TO SUBMIT AN APPLICATION FOR FY2007 HOMELAND SECURITY GRANT FOR THE FIRE DEPARTMENT

Motion was made by Council Member Parker, seconded by Council Member Bounds to approve request to authorize Chief Keith Brown to submit an application for FY2007 Homeland Security Grant for the Fire Department.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO INCLUDE LETTER FROM JEFF HENSICK OF 407 WOODGLEN COVE AS PART OF THE MINUTES

Motion was made by Council Member Guy, seconded by Council Member Turnage to include the attached letter from Jeff Hensick of 407 Woodglen Cove as part of the minutes.

Dear Sir,

I thank you so very much for your kindness to me.

I pray God bless you & yours in a very special way. And I pray He keeps your cause in good order. You were wonderful.

I regret I do not remember your name and I probably will not recognize you again — I was a bit overwhelmed when we met.

I thank you! I thank you!

With love & much
gratitude

MaryBee" Legnell,

Jeffrey Hensick 407 Woodglen Cove

Marilyn Weston 409 Woodglen Cove
a plan would be to clean the ditch
out more than 1 time every two years -
We have a DRAINAGE PROBLEM THAT MUST BE
TACKLED -

Mary D. Vignelli - 411 Woodglen Cv.

Jamer Pearson 406 Woodglen, Cove ^{60'} 397-1522

"Please help us with this problem.

Yvonne M. Vickers 405 Woodglen Cove ^{60'} 798-6300

Sandra Barnes
410 Woodglen Cove

Daniel + Martha Bullock
413 Woodglen Cove

Kim Randazzo + Sony Randazzo
316 S. Steele Ave.

Peter & Teddie Brackett
314 S. Steele Ave

Kathy & Gary Williams
408 Woodglen Cove

Allen & Zolasha Treadaway
309 S. Steele Ave.

GINN LEE
307 South Steele Avenue

Rachel & Eric Bennett
305 S. Steele Ave

Janice & Michael
416 Woodglen Cove

Raymond Gaezer
419 Woodglen Cove

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

COUNCIL MEMBER PARKER STEP OUT OF THE MEETING AT THIS TIME

COUNCIL MEMBER PARKER BACK IN THE MEETING AT THIS TIME

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

Motion was made by Council Member Guy, seconded by Council Member Turnage to return to regular session.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Guy, seconded by Council Member Turnage to enter executive session to discuss the following:

A. Personnel matter

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PERSONNEL MATTER

NO ACTION TAKEN – DISCUSSION ONLY

MOTION TO RECESS

Motion was made by Council Member Turnage seconded by Council Member Parker to recess until Tuesday, November 27, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, November 27, 2007, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Leavern Guy, Jerry Bounds, and City Manager Ed Pinero, Jr. Council Member Anna Turnage was absent.

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

Opening prayer was given by Michael Synder, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

MOTION WAS MADE TO MOVE ITEM TO THE END OF THE AGENDA

Motion was made by Council Member Watkins, seconded by Council Member Guy to move the approval of the minutes dated November 6, 2007 to the end of the agenda.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Turnage, seconded by Council Member Bounds to approve the issuance of the following manual checks:

MANUAL CHECKLIST

**COUNCIL MEETING
November 27, 2007**

PAY TO	EXPENSE	AMOUNT
Island View Casino	Hotel Expense ODP Grant	12830.59
FIA Card Services	Travel expense National League of Cities and MML Conference in New Orleans	5,194.16

Ginger Bennett	Reimburse travel expense for Dept of Public Safety Grant Workshop	211.00
Louise Cockern	Reimburse travel expense for Dept of Public Safety Grant Workshop	211.00
Barbara McGrew	Reimburse travel expense for Dept of Public Safety Grant Workshop	211.00

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Watkins, seconded by Council Member Guy to acknowledge receipt of Monthly Public Records Request Report for the month of October 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Watkins, seconded by Council Member Guy to acknowledge receipt of Monthly Privilege License Report for the month of October 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Guy to Accept Planning Commission Minutes dated October 6, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO CLOSE RESTER STREET AND WILLIAMS AVE TEMPORARILY DURING TOYS FOR TYKES MOTORCYCLE RUN VETERANS CEREMONY AT THE VETERANS MEMORIAL BY THE HISTORIC CITY HALL ON DECEMBER 8, 2008

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to close Rester Street and Williams Ave. temporarily during Toys for Tykes Motorcycle Run Veterans Ceremony at the Veterans Memorial by the Historic City Hall on December 8, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM TONY TRAVER OF TOYS FOR TYKES PERMISSION TO FIRE THE CANNON AT THE TOYS FOR TYKES MOTORCYCLE RUN ON DECEMBER 8, 2007

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request from Tony Traver of Toys For Tykes permission to fire the cannon at the Toys For Tykes Motorcycle Run on December 8, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FROM HABITAT FOR HUMANITY TO HOLD A CAN SHAKE

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request from Habitat For Humanity to hold a can shake on Saturday, December 1, 2007 at the intersection of Highway 43 North and Highway 11 and also at the intersection of Goodyear and Highway 11 for a fundraiser to complete the two homes in the Picayune area.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPOINT MARK THORMAN TO THE AIRPORT COMMISSION TO REPLACE KARL SCOTT

Motion was made by Council Member Guy, seconded by Council Member Watkins approve request to appoint Mark Thorman to the Airport Commission to replace Karl Scott.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT MEMORANDUM OF AGREEMENT FOR CONTINUATION IN MISSISSIPPI MAIN STREET ASSOCIATION'S MAIN STREET-URBAN MAIN STREET-SMALL TOWN PROGRAM 2007/2008 WITH CITY OF PICAYUNE AND PICAYUNE MAIN STREET

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request to accept Memorandum of Agreement for Continuation in Mississippi Main Street Association's Main Street-Urban Main Street-Small Town Program 2007/2008 with City of Picayune and Picayune Main Street.

**MEMORANDUM OF AGREEMENT FOR CONTINUATION IN
MISSISSIPPI MAIN STREET ASSOCIATION'S
MAIN STREET-URBAN MAIN STREET-SMALL TOWN PROGRAM
2007 - 2008**

This agreement is entered into and executed by the Mississippi Main Street Association (hereinafter referred to as the "MMSA") and the City of Picayune and/or sponsoring organization Picayune Mainstreet (hereinafter referred to as "community").

Whereas, this agreement is for the purpose of said community continuing to participate in the Mississippi Main Street Program, and

Whereas, the MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities;

Now, therefore, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to the following:

Section I: Community Agrees To:

1. Continue to employ a project manager who will be responsible for the day-to-day administration of the Main Street Program. In the event the manager's position is vacated during the term of this agreement, the community agrees to fill the position within ninety (90) days, and to send the manager to manager's training as designated by the MMSA as soon as the position has been filled.
2. Expend funds and in-kind services for continuation of the Main Street Program, including but not limited to maintaining a full-time office with the necessary travel and operating budget for the local program. A copy of the community's Main Street Program budget is required.
3. Continue to implement a comprehensive approach to downtown revitalization following the four-point approach methodology recommended by the National Main Street Center and the Mississippi Main Street Program, including development of annual written work plans for the local Main Street Program and the establishment of a strong, broad-based organizational system to include but not be limited to the following committees: organization, which would include nomination and executive, promotion, design, and economic restructuring.
4. Concentrate the Main Street Program activities within the boundaries that are designated by the local program. This may include entryways and approaches to the Main Street district, as well as neighborhoods with housing and commercial strips, as they may affect the Main Street District.

5. Maintain data for monitoring the progress of the Main Street Program, submit progress and statistical reports using formats provided by the MMSA (see sample attached) and provide other information requested by the MMSA on or before the identified deadlines.
6. Authorize the local program manager's participation in Main Street Manager meetings scheduled periodically around the state. The community shall be responsible for the manager's travel costs and expenses associated with these meetings, unless otherwise authorized by the MMSA in writing. If the Program Manager cannot attend, another program representative should attend.
7. Promote and encourage committee and board members attendance at local, state and national training opportunities, as identified by the MMSA.
8. Have at least sixty percent (60%) of persons designated to participate in all the MMSA on-site services committed to attend at least 48 hours before the scheduled event. The MMSA reserves the right to cancel said on-site service if this requirement is not met.
9. Assist in local arrangements during on-site and public relations visits to the community, as requested by the MMSA.
10. Provide the MMSA with three (3) copies of any materials and/or publications relating to the community's Main Street Program.
11. Maintain an active membership in the Mississippi Main Street Association participating at the Main Street Program membership level. Agree to acknowledge being an official Mississippi Main Street city and membership in the MMSA on all printed materials. Be a network member of the National Main Street Center through the National Trust for Historic Preservation.

Section II: MMSA Agrees To:

1. Designate a State Main Street Coordinator to handle all communications with the community, the MMSA, state government agencies and the National Main Street Center, as they relate to the local Main Street Programs and the efforts of downtown revitalization in Mississippi.
2. Conduct a Main Street training session for all program managers, board members, committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.
3. Conduct regional training sessions for new board members, and one on-site training session in

the community for development of goals, objectives and annual work plan. The MMSA will also provide guidelines and other materials designed to assist in the educational process.

4. Conduct quarterly regional meetings and workshops to further develop and refine the skills of the program managers, board members, committee members and local government representatives. National Town Meeting, as well as the Tri-State Downtown Destination Conference, qualifies as "official training".
5. Provide advice, technical assistance and on-site visits to the local program manager and community on a continuing basis, as requested by local program.
6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.
7. Provide a resource library with continuing updates on information available through the resource center at the MMSA, from the National Main Street Center and other sources. These resources will be made available through written and phone requests and by visiting the MMSA website.
8. Provide as part of the resource center audio-visual and published materials relating to downtown revitalization on a loan basis.
9. Conduct a one-day site visit or round table discussion with local Board, Committee Chairs & Manager to evaluate the program's progress for the past year and aid the community in deciding the direction of the program in the upcoming year.

Section III: MMSA And The Community Jointly Agrees That:

1. The term of this agreement shall be for 1 year, beginning October 1, 2007 and ending on September 30, 2008. It may be extended or revised by both parties.
2. Notwithstanding any other provisions of this agreement, if funds anticipated for continued fulfillment, at the agreement are, at any time, not forthcoming or insufficient, either through the failure of the State of Mississippi to appropriate funds for continuation of the contractual agreement with the MMSA, discontinuance or material alteration of the program for which funds were provided, then the MMSA shall have the right to amend or terminate this agreement without penalty by giving the community not less than sixty (60) days written notice.
3. If the community fails to fulfill its obligations under this agreement in a timely and proper manner, or if the community violates any terms of this agreement, the MMSA shall have the right to terminate this agreement and withhold further services by giving the community not less than (60) days written notice.

4. Jointly hold each other harmless for any activities of the other including but not limited to; general liability, automobile liability, worker's compensation, and employer's liability.

WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

BY: [Signature]
MAYOR

DATE: 11-27-07

LOCALITY _____

BY: [Signature]
PRESIDENT/BOARD CHAIRPERSON

DATE: _____

NAME OF SPONSORING ORGANIZATION _____

BY: _____
PRESIDENT, MMSA BOARD OF DIRECTORS

DATE: _____

BY: _____
EXECUTIVE DIRECTOR, MMSA

DATE: _____

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT THE GRANT AGREEMENT FROM THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY DIVISION OF PUBLIC SAFETY PLANNING FOR NHTSA 402 SAFE COMMUNITY GRANT PROJECT IN THE AMOUNT OF \$99,999.77

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve request to accept the Grant Agreement from the Mississippi Department of Public Safety Division of Public Safety Planning for NHTSA 402 Safe Community Grant Project in the amount of \$99,999.77 and authorize the Mayor to sign any and all related documents.



HALEY R. BARBOUR
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

GEORGE PHILLIPS
COMMISSIONER

October 1, 2007

Greg Mitchell, Mayor
City of Picayune
328 South Main Street
Picayune, MS 39466

Project Number: 08-SC-229-1
Entitled: Safe Communities
Effective Date: October 1, 2007
Funding Amount: \$49,999.35

Dear Mayor Mitchell:

We are pleased to notify you of the approval of your NHTSA 402 Safe Community Grant Application, contingent upon the availability of federal funds.

Enclosed is a signed agreement obligating federal funds as outlined above. Your attention is directed to Schedule D of the Project Application (when applicable), which governs your grant. Compliance with these provisions is essential in order that both of us be in conformance with applicable federal statutes, rules, regulations and guidelines.

Please contact your Project Manager, Bobby Earnhart, at 601/987-3783 when you have any questions concerning your project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kim Proctor".

Kim Proctor, Director
Office of Highway Safety
Division of Public Safety Planning

KP:be

3750 I-55 NORTH FRONTAGE ROAD, JACKSON, MS 39211
PHONE: 601-987-4990 FAX: 601-987-4154

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT A HOMELAND SECURITY COOPERATIVE AGREEMENT FOR THE CITY HOMELAND SECURITY PROGRAM FOR FISCAL YEAR 2007 AND FOR LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FOR FISCAL YEAR 2007

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to accept a Homeland Security Cooperative Agreement for the City Homeland Security Program for Fiscal Year 2007 and for Law Enforcement Terrorism Prevention Program for Fiscal Year 2007 and authorize the Mayor to sign the same.

