

**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 7, 2008, at 6.00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Larry Watkins, Jerry Bounds, Leavern Guy, Anna Turnage, Donald Parker and Interim City Manager Harvey Miller.

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

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

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED AUGUST 28, 2008 SPECIAL CALLED MINUTES, SEPTEMBER 8, 2008 PUBLIC HEARING, SEPTEMBER 15, 2008 SPECIAL CALLED MINUTES AND SEPTEMBER 16, 2008 MINUTES**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve the Minutes for the City of Picayune dated August 28, 2008 Special Called Minutes, September 8, 2008 Public Hearing, September 15, 2008 Special Called Minutes, and September 16, 2008 minutes.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 Watkins to approve the docket for October 7, 2008 in the amount of \$634,330.63.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AT THIS TIME THE MAYOR AND COUNCIL WERE INTRODUCED TO K-9 JOANIE, FIRE DEPARTMENT ARSON DOG; FIRE MARSHAL PAT WEAVER CONDUCTED A BRIEF DEMONSTRATION OF K-9 JOANIE'S ARSON RELATED ABILITIES. STATE FARM INSURANCE DONATED THE K-9 ARSON DOG.**

**APPROVE PARADE PERMIT FOR PICAYUNE NJROTC ON NOVEMBER 8, 2008 TO HONOR ALL VETERANS**

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve Picayune NJROTC to be issued a parade permit for November 08, 2008 Veteran's Day to honor all Veterans with parade starting at 2:00 p.m. with the route starting in front of the PMHS VOTEC at Norwood and the Goodyear Blvd., then transition east up the Blvd., make a right turn on Main St., march to West Canal St., make another right turn onto West Canal, march down West Canal to end the parade at the intersection of Kirkwood and Goodyear Blvd.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT OF PLANNING COMMISSIONER TO REPLACE TERRELL JOPES**

Motion was made by Council Member Turnage, seconded by Council Member Guy to table the appointment of a Planning Commissioner to replace Terrell Jopes whose term ended September 30, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT/REAPPOINTMENT OF A PLANNING COMMISSIONER CHAIR**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to table the appointment/reappointment of a Planning Commissioner Chair for the term October 1, 2008 to September 30, 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** Guy

The motion was declared carried

**MOTION TO TABLE REQUEST FROM THOMAS SHEALY TO OPERATE A BASE OF OPERATIONS FOR A MOBILE OIL CHANGE BUSINESS FROM 120 SOUTH STEELE**

Motion was made by Council Member Parker, seconded by Council Member Turnage to table the request from Thomas Shealy to operate a base of operations for a mobile oil change business from 120 South Steele as Mr. Shealy was not available to answer the council's questions and concerns.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**MOTION TO TABLE ACCEPTANCE OF NOISE ORDINANCE**

Motion was made by Council Member Guy, seconded by Council Member Parker to table acceptance of the Noise Ordinance until next meeting. Mayor Mitchell suggested the ordinance be submitted as a revision and that it needed to be voted up or down at the next meeting. Council Member Parker suggested looking in to Public Service as a means of working off fines related to violation of noise ordinance if/when approved.

The following roll call was made:

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

**VOTING NAY:** Turnage

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE MDA GRANT APPLICATION FOR "COME HOME TO PICAYUNE" BROCHURE AD TO RUN IN ONE BI-MONTHLY ISSUE OF *WHERE TO RETIRE***

Motion was made by Council Member Watkins, seconded by Council Member Bounds to approve MDA Grant application for "Come Home to Picayune" brochure ad to run in one bi-monthly issue of *Where to Retire* with the City's portion being 50 % of the total amount of \$1010.00.

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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 2009

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: Director of Picayune Retirement Development

Telephone: 601-798-9079      Telefax: 601-799-0607

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

Project Title: Magazine Ad one bimonthly issue of Where to Retire

Project Beginning Date: March 2009      Project Ending Date: September 2009

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

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Total Project Budget: \$ \$1,010.00 (Include only eligible expenses)

Amount Requested: \$ \$505.00 (Up to 50% of eligible project costs)

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

# RETIREMENT PLANNING GUIDE

Complete and return the card opposite page 252 for FREE information about these exciting retirement opportunities. For faster service, fax your card to (713) 978-6003 or order online at [www.WhereToRetire.com](http://www.WhereToRetire.com).

**ALABAMA**

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**Calhoun County, Alabama**, located halfway between Birmingham and Atlanta off I-20, offers championship golf on the Robert Trent Jones Golf Trail, Smithsonian-affiliated museums, NASCAR racing at its finest and five-star rated health-care facilities. Come see why we were voted one of the top 10 places to retire in Alabama by *Alabama Alive* magazine. Visit our Web site at [www.calhounchamber.com](http://www.calhounchamber.com) or call us toll free at 1-800-489-1087.

**TEXAS**

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Childhood home of George W. Bush. Affordable housing and living costs, no state income tax, 20 percent plus \$15,000 homestead deduction and water/sewer discount for seniors, personal safety, cultural and recreational advantages. Call 1-800-780-4678 or e-mail [info@odessachamber.com](mailto:info@odessachamber.com). Internet: [www.odessachamber.com](http://www.odessachamber.com) or [www.retiretexas.org](http://www.retiretexas.org).

**MISSISSIPPI**

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Enjoy life in **Picayune, Mississippi**. A warm, friendly hometown offering year-round recreation – fishing, hunting, biking, dancing, swimming. Safe and affordable. Street fairs and parades. Low taxes. Easy access to New Orleans and the Gulf Coast. Visit our Web site at [www.picayune.ms.us](http://www.picayune.ms.us) or call 1-800-791-9188.

**MEXICO**

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Upscale, private community in **Potrero, Guanacaste** – the “Gulf Coast.” 1/2 to 1 1/2 acre lots for \$200,000. Ocean views, 24/7 security, near Flamingo Marina, golf courses, half-hour from Liberia International Airport. Jed Reitman, 1-626-74603. E-mail: [allstarjed@gmail.com](mailto:allstarjed@gmail.com)

**OREGON**

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Enjoy active-adult living central Oregon style. Within minutes of Bend, OR, **The Falls at Eagle Crest** is a planned community with friendly people, 3 golf courses, walking trails, 2 fitness centers, a spa, tennis, swimming, a clubhouse and more. Single-family homes starting in the \$400s. Call 1-888-216-0742 or visit [www.fallsresortcommunities.com](http://www.fallsresortcommunities.com). E-mail: [sales@ccorphomes.com](mailto:sales@ccorphomes.com)

**PENNSYLVANIA**

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**Garden Spot Village**. Where life blooms. Genuine people, breathtaking scenery and casual elegance make Garden Spot Village distinctively different! Discover why over 800 people from big cities and small towns call this award-winning country community home. Discover more at [www.GardenSpotVillage.org](http://www.GardenSpotVillage.org) or call 1-717-355-6000 for a visit.

**ARIZONA**

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Discover southern Arizona and **Green Valley**, an active-adult community at the base of the Santa Rita Mountains. With an average temperature of 85° and more than 300 days of sunshine, Green Valley is retirement at its best. 1-800-858-5872 or [www.greenvalleyszchamber.com](http://www.greenvalleyszchamber.com).

**MISSOURI**

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**Hailey-Paige Land Company**. Now selling 3 to 5 acre lots in the Ridges at Woolly Creek, only 5 miles to Branson, Missouri, and 50 feet to Table Rock Lake. Boat slips available. Adjacent to Mark Twain National Forest. For more information, call 1-417-459-8600, e-mail [info@hailey-paige-land.com](mailto:info@hailey-paige-land.com), or visit [www.hailey-paige-land.com](http://www.hailey-paige-land.com).

**OREGON**

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**Ceres Gleann**, a planned 55+ community of 134 custom-built homes offers a lifestyle that is like no other located on the edge of Dallas OR, just 12 miles from Salem's downtown shopping. Visit us at [www.ceresgleann.com](http://www.ceresgleann.com) or our model is open 1-4 p.m. Closed Saturday and Monday. 1-866-831-1056

**NORTH CAROLINA**

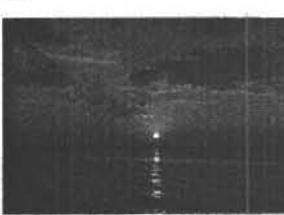
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Located in the heart of the Blue Ridge Mountains, **Jefferson Landing** offers prime golf, river and mountain home sites from the \$50s to the \$300s, as well as finished residences from the \$200s to \$2 million. Please visit [www.jeffersonlandingclub.com](http://www.jeffersonlandingclub.com) or call 1-800-292-6274.

**FLORIDA**

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Hermando & Pasco County Florida is the #1 golf area in the state. **Timber Pines/Heritage Pines** offers gated golf & tennis, 4 golf courses (3 free with residency), equity ownership, fitness center, heated pools, country club, on-site theatre & 7 miles of walking trails. Call **McInnis Team Keller Williams Realty** at 1-866-684-6406 or visit [www.mcinnisteam.com](http://www.mcinnisteam.com). Free video or DVD, 1-800-850-0629, AD# 7347.

**GEORGIA**

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**Lake Blackshear Plantation**. Cordele, GA, offers a gated golf course community where year-round golf can be enjoyed, and there is an 8,700-acre lake across the street! Single-family homes from the \$239,900. Patio homes from \$219,900. Golf courses coming soon! Relax in a quiet setting while being a short drive from Albany or Atlanta. 1-888-271-4000. [www.lakeblackshearplantation.com](http://www.lakeblackshearplantation.com)

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE MDA GRANT APPLICATION FOR PICAYUNE'S PARTICIPATION IN  
JAN/FEB ISSUE OF *WHERE TO RETIRE* INSERT CO-OP AD 2009**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve MDA Grant application for Picayune's participation in Jan/Feb issue of *Where to Retire* insert Co-op Ad-2009 with the City's portion being 50% of the total amount of \$680.00

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 2009

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: Director of Picayune Retirement Development

Telephone: 601-798-9079      Telefax: 601-799-0607

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

Project Title: Where to Retire's January/February 2009 Issue's Co-op Ad

Project Beginning Date: January 2009      Project Ending Date: February of 2009

Describe Project: The city of Picayune will participate in the co-op ad which will feature each of the 21 certified Hometown MS Retirement Cities on a two-page spread in the January/February issue of Where to Retire, a national publication.

Total Project Budget: \$ 680.00 (Include only eligible expenses)

Amount Requested: \$ 340.00 (Up to 50% of eligible project costs)

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

**Gulf Coast**

866-672-6278 [GulfCoastRetirement.org](http://GulfCoastRetirement.org)

The Coast has a personality all its own. With its easygoing lifestyle, delightful towns, and cosmopolitan flair, it's no wonder it's highly ranked in *Retirement Places Rated* and *Modern Maturity's* "50 Best Places to Live."

**Hattiesburg**

800-238-4288 [Theadp.com](http://Theadp.com)

From being named one of the 100 best retirement towns in America to receiving a #1 rating for quality healthcare to being home to the University of Southern Mississippi, Hattiesburg has what you're looking for.

**Laurel**

877-465-2875 [Laurelms.com](http://Laurelms.com)

Laurel's Historic District is Mississippi's most intact ensemble of early 20th century architecture. Add the Lauren Rogers Museum of Art, outdoor recreation opportunities, and year-round events, and see why this is one of our most beautiful towns.

**Madison**

800-824-2833 [MadisonTheCityChamber.com](http://MadisonTheCityChamber.com)

This suburb of Jackson is dedicated to preserving the safety and comfort of a small-town atmosphere. Find the perfect home in one of 70 excellent subdivisions or on country acreage. Enjoy shopping, the arts, golf, and adventure. Magnificent!

**McComb**

800-399-4404 [PikeInfo.com](http://PikeInfo.com)

From the expansive piney woods to manicured lawns and gardens, McComb is paradise for nature lovers. The Lighted Azalea Festival each Spring kicks off a full calendar of festivities. Adventurers, campers, and golfers enjoy Percy Quin State Park.

**Meridian**

800-585-3722 [Meridianms.org](http://Meridianms.org)

Meridian is home of Jimmie Rodgers, father of country music, Peavey Electronics, the Dentzel Carousel, the Naval Air Station, and Eugenia, resident ghost at Merrehope. Add it all together, and you've got a town with real spirit!

**Natchez**

800-762-8243 [NatchezRetirement.net](http://NatchezRetirement.net)

One of the most historical cities in the South. More than 500 antebellum structures including some of the finest mansions in America. This Mississippi River city is also a vibrant community with entertaining activities all year long.

**Oxford**

800-880-6967 [OxfordMS.com](http://OxfordMS.com)

*USA Today* and *Best Places to Retire* have paid compliments to this charming home to many art galleries, boutiques, restaurants, and the University of Mississippi. You will appreciate the excellent recreational possibilities as well.

**Picayune**

800-791-9188 [Picayune.com](http://Picayune.com)

Big celebrations, diverse activities, and Paul's Manic King Cakes are part of what makes Picayune special. Rivers, streams, and woodlands are plentiful. So fishing is less than an hour away.

**Southaven**

877-867-6367 [Southaven.com](http://Southaven.com)

Welcome to the "Top of Mississippi." Southaven's location is removed from metropolitan headaches. Here you'll find excellent schools, active churches, and a strong sense of community. For fun diversions, head to Memphis or Tunica's casinos.

**Starkville**

800-649-8687 [Starkville.com](http://Starkville.com)

Starkville is the center of the universe for lots of people, especially Mississippi State University Bulldog sports fans. Combine that with on-campus cultural and educational activities, wonderful festivals, an active community theatre, and fantastic outlets for outdoor recreation.

**Tupelo**

800-488-0739 [ci.Tupelo.ms.us](http://ci.Tupelo.ms.us)

Mississippi is the birthplace of America's music. Tupelo is the birthplace of Elvis Presley. It's also a former industry boomtown, and home to Northeast Mississippi Medical Center, the largest non-metropolitan hospital in America.

**Vicksburg**

888-842-5728 [VicksburgLive.com](http://VicksburgLive.com)

Shaped by the Mississippi River and the town's rich history, Vicksburg has character. The Vicksburg National Military Park and Spring and Fall Pilgrimages celebrate Vicksburg's intriguing past. Casinos offer 24-hour entertainment and sportsmen will enjoy fishing and hunting.

**West Point**

866-494-5127 [WestPoint.com](http://WestPoint.com)

Play golf at one of *Golf Digest's* 100 greatest courses in America, shop on a real Main Street, or experience one of the Southeast's top 20 events. Enjoy all of the endless outdoor activities in West Point.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE MDA GRANT APPLICATION FOR A "COME HOME TO PICAYUNE" AD TO RUN IN THE GAMIBT-WEEKLY NEWSPAPER**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve MDA Grant application for a "Come Home to Picayune" ad to run in the Gambit-Weekly newspaper for six issues with the City's portion being 50% of the total amount of \$1452.00.

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 2009

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: 601-799-0607

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

Project Title: Picayune Ad in Gambit-Weekly Newspaper to run 6X in 12 weeks

Project Beginning Date: January 2009 Project Ending Date: September 2009

Describe Project: An 1/8 of a page black/white ad will run in 6 issues of the Gambit-Weekly Newspaper.

Readers will be invited to visit, to tour, and to consider Picayune as a new hometown in retirement.

40,000 copies per week are distributed to 350+ locations in Orleans, Jefferson, and St. Tammany Parishes of Louisiana.

Total Project Budget: \$ 1,452.00 (Include only eligible expenses)

Amount Requested: \$ 726.00 (Up to 50% of eligible project costs)

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

***Come Home***  
**To A Place Called**  
**PICAYUNE**

*An hour to New Orleans*

**Safe community**

**Unique downtown**

**Antique stores**

**Local restaurants**

**Fitness centers**

**Year-round recreation**

**Affordable housing**

**Friendly Hometown**

**Free tour and DVD**

**1-800-791-9188**

**picretdev@bellsouth.net**

Hometown Retirement  
**MISSISSIPPI**

This project is partially funded through a grant  
by the Mississippi Development Authority.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE MAYOR AND COUNCIL MEMBERS TO TRAVEL TO NATION LEAGUE  
OF CITIES NOVEMBER 11<sup>TH</sup> THROUGH NOVEMBER 14<sup>TH</sup>, 2008 IN ORLANDO, FL**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request to allow Mayor and Council Members to travel to National League of Cities, November 11<sup>th</sup> through November 14<sup>th</sup>, 2008 in Orlando, FL.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE REQUEST FROM PICAYUNE HOUSING AUTHORITY TO AGREE WITH THEIR DECISION TO WRITE OFF FOUR BURNED UNITS AT THE BEECHWOOD APT COMPLEX**

Motion was made by Council Member Turnage, seconded by Council Member Watkins to approve request from Picayune Housing Authority to agree with their decision to write off four burned units at the Beechwood Apt Complex and authorize a letter stating as such.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 DETAILED ORIGINAL ADOPTED BUDGET FY 2009**

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve request to acknowledge receipt of detailed original adopted budget FY 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE AND ACCEPT THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FY ENDING 09-30-08 AND AUTHORIZE MAYOR AND CITY CLERK TO SIGN THE SAME**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve and accept the Municipal Compliance Questionnaire FY ending 09-30-08 and authorize Mayor and City Clerk to sign the same.

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.

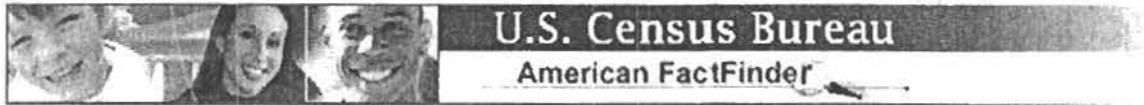
The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

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:  
11,591 2007 (SEE ATTACHMENT)
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, 2007 To: SEPTEMBER 30, 2008
5. Expiration date of current elected officials' term: JUNE 2009



POPULATION FINDER

United States | Mississippi | Picayune city

Picayune city, Mississippi

city/ town, county, or zip

Picayune

state

Mississippi



search by address »

The 2007 population estimate for Picayune city, Mississippi is 11,591.

Note: Information about challenges to population estimates data can be found on the Population Estimates Challenges page.

View population trends...

	2007	2000	1990
Population	11,591	10,535	10,633

Source: U.S. Census Bureau, 2007 Population Estimates, Census 2000, 1990 Census

View more results...

Population for all cities and towns in Mississippi, 2000-2007:

alphabetic | ranked

Map of Persons per Square Mile, City/Town by Census Tract:

2000 | 1990

See more data for Picayune city, Mississippi on the Fact Sheet.

The letters PDF or symbol  indicate a document is in the Portable Document Format (PDF). To view the file you will need the Adobe® Acrobat® Reader, which is available for free from the Adobe web site.

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 (Interim)  
Harvey Miller  
1312 North Beech Street  
Picayune, MS 39466  
601-916-1068

**MUNICIPAL COMPLIANCE QUESTIONNAIRE**  
Year Ended September 30, 20\_\_

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 \*

\* THE BUDGET (FY 2008) WILL BE AMENDED AT THE SECOND COUNCIL MEETING IN OCTOBER (10-21-08). IN FUTURE YEARS, THE AMENDMENTS WILL BE MADE IN A TIMELY MANNER.  
IV-B7

- |  |            |
|--|------------|
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)  | Y<br>_____ |
| 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<br>_____ |
| 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<br>_____ |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)   | Y<br>_____ |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)  | Y<br>_____ |
| 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<br>_____ |
| 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)  | Y<br>_____ |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?  | Y<br>_____ |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)   | Y<br>_____ |
| <b>PART III - Purchasing and Receiving</b>   |            |
| 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]   | Y<br>_____ |
| 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]   | Y<br>_____ |
| 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]   | Y<br>_____ |
| 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)  | Y<br>_____ |

**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<br>_____  |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | N*<br>_____ |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)   | Y<br>_____  |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)                                    | Y<br>_____  |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)   | Y<br>_____  |

**PART V - Taxes and Other Receipts**

- |    |  |            |
|----|--|------------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)  | Y<br>_____ |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)  | Y<br>_____ |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)                                       | Y<br>_____ |
| 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<br>_____ |
| 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<br>_____ |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)            | Y<br>_____ |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)            | Y<br>_____ |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)      | Y<br>_____ |

IV-B9

\* BEGINNING FY 2009, ADEQUATE MILLAGE WAS ASSESSED FOR GENERAL OBLIGATION BONDS.

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

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20\_\_

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of \_\_\_\_\_, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
(City Clerk's Signature)

\_\_\_\_\_  
(Mayor's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

**APPROVE CDBG REQUEST FOR CASH NO. 3 TO THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR CONSULTANT, ENGINEERING AND CONSTRUCTION SERVICES FOR COMMUNITY DEVELOPMENT BLOCK GRANT KATRINA ECONOMIC DEVELOPMENT AGT PROJECT # R-103-297-01-KED**

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve CDBG request for Cash No. 3 in the amount of \$34, 527.00 to the Mississippi Development Authority for consultant, engineering and construction services for Community Development Block Grant Katrina Economic Development AGT Project # R-103-297-01-KED and authorize Mayor to sign the said request and payment of accompanying invoices.

City of Picayune Katrina ED  
(Avon Engineers/Fab. Inc.)

CDBG REQUISITION FORM

REQUISITION NUMBER: 3

CDBG PROJECT NUMBER: R-103-297-01-KED

DATE: Oct. 7, 2008

CDBG BANK ACCOUNTS NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Dungan Engineering, P. A.	\$34,527.50 (CDBG)

APPROVED:

BY:

  
Mayor



**Dungan Engineering, P.A.**

P. O. Box 150  
1574 Highway 98 East  
Columbia, MS 39429

Thursday, August 28, 2008  
Invoice Number: 2

# Invoice

To: **City of Picayune**  
815 North Beech Street  
Picayune, MS 39466

**Project: 1700C037**

**In Reference To:** *Avon Engineered Fabrication-Rail Spur & Access Road*

Project Manager: Brooks Wallace  
Professional Services for the Period:  
7/26/2008 to 8/22/2008

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent of Total Fee</u>	<u>Total Project Amount</u>			
			<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current</u>
Boundary Phase	5,000.00	3.45	100.00	5,000.00	5,000.00	0.00
Design Phase Engineering	69,055.00	47.63	50.00	34,527.50	0.00	34,527.50
Construction Phase Engineering	42,927.00	29.61	0.00	0.00	0.00	0.00
Testing Phase	27,996.00	19.31	0.00	0.00	0.00	0.00

**Total Project Amount** **\$144,970.00**

**Total Phases:** **\$34,527.50**

**Phase Billing Totals:** **\$34,527.50**

**Project Totals:**

**\*\*\* Total Project Invoice Amount: \$34,527.50**

*BRW*  
8-29-08

**RECEIVED**

SEP 03 2008

BY \_\_\_\_\_

Mailing Address 815 N BEECH STREET  
 Street Address  
 City, State Zip PICAYUNE, MS 39466  
 Telephone No 601-798-9770  
 Fax Number  
 Email Address KED-AVON

Bank Account 1720010923  
 Bank Name BANKPLUS  
 Address 951 MEMORIAL BLVD.  
 City, State Zip PICAYUNE, MS 39466  
 Telephone No

R-103-297-01-KED 3  
**FOR MDA USE ONLY**  
 Vendor No.  
 IDIS Voucher Number

Services Rendered From September 1, 2008 Thru September 30, 2008

Section C: Request Per Activity

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 ADMINISTRATION	\$60,000.00	\$15,000.00	\$0.00	\$45,000.00	
2 PUBLIC FACILITIES	\$955,349.00	\$5,000.00	\$34,527.50	\$915,821.50	
3				\$0.00	
4				\$0.00	
5				\$0.00	
6				\$0.00	
Total	\$1,015,349.00	\$20,000.00	\$34,527.50	\$960,821.50	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official 

Date Signed

GREG MITCHELL, MAYOR  
 Typed Name and Title of Authorized Official

SAMPLE & ASSOCIATES, INC.  
 Prepared By

10/1/2008  
 Date Prepared

601-932-9050  
 Preparer's Telephone No.

Applicant: CITY OF PICAYUNE Request No: 3 Grant Number: 0  
 Period Cost - Beginning: September 1, 2008 Ending Date: September 30, 2008 Contract Number: R-103-297-01-KED

1. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
ADMINISTRATION	A.			\$0.00	\$0.00	\$0.00
	B.			\$0.00	\$0.00	\$0.00
	C.					
	D.					
<b>Subtotal:</b>				<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>

2. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
PUBLIC FACILITIES	A.	ENGINEER	DUNGAN ENGS.	\$34,527.50	\$0.00	\$34,527.50
	B.			\$0.00	\$0.00	\$0.00
	C.					
	D.					
<b>Subtotal:</b>				<u>\$34,527.50</u>	<u>\$0.00</u>	<u>\$34,527.50</u>

3. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.						
B.						
C.						
D.						
<b>Subtotal:</b>				<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Cumulative Match Expended To Date:				<u>\$0.00</u>	<u>GRAND TOTAL:</u>	<u>\$34,527.50</u>
Cumulative Federal Expended To Date:				<u>\$54,527.50</u>		

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.  
 I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

GREG MICHHELL, MAYOR  
 \_\_\_\_\_  
 Typed Name and Title of Authorized Official

[Signature]  
 \_\_\_\_\_  
 Signature of Authorized Official

**Community Development Block Grant Consolidated Support Sheet**

Applicant: CITY OF PICAYUNE  
 Request for Cash Number: 3

Contract Number: R-103-297-01-KED  
 Total Amount Requested: \$ 54,527.50

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$60,000.00	\$15,000.00	\$0.00	\$45,000.00
Engineering	\$100,000.00	\$5,000.00	\$34,527.50	\$60,472.50
Specific Line Items as Listed in the Budget:				\$0.00
Acquisition/Appraisal	\$1,000.00	\$0.00	\$0.00	\$1,000.00
Legal	\$2,000.00	\$0.00		\$2,000.00
Rail	\$224,661.00	\$0.00		\$224,661.00
Sewer Lines	\$35,500.00	\$0.00		\$35,500.00
Street/Road Improvements	\$524,750.00	\$0.00		\$524,750.00
Water Lines	\$36,000.00	\$0.00		\$36,000.00
Contingency	\$31,438.00	\$0.00		\$31,438.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total Budget	\$1,015,349.00	\$20,000.00	\$34,527.50	\$960,821.50

Total Funds Request to Date: \$54,527.50  
 Amount of Other Funds Expended to Date: \$0.00  
 CDBG Project Balance \$960,821.50  
 Period of Projected Cash Needs - Beginning: September 1, 2008

Thru Ending Date September 30, 2008

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FOR CASH NO. 3 TO THE MISSISSIPPI DEVELOPMENT  
AUTHORITY FOR 2006 KATRINA SUPPLEMENTAL CDBG PLANNING GRANT**

Motion was made by Council Member Turnage, seconded by Council Member Watkins to approve request for Cash No. 3 to the Mississippi Development Authority for 2006 Katrina Supplemental CDBG Planning Grant in the amount of \$ 8,624.70 and authorize Mayor to sign the said request and payment of accompanying invoices.

CITY OF PICAYUNE

2006 KATRINA SUPPLEMENTAL  
CDBG PLANNING GRANT  
REQUISITION FORM

REQUISITION NUMBER:   3  

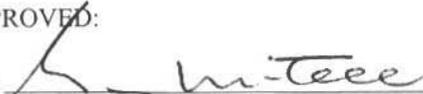
CDBG PROJECT NUMBER: R-103-297-01-KP

DATE:   Oct. 7, 2008  

CDBG BANK ACCOUNT NO:                     

PAYABLE TO:	AMOUNT:
Neel-Schaffer	\$8,624.70 (CDBG)

APPROVED:

BY:   
MAYOR



City of Picayune  
 Attn: Barbara McGrew  
 815 North Beech Street  
 Picayune, MS 39466

August 31, 2008  
 Project No: 00.06764.001  
 Invoice No: 0978063

Project: 00.06764.001 City of Picayune – Comprehensive Plan – Planning Grant for Katrina

**Professional services from August 1, 2008 to August 31, 2008**

**Professional Personnel**

	Hours	Rate	Amount	
Planner III				
Brantley, Patricia G.	71.00	90.00	6,390.00	
Assistant Engineer Manager				
Pittman, Charles J.	1.00	115.00	115.00	
Engineer Manager				
Essary, Michael W.	1.00	132.00	132.00	
Engineering Technician I				
Russell, Adam	3.00	40.00	120.00	
Totals	76.00		6,757.00	
<b>Total Labor</b>				<b>6,757.00</b>

**Reimbursable Expenses**

Reproduction and Printing / <i>Picayune Item News Paper Ad</i>			676.34	
Mileage			373.92	
Lodging			337.44	
Contract Labor			480.00	
<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>1,867.70</b>	<b>1,867.70</b>

**Total this invoice      \$8,624.70**

**RECEIVED**

SEP 21 2008

BY \_\_\_\_\_

Mailing Address 815 N. BEECH STREET  
 Street Address  
 City, State Zip PICAYUNE, MS 39466  
 Telephone No. 601-798-9770  
 Fax Number ATTN: ED PINERO, CITY MANAGER  
 Email Address PLANNING GRANT

Bank Account 1720010923  
 Bank Name: BANKPLUS  
 Address 951 MEMORIAL BLVD.  
 City, State Zip PICAYUNE, MS 39466  
 Telephone No.

Services Rendered  
 From September 1, 2008 Thru September 30, 2008 To

R-103-297-01-KP 3  
 FOR MIDA USE ONLY  
 Vendor No.

IDIS Voucher Number

Approval for Payment

Signature \_\_\_\_\_  
 Date \_\_\_\_\_

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 ADMINISTRATION	\$10,000.00	\$4,000.00	\$0.00	\$6,000.00	
2 PLANNING	\$100,000.00	\$17,856.10	\$8,624.70	\$73,517.20	
3				\$0.00	
4				\$0.00	
5				\$0.00	
6				\$0.00	
<b>Total:</b>	<b>\$110,000.00</b>	<b>\$21,856.10</b>	<b>\$8,624.70</b>	<b>\$79,517.20</b>	

I Herely Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herely Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

  
 Signature of Authorized Official  
 GREG MITCHELL, MAYOR  
 Typed Name and Title of Authorized Official

Date Signed \_\_\_\_\_

SAMPLE & ASSOCIATES, INC.  
 Prepared By  
 601-932-9050  
 Preparer's Telephone No.

10/1/2008  
 Date Prepared

Applicant: CITY OF PICAYUNE Request No: 3 Grant Number: 0  
 Period Cost - Beginning: September 1, 2008 Ending Date: September 30, 2008 Contract Number: R-103-297-01-KP

1. Activity:	ADMINISTRATION			(a)	=	(b)	+	+
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share			
A.	ADMINISTRATION	SAMPLE & ASSOCIATES	\$0.00	\$0.00	\$0.00			\$0.00
B.			\$0.00	\$0.00	\$0.00			\$0.00
C.								
D.								
<b>Subtotal:</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>			<b>\$0.00</b>

2. Activity:	PLANNING			(a)	=	(b)	+	+
Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share			
A.	PLANNING	NEEL-SCHAFFER	\$8,624.70	\$0.00	\$8,624.70			\$8,624.70
B.			\$0.00	\$0.00	\$0.00			\$0.00
C.								
D.								
<b>Subtotal:</b>			<b>\$8,624.70</b>	<b>\$0.00</b>	<b>\$8,624.70</b>			<b>\$8,624.70</b>

3. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
<b>Subtotal:</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Cumulative Match Expended To Date:			<b>\$0.00</b>	<b>GRAND TOTAL:</b>	<b>\$8,624.70</b>	<b>\$8,624.70</b>
Cumulative Federal Expended To Date:			<b>\$30,482.80</b>		<b>\$0.00</b>	<b>\$8,624.70</b>

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.  
 I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

GREG MITCHELL, MAYOR  
 \_\_\_\_\_  
 Typed Name and Title of Authorized Official  
 \_\_\_\_\_  
 Signature of Authorized Official



**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FOR CASH NO. 1 TO THE MISSISSIPPI DEVELOPMENT  
AUTHORITY FOR DOWNTOWN IMPROVEMENTS KATRINA COMMUNITY  
REVITALZATION GRANT**

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request for Cash No. 1 to the Mississippi Development Authority for Downtown Improvements Katrina Community Revitalization Grant in the amount of \$ 16,541.02 and authorize Mayor to sign the said request and payment of the accompanying invoices.

CITY OF PICAYUNE  
DOWNTOWN IMPROVEMENTS  
KATRINA COMMUNITY REVITALIZATION

CDBG REQUISITION FORM

REQUISITION NUMBER: 1 PROJECT NUMBER R-109-297-02-KCR

DATE: Oct. 7, 2008 BANK ACCOUNTS NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Neel-Schaffer, Inc.	\$ 1,541.02 (CDBG)
Sample & Associates, Inc.	\$15,000.00 (CDBG)

APPROVED:

BY:   
Mayor



City of Picayune  
 Attn: Barbara McGrew, Project Manager  
 815 North Beech Street  
 Picayune, MS 39466

August 31, 2008  
 Project No: 00.07241.001  
 Invoice No: 0978097

Project: 00.07241.001 City of Picayune – CDBG Downtown Improvements / Downtown Revitalization  
Professional services from August 1, 2008 to August 31, 2008

**Fee**

Total Fee	101,383.00		
Percent Complete	1.52	Total Earned	1,541.02
		Previous Fee	0.00
		Current Fee Billing	1,541.02
		<b>Total Fee</b>	<b>1,541.02</b>

**Total this invoice \$1,541.02**

Billings to date	Current	Prior	Total
Fee	1,541.02	0.00	1,541.02
<b>Totals</b>	<b>1,541.02</b>	<b>0.00</b>	<b>1,541.02</b>

SAMPLE AND ASSOCIATES, INC.

P. O. BOX 320278  
 1013 N. FLOWOOD DRIVE  
 FLOWOOD, MS 39232

Inv

Date	Inv
9/29/2008	0

Bill To
CITY OF PICAYUNE ATTN: ED PINERO, CITY MANAGER 815 N. BEECH STREET PICAYUNE, MS 39466

P.O. No.	Terms	Project

Quantity	Description	Rate	Amc
	CDBG KATRINA CR PROJECT #R-109-297-02-KCR		
1	APPLICATION PREPARATION	10,000.00	
1	ENVIRONMENTAL CLEARANCE	5,000.00	
		<b>Total</b>	<b>\$</b>

Mailing Address 815 N. BEECH STREET  
 Street Address  
 City, State ZIP PICAYUNE, MS 39466  
 Telephone No. 601-798-9770  
 Fax Number ATTN: ED PINERO, CITY MANAGER  
 Email Address KCR-02 DOWNTOWN IMPS

Bank Account 1720010923  
 Bank Name BANKPLUS  
 Address 951 MEMORIAL BLVD.  
 City, State ZIP PICAYUNE, MS 39466  
 Telephone No.

From September 1, 2008 To September 30, 2008  
 Services Rendered Thu

Section C: Request Per Activity

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance	Activity Numbers
1 ADMINISTRATION	\$90,000.00	\$0.00	\$15,000.00	\$75,000.00	
2 PUBLIC FACILITIES	\$2,088,882.00	\$0.00	\$1,541.02	\$2,087,340.98	
3				\$0.00	
4				\$0.00	
5				\$0.00	
6				\$0.00	
Total	\$2,178,882.00	\$0.00	\$16,541.02	\$2,162,340.98	

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

  
 Signature of Authorized Official

Date Signed

GREG MITCHELL, MAYOR  
 Typed Name and Title of Authorized Official

SAMPLE & ASSOCIATES, INC.  
 Prepared By

601-932-9050  
 Preparer's Telephone No

10/1/2008  
 Date Prepared

R-109-297-02-KCR 1  
 FOR MDA USE ONLY  
 Vendor No.  
 IDIS Voucher Number  
 Approval for Payment

Signature \_\_\_\_\_  
 Date \_\_\_\_\_

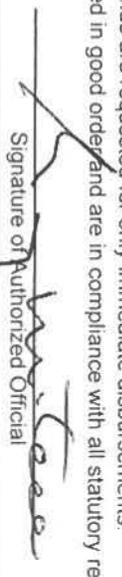
Applicant: CITY OF PICAYUNE Request No: 1 Grant Number: 0  
 Period Cost - Beginning: September 1, 2008 Ending Date: September 30, 2008 Contract Number: R-109-297-02-KCR

1. Activity:	ADMINISTRATION	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.	ADMINISTRATION	SAMPLE & ASSOCIATES		\$15,000.00	\$0.00	\$15,000.00
B.				\$0.00	\$0.00	\$0.00
C.						
D.						
			<b>Subtotal:</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>

2. Activity:	PUBLIC FACILITIES	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.	ENGINEER	NEEL-SCHAFFER		\$1,541.02	\$0.00	\$1,541.02
B.				\$0.00	\$0.00	\$0.00
C.						
D.						
			<b>Subtotal:</b>	<b>\$1,541.02</b>	<b>\$0.00</b>	<b>\$1,541.02</b>

3. Activity:	Line Item	Vendor Name	Invoice #	Invoice Amount	Match Share	Federal Share
A.						
B.						
C.						
D.						
			<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Cumulative Match Expended To Date:				<b>\$0.00</b>	<b>GRAND TOTAL:</b>	<b>\$16,541.02</b>
Cumulative Federal Expended To Date:				<b>\$16,541.02</b>		<b>\$16,541.02</b>

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.  
 I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

GREG MILLICHELL, MAYOR  
 Typed Name and Title of Authorized Official  
  
 Signature of Authorized Official



**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE CONTRACT BY AND BETWEEN THE CITY OF PICAYUNE AND NEEL SCHAFFER, INC FOR ENGINEERING SERVICES FOR THE MDOT PICAYUNE MEMORIAL BLVD PROJECT.**

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve contract by and between the City of Picayune and Neel Schaffer, Inc for engineering services for the MDOT Memorial Blvd Project and authorize Mayor to sign the same.

Revised: 3/15/2006

**CONTRACT AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES**

THIS AGREEMENT is entered into this 7th day of October 2008 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 *paving overlay, drainage improvements, driveways and curb and gutter along Memorial Boulevard, Phase 2, Federal-Aid Project No. STPD-9601-00(005)EM/104798-801000*.

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. *STPD-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.



Revised: 3/15/2006

- 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 **\$173,200.80**, including a fixed fee of **\$17,190.73**, 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 *Jeffery 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.

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- 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

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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

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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

[Signature]  
For the Consultant

Vice President  
Title

**APPENDIX "A"**

AGREEMENT FOR ENGINEERING SERVICES  
 MEMORIAL BOULEVARD IMPROVEMENTS - PHASE 2  
 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 *	Overhead	Total Hourly Rate	Estimated Number of Hours (36 weeks)	Estimated Cost
Project Manager (OH Rate of 160.41%)	\$44.00	\$70.58	\$114.58	180	\$20,624.47
Project Manager (OH Rate of 130.17%)	\$44.00	\$57.27	\$101.27	216	\$21,875.36
Project Engineer (OH Rate of 160.41%)	\$35.00	\$56.14	\$91.14	60	\$5,468.61
Technician (OH Rate of 160.41%)	\$27.50	\$44.11	\$71.61	82	\$5,872.25
Technician (OH Rate of 130.17%)	\$27.50	\$35.80	\$63.30	36	\$2,278.68
Clerical (OH Rate of 160.41%)	\$18.00	\$28.87	\$46.87	70	\$3,281.17
Inspector (OH Rate of 130.17%)	\$23.00	\$29.94	\$52.94	1584	\$83,855.53
(Add all others as applicable)					
SUBTOTAL LABOR COST-----					\$143,256.07
Fixed Fee (12%)-----					\$17,190.73
Direct Expense-----					\$0.00
**Estimated Travel Mileage of 10,800 miles @ \$0.505/Mile-----					\$5,454.00
Meals and Lodging-----					\$400.00
Other Expenses (Reproduction, etc.)-----					\$900.00
TOTAL CONSULTANT ENGINEERING COST-----					\$167,200.80
Commercial Testing Laboratory Expense (Only if Federal-Aid Participating) -----					\$6,000.00
TOTAL CONSTRUCTION ENGINEERING COSTS -----					\$173,200.80

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.  
 Sustainance Records: Secure receipts for meals and lodging and submit for reimbursement.

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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 preconstruction 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.

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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,

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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.

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- 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 advise 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.

Revised: 3/15/2006

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, and age 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 Section 23.43 of 49 CFR Part 23, the following statements regarding disadvantaged business enterprises are included in, and made a part of this CONTRACT and AGREEMENT:
    1. (1.) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with the Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this statement.  
(2.) "DBE Obligation. The DEPARTMENT and the CONSULTANT agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with federal funds provided under this AGREEMENT. In this regard the DEPARTMENT and the CONSULTANT shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The DEPARTMENT and the CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."
    2. The DEPARTMENT shall advise the CONSULTANT that failure to carry out the requirements set forth in 23.43 (a) shall constitute a breach of contract and, after the notification of the DOT, may result in termination of the contract by the DEPARTMENT or such remedy as the DEPARTMENT deems appropriate.

Revised: 3/15/2006

- 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 day of 8 hours and a standard work week of 40 hours. Work in excess of the standard workday or 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 8 hours in any calendar day or 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).

Revised: 3/15/2006

- 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.

Revised: 3/15/2006

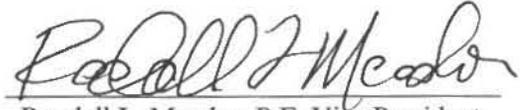
MEMORIAL BOULEVARD ROADWAY IMPROVEMENT PROJECT – PHASE 2  
CITY OF PICAYUNE, MISSISSIPPI  
PEARL RIVER COUNTY  
PROJECT NO. STPD- 9601-00(005)EM/104798-801000

I hereby certify that I am an Officer and duly authorized representative of the firm of *Neel-Schaffer, Inc.*, whose address is *P.O. Box 22625, Jackson, Mississippi, 39225-2625*, and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- (c) paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and the Federal Highway Administration of the United States in connection with the contract involving participation of Federal Aid Funds and is subject to applicable state and federal laws, both criminal and civil.

July 29, 2008  
Date

  
Randall L. Meador, P.E. Vice President  
Neel-Schaffer, Inc.

Revised: 3/15/2006

Project No. STPD-9601-00(005)EM/104798-801000  
County: Pearl River

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

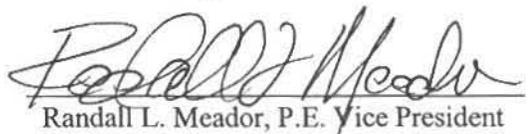
The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modifications of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Form-LLL, "Disclosure Form to Report Lobbying:", in accordance with its instruction.

This certificate is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

July 29, 2008  
Date

  
Randall L. Meador, P.E. Vice President  
Neel-Schaffer, Inc.

Revised: 3/15/2006

**MEMORIAL BOULEVARD ROADWAY IMPROVEMENT PROJECT – PHASE 2  
CITY OF PICAYUNE, MISSISSIPPI  
PEARL RIVER COUNTY  
PROJECT NO. STPD- 9601-00(005)EM/104798-801000**

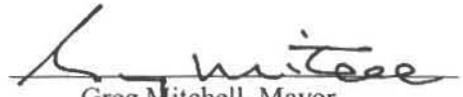
**CERTIFICATION OF LOCAL JURISDICTION**

I hereby certify that I am the Mayor of the City of *Picayune*, Mississippi and that the ENGINEER or his representative have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person or;
- (b) pay, or agree to pay any, to any firm or person, or organization any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Mississippi Department of Transportation and to the Federal Highway Administration in connection with the contract involving participation of Federal Aid Funds, and is subject to applicable state and federal laws, both criminal and civil.

10/07/08  
Date

  
Greg Mitchell, Mayor

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT BID PROPOSALS RECEIVED FOR THE CONSTRUCTION OF THE ACCESS ROAD AT THE NEW PICAYUNE FIRE STATION AND AWARD BID TO LOW BIDDER, HUEY STOCKSTILL, INC**

Motion was made Council Member Bounds, seconded by Council Member Turnage to accept bid proposals received for the construction of the access road at the new Picayune Fire Station and award bid to low bidder, Huey Stockstill, Inc in the amount of \$411,568.90 and authorize Mayor to sign relative contract and contract documents.

City of Picayune  
 Fire Station Access Road  
 2006 Katrina Supplemental CD8G Project # R-103-297-01-KCR  
 October 1, 2008 - 10:00 AM  
 Certified Bid Tabulation

Pay Item	Description	Unit	Qty.	Huey Stockstill, Inc.		Hensley R. Lee Contracting, Inc.	
				Unit Price	Subtotal	Unit Price	Subtotal
S-200-A	Mobilization	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 10,500.00	\$ 10,500.00
S-201-A	Clearing & Grubbing	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 9,123.00	\$ 9,123.00
S-202-B	Removal of Concrete Headwall	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 305.00	\$ 305.00
S-202-C	Removal of Concrete Curb	LF	920	\$ 7.00	\$ 6,440.00	\$ 6.62	\$ 6,090.40
S-203-A	Unclassified Excavation (PM)	CY	1235	\$ 15.00	\$ 18,525.00	\$ 12.35	\$ 15,252.25
S-203-J	Stripping Excavation (FM)	CY	540	\$ 15.00	\$ 8,100.00	\$ 9.00	\$ 4,860.00
S-206-A	Structure Excavation	CY	45	\$ 11.00	\$ 495.00	\$ 13.50	\$ 607.50
S-211-A	Topsoil for Slope Treatment	SY	3680	\$ 2.00	\$ 7,360.00	\$ 4.00	\$ 14,720.00
S-212-A	Agricultural Limestone	TON	1.5	\$ 110.00	\$ 165.00	\$ 121.00	\$ 181.50
S-212-B	Commercial Fertilizer (13 : 13 : 13 )	TON	0.23	\$ 1,000.00	\$ 230.00	\$ 1,100.00	\$ 253.00
S-212-F	Ammonium Nitrate	TON	0.075	\$ 1,000.00	\$ 75.00	\$ 1,100.00	\$ 82.50
S-214-A	Seeding	ACRE	0.76	\$ 2,000.00	\$ 1,520.00	\$ 600.00	\$ 456.00
S-215-A	Vegetative Materials for Mulch	TON	1.5	\$ 500.00	\$ 750.00	\$ 600.00	\$ 900.00
S-233-A	Temporary Silt Fence	LF	1900	\$ 1.00	\$ 1,900.00	\$ 1.50	\$ 2,850.00
S-235-A	Temporary Erosion Checks	BALE	20	\$ 10.00	\$ 200.00	\$ 91.00	\$ 1,820.00
S-304-A	Granular Material (F.M.) (Class 9, Group B)	CY	4420	\$ 16.00	\$ 70,720.00	\$ 11.00	\$ 48,620.00
S-403-A	Hot Mix Asphalt Pavement (ST) (9.5 mm)	TON	750	\$ 114.00	\$ 85,500.00	\$ 126.73	\$ 95,047.50
S-403-A	Hot Mix Asphalt Base Course (ST) (19-mm)	TON	1020	\$ 100.00	\$ 102,000.00	\$ 126.73	\$ 129,264.60

CERTIFIED CORRECT BY:  
  
 Brooks Wallace, P.E.

Bid Items		Huey Stockstill, Inc.		Hensley R. Lee Contracting, Inc.			
S-408-A	Asphalt for Prime Coat (EA-1)	GAL.	1478	\$ 0.05	\$ 73.90	\$ 10.00	\$ 14,780.00
S-601-B	Class B Structural Concrete, Minor Structures (Headwall)	CY	0.84	\$ 4,200.00	\$ 3,528.00	\$ 1,500.00	\$ 1,260.00
S-603-C-A	15" Reinforced Concrete Pipe, Class III	LF	40	\$ 48.00	\$ 1,920.00	\$ 56.00	\$ 2,240.00
S-603-C-A	18" Reinforced Concrete Pipe, Class III	LF	32	\$ 60.00	\$ 1,920.00	\$ 61.00	\$ 1,952.00
S-603-C-A	24" Reinforced Concrete Pipe, Class III	EA	228	\$ 51.00	\$ 11,528.00	\$ 69.00	\$ 15,732.00
S-609-A	Concrete Gutter	LF	133	\$ 17.00	\$ 2,261.00	\$ 15.87	\$ 2,110.71
S-609-D	Combination Concrete Curb & Gutter	LF	2370	\$ 15.00	\$ 35,550.00	\$ 16.00	\$ 37,920.00
S-618-A	Maintenance of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
S-618-B	Additional Construction Signs	SF	10	\$ 14.00	\$ 140.00	\$ 50.00	\$ 500.00
S-621-E-2	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 mils)	MILE	0.5	\$ 10,000.00	\$ 5,000.00	\$ 3,500.00	\$ 1,750.00
S-621-H-2	Thermoplastic Legend (White) (90 mils)	SF	32	\$ 10.00	\$ 320.00	\$ 25.00	\$ 800.00
S-630-A	Reflectorized Traffic Warning Sign (Encapsulated Lens)	EA	3	\$ 120.00	\$ 360.00	\$ 100.00	\$ 300.00
S-630-B	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	EA	3	\$ 120.00	\$ 360.00	\$ 100.00	\$ 300.00
S-805-A	Reinforcement Steel (Headwall)	LB	88	\$ 6.00	\$ 528.00	\$ 1.50	\$ 132.00
901-S-604-D	(3'x5') SS-2 Inlets (0'-6')	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 2,675.00	\$ 8,025.00
901-S-604-E	(3'x5') SS-2 Inlets (0'-6') with 5' Extension	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
<b>TOTAL BID:</b>					<b>\$ 411,568.90</b>		<b>\$ 441,734.96</b>

CERTIFIED CORRECT BY:

Brooks Wallace, P.E.

Bid Items				Twin L. Construction, Inc.		McDonald Construction, Inc of Sildell	
Pay Item	Description	Unit	Qty.	Unit Price	Subtotal	Unit Price	Subtotal
S-200-A	Mobilization	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
S-201-A	Clearing & Grubbing	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00
S-202-B	Removal of Concrete Headwall	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
S-202-C	Removal of Concrete Curb	LF	920	\$ 5.75	\$ 5,290.00	\$ 3.00	\$ 2,760.00
S-203-A	Unclassified Excavation (PM)	CY	1235	\$ 11.50	\$ 14,202.50	\$ 6.00	\$ 7,410.00
S-203-J	Stripping Excavation (FM)	CY	540	\$ 11.50	\$ 6,210.00	\$ 6.00	\$ 3,240.00
S-206-A	Structure Excavation	CY	45	\$ 11.50	\$ 517.50	\$ 8.00	\$ 360.00
S-211-A	Topsoil for Slope Treatment	SV	3680	\$ 17.25	\$ 63,480.00	\$ 2.00	\$ 7,360.00
S-212-A	Agricultural Limestone	TON	1.5	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,250.00
S-212-B	Commercial Fertilizer (13 : 13 : 13)	TON	0.23	\$ 4,000.00	\$ 920.00	\$ 3,000.00	\$ 690.00
S-212-F	Ammonium Nitrate	TON	0.075	\$ 2,000.00	\$ 150.00	\$ 3,000.00	\$ 225.00
S-214-A	Seeding	ACRE	0.76	\$ 5,000.00	\$ 3,800.00	\$ 2,000.00	\$ 1,520.00
S-215-A	Vegetative Materials for Mulch	TON	1.5	\$ 1,000.00	\$ 1,500.00	\$ 500.00	\$ 750.00
S-233-A	Temporary Silt Fence	LF	1900	\$ 3.45	\$ 6,555.00	\$ 3.00	\$ 5,700.00
S-235-A	Temporary Erosion Checks	BALE	20	\$ 25.00	\$ 500.00	\$ 14.00	\$ 280.00
S-304-A	Granular Material (F.M.) (Class 9, Group B)	CY	4420	\$ 15.00	\$ 66,300.00	\$ 18.00	\$ 79,560.00
S-403-A	Hot Mix Asphalt Pavement (ST) (9.5 mm)	TON	750	\$ 172.50	\$ 129,375.00	\$ 158.00	\$ 118,500.00
S-403-A	Hot Mix Asphalt Base Course (ST) (19-mm)	TON	1020	\$ 172.50	\$ 175,950.00	\$ 158.00	\$ 161,160.00

CERTIFIED CORRECT BY:

Brooks Wallace, P.E.