STATE OF MISSISSIPPI
AND
GOVERNOR HALEY R. BARBOUR



HOMELAND SECURITY
COOPERATIVE AGREEMENT

Between

CITY OF PICAYUNE

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Haley Barbour, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Grantee*, and Picayune, Mississippi, hereto referred to as *Subgrantee*.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through the Office for Domestic Preparedness, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Subgrantee to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Scope of Work

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with the Office for Domestic Preparedness Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUB-GRANT AWARD** execution and shall continue through the period of SUB-GRANT AWARD unless terminated by the Department of Public Safety. Future SUB-GRANT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Roles and Responsibilities

A. Local *Sub grantee* General Guidance

1. The local *Subgrantee* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the *Subgrantee's* jurisdiction.
3. The Sub-Grantee shall designate a *Subgrantee* public official as the Subgrantee Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Grantee, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the *Subgrantee* to *Grantee* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Initial Strategy Implementation Plan (ISIP) and the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. Local Law Enforcement Terrorism Prevention Program Guidance

The HSGP through the Law Enforcement Terrorist Prevention Program (LETPP) will provide law enforcement communities with funds to support the following prevention activities: information sharing to pre-empt terrorist attacks; target hardening to reduce vulnerability of selected high value targets; recognition of potential or developing threats; interoperable communications; and intervention of terrorists before they can execute a threat. These funds may be used for planning, organization, training, exercises, and equipment. See Annex B (Law Enforcement Terrorism Prevention Program) for specific guidance, policies, and reporting requirements.

D. Local Citizen Corps Program Guidance

The HSGP through the Citizen Corps Program (CCP) funds will be used to support Citizen Corps Councils with planning, outreach, and management of Citizen Corps programs and activities. The CCP provides the resources necessary for local jurisdictions and local communities to: 1) bring together the appropriate leadership to form and sustain a Citizen Corps Council; 2) develop and implement a plan for the community to engage all citizens in homeland security, community preparedness, and family safety; 3) conduct public education and outreach in order to inform the public about their role in crime prevention, mitigation, emergency preparedness for all hazards, and public health measures, including bioterrorism, and to encourage personal responsibility and action; 4) develop and implement Citizen Corps programs offering training and volunteer opportunities to support first responders, disaster relief groups, and community safety efforts, to include the federal programs: Community Emergency Response Teams (CERT), Medical Reserve Corps(MRC); and 5) coordinate Citizen Corps activities with other DHS funded programs and other federal initiatives. See Annex C (Local Citizen Corps Program) for specific guidance, policies, and reporting requirements.

E. State Grantee

1. The *Grantee* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Subgrantee* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Grantee* administration.

3. The DPS, Office of Homeland Security, is designated the *Grantee* Point-of- Contact (POC) for assisting the *Subgrantee* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

Article V. Funding Consideration

The *Grantee* POC will receive and review *Subgrantee's* application and forward to the DPS Commissioner for approval. After approval the *Grantee* will issue a sub-grant award letter, which authorizes the *Subgrantee* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Subgrantee* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Grantee POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Grantee POC* will review the reimbursement package for completeness and forward to the *Grantee* Office of the Comptroller for payment.

- A. The *Grantee* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Grantee* under this Agreement unless and until the *Grantee* advises the *Subgrantee* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Grantee* to the *Subgrantee* based on the **Mississippi Subgrantee Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal guidelines, and submission for reimbursement made in accordance with DPS administrative procedures.
- E. *Subgrantee's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the grantee POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders. No request for advance of funds will be granted for amounts less than \$2,500.00.

- F. *Subgrantee's* Request for Reimbursement and other required financial reports will be submitted to the *Grantee* with a copy of all receipt(s) or invoices showing that authorized equipment has been paid for in-full by *Subgrantee* and attached to an approved grant application.

Article VI. Maintenance, Replacement costs and Use of Equipment

Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Subgrantees*.

Article VII. Nonperformance

Failure by the *Subgrantee* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Grantee*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with *Grantee* request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article VIII. Administrative Provisions

A. General

The *Grantee* and *Subgrantee* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by the Office for Domestic Preparedness and set forth in other applicable state and federal guides.

B. Reports

- a. Initial Strategy Implementation Plan (ISIP) is a detailed report of the planned activities associated with ODP grant funding. All funds provided must be linked to one or more projects, which in turn must support specific goals or objectives in the State Homeland Security Strategy.
- b. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities noted in the ISIP, and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Subgrantee is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
2. Subgrantee is required to submit with the signed Cooperative Agreement a copy of their most recent financial audit.

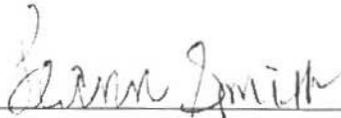
If the subgrantee (organization/jurisdiction) expends \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the subgrantee's (organization/jurisdiction) fiscal year (12-month turnaround reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133.

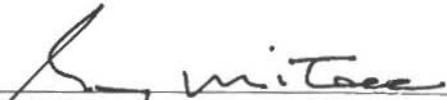
Article IX. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

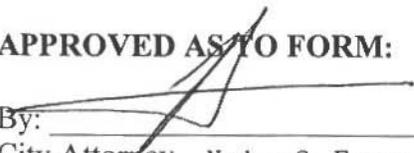
SUBGRANTEE: CITY OF PICAYUNE

ATTEST:

By: 
Clerk Leann Smith

By: 
Title: Mayor Greg H. Mitchell

APPROVED AS TO FORM:

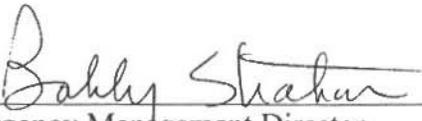
By: 
City Attorney Nathan S. Farmer

Date: 12/04/07

ACKNOWLEDGE:

By: 
Senior Fire Official Keith Brown

By: 
Senior Law Enforcement Official James Luke

By: 
Emergency Management Director
Bobby Strahan

By: PRIVATE
Emergency Medical Services

**GRANTEE: STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY**

By: _____
Commissioner

Date: _____

ANNEX A

FISCAL YEAR 2007

HOMELAND SECURITY GRANT PROGRAM

- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, grantees will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY05 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY05 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of

requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In

this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
- o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only*
Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
 - o Training shall be conducted by instructors certified by a state or national level criminal justice organization
 - o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
 - o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.
- *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:
 - o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
 - o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
 - o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
 - o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
 - o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
 - o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Grantees that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Grantees that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Grantees must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated subgrantee.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **3% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction subgrantees may retain and use up to **2.5% of their subaward** from the state for local M&A purposes. *Note: M&A costs are **not allowed** for either the state or designated recipients for UASI allocations to nonprofit organizations.*

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

**Designation of Subgrantee Grant Administrator (SGA) STATE
HOMELAND SECURITY PROGRAM**

The following person is officially appointed to represent your jurisdiction as the *Subgrantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subgrantee*.

Name: Keith Brown Title: Fire Chief
(Subgrantee Grant Administrator)

Organization Name: Picayune Fire Department

Mailing Address: 2233 Adcox Road

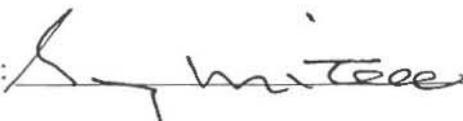
City: Picayune Zip Code 39466

Telephone Number: (601) 798-6513 Fax Number: (601) 749-7006

Cellular Number: (601) 273-1156 Pager Number: (601) 640-0719

Email Address: pfdkbrown@bellsouth.net

Appointed by: Mayor Greg H. Mitchell Date: 12/04/07
(Print Name)

Signature:  Title: Mayor

LOCAL HOMELAND SECURITY PROGRAM

Subgrantee will prepare a narrative statement in the Scope of Work describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at ODP-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2007 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: CITY OF PICAYUNE

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment	FIREFIGHTING BOOTS	6	1200	3-FS 3-HZ	FS-\$600 HZ-\$600
	respirators	6	1200	3-fs 3-hz	Fs-\$600 Hz-\$600
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment	Underwater camera	1	1500	1-fs	Fs-\$1501
	Flashlight	3	405	1-pw 1-ga 1-hz	Pw-\$135 Ga-\$135 Hz-\$135
Interoperable Communication Equipment	Underwater comms	1	2700	1-fs	Fs-\$2700
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of					

Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					
CBRNE Response Watercraft					
CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:	\$7006	FS-8	FS-\$5401		
		HZ-7	HZ-\$1335		
		PW-1	PW-\$135		
		GA-1	GA-\$135		

List of Suggested Abbreviations

- LE - Law Enforcement
- EMS-FB - Emergency Medical Services (Fire Based)
- EMS-NFB - Emergency Medical Services (Non Fire Based)
- EMA - Emergency Management
- FS - Fire Service
- HZ - HAZMAT
- PW - Public Works
- PH - Public Health
- GA - Governmental Administrative
- PSC - Public Safety Communications
- HC - Health Care
- Ag - Agriculture
- CS - Cyber Security

Fiscal Year 2007

Planning Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Planning Total:

Date:

Planning Budget Category	Item	Amount
Personnel <i>(Full, Part-time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2007

Training Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Training Total:

Date:

Training Budget Category	Item	Amount
Personnel <i>(Full, Part-Time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2007

Exercise Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Exercise Total: _____

Date: _____

Exercise Budget Category	Item	Amount
Personnel <i>(Full, Part-Time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2007

Administrative Budget Detail Worksheet

State: Mississippi

Date: _____

Jurisdiction: _____

Administrative Total: _____

Administrative Budget Category	Item	Amount
Personnel <i>(Full, Part-time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

ANNEX B

FISCAL YEAR 2007

**LAW ENFORCEMENT TERRORISM PREVENTION GRANT
PROGRAM**

LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM FISCAL YEAR 2007

TOTAL AWARD: \$ 6,817.00

Authorized Program Expenditures

- 1. Information Sharing to Preempt Terrorist Attacks:** These funds will allow law enforcement communities to purchase equipment and support efficient and expeditious sharing of information and intelligence that could preempt possible terrorist attacks.
- 2. Threat Recognition:** Funds provided under this category will allow law enforcement personnel to purchase equipment and conduct additional training that assists in further recognizing the potential or development of a threat.
- 3. Intervention Activities:** Funds provided under this category will allow law enforcement personnel to purchase equipment and conduct activities to further enhance their capabilities to prevent domestic terrorism incidents.
- 4. Interoperable Communications:** Funds provided under this category will allow law enforcement personnel to purchase equipment to ensure interoperable communications between, and among, law enforcement agencies and other emergency service disciplines such as fire and emergency management.

Allowable Equipment Costs

LETTP funds may be used for specialized equipment acquisition from select equipment categories listed in the FY05 ODP AEL. The FY05 AEL is available in its entirety online through the RKB at <http://www.rkb.mipt.org>. For more information on allowable equipment categories, please refer to *Appendix A: Authorized Program Expenditures*.

Allowable Planning Costs

LETTP funds may be used for a range of law enforcement terrorism prevention planning activities, including the following:

- Development of and planning for information/ intelligence sharing groups
- Conducting point vulnerability analyses and assessments
- Soft target security planning (public gatherings)
- Develop border security operations plans in coordination with CBP
- Developing, implementing and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices

- Acquiring systems allowing connectivity to federal data networks, such as National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Designing and developing state and local geospatial data systems
- Costs associated with the implementation and adoption of NIMS
- Developing related critical infrastructure terrorism prevention activities including:
 - Planning for enhancing security during heightened alerts, during terrorist incidents, and/or during mitigation and recovery
 - Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings
 - Citizen Corps activities in communities surrounding CI sites, to include Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - Evaluating CIP security equipment and/or personnel requirements to protect and secure sites

Allowable Training Costs

LETPP funds may be used for a range of law enforcement terrorism prevention related training activities to enhance the capabilities of state and local personnel, including the following:

- Training courses on building information sharing capacities
- Training that includes methods of target hardening
- Training for facility security personnel
- Training for vessel and port law enforcement security personnel recognition of CBRNE threats
- NIMS training
- Weaponization of CBRNE agents
- History of terrorism and social environments contributing to threats
- Surveillance and counter-surveillance techniques
- Identifying/assessing critical infrastructure assets, vulnerabilities, and threats
- Intelligence analysis
- Cyber security protective measures training
- Multi-cultural training for undercover operations
- Language training
- Joint training with other homeland security entities (U.S. Secret Service, CBP, etc.)
- Training on the use of interoperable communications equipment
- CIP training
- Training associated with the collection, analysis, mapping, integration, and dissemination of geospatial data and imagery
- Geospatial database use, design, development, and management training
- Agricultural/food security related training
- Training for citizens in terrorism awareness and for volunteer participation to support law enforcement activities

Multiple level training should be focused on a regional model. Grantees using these funds to develop their own courses should address the critical training areas and gaps identified in the State's Homeland Security Strategy and must adhere to the *ODP Emergency Responder Guidelines* and *ODP Homeland Security Guidelines on Prevention and Deterrence*. These guidelines may be found at http://www.ojp.usdoj.gov/odp/whatsnew/whats_new.htm.

Allowable Exercises Costs

LETTP funds may be used to design, develop, conduct, and evaluate terrorism prevention related exercises, including the following:

- Exercises to evaluate the effectiveness of information sharing plans, policies, procedures and protocols
- Exercises to evaluate NIMS implementation
- Exercises to evaluate facility and/or vessel security protection
- Exercises to evaluate area maritime security protection
- Exercises to evaluate threat recognition capabilities
- Exercises to evaluate cyber security capabilities
- Exercises to evaluate agricultural/food security capabilities
- Exercises to evaluate prevention readiness and techniques
- "Red Team" (force on force) exercises
- Interoperable communications exercise
- Critical infrastructure vulnerability, protection, and/or attack exercises

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated subgrantee.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **3% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction subgrantees may retain and use up to **2.5% of their subaward** from the state for local M&A purposes. *Note: M&A costs are not allowed for either the state or designated recipients for UASI allocations to nonprofit organizations.*

Allowable Operational Activities

In support of FY05 LETPP efforts to provide law enforcement communities with enhanced capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, states and local governments may use FY05 LETPP funds to support select operational activities. No more than **25%** of the gross amount of the LETPP award may be used for the operational expenses and

overtime costs for the organizational activities noted below, which includes the operational costs in *Operational Costs Guidance* on page 25. These funds may be used for the following three (3) operational activities:

1. Grantees and subgrantees may use LETPP funds for select operational expenses associated with increased security measures at critical infrastructure sites, incurred during time **periods of DHS-declared Orange Alert**. Funds may only be used in the following authorized categories:

- o Backfill and overtime expenses for staffing state or local EOCs
- o Hiring of contracted security for critical infrastructure sites
- o Public safety overtime
- o National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package
- o Increased border security activities in coordination with CBP. Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package.