Bid Items		Twin L. Construction, Inc.		McDonald Construction, Inc of Slidell			
S-408-A	Asphalt for Prime Coat (EA-1)	GAL.	1478	\$ 23.00	\$ 33,994.00	\$ 5.00	\$ 7,390.00
S-601-B	Class B Structural Concrete, Minor Structures (Headwall)	CY	0.84	\$ 2,300.00	\$ 1,932.00	\$ 2,000.00	\$ 1,680.00
S-603-C-A	15" Reinforced Concrete Pipe, Class III	LF	40	\$ 46.00	\$ 1,840.00	\$ 42.00	\$ 1,680.00
S-603-C-A	18" Reinforced Concrete Pipe, Class III	LF	32	\$ 48.00	\$ 1,536.00	\$ 48.00	\$ 1,536.00
S-603-C-A	24" Reinforced Concrete Pipe, Class III	EA	228	\$ 63.00	\$ 14,364.00	\$ 72.00	\$ 16,416.00
S-609-A	Concrete Gutter	LF	133	\$ 21.00	\$ 2,793.00	\$ 12.00	\$ 1,596.00
S-609-D	Combination Concrete Curb & Gutter	LF	2370	\$ 24.50	\$ 58,065.00	\$ 27.50	\$ 65,175.00
S-618-A	Maintenance of Traffic	LS	1	\$ 36,810.00	\$ 36,810.00	\$ 1,500.00	\$ 1,500.00
S-618-B	Additional Construction Signs	SF	10	\$ 115.00	\$ 1,150.00	\$ 30.00	\$ 300.00
S-621-E-2	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 mills)	MILE	0.5	\$ 57.50	\$ 28.75	\$ 5,280.00	\$ 2,640.00
S-621-H-2	Thermoplastic Legend (White) (90 mills)	SF	32	\$ 57.50	\$ 1,840.00	\$ 38.00	\$ 1,216.00
S-630-A	Reflectorized Traffic Warning Sign (Encapsulated Lens)	EA	3	\$ 287.50	\$ 862.50	\$ 200.00	\$ 600.00
S-630-B	Reflectorized Traffic Regulatory Sign (Encapsulated Lens)	EA	3	\$ 287.50	\$ 862.50	\$ 200.00	\$ 600.00
S-805-A	Reinforcement Steel (Headwall)	LB	88	\$ 10.00	\$ 880.00	\$ 2.50	\$ 220.00
901-S-604-D	(3'x5') SS-2 Inlets (0'-6')	EA	3	\$ 41.40	\$ 124.20	\$ 2,900.00	\$ 8,700.00
901-S-604-E	(3'x5') SS-2 Inlets (0'-6') with 5' Extension	EA	1	\$ 4,887.50	\$ 4,887.50	\$ 3,700.00	\$ 3,700.00
<b>TOTAL BID:</b>					<b>\$ 651,719.45</b>		<b>\$ 512,714.00</b>

CERTIFIED CORRECT BY:



Brooks Wallace, P.E.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING: None**

The motion was declared carried.

**APPROVE CONTRACT BY AND BETWEEN CITY OF PICAYUNE AND HUEY STOCKSTILL, INC FOR ROADWAY IMPROVEMENTS ON MEMORIAL BLVD PROJECT NO STPD-9601-(005)EM/104798/801000.**

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve contract by and between City of Picayune and Huey Stockstill, Inc for roadway improvements on Memorial Blvd Project NO. STPD-9601-(005)EM/104798/80100 and authorize Mayor to sign the same.

SECTION 902

CONTRACT

This Contract, made this the 7th day of October, 2008, by and between the CITY OF PICAYUNE, MISSISSIPPI, a municipal corporation, hereinafter called "Owner" and Huey Stockstill, Inc. doing business as a Corporation located in Picayune, MS 39466, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

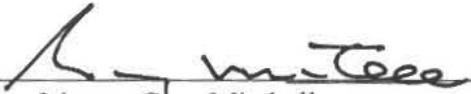
1. THE CONTRACTOR will commence and complete the construction of MEMORIAL BOULEVARD ROADWAY IMPROVEMENTS – PHASE 2 said project being designated Surface Transportation Project No. STP-9601-00(005)EM/104798-801000, Pearl River County and being more completely described in the Contract Documents and on the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS on or before a date to be specified in a written NOTICE TO PROCEED by the OWNER and will complete the same as set out in the Contract Documents unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages as provided for in Section 108 of the Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Contractor's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition, Special Provisions to the Standard Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications in the Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Picayune, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract Unit prices therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed, which is estimated as being the sum of **One million, four hundred ninety two thousand, three hundred twenty three and 00/100 \$(1,492,323.00)**, in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor agrees and binds himself (itself) to indemnify and hold harmless and to defend all claims or suits against the City of Picayune and its authorized representatives, including the engineer and its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the Contractor, or from any suit or claim brought against the City of Picayune by reason of alleged damages or the taking of property under Section 1 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The City of Picayune and its authorized representatives, including the engineer, are not responsible for the construction means, methods, techniques, sequences or procedures or for safety precautions or programs of the Contractor or his agents, including subcontractors.
7. It is further agreed that the work shall be completed to the satisfaction of the City of Picayune Department of Public Works or the authorized representatives; and subject to inspection at all times and approval by the Mississippi Department of Transportation and the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved.
8. The Contractor agrees that all labor as outlined in the Special Provisions may be secured from labor furnished by the Mississippi Employment Security Commission, Picayune, Mississippi.
9. It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion. The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.
10. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of **One million, four hundred ninety two thousand, three hundred twenty three and 00/100 \$( 1,492,323.00 )**.
11. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of **One million, four hundred ninety two thousand, three hundred twenty three and 00/100 \$( 1,492,323.00 )**.
12. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
13. The Owner will pay to the Contractor in the manner and as such times and amounts as set forth in the Contract Documents.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly officials, this Contract in ten (10) counterparts, each of which shall be deemed an original on the above written.

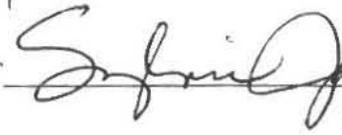
CITY OF PICAYUNE, MISSISSIPPI

CONTRACTOR

BY   
Mayor, Greg Mitchell

BY 

ATTEST   
Deputy City Clerk, Leann Smith

ATTEST 

(Seal)

(Seal)

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO DESIGNATE AND APPLICANT AGENT FOR HURRICANE GUSTAV, DISASTER NO. DR-1794-MS**

Motion was made by Council Member Watkins, seconded by Council Member Guy to designate Barbara McGrew as applicant agent for Hurricane Gustav, Disaster No. DR\_1794-MS and authorize Mayor to sign the State-Local Disaster Assistance Agreement.

**STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY  
STATE-LOCAL DISASTER ASSISTANCE AGREEMENT**

**DISASTER:** DR-1794-MS  
**APPLICANT ID NO:** \_\_\_\_\_  
**APPLICANT NAME:** City of Picayune

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency and the undersigned State Agency and political subdivision of the State, private nonprofit organizations or authorized tribal organizations. This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referred disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
5. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
6. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB circulars A-87, A-102, A-110, A-122, A-128, and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
7. The Applicant shall provide Quarterly Reports to the State which indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
8. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
9. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
10. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
11. The Applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.

12. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statues and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for another approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44CFR Part 206.
25. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity to the State.

**Signed for the Applicant (Certifying Representative):**

<u>Greg H. Mitchell</u>	_____	<u>10/07/08</u>
NAME	SIGNATURE	DATE

**Signed for the State (Governor's Authorized Representative):**

<u>Thomas M. "Mike" Womack</u>	_____	_____
NAME	SIGNATURE	DATE

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: Mayor & City Council OF: Picayune
Governing Body City, County, Other Entity

THAT Barbara McGrew Grants Administrator
Name of Designated Agent Official Position

ADDRESS: 815 N. Beech Street TELEPHONE (W) 601-798-9778 (H) 601-798-6298
Picayune, MS 39466

is hereby authorized to execute for and in behalf of City of Picayune
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 7th DAY OF October 20 08.

Name and Title
Name and Title
Name and Title

Name and Title
Name and Title
Name and Title

CERTIFICATION

I, Priscilla Daniel, duly appointed City Clerk Title
of, City of Picayune, do hereby certify that the above is a true and
correct copy of a resolution passed and approved by the Mayor & City Council
Governing Body
of City of Picayune on the 7th day of October, 20 08.

October 7, 2008
DATE

SIGNATURE

MEMA PA-1 (REV 5/95)

The following roll call was made:

VOTING YEA: Mayor Mitchell, Council Members Guy, Watkins, Parker, Turnage 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 Watkins to amend the agenda to remove the following properties that have been cleaned off the Public Hearing list:

401 South Curran Ave  
2131 Millswood Drive  
2205 Millswood Drive  
2404 Hillsdale Road  
Elizabeth Street lots 6 & 7; parcel 617-515-001-05-063

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 Parker, seconded by Council Member Bounds 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

510 WEST CANAL ST  
700 CARTER ST  
606 RICHARDS ST

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FOR GLEN GIBSON AND RAYMOND WOOD TO ATTEND MS NATURAL GAS OPERATOR SEMINAR FOR CONTINUING EDUCATION TECHNICAL TRAINING ON OCTOBER 14-15, 2008 IN VICKSBURG, MS**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve request for Glen Gibson and Raymond Wood to attend MS Natural Gas Operator Seminar for continuing education technical training on October 14-15, 2008 in Vicksburg, MS.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FOR THOMAS CLARK AND MICHAEL ODOM TO ATTEND ANTI-GANG CONFERENCE IN RICHLAND, MS ON NOVEMBER 19-20, 2008**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request for Thomas Clark and Michael Odom to attend Anti-Gang Conference in Richland, MS on November 19-20, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST FOR LANE PITTMAN TO ATTEND ECD INSTRUCTOR CERTIFICATION COURSE**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve request for Lane Pittman to attend ECD Instructor Certification Course.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE REQUEST FOR RECOGNITION OF THE "MAIN STREET" COMMITTEE AND CONTRIBUTORS FOR DONATION OF POLICE BICYCLES AND ACCEPTANCE OF SAID BICYCLES**

Motion made Council Member Watkins, seconded by Council Member Guy to table request for recognition of the "Main Street" Committee and contributors for donating two fully equipped Police Bicycles and acceptance until October 21, 2008. The Main Street Committee was unable to attend this meeting so the Police Department wished to wait until they could be available.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE CHIEF KEITH BROWN TO ATTEND “EMERGENCY PREPAREDNESS RESPONSE AND RECOVERY CONFERENCE” IN NEW ORLEANS, LA OCTOBER 8-9, 2008**

Motion was made by Council Member Bounds, seconded by Council Member Guy to authorize travel for Chief Keith Brown to attend “Emergency Preparedness Response and Recovery Conference in New Orleans, LA October 8-9, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE T-HANGER LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND THOMAS ELLIS**

Motion was made by Council Member Bounds, seconded by Council Member Guy to approve T-Hanger Lease Agreement by and between The City of Picayune and Thomas Ellis.

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **1st** day of **September, 2008**, by and between the City of Picayune, hereinafter referred to as "Lessor" and **Thomas Ellis**, 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 **I-15** located at the Picayune Municipal Airport, Picayune, Mississippi, together with reasonably necessary rights of access across Lessor's adjoining areas. Lessee has inspected the T-Hangar and accepts the T-Hangar in its present condition.

2. **TERMS**

The term of this Agreement shall be **yearly**, with the term to begin on the **1<sup>st</sup> day of September**, and continue thereafter **yearly** 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 **\$250.00** plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street, Picayune, Mississippi 39466, or by personal delivery to

815 North Beech Street, Picayune, Mississippi 39466, or by personal delivery to the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS 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. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby 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, Lessor shall be responsible for the connection of electric services for the Hangar. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not

present.

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 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 accepted.

**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

As to Lessor: City Manager  
815 North Beech Street  
Picayune, MS 39466

At to Lessee: Thomas Ellis  
148 Runway Rd. Bldg. A  
Picayune, MS 39466

WITNESS the signatures of the parties hereto, this the 7th of October, 2008.

LESSOR: CITY OF PICAYUNE

BY: \_\_\_\_\_  
Greg Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

LESSEE: \_\_\_\_\_

WITNESS:  
\_\_\_\_\_

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE T-HANGER LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND ROBERT WYATT**

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve T-Hanger Lease Agreement by and between The City of Picayune and Robert Wyatt.

**STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER**

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **15<sup>th</sup>** day of **September, 2008**, by and between the City of Picayune, hereinafter referred to as "Lessor" and **Robert Hyatt**, 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 **M-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. **TERMS**

The term of this Agreement shall be **monthly**, with the term to begin on the **15<sup>th</sup> day of September**, and continue thereafter **monthly** 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 **\$250.00** plus a **\$250.00** hangar deposit fee is due at the inception of this contract. 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. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS 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. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby 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, Lessor shall be responsible for the connection of electric services for the Hangar. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

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 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 accepted.

**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

At to Lessee: Robert Hyatt  
847 Cole Ct.  
Covington, La 70433

WITNESS the signatures of the parties hereto, this the 7th of October, 2008.

LESSOR: CITY OF PICAYUNE

BY: \_\_\_\_\_  
Greg Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

LESSEE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 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 Guy, Watkins, Parker, Turnage 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 Watkins to return to regular session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AT THIS TIME COUNCIL MEMBERS TURNAGE AND BOUNDS EXITED THE MEETING**

**ORDER TO ENTER EXECUTIVE SESSION**

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

- A. Contractual matter with EPA
- B. Contractual matter with Industrial Park
- C. Contractual matter Picayune Intermodal Center
- D. Contractual matter concerning Bond Issues
- E. Possible Contractual Matter with Pearl River County
- F. Contractual matter with SPCA

- G. Possible lease of real property
- H. Personnel Matter

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH EPA**

Motion was made by Council Member Guy, seconded by Council Member Parker to reimburse Brown's Funeral Home \$1500 as a compromise of a doubtful claim for tree removal.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH INDUSTRIAL PARK**

NO ACTION TAKEN-DISCUSS AT NEXT MEETING

**CONTRACTUAL MATTER WITH PICAYUNE INTERMODAL CENTER**

Motion was made by Council Member Parker, seconded by Council Member Watkins to accept change order #2 and establish final payment in the amount of \$866,112.72 contingent upon Council determination of amount of liquidated damages to be assessed pursuant to the terms of the contract.

# Hartman Engineering, Inc.

*Consulting Engineers*

September 20, 2008

Ms. Barbara McGrew  
Director of Planning and Development  
City of Picayune  
815 North Beech Street  
Picayune, MS 39466

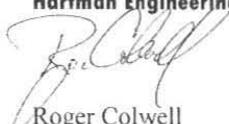
Subject: FTA – Picayune Intermodal Transportation Center (ITC)  
Change Order No. 2

Mr. McGrew:

During the ITC construction process, there have been four items identified that were requested by the City of Picayune to be altered from the original as-bid scope of work. The original specifications identified the use of electrical heating; however, these heating units were changed at the City's request to utilize the City's supply of natural gas. The cost of exterior lighting changed due to the type of lighting chosen by the City, which cost more than budgeted. The original budget was subtracted from cost to what is identified in Change Order No. 2. The chosen paint colors were changed following application and visual inspections, thus incurring added paint material and labor costs. The walkway from the building to the passenger platform required modifications and changes to the type of walkway were made for the use of recessed, engraved memorial bricks in two places. These changes have been inspected and verified that the improvements have occurred satisfactorily.

We have prepared and enclosed Change Order No. 2 for this project and recommend approval. Should you have any questions or require additional information, please feel free to contact me.

Sincerely,  
**Hartman Engineering Inc.**



Roger Colwell  
Project Manager

Enclosure

CITY OF PICAYUNE, MISSISSIPPI

---

Change Order No.:   2  

Date:   09/20/08  

---

Name of Project: FTA – Picayune Intermodal Transportation Center

Engineer: Hartman Engineering, Inc.

Contractor: Kanduit Construction Inc.

---

It is hereby mutually agreed that when this change order has been signed by the contracting parties the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

---

Description of Changes:

Change from electrical to gas heating units	\$948
Change of paint, while work in progress	\$1,600
Exterior Light fixtures, difference in budget	\$604.72
Walkway, from back door to passenger Platform (difference in changes of original)	\$4,980

Justification For Changes:

- City's interest to utilize gas for heating instead of specifications in plans
  - Unsatisfied with original color identified
  - Upgraded lighting
  - ADA requirements for handicap access to passenger platform from building to the railroad passenger platform and changes from original design
- 

Contractor's Proposal for the Above Described Change:

I/We hereby agree to the modifications of the contract as described above and furnish all materials and labor and perform all work in connection therewith in accordance with the requirements for similar work in existing contract, as per the Proposals dated 4/18/2008.

---

Change Order No.  2

Name of Project: FTA – Picayune Intermodal Transportation Center

Contractor:  Kanduit Construction Inc.

\_\_\_\_\_  
Contractor's Signature

RECOMMENDED BY: Hartman Engineering, Inc.

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

DATE: \_\_\_\_\_

APPROVED BY:

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

Greg Mitchell, Mayor

DATE: \_\_\_\_\_

STATEMENT OF CONTRACT AMOUNT:

ORIGINAL CONTRACT AMOUNT	\$851,180.00
PREVIOUS ADDITION(S) (CO#1)	\$6,800.00
TOTAL	\$857,980.00
PREVIOUS DEDUCTION(S)	\$0.00
NET PRIOR TO CHANGE	\$857,980.00
AMOUNT OF CHANGE (ADD) (CO#2)	\$8,132.72
CONTRACT AMOUNT TO DATE	\$866,112.72

ORIGINAL CONTRACT TIME	195 D
PREVIOUS ADDITION(S)	
TOTAL	195 D
PREVIOUS DEDUCTION(S)	
NET PRIOR TO CHANGE	195 D
AMOUNT OF CHANGE (ADD)	
CONTRACT TIME TO DATE	195 D

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER CONCERNING BOND ISSUES**

NO ACTION TAKEN-DISCUSS AT NEXT MEETING

**CONTRACTUAL MATTER WITH PEARL RIVER COUNTY**

Motion was made by Council Member Watkins, seconded by Council Member Parker to authorize Mayor to sign a Memorandum of Understanding by and between the City of Picayune and Pearl River County concerning the paving of Amelia St.

MEMORANDUM OF UNDERSTANDING

October 1, 2008

This agreement by and between The City of Picayune and Pearl River County is to asphalt pave Amelia Street within the City of Picayune. The City of Picayune will buy the asphalt for this project and Pearl River County will provide the labor and equipment to haul, lay and compact the asphalt pavement. The first 1200 linear feet of Amelia Street is to be 18 feet wide and the final 600 linear feet is to be 10 feet wide.

---

Greg Mitchell, Mayor  
City of Picayune

---

Board of Supervisors  
Pearl River County

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACUTUAL MATTER WITH SPCA**

Motion was made by Council Member Parker, seconded by Council Member Watkins to renew contract by and between the City of Picayune and Pearl River County SPCA for 12 additional months at \$3,325 per month and authorize the Mayor to sign the same.

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STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER  
CITY OF PICAYUNE

(FY 2009)

**ANIMAL SHELTER AGREEMENT**

This Animal Shelter Agreement made and entered into upon this, the 30<sup>th</sup> day of Sept., A.D., 2008, by and between the **Pearl River County Society for the Prevention of Cruelty to Animals**, a non-profit Mississippi corporation, hereinafter called "SPCA," and the **City of Picayune**, a Municipal corporation of the State of Mississippi, hereinafter called "City."

WHEREAS, the Mayor and Council of the City of Picayune find that it would be in the best interest and welfare of the City of Picayune, and its citizens, that a contract be entered into with the Pearl River County SPCA for the purpose of housing and providing shelter for stray and unwanted animals picked up by the Animal Control Officer, and for the other purposes provided by Ordinance for care, maintenance, and, as needed, the humane disposal of such animals, and

WHEREAS, the City of Picayune is the owner of an animal shelter and is willing to make said animal shelter available to the SPCA for the purposes hereinafter set forth.

NOW THEREFORE, in the furtherance thereof the parties agree, each with the other, as follows, to-wit:

1. **Duties and obligations of the City:**

a) The City shall make available to the SPCA for such period of time as the SPCA shall use said premises in conformity with the agreement, the Picayune Animal Shelter building and incidental grounds thereabout, for a term ending on September 30, 2009; further, the City shall maintain the heat, air conditioning, plumbing, freezer and roof. Insofar as it may lawfully do so, the City has and does by these presents hereby release and discharge the SPCA from any cause of action for personal injury occurring in the building.

b) For the services to be performed under this agreement, the City shall pay into a bank account to be known as the Animal Shelter Account, which account is subject to audit by City auditors, the sum of \$3,325.00 per month, commencing on October 1, 2008. This bank account shall be under the control and supervision of the SPCA.

c) From time to time, the Animal Control Officer shall deliver to the SPCA at said animal shelter building such animals as may be taken into custody in violation of the Ordinance of the City of Picayune, and the Animal Control Officer shall be responsible for unloading such animal or animals into a mutually agreeable holding area or pen, and shall receive a receipt for each such animal delivered into the holding area or pen.

d) The Animal Control Officer shall make timely disclosure to the SPCA personnel any information that has come to his attention concerning the ownership of any such animal or the health or behavior of such animal.

e) The Animal Control Officer shall not deliver to the SPCA any animal which is readily determined to be rabid or which otherwise presents a clear and present danger to the public safety. Such animals shall be treated, on a case basis, under guidelines agreed upon by the City, the SPCA, and the Mississippi State Health Department.

**2. Duties and obligations of the SPCA:**

a) The SPCA shall staff and man the facility.

b) The SPCA shall make every reasonable effort to locate the owner of animals delivered to the animal shelter.

c) The SPCA shall care for the animals, maintain the facility in a clean and orderly condition, pay for all utilities, and conduct the day-to-day operation of the facility in conformity with all applicable federal, state and local laws or ordinances, to include but not limited to the disposal of animals in accordance with applicable laws and ordinances.

d) The SPCA shall operate the Animal Shelter on a continuous basis, with the actual hours which the shelter is open to the public to be determined by the SPCA. However, the hours which the shelter is open to the public shall not be less than thirty (30) hours per week, said hours to be set by a Letter Agreement between the SPCA and the City Manager. Likewise, procedure for receipt of animals after hours shall be established by Letter of Agreement between the SPCA and the City Manager.

e) All records of operation or funds received and expended by the SPCA under the provisions of this agreement are available to the City, or its auditors, upon reasonable notice. The SPCA shall provide an annual financial report to City.

**3. Special provisions:**

a) This agreement may be terminated by either party upon 60 days written notice to the other party.

b) Provisions not covered by this agreement, or renegotiation of any part of this agreement, may be undertaken by mutual consent of the parties.

c) The parties agree that medical evaluation of said animals is not the responsibility of the SPCA, and the City agrees to indemnify the SPCA, its agents, volunteers, employees, board of directors, officers, successors, and assigns from any responsibility or liability resulting from the physical condition and/or actions of said animals, both during the holding period and after their release, if any.

d) Court Animals. Those animals that are ordered held, seized or otherwise retained by a court of law will be accepted by the SPCA from the Animal Control Officer as provided in this Agreement. For every such animal delivered, the City agrees to deliver to the SPCA within seventy-two (72) hours of delivery of the animal the pertinent court documentation evidencing the court's intent to hold, seize or otherwise retain such animal. If such documentation is not forthcoming within seventy-two (72) hours of delivery of the animal, disposition of the animal is left to the sole discretion of the SPCA. The cost per day on animals held in court cases shall be as set forth below.

e) If it is determined by a City judge or other City authority that the animal shall be held for a greater period than 72 hours, the City agrees to reimburse the SPCA Animal Shelter at the rates listed below for the total amount of time the SPCA is required to hold the animal. It shall be the responsibility of the City to recover the cost from the animal's owner.

- 1) FOR CATS IMPOUNDED DURING ONE (1) CALENDAR YEAR:
  - a) First Offense-----\$10.00 plus \$1.00 for each day of impoundment
  - b) Second Offense-----\$15.00 plus \$1.00 for each day of impoundment
  - c) Third Offense-----\$25.00 plus \$1.00 for each day of impoundment
  - d) Fourth or Subsequent Offense---\$100.00 plus \$1.00 for each day of impoundment.
  
- 2) FOR DOGS IMPOUNDED DURING ONE (1) CALENDAR YEAR:
  - a) First Offense-----\$10.00 plus \$2.00 for each day of impoundment
  - b) Second Offense-----\$20.00 plus \$2.00 for each day of impoundment
  - c) Third Offense-----\$40.00 plus \$2.00 for each day of impoundment
  - d) Fourth or Subsequent Offense---\$100.00 plus \$2.00 for each day of impoundment.

- 3) FOR LIVESTOCK IMPOUNDED DURING ONE (1) CALENDAR YEAR:
- a) First Offense-----\$ 40.00 plus \$5.00 for each day of impoundment
  - b) Second Offense-----\$ 75.00 plus \$5.00 for each day of impoundment
  - c) Third Offense-----\$100.00 plus \$5.00 for each day of impoundment
  - d) Fourth or Subsequent Offense---\$200.00 plus \$5.00 for each day of impoundment.
- 4) RABIES VACCINATION CHARGE:
- All charges for rabies vaccination, if required, while in the care of the Picayune Animal Shelter.
- 5) These fees are exclusive of any fines, cost of court, etc., which may result from any violation of any section of this ordinance.

WITNESS our signatures, in duplicate copies, for the purposes herein above set forth and on the date herein above first written in the City of Picayune, Pearl River County, Mississippi.

**Pearl River County Society for the  
Prevention of Cruelty to Animals**

BY: Maria Diamond  
Maria Diamond, President

**City of Picayune**

BY: Greg Mitchell  
Greg Mitchell, Mayor

ATTEST:

*Deputy*  
Glenn Smith, D.C.  
City Clerk

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Maria Diamond**, President of the Pearl River County Society for the Prevention of Cruelty to Animals, who acknowledged to me that she signed, executed, and delivered the foregoing Animal Shelter Agreement for and on behalf of said corporation, on the day, in the year, and for the purposes therein contained, she having first been duly authorized so to do.

GIVEN under my hand and official seal of office, the 30<sup>th</sup> day of Sept., A.D., 2008.

Marilyn E. Davis  
Notary Public

My Commission Expires: \_\_\_\_\_  
Marilyn E. Davis  
Mississippi Statewide Notary Public  
My Commission Expires December 14, 2010

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **Greg Mitchell** and \_\_\_\_\_ Mayor and City Clerk, respectively, of the City of Picayune, Mississippi, who acknowledged to me that they signed, executed, and delivered the foregoing Animal Shelter Agreement for and on behalf of said City, on the day, in the year, and for the purposes therein contained, they having first been duly authorized so to do.

GIVEN under my hand and official seal of office, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**POSSIBLE LEASE OF REAL PROPERTY**

NO ACTION TAKEN

**PERSONNEL MATTER**

NO ACTION TAKEN

**MOTION TO RECESS**

Motion was made by Council Member Parker, seconded by Council Member Watkins to recess until Tuesday, October 21, 2008 at 6:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Turnage and Bounds

**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 14, 2008, at 4:00 p.m. in special called session with the following officials present: Council Members Leavern Guy, Donald Parker, Larry Watkins, and Jerry Bounds, Interim City Manager Harvey Miller. Mayor Greg Mitchell and Council Member Anna Turnage were absent.

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

Opening prayer was given by Council Member Donald Parker, followed by the Pledge of Allegiance led by Council Member Leavern Guy.