2. Overtime costs are also allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security. This includes activities such as anti-terrorism task forces, JTTF, Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), and TEW groups.

3. Hiring of contractors/consultants for participation in information/intelligence sharing groups or intelligence fusion center.

Funding may not be used to supplant ongoing, routine public safety activities of state and local law enforcement, and may not be used to hire staff for operational activities or backfill.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M & A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the LETPP Program; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Subgrantee Grant Administrator (SGA) LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM

The following person is officially appointed to represent the your jurisdiction as the *Subgrantee* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Subgrantee*.

Name: RICKY FRIERSON Title: MAJOR
(Subgrantee Grant Administrator)

Organization Name: PICAYUNE POLICE DEPARTMENT

Mailing Address: 328 SOUTH MAIN STREET

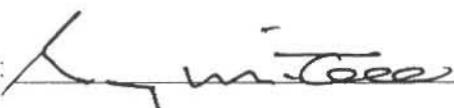
City: PICAYUNE Zip Code 39466

Telephone Number: (601) 798-7411 Fax Number: (601) 798-7412

Cellular Number: (601) 273-1660 Pager Number: () NONE

Email Address: ricky103@bellsouth.net

Appointed by: Mayor GREG MITCHELL Date: 12/04/07
(Print Name)

Signature:  Title: MAYOR, CITY OF PICAYUNE

LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM

Subgrantee will prepare a narrative statement in the Scope of Work describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

The narrative should address how the jurisdiction's law enforcement community would support the following prevention and deterrence activities: information sharing to preempt terrorist attacks; target hardening to reduce vulnerability of selected high value targets; recognition of potential or developing threats; interoperable communications; and intervention of terrorists before they can execute a threat. Also describe how these funds would be used for planning, organization, training, exercises, and equipment.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

LETPP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

List of Suggested Abbreviations

LE - Law Enforcement
EMS-FB - Emergency Medical Services (Fire Based)
EMS-NFB – Emergency Medical Services (Non Fire Based)
EMA - Emergency Management
FS - Fire Service
HZ - HAZMAT
PW - Public Works
PH - Public Health
GA - Governmental Administrative
PSC - Public Safety Communications
HC - Health Care
Ag – Agriculture
CS – Cyber Security

Fiscal Year 2007

Planning Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Planning Total:

Date:

Planning Budget Category	Item	Amount
Personnel <i>(Full, Part-time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2007

Organizational Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Organizational Total:

Organizational Budget Category	Item	Amount
Personnel <i>(Full, Part-time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2007

Training Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Training Total:

Date:

Training Budget Category	Item	Amount
Personnel <i>(Full, Part-Time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2007

Exercise Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Exercise Total:

Date:

Exercise Budget Category	Item	Amount
Personnel <i>(Full, Part-Time)</i>		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2007

Administrative Budget Detail Worksheet

State: Mississippi
Jurisdiction: _____
Administrative Total:

Date:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

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The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT GRANT AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND MISSISSIPPI DEVELOPMENT AUTHORITY FOR AN ECONOMIC DEVELOPMENT GRANT

Motion was made by Council Member Watkins, seconded by Council Member Bounds to approve request to accept Grant Agreement by and between City of Picayune and Mississippi Development Authority for an Economic Development Grant and authorize the Mayor to sign the same.

MISSISSIPPI DEVELOPMENT AUTHORITY SUBGRANT SIGNATURE SHEET 501 North West Street, 6 th Floor (zip: 39201) • Post Office Box 849 (zip: 39205) Jackson, Mississippi					
1. Subgrantee's Name, Address, and Telephone Number City of Picayune Greg Mitchell, Mayor 815 North Beech Street Picayune, Mississippi 39466 601-798-9770	2. Effective Date: November 14, 2007 3. Subgrant Number: R-103-297-01-KED 4. Grant Identifier: (Funding Source & Year): CFDA Number: 14.219 & 14.228 5. Beginning and Ending Dates: November 14, 2007 to November 14, 2010 6. Subgrant Payment Method: <input type="checkbox"/> Cost Reimbursement <input checked="" type="checkbox"/> Current Needs <input type="checkbox"/> Fixed Unit or Performance Based 7. Page 1 of 22				
8. Project Description: Public improvements consisting of an access road, water and sewer services and a rail spur. See statement of work provided in the application for detailed project description.	9. National Objective: <input checked="" type="checkbox"/> Low/Moderate Income <input type="checkbox"/> Slums or Blight <input type="checkbox"/> Urgent Needs 10. The following funds are obligated: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">Federal</td> <td style="text-align: center;">Other</td> </tr> <tr> <td style="text-align: center;">\$ 1,015,349</td> <td style="text-align: center;">\$ 4,362,817</td> </tr> </table>	Federal	Other	\$ 1,015,349	\$ 4,362,817
Federal	Other				
\$ 1,015,349	\$ 4,362,817				
11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement: <input checked="" type="checkbox"/> Budget <input checked="" type="checkbox"/> General Terms and Conditions <input checked="" type="checkbox"/> Special Conditions <input checked="" type="checkbox"/> Financial Management <input checked="" type="checkbox"/> Special Provisions Stipulated by HUD <input checked="" type="checkbox"/> HUD Disaster Community Development Block Grant Assurances All policies, terms, conditions, and provisions of the current notebooks entitled <i>Community Development Block Grant Program</i> , <i>CDBG Implementation Manual</i> , and <i>CDBG Policy Statements</i> are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
12. Approved for Contractor:  11/9/07 <hr/> Signature _____ Date _____ Name: Donna Sanford Title: Director	13. Approved for Subgrantee: <hr/> Signature _____ Date _____ Name: _____ Title: _____				

**Katrina Supplemental CDBG Program
Budget Summary**

Applicant: City of Picayune

Funding Year: 2006

Grant Year:

Contract: #

Description	MDA	IDIS	Other Funding Sources				
Administration			Katrina CDBG	Local Cash	Company	Property Developer	Total
General Administration			\$50,000				\$50,000
Application Prep			\$10,000				\$10,000
Environmental Reports							
Subtotal (A)			\$60,000	\$0.00	\$0.00	\$0.00	\$60,000
Public Facilities			Katrina CDBG	Local Cash	Company	Property Developer	Total
Acquisition / Appraisal			\$1,000				\$1,000
Architectural/Engineering			\$100,000	\$44,978			\$144,978
Bridges							\$ 0.00
Construction of Public Building							\$ 0.00
Contingency			\$31,438				\$31,438
Demolition							\$ 0.00
Drainage & Flood Protection							\$ 0.00
Fire protection							\$ 0.00
Legal			\$2,000				\$2,000
Public Service							\$ 0.00
Rail			\$224,661	\$67,839			\$292,500
Renovation of Public Building							\$ 0.00
Sewage Pumping Station							\$ 0.00
Sewage Treatment							\$ 0.00
Sewer Line(s)			\$35,500				\$ 35,500
Street & Road Improvements			\$524,750				\$524,750
Water Booster Station							\$ 0.00
Water Line(s)			\$36,000				\$ 36,000
Water Tank							\$ 0.00
Water Treatment							\$ 0.00
Water Well							\$ 0.00
Building						\$3,500,000	\$3,500,000
Equipment					\$750,000		\$ 750,000
							\$ 0.00
							\$ 0.00
Subtotal (B)			\$955,349	\$112,817	\$750,000	\$3,500,000	\$5,318,166
Grand Total (A + B)			\$1,015,349	\$112,817	\$750,000	\$3,500,000	\$5,378,166

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE WAIVING PERMIT FEES FOR THE GENERAL CONTRACTOR ONLY FOR THE CONSTRUCTION OF THE T-HANGER AT THE PICAYUNE MUNICIPAL AIRPORT FUNDED BY MDOT MULTI-MODAL FUNDS

Motion was made by Council Member Guy, seconded by Council Member Parker to approve waiving permit fees for the General Contractor only for the construction of the T-Hanger at the Picayune Municipal Airport funded by MDOT Multi-Modal Funds.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR CITY WATER SERVICE

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request for City Water Service for Winston Kellar, 2791 Jackson Landing Road, Picayune, MS 39466

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE RESOLUTION APPROVING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2008 OF THE CITY IN A TOTAL AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS(\$500,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to authorize the Mayor and City Clerk to execute the Resolution approving the employment of professionals in connection with the issuance of General Obligation Bonds, Series 2008 of the City in a total amount not to exceed five hundred thousand dollars (\$500,000) for the purpose of providing funds for purchasing fire0fighting equipment and apparatus, and providing housing for same.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY"), APPROVING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2008 OF THE CITY IN A TOTAL AMOUNT OF NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME.

WHEREAS, the Mayor and City Council of the City of Picayune, Mississippi (the "Governing Body"), acting for and on behalf of the City of Picayune, Mississippi (the "City" or "Issuer"), hereby finds, determines, adjudicates and declares as follows:

1. The Governing Body has determined to provide funds for purchasing fire-fighting equipment and apparatus, and providing housing for same (the "Project").
2. It is necessary and in the public interest to issue not to exceed \$500,000 General Obligation Bonds, Series 2008 (the "Bonds"), of the City to finance the cost of the Project.
3. That in order to prepare the necessary resolutions and documents for the sale and issuance of the Bonds it is in the best interest of the City to authorize the law firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, as Bond Counsel, Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, and Nathan S. Farmer, P.A., Picayune, Mississippi, as Issuer's Counsel, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of such Bonds at a subsequent date subject to the approval of the Governing Body of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body of the City does hereby declare its intention to issue not to exceed \$500,000 General Obligation Bonds, Series 2008 (the "Bonds"), of the City to provide funds for the Project.

SECTION 2. The Governing Body herein employs the law firm of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Jackson, Mississippi, as Bond Counsel, Government Consultants, Inc., Jackson, Mississippi, as Financial Advisor, and Nathan S. Farmer, P.A., Picayune, Mississippi, as Issuer's Counsel, in connection with the sale and issuance of the Bonds, and authorizes them to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Bonds subject to the approval of the Governing Body of the City.

The above and foregoing resolution having been first reduced to writing was considered section by section and then as a whole, having been introduced by Councilperson Watkins, was duly seconded for adoption by Councilperson Parke, and upon a vote being called, received the following vote:

Mayor Greg Mitchell
Council Member Donald L. Parker
Council Member Leavern Guy
Council Member Larry Watkins
Council Member Anna Bales-Turnage
Council Member Jerry Bounds

Voted: yea
Voted: yea
Voted: yea
Voted: yea
Voted: Absent
Voted: yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the _____ day of November, 2007.


MAYOR
CITY OF PICAYUNE, MISSISSIPPI

ATTEST:

CITY CLERK
CITY OF PICAYUNE, MISSISSIPPI

(SEAL)

Jackson 2493563v.1

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE RESOLUTION DECLARING THE INTENTION OF THE CITY TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2008 IN A TOTAL AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND (\$500,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR PURCHASING FIRE FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve request to authorize the Mayor and City Clerk to execute the Resolution

declaring the intention of the City to issue General Obligation Bonds, Series 2008 in a total amount not to exceed five hundred thousand (\$500,000) for the purpose of providing funds for purchasing fire fighting equipment and apparatus, and providing housing for same and directing publication of notice of such intention. General Obligation Bonds, Series 2008 debt to be paid primarily from Municipal Fire Rebate funds.

RESOLUTION OF THE CITY OF PICAYUNE, MISSISSIPPI (THE "CITY"), DECLARING THE INTENTION OF THE CITY TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2008 IN A TOTAL AMOUNT OF NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000) FOR THE PURPOSE OF PROVIDING FUNDS FOR PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION.

WHEREAS, the Mayor and City Council of the City of Picayune, Mississippi (the "Governing Body"), acting for and on behalf of the City of Picayune, Mississippi (the "City"), hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Act"), to issue bonds hereinafter proposed to be issued for the purposes and the amounts set forth in paragraph 2 of this preamble.

2. It is necessary and in the public interest to issue General Obligation Bonds, Series 2008, of the City in the principal amount of not to exceed Five Hundred Thousand Dollars (\$500,000) (the "Bonds") for the purpose of providing funds for purchasing fire-fighting equipment and apparatus, and providing housing for same (the "Project").

3. The assessed value of all taxable property within the City, according to the last completed assessment for taxation, is Seventy One Million Six Hundred Eleven Thousand Eight Hundred Ninety Seven Dollars (\$71,611,897); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of Three Million Eight Hundred Ten Thousand Three Hundred Sixty Five Dollars (\$3,810,365), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Three Million Eight Hundred Ten Thousand Three Hundred Sixty Five Dollars (\$3,810,365); the issuance of the Bonds hereinafter proposed to be issued pursuant to the Act, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

4. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:

SECTION 1. That the Governing Body of the City does hereby declare its intention to issue General Obligation Bonds, Series 2008, of the City in a total amount of not to exceed Five Hundred Thousand Dollars (\$500,000) to raise money for the Project. The Bonds may be issued in one or more series and will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution.

SECTION 2. The Governing Body proposes to direct the issuance of the Bonds in the amounts, for the purposes and secured as aforesaid at a meeting place of the Governing Body at its meeting place in the City of Picayune, Mississippi at the hour of 6:00 o'clock p.m. on 1/15, 2008.

SECTION 3. If on or before 6:00 o'clock p.m. on 1/15, 2008, ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the Clerk of the City of Picayune, Mississippi, against the issuance of the Bonds pursuant to the Act, then Bonds for such purpose or purposes shall not be issued unless authorized at an election on the question of the issuance of such Bonds to be called and held as provided by law. If no protest be filed on or before 6:00 o'clock p.m. on 1/15, 2008, against the issuance of Bonds, then the Bonds may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date specified in Section 2 hereof.

SECTION 4. This resolution shall be published once a week for at least three consecutive weeks in *Picayune Item*, a newspaper published in and having a general circulation in the City of Picayune, Mississippi, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the dated fixed herein for the issuance of the Bonds, and the last publication shall be made no more than seven (7) days prior to such date.

SECTION 5. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Governing Body on the day and hour hereinabove specified.

SECTION 6. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds, which it intends to reimburse with the proceeds of the Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds in anticipation of the issuance of the Bonds is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The

maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 7. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

The above and foregoing resolution having been first reduced to writing was considered section by section and then as a whole, having been introduced by Councilperson Watkins, was duly seconded for adoption by Councilperson Guy, and upon a vote being called, received the following vote:

Mayor Greg Mitchell	Voted: <u>yea</u>
Council Member Donald L. Parker	Voted: <u>yea</u>
Council Member Leavern Guy	Voted: <u>yea</u>
Council Member Larry Watkins	Voted: <u>yea</u>
Council Member Anna Bales-Turnage	Voted: <u>Absent</u>
Council Member Jerry Bounds	Voted: <u>yea</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the ____ of November, 2007.



 MAYOR
 CITY OF PICAYUNE, MISSISSIPPI

ATTEST:


 CITY CLERK
 CITY OF PICAYUNE, MISSISSIPPI

(SEAL)

PUBLISH: 12/21 + 28 + 1/4, 2008

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE BUDGET AMENDMENT #1

Motion was made by Council Member Watkins, seconded by Council Member Bounds to approve Budget Amendment #1.

CITY OF PICAYUNE PROPOSED BUDGET FOR THE YEAR ENDING 9/30/2008	FUND 003	
<u>SPECIAL POLICE DRUG FUND</u>		
	PROPOSED BUDGET 2008	<u>BUDGET</u> AMENDMENT #1 2008
<u>RECEIPTS:</u>		
RESTITUTION FOR DRUGS	0	0
FORFEITURES & SEIZURES	0	0
SALE OF EQUIPMENT	0	0
INTEREST	0	0
BEGINNING CASH & INVESTMENTS	15,891	101,481
TOTAL FROM ALL SOURCES	15,891	101,481
<u>DISBURSEMENTS:</u>		
SUPPLIES	0	6,000
OTHER SERVICES	0	3,500
CAPITAL OUTLAY	0	45,000
TOTAL	0	54,500
ENDING CASH	15,891	46,981
TOTAL DISBURSEMENTS & ENDING BALANCE	15,891	101,481

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT ON CD FOR THE MONTH OF OCTOBER

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve request to acknowledge receipt of Monthly Budget Report on CD for the month of October.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM COREY SMITH FOR PRELIMINARY AND FINAL SUBDIVISION PLAT TO RE-SUBDIVIDE (3) LOTS INTO (2) LARGER LOTS LOCATED AT 398 BAY STREET, PICAYUNE, MS

Motion was made by Council Member Bounds, seconded by Council Member Guy to accept Planning Commission recommendation and Resolution to approve request from Corey Smith for Preliminary and Final Subdivision Plat to re-subdivide (3) lots into (2) larger lots located at 398 Bay Street, Picayune, MS and authorize the Mayor to sign the same.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is described as follows, to-wit: Section 15, Township 6 South, Range 17 West, Pearl River County, MS containing 21,000 Sq. ft

5.

The subdivision under consideration is:
 Proposed Preliminary Development Plat (Applicant Name: Corey Smith) (Parcel 6175150020600300)
Or
 Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex.

Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

- 1. _____
- 2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 13th day of November, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:					x
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Martha Ford:	x				
Terrell Jopes:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 13th day of November, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM TED MUSGROVE FOR PRELIMINARY AND FINAL SUBDIVISION PLAT TO SEPARATE (1) PARCEL INTO (2) PARCELS FOR PROPERTY LOCATED AT 1394 PALESTINE RD, PICAYUNE, MS

Motion was made by Council Member Guy, seconded by Council Member Parker to accept Planning Commission Recommendation and Resolution to approve request from Ted Musgrove for Preliminary and Final Subdivision Plat to separate (1) parcel into (2) parcels for property located at 1394 Palestine Rd., Picayune, MS. and authorize the Mayor to sign the same.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would,

after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is

described as follows, to-wit: SW ¼ of the NW ¼ of

Section 15, Township 6 South, Range 17 West, Pearl River County, MS containing 0.68 acres more or less

5.

The subdivision under consideration is:

Proposed Preliminary Development Plat (Applicant Name: Ted Musgrove) (Parcel 6175150020402900)

Or

Existing Subdivision (Name: _____)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex. Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

1. _____

2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 13th day of November, A.D., 2007.

Voting: Yea Nay Abstain Not Voting Not Present

Melvin Hicks: x

Martha Sheppard: x

Patricia Barnett: x

Dennis Collier:		x
Luddia Williams:	x	
Stephen Gordon:	x	
Willie Eubanks:	x	
Martha Ford:	x	
Terrell Jopes:	x	

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 13th day of November, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME COUNCIL MEMBER LEAVERN GUY RECUSED HIMSELF FROM THE MEETING

MOTION TO TABLE REQUEST FROM LEAVERN GUY FOR PRELIMINARY AND FINAL SUBDIVISION PLAT TO RE-SUBDIVIDE (3) PARCELS AND REQUESTING A VARIANCE TO ALLOW 50 FT LOTS WIDTH UNTIL THE DECEMBER 4, 2007 MEETING

Motion was made by Council Member Watkins, seconded by Council Member Parker to table request from Leavern Guy for Preliminary and Final Subdivision Plat to re-subdivide (3) parcels and requesting a variance to allow 50 ft. lots width until the December 4, 2007 meeting.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

COUNCIL MEMBER LEAVERN GUY RETURNED BACK TO THE MEETING AT THIS TIME.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM BEAU JARDIN DEVELOPMENT FOR PRELIMINARY AND FINAL SUBDIVISION PLAT FOR BEAU JARDIN PHASE I FOR PROPERTY LOCATED OFF OF HWY 11 N

Motion was made by Council Member Bounds, seconded by Council Member Watkins to accept Planning commission Recommendation and Resolution to approve request from Beau Jardin Development for Preliminary and Final Subdivision Plat for Beau Jardin Phase I for property located off of Hwy 11 N and authorize the Mayor to sign the same.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is described as follows, to-wit: SW ¼ of the SW ¼ of Section 36, Township 5 South, Range 17 West, Pearl River County, MS containing 33.4688 acres more or less

5.

The subdivision under consideration is:

 x Proposed Preliminary Development Plat (Applicant Name: Beau Jardin Development) (Parcel 5177360000001600)

Or

 Existing Subdivision (Name: Beau Jardin)

6.

The following action regarding the proposed and/or existing subdivision named above is as follows, to-wit: (Describe the proposed action, ex. Acceptance of Preliminary Plat, & Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

1. _____

2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 13th day of November, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:	x				
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Terrell Jopes:	x				
Martha Ford:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 13th day of November, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Turnage, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO TABLE REQUEST FROM PEARL RIVER COUNTY UNTIL THE DECEMBER 18, 2007 MEETING

Motion was made by Council Member Bounds, seconded by Council Member Parker to table request from Pearl River County for parking variance for 118 parking spaces, a difference of 15 spaces, from the 103 existing parking until the December 18, 2007 meeting.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FOR CONDITIONAL USE REQUEST FROM MICHAEL SYNDER TO USE A NEWLY PURCHASED HOUSE FOR AN OFFICE BUILDING FOR ST. CHARLES CATHOLIC CHURCH

Motion was made by Council Member Guy, seconded by Council Member Watkins to accept Planning Commission Recommendation and Resolution to approve request for Conditional Use request from Michael Synder to use a newly purchased house for an office building for St. Charles Catholic Church.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF

CONDITIONAL USE REQUEST

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business under a Conditional Use for real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such Conditional Use as set forth above.

4.

The real property under the Conditional Use Request consideration is described as follows, to-wit: 1020 Fifth Ave

5.

The request under consideration is:

X Conditional Use (Applicant Name: Rev. Micheal Synder)

6.

The following action regarding the proposed and/or existing Conditional Use Request above is as follows, to-wit:

Conitonal use to use A newly purchase house for an office building for St. Charles Catholic Church

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

_____ Approve the above action without Comments/Conditions.

X Approve the above action with the following Comments/Conditions.

1. This Conditional Use Approval is only for the applicant who submitted this application. If the applicant chooses at a later time to sell this property the Conditional Use Request will be **VOID**

1. ____ Disapprove the above action without Comments.
2. ____ Disapprove the above action with Comments.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 13th day of November, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:	x				
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Martha Ford:	x				
Terrell Jopes:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 13th day of November, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM COOPER COMPANY FOR PRELIMINARY AND FINAL SUBDIVISION PLAT FOR WOODS SUBDIVISION PHASE IX FOR PROPERTY LOCATED OFF OF COOPER RD, PICAYUNE, MS

Motion was made by Council Member Bounds, seconded by Council Member Guy to accept Planning Commission Recommendation and Resolution to approve request from cooper company for Preliminary and Final Subdivision Plat for Woods Subdivision Phase IX for property located off of Cooper Rd, Picayune, MS. and authorize the Mayor to sign the same.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF ACTION REGARDING SUBDIVISION PLAT

NOW COMES, the City of Picayune Planning Commission and would,

after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to the regulation of proposed and existing subdivision of real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such subdivisions as set forth above.

4.

The subdivision of real property that is under consideration is

described as follows, to-wit: SE ¼ of the NE ¼ of

Section 1, Township 6 South, Range 17 West, Pearl River County, MS containing 8.77 acres more or less

5.

The subdivision under consideration is:

Proposed Final Development Plat (Applicant Name: Cooper Company)

Or

Existing Subdivision (Name: Woods Subdivision Phase IX)

6.

The following action regarding the proposed and/or existing

subdivision named above is as follows, to-wit: (Describe the proposed action, ex.

Acceptance of Final Plat Approval,

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

2. _____

2. _____

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 13th day of November, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:	x				
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Terrell Jopes:	x				
Martha Ford:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 13th day of November, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO REMOVE THE FOLLOWING PROPERTIES THAT HAVE BEEN CLEANED OFF THE PUBLIC HEARING LIST

Motion was made by Council Member Guy, seconded by Council Member Watkins to remove the following properties that have been cleaned off the Public Hearing List:

600 Rosa Street
Rosa Street Parcel # 617-515-003-04-00301
Rosa Street Parcel # 617-515-003-04-00303
420 South Haugh Ave.
901 3rd Ave.
South Curran Ave. Parcel # 617-614-003-04-013

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO HOLD A PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve request to hold a Public Hearing for property cleanup for the following properties:

1603 Downs Street
Rosa Street Parcel # 617-515-003-04-00305
Rosa Street Parcel # 617-515-003-04-00304

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT DONATION FROM FRED'S IN THE AMOUNT OF \$307.59 FOR FIRE SAFETY SUPPLIES

Motion was made by Council Member Watkins, seconded by Council Member Bounds to accept a donation from Fred's in the amount of \$307.59 for fire Safety Supplies.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Council Member Bounds out of the meeting at this time.

Council Member Bounds back in the meeting at this time.

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RETURN TO REGULAR SESSION

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Guy, seconded by Council Member Watkins to enter executive session to discuss the following:

- A. Pre-Position Debris Contract
- B. Contractual matter with Hartman Engineering
- C. Contractual matter with Neel-Schaffer
- D. Personnel matter

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PRE-POSITION DEBRIS CONTRACT

Motion was made by Council Member Watkins, seconded by Council Member Bounds to approve recommendation by Ranking Committee to accept the Pre-Position Debris Contract with HRL Construction as the Contractor.

RECESSED MEETING NOVEMBER 27, 2007

CONSTRUCTION CONTRACT

This Contract made and entered into this 22nd day of January 2008 by and
Between HRL Contracting, party of the first part, hereinafter called the CONTRACTOR, and
the Mayor and City Council of the City of Picayune, Mississippi, through its governing body
and authorized representative, party of the second part, hereinafter called the OWNER.

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

1. The CONTRACTOR shall, in good and workmanlike manner and at his own cost and expenses, furnish all labor, materials, plans, and equipment necessary to perform the Debris Removal and Disposal Services, for the City of Picayune, Mississippi.
2. It is expressly understood and agreed by the parties hereto that the Table of Contents, Notice to Bidders, Instructions to Bidders, Proposal, Construction Contract, Performance Bond, Payment Bond, General Provisions, Special Conditions, Specifications, and other items attached hereto, the accompanying drawings in explanation of all details and changes which may be furnished to the CONTRACTOR as provided herein, are each and all, by reference hereto, incorporated herein and together with this Construction Contract constitute the Contract.
3. The CONTRACTOR agrees to execute a Performance Bond and a Payment Bond in the form prescribed, in an amount equal to not less than one hundred percent (100%) of the Contract Price, with a surety or sureties satisfactory to the OWNER.
4. The CONTRACTOR shall begin work under this Contract within one (1) calendar day after official notification from the OWNER, and he shall faithfully be ready to execute and fully complete all work related to debris removal as needed by the OWNER until November 30, 2009.
5. The Contract Price set forth under Paragraph 6 below shall represent the total of all sums due the CONTRACTOR for work installed under this Contract. No verbal or written order of the OWNER or ARCHITECT/ENGINEER or any of their employees shall modify or act as a waiver of the Contract Price, and the Contract Price shall not be modified in any fashion except by execution by the parties hereto of a Contract Amendment recommended by the Architect/Engineer, approved by the OWNER, and prepared in a form acceptable to the OWNER. The execution of an approved Contract Amendment by the parties hereto shall automatically modify the Contract Price in accordance with such executed Contract Amendment, after which the amended Contract Price shall govern until further amended by additional Contract Amendment(s).