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

Motion was made by Council Member Bounds, 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:** Council Members Guy, Parker, Bounds, and Watkins

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Greg Mitchell and Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

**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:** Council Members Guy, Parker, Bounds, and Watkins

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Greg Mitchell and Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

**ORDER TO ENTER EXECUTIVE SESSION**

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

- A. Contractual matter with Picayune Intermodal Center

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Greg Mitchell and Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH PICAYUNE INTERMODAL CENTER**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to pay Kanduit Construction 95% of the total contract amount withholding 5% until completion of the contract. Mr. Jim Knipper of Kanduit Construction has agreed to repave the parking area, to place drainage in the existing ramp from the depot to the railroad tracks and to add a ramp, to be designed by Hartman Engineering at no cost to the City, from the current ramp to the parking lot and to complete these aforementioned projects within 20 calendar days, beginning October 17, 2008. This agreement is contingent upon the approval of the city attorney.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Greg Mitchell and Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADJOURN**

Motion was made by Council Member Parker, seconded by Council Member Watkins to adjourn until Tuesday, October 21, 2008 at 6:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Mayor Greg Mitchell and 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 October 21, 2008, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Leavern Guy, Larry Watkins, Jerry Bounds, Donald Parker and Interim City Manager Harvey Miller. Council Member Anna Turnage was absent.

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

Opening prayer was given by J.P. Burns Jr., followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**AT THIS TIME THE SONS OF THE AMERICAN REVOLUTION PRESENTED A CERTIFICATE OF FLAG TO THE CITY OF PICAYUNE AND ALSO PRESENTED NATIONAL PUBLIC SAFETY AWARDS TO BARRY LEE AND PAT WEAVER OF THE PICAYUNE FIRE DEPARTMENT AND TO DEVAN WILLIAMS AND MICHAEL PETREE OF THE PICAYUNE POLICE DEPARTMENT.**

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED SEPTEMBER 22, 2008, OCTOBER 7, 2008, AND SPECIAL CALLED MEETING OCTOBER 14, 2008**

Motion was made by Council Member Watkins, seconded by Council Member Parker for approval of the minutes dated September 22, 2008, October 7, 2008, and Special Called Meeting October 14, 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 Parker to acknowledge receipt of Monthly Privilege License Report for the months of August and September 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 Parker to acknowledge receipt of Monthly Public Records Request Report for the months of August and September 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 VOID TAX SALE ON 2006 TAXES IN THE NAME OF LOVE'S CABINETS, DANA LOVE, FRED LUMPKIN/BAILEY SWITCH DEVELOPMENT AND PEARL RIVER CENTRAL WATER**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request to void tax sale on 2006 taxes in the name of Love's Cabinets ppin 28011, Dana Love ppin 20810, Fred Lumpkin described as Bailey Switch Development ppin 27259 and Pearl River Central Water ppins 42192 and 41840 due to reductions by PRC.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 Parker to Accept Planning Commission Minutes dated September 22, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

#### **ORDER TO RECEIVE PLANNING COMMISSION MINUTES**

Motion was made by Council Member Watkins, seconded by Council Member Parker to acknowledge receipt of Planning Commission Minutes dated October 14, 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 DOCKET**

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve the docket for October 21, 2008 in the amount of \$278,923.94.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

#### **APPROVE 19<sup>TH</sup> ANNUAL TOYS FOR TYKES MOTORCYCLE RUN ON DECEMBER 13, 2008**

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request from Tony Tarver and Rod Dawsey to have the 19<sup>th</sup> annual Toys for Tykes Motorcycle Run on December 13, 2008 at 10:00 a.m. starting at the National Guard Armory on Hwy 11 S.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT OF PLANNING COMMISSIONER TO REPLACE TERRELL JOPES**

Motion was made by Council Member Bounds, seconded by Council Member Guy to table the appointment of a Planning Commissioner to replace Terrell Jopes whose term ended September 30, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT/REAPPOINTMENT OF A PLANNING COMMISSIONER CHAIR**

Motion was made by Council Member Watkins, seconded by Council Member Parker to table the appointment/reappointment of a Planning Commissioner Chair for the term October 1, 2008 to September 30, 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO DENY HOME OCCUPATION LICENSE REQUEST FROM THOMAS SHEALY**

Motion was made by Council Member Guy, seconded by Council Member Watkins to follow the recommendation of the Planning Commission to deny the Home Occupation License request from Thomas Shealy to operate a base of operations for a mobile oil change business from 120 South Steele.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVAL OF NOISE ORDINANCE # 862 WHICH PROHIBITS LOUD & RAUCOUS NOISES INTERFERING WITH ENJOYMENT OF PROPERTY OR PUBLIC PEACE AND COMFORT AND REPEALING THE OLD NOISE ORDINANCE # 158**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve the noise ordinance with amendment to add community service to penalty Sec. (i). This ordinance repeals previous noise ordinance # 158.

**ORDINANCE NO. 862**

**AN ORDINANCE ESTABLISHING NOISE REQUIREMENTS AND PENALTIES FOR THE CITY OF PICAYUNE, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH.**

**BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PICAYUNE, MISSISSIPPI:**

**SECTION 1.**

**Noise** generally.

(a) *Definitions.* For purposes of this section, the following words, terms, and phrases shall have the following meanings:

(1) *Construction* means any site preparation, assembly, erection, substantial repairs, alterations, or similar action, for or on public or private rights-of-way, structures, utilities, or similar property.

(2) *Emergency* means any occurrence or set of circumstances involving actual or eminent physical trauma or property damage, which demands immediate action.

(3) *Emergency vehicle* means authorized publicly or privately owned ambulances, or motor vehicles belonging to a fire or police department, or to any federal, state, county, or municipal agency provided said vehicles are in use as emergency vehicles by one authorized to use said vehicles for that purpose.

(4) *Emergency work* means the use of any machinery, equipment, vehicle, manpower, or other activity in an effort to protect, maintain, provide, or restore safe conditions in the community or for the citizenry, or work by private or public utilities when restoring utility service.

(5) *Hospital* means a place devoted primarily to the maintenance and operation of facilities for the diagnosis, treatment and care of individuals suffering from physical or mental infirmity, illness, disease, injury or deformity, whether or not any such place be organized or operated for profit and whether any such place be publicly or privately owned. Without limitation, "hospital" does not include convalescent or boarding homes, homes for the aged or other like establishments where room and board only are provided, nor does it include offices or clinics where patients are not regularly kept as bed patients or where out-patient care is primarily only provided.

(6) *Motor vehicle* means any vehicle which is propelled or drawn on land by a motor, such as, but not limited to, passenger cars, buses, street cars, trucks, truck-trailers, semi trailers, campers, go-carts, amphibious craft on land, dune buggies, or racing vehicles, but not including motorcycles.

(7) *Motorcycle* means an unenclosed motored-vehicle having a saddle for the use of the operator and two (2) or more wheels in contact with the ground, including, but not limited to, motor scooters and minibikes.

(8) *Nursing home* has the same definition and meaning as defined in Miss. Code Ann. 73-17-5(6) (1972), as amended.

(9) *Person* means any individual, firm, association, partnership, corporation, joint venture, or any entity, public or private in nature.

(10) *Property boundary* or *property line* means an imaginary line at the ground surface and its vertical extension which separates the real property owned or inhabited by one person from that owned or inhabited by another person, but not including intrabuilding real property divisions.

(11) *Public right-of-way* means any street, avenue, boulevard, highway, sidewalk, alley, or similar place normally accessible to the public, which is owned or controlled by a governmental entity.

(12) *Residence* or *residential area* means a single-family, duplex, or multifamily dwelling or an area having such dwellings.

(13) *Sound equipment* means any equipment, machine, or device used for the production, reproduction or amplification of the human voice, music, or any other sound, including, but not limited to, radios, television sets, phonographs, drums, boom boxes, compact disc (or CD) players, musical instruments, phonographs, cassette tape players or similar devices.

(b) **Noises** interfering with enjoyment of property or public peace and comfort prohibited. No person shall make or cause to be made any loud and raucous **noise** in the city which is offensive to the ordinary sensibilities of the inhabitants of the city, which **noise** renders the enjoyment of life or property uncomfortable or interferes with public peace and comfort.

(c) *Specific noises interfering with enjoyment of property or public peace and comfort enumerated.* The following acts, among others, are declared to create loud and raucous noises, and shall be deemed a violation of this section, but such enumeration shall not be deemed to be exclusive:

- (1) The sounding of any horn or signal device on any motor vehicle or motorcycle, except as a danger signal, as required by state law.
- (2) The playing or operation of any sound equipment in such a manner, or with such volume as to disturb the peace, quiet, comfort, or repose of persons in any dwelling, apartment, hotel, or other type of residence and or business.
- (3) The keeping of any fowl or animal, which emits or makes unreasonably loud and raucous noise.
- (4) The use of any motor vehicle or motorcycle so out of repair which emits or creates loud, raucous, or rattling noises.
- (5) The discharge into the open air of the exhaust of any stationary steam engine, stationary internal combustion engine, or motor boat engine, except through a muffler, or other device which will effectively and efficiently prevent loud and raucous noises.
- (6) The discharge into the open air of the exhaust from any motor vehicle or motorcycle, except through a muffler, or other device, which will effectively and efficiently prevent loud and raucous noises.
- (7) The construction, including excavation, demolition, alteration, or repair of any structure or building in or adjacent to a residential area other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays, except in the case of urgent necessity in the interest of public safety, for which a permit must be obtained from the chief of police in accordance with subsection (h) herein.
- (8) The creation of loud and raucous noise on any street or property adjacent to any school, church, public library, or court which is in session or adjacent to any hospital; provided, that a conspicuous sign is located in or near such street or property indicating or designating that whatever the establishment or building at issue, be it a school, church, public library, court, or hospital, is adjacent thereto.
- (9) The shouting and crying of peddlers, hawkers, and vendors which disturbs the quiet and peace of the neighborhood.
- (10) The use of any drum or other instrument or sound equipment for the purpose of attracting attention by the creation of noise, to any performance, show, sale, or display of merchandise as to attract customers to any place of business.
- (11) The use of mechanical loudspeakers or sound equipment on or in motor vehicles or motorcycles for the purpose of advertising any show sale, or display of merchandise.
- (12) The use of any mechanically powered saw, drill, sander, grinder, lawn or garden tool, leaf blower, or similar device used outdoors in residential areas or areas immediately adjacent thereto between 9:00 p.m. and 6:00 a.m.

(d) *Presumption.* Whenever a violation of subsection (e)(12) of this section occurs, it is presumed that the registered owner of the motor vehicle or motorcycle for which the citation is issued is the person who committed the violation, either personally or through an agent or employee. Proof of ownership may be made by a computer-generated record of the registration of the vehicle with the Mississippi Department of Motor Vehicles showing the name of the person to whom the state license plates were issued. This proof is prima facie evidence of the ownership of the motor vehicle or motorcycle by the person to whom the certificate of registration was issued.

(e) *Use of bell, siren, compression, or exhaust whistle on motor vehicle and motorcycles.* Except as specifically authorized or permitted elsewhere in this section, no person shall use upon a motor vehicle or motorcycle any bell, siren, compression or exhaust whistle, except that motor vehicles and motorcycles operated in the performance of any emergency work or in the performance of any duty by law enforcement officers, fire department, and ambulances may attach and use a bell, siren, compression or exhaust whistle.

(f) *Sound equipment.*

(1) A person commits an offense of this chapter if he or she operates or causes to be operated any sound equipment in a public place upon any public right-of-way, sidewalk, street, alley, or highway of the city in violation of any of the following limitations and requirements:

- a. No sound equipment may be operated within one hundred fifty (150) feet of the property line of the premises of a residence, except between the hours of 7:00 a.m. and 9:00 p.m.
- b. Sound equipment may not emit loud and raucous noises so as to interfere with the enjoyment of life or property or to interfere with public peace and comfort.
- c. Sound equipment must be operated so as not to cause traffic congestion or congregation of crowds that obstructs any public sidewalk, street, alley, or highway.
- d. The sounds or noise produced, reproduced, or amplified by sound equipment shall not be obscene or use obscene, indecent, or profane language.
- e. Sound equipment may not be operated within one hundred fifty (150) feet of any:
  1. Hospital;
  2. School that is in session;
  3. Church that is in use or session;
  4. Nursing home; or
  5. Public library, during its hours of operation.

(2) If conduct that would otherwise violate this section consists of speech or other communication, of gathering with others to hear or observe such speech or communication, or of gathering with others to picket or otherwise express in nonviolent manner a position on social, economic, political, or religious questions, the person must be ordered to move, disperse, or otherwise remedy the violation prior to arrest or citation.

(3) The order required by subsection (2) of this subsection may be given by a peace or police officer, a firefighter, a person with authority to control the use of the premises, or any person directly affected by the violation.

(4) It is a defense to prosecution under subsection (1) that:

- a. In circumstances in which this section requires an order, no order was given;
- b. An order, if given, was manifestly unreasonable in scope;
- c. An order, if given, was promptly obeyed;
- d. The sound equipment was operated in a public place within an enclosed structure and was not audible beyond the property line of the premises on which it was located;
- e. The person operating the sound equipment was a law enforcement officer or member of the fire department in the performance of official duties;
- f. The sound equipment was operated for the purpose of alerting persons to the existence of an emergency or danger; or
- g. The sound equipment was operated in the performance of emergency work necessary to restore public utilities, to restore property to a safe condition, or to protect persons or property from imminent danger, following a fire, accident, or natural disaster.

(g) *Exemptions.* The following are exempt from the provisions of this section:

(1) Domestic power tools, lawn mowers, and agricultural equipment between the hours of 6:00 a.m. and 9:00 p.m.

(2) **Noises** or sounds resulting from any authorized emergency vehicles when responding to an emergency.

(3) Safety signals and alarm devices, storm warning sirens or horns, and the authorized testing of such equipment.

(4) **Noises** or sounds made during a parade or concert sponsored by the city, or for which a permit has been granted by the city.

(5) **Noises** or sounds resulting from activities of a temporary duration, for which a special permit or variance has been granted pursuant to this section, and which conforms to the conditions and limits stated thereon.

(6) **Noises** or sounds from church bells and chimes.

(7) **Noises** from construction and demolition activities for which a building permit has been issued by the city are exempt from this section between the hours of 6:00 a.m. and 9:00 p.m., provided that mufflers on construction equipment shall be maintained.

(8) Interstate railway locomotives and motor vehicles, aircraft, trucks, or other motor vehicles in interstate commerce, or those which are in all respects operated in accordance with or pursuant to applicable federal laws or regulations.

(9) Installation and maintenance of public and private utilities.

(10) Mosquito control operations.

(11) Public or private school functions which occur on the property of the school.

(12) Federal, state, or local governmental event, festival, fun run, race, fiesta, or concert sponsored, co-sponsored, or permitted by a governmental agency or any agent of the same in the fulfillment of any official duty or activity sanctioned by or on behalf of the governmental agency or entity.

(13) Any burglar alarm or security device, provided, however, no burglar alarm or security device shall sound for more than a reasonable amount of time after being activated.

(14) The emission of any sound which was created or produced for the purpose of alerting a person to the existence of an emergency, danger, or attempted crime, which was produced by an authorized emergency vehicle or by emergency work necessary to restore public utilities, or to restore property to a safe condition, or to protect person or property from imminent danger following a fire, accident, or natural disaster.

(15) Any aircraft operated in conformity with, or pursuant to, a federal law, federal air regulations, and air traffic control instructions and pursuant to and within the duly adopted federal air regulations. Any aircraft operating under technical difficulties in any kind of distress, under emergency orders of air traffic control or being operated pursuant to and subsequent to the declaration of any emergency under federal air regulations is also exempt.

(16) **Noises** or sounds resulting from lawful fireworks or noisemakers used for celebration of an official holiday and/or in accordance with section 58-3(a)(b) of this Code of Ordinances.

(h) *Variances and permits.*

(1) Any person desiring relief from any provision of this article shall apply for a special variance or permit to be made in writing to the chief of police. Payment of a fee of ten dollars (\$10.00) shall accompany the application. The said chief of police shall have the authority, consistent with this subsection, to grant special variances and permits upon written application only upon a good and sufficient showing that:

a. The activity, operation, **noise** source, or offending **noise** will be of short duration and can not be done in a manner that would comply with this section; or

b. The applicant needs additional time to modify equipment or take other action in order to comply with the provisions of this section.

(2) An application for a variance or permit shall be approved or denied within five (5) days after receipt by the chief of police. If approved, the variance or permit shall contain a specific time limit on the permitted activity or **noise** and said variance or permit shall immediately terminate at the expiration of that time limit, which is not to exceed fifteen (15) consecutive days. If an application is denied, the chief of police must state with specificity the reasons why the proposed variance or permit does not meet the criteria outlined in this section. The applicant may appeal the decision to the city council. Any such appeal shall be taken by submitting a written notice of request of appeal with the city clerk no more than ten (10) days from denial of

a permit or variance. Such notice of request of appeal must contain the full name and address of the person making the appeal and an account of the reasons for the appeal and the decision being appealed from.

(3) The following factors shall be considered, in the initial investigation, in order to determine whether granting the variance or permit will result in a condition injurious to health or safety of the general public of the City of Picayune:

- a. Distance of proposed activities from a residential area or zone;
- b. Number of sound amplification equipment or devices;
- c. Anticipated direction of sound amplification equipment or devices;
- d. Anticipated duration of proposed activities;
- e. Whether the activity will be held within or outside of a structure;
- f. The time of day or night the noise or sound will occur; and
- g. Any other consideration deemed necessary by the chief of police.

(4) Any permit or variance granted pursuant to this section shall contain thereon, in addition to any other requirements set out herein, all conditions upon which such permit or variance has been granted, including, but not limited to, the effective date, time of day, location, including, but not limited to, the proximity of the activity or noise to residential areas, schools, churches, hospitals, nursing homes, or public libraries, sound level limit, if any, or equipment limitation.

(5) Variances and permits that are granted by the police chief under this subsection must be displayed and available for review by police officers or other designated governmental officials upon request.

(6) Issued variances and permits will be surrendered to any city police officer or other designated official upon request when the variance/permit has expired or the restrictions thereon have been violated.

(7) The chief of police shall have the authority to revoke any permit or variance issued on the finding of any of the following:

- a. That the activity is being conducted in a manner inconsistent with the variance or permit, including the description of the activity as set out in the application.
- b. That there is any misrepresentation of the activity on the application for the variance or permit.
- c. That the activity is causing an unreasonable disturbance of the peace of families or persons within the area into which the noise or sound carries.

(i) *Violations and penalties.* Any person found guilty of violating the provisions of this section shall be guilty of a misdemeanor and shall be punished by a fine not to exceed one thousand dollars (\$1,000.00), or by imprisonment not to exceed ninety (90) days, or by community service or both such fine and imprisonment. Each day any violation of this section occurs shall continue shall constitute a separate offense. As an additional remedy, violations of subsections (b) through (g) of this section are deemed and declared to be a nuisance, and the operation or maintenance of any business, device, instrument, vehicle, or machinery in violation of any provision of this section, or which operation or maintenance exceeds the limitations of this section, may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction.

(Code 1963, § 17-19; Ord. No. 2133, §§ IV--XII, 3-17-98)

Should any section, clause paragraph, provision or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision or part of this ordinance. All provisions of this ordinance shall be considered separate provisions and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provisions of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this ordinance, the provisions of this ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Larry Watkins, seconded by Council member Donald Parker, and voted upon as follows:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Turnage

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 21st day of October, 2008.

ATTEST:

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Leann Smith, Deputy City Clerk

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO SET PUBLIC HEARING TO ADOPT TOBACCO ORDINANCE**

Motion was made by Council Member Watkins, seconded by Council Member Guy to hold the public hearing on the Tobacco Ordinance on this date, October 21, 2008, and at this time, 7:00 p.m.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**HEARING WAS HELD AND INFORMATION WAS PRESENTED BY EARLINE CUAVE OF THE AMERICAN CANCER SOCIETY TO VALIDATE THE NEED FOR THIS ORDINANCE TO BE ADOPTED BY THE MAYOR AND COUNCIL**

**APPROVAL OF TOBACCO ORDINANCE # 863**

Motion was made by Council Member Guy, seconded by Council Member Parker to approve the Tobacco Ordinance as submitted as ordinance # 863.

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Picayune, Mississippi, held on the 21st day of October A.D., 2008, the following Ordinance:

**ORDINANCE NO.: 863**

**AN ORDINANCE TO ELIMINATE SMOKING AT CITY FACILITIES, PUBLIC PLACES, AND WORKPLACES AND TO PROVIDE A SMOKE FREE ENVIRONMENT WITHIN THE CITY OF PICAYUNE, MISSISSIPPI**

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to indoor air pollution; and

WHEREAS, scientific evidence, including studies conducted by the Surgeon General of the United States, demonstrate that (1) secondhand or involuntary exposure to tobacco smoke, also known as "environmental tobacco smoke," causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks, and that smoking by parents causes respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk free level of exposure to secondhand smoke; (5) establishing smoke free environments and work places is the only effective way to ensure that secondhand smoke exposure does not occur in the public and in the workplace; and (6) evidence from peer reviewed studies shows that smoke free policies and laws do not have an adverse economic impact on the hospitality industry. (U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006); and

WHEREAS, scientific studies have further found that each year 9,700 to 18,600 low birth weight babies born in the United States are causally related to exposure to secondhand smoke (U. S. Department of Health and Human Services; Health Effects of Exposure to Environmental Tobacco Smoke, 1999); and

WHEREAS, irritants in secondhand or involuntary smoke annually cause nearly 150,000 cases of bronchitis and pneumonia and 700,000 cases of ear infections in children in the United States (U. S. Department of Health and Human Services; Health Effects of Exposure to Environmental Tobacco Smoke, 1999); and

WHEREAS, the Surgeon General of the United States has further found that there is a causal relationship between exposure to secondhand smoke and increased risks of coronary heart disease morbidity and mortality among both men and women. (U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006, p. 15); and

WHEREAS, nonsmoking sections in buildings do not eliminate nonsmokers' exposure to secondhand smoke (U. S. Environmental Protection Agency Office of Air and Radiation IARC Scientific Publications 81:25-41, 1987; and U.S. Department of Health and Human Services. *The Health Consequences of Involuntary Exposure to Tobacco Smoke: A Report of the Surgeon General*. U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2006, p. 11) and sitting in a smoke free section of a restaurant for two (2) hours is similar to smoking 1½ cigarettes (Presentation by Katherine Hammond, Ph.D., University of California School of Public Health); and

WHEREAS, on average nine (9) out of ten (10) nonsmokers are involuntarily exposed to secondhand smoke or environmental tobacco smoke at least once every two (2) to three (3) days (Journal of the American Medical Association, January 1998); and

WHEREAS, involuntary exposure to secondhand smoke is a significant health hazard and threat and visitors to enclosed areas where smoking is prohibited should not be forced to endure exposure to smoke upon entry to or exit from locations or enclosed areas where smoking is prohibited and where people may congregate to smoke; and

WHEREAS, the Mayor and City Council find and declare that the purposes of this Ordinance are to protect the public health and welfare of its citizens by prohibiting smoking at City facilities, public places, and places of employment and to provide a smoke free environment; and

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

**SECTION 1.** That the matters and things set forth in the above preamble are hereby accepted as stated as the findings of the Picayune City Council. The Council further specifically finds and declares that one of the prevailing purposes of this Ordinance is to protect the public health and welfare by prohibiting smoking at City facilities, public places, and places of employment to provide a smoke free environment.

**SECTION 2.** That the Code of Ordinances of the City of Picayune, Mississippi be and the same are hereby amended to add this Smoke Free Air Ordinance, to read as follows:

**SMOKE FREE AIR ORDINANCE**

**SECTION 1. Definitions.**

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section:

- A. "Bars" means establishments or businesses that are not located or operated within or as part of a "restaurant" and which are devoted to the serving of liquor, beer, or wine or other alcoholic beverages for consumption by guests, patrons, or consumers on the premises and in which the serving of food is only incidental to the consumption of those beverages. The service of food is incidental to the consumption of alcoholic beverages when an establishment, business, or premises has less than fifteen percent (15%) of the revenue derived from such place from the preparation, cooking, and serving of meals or food and the value of food given to and consumed by customers and not from the sale of alcoholic beverages. Unless they are located or situated in a stand alone building or structure that does not contain or have any areas where smoking is prohibited or restricted herein or otherwise, "bars" shall be separated by a physical barrier from allocations and areas where smoking is prohibited or restricted, including self closing, tight fitting doors for all entrances and exits, and have a separate ventilation system from the locations and areas where smoking is prohibited or restricted. The physical barrier must form an effective membrane continuous from outside wall to outside wall, from

smoke barrier to smoke barrier, from floor to floor or roof above, or a combination thereof, including continuity through all concealed spaces, such as above suspended ceilings, interstitial structural and mechanical spaces. The ventilation system must be an HVAC system designed by a licensed professional engineer to have a negative pressure on the area where smoking is permitted to prevent air from such area to be drawn across or into any location or area where smoking is prohibited or restricted, provide a total air exchange every fifteen (15) minutes, and exhaust smoking area air to the exterior of the building or structure at a distance sufficiently away from the doors, operable windows, or ventilation intakes of the building or structure to prevent the exhausted air from being drawn back into the building or structure. The system shall be operated such that smoke from the area where it is permitted does not enter any location or area where smoking is prohibited or restricted.

- B. "Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity, either for profit or nonprofit, including, but not limited to, retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered or provided, and private clubs.
- C. "Childcare facility" means any state licensed childcare facility including, but not limited to, licensed family daycare or licensed group daycare centers, licensed day camps, certified school age programs and Head Start programs.
- D. "City buildings" means all buildings owned and/or operated by the City and those buildings leased and/or subleased by or to the City.
- E. "Common areas" of buildings, structures, facilities, or grounds means hallways, corridors, lobbies, aisles, water fountain areas, stairwells, entryways, vestibules, community rooms, alcoves, foyers, laundry rooms, waiting areas, elevators, enclosed parking facilities, swimming pools, gymnasiums, and restrooms that are not directly connected to or contiguous with rooms that are rented to guests for temporary living quarters in hotels or motels and which are designated as being "smoking rooms" in accordance with this Article. "Common areas" shall also mean all areas of apartment complexes, condominiums, town homes, and any multifamily residential development or facility not part of a tenant's leased premises and all areas on the premises of hotels and motels that are not parts of the rented premises to guests or lessees.
- F. "Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted from a third party, and any person who volunteers his or her services.
- G. "Employer" means any person, business, partnership, association, Limited

Liability Company, corporation, trust, or other entity, whether for profit or nonprofit, that employs the services of one (1) or more individual persons.