In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the OWNER, the OWNER shall pay and the CONTRACTOR shall receive the lump sums and/or unit prices stipulated in the Contractor's Proposal dated October 12, 2007. The total sum shall be known as the Contract

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

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

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

- a. Withholding of not more than 10 percent of the payment claimed;
- b. When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.
- c. The OWNER may reinstate up to 10 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

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

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

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

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

7. Upon completion by the CONTRACTOR of all work covered by the Contract and prior to final payment to the CONTRACTOR for the work performed, the CONTRACTOR shall deliver to the OWNER in the forms attached hereto:
- a. Releases of all liens and of rights to claim any liens, from all Subcontractors and material suppliers furnishing labor and/or materials for the project; and
 - b. An affidavit by the CONTRACTOR to the effect that payment has been made for all labor used on or for the construction of the project.
8. Neither the inspection of the ARCHITECT/ENGINEER or OWNER or any of their employees, nor any decision, interpretation, order, measurements, or certificate by the ARCHITECT/ENGINEER or OWNER, nor any order by the OWNER for payment of money,

nor any payment for or acceptance of the whole or any part of the work by the ARCHITECT/ENGINEER or OWNER, nor any extension of time, nor any possession taken by the OWNER or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the OWNER, or of any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative; that is, in addition to all other suits, actions, or legal proceedings, the OWNER shall also be entitled as of rights to writ of injunction against any breach of any of the provisions of the Contract.

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

APPROVED AS TO FORM:

WITNESSES:

Diane L Miller

Rhonda Maden

Hensley R. Lee
Contractor

[Signature]
Signature

president
Title

WITNESSES:

Diane L Miller

Rhonda Maden

CITY OF PICAYUNE
Owner

[Signature]
Signature

Mayor
Title

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

CONTRACTUAL MATTER WITH HARTMAN ENGINEERING

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve Contract with Hartman Engineering for Debris Removal and Disposal Service Project.

**AGREEMENT TO FURNISH PROFESSIONAL
ENGINEERING SERVICES BY AND BETWEEN
THE CITY OF PICAYUNE, MISSISSIPPI (OWNER) AND
HARTMAN ENGINEERING, INC. (ENGINEER)**

This is an AGREEMENT made as of November 27, 2007 between the City of Picayune, MS (OWNER) and Hartman Engineering, Inc. (ENGINEER). As provided in this Agreement, ENGINEER will provide professional services relative to the City of Picayune's Debris Removal and Disposal Services Project.

As provided in this Agreement, ENGINEER will provide professional services for the following project (the "Project"):

SECTION 1. THE PROJECT:

The OWNER hereby contracts with the ENGINEER to perform all necessary professional services during the design and management phase in connection with the Project defined as follows:

City of Picayune - Debris Removal and Disposal Services Project

The ENGINEER will assist the OWNER in developing a Request for Proposals for the project. The ENGINEER will assist the OWNER in receiving and evaluating prospective Contractors' proposals. This contract further authorizes HEI to proceed as the Debris Management Consultant. A contract will be awarded to a debris removal contractor with the work to proceed on an as-needed basis.

SECTION 2. BASIC SERVICES:

The ENGINEER shall provide engineering basic services required to complete the design and management of the project including necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project conferences and public hearings.

A. **DESIGN AND BID PHASE:**

1. Develop a Request for Proposals (RFP) for the OWNER to send to potential contractors. The RFP will detail the project and contain bid items for the anticipated work.
2. The ENGINEER will assist the OWNER in receiving bids and provide a bid tabulation with the contractors proposed costs.
3. The ENGINEER will assist the OWNER in evaluating the proposals.
4. Attend Council meetings and other meetings as necessary to discuss issues

associated with the project.

B. PROJECT MANAGEMENT:

1. The ENGINEER shall act as the OWNER'S *Design Management Consultant*. This will include the development of maps and priority lists to be provided to the Contractor.
2. The ENGINEER shall coordinate a Kickoff meeting with the Contractor.
3. The ENGINEER shall coordinate annual meetings with the Contractor prior to the start of hurricane season.
4. In the case of emergency or natural disaster, the ENGINEER will assist the OWNER and coordinate the Debris Removal both for the immediate "Push" seventy-two hours following the event, and also for the long-term debris removal.

SECTION 3. DOCUMENTS:

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.

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 tests, 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 Surveys and Property Surveys.
- J. Preparation of Environmental Assessment documents and/or Environmental Permits.

K. Preparation of operation and maintenance manuals for facilities.

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 each case, the work is to be initiated only upon receipt of a written work order from the OWNER, which must include the scope of work and a maximum fee that can be charged.

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 Director of Community Development through the OWNER shall notify the ENGINEER in writing to undertake the services stated in SECTION 2, and the Engineer shall commence the services within ten calendar (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 the Design and Bid Phase in SECTION 2, the Engineer will be paid for the development of the Request for Proposals and evaluation of said proposals based on a lump sum basis. The total fee for this phase of the project, including other direct costs, will be \$24,000.

For the Project Management Phase in SECTION 2, the Engineer will be paid for the coordination of the project management based on an hourly rate with a Not-to-Exceed Limit of \$16,000, if there is no event requiring debris removal. If there is an emergency event, the Not-to-Exceed Limit will be amended based on the work required to manage to project.

SECTION 9. FUNDS:

Payment to the ENGINEER under this contract shall be contingent upon the availability of funds as identified in the Council resolution authorizing the contract terms.

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. At the completion of the Preliminary Phase if the OWNER and the ENGINEER do not mutually agree on the construction budget limitation.
5. In the event of the abandonment of the project by the OWNER.
6. In the event ENGINEER does not maintain a valid Mississippi Engineering License.
7. Upon thirty (30) day written notice by OWNER to ENGINEER.

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 unless extended otherwise.

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 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 Insurance 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 the 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.

Except as this agreement other wise provides, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

The ENGINEER shall indemnify and hold harmless the OWNER against any and all claims, demands, suits, costs, liabilities or judgments 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 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 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.

The ENGINEER shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1358), Executive Order 11738, and the special conditions included as Attachment B.

This AGREEMENT represents the entire AGREEMENT between OWNER and ENGINEER.

SECTION 13:

This agreement is executed in 3 originals. IN TESTIMONY WHEREOF, they have executed this AGREEMENT the day and year first above written.

WITNESSES
Richard Mitchell
Diane L. Miller

THE CITY OF PICAYUNE
STATE OF MISSISSIPPI

BY Greg Mitchell
Mr. Greg Mitchell, Mayor

Date: 11/27/07

HARTMAN ENGINEERING, INC.

WITNESSES
Angie W Roberts
Richard Howard

BY Manish Marolia
Manish Marolia, P.E., Senior Vice-President

Date: 11/06/07

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

CONTRACTUAL MATTER WITH NEEL-SCHAFFER

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve Contract Agreement by and between the City of Picayune and Neel-Schaffer Engineering Services for the Memorial Boulevard Improvement Project.

CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES

THIS AGREEMENT is entered into this **9th** day of **November, 2007**, between Neel-Schaffer, Inc., P.O. Box 1487, Hattiesburg, Mississippi 39403 (hereinafter designated as the ENGINEER) and the Local Public Agency (LPA), City of Picayune, 815 North Beech Street, Picayune, Mississippi 39466, County of Pearl River, Mississippi (hereinafter designated as the LPA).

WITNESSETH THAT:

WHEREAS, the LPA desires to engage the ENGINEER to provide construction engineering services in connection with the improvements of paving overlay, drainage improvements, driveways and curb and gutter along Memorial Boulevard, Federal-Aid Project No. STP-9601-00(005)EM/104798-801000 / Pearl River County.

NOW THEREFORE:

IT IS AGREED by and between the ENGINEER and the LPA as follows:

- I. **CONSULTING ENGINEERING SERVICES:** The ENGINEER will furnish consulting services during construction of Federal Aid Project No. STP-9601-00(005)EM/104798-801000, to the LPA of City of Picayune, County of Pearl River, Mississippi, to include the following: construction engineering for the construction contract, which shall be in accordance with the approved plans, specifications and contract documents, all of which are incorporated in and made a part of this AGREEMENT.
- II. **ENGINEERING ADMINISTRATION:** The engineering administration of construction will be the responsibility of the LPA acting through the ENGINEER, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the DEPARTMENT), and of the Federal Highway Administration (FHWA) or their representatives.
- III. **CONSTRUCTION ENGINEERING SERVICES:** Construction engineering services shall consist of all engineering work involved from the contract stage, beginning the date of FHWA concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT, and shall include the following:
 - A. Setting of all stakes to control the work, and resident project representation and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the ENGINEER as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

- B. The ENGINEER shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project diary as the official project record for each project, showing the Contractor's daily operation; and the engineering daily activities by names, function performed and hours worked. He shall maintain records of the ENGINEER'S out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period, and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the LPA, DEPARTMENT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. For work involved in Items (A), (B), and (D) the LPA will pay to the ENGINEER monthly for work done the previous month an amount equal to the ENGINEER'S out-of-pocket cost plus additives for profit and current overhead items (payroll, taxes, insurance, etc.) as provided for in Appendix "A" which is attached hereto and made part of this AGREEMENT. Monthly payments will be made on the basis of Certified Time Records. The maximum amount payable under this agreement shall be \$178,939.06, including a fixed fee of \$16,887.08, beyond which no funds will be authorized for payment without a Supplement-Agreement to this Agreement. Each monthly billing will be reduced by 5%, which shall be retained until final acceptance of the project by MDOT and FHWA.
- D. The duties, responsibilities, and limitations of authority of the resident project representative(s) are listed in Appendix B, which is attached to and made a part of this AGREEMENT.
- E. The responsible engineer employed by the ENGINEER is Jeffrey L. Lee, P.E., Mississippi Registration No. 10746.
- IV. **COVENANT AGAINST CONTINGENT FEES:** The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract price, or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.
- V. **OWNERSHIP OF DOCUMENTS:** All project documents, including tracings, drawings, estimates, specifications, field notes investigations, studies, etc., as instruments of service are to become the property of the LPA. During the performance of the engineering services

herein provided for, the ENGINEER shall be responsible for any loss of or damage to the documents herein enumerated while they are in his/her possession, and any such loss or damage shall be restored at his/her expense.

- VI. **CHANGES IN WORK:** A Supplemental Agreement may be entered into between the LPA and the ENGINEER to increase the maximum amount payable under this contract for additional labor costs and expenses, provided there is a change in scope, character or complexity of the work to be performed. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of the additional work by the ENGINEER for which reimbursement will be requested.
- VII. **DELAYS AND EXTENSIONS:** Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Approval of a delay of the submission must be requested by letter through the DEPARTMENT, giving reasons for the request and the approximate date proposed for submission of that data.
- VIII. **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 LPA 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:
- A. By mutual agreement and consent of the parties hereto.
 - B. By the LPA 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 will be made for circumstances beyond the control of the ENGINEER.
 - C. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
 - D. By the LPA due to the departure for whatever reason of any principal member or members of the ENGINEER firm.
 - E. By satisfactory completion of all services and obligations described herein.
 - F. By the LPA giving thirty (30) days notice to the ENGINEER in writing and paying fees which both parties, the Department and FHWA, agree are due for completed work. If termination is made by the LPA under Condition (F) after work has started, the ENGINEERS will be paid for actual service rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct costs; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work. Upon termination, the ENGINEER shall deliver to the LPA all documents specified in Section V, and the

LPA shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the LPA desire to suspend the work but not definitely terminate the contract, this may be done by thirty (30) days notice in writing to that effect.

- IX. **DISPUTES AND LAW VIOLATIONS:** Prior to the filing of any lawsuit in a court of competent jurisdiction, the LPA and ENGINEER shall mediate any disputes. The results of any mediation shall not be binding upon the LPA without the consent of the governing authorities of the LPA. The results of any mediation shall not be binding upon the ENGINEER without the consent of the ENGINEER. The DEPARTMENT shall review any proposed resolution of any dispute reached through mediation and such mediated resolution shall only become final upon concurrence by the DEPARTMENT. The requirement to mediate prior to the filing of any lawsuit shall not be construed as a waiver of any right in law or equity that the parties to this agreement have to present a dispute to a court of competent jurisdiction for resolution of that dispute. Violations of the law will be referred to the local, state, or federal authority having proper jurisdiction.
- X. **RESPONSIBILITIES FOR CLAIMS AND LIABILITY:** The ENGINEER will indemnify and save harmless the LPA, and the DEPARTMENT, its officers and employees from or occasioned by, any act of or omission of the ENGINEER, his/her employees, agents or servants, resulting in bodily injury, property damage or death of any party.
- In the event of joint or concurrent negligence of Engineer and LPA, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to that total negligence (including that of third parties) which caused the personal injury or property damage.
- XI. **SUBLETTING, ASSIGNMENT OR TRANSFER OF WORK:** The ENGINEER is expressly prohibited from subletting, assigning or transferring any part of these engineering services, other than the testing of materials, to any other person, firm or engineering consultant.
- XII. **FEDERAL PROVISIONS:** See Appendix C, which is hereby made a part of this AGREEMENT.
- XIII. **ENERGY CONSERVATION:** The Engineer warrants that he/she will conduct his/her office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- XIV. **TIME OF PERFORMANCE:** The construction engineering services of the ENGINEER shall start with **date of FHWA concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the ENGINEER are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of

force account work by the LPA and/or contractor's work shall influence the time period for the ENGINEER'S services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it becomes evident to the LPA that the maximum amount payable under Section III (c) will be depleted due to the need for more man-hours of work than estimated, a Supplement Agreement will be processed to provide for reimbursement to the ENGINEER for out-of-pocket expenses including overhead costs as provided for in Appendix A. The need for an adjustment in the fixed fee will be determined and made a part of the Supplemental Agreement if appropriate. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested. The estimated fees in Appendix A are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the ENGINEER, the LPA agrees to pay the ENGINEER for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

XV. **LIMITATION OF ENGINEER'S SERVICES:** It is understood that the Construction Engineering Services and Resident Project Representative furnished by the ENGINEER under this agreement will endeavor to protect the LPA against defects and deficiencies in the work of the contractor but the ENGINEER does not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor, nor the LPA in the case of force account work performed directly by the LPA or their respective employees or by any other person, nor for any public liability for property damage caused through acts of the contractor, subcontractor, the LPA and or their employees or any other person.

XVI. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of ENGINEER or ENGINEER's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

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

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. LPA agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER agrees to notify LPA as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The LPA and the ENGINEER each binds himself, his partners, successors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect of all of covenants this AGREEMENT.

The LPA and ENGINEER hereby agree to full performance of the covenants contained herein and it is understood that the work under this agreement is not eligible for Federal-Aid participation until approved by the DEPARTMENT AND FHWA.

IN WITNESS WHEREOF, they have executed this AGREEMENT the day and year first mentioned.

BY: [Signature]
Authorized LPA Official

Mayor
Title

Michael W. Gray
For the Consultant

ENGINEER MANAGER
Title

RECOMMENDED FOR APPROVAL:

APPROVED:

Chief Engineer, MDOT

Executive Director, MDOT

DATE: _____

DATE: _____

APPROVED: FEDERAL HIGHWAY ADMINISTRATION

BY: _____

DATE: _____

APPENDIX "A"

AGREEMENT FOR ENGINEERING SERVICES
 MEMORIAL BOULEVARD IMPROVEMENTS - PHASE II
 FEDERAL-AID PROJECT NO. STPD-9601-00(005)EM / 104798-801000
 City of Picayune, Pearl River County

ESTIMATED CONSTRUCTION ENGINEERING COSTS

Classification	Basic Hourly Rate *	Total Overhead	Total Hourly Rate	Estimated Number of Hours	Estimated Cost
Project Manager	\$41.00	\$59.91	\$100.91	270	\$27,244.38
Project Engineer	\$25.00	\$36.53	\$61.53	80	\$4,922.20
Technician	\$26.50	\$38.72	\$65.22	40	\$2,608.77
Clerical	\$17.50	\$25.57	\$43.07	120	\$5,168.31
Inspector	\$21.00	\$30.68	\$51.68	1950	\$100,782.05
(Add all others as applicable)					
SUBTOTAL LABOR COST-----					<u>\$140,725.70</u>
Fixed Fee (12%)-----					<u>\$16,887.08</u>
Direct Expense-----					<u>\$0.00</u>
Estimated Travel Mileage of 2,000 miles @ \$0.400/Mile-----					<u>\$800.00</u>
Meals and Lodging-----					<u>\$0.00</u>
Other Expenses (Reproduction, etc.)-----					<u>\$350.00</u>
TOTAL CONSULTANT ENGINEERING COST-----					<u>\$158,762.78</u>
10% Engineering Contingencies-----					<u>\$15,876.28</u>
Commercial Testing Laboratory Expense (Only if Federal-Aid Participating) -----					<u>\$4,300.00</u>
TOTAL CONSTRUCTION ENGINEERING COSTS -----					<u><u>\$178,939.06</u></u>

Notes:

- * Basic hourly rate is direct salary rate. Hourly basic rate does not include any premium or overtime costs nor are premium or overtime costs included in other payroll cost or overhead.
- ** Mileage records: Keep a daily record of miles traveled and places visited to support mileage reimbursements.
 Sustenance Records: Secure receipts for meals and lodging and submit for reimbursement.

APPENDIX B

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

The ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the ENGINEER in inspecting performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the ENGINEER responsible for or guarantee the CONTRACTOR'S performance, nor assume any duty to supervise construction and safety procedures followed by the CONTRACTOR or subcontractors. The duties and responsibilities of the RPR are limited to those of the ENGINEER in the ENGINEER'S agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The RPR is the ENGINEER'S agent at the site, will act as directed by and under the supervision of the ENGINEER, and will confer with the ENGINEER regarding RPR'S actions. The RPR'S dealings in matters pertaining to the on-site work shall in general be with the ENGINEER and CONTRACTOR, keeping the LPA advised as necessary. The RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The RPR shall generally communicate with the LPA with the knowledge of and under the direction of the ENGINEER.

II. Duties and Responsibilities of the RPR:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the ENGINEER concerning acceptability.

B. Conferences and Meetings: Attend meetings with the CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

1. Serve as the ENGINEER'S liaison with the CONTRACTOR, working principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
2. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

- D. Shop Drawings and Samples:
1. Record the date of receipt of Shop Drawings and samples.
 2. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the ENGINEER of availability of samples for examination.
 3. Advise the ENGINEER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the ENGINEER.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
1. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 2. Report to the ENGINEER whenever the RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that the RPR believes should be corrected or rejected for should be uncovered for observation, or requires special testing, inspection or approval.
 3. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 4. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.
- F. Interpretation of Contract Documents:
Report to the ENGINEER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the ENGINEER.
- G. Modifications:
Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with the RPR'S recommendations to the ENGINEER. Transmit to the CONTRACTOR decisions as issued by the ENGINEER.
- H. Records:
1. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the

Contract, ENGINEER'S clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

2. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.
3. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

1. Furnish the ENGINEER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
2. Consult with the ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
3. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the ENGINEER.
4. Report immediately to the ENGINEER and to the LPA upon the occurrence of any accident.

J. Payment Requests:

Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward with the RPR's recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to the LPA prior to final payment for the Work.

L. Completion:

1. Before the ENGINEER issues a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
2. Conduct a final inspection in the company of the ENGINEER, the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

3. Observe that all items on-the final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

III. Limitations of Authority.

The Resident Project Representative:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the ENGINEER.
- B. Shall not exceed the limitations of the ENGINEER'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
- F. Shall not accept Shop Drawing or sample submittals from anyone other than the Contractor.
- G. Shall not authorize the LPA to occupy the Project in whole or in part.
- H. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

APPENDIX C
FEDERAL PROVISIONS

The following required contract provisions shall apply to this CONTRACT and AGREEMENT:

- I. CIVIL RIGHTS ACT: The CONSULTANT will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21.
 - A. The CONSULTANT agrees to comply: All contracts and subgrants in excess of \$10,000 shall include provisions for compliance with Executive Order No. 11246, entitled, "Equal Employment Opportunity," as supplemented in Department of Labor Regulations (41 CFR, Part 60). Each contractor or subgrantee shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, age or disability and which specifies goals and target dates to assure the implementation of that plan. The grantee shall establish procedures to assure compliance with this suspected or reported violations are promptly investigated.
 - B. The CONSULTANT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended by 49 CFR 21 through Appendix C and 23 CFR 710.405 (b).
 - C. Pursuant to 49 CFR Part 26, the following statements regarding disadvantaged business enterprises are included in, and made a part of this CONTRACT and AGREEMENT:

It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the Mississippi Transportation Commission and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

- II. CONSTRUCTION ENGINEERING SERVICES - In accordance with 23 CFR 1204, Supp. D, Paragraphs e., f., and g., Attachment 0, and 49 CFR Part 18C, Paragraphs 12 and 13:
- A. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The grantee shall report all suspected or reported violations to the grantor agency.
 - B. When required by the Federal grant program legislation, all construction contracts awarded by grantees and subgrantees in excess of \$2,000 shall include a provision for compliance with the Davis Bacon Act (40 USC 276a to a7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.
 - C. Where applicable, all contracts awarded by grantees and subgrantees in excess of \$2,000 for construction contracts and excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basis rate of pay for all hours worked in the excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
- E. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163).

III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

Certification in accordance with 49 CFR Part 29, Subpart E, Section 29.510, Appendix A:

- (A) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.
- (B) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

November 29, 2007

Mr. Sharpie Smith, P.E.
Special Programs Division
Mississippi Department of Transportation
Post Office Box 551
Hattiesburg, MS 39403-0551

Re: Memorial Boulevard – Phase II
Project No. STPD-9601-00-(005) EM\104798-
801000
City of Picayune
Pearl River County, Mississippi

Dear Mr. Smith:

RIGHT OF WAY CERTIFICATION

This is to certify that all necessary rights of way for this project were acquired prior to January 2, 1971.

This is to certify that there are no relocatees (Families, Businesses, or Tenants) involved in this project.

All improvements (Buildings, Fences Signs, etc.) have been removed form the proposed right of way.

The status of utilities are as follows:

Mississippi Power Company – No adjustments anticipated.

Coast Electric Power Association – No adjustment anticipated.

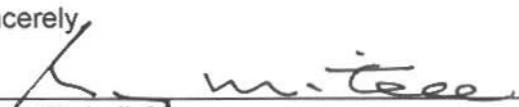
AT & T – No adjustments anticipated.

City of Picayune Water and Sewer and Gas – No adjustments anticipated.

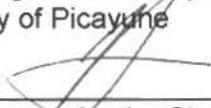
Charter Communications (Cable) – No adjustments anticipated.

This is to certify that arrangements have been made as indicated above for the adjustment of all utility facilities as required for coordination with the physical construction schedules. As noted the Contractor's operations should not be adversely affected.

Sincerely,



Greg Mitchell, Mayor
City of Picayune



Attorney for the City of Picayune

November 29, 2007

Mr. Sharpie Smith, P.E.
Special Programs Division
Mississippi Department of Transportation
Post Office Box 551
Hattiesburg, MS 39403-0551

Re: Project No. STPD-9601-00-(005) EM/104798-
801000
City of Picayune
Pearl River County, Mississippi

Dear Mr. Smith:

ENCROACHMENT CERTIFICATION

This is to certify that a physical survey of the rights of way to be used in the construction of this project reveals that there are no encroachments on the subject project.

This is to also certify that all encroachments on Mississippi Department of Transportation rights of way within the jurisdiction of the City of Picayune which have been identified by Mississippi Department of Transportation notice(s) have been removed or will be removed prior to final acceptance of the subject project.

HAZARDOUS WASTE SITE CERTIFICATION

A survey and physical review of the rights of way for this project reveals that there are no areas suspected of having any hazardous waste or underground storage tanks.

Sincerely,



Greg Mitchell, Mayor
City of Picayune



Attorney for the City of Picayune

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

PERSONNEL MATTER

NO ACTION TAKEN – DISCUSSION ONLY

MOTION TO ADJOURNMENT AND CLOSE OF NOVEMBER SESSION

Motion was made by Council Member Watkins Council Member Guy to adjourn until Tuesday, December 6, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, December 4, 2007, at 6.00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, and City Manager Ed Pinero, Jr. Council Members Leavern Guy and Anna Turnage were absent.

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

Opening prayer was given by Donald Parker, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

ORDER TO APPROVE THE ISSUANCE OF MANUAL CHECKS

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve the issuance of the following manual checks:

MANUAL CHECKLIST

**COUNCIL MEETING
December 04, 2007**

PAY TO	EXPENSE	AMOUNT
MS Department of Employment Security	Stmt of benefits paid to claimants for quarter ending 09/30/07	6,662.40
Amber Hinton	Reimbursement for travel expense to MS Municipal Clerk Certification Program	120.50
Teri Feeley	Reimbursement for travel expense to MS Municipal Clerk Certification Program	72.00
BBI, Inc.	Invoice #801193 for support 01/01/08 – 12/31/08	2400.00
Gulf South Computer Services LLC	Repairs to entrance gate at the Picayune Municipal Airport	1725.00
Ms Prison Industries Corp.	Donation rec'd from Main Street to purchase benches	4950.00
Mississippi State Tax Commission Motor Vehicle Licensing Div.	Police Department – tag renewal undercover vehicles #266,327,329,331	48.00

U. S. Postal Service	Postage for tax bills to be mailed.	Not to exceed 2,500.00
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The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO AUTHORIZE PARTIAL PAYMENTS FOR 2007 PROPERTY TAXES AS PERMISSIBLE BY MS CODE 27-42-1

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to authorize partial payments for 2007 property taxes as permissible by MS Code 47-42-1.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ORDER TO APPROVE DOCKET

Motion was made by Council Member Watkins, seconded by Council Member Bounds to approve the docket for the month of November in the amount of \$1,250,342.14.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO STRIKE THE ADOPTION OF RESOLUTION OF PARADES BEING CONDUCTED WITHIN THE CITY OF PICAYUNE FROM THE NOVEMBER 6, 2007 MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Bounds to strike the adoption of Resolution of Parades being conducted within the City of Picayune from the November 6, 2007 minutes.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

MOTION TO AMEND AGENDA

Motion was made by Council Member Parker, seconded by Council Member Watkins to amend the request from Leavern Guy to remove the variance to allow 50 ft lot width from his application.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST FROM LEAVERN GUY FOR PRELIMINARY AND FINAL SUBDIVISION PLAT TO RE-SUBDIVIDE (2) PARCELS INTO (4) PARCELS ACCORDING TO NEW PLATS SUBMITTED WITH EACH LOT BEING 75X100

Motion was made by Council Member Parker, seconded by Council Member Watkins to approve request from Leavern Guy for Preliminary and Final Subdivision Plat to re-subdivide (2) parcels into (4) parcels according to new plats submitted with each lot being 75x100.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE T-HANGER LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND MIKE LIENBEA

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve T-Hanger Lease Agreement by and between City of Picayune and Mike Lisenbea and authorize the Mayor to sign said lease agreement.