- H. "Enclosed Area" means all space between a floor and ceiling which is predominately or totally bounded, comprised of, or enclosed on all sides by walls, physical barriers, and/or windows (exclusive of doors or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping," or similar features or structures, regardless of whether such walls, barriers, or windows consist of screened or otherwise partially covered openings, open or closed windows, jalousies, open or closed doors or doorways, uncovered openings, or the like.
- I. "Entrance" means a doorway and adjacent area which gives direct access to a building, structure, or facility from a contiguous street, plaza, sidewalk or parking lot.
- J. "Establishment" means the portion of a building, structure, or facility, including the infrastructure, that is typically reviewed, assessed, inspected, and/or included as part of the plan review, licensing, and monitoring processes of food and/or beverage facilities by the applicable public health licensing authorities. It also includes, in the case of multipurpose buildings and rooms and for the purposes of this Article, those portions of the building, structure, or facility that is being used for food and/or beverage services during an event, temporary or otherwise.
- K. "Health care facility" means an office or institution providing care or treatment of diseases, illnesses, and/or wounds, whether physical, mental, or emotional, or other medical, physiological, or psychological conditions, including, but not limited to, hospitals, rehabilitation hospitals or other clinics, including weight control clinics, nursing homes, long-term care facilities, homes for the aging or chronically ill, laboratories, and offices or clinics of surgeons, chiropractors, physical therapists, physicians, dentists, and all specialists within these professions. This definition shall include all waiting rooms, hallways, private rooms, semi-private rooms, restrooms, examining rooms, entrances, and wards within health care facilities.
- L. "Hotel" and "motel" each mean any commercial establishment, development, business, or facility that offers rooms that contain a bed and toilet facilities or sleeping quarters to the general public for rent on a nightly, daily, or weekly or otherwise temporary basis, that is not an apartment complex or home.
- M. "Mall" or "Shopping Mall" means an area or premises containing common areas or public walkways, sidewalks, or hall areas and parking facilities that generally serve to connect businesses or establishments primarily devoted to the retail sale of goods and/or services, professional or otherwise, including, but not limited to, outlet retail centers or malls and shopping centers.

- N. "Place of employment" means an area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, work areas, private offices, employee lounges, restrooms, conference rooms, meeting rooms, classrooms, employee cafeterias, hallways, and vehicles. This also includes elevators, medical facilities, stairs, and all enclosed facilities. A private residence is not a "place of employment" unless used as a childcare, adult day care, or health care facility.
- O. "Private Club" means an organization, whether incorporated or not, which is the owner, lessee, or occupant of a building or portion thereof used exclusively for club purposes at all times, and which has four (4) or fewer regular employees, does not operate for pecuniary gain, and is operated solely for a recreational, fraternal, social, patriotic, political, benevolent, or athletic purpose and which only sells alcoholic beverages, if any, incidental to its operation. Affairs and management of the organization are conducted by a board of directors, executive committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of federal income tax as a club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition. Any exemption of a "private club" from the smoke free provisions of this Article does not apply when such organization is established to avoid compliance with this Article.
- P. "Private residence" means premises owned, rented or leased for permanent or semi permanent habitation and which complies with the City's zoning ordinances pertaining to residential zones or areas.
- Q. "Proprietor" shall mean the party, regardless of whether or not the party is owner or lessee of the public place, who ultimately controls, governs, or directs the activities within the public place. The term does not mean the owner of the property, unless the owner ultimately controls, governs, or directs the activities within the public place. The term "proprietor" may apply to a corporation as well as to an individual.
- R. "Public place" means an enclosed area to which the public, including, but not limited to, shoppers, customers, patrons, patients, students, clients, guests, and other invitees of any establishment, business, or property, is invited or in which the public is permitted, including, but not limited to, banks, educational facilities, health care facilities, hotels and motels, Laundromats, parking garages, public parks, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, bars, sports arenas, theaters and waiting rooms. A private club is a "public place" when being used

for a function which is open to the general public and/or to which the general public is invited. A private residence is not a "public place" unless it is used as a childcare, adult day care, or health care facility or as a bed and breakfast facility or lodge.

S. "Restaurant" includes every building or other structure and facility, or any part thereof, and all buildings, structures, and facilities in connection therewith, regardless of sites or location, that are kept, used, maintained, advertised, or held out to the public as a place where food is served or which gives or offers for sale food to the public, guests, or employees, including, but not limited to, fast food eateries, doughnut shops, coffee shops, cafeterias, private and public school cafeterias, kitchens, and catering facilities in which food is prepared on the premises for serving elsewhere, and a bar area within a restaurant as well as outdoor dining areas, including, without limitation, patios, decks, balconies, and wherever food is sold, served, and/or consumed on the premises. "Restaurant" shall include all restaurants in resorts, hotels, and motels. Where a restaurant is situated or located does not affect its applicability with this Article.

T. "Service Line" means an indoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the services involves the exchange of money.

U. "Smoking" or "to smoke" means inhaling, exhaling, burning, carrying, or possessing any lighted or ignited tobacco product, including, but not limited to, cigarettes, cigars, pipes, hookahs, and any lighted or ignited combustible plant or plant substance and any synthetic derivation thereof, in any manner or in any form. It shall be presumed that a lighted or ignited cigarette, cigar, pipe, or hookah contains tobacco.

V. "Sports or recreation arena or venue" means sports pavilions, stadiums, gymnasiums, health spas, recreation or fitness centers, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and centers and other similar places where members of the general public assemble to engage in physical exercise or participate in or to witness athletic or sporting, cultural, recreational, or other events. "Sports or recreation arena or venue" includes, but is not limited to, tennis and basketball courts, swimming pools, lanes, tracks, playing fields, concession areas, recreation or fitness centers, pavilions, playground areas, grandstands, bleachers, press boxes, restrooms, wharfs, piers, walkways, and locker rooms.

**SECTION 2. Application of Article to City Owned Facilities, Vehicles, and Machinery.**

All facilities, including, but not limited to, all structures and buildings, whether temporary or permanent, as well as all vehicles, machinery, and sports or recreation arenas or venues owned, leased, or operated by the City of Picayune shall be subject to the provisions of this Article and smoking shall be prohibited at all such areas and places.

### **SECTION 3. Smoking Prohibited in Enclosed Public Places.**

Except as otherwise specifically provided in this Article, smoking is prohibited from all enclosed public places within the City and it shall be unlawful for any person to smoke in any such public place, including, but not limited to, the following:

- A. Aquariums, galleries, libraries and museums.
- B. Areas available to and customarily used by the general public in businesses and nonprofit entities patronized by the public, including, but not limited to, professional offices, banks, Laundromats, and retail service establishments.
- C. Bingo facilities.
- D. Childcare and adult day care facilities.
- E. City structures and buildings, regardless of whether temporary or permanent. Common areas of buildings, structures, establishments, businesses, facilities, and grounds, including, but not limited to, hotels, motels, bed and breakfast lodges or establishments, apartments, condominiums, trailer parks, movie theaters, office buildings, retail service or commercial establishments, multiunit commercial centers or facilities, shopping centers, malls, retirement facilities, nursing homes, and other multiple unit residential facilities and the like.
- F. Convention facilities.
- G. Educational facilities and schools, both public and private.
- H. Elevators and stairwells.
- I. Health care facilities.
- J. Hotels and motels.
- K. Polling places.
- L. Private clubs when being used for a function that is open to the general public or to which the general public is invited.
- M. Public transportation facilities and vehicles, including, but not limited to, airports, train stations, bus stations, buses, taxicabs, limousines for hire, and public passenger vehicles under the authority of the City, including ticket, boarding, and waiting areas of public transit depots, stations, or facilities and public bus transfer point shelters or stops.
- N. Parking garages and jails.
- O. Restaurants.
- P. Restrooms, lobbies, reception areas, hallways, and other common use areas.
- Q. Retail stores.  
Rooms, restrooms, chambers, places of meeting or public assembly, including school buildings, under the control of an agency, board, commission, committee or

council of the City or a political subdivision of the State, to the extent the place is subject to the jurisdiction of the City.

Service lines, service lobbies, and waiting areas open to the public at financial institutions, businesses and professional offices, and multiunit commercial facilities.

- R. Sports or recreation arenas and/or venues.
- S. Theaters and other facilities primarily used for exhibiting motion pictures, stage dramas, lectures, musical recitals, or other similar performances.
- T. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.
- U. Bowling alleys, pool and billiard halls, regardless whether or not they are also licensed to serve beer or light wine inside the City of Picayune.

**SECTION 4. Smoking Prohibited in Places of Employment.**

Unless specifically excepted herein by this Article, smoking shall be prohibited in all enclosed facilities and areas within places of employment. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.

**SECTION 5. Smoking Prohibited in Certain Outdoor areas.**

Smoking is prohibited from the following outdoor areas or public places within the City and it shall be unlawful for any person to smoke in any such area or place:

- A. Within twenty (20) feet of outside entrances and exits that are used for ingress and egress by patrons, guests, or customers as well as operable windows and ventilation systems that are a part of or otherwise service enclosed areas where smoking is prohibited.
- B. In outdoor and outdoor seating or serving areas of restaurants. "Outdoor seating or serving area" herein means an area that is attached to, contiguous with, or otherwise part of a restaurant and which has no more than one solid wall or partition.
- C. Covered and/or partially covered outdoor areas of public places and places of employment that fifty percent (50%) or more of the perimeter of the outside area or place is walled or otherwise closed to the outside.
- D. Sports or recreation arenas or venues, including, but not limited to, seating or viewing areas of outdoor amphitheaters, stages, and venues such as grandstands and bleachers, concession areas, restrooms, and hallways, as well as the sidewalks connected thereto or contiguous therewith.
- E. All public outdoor properties and facilities controlled or leased by the City, including, but not limited to, all parks, sports fields, tennis courts, walkways, or trails, wharfs, piers, and public transit stations and platforms.

- F. Any and all grounds of a school or educational facility used for a preschool, elementary, middle, junior high, and/or high school serving any level of education from preschool through 12<sup>th</sup> grade, whether denominational, private, sectarian, or public, any and all grounds of a childcare facility and child day care facility, business, or establishment, as well as any and all grounds utilized as or part of a summer camp or day camp for minors, as such term is statutorily defined in this State.

**SECTION 6. Outdoor Smoking Distances.**

- A. Smoking is prohibited and it shall be unlawful for any person to smoke within twenty (20) feet of all entrances to and exits from enclosed areas of public places, businesses, establishments, facilities, and places of employment that are used for ingress and egress by patrons, guests, or customers well as twenty (20) feet from operable windows and ventilation systems which are part of or affixed to any such public place, business, establishment, facility, or place of employment. The main public entrances cannot serve as entrances or exits to outdoor areas where smoking is not regulated.
- B. This twenty (20) feet restriction shall be measured along a straight line from nearest point of the entrance, exit, operable window or door, stairwell leading to or from the entrance or exit, or ventilation system.

**SECTION 7. Where Smoking Is Not Regulated.**

The following areas and places shall not be subject to and are exempt from the smoking restrictions and prohibitions of Sections 3 and 4 of this Article:

- A. Private clubs, except when being used for a function which is open to the general public or to which the general public is invited; provided that smoke from such clubs does not infiltrate into areas where smoking is prohibited under the provisions of this Article. This exemption shall not apply to any organization that is established for the purpose of avoiding compliance with this Article.
- B. Private residences, except when any part thereof is used as a childcare, adult day care, or health care facility or bed and breakfast lodge.
- C. Outdoor areas of places of employment except those covered by the provisions of Section 5 and/or the Outdoor Smoking Distance provisions of Section 6 of this Article.
- D. Bars, provided that this exemption shall not apply to any bar that allows anyone under the age of twenty-one (21) on its premises.
- E. A designated "smoking room" located beyond the security checkpoint within the terminal of a municipal or regional airport facility, as such airport is defined under Miss. Code Ann. § 61-3-3, as amended, which room serves as a separate, sealed room beyond the security checkpoint used for the sole purpose of smoking and which shall, in

addition to any other requirements in this Article, comply with all signage requirements, be enclosed by physical barriers that are impenetrable by smoke and prevent the escape of smoke into other areas of the airport terminal facility, have self closing, tight fitting doors for all entrances and exits, must exhaust tobacco smoke directly to the outside and away from air intake ducts, and be on a separate ventilation system from areas where smoking is permitted and be maintained under negative pressure with respect to surrounding spaces and areas in order to contain tobacco smoke solely within the room.

- F. Retail tobacco store where said establishment is utilized primarily for the sale of tobacco products and smoking accessories in which the sale of other products including food and beverages does not exceed fifteen percent of gross revenues and into which entry is restricted to individuals eighteen years of age and above.

**SECTION 8. Declaration of Establishment as Nonsmoking.**

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, business, facility, or outdoor area may prohibit smoking from or . otherwise restrict smoking in areas in addition to those where smoking is prohibited or otherwise restricted in this Article. Smoking shall be prohibited in any place in which a sign conforming to the requirements of this Article is posted.

**SECTION 9. Signs.**

- A. Every place, public or otherwise, where smoking is prohibited by this Article shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited. Signs shall be posted by the owner, operator, proprietor, employer, or other person having control of the premises or structure. These signs shall include the international "no smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) and be no smaller than four (4) inches tall and four (4) inches in width and be placed at a height of between four (4) and six (6) feet above the floor or ground. For those facilities, establishments, and places where smoking is altogether prohibited, a further sign, which can be included with the universal "no smoking" symbol, shall be conspicuously posted at the main entrance to each such place stating "This entire establishment is smoke free."
- B. Every vehicle or piece of machinery that constitutes a place of employment under this Article or where smoking is otherwise prohibited shall have at least one conspicuous sign, visible from the exterior of the vehicle or piece of machinery clearly stating that smoking is prohibited.
- C. Signs Where Smoking Permitted.
1. Where smoking is permitted by this Article within an enclosed or partially enclosed facility or area, the owner, operator, proprietor, employer, or other person having control of the premises, structure, facility or area shall conspicuously post a sign no smaller than

four (4) inches tall and four (4) inches in width at a height of between four (4) and six (6) feet above the floor or ground at all entrances to that facility or area stating the following: "SMOKING IN THIS AREA. This area contains tobacco smoke, which the U. S. Surgeon General has determined is harmful to your health."

2. The words "SMOKING IN THIS AREA" shall be in capital letters and no smaller than one-quarter inch in width and one quarter inch in height. Each letter in the remaining words in this sign shall not be smaller than eighteen (18) point font size. All such lettering in this sign shall contrast with the background.

C. It shall be unlawful for any person to remove, deface, or destroy any sign required by this Article, or to smoke in the immediate area where any such sign is posted.

**SECTION 10. Other Responsibilities of Owners, Proprietors, Managers, and Employers.**

A. The owner, proprietor, manager, employer, or other person in charge or control of premises, establishments, businesses, facilities, or areas regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this Article or Ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking and can contact or notify the Police Department for enforcement hereunder.

B. The owner, proprietor, manager, employer, or other person in charge or control of such premises shall post signage as required by this Article.

C. The owner, proprietor, manager, employer, or other person in charge or control of such premises shall not provide ashtrays in areas where smoking is prohibited. All ashtrays shall be removed from any area where smoking is prohibited by this Article by the owner, proprietor, manager, employer, or other person in charge or control of the area.

**SECTION 11. Non-retaliation; Non-waiver of Rights.**

A. No person or employer shall refuse to hire or in any manner retaliate against an employee, applicant for employment, customer, or patron because that employee, applicant, customer, or patron exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Article. Notwithstanding Section 13, violation of this Subsection shall be a misdemeanor, punishable by a fine not to exceed \$1,000 for each violation.

B. Any individual who works in and/or is invited to an establishment, business, casino gaming area, or place of employment which may be excepted from the prohibitions of this Article and where the owner, proprietor, manager, employer, or other person in of such premises or area allows smoking, whether as a customer, shopper, patron, client, employee, contractor, or otherwise, does not waive or otherwise limit or surrender any legal or equitable rights such individual may have against the owner, proprietor, manager, employer, or other person in charge or control of areas or places or against any other party.

**SECTION 12. Enforcement.**

A. Except as otherwise provided in this Section, this Article shall be enforced by the Chief of Police or an authorized designee.

B. The Chief of Police or his or her designee shall have the power and authority, subject to law, to enter upon the premises named in this Article to ascertain whether the premises are in compliance with this Article. Enforcement will be through issuance of a summons and complaint.

C. The Fire Department, Office of Code Enforcement and/or Office of Building Inspector, or their designees shall, while an establishment or premises is undergoing otherwise mandated or authorized inspections, inspect for compliance with this Article.

D. Any person who desires to register a complaint under this Article may initiate enforcement with the Police Department.

E. Notwithstanding any other provision of this Article, any individual, including, but not limited to, customers, patrons, guests, and employees, may bring legal action to enforce this Article or to otherwise pursue a violation hereof. As such, enforcement of this Article may be by any method permitted under state law for the prosecution of misdemeanor offenses, provided that such violations are brought before the Municipal Court unless otherwise required by state law.

F. In addition to the remedies provided by the provisions in this Article, the Police Chief or any person aggrieved by the failure of an owner, operator, proprietor, manager, or other person in charge or control of a public place or a place of employment to comply with the provisions of this Article may apply for injunctive relief to enforce those provisions in any court of competent jurisdiction.

- G. Notice of the provisions of this Article shall be given to all applicants for a business license in the City of Picayune.

**SECTION 13. Violations and Penalties**

- A. A person who smokes in an area where smoking is prohibited by the provisions of this Article shall be guilty of a misdemeanor, punishable by a fine not exceeding one hundred dollars (\$100).

- B. A person who owns, manages, operates, or otherwise controls a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of a misdemeanor, punishable by:

- 1. A fine not exceeding one hundred dollars (\$100) for a first violation.
- 2. A fine not exceeding two hundred dollars (\$200) for a second violation within one (1) year.
- 3. A fine not exceeding five hundred dollars (\$500) for the third and for each subsequent violation within one (1) year.

- G. In addition to the fines established by this Section, for a second violation of this Article and for each subsequent violation of this Article within one (1) calendar year by a person who owns, operates, manages, or otherwise controls a public place or place of employment may result in the suspension or revocation of any business or privilege license or permit or any other applicable license or permit issued to the person for the premises or area where the violation occurred or for the premises, business, establishment, or place where the violation occurred. Prior to such suspension or revocation, a hearing shall be held by the Municipal Court Judge, to determine a second or subsequent violation of this Article occurred within the time period set forth herein and whether such license or permit should be suspended or revoked in response thereto. Advance written notice of this hearing shall be sent or delivered to the licensee or permittee at the address identified in or associated with said license or permit. At this hearing, the licensee or permittee shall have the opportunity to respond to the charges that a second or subsequent violation of this Article occurred and that their license or permit should be suspended and/or revoked in response thereto. The licensee or permittee shall be notified in writing of a decision following this hearing.

- H. Violation of this Article is hereby declared to be a public nuisance, which may be abated by the Police Department or Department of Urban Development or their designee by restraining order, preliminary and/or permanent injunction, or other means provided for by law, and the City may take action to recover the costs of the nuisance abatement.

- I. Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.

**SECTION 14. Other Applicable Laws.**

- A. This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws or regulations nor shall this Article be interpreted or construed to create or confer any right to smoke or any right to smoke in any location or place.
- B. This Article shall not be interpreted or construed to preempt further or more restrictive limitations or prohibitions on smoking by any other governmental entity or regulatory authority.

**SECTION 15. Liberal Construction.**

This Article shall be liberally construed so as to further its purposes.

**SECTION 16. Other Ordinances; Severability.**

- A. All provisions of the ordinances of the City of Picayune in conflict with the provisions of this Article are hereby repealed and all other provisions of the ordinances of the City of Picayune not in conflict with the provisions of this Article shall remain in full force and effect.
- B. If any sentence, paragraph, subdivision, clause, phrase, or section of this Article or the application thereof to any person or circumstances be adjudged or held to be unconstitutional, illegal, invalid, or unenforceable by a court of competent jurisdiction, such finding or such invalidity shall not serve as an invalidation or affect the validity or enforceability of any other section or provision of this Article and to this end, the provisions of this Article are declared to be severable. Such an invalid sentence, paragraph, subdivision, clause, phrase, or section shall also not affect the validity of the Code of Ordinances as a whole.

**SECTION 17. Effective Date.**

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Larry Watkins, seconded by Council member Leavern Guy, and voted upon as follows:

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

VOTING NAY: None

NOT VOTING: None

NOT PRESENT: Council Member Turnage

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 21st day of October, 2008.

\_\_\_\_\_  
GREGORY H. MITCHELL, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Published

January 11, 2009

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVAL OF “ADOPT A FLOWER BED PROGRAM”**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to initiate “Adopt a Flower Bed Program” for the City of Picayune Grounds Department. Flower beds will be maintained by city workers with funds supplied to the City through donations with sign of acknowledgement placed in each bed.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE THE REQUEST TO CONSIDER INACTIVE METERS AND WATT USAGE WITH MS POWER**

Motion was made by Council Member Watkins, seconded by Council Member Guy to table the request to consider inactive meters and watt usage with MS Power.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE REQUEST TO CONSIDER NEW T.V. AND VIDEO SERVICES WITH AT & T**

Motion was made by Council Member Watkins, seconded by Council member Guy to table request to consider new T.V. and Video services with AT & T.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT FOR THE MONTH OF SEPTEMBER 2008**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to acknowledge receipt of monthly budget report for the month of September 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT BIDS FOR THE CONSTRUCTION OF THE HYDRANT FUEL FARM AT THE PICAYUNE MUNICIPAL AIRPORT AND AWARD LOW BIDDER**

Motion was made by Council Member Bounds, seconded by Council Member Watkins, to accept said bids and award low bid to Cobb Environmental & Technical Services., in the amount of \$ 90,775.00 and authorize Mayor to sign contract and contract documents.

SECTION 00510  
CONSTRUCTION CONTRACT

This Contract made and entered into this 1 day of Dec, 2008, by and between Cobb Environmental & Technical Services, Inc., party of the first part, hereinafter called the CONTRACTOR, and the Mayor and City Council of the City of Picayune, Mississippi, through its governing body and authorized representative, party of the second part, hereinafter called the OWNER.

WITNESSETH THAT THE PARTIES HERETO do mutually agree as follows:

1. The CONTRACTOR shall, in a good and workmanlike manner and at his own cost and expenses, furnish all labor, materials, plans, and equipment necessary to construct the Construction of Hydrant Fuel System for Picayune Municipal Airport.
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, and interpretations and all additional instructions and 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 ten (10) calendar days after the date of Work Order, and he shall faithfully execute and fully complete all work hereunder within 120 consecutive calendar days from and after the tenth calendar day following the date of Work Order.
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 the 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).
6. In consideration of the faithful performance by the CONTRACTOR of all terms, conditions, and covenants of the Contract to the satisfaction of the OWNER, the OWNER shall pay and the CONTRACTOR shall receive the lump sums and/or unit prices stipulated in the Contractor's Proposal in the total amount of:

Ninety Thousand Seven Hundred Seventy-Five Dollars  
and No Cents (\$ 90,775.00 ),

which total sum shall be known as the Contract Price, as full compensation for all work furnished and installed by the CONTRACTOR under this Contract, except that the Contract

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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.

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

On the first day of each month, or as soon thereafter as practicable, the CONTRACTOR shall prepare and submit to the ARCHITECT/ENGINEER for approval a duly certified estimate of the work performed during the preceding calendar month, and the value thereof.

The estimate shall include all labor and materials incorporated in the work, and all materials suitably stored at the site of the work. Upon ARCHITECT/ENGINEER'S approval of the estimate, and not later than the fifteenth day of each calendar month, the OWNER shall pay to the CONTRACTOR ninety percent (90%) of the value of the estimate.

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

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

- a. The completion of the project;
- b. The approval by the ARCHITECT/ENGINEER of all work 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.

8. 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.
9. 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

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CONSTRUCTION CONTRACT

00510-2

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 each and every other remedy herein provided, and 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 WHEREOF, the parties hereto have caused these presents to be executed and have hereto set their hands on the day and year first above written.

Mayor and City Council of the City of Picayune, MS  
OWNER

WITNESS:  
Barbara McLeod

By [Signature]

Cobb Environmental & Technical Services, Inc.  
CONTRACTOR

PO Box 1602, Tupelo, MS 38802  
ADDRESS

ATTEST:  
Mary G. Davis



[Signature]  
President

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

15 October 2008

Ms. Barbara McGrew  
**City of Picayune**  
815 North Beech Street  
Picayune, MS 39466

**Re: Hydrant Fuel System - MM-0060-0209**  
**Picayune Municipal Airport**

Dear Ms. McGrew:

Enclosed is the tabulation of bids for the referenced project. We recommend that the project be awarded to the low bidder, Cobb Environmental & Technical Services, in the amount of \$90,775.00 which is comprised of the Base Bid and the Additive Alternate Bid No. 1. By copy of this letter to MDOT we are asking for their concurrence in this award.

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

Sincerely,

**Allen & Hoshall**

Edwin K. Dedeaux  
Manager, Engineering

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

EKD/fb

Enclosure

pc: Tommy Booth, MDOT Aeronautics, w/Enclosure  
Andy Greenwood, Picayune Municipal Airport, w/Enclosure

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**TABULATION OF BIDS**  
**HYDRANT FUEL SYSTEM**  
**FOR**  
**PICAYUNE MUNICIPAL AIRPORT**  
**PICAYUNE, MISSISSIPPI**

10:00 A.M.      14 October 2008

<u>BIDDER</u>	<u>TOTAL BID PRICE</u>	<u>ADDITIVE ALTERNATE BID NO. 1</u>
Cobb Environmental & Technical Services	\$74,775.00	\$16,000.00
Plaas Incorporated	\$88,011.00	\$25,000.00
B&E Equipment Co., Inc.	\$100,226.00	\$55,000.00
Holliday Construction, LLC	\$163,702.71	\$34,435.50

I certify that this is a true and correct tabulation of the bids received at 10:00 A.M., 14 October 2008 for Hydrant Fuel System, 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 Watkins, Parker, Guy, and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE CONDITIONAL USE REQUEST FROM MARIE GILCREASE TO PLACE A MOBILE HOME IN AN AREA ZONED R-2**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to table conditional use request from Marie Gilcrease to place a mobile home in an area zoned R-2.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Watkins, Parker, Guy, 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 CITY OF PICAYUNE TO REZONE PROPERTY LOCATED ON HWY 11 SOUTH (MAP HEADSTART BUILDING) FROM I-1 LIGHT INDUSTRIAL TO C-3 HIGHWAY COMMERCIAL**

Motion was made by Council Member Guy, seconded by Council Member Bounds to accept Planning Commission recommendation to approve the zone change request and resolution as presented.

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:

**Parcel "A"  
2.752 acres**

Commencing at the Northeast Corner of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi, said corner being a 1-inch iron pipe; thence South 3,210.68 feet; thence West 1,099.53 feet to a point on the East Margin of U.S. Highway No. 11, said point also being the point of beginning for a 7.23 Acres tract owned by the State of Mississippi, for the Point of Beginning; thence East 352.48 feet; thence South 10 degrees 58 minutes 48 seconds West 377.80 feet to a point in a fence; thence North 78 degrees 57 minutes, 16 seconds West along said fence 351.46 feet to a point on the aforesaid East margin; thence North 11 degrees, 59 minutes, 00 seconds East along said margin 310.31 feet to the point of beginning. This parcel containing 2.752 Acres and being part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi.

5.

The subject real property is currently zoned as follows, to-wit:  
I-1 Light Industrial

6.

The proposed changes in the zoning of the hereinbefore described real property is as follows, to-wit: From I-1 (Light Industrial) to C-3 ( Highway Commercial)

DISAPPROVAL OF THE ZONE CHANGE

\_\_\_ Disapprove the above action without Comments.

\_\_\_ 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 14<sup>th</sup> day of October, A.D., 2008.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:	X				
Martha Sheppard:	Y				
Patricia Barnett:	Y				
Dennis Collier:	Y				
Luddia Williams:	Y				
Gerald Myers:					X
Willie Eubanks:					X
Martha Ford:	Y				

The above Resolution having received the affirmative vote of the majority of the members present, the Resolution was declared adopted on this, 14<sup>th</sup> day of October, A.D., 2008.

\_\_\_\_\_  
PRESIDENT/CHAIRMAN

ATTEST:

\_\_\_\_\_  
Zoning Department

ORDINANCE NO. 860

**AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM I-1, LIGHT INDUSTRIAL TO C-3, HIGHWAY COMMERCIAL**

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 **I-1** (Light Industrial) to **C-3** (Highway Commercial).

The following parcel Lot 1, Parcel #6175220040300201, Pin # **032843** located at 1300 Hwy 11 South which legal description is:

**Parcel "A"- 2.752 acres**

Commencing at the Northeast Corner of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi, said corner being a 1-inch iron pipe; thence South 3,210.68 feet; thence West 1,099.53 feet to a point on the East Margin of U.S. Highway No. 11, said point also being the point of beginning for a 7.23 Acres tract owned by the State of Mississippi, for the Point of Beginning; thence East 352.48 feet; thence South 10 degrees 58 minutes 48 seconds West 377.80 feet to a point in a fence; thence North 78 degrees 57 minutes, 16 seconds West along said fence 351.46 feet to a point on the aforesaid East margin; thence North 11 degrees, 59 minutes, 00 seconds East along said margin 310.31 feet to the point of beginning. This parcel containing 2.752 Acres and being part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 6 South, Range 17 West, Pearl River County, Mississippi.

**Section 2.** Severability, Conflict and Effective Date.

Should any section, clause, paragraph, provision, or part of this ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity of any other section, clause, paragraph, provision, or part of this ordinance. All provisions of this ordinance shall be considered separate provisions, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the 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 Councilmember Leavern Guy, Seconded by Councilmember Jerry Bounds, and voted upon as follows:

**VOTING YEA:** Mayor Greg H. Mitchell, Council Members Leavern Guy, Larry Watkins, Jerry Bounds, and David Parker

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Anna Turnage

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 **21<sup>st</sup> day of October 2008.**

\_\_\_\_\_  
Greg Mitchell, Mayor

**ATTEST:**

\_\_\_\_\_  
Leann Smith, Deputy Clerk

**Publish Date: October 26, 2008**

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Watkins, Parker, Guy, 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 COLEMAN DAVIS FOR HOME OCCUPATIONAL LICENSE TO OPERATE A PAINTING AND FLOORING BUSINESS FROM 2109 WALKER STREET**

Motion was made by Council Member Parker, seconded by Council Member Guy to accept Planning Commission Recommendation and Resolution to approve request from Coleman Davis for Home Occupational License to operate a painting and carpet and tile installation business from 2109 Walker St.

**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: 2109 Walker Street.

5.

The request under consideration is:

Home Occupational License (Applicant Name: Coleman B. Davis)

6.

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

Provide Painting, carpet and tile installation Services

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.

- 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.

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 October, A.D., 2008.

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				
Gerald Myers:					X
Willie Eubanks:					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, 14<sup>th</sup> day of October, A.D., 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Watkins, Parker, Guy, 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 MR. AND MRS JEFF WYLIE TO REZONE PROPERTY FROM R-2 TO R-3 FOR PROPERTY LOCATED ON CIRCLE DRIVE**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to accept Planning Commission Recommendation and Resolution to approve request from Mr. and Mrs. Jeff Wylie to rezone property from R-2 to R-3 for property located on Circle Drive.

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: Mr. & Mrs. Jeff Wylie)

4.

The location of the real property that is under consideration is described as follows, to-wit:

**Parcel 1**

Commence at the NW Corner of the NE ¼ of the SW ¼ of Sec. 11, T6S, R17W, Pearl River County, Mississippi and run South to 214.00'; Thence run S 77 degrees 30' E 848.00'; Thence run N 30 degrees E 415.50' to a iron pipe located at a fence post; Thence run N 30 degrees 00' 07" E 83.50' to an iron pipe and the point of beginning; Thence run N 29 degrees 59' 52" E 83.51'; Thence run N 32 degrees 30' 07" E 27.86' to an iron pipe; Thence run N 58 degrees 47' 46" W 327.67'; Thence run S 30 degrees 45' 19" W 147.74' to an iron pipe; Thence run S 65 degrees 08' 09" E 329.66' to the point of beginning, said parcel is located in the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ all in Section 11, T 6S, R 17 W, Pearl River County, Mississippi, said parcel contains 0.97 acres, more or less.

**Parcel 2**

Commence at the NW Corner of the NE ¼ of the SW ¼ of Sec. 11, T 6S, R 17 W, Pearl River County, Mississippi and run South 214.00'; Thence run S 77 degrees 30' E 848.00'; Thence run N 30 degrees E 415.50' to a iron pipe located at a fence post; Thence run N 30 degrees 00' 07" E 83.50' to an iron pipe; Thence run N 29 degrees 59' 52" E 83.51'; Thence run N 32 degrees 30' 07" E 27.86' to an iron pipe and the point of beginning; Thence run N 32 degrees 30' 03" E 140.15' to an iron pipe; Thence run N 64 degrees 26' 04" W 330.00' to an iron pipe; Thence run S 32 degrees 30' 05" W 107.72'; Thence run S 58 degrees 47' 46" E 327.67' to the point of beginning, said parcel is located in the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ all in Section 11, T6S, R17 W, Pearl River County, Mississippi, said parcel contains 0.93 acres, more or less.

5.

The subject real property is currently zoned as follows, to-wit:

R-2 Two Family Residential

6.

The proposed changes in the zoning of the hereinbefore described real property is as

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

The Floodplain Ordinance will be strictly followed and a Floodplain Certificate will be provided

DISAPPROVAL OF THE ZONE CHANGE

Disapprove the above action without Comments.

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 14<sup>th</sup> day of October, A.D., 2008.

Voting:	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Not Voting</u>	<u>Not Present</u>
Melvin Hicks:		X			
Martha Sheppard:	Y				
Patricia Barnett:	Y				
Dennis Collier:	Y				
Luddia Williams:		X			
Gerald Myers:					X
Willie Eubanks:					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, 14<sup>th</sup> day of October, A.D., 2008.

\_\_\_\_\_  
PRESIDENT/CHAIRMAN

ATTEST:

ORDINANCE NO. 861

**AN ORDINANCE TO REZONE THE FOLLOWING DESCRIBED PROPERTY FROM R-2, TWO FAMILY RESIDENTIAL TO R-3, MULTI-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 R-2 Two Family Residential to R-3 Multi-Family Residential:

The following parcel Lot 1, Parcel # 6171110020303200 Pin # 022192, located on Circle Drive which legal description is

**Parcel 1**

Commence at the NW Corner of the NE ¼ of the SW ¼ of Sec. 11, T6S, R17W, Pearl River County, Mississippi and run South to 214.00'; Thence run S 77 degrees 30' E 848.00'; Thence run N 30 degrees E 415.50' to a iron pipe located at a fence post; Thence run N 30 degrees 00' 07" E 83.50' to an iron pipe and the point of beginning; Thence run N 29 degrees 59' 52" E 83.51'; Thence run N 32 degrees 30' 07" E 27.86' to an iron pipe; Thence run N 58 degrees 47' 46" W 327.67'; Thence run S 30 degrees 45' 19" W 147.74' to an iron pipe; Thence run S 65 degrees 08' 09" E 329.66' to the point of beginning, said parcel is located in the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ all in Section 11, T 6S, R 17 W, Pearl River County, Mississippi, said parcel contains 0.97 acres, more or less.

**Parcel 2**

Commence at the NW Corner of the NE ¼ of the SW ¼ of Sec. 11, T 6S, R 17 W, Pearl River County, Mississippi and run South 214.00'; Thence run S 77 degrees 30' E 848.00'; Thence run N 30 degrees E 415.50' to a iron pipe located at a fence post; Thence run N 30 degrees 00' 07" E 83.50' to an iron pipe; Thence run N 29 degrees 59' 52" E 83.51'; Thence run N 32 degrees 30' 07" E 27.86' to an iron pipe and the point of beginning; Thence run N 32 degrees 30' 03" E 140.15' to an iron pipe; Thence run N 64 degrees 26' 04" W 330.00' to an iron pipe; Thence run S 32 degrees 30' 05" W 107.72'; Thence run S 58 degrees 47' 46" E 327.67' to the point of beginning, said parcel is located in the SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ all in Section 11, T6S, R17 W, Pearl River County, Mississippi, said parcel contains 0.93 acres, more or less.

**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 Councilmember Jerry Bounds, Seconded by Councilmember Larry Watkins, and voted upon as follows:

VOTING YEA: Mayor Greg H. Mitchell, Council Members Leavern Guy, Larry Watkins, Jerry Bounds, and David Parker

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Anna Turnage

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 21<sup>st</sup> day of October 2008.

\_\_\_\_\_  
Greg Mitchell, Mayor

**ATTEST:**

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Leann Smith, Deputy Clerk

**Publish Date: October 26, 2008**

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Watkins, Parker, Guy, 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 TO APPROVE REQUEST FROM TED MUSGROVE TO SUBDIVIDE ONE CONFORMING PARCEL LOCATED AT 604 CAYTEN STREET INTO FOUR CONFORMING LOTS FOR FUTURE R-2 TWO FAMILY DEVELOPMENT**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to accept planning commission recommendation to approve request from Ted Musgrove to subdivide one conforming parcel located at 604 Cayten Street into four conforming lots for future R-2 Two Family Development.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO FOLLOW PLANNING COMMISSION RECOMMENDATION TO DENY REQUEST BY YVONNE SIMPSON FOR A 1500' VARIANCE ON PROPERTY LOCATED AT 600 SOUTH HAUGH TO PLACE 9 ADDITIONAL MEMA COTTAGES**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to follow the Planning Commission recommendation to deny request by Yvonne Simpson for a 1500' variance on property located at 600 South Haugh to place 9 additional MEMA cottages.

**MOTION TO WITHDRAW PREVIOUS MOTION TO FOLLOW PLANNING COMMISSION RECOMMENDATION TO DENY REQUEST BY YVONNE SIMPSON**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to withdraw previous motion to follow Planning Commission Recommendation to deny request by Yvonne Simpson.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ALLOW YVONNE SIMPSON TO AMEND APPLICATION FOR VARIANCE REDUCTION**

Motion was made by Council Member Guy, seconded by Council Member Watkins to allow Yvonne Simpson to amend application for variance reduction.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO REMAND AMENDED APPLICATION BY YVONNE SIMPSON BACK TO PLANNING COMMISSION FOR PUBLIC HEARING ON VARIANCE**

Motion was made by Council Member Guy, seconded by Council Member Watkins to remand amended application by Yvonne Simpson back to Planning Commission for Public Hearing on variance.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACCEPT DONATION OF POLICE BICYCLES AND RECOGNIZE THE MAIN STREET COMMITTEE AND CONTRIBUTORS FOR SAID DONATION**

Motion was made by Council Member Watkins, seconded by Council Member Guy to recognize the Main Street Committee and the contributors for donating two fully equipped Police Bicycles and accept donation of bicycles.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE TRAVEL FOR KEITH BROWN, JOHN MARK MITCHELL, AND BARRY LEE TO THE PIERCE PLANT IN FLORIDA OCTOBER 26-29, 2008 TO INSPECT TWO FIRE TRUCKS ON ORDER**

Motion was made by Council Member Bounds, seconded by Council Member Parker to authorize travel for Keith Brown, John Mark Mitchell, and Barry Lee to the Pierce Plant in Florida October 26-29, 2008 to inspect two fire trucks on order.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE TRAVEL FOR CHIEF BROWN TO ATLANTA, GA OCTOBER 22-23, 2008 FOR THE PURPOSE OF SITTING ON A FOCUS GROUP PANEL FOR THE CREATION OF A NATIONWIDE FUSION CENTER**

Motion was made by Council Member Parker, seconded by Council Member Watkins to authorize travel for Chief Brown to Atlanta, GA October 22-23, 2008 for the purpose of sitting on a focus group panel for the creation of a nationwide fusion center with all expenses being paid by the International Association of Fire Chiefs.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Watkins, Parker, Guy, 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 EXECUTION OF T-HANGER LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND TOM VENNEN**

Motion was made by Council Member Bounds, seconded by Council Member Parker to approve request for execution of T-Hanger Lease Agreement by and between City of Picayune and Tom Vennen and authorize the Mayor to sign said agreement.

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **21th day of October, 2008**, by and between the City of Picayune, hereinafter referred to as "Lessor" and **Thomas Vennen**, 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 **O-12** 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. **TERMS**

The term of this Agreement shall be **yearly**, with the term to begin on the **21th day of October**, and continue thereafter **yearly** 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 **\$250.00** per month plus a **\$250.00** hangar deposit fee is due at the inception of this contract. Said rent shall be payable by mail to the Picayune Municipal Airport, 815 North Beech Street, Picayune, Mississippi 39466, or by personal

the Picayune Municipal Airport office at 148 Runway Road, Picayune, Mississippi. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS 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. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby 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, Lessor shall be responsible for the connection of electric services for the Hangar. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

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 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 accepted.

**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

At to Lessee: Thomas C. Vennen  
105 W. Forest Dr.  
Slidell, LA 70458-1123

WITNESS the signatures of the parties hereto, this the 21th of October, 2008.

LESSOR: CITY OF PICAYUNE

BY: \_\_\_\_\_  
Greg Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

LESSEE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 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 Guy, Watkins, Parker, 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 Watkins, seconded by Council Member Parker to return to regular session.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 BOUNDS EXITED THE MEETING***

**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. Contractual matter with Industrial Park
- B. Contractual matter concerning Bond Issues
- C. Personnel Matter
- D. Possible lease agreement
- E. Contractual matter concerning contracts

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH INDUSTRIAL PARK**

NO ACTION TAKEN-DISCUSS AT NEXT MEETING

**CONTRACTUAL MATTER CONCERNING BOND ISSUES**

NO ACTION TAKEN-DISCUSS AT NEXT MEETING

**PERSONNEL MATTER**

**APPOINT PRISCILLA C DANIEL AS CITY CLERK EFFECTIVE OCTOBER 1, 2008  
BY NUNC PRO TUNC ORDER**

Motion was made by Council Member Guy, seconded by Council Member Parker that the appointment of Priscilla C Daniel as City Clerk should have been a matter of business by the Mayor and Council at the regular recessed meeting of September 22, 2008. Therefore it is now hereby ordered by the Mayor and Council of the City of Picayune that Priscilla C Daniel is hereby appointed, by nunc pro tunc order, as City Clerk effective October 1, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**POSSIBLE LEASE AGREEMENT**

NO ACTION TAKEN-DISCUSS AT NEXT MEETING

**CONTRACTUAL MATTER CONCERNING CONTRACTS**

NO ACTION TAKEN

**MOTION TO ADJOURNMENT AND CLOSE OF JULY SESSION**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to adjourn until Tuesday, November 4, 2008 at 5:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Bounds and Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried

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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 4, 2008, 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, Leavern Guy and Interim City Manager Harvey Miller. Council Member Donald Parker was absent.

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 TO AMEND AGENDA**

Motion was made by Council Member Guy, seconded by Council Member Bounds to amend the agenda by adding a contractual matter with the Intermodal Center to Executive Session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED OCTOBER 21, 2008**

Motion was made by Council Member Bounds, seconded by Council Member Turnage for approval of the minutes dated October 21, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve the docket for November 4, 2008 in the amount of \$485,161.13

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO PROCLAIM THE WEEK OF NOVEMBER 3-9, 2008 AS WOMEN VETERANS RECOGNITION WEEK**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request to Proclaim the week of November 3-9, 2008 as Women Veterans Recognition Week and to authorize the Mayor to sign the Proclamation.

**PROCLAMATION FOR  
WOMEN VETERANS RECOGNITION WEEK  
NOVEMBER 3-9, 2008**

WHEREAS: American women have defended our Nation and its principles of freedom and justice since the earliest conflicts in our country's fight for independence; and

WHEREAS: women have served in the military in many ways, from fighting on the front lines to caring for wounded soldiers, and in the course of their service, many have sacrificed their own lives; and

WHEREAS: many wars and battles throughout history could not have been won without the support of women; and

WHEREAS: the service of women-remarkable at all levels-received scant notice until World War II, when our Nation's sovereignty was threatened and Americans came to recognize and appreciate the enormous contribution that women offered in strengthening our military forces at home and in campaign theatres across the globe; and

WHEREAS: women have not been deterred by the risks of military service and, today the number of women America's armed forces continues to grow, with women assuming greater responsibility and achieving higher ranks and roles of leadership in defending our Nation, its ideals and its freedom, as well as the freedom of our allies; and

WHEREAS: we have many of these brave women veterans residing in the Picayune area and continuing to work here to improve the community in which we live;

NOW, THEREFORE, I, Greg Mitchell, by virtue of the authority vested in me as Mayor of the City of Picayune, Mississippi do hereby proclaim the week of November 3<sup>rd</sup> through the 9<sup>th</sup>, 2008

WOMEN VETERANS RECOGNITION WEEK

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Dated

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE REQUEST BY REBUILDING PEARL RIVER COUNTY TOGETHER TO WAIVE PERMIT AND TAP FEES**

Motion was made by Council Member Watkins, seconded by Council Member Guy to approve request from Rebuilding Pearl River County Together to waive all permit and taps fees for 5 homes that will be built within the City limits.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE CONDITIONAL USE REQUEST FROM MARIE GILCEASE**

Motion was made by Council Member Guy, seconded by Council Member Turnage to table conditional use request from Marie Gilcrease to place a mobile home in an area zoned R-2 until the November 18, 2008 meeting. Nearby property owner, Damon Devore, expressed opposition to the request and Council wished for more time to make the decision.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**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 under Grant Administration.

1. Consider submitting a pre-application to Federal Aviation Administration (FAA) for FY09 funding. Funding as follows: FAA \$300,000; MDOT \$7,500 and City of Picayune \$7,500. Said applications is due FAA by November 15, 2008.  
Action Requested: Authorize the submission of said pre-application; application components to be determined by the Airport Manager and the FAA Board. Authorize Allen & Hoshall to submit said pre-application and the Mayor to sign it and all related documents.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE SUBMISSION OF PRE-APPLICATION TO FEDERAL AVIATION ADMINISTRATION**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to authorize Allen & Hoshall to submit pre-application to FAA (components to be determined by Airport Manager and FAA Board) and authorize the Mayor to sign said pre-application and all related documents.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND MICHAEL PATRICK JOHNSON.**

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve T-Hangar lease agreement by and between the City of Picayune and Michael Patrick Johnson.

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 **November, 2008**, by and between the City of Picayune, hereinafter referred to as "Lessor" and, **Michael Patrick Jackson**, 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 **L-3** 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. **TERMS**

The term of this Agreement shall be **monthly**, with the term to begin on the **4<sup>th</sup>** day of **November**, and continue thereafter **monthly** 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 **\$275.00** plus a **\$275.00** hangar deposit fee is due at the inception of this contract. 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. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS 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. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby 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, Lessor shall be responsible for the connection of electric services for the Hangar. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

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 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 accepted.

**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

At to Lessee: Michael Patrick Jackson  
5563 Bay Point Rd.  
Bokeelia, FL 5922-3327

WITNESS the signatures of the parties hereto, this the 7th of October, 2008.

LESSOR: CITY OF PICAYUNE

BY: \_\_\_\_\_  
Greg Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

LESSEE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AT THIS TIME COUNCIL MEMBER ANNA TURNAGE PRESENTED A PETITION FROM LOCAL NEIGHBORS CONCERNING THE DRAINAGE CANAL ON SOUTH GREEN ST. AND ASKED THAT IT BE PART OF THE OFFICIAL MINUTES.**

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43 Names →

Councilwoman Anna Turnage

This document and petition addresses the concerns of the local neighbors about the drainage canal on S. Green St. The continuous maintenance of the canal is draining the city of manhours and funds. This document addresses our idea of how to correct this problem. Please present this petition to the city council and request they take action to correct the long overdue problem.

The drainage ditch that runs along S. Green St. and S. Monroe St. drains the east side of the city. Just as the drainage ditch that runs along Holly St. drains the west side of the city. Years ago our city engineers, managers, council members and mayors had the foresight to clean out this drainage ditch and pave the sides and bottom. This effort saved the city much time, many man-hours, and a lot of money on maintenance of these ditches. This paving has held up for over forty years.

A few years back the city decided to widen the drainage ditch on S. Green/S. Monroe from 3 ft. to 10 ft. on the bottom and provide a 25 ft. ROW for the newly constructed drainage canal. This was to keep the canal from backing up and flooding the east side of town. However, in doing so they removed most of the paving on the ditch sides and bottom and never repaved it.

Therefore, the weeds and small trees grow in the ditch abundantly and still causes the canal to backup and flood since it is not paved. The city uses a very

large track hoe (which cost considerable to operate) to clean out the canal and has widen the ditch beyond the 25 ft. ROW. This has infringed on private property not controlled by the city. The city has also dug the canal deeper and has caused standing water created by the S. Monroe St. culvert dam. The standing water has generated a fish haven which is full of snakes.

Trying to maintain the canal has required a tremendous effort and great cost to the city. The canal desperately needs cleaned out again. Tree limbs and tin roofing from Katrina are still lying in the canal. Now it is time to again make good management and engineering decisions and fill in the canal to within the ROW, raise the bottom to the level of the S. Monroe St. culvert, and assure both sides and bottom of the canal are paved once again. The cost would be returned many times over on the saving from maintenance cost. It appears the Holly St. canal has had far better maintenance and funds than the S. Green St. canal. We would like to know Why?

The following people petition the city to clean out the S. Green St. canal, fill in the canal sides to within the ROW, raise the bottom level, and pave both sides and the bottom.

NAME	ADDRESS
ow + Becht	112 S. Monroe St
Jeanne Hill	616 E Canal St 39466
Mark Rife	616 E Canal St 39466
Joe O'Neil	616 E Canal St, 39466
Dary Landrum	605 Cecile St Pic. 39466
Wynne Lyles	South Monroe St,
Boyce Landrum	605 Cecile St Pic.

NAME	ADDRESS
John Wilkins	603 Cecile St.
Thomas Travis	1017 S Green Ave
Gloria Travis	600 E Canal St
W.H. Orenman	121 S. Manzanar av.
SAMUEL W. COLE	116 S MONROE AVE
Dinky Trucks	116 S MONROE AVE
Judith Knight-Schellor	602 E. Canal St.
John Snow	125 S MONROE AVE
Tony Posset	705 E Canal St.
Karen Hele	619 Mitchell St
Amy Wad	206 S. Manaw
Elaine Hill	" "
Dara Kroescher	520 Mitchell St.
Anna Moskau	" "
Patricia A. Spry	114 South Monroe Ave
Rev. Glenn McKinney	204 N. Jackson Ave Bayou, N
Akeem McKinney	204 N. Jackson Ave Bayou, N

Name	Address
1. Joyce Davis	803 3rd St.
2. Rena Pickett	312 N. Monroe Ave
3. Charles R. Brown	311 MONROE Ave.
4. Laura W. Pickett	704 E. 4th Street
5. Roidita Simmons	702 E. 4th Street
6. Dianne Brooks	114 N. Monroe Ave
7. Mattie Hoskins	207 N. Monroe Ave
8. Brarer Waber	207 W. Monroe Ave.
9. Keith W. Gray	215 N. Monroe Ave
10. Dean Smith	212 N. MONROE AVE.
11. Demand Spivey	210 N. Monroe Ave
12. Kroy Swell	301 N. Jackson Ave.
13. Rosa Lee Whitehead	730-3rd St
14. Vincent Wilson	28 Sunset Ln
15. Shasta Keys	601 Buren Ave
16. Rosalind Solomon	402 N. Monroe St.
17. Donald R. Ray	401 N. Monroe St.
18. Sharon Reed	401 N. Monroe St.
19. Calvin Simmons	722 Third St.
20. Mae Bell	224 N. Jackson Ave.

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

Motion was made by Council Member Watkins, 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 Guy, Watkins, Turnage, and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**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 Bounds to return to regular session.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

*AT THIS TIME COUNCIL MEMBER DONALD PARKER ENTERED THE MEETING*

**MOTION TO AMEND AGENDA**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to amend the agenda to include contractual matters concerning water/gas meters in Executive Session.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Turnage, Parker 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 Watkins, seconded by Council Member Turnage to enter executive session to discuss the following:

- A. Contractual matter with Industrial Park
- B. Contractual matter with Partners for Pearl River County
- C. Contractual matter with Intermodal Center
- D. Contractual matter with water/gas meters

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH INDUSTRIAL PARK**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to buy back property previously sold to AVW, L.L.C. in the amount of \$87,676.06, contingent upon financing, with a closing date within 30 to 45 days per City Attorney.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH RON FINE/PARTNERS FOR PEARL RIVER COUNTY**

NO ACTION TAKEN-DISCUSSION ONLY

**CONTRACTUAL MATTER WITH INTERMODALCENTER**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve contract with Picayune Mainstreet, Inc to occupy Picayune Intermodal Center as per email approval from FTA, and authorize Mayor to sign lease contingent upon meeting again to discuss terms of contract.

**CONTRACT**

This contract made and executed in duplicate originals on this the \_\_\_ day of November, 2008, by and between The City of Picayune, State of Mississippi, represented herein by Greg Mitchell, its duly authorized Mayor (hereinafter called the "City"), and Picayune Mainstreet, Inc., being represented herein by Reba Beebe, its General Manager and duly authorized representative.

**WITNESSETH**, that in consideration of the covenants and agreements herein, to be performed by the parties hereto, it is mutually agreed as follows:

WHEREAS. The Mayor and City Council of the City of Picayune find that it would be in the best interest and welfare of the City of Picayune and it's Citizens, that a contract be entered into with Picayune Mainstreet, Inc. for the purpose of maintaining hours of operation, maintaining hours of operation for Picayune Museum, providing Tourism Information, and maintaining calendar of events for meeting room and any future transportation.

Whereas the City of Picayune is the owner of the Picayune Transportation Intermodal Center located at 200 Highway 11 South and is willing to make said building available to Picayune Mainstreet, Inc for the purposes herein set forth.