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

T-HANGAR LEASE AGREEMENT

This T-HANGAR LEASE AGREEMENT made and entered into this, the 4th day of December 2007, by and between the City of Picayune, hereinafter referred to as "Lessor" and Mike Lisenbea, 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. 1 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 4th day of December 2007, 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 \$800.00 per month, in advance on the first day of each month, and said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street, 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 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.

Lessee 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: City Manager
815 North Beech Street
Picayune, MS 39466

As to Lessee: AERO TRAINING & RENTAL LLC
MIKE LIENBEA
P.O. Box 275, PICAYUNE, MS 39466
Ph: 601-347-2620/601-798-5720

WITNESS the signatures of the parties hereto, this the 4th day of December, 2007

LESSOR: CITY OF PICAYUNE

BY: Greg Mitchell
Greg Mitchell, Mayor

ATTEST:

Sean Smith
Deputy City Clerk

LESSEE: [Signature]

WITNESS:

Alex Greenwood
Airport Manager

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST TO REMOVE THE FOLLOWING PROPERTIES THAT HAVE BEEN CLEANED OFF THE PUBLIC HEARING LIST

Motion was made by Council Member Parker, seconded by Council Member Watkins to remove the following properties that have been cleaned off the Public Hearing List:

Corner of N. Curran & 5th St. Parcel #617-614-002-02-032
Roger Street Parcel #617-521-003-04-013, 617-521-003-04-014
210 Moody Street Parcel #617-515-002-05-011

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ORDER TO HOLD PUBLIC HEARING FOR PROPERTY CLEANUP

Motion was made by Council Member Parker, seconded by Council Member Watkins to declare the following properties a Public Nuisance and giving 30 days to clean said property. If said property is not cleaned within the 30 days it will be turned over to the City of Picayune to clean with charges for cleanup placed as a lien against the property:

817 Cayten Street
D & M Lighting
120 Tate Street

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

APPROVE REQUEST FROM PICAYUNE POLICE DEPARTMENT TO HAVE CITY PURCHASING AGENT TO ADVERTISE FOR ANNUAL BIBS FOR POLICE UNIFORMS FOR FY 2007/2008

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request from Picayune Police Department to have City Purchasing Agent to Advertise for Annual Bids for Police Uniforms for FY 2007/2008.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

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

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

RETURN TO REGULAR SESSION

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

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

ORDER TO ENTER EXECUTIVE SESSION

Motion was made by Council Member Bounds, seconded by Council Member Watkins to enter executive session to discuss the following:

- A. Contractual matter with EPA
- B. Personnel matter

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

CONTRACTUAL MATTER WITH EPA

NO ACTION TAKEN – DISCUSSION ONLY

PERSONNEL MATTER

NO ACTION TAKEN – DISCUSSION ONLY

MOTION TO RECESS

Motion was made by Council Member Bounds seconded by Council Member Watkins to recess until Tuesday, December 18, 2007 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: Council Members Guy and Turnage

ABSTAINING AND NOT VOTING: None

The motion was declared carried

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk

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

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 815 North Beech Street, in said City, Tuesday, December 18, 2007, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Leavern Guy, Anna Turnage, Jerry Bounds, and City Manager Ed Pinero, Jr.

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

Opening prayer was given by Dale Clabaugh, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED NOVEMBER 27 AND DECEMBER 4, 2007

Motion was made by Council Member Guy, seconded by Council Member Bounds approval of the minutes dated November 27 and December 4, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: 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:

MANUAL CHECKLIST

**COUNCIL MEETING
December 18, 2007**

PAY TO	EXPENSE	AMOUNT
Ms Municipal Workers' Comp.	Coverage for 10/01/07 – 09/30/08- 2nd Billing	64,223.00
Stewart, Sneed & Hewes	Annual premium for property insurance coverage from 12/01/07 – 12/01/08	101,122.50

Stewart, Sneed & Hewes	Annual premium for EDP insurance coverage from 12/01/07 – 12/01/08	2,866.88
Tony Scharenbroch	Freon for a/c unit at Station 1 (emergency repair)	120.00
Teri Feeley	Travel reimbursement for MS Municipal Certificate Update in Jackson, MS	93.00
Amber Hinton	Travel reimbursement for MS Municipal Certificate Update in Jackson, MS	243.50
FIA Card Services	Purchase freezer for PRC Animal Shelter	804.88
FIA Card Services	Council travel to MML Conference in New Orleans, LA	3,457.40

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT

Motion was made by Council Member Guy, seconded by Council Member Bounds to acknowledge receipt of Monthly Public Records Request Report for the month of November 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT

Motion was made by Council Member Guy, seconded by Council Member Bounds to acknowledge receipt of Monthly Privilege License Report for the month of November 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION MINUTES

Motion was made by Council Member Guy, seconded by Council Member Bounds to Accept Planning Commission Minutes dated November 13, 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried

PRESENTATION BY CHIEF KEITH BROWN AND BOBBY STRAHAN TABLED UNTIL JANUARY 15TH, 2008 MEETING

APPROVE REQUEST FROM THE MARTIN LUTHER KING CELEBRATION MARCH AND PARADE FOR MONDAY, JANUARY 21, 2008

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request for the Martin Luther King Celebration March and Parade for Monday, January 21, 2008 beginning at 10:30 a.m. at Rosa Street and S, Beech, with the march convening at Pleasant Valley Baptist Church on Weems Street.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

REQUEST FROM PEARL RIVER COUNTY FOR PARKING VARIANCE WAS STRICKED FOR THE AGENDA DUE TO WITHDRAWAL OF APPLICATION BY PEARL RIVER COUNTY

APPROVE REQUEST TO ALLOW ALL CITY OFFICES TO CLOSE ON DECEMBER 31, 2007 AND DECLARE AS A PAID HOLIDAY FOR CITY EMPLOYEES

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve request to allow all City Offices to close on December 31, 2007 and declare as a paid Holiday for City Employees since all employees worked on a designated State Holiday.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO SIGN THE REQUEST FOR CASH FORMS AND OTHER PROJECT RELATED REPORTS AND DOCUMENTS UNDER THE STATE OF MISSISSIPPI CDBG PROGRAM PROJECT NUMBER R-103-297-01-KED

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to accept Resolution authorizing Mayor and City Manager to sign the request for cash forms and other project related reports and documents under the State of Mississippi CDBG Program Project Number R-103-297-01-KCR and authorize the Mayor and City Manager to sign the same.

RESOLUTION

AUTHORIZING GREG MITCHELL, MAYOR OR ED PINERO,
CITY MANAGER, TO SIGN THE REQUEST FOR CASH FORMS
AND OTHER PROJECT RELATED REPORTS AND DOCUMENTS
UNDER THE STATE OF MISSISSIPPI CDBG PROGRAM
PROJECT NUMBER R-103-297-01-KED

WHEREAS, the State of Mississippi has awarded a Block Grant to the City of Picayune under the 2006 Katrina Supplemental Community Development Block Grant Program; and

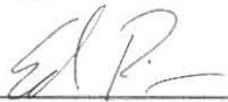
WHEREAS, the city will be responsible for ordering funds from the State of Mississippi to pay all costs incurred in the implementation of the CDBG project activities.

NOW, THEREFORE, BE IT RESOLVED by the City of Picayune that it does hereby designate either its Mayor, Greg Mitchell or Ed Pinero, City Manager, to sign the request for cash forms and other related reports and documents in order to secure monies under the State of Mississippi Community Development Block Grant Program.

ADOPTED this the 18 day of December, 2007.

CITY OF PICAYUNE, MISSISSIPPI

ATTEST:



CITY CLERK

BY: 

MAYOR

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Council Member Guy

The motion was declared carried.

**APPROVE REQUEST TO ACCEPT AGREEMENT CONSULTING SERVICE FOR
2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT-
ECONOMIC DEVELOPMENT**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request to accept Agreement Consulting Service for 2006 Katrina Supplemental Community Development Block Grant – Economic Development and authorize the Mayor to sign the same.

**AGREEMENT CONSULTING SERVICES
2006 KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT
BLOCK GRANT – ECONOMIC DEVELOPMENT**

THIS AGREEMENT is entered into this the 18th day of December 2007 by and between Sample and Associates, Inc., herein called the "Consultant", and the City of Picayune herein called the "City".

WITNESSETH THAT:

WHEREAS, the State of Mississippi has approved the City's application for 2006 Katrina Supplemental Community Development Block Grant (Project No. R-103-297-01-KED) funds under Title I of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, the City needs management and administrative assistance in executing this Community Development Block Grant Program, Project No. R-103-297-01-KED; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program, and the Consultant desires to provide said services.

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. EMPLOYMENT OF CONSULTANT

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed in part by grant funds from HUD under Title I of the Housing and Community Development Act of 1974 as amended.

B. SCOPE OF SERVICES

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary under this program. Specific job tasks that the Consultant will assist the City in performing include, but are not necessarily limited to the following:

1. *General Services*

- a. Establish a filing system to keep the necessary records:
 - (1) Citizen Participation
 - (2) Environmental
 - (3) Labor Standards
 - (4) Acquisition
 - (5) Relocation
 - (6) Financial Management
 - (7) Other Resources
 - (8) Equal Opportunity
 - (9) General Correspondence
- b. Responsible for overall coordination of project activities.
- c. Attend state monitoring visits, meetings, etc.
- d. Establish and maintain financial records including monthly worksheets.
- e. Preparation of the necessary forms to request funds from the State Treasury.
- f. Responsible for insuring adoption of required resolutions in accordance with grant agreement.
- g. Work with local government to obtain necessary right-of-ways and easements in compliance with the applicable acquisition requirements.

2. *Labor Standards Administration and Enforcement*

- a. Serve as Labor Standards Officer to insure compliance with all applicable labor standard requirements.
- b. Request Wage Rate Determination in accordance with the Davis-Bacon Act.
- c. Ensure the inclusion of all construction documents and bid specifications, the applicable wage decisions and labor standard provisions.
- d. Verify with the State Office the current eligibility status of all contractors and subcontractors to be used on any Title I funded construction prior to award of contract.
- e. Documentation of contractor and subcontractor certification in accordance with HUD Handbook (6500.3) paragraph 5(b).

- f. Assist Engineer in conducting the Preconstruction Conference for each construction contract under the Community Development Program to appraise contractors and subcontractors of their responsibilities and obligations regarding the labor standard provisions obtained in the contract documents.
 - g. Prepare a Preconstruction Conference Report for each conference held in accordance with the labor handbook.
 - h. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as stated in the labor handbook.
 - i. Conduct employee interviews to insure that there are no violations and discrepancies in the existing wage rate and labor classifications.
 - j. Notify the state office of the start of construction of each construction contract in accordance with labor standards.
 - k. File Labor Standards Enforcement Report to State Office as requested.
3. *Environmental Assessment*
- a. Preparation of the Environmental Review Record for each project activity:
 - (1) Description of the project.
 - (2) Documentation showing that each step in the Environmental Review Record has been performed.
 - (3) Identification of the Environmental Impacts (beneficial or adverse)
 - (4) Documentation of any modification of project due to an adverse environmental impact.
 - (5) Determination of Level of Clearance Finding.
 - b. Preparation of Cultural Resources Survey.
 - c. Preparation of Notice of Finding of No Adverse effect on the Environment and Request for Release of Funds.
 - d. Preparation of Request for Release of Funds and Certification to the State of Mississippi.
 - e. Submit copies of Notice of No Effect on the Environment and Request for Release of Funds to interested agencies.

4. *Close-out Project*

- a. Preparation of close-out report as required by state.
- b. Assist the City in the selection of auditor, if applicable.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would form to the specific needs of the City.

C. DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in furnishing the scope of services set forth herein shall be the property of the City.

D. TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

E. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and shall be furnished to the Consultant at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

F. TERMINATION FOR CONVENIENCE OF CITY

The City may terminate this Contract at any time by giving written notice to the consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

G. TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

H. CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

I. COMPENSATION DUE TO CONSULTANT

As consideration for the performance of this Contract, the City agrees to pay the Consultant the following lump sum payments. This compensation can be increased with the approval of the City.

General Administration Duties	\$50,000.00
TOTAL	\$50,000.00

Included in this fee is the procurement of up to twenty (20) easements. Any easements obtained over the twenty (20) identified above will be charged at the rate of \$800.00 per easement.

J. METHOD OF PAYMENT

The City will pay the Consultant \$5,000.00 when environmental clearance is received; \$8,500.00 when the construction contracts are signed; \$8,500.00 when the overall project is 25% complete; \$8,500.00 when the overall project is 50% complete; \$8,500.00 when the overall project is 75% complete; \$8,500.00 when the overall project is 95% complete; and \$2,500.00 when the close-out package is accepted by the Mississippi Development Authority.

K. EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

L. INTEREST OF MEMBERS OF CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

M. ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

N. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

O. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

P. OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

Q. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

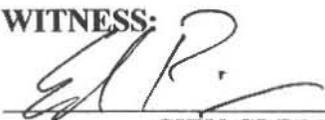
The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this Grant.