1. DUTIES AND OBLIGATIONS OF THE CITY:

The City shall make available to Picayune Mainstreet for such a period within this agreement, the Picayune Intermodal Transportation Center for a term of five (5) years, beginning December 1, 2008, and ending November 30, 2013. The City shall maintain the heat, air conditioning, plumbing, and roof. The City shall provide the water, gas, sewer, and electricity for said premises. The City of Picayune will continue Hazard Insurance on building as currently in place.

2. DUTIES AND OBLIGATIONS OF PICAYUNE MAINSTREET, INC.

Picayune Mainstreet shall maintain and provide all telecommunications including but not limited to Internet, phone service, cable etc., if so desired. Occupy premises, maintain hours of operation Monday through Friday, maintain calendar of events to be held in conference room, and maintain hours of operation of Museum.

Picayune Mainstreet, Inc. will maintain liability insurance coverage and insurance coverage on all personal property and equipment owned.

Picayune Mainstreet will furnish all personal property, equipment, etc in order to maintain operations.

**Indemnity**

Picayune Mainstreet, Inc will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of or in any way concerning or incident to any work done in the performance of this Contract or arising out of a willful or negligent act or omission of Picayune Mainstreet, Inc, its officers, agents, servants and employees; provided, however, that Picayune Mainstreet, Inc shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

It is understood and agreed by and between both parties herein that obligations in the City of Picayune's current budget being paid to Picayune Mainstreet, Inc. is withdrawn in lieu of Picayune Mainstreet, Inc occupying said premises. No construction or changes to the premises will be made without written prior approval from Mayor and City Council.

It is further understood and agreed that either party to this contract can terminate the term with a 60 day written notice prior to expiration.

**IN WITNESS WHEREOF**, Greg Mitchell, Mayor of the City of Picayune, has hereunto subscribed his name, for the City of Picayune, Mississippi, as its duly authorized representative, and Reba Beebe, General Manager and duly authorized representative of Picayune Mainstreet, Inc, has also hereunto subscribed her name on the days and dates set forth after their various signatures.

WITNESSES:

Picayune Mainstreet, Inc.

\_\_\_\_\_

By: \_\_\_\_\_  
Reba Beebe

\_\_\_\_\_

Its: General Manager

WITNESSES:

**CITY OF PICAYUNE**

\_\_\_\_\_

By: \_\_\_\_\_  
Greg Mitchell

\_\_\_\_\_

Its: Mayor

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECEIVE PROPOSALS FROM NAESCO CERTIFIED FIRMS FOR THE DEVELOPMENT OF A GUARANTEED WATER/GAS METER ENERGY PERFORMANCE CONTRACT**

Motion was made by Council Member Parker, seconded by Council Member Watkins to receive sealed proposals until 10:00 a.m. on Tuesday, December 9, 2008 from NAESCO certified firms for the development of a guaranteed water/gas meter energy performance contract.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND AGENDA**

Motion was made by Council Member Guy, seconded by Council Member Parker to amend agenda to include request to terminate contract with Meter Reading Specialists.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE REQUEST TO TERMINATE CONTRACT WITH METER READING SPECIALISTS**

Motion was made by Council Member Bounds, seconded by Council Member Parker to terminate contract with Meter Reading Specialists in accordance with terms and conditions of contract.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECESS**

Motion was made by Council Member Parker seconded by Council Member Turnage to recess until Tuesday, November 18, 2008 at 6:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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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, Thursday, November 6, 2008, at 4:30 p.m. in special called session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, and Jerry Bounds, Interim City Manager Harvey Miller. 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 Larry Williamson, followed by the Pledge of Allegiance led by Mayor Greg Mitchell.

**APPROVE CHANGE ORDER NO. 1 FOR THE PICAYUNE FIRE STATION**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve Change Order No. 1 for the new Picayune Fire Station in order to provide additional fill material, additional concrete paving, and electrical conduit, and authorize Mayor to sign said order.

SPECIAL CALLED METTING NOVEMBER 6, 2008

CONTRACT CHANGE ORDER

OWNER: City of Picayune

CONTRACTOR: ReflecTech, Inc.

DATE: November 6, 2008

CHANGE ORDER NUMBER: 1

CONTRACT NUMBER: Picayune Fire Station

PROJECT NAME: Picayune Fire Station

REASON FOR CHANGE: Additional fill required to raise truck bays and surrounding areas 12". Additional concrete paving to tie into the new location of the Fire Station Access Road. Install electrical conduit for future outside lighting.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
1	Add: 575 Cubic Yards Fill Material		\$ 15,885.07
2	Add: 1,493 SF of Concrete Pavement		\$ 16,630.08
3	Add: 800 LF of Electrical Conduit		\$ 7,420.00
<b>TOTAL CONTRACT CHANGE</b>			\$39,935.15
ORIGINAL CONTRACT AMOUNT:		\$ 1,697,400.00	\$ 1,697,400.00
CURRENT CONTRACT AMOUNT:		\$ 1,697,400.00	\$ 1,697,400.00
THIS CONTRACT CHANGE:		\$ 39,935.15	\$ 39,935.15
REVISED CONTRACT AMOUNT:		\$ 1,737,335.15	\$ 1,737,335.15
CURRENT CONTRACT COMPLETION DATE:			June 6, 2009
TIME EXTENSION REQUIRED BY CHANGE:			60 Days
REVISED CONTRACT COMPLETION DATE:			August 6, 2009
<small>THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY</small>			

RECOMMENDED BY:   
ENGINEER

11-6-08  
DATE

ACCEPTED BY: \_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

APPROVED BY: \_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

APPROVED BY: \_\_\_\_\_  
FUNDING AGENCY

\_\_\_\_\_  
DATE

# REFLECTECH, INC.

100 Street A, Suite A  
Picayune, MS 39466

Phone 601-798-4969  
Fax 601-798-4906

November 5, 2008

Dungan Engineering, P.A.  
Mr. Brooks Wallace, P.E.  
925 Goodyear Blvd.  
Picayune, MS 39466

RE: Change Order for The City of Picayune Fire Department  
New Central Fire Station, Picayune, MS

ReflecTech, Inc. proposes to furnish equipment, labor, and material to complete the following:

A. Raise the building pad and parking lot. \$15,885.07

575 cy fill, grading and compacting @ \$20.85/yd	\$11,988.75
3.5% MPC (Tax)	\$ 419.60
2% Bonding and Insurance	\$ 239.77
17% Overhead	\$ 2,038.08
10% Profit	\$ 1,198.87

B. Change the drive in back of building. ~~\$24,500.00~~ 16,630.10

<del>Clear land for new drive and dispose</del>	<del>\$5,200.00</del>
Undercut 2' or to solid ground and fill	\$3,134.00
45' curb and gutter @ \$45.77/ft	\$2,060.00
6" concrete drive	\$7,357.00
3.5% MPC (Tax)	\$ <del>621.28</del> 439.29
2% Bonding and Insurance	\$ <del>367.44</del> 251.02
17% Overhead	<del>\$3,185.75</del> 2,133.67
10% Profit	<del>\$2,574.53</del> 1,255.10

11-6-08  
BW

BW  
BW  
BW  
BW

C. Approximately 800 linear feet of trenching @ \$7.00/lf and set additional conduit for additional exterior lights with pull string inside conduit. \$7,420.00

Cost	\$5,600.00
3.5% MPC (Tax)	\$ 196.00
2% Bonding and Insurance	\$ 112.00
17% Overhead	\$ 952.00
10% Profit	\$ 560.00

Total proposed change order: ~~\$47,805.07~~ \$39,935.15 (800)  
11-6-08

We appreciate your business.

Sincerely,



Larry R. Williamson

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Guy and Turnage

**ABSTAINING AND NOT VOTING:** None

**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 Greg Mitchell and Council Members Parker, Bounds, and Watkins

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Guy and Turnage

**ABSTAINING AND NOT VOTING:** None

**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 Greg Mitchell and Council Members, Parker, Bounds, and Watkins

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Members Guy and Turnage

**ABSTAINING AND NOT VOTING:** None

**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 Picayune Mainstreet, Inc

**CONTRACTUAL MATTER WITH PICAYUNE MAINSTREET, INC**

NO ACTION TAKEN-DISCUSSION ONLY

**MOTION TO ADJOURN**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to adjourn this Special Called Meeting.

The following roll call was made:

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

**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 November 18, 2008, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, Anna Turnage and Leavern Guy and Interim City Manager Harvey Miller.

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.

**AT THIS TIME CITY MANAGER HARVEY MILLER PRESENTED A PLAQUE OF RECOGNITION FROM FEMA TO THE CITY OF PICAYUNE FOR SUCESSFULLY PARTICIPATING IN THE NATIONAL FLOOR INSURANCE PROGRAM COMMUNITY RATING SYSTEM**

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED NOVEMBER 4, 2008**

Motion was made by Council Member Guy, seconded by Council Member Turnage for approval of the minutes dated November 4, 2008, and Special Called Minutes dated November 6, 2008.

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 ACKNOWLEDGE RECEIPT OF MONTHLY PRIVILEGE LICENSE REPORT**

Motion was made by Council Member Guy, seconded by Council Member Turnage to acknowledge receipt of Monthly Public Records Request Report for the month of October 2008.

RECESSED MEETING NOVEMBER 18, 2008

CITY OF PICAYUNE  
 PRIV LIC ISSUED

DATE: 10/01/2008

PAGE: 1

LICENSE	ACCT	BUSINESS	AMOUNT
8250	1710	ADAC, INC. DBA APPROVED CASH ADVANCED	20.00
8270	1304	ADVANCED LAPAROSCOPIC ASSOC.	22.00
8240	7	ANNIE'S KINDERGARTEN	22.00
8234	1639	APEX AUTOMOTIVE LLC	22.00
8289	12	B & M AUTO SALES INC	70.40
8281	14	BILL'S QUICK STOP	55.00
8277	1712	C D CONSTRUCTION	30.00
8263	1389	CAFE AMORE'	38.50
8299	1718	COLEMAN DAVIS	20.00
8242	1506	COOK'S CAR WASH & RENTALS, LLC	22.00
8302	102	CVS/PHARMACY #5740	575.00
8279	1099	DEBBIE'S HELPING HANDS, INC.	22.00
8252	530	DESTINY'S STANDOUT STYLES	22.00
8294	315	ENTERPRISE RENT A CAR	70.40
8296	1484	FANTASY ISLAND TANNING, LLC	20.00
8266	1711	FAST SYSTEMS, INC	20.00
8246	450	G. GERALD CRUTHIRD, P A	22.00
8284	1250	GIAISE STUDIO	22.00
8303	521	GTM BUILDING SUPPLY INC	92.50
8244	1466	GULF COAST INVESTMENT	22.00
8236	228	HILL CLEANERS	30.00
8297	1333	HOLCOMB'S FIRE GUARD, LLC	22.00
8307	627	JAMES A EASTERLING	22.00
8259	512	JUNE BUGS CHECKERED CUPBOARD	22.00
8273	1370	KEN'S COMPLETE CAR CARE	22.00
8231	811	MAGNOLIA STATE PROPERTIES, INC	44.00

RECESSED MEETING NOVEMBER 18, 2008

CITY OF PICAYUNE  
PRIV LIC ISSUED

DATE: 10/01/2008

PAGE: 2

LICENSE	ACCT	BUSINESS	AMOUNT
8258	924	MID-STREAM MARINE	62.50
8309	1282	NAMIAS REPAIR SERVICE & SALES	44.00
8295	283	NPC INTERNATIONAL, INC.	121.00
8238	243	PINE GROVE OUTREACH CENTER	20.00
8288	977	POSH	22.00
8293	1714	REBECCA HENRY DBA H & R BLOCK	30.00
8304	1719	REDBOX AUTOMATED RETAIL LLC	30.00
8305	1720	REDBOX AUTOMATED RETAIL LLC	30.00
8306	1721	REDBOX AUTOMATED RETAIL, LLC	30.00
8268	829	ROY L WILSON, PRINTING	22.00
8239	1091	SALLY BEAUTY SUPPLY #3065	40.00
8286	449	SOUTHERN DEVELOPERS, INC	22.00
8275	1206	STAR BARKS K9 KLIPPERY, LLC	22.00
8233	1677	THE SORRY CAT	20.00
8248	1281	TODAY'S PAYDAY LOANS &	22.00
8300	799	TOMMY HOWELL	66.00
8256	1651	TRINITY CREDIT SERVICES, LLC	22.00
	43	TOTAL >>>	1,997.30

CITY OF PICAYUNE  
NEW BUSINESS LISTING

DATE: 11/06/2008

PAGE: 1

ACCT	BUSINESS NAME	ORG DATE	LOCATION	APPLICANT	PROD SRV
1710	ADAC, INC. DBA APPROVED CASH ADVA	10/07/2008	601 HWY 11 N. STE B	APRIL DURDEN	FINANCE/TITLE
1711	FAST SYSTEMS, INC	10/09/2008	1701 HWY 43 NORTH STE 8	W R JACKSON	COMPUTER & NETW
1712	C D CONSTRUCTION	10/13/2008	119 HWY 11 N	CD CONSTRUCTION	CONTRACTING
1714	REBECCA HENRY DBA H & R BLOCK	10/20/2008	512 HWY 11 N	RECECCA HENRY	TAX PREP
1718	COLEMAN DAVIS	10/23/2008	2109 WALKER ST	COLEMAN DAVIS	FLOORING & PAI
1719	REDBOX AUTOMATED RETAIL LLC	10/28/2008	2209 HWY 11 N	MARGARET JONES	DVD RENTAL KIOS
1720	REDBOX AUTOMATED RETAIL LLC	10/28/2008	235 FRONTAGE RD	MARGARET JONES	DVD RENTAL KIOS
1721	REDBOX AUTOMATED RETAIL, LLC	10/28/2008	1505 HWY 43 S	MARGARET JONES	DVD RENTAL KIOS

TOTAL >>

8

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 ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT**

Motion was made by Council Member Guy, seconded by Council Member Turnage to acknowledge receipt of Monthly Privilege License Report for the month of October 2008.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS OCTOBER 2008				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
10/30/08	CHRISTOPHER LUIS RODRIGUEZ	BACKGROUND CHECK	10/30/08	APPROVED
10/30/08	ASHLEY WELCH	BACKGROUND CHECK	10/30/08	APPROVED
10/30/08	JAMES PERSINGER	BACKGROUND CHECK	10/30/08	APPROVED
10/30/08	MICHAEL EVANS AAA INSURANCE	ACCIDENT REPORT	10/30/08	APPROVED
10/29/08	MARY LOU JAEHN	ACCIDENT REPORT	10/29/08	APPROVED
10/29/08	ZACK PACE (FARM BUREAU)	ACCIDENT REPORT 08-10-	10/29/08	APPROVED
10/29/08	LINDA JONES	ACCIDENT REPORT 08-09-	10/29/08	APPROVED
10/28/08	JOEL HEISLER	CRASH REPORT 08-10-2349	10/28/08	APPROVED
10/28/08	LAURIE BERGES	BACKGROUND CHECK	10/28/08	APPROVED
10/28/08	ASHLEY R KHALED	BACKGROUND CHECK	10/28/08	APPROVED
10/29/08	KEITH BROWN U.S. POSTAL SERV	ACCIDENT REPORT 08-10-	10/29/08	APPROVED
10/28/08	WIRELESS HORIZON	CRASH REPORT 08-10-2349	10/28/08	APPROVED
10/27/08	SCOTT HUGHES	ACCIDENT REPORT 08-10-	10/27/08	APPROVED
10/27/08	WANDA HEAD	ACCIDENT REPORT 07-04-	10/27/08	APPROVED
10/27/08	JESUS CASTENEDA	BACKGROUND CHECK	10/27/08	APPROVED
10/23/08	NICHOLSON ARMS FOR ERICA	BACKGROUND CHECK	10/23/08	APPROVED
10/23/08	TAMMY V JONES	BACKGROUND CHECK	10/23/08	APPROVED
10/23/08	MELISSA A HOYT DEARMAN	BACKGROUND CHECK	10/23/08	APPROVED
10/23/08	DUSTIN H DEARMAN	BACKGROUND CHECK	10/23/08	APPROVED
10/23/08	U S PROBATION OFFICER	BACKGROUND CHECK	10/23/08	APPROVED
10/23/08	P.R.C. SO FOR TOMMY L JENKINS	BACKGROUND CHECK	10/23/08	APPROVED
10/23/08	N.O.P.D FOR ELIZABETH A BENTON	BACKGROUND CHECK	10/23/08	APPROVED
10/22/08	NICHOLSON ARMS FOR WILLIE	BACKGROUND CHECK	10/22/08	APPROVED
10/22/08	QUEANA GABLE	BACKGROUND CHECK	10/22/08	APPROVED
10/22/08	MELISSA KING	BACKGROUND CHECK	10/22/08	APPROVED
10/22/08	ERICA LAMARTINA	BACKGROUND CHECK	10/22/08	APPROVED
10/21/08	PICAYUNE APTS FOR CATHY BELL	BACKGROUND CHECK	10/21/08	APPROVED
10/21/08	KENNETH D ROBERTS	BACKGROUND CHECK	10/21/08	APPROVED
10/20/08	MS REG HOUSING AUTHORITY NO	BACKGROUND CHECK	10/20/08	APPROVED
10/20/08	SENTRY ASSET MANAGEMENT	BACKGROUND CHECK	10/20/08	APPROVED
10/20/08	U.S. PROBATION OFFICER	BACKGROUND CHECK X 10	10/20/08	APPROVED
10/20/08	U.S. PROBATION OFFICER	BACKGROUND CHECK	10/20/08	APPROVED
10/20/08	GULFPORT P.D. FOR KEVIN NGUYEN	BACKGROUND CHECK	10/20/08	APPROVED
10/20/08	FBI FOR MARK H MIXON	BACKGROUND CHECK	10/20/08	APPROVED
10/23/08	PROGRESSIVE	INCIDENT REPORT 08-09-	10/23/08	APPROVED
10/23/08	SAFeway INSURANCE	CRASH REPORT 08-10-1546	10/23/08	APPROVED
10/21/08	METROPOLITAN REPORTING	INCIDENT REPORT 08-09-	10/21/08	APPROVED
10/21/08	JUSTIN MAYER	CRASH REPORT 08-10-1602	10/21/08	APPROVED
10/20/08	PABLO QUINTANILLA	ACCIDENT REPORT 08-10-	10/20/08	APPROVED
10/20/08	FARM BUREAU	CRASH REPORT 08-09-2406	10/20/08	APPROVED

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS OCTOBER 2008				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
10/20/08	PCA INVESTIGATIONS	CRASH REPORT 08-10-0253	10/20/08	APPROVED
10/20/08	CHOICE POINT	CRASH REPORT 08-10-0128	10/20/08	APPROVED
10/20/08	KAYLA ROUSE	ACCIDENT REPORT 08-10-	10/20/08	APPROVED
10/20/08	MICHAEL HINGLE, LLC	CRASH REPORT 08-08-2362	10/20/08	APPROVED
10/16/08	REBECCA DAVIS	CRASH REPORT 08-07-2510	10/16/08	APPROVED
10/16/08	STEVEN SHOEMAKE	ACCIDENT REPORT 08-10-	10/16/08	APPROVED
10/16/08	STATE FARM	CRASH REPORT 07-12-0076	10/16/08	APPROVED
10/16/08	STATE FARM	CRASH REPORT 08-09-2613	10/16/08	APPROVED
10/16/08	SENTRY INSURANCE	CRASH REPORT 08-09-2290	10/16/08	APPROVED
10/16/08	CHOICE POINT	CRASH REPORT 08-09-2147	10/16/08	APPROVED
10/16/08	PROGRESSIVE	CRASH REPORT 08-10-1182	10/16/08	APPROVED
10/16/08	CHOICE POINT	CRASH REPORT 08-10-0553	10/16/08	APPROVED
10/16/08	SAFWAY INSURANCE	CRASH REPORT 08-10-0509	10/16/08	APPROVED
10/16/08	PROGRESSIVE	CRASH REPORT 08-10-0061	10/16/08	APPROVED
10/16/08	JESSIE MCCORMICK	ACCIDENT REPORT 08-10-	10/16/08	APPROVED
10/16/08	STEWART INSURANCE COMPANY	ACCIDENT REPORT 08-10-	10/16/08	APPROVED
10/15/08	PATRICIA BLAIR	CRASH REPORT 08-10-1363	10/15/08	APPROVED
10/16/08	YVONNE ATKINS	ACCIDENT REPORT 08-10-	10/16/08	APPROVED
10/15/08	TONYA CIALONA	ACCIDENT REPORT 08-10-	10/15/08	APPROVED
10/14/08	PROGRESSIVE	CRASH REPORT 08-10-0530	10/14/08	APPROVED
10/14/08	DOROTHY HOLLINS	BACKGROUND CHECK	10/14/08	APPROVED
10/14/08	JESSICA JONES SMITH	BACKGROUND CHECK	10/14/08	APPROVED
10/14/08	CHEMIKA WASHINGTON	ACCIDENT REPORT 08-09-	10/14/08	APPROVED
10/14/08	KELLY MALONE	ACCIDENT REPORT 08-10-	10/14/08	APPROVED
10/13/08	RHONDA KASAJ	ACCIDENT REPORT 08-09-	10/13/08	APPROVED
10/09/08	ROY ROBINSON	ACCIDENT REPORT 08-10-	10/09/08	APPROVED
10/09/08	ELIZABETH HILTON FOR KIMBERLY	ACCIDENT REPORT 08-09-	10/09/08	APPROVED
10/08/08	DANIEL TARTER	ACCIDENT REPORT 08-10-	10/08/08	APPROVED
10/09/08	LEVI CALLOWAY	CRASH REPORT 08-09-2991	10/09/08	APPROVED
10/08/08	CHOICE POINT	CRASH REPORT 08-09-2724	10/08/08	APPROVED
10/08/08	PROGRESSIVE	CRASH REPORT 08-10-	10/08/08	APPROVED
10/08/08	STATE FARM	CRASH REPORT 08-09-	10/08/08	APPROVED
10/08/08	MCDONALD & PATCH, PLLC	CRASH REPORT 08-09-0538	10/08/08	APPROVED
10/06/08	CHOICE POINT	CRASH REPORT 08-09-1586	10/06/08	APPROVED
10/06/08	CHOICE POINT	CRASH REPORT 08-09-2461	10/06/08	APPROVED
10/06/08	FARM BUREAU	CRASH REPORT 08-10-0128	10/06/08	APPROVED
10/06/08	CHOICE POINT	CRASH REPORT 08-08-2362	10/06/08	APPROVED
10/06/08	STATE FARM	CRASH REPORT 08-09-1754	10/06/08	APPROVED
10/08/08	LAUREN MURPHY	ACCIDENT REPORT 08-10-	10/08/08	APPROVED
10/08/08	DONALD ANDRE	ACCIDENT REPORT 08-08-	10/08/08	APPROVED



**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND MINUTES DATED SEPTEMBER 22, 2008**

Motion was made by Council Member Guy, seconded by Council Member Turnage to amend the minutes dated September 22, 2008 to correct the appointment of Debbie Moore to the Picayune Housing Authority with the term expiring November 2009.

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.

**ACKNOWLEDGE PLANNING COMMISSION MINUTES**

Motion was made by Council Member Guy, seconded by Council Member Turnage to acknowledge Planning Commission minutes dated November 17, 2008.

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.

**ACCEPT PLANNING COMMISSION MINUTES**

Motion was made by Council Member Guy, seconded by Council Member Turnage to Accept Planning Commission Minutes dated October 14, 2008.

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 Parker, seconded by Council Member Watkins to approve the docket for November 18, 2008 in the amount of \$267,293.01.

The following roll call was made:

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

**VOTING NAY:** Council Member Guy

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT OF PLANNING COMMISSIONER**

Motion was made by Council Member Turnage, seconded by Council Member Guy to table the appointment of a Planning Commissioner to replace Terrell Jopes whose term expired September 30, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

***AT THIS TIME COUNCIL MEMBER GUY STEPPED OUT OF THE MEETING***

**MOTION TO REFER APPOINTMENT OF PLANNING COMMISSION CHAIR BACK TO THE PLANNING COMMISSION**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to refer the appointment of Planning Commission Chair back to the Planning Commission to make a suggestion to the Mayor and Council for the Chair position.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Guy

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

***AT THIS TIME COUNCIL MEMBER GUY RETURNED TO THE MEETING***

**MOTION TO ACCEPT PLANNING COMMISSION RECOMMENDATION TO APPROVE CONDITIONAL USE REQUEST BY MARIE GILCREASE TO PLACE A MOBILE HOME IN AN AREA ZONED R-2**

Motion was made by Council Member Watkins, seconded by Council Member Parker to accept the Planning Commission recommendation to approve conditional use request by Marie Gilcrease to place a mobile home in an area zoned R-2. Property is located adjacent to 1503 Gilcrease Ave. This conditional use is strictly limited to Marie Gilcrease and would expire upon her death, execution of real estate contract for the sale of land, or rental agreement. The Council also asked that a Certificate of Occupancy not be issued until all conditions are met that are normally required for mobile homes and that the conditional use be recorded on the land records of Pearl River County.

The following roll call was made:

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

**VOTING NAY:** Council Member Turnage

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

#### **APPROVAL OF VIDEO SERVICES AGREEMENT WITH AT & T**

Motion was made by Council Member Guy, seconded by Council Member Turnage to approve a Video Services Agreement with AT & T and authorize Mayor's signature subject to the Franchise Fee being changed from 3% to 5%.

VIDEO SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") dated November 18 2008 ("Effective Date") is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Mississippi ("AT&T Mississippi"), a Georgia corporation, and the City of Picayune, Mississippi, a municipal corporation ("City"). AT&T Mississippi and City shall sometimes be referred to separately as a "Party," and collectively as the "Parties."

RECITALS

A. As a telephone corporation, AT&T Mississippi has a statewide franchise under 1886 Mississippi Laws, Chapter 38, Section 1, to construct, operate and maintain its telecommunications, video and like facilities in the public rights of way ("ROW") throughout the State of Mississippi without having to obtain a local franchise or pay franchise fees.

B. AT&T Mississippi is in the process of modifying its existing telecommunications network to provide an integrated Internet Protocol ("IP") enabled broadband platform of voice, data and video services ("IP Network"), the video component of which is a switched, two-way, point-to-point and interactive service ("IP Video Service"). The IP Network upgrade will involve the use of the public ROW.

C. For purposes of this Agreement, IP-enabled Video Services shall include any technological advances that may be used to provide video services in the future.

D. Both Parties agree that the deployment of the IP Network and the provision of competitive video services to consumers is in the public's best interest.

NOW, THEREFORE, in consideration of and reliance upon the respective representations, promises, concessions, terms and conditions contained herein, City and AT&T Mississippi agree as follows.

1. Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date through December 31, 2018. The term may be extended upon mutual agreement of the Parties in writing.