IN WITNESS WHEREOF, THE CITY and the CONSULTANT have executed this Agreement this the 18th day of December, 2007.

CITY OF PICAYUNE, MISSISSIPPI

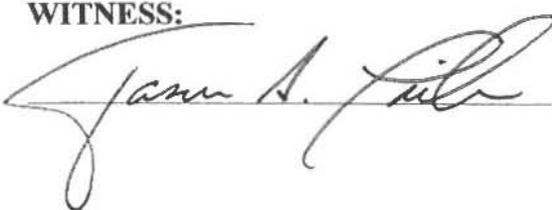
WITNESS:

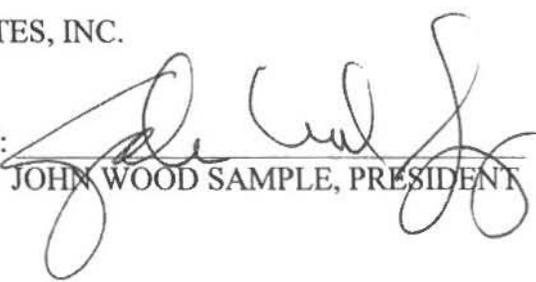

CITY CLERK

BY: 
MAYOR

SAMPLE & ASSOCIATES, INC.

WITNESS:



BY: 
JOHN WOOD SAMPLE, PRESIDENT

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: Council Member Guy

The motion was declared carried.

APPROVE REQUEST FOR CITY WATER/SEWER SERVICE

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request for City Water/Sewer Service for Frank Hester, #1 Easy Street, Picayune, MS 39466

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST FOR CITY OF PICAYUNE TO ASSUME RESPONSIBILITY FOR PAYMENT OF STREET LIGHTS LOCATED ON TEDDY LANE

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve request for City of Picayune to assume responsibility for payment of street lights located on Teddy Lane.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO AUTHORIZE THE ACCOUNTING DEPARTMENT TO CLOSE THE CHECKING ACCOUNT USED FOR THE SPECIAL COMMUNITY DISASTER LOAN PROCEEDS

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request to authorize the Accounting Department to close the checking account used for the Special Community Disaster Loan Proceeds.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACKNOWLEDGE RECEIPT OF THE MONTHLY BUDGET REPORT VIA CD FOR THE MONTH OF NOVEMBER 2007

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve request to acknowledge receipt of the monthly budget report via CD for the month of November 2007.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FOR HOME OCCUPATIONAL LICENSE REQUEST FROM MR. TERRY MCLEMORE TO ALLOW HIS HOME TO BE USED FOR AN OFFICE FOR T R M HAULING

Motion was made by Council Member Parker, seconded by Council Member Guy to accept Planning Commission recommendation and resolution to approve request for Home Occupational License request from Mr. Terry McLemore to allow his home to be used for an office for T R M Hauling. Property zoned R-3 Multi Family Residential located at 500 N Abrams Ave., Picayune, MS.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF HOME OCCUPATIONAL LICENSE REQUEST

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business under a Home Occupational License for real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of

the City of Picayune as part of the process of recommending relative to the regulation of such Home Occupational Businesses as set forth above.

4.

The real property under the Home Occupational License Request consideration is described as follows, to-wit: 500 N Abrams Ave

5.

The request under consideration is:

Home Occupational License (Applicant Name: Terry Mclemore)

6.

The following action regarding the proposed and/or existing Home Occupational License Request above is as follows, to-wit:

Office TRM Hauling

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

Approve the above action without Comments/Conditions.

Approve the above action with the following Comments/Conditions.

Mr. Mitchell agreed to the following Home Occupation regulations:

1. A Home Occupation is conducted by no other persons than members of the family residing on the premises.
2. A Home Occupation is conducted entirely within the principal building.
3. A Home Occupation utilizes not more than fifteen (15%) of the total floor area of the principal building, nor more than three hundred (300) square feet of gross floor area.
4. A Home Occupation produces no alteration or change in the character of the principal building from that of the dwelling,
5. A Home Occupation creates no disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, traffic hazard, and unhealthy or unsightly conditions.
6. A Home Occupation is not visible evident from outside the dwelling except for one non-illuminated sign one (1) square foot or smaller in size;
7. A Home Occupation does not involve the keeping of a stock in trade.

Disapprove the above action without Comments.

Disapprove the above action with Comments.

- 1.
- 2.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11 day of September, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:	x				
Luddia Williams:	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Martha Ford:	x				
Terrell Jopes:	x				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11 day of December, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, and Turnage

VOTING NAY: Council Member Bounds

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FROM DENNIS COLLIER FOR A 20 FT VARIANCE FOR PROPERTY ZONED R-4 MEDIUM DENSITY RESIDENTIAL

Motion was made by Council Member Parker, seconded by Council Member Guy to accept Planning Commission recommendation and resolution to approve request from Dennis Collier for a 20 ft. Variance for property zoned R-4 Medium Density Residential located on South Haugh Ave., Picayune, MS. Current lot size is 60 ft wide x 150 ft deep, with approval of the 20 ft variance making the lot size 40 ft wide x 150 ft deep.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

**RESOLUTION OF THE PLANNING COMMISSION REGARDING
RECOMMENDATION RELATIVE TO THE APPROVAL OF
VARIANCE REQUEST**

NOW COMES, the City of Picayune Planning Commission and would,
after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision
in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business with a
Variance for real property located within the boundaries of the City of
Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of
the City of Picayune as part of the process of recommending relative to the regulation of
a Variance as set forth above.

4.

The real property under the Variance Request consideration is
described as follows, to-wit: Parcel No. 6176140030500100 S. Haugh Ave

5.

The request under consideration is:

X Variance Request (Applicant Name: Dennis Collier)

6.

The following action regarding the proposed and/or existing
Variance Request above is as follows, to-wit:

Requesting 20 foot Variance for lot width to build a duplex which requires 60 ft lot width and
7,200 sq ft lot area. Property is zoned R-4 (Medium Density Residential)

7.

After consideration after a duly made motion, the City Planning
Commission resolves as follows, to-wit:

x Approve the above action without Comments/Conditions.

___ Approve the above action with the following Comments/Conditions.

___ Disapproved the above action without comments.

___ Disapproved the above action with comments.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11th day of December, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:			x		
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:	x				
Luddia Williams:		x			
Stephen Gordon:	x				
Willie Eubanks:		x			
Martha Ford:	x				
Terrell Jopes:		x			

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11th day of December, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO APPROVE REQUEST FOR HOME OCCUPATIONAL LICENSE FOR MRS. DONITA PERSON

Motion was made by Council Member Turnage, seconded by Council Member Bounds to accept Planning Commission recommendation and resolution to approve request for Home Occupational License for Mrs. Donita Person to allow her home to be used for an office for a cleaning service. Property zoned R-1 Single Family Residential located at 906 Telly Rd., Picayune, MS.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF HOME OCCUPATIONAL LICENSE REQUEST

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business under a Home Occupational License for real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of the City of Picayune as part of the process of recommending relative to the regulation of such Home Occupational Businesses as set forth above.

4.

The real property under the Home Occupational License Request consideration is described as follows, to-wit: 906 Telly Rd

5.

The request under consideration is:

X Home Occupational License (Applicant Name: Donita Pearson)

6.

The following action regarding the proposed and/or existing Home Occupational License Request above is as follows, to-wit:

Office Cleaning Service

7.

After consideration after a duly made motion, the City Planning

Commission resolves as follows, to-wit:

_____ Approve the above action without Comments/Conditions.

X Approve the above action with the following Comments/Conditions.

Mr. Mitchell agreed to the following Home Occupation regulations:

1. A Home Occupation is conducted by no other persons than members of the family residing on the premises.
2. A Home Occupation is conducted entirely within the principal building.
3. A Home Occupation utilizes not more than fifteen (15%) of the total floor area of the principal building, nor more than three hundred (300) square feet of gross floor area.
4. A Home Occupation produces no alteration or change in the character of the principal building from that of the dwelling,
5. A Home Occupation creates no disturbing or offensive noise, vibration, smoke, dust, odor, heat, glare, traffic hazard, and unhealthy or unsightly conditions.
6. A Home Occupation is not visible evident from outside the dwelling except for one non-illuminated sign one (1) square foot or smaller in size;
7. A Home Occupation does not involve the keeping of a stock in trade.

_____ Disapprove the above action without Comments.

_____ Disapprove the above action with Comments.

- 1.
- 2.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11 day of December, A.D., 2007.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	x				
Martha Sheppard:	x				
Patricia Barnett:	x				
Dennis Collier:	x				
Luddia Williams	x				
Stephen Gordon:	x				
Willie Eubanks:	x				
Martha Ford:	x				

Terrell Jopes: x

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11 day of December, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT PLANNING COMMISSION RECOMMENDATION AND RESOLUTION TO DENY REQUEST FROM MR. DARRYL WHITFIELD FOR CONDITIONAL USE TO ALLOW USE OF TEMPORARY STRUCTURES

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept Planning Commission recommendation and resolution to deny request from Mr. Darryl Whitfield for conditional use to allow use of temporary structures such as: tents and metal pavilions for property zoned as C-3 Highway Commercial located at 2302 East Canal St., Picayune, MS 39466.

BEFORE THE CITY OF PICAYUNE PLANNING COMMISSION

PEARL RIVER COUNTY, MISSISSIPPI

RESOLUTION OF THE PLANNING COMMISSION REGARDING RECOMMENDATION RELATIVE TO THE APPROVAL OF CONDITIONAL USE REQUEST

NOW COMES, the City of Picayune Planning Commission and would, after a duly called meeting with a quorum present, resolve as follows, to-wit:

1.

The City of Picayune is a Mississippi Municipality organized as a political subdivision in and for the State of Mississippi.

2.

The City has in place various Ordinances relative to operating a business under a Conditional Use for real property located within the boundaries of the City of Picayune.

3.

To that end, in part, the City of Picayune has constituted the Planning Commission of

the City of Picayune as part of the process of recommending relative to the regulation of such Conditional Use as set forth above.

4.

The real property under the Conditional Use Request consideration is described as follows, to-wit: 2302 East Canal St.

5.

The request under consideration is:

X Conditional Use (Applicant Name: Mr. Darryl Whitfield)

6.

The following action regarding the proposed and/or existing Conditional Use Request above is as follows, to-wit:

Conitonal use to operate a Flea Market Using temporary structures such as (Tents and Metal Pavilions)

7.

After consideration after a duly made motion, the City Planning Commission resolves as follows, to-wit:

 Approve the above action without Comments/Conditions.

 Approve the above action with the following Comments/Conditions.

- 1. Disapprove the above action without Comments.
- 2. x Disapprove the above action with Comments.
 - 1. The Planning Commissioners do not want to see tents set up in this area, if he were to put buildings there would not be a problem.
 - 2. The land owners in that area do not want this in their neighborhood, because of traffic issues.

8.

The recommendation of the City Planning Commission shall be submitted unto the City Council for decision at the next duly called meeting of the City Council.

9.

This Resolution shall be in effect upon the date of Its adoption and is further to be spread upon the minutes of the City Planning Commission.

NOW THEREFORE, be it resolved by the City Planning Commission on this, the 11th day of December, A.D., 2007.

Voting: Yea Nay Abstain Not Voting Not Present

Melvin Hicks: x
Martha Sheppard: x
Patricia Barnett: x
Dennis Collier: x
Luddia Williams: x
Stephen Gordon: x
Willie Eubanks: x
Martha Ford: x
Terrell Jopes: x

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 11th day of December, A.D., 2007.

PRESIDENT/CHAIRMAN

ATTEST:

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO SET A PUBLIC HEARING DATE FOR PROPERTY CLEANUP FOR JANUARY 15, 2008

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to set a Public Hearing date for January 15, 2008 for property cleanup for the following properties:

JUNIPER STREET, PARCEL # 617-515-002-08-007
ROSA STREET, PARCEL # 617-515-003-03-00301
ROSA STREET, PARCEL # 617-515-004-04-008
301 WILLIAMS AVE.
417 SOUTH CURRAN, PARCEL # 617-614-003-04-01801
510 FORREST STREET

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO ACCEPT TWO CHECK DONATIONS FROM BLUEBERRY JUBILEE COUNCIL FOR \$500 AND WALL-MART FOR \$500 TO BE USED FOR THE TEEN COURT PROGRAM

Motion was made by Council Member Watkins, seconded by Council Member Parker to accept two check donations from Blueberry Jubilee Council for \$500 and Wal-Mart for \$500 to be use for the Teen Court Program.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO APPOINT BARRY LEE OF THE PICAYUNE FIRE DEPARTMENT AS PRINCIPLE COORDINATOR FOR OVERALL NATIONAL INCIDENT MANAGEMENT SYSTEM IMPLEMENTATION

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve request to appoint Barry Lee of the Picayune Fire Department as Principle Coordinator for Overall National Incident Management System Implementation.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQEUST TO ACCEPT DONATION CHECK FROM SOUTHERN NATURAL GAS, A BUSINESS UNIT OF EL PASO CORP. IN THE AMOUNT OF \$300

Motion was made by Council Member Turnage, seconded by Council Member Guy to approve request to accept donation check from Southern Natural Gas, a business unit of El Paso Corp. in the amount of \$300.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

THERE WAS NO EXECUTIVE SESSION AT THIS TIME

MOTION TO ADJOURNMENT AND CLOSE OF DECEMBER SESSION

Motion was made by Council Member Bounds, seconded by Council Member Parker to adjourn until Wednesday, January 2, 2008 at 6:00 pm.

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Parker, Guy, Watkins, Turnage, and Bounds

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Greg Mitchell, Mayor

ATTEST:

Leann Smith, Deputy City Clerk