(a) The Parties agree to consult in the event that, after the Effective Date, any court, agency, commission, legislative body, or other authority of controlling jurisdiction issues a finding that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable and binding upon either City or AT&T Mississippi, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the finding, provides written notice to the other party of election to terminate, in which case the Agreement shall terminate within six (6) months or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Any benefits or requirements entitled to the City under said ruling other than audit assessments shall be deemed retroactive to the date any affected payments are first made under the Agreement. Failure to reach a mutually satisfactory modification within ninety (90) days of the commencement of such efforts shall entitle

either Party to terminate the Agreement on the provision of thirty (30) days' written notice.

(b) In addition to the termination rights set forth in Section 1 (a) above, AT&T Mississippi shall have the right to terminate this Agreement and all obligations hereunder upon ninety (90) days notice to the City, if (a) AT&T Mississippi concludes in its reasonable business judgment that IP-enabled Video Service in the City is no longer technically, economically, or financially consistent with AT&T Mississippi's business objectives; (b) Title VI of the Communications Act of 1934, as amended, obligations or any similar obligations are imposed on AT&T Mississippi; or (c) it becomes clear that AT&T Mississippi must offer or provide IP Video Service pursuant to a franchise (cable or otherwise) and/or franchise-like requirements or other local authorization.

2. Compensation to City. During the term of this Agreement, AT&T Mississippi shall pay to City a fee equal to three percent (3%) of the Gross Revenues of AT&T Mississippi collected from each subscriber to AT&T Mississippi's IP Video Services product, including any Gross Revenues from video services included in a bundle of services, and three percent (3%) of the portion of Gross Revenues (collectively referred to as "IP Video Services Provider Fee") from advertising which are defined below. The IP-enabled Video Services Provider Fee and the fee for PEG set forth in paragraph 3 may be identified and passed through on any subscriber bill by AT&T Mississippi, and all such fees collected will be forwarded to City quarterly and shall be due forty-five (45) days after the end of each quarter. This IP Video Services Provider Fee shall be in lieu of any permit fee or any other fee that could otherwise lawfully be imposed by the City on AT&T Mississippi in connection with work done in the public ROW; however, nothing in this Agreement shall restrict the right of the City to impose ad valorem taxes, sales taxes, or other taxes that are lawfully imposed on a majority of all other businesses by the City. In the event, the City grants the incumbent cable provider a rate for calculating a fee that is different than the Applicable Percentage, this Agreement shall be automatically amended without any action required by the parties to adjust the Applicable Percentage to the different rate given to the incumbent provider, provided that such different rate does not exceed the maximum fee permitted by 47 U.S.C. § 542(b). Upon request, AT&T Mississippi shall make their records available to the City to demonstrate compliance with this paragraph for a period of three (3) years preceding the request.

Payment shall be accompanied by a report, in such form and containing sufficient detail to determine AT&T's compliance with this Section, not later than forty-five (45) days after the last day of each March, June, September, and December, throughout the term of this Agreement setting forth the Gross Revenue for the quarter ending on said last day. The City shall have the right to audit any such payment for a period of three (3) years and no acceptance of any payment shall be deemed final until the period for audit shall have expired.

2.1 For purposes of this Agreement, Gross Revenues are limited to amounts billed to and collected from AT&T Mississippi IP Video Services product subscribers for the following:

- (a) recurring charges for IP Video Services;
- (b) event-based charges for IP Video Services, including but not limited to pay-per-view and video-on-demand charges;
- (c) rental of set top boxes and other IP Video Services equipment;
- (d) service charges related to the provision of IP Video Services, including, but not

limited to, activation, installation, and repair; and

(e) administrative charges related to the provision of IP Video Services, including, but not limited to, service order and service termination charges.

2.2 For purposes of this Agreement, Gross Revenues do not include:

(a) uncollectible fees, provided that all or part of uncollectible fees which is written off as bad debt but subsequently collected fees, shall be included in Gross Revenues in the period collected;

(b) discounts, refunds, and other price adjustments that reduce the amount of compensation received by AT&T Mississippi;

(c) late payment fees;

(d) maintenance charges;

(e) amounts billed to IP Video Services subscribers to recover taxes, fees or surcharges imposed upon IP Video Services subscribers in connection with the provision of IP Video Services, including the IP Video Services Provider Fee, authorized by this section;

(f) revenue from the sale of capital assets or surplus equipment; or

(g) charges, other than those described in subsection 2.1 (a), that are aggregated or bundled with amounts billed to IP Video Services subscribers.

“Gross Revenues” which are subject to the IP Video Services Provider Fee paid by AT&T Mississippi additionally include a pro rata portion of all revenue collected by AT&T Mississippi pursuant to compensation arrangements for advertising (less any commissions AT&T Mississippi receives from any third party for advertising) and home-shopping sales derived from the operation of AT&T Mississippi’s IP Video Service within the City. Advertising commissions paid to third parties (excluding any refunds, rebates, or discounts the Company may make to advertisers) shall not be deducted from advertising revenue included in gross revenue. The allocation of advertising and home-shopping revenue referred to above shall be based on the number of subscribers in the City divided by the total number of subscribers in relation to the relevant regional or national compensation arrangement.

3. Public, Educational and Governmental Programming. In recognition of the technical architecture of IP Video Services, AT&T Mississippi at the later of such time as AT&T Mississippi achieves 10% market share of the pay TV subscriber market within City or within one hundred eighty (180) days of AT&T Mississippi’s launch of IP Video Services the City may request PEG programming as set forth herein. During the term of this Agreement, and within one hundred and twenty (120) days of such a request from the City, AT&T Mississippi shall provide capacity for three “streams” or “channels” of noncommercial educational governmental programming through AT&T Mississippi’s IP Video Service so long as City and educational institutions designated by the City provide any educational or governmental programming content in a standard digital format compatible with AT&T Mississippi’s IP Video Technology. City and educational institutions designated by the City shall provide this programming, and AT&T Mississippi shall receive this programming, at AT&T Mississippi’s designated connection point. City and educational institutions designated by the City will be solely and individually responsible for their own programming content.

Any operation of any PEG programming stream by City shall be the responsibility of City, and AT&T Mississippi shall be responsible for the transmission of such programming. The City will be responsible to ensure that all transmissions, retransmissions, content or programming that may be requested to be transmitted over a channel or facility by AT&T

Mississippi in the future, if any, are provided or submitted to AT&T Mississippi, at the AT&T Mississippi designated connection point, in a manner or form that is capable of being accepted and transmitted by AT&T Mississippi, without requirement for additional alteration or change in the format or content by AT&T Mississippi, over the network of AT&T Mississippi, and which is compatible with the technology or protocol utilized by AT&T Mississippi to deliver IP Video Services.

After one hundred twenty days (120 days) upon receipt of a valid request from the City to provide access to PEG programming, AT&T Mississippi shall remit to the City an additional one-half of one percent of Gross Revenues, as defined in Paragraph 2 herein, in accordance with 47 U.S.C. 531 and 541(a)(4)(B).

4. Emergency Message. AT&T Mississippi shall carry all Federal, State and Local alerts provided over the "Federal Emergency Alert System" through AT&T Mississippi's IP-enabled Video Services in the event of a public safety emergency, which at a minimum will include the concurrent rebroadcast of local broadcast channels.

5. Non-discrimination. AT&T Mississippi shall not deny access to its IP Video Services to any group of potential residential customers because of the income of the residents of the local area in which such group resides. Upon receipt of any complaint alleging a violation of this section, the City shall provide a copy of such complaint to AT&T Mississippi and AT&T Mississippi shall have sixty (60) days after receipt of such complaint to respond to such complaint.

6. Obligations of City. During the term of this Agreement City will not subject, nor attempt to subject, the provision of AT&T Mississippi's IP-enabled Video Services over the IP Network to regulation under any cable television franchise ordinance or similar ordinance. In addition:

- (a) City agrees to subject the construction and installation of the IP Network to the same process and review as it subjects the installation and construction of AT&T Mississippi's existing telecommunications infrastructure.
- (b) City agrees not to unreasonably block, restrict, or limit the construction and installation of the IP Network.
- (c) City agrees to process any and all applicable permits for the installation, construction, maintenance, repair, removal, and other activities associated with the IP Network in a timely and prompt manner.

7. Indemnification.

(a) AT&T Mississippi agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees, from and against any liability for damages and for any liability or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by AT&T Mississippi's negligent construction, operation, or maintenance of its IP Network, provided that City shall give AT&T Mississippi written notice of its obligation to indemnify City within fifteen (15) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, AT&T Mississippi shall not indemnify City for any damages, liability or claims resulting from the negligence or willful misconduct of City, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any person or entity

other than AT&T Mississippi in connection with PEG programming.

(b) With respect to AT&T Mississippi's indemnity obligations set forth above, AT&T Mississippi shall provide the defense of any claims brought against City by selecting counsel of AT&T Mississippi's choice to defend the claim, subject to the consent of City, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent City from cooperating with AT&T Mississippi and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with City, AT&T Mississippi shall have the right to defend, settle or compromise any claim or action arising hereunder, and AT&T Mississippi shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of City and City does not consent to the terms of any such settlement or compromise, AT&T Mississippi shall not settle the claim or action, but its obligation to indemnify City shall in no event exceed the amount of such settlement.

(c) In the event the incumbent cable and/or video service provider(s) in the City files a claim against the City in state or federal court arising out of the fact that the City entered into this Agreement, challenging the lawfulness of this Agreement and/or seeking to modify its obligations under its existing cable franchise on the basis that the City entered into this Agreement, AT&T Mississippi shall cooperate with the City in responding to such claim.

At the City's request, AT&T Mississippi will intervene in any such action and defend any such claim. In such event, AT&T Mississippi shall assume, at its expense, the sole defense of the claim through counsel selected by AT&T Mississippi and shall keep the City fully informed as to the progress of such defense. Upon reasonable request by AT&T Mississippi and at AT&T Mississippi's expense, the City shall cooperate with AT&T Mississippi in the defense of the claim. At its option and expense, the City may retain and use separate counsel to represent it, including in-house counsel.

AT&T Mississippi shall maintain control of the defense and resolution or settlement of the claim, except that if the settlement of the claim would adversely affect the City, AT&T Mississippi may settle the claim as to the City only with its written consent, which consent shall not be unreasonably withheld or delayed.

AT&T Mississippi shall pay the full amount of (i) any judgment or award issued by a court against the City as a result of entering into this Agreement or (ii) any settlement negotiated by AT&T Mississippi with respect to the claim and all other expenses related to the resolution of the claim. AT&T Mississippi's obligation to pay excludes an incumbent cable and/or video service provider's costs, interests and reasonable attorneys' fees in bringing such action or claim unless otherwise agreed to by AT&T Mississippi in any settlement agreement or any final judgment ordered by the court.

8. Breach of Agreement. Should either party claim that a breach of any part of this Agreement has occurred, that party will provide prompt written notice to the other, specifying the nature of the breach; and upon receipt the other party shall cure such breach within sixty (60) days.

9. Dispute Resolution. The parties recognize and agree that it is in their best interests to avoid the time and expense of litigation should a dispute arise concerning the provisions of this Agreement and compliance therewith. Therefore, the parties agree to exercise good faith in resolving claims, disputes, and controversies arising out of this Agreement by

participating in non-binding arbitration or other alternative means of dispute resolution, including but not limited to mediation, upon terms and conditions mutually agreeable to the parties. The parties agree to refrain from instituting or pursuing actions at law or in equity until they have attempted to resolve the claim, dispute, or controversy by non-binding arbitration or other alternative means of dispute resolution save for those instances wherein non-binding arbitration or other alternative means of dispute resolution will result in immediate harm or be detrimental or prejudice the party's pursuit of an action.

10. Public Rights-of-Way. The City shall maintain any lawful and reasonable police powers provided for by law over installation of facilities in the public rights-of-way (ROW). AT&T Mississippi agrees that its facilities cannot disrupt sight distance for motorists; will place its video equipment on public ROW close to a property line abutting the public ROW, when and where feasible; cannot be below base flood elevation according to the most recent FIRM and flood insurance study; cannot obstruct drainage; and cannot obstruct pedestrian traffic or violate, to the extent applicable, provisions set forth in the Americans with Disabilities Act of 1990. AT&T Mississippi will also consider the aesthetics involved when placing its video equipment on residential and arterial streets.

11. Customer Service. AT&T Mississippi shall comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c).

12. Free Service to Buildings. If AT&T Mississippi agrees to provide free service to public facilities for any local government in Mississippi, AT&T Mississippi shall, upon written request by the City, install, at no charge, one service outlet to a demarcation point located on the outside of any designated public building provided such building demarcation point is within 125 feet from AT&T Mississippi's activated distribution point of connection. AT&T Mississippi shall not be required to extend its facilities beyond the appropriate demarcation point located outside the building or to perform any inside wiring. AT&T Mississippi shall provide complimentary video service to public schools, public libraries, police, fire, city attorney, and city hall and over that one service outlet free of charge, which service shall not be used for commercial purposes. The City may not receive service at the same building from more than one cable or video service provider at a time.

13. Notices. Any notice to be given under this Agreement shall be in writing and may be delivered to either personally, by facsimile or by certified or registered mail with postage prepaid and return receipt requested, addressed as follows:

If to City:

Mayor Greg Mitchell  
815 N. Beech Street  
Picayune, Mississippi 39466

With a Copy to:

Nathan Farmer, Esq.  
City Attorney  
P.O. Box 1608  
Picayune, Mississippi 39466

If to AT&T Mississippi:

AT&T Mississippi  
General Counsel - Mississippi  
Suite 790, Landmark Center  
175 E. Capitol Street  
Jackson, Mississippi 39201

14. Modification. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. Assignment. Except to affiliates, AT&T Mississippi may not assign or transfer this Agreement or any interest therein without the prior written consent of City.

16. Entire Agreement. This Agreement constitutes the entire agreement between City and AT&T Mississippi with respect to the subject matter contained herein and supersedes all prior or contemporaneous discussions, agreements, and/or representations of or between City and AT&T regarding the subject matter hereof.

17. Waiver. Failure on the part of either Party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

18. Choice of Law and Venue. This Agreement shall be construed and interpreted according to the laws of the State of Mississippi. The parties further agree that the appropriate venue for any legal action involving this Agreement will be in a court of competent jurisdiction in either the federal or state courts located in Mississippi.

19. Miscellaneous.

(a) AT&T Mississippi and City each hereby warrants that it has the requisite power and authority to enter into this Agreement and to perform according to the terms hereof.

(b) The headings used in this Agreement are inserted for convenience or reference only and are not intended to define, limit or affect the interpretation of any term or provision hereof. The singular shall include the plural; the masculine gender shall include the feminine and neutral gender.

(c) AT&T Mississippi and City shall cooperate fully with one another in the execution of any and all other documents and in the completion of any additional actions including, without limitation, the processing of permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

(d) AT&T Mississippi agrees to comply with any and all current and future state and federal laws, as well any and all current and future ordinances of the City.

(e) Nothing contained in this Agreement is intended or shall be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations

of the Parties hereto toward any person or entity not a party to this Agreement, unless otherwise expressly set forth herein.

20. Binding Effect. This Agreement shall be binding upon and for the benefit of each of the Parties and their respective past and present principals, managers, City Council members, officers, directors, shareholders, agents, employees, attorneys, successors and assigns and any parents, subsidiaries or affiliated corporations or entities, as applicable.

21. Counterpart Execution. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Signature pages may be transmitted by facsimile and any signature transmitted by facsimile will be given the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this 18 day of November, 2008.

**BellSouth Telecommunications, Inc. doing business as AT&T Mississippi**

By:   
Name: R. Mayo Flynn, III  
Title: President - AT&T Mississippi

**City of Picayune, Mississippi**

By:   
Name: Greg Mitchell  
Title: Mayor, City of Picayune

Attest: \_\_\_\_\_  
Name: Harvey Miller  
Title: City Manager, City of Picayune

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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 TABLE APPOINTMENT/REAPPOINTMENT TO PICAYUNE HOUSING AUTHORITY CHAIR**

Motion was made by Council Member Guy, seconded by Council Member Parker to table the appointment/reappointment to the Picayune Housing Authority Chair to replace Donald Bowles whose term expires November 2008 until the December 2, 2008 meeting.

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 TABLE APPOINTMENT OF ELECTION COMMISSIONER TO REPLACE SANDRA HOUSTON**

Motion was made by Council Member Guy, seconded by Council Member Parker to table the appointment Election Commissioner to replace Sandra Houston.

The following roll call was made:

**VOTING YEA:** Council Members Guy and Parker

**VOTING NAY:** Mayor Mitchell, Council Members Bounds, Turnage and Watkins

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion did not carry.

**MOTION TO APPOINT MABLE SMITH TO THE ELECTION COMMISSION**

Motion was made by Council Member Bounds, seconded by Council Member Parker to appoint Mable Smith to the Election Commission for the remaining term to expire August 2009. This fills the position vacated by Sandra Houston who know longer wished to serve.

The following roll call was made:

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

**VOTING NAY:** Council Member Guy

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT OF ELECTION COMMISSIONER TO REPLACE JANICE YOUNG**

Motion was made by Council Member Guy, seconded by Council Member Watkins to table appointment of Election Commissioner to replace Janice Young.

The following roll call was made:

**VOTING YEA:** Council Members Guy, Watkins and Parker

**VOTING NAY:** Mayor Mitchell and Council Members Bounds and Turnage

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion did not carry.

**MOTION TO APPOINT J.P. BURNS TO ELECTION COMMISSION**

Motion was made by Council Member Jerry Bounds, seconded by Council Member Turnage to appoint J.P. Burns to the Election Commission for the remaining term expiring August 2009. This fills the position vacated by Janice Young who moved from the County.

The following roll call was made:

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

**VOTING NAY:** Council Members Guy and Parker

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AT THIS TIME REPRESENTATIVES FROM MS POWER TALKED OF WAYS THE CITY COULD BECOME MORE EFFICIENT IN REGARDS TO LIGHTING. THIS WAS DISCUSSION ONLY. NO ACTION TAKEN.**

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to acknowledge receipt of monthly budget report for the month of October 2008.

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 BUDGET AMENDMENT NO.1**

Motion was made by Council Member Guy, seconded by Council Member Parker to approve Budget Amendment No. 1 for the FYE 2009.

<b>GENERAL FUND CITY OF PICAYUNE - GENERAL FUND Budget Amendment FOR THE YEAR ENDING 9/30/2009</b>		<b>ADOPTED BUDGET 2009</b>	<b>BUDGET AMEND # 1 2009</b>
<b>RECEIPTS:</b>			
LICENSE & PERMITS		738,800	738,800
INTERGOVERNMENTAL REVENUES		4,939,996	5,039,754
CHARGES FOR SERVICES		0	0
FINES & FORFEITS		448,800	448,800
MISCELLANEOUS		9,700	9,700
TRANSFERS		354,496	354,496
INTEREST EARNINGS		286,600	286,600
PROCEEDS FROM LOANS		0	0
TOTAL FROM ALL SOURCES OTHER THAN TAXES		6,778,392	6,878,150
AMOUNT TO BE RAISED BY AD VALOREM TAX		2,009,433	2,009,433
<b>TOTAL REVENUES</b>		<b>8,787,825</b>	<b>8,887,583</b>
BEGINNING CASH		802,975	802,975
<b>TOTAL FROM ALL SOURCES</b>		<b>9,590,800</b>	<b>9,690,558</b>
<b>EXPENDITURES:</b>			
<b>GENERAL GOVERNMENT</b>			
PERSONNEL		1,244,800	1,244,800
SUPPLIES		52,650	52,650
OTHER SERVICES & CHARGES		686,570	687,770
CAPITAL OUTLAY		0	0
TOTALS		1,984,020	1,985,220
<b>PUBLIC SAFETY - POLICE</b>			
PERSONNEL		2,193,300	2,321,612
SUPPLIES		238,850	238,850
OTHER SERVICES & CHARGES		289,200	289,200
CAPITAL OUTLAY		0	0
TOTALS		2,721,350	2,849,662
<b>PUBLIC SAFETY - FIRE</b>			
PERSONNEL		2,071,400	2,071,400
SUPPLIES		60,750	60,750
OTHER SERVICES & CHARGES		60,342	60,342
CAPITAL OUTLAY		0	0
TOTALS		2,192,492	2,192,492
<b>PUBLIC WORKS</b>			
PERSONNEL		899,500	899,500
SUPPLIES		202,400	202,400
OTHER SERVICES & CHARGES		310,400	310,400
CAPITAL OUTLAY		0	0
TOTALS		1,412,300	1,412,300
<b>RECREATION</b>			
PERSONNEL		0	0
SUPPLIES		0	0
OTHER SERVICES & CHARGES		0	0
CAPITAL OUTLAY		0	0
TOTALS		0	0
COST OF LIVING RAISES	FY 09	0	0
AID TO OTHER GOVERNMENTS		30,940	30,940
TRANSFERS TO OTHER FUNDS		282,000	281,160
		312,940	312,100
<b>TOTAL EXPENDITURES</b>		<b>8,623,102</b>	<b>8,751,774</b>
ENDING CASH BALANCE		967,698	938,784
<b>TOTAL EXPENDITURES &amp; ENDING CASH BALANCE</b>		<b>9,590,800</b>	<b>9,690,558</b>

Budget Amendment:

- 1 Increased Intergovernmental Revenues - Alcohol Countermeasure Grant
- Increased Police Personnel Budget - Alcohol Countermeasure Grant
- Increased General Government Professional Services Budget - Jr. ROTC
- Decreased Aid to Other Governments - Jr. ROTC

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.

**ACCEPT PROPOSALS TO PROVIDE SURVEYING OF THE GAS LINE IN THE EPA SUPERFUND SITE**

Motion was made by Council Member Watkins, seconded by Council Member Guy to accept proposals and award the contract to the low bidder, Dale Stockstill & Associates, for the surveying of the gas line in the EPA Superfund Site, and authorize Mayor to sign the contract and related contract documents.



October 15, 2008

RE: Proposal Estimate for Picayune Gasline

City of Picayune:  
Hartman Engineering

Sirs, per your Request for Quote dated Sept.25, 2008

**Our cost for surveying the project and providing the specified deliverables is \$18,000.**

Please note the following:

- Control for the survey will be NAD 1983 State Plane Coordinate System MS East Zone. The basis of elevations will be NAVD 88 obtained by OPUS observations.
- We will notify MS OneCall for utility locates. All due diligence to locate every visible utility within the prescribed survey corridor will be exercised. Please note that there may be unmarked utilities in the survey area which have been in place many years and for which no record or above ground physical evidence remains. We cannot be held responsible for any construction delays or additional expense that could possibly occur in such situations.
- Manholes along the route will have to be opened, incoming and outgoing pipes noted, and inverts taken. Many times these manholes have not been opened in decades and have rusted shut or even been asphalted over. If the City of Picayune could assist us in opening the critical manholes which may have sewer lines crossing the proposed route would help to ensure a more speedy and accurate survey and avoid costly time delays for reroutes or changes.
- Any and all available utility maps from the City of Picayune would be useful both during the field survey and afterward in locating and connecting the features located properly.
- Official Right of Way information from the City for the roads along the route will be required before the survey begins to insure the required cross sections cover the entire ROW and also to make sure all utilities within the ROW are located.
- The beginning of the route along Sharp, Snyder, and Rosin Streets will need clarification on the ground as it does not match the map.

We appreciate the opportunity and look forward to working with you

Sincerely,  
DALE STOCKSTILL & ASSOCIATES

Billy Alan Chavers, RLS, Owner



**BFM**  
**CORPORATION, L.L.C.**  
*Professional Land Surveyors*

RALPH P. FONTCUBERTA JR., P.L.S.  
Chief Executive Officer

CHRISTY G. THIBODEAUX  
Chief Financial Officer

JOHN S. TEEGARDEN, P.L.S.  
President

KENNY J. EDMONDS  
Senior Vice President

September 30, 2008

Barbara McGrew  
City of Picayune.  
815 N. Beech Street  
Picayune, MS 39466

RE: Survey for Gas line-Palestine Road to Martin Luther King Blvd.  
Picayune, Mississippi

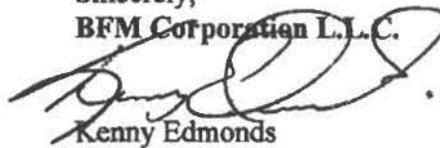
Dear Mrs. McGrew:

In response to your request we have prepared the following proposal. We will provide your firm with a topographic survey of the propose route for the installation of a gas line from Palestine Road to Martin Luther King Blvd along various streets as per provided sketch. This survey will extend from right of way to right of way and will be done in accordance with the requested scope of work. Our fee for this project is detailed below:

TASK	HOURS		RATE		AMOUNT
3 MAN FIELD CREW	104	@	\$160.00 /HR	=	\$16,640.00
AUTOCAD TECH	40	@	\$75.00 /HR	=	\$3,000.00
SURVEY TECHNICIAN	2	@	\$80.00 /HR	=	\$160.00
SUPERVISION	10	@	\$100.00 /HR	=	\$1000.00
PLS/PRINCIPAL	2	@	\$140.00 /HR	=	\$280.00
RESEARCH	2	@	\$65.00 /HR	=	\$130.00
PLOTTING/DISKS				=	\$50.00
<b>TOTAL</b>				=	<b>\$21,260.00</b>

We can complete this survey within 30 days of notice to proceed. Please call if you have any questions.

Sincerely,  
BFM Corporation L.L.C.

  
Kenny Edmonds

**AGREEMENT TO FURNISH PROFESSIONAL  
SURVEYING SERVICES BY AND BETWEEN  
THE CITY OF PICAYUNE, MISSISSIPPI (OWNER) AND  
DALE STOCKSTILL & ASSOCIATES (SURVEYOR)**

This is an AGREEMENT made as of December 3, 2008 between the City of Picayune, MS (OWNER) and Dale Stockstill & Associates (SURVEYOR). As provided in this Agreement, SURVEYOR will provide professional services relative to the survey of the Gas Line and Coordination Efforts of this Project.

As provided in this Agreement, SURVEYOR will provide professional services for the project:

**SECTION 1. THE PROJECT:**

The OWNER hereby contracts with the SURVEYOR to perform all necessary professional surveying services for the design phase in connection with the Project defined as follows:

**City of Picayune – Pipeline Relocation Route Survey**

This City is developing a planned relocation of natural gas pipelines and is prepared for the proposed route to be surveyed by professionals. The City has subsequently received proposals from licensed surveyors for this project. The project is now entering the professional service phase.

The route of the survey is illustrated by the map used to define the project scope of work, which the quote is established from.

**SECTION 2. BASIC SERVICES:**

The Surveyor shall provide surveying services required to complete the survey 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.

**A. SURVEYING PHASE:**

1. The limited topographic survey shall be tied to the Mississippi horizontal coordinate system (NAD 1983 State Plane Mississippi East FIPS 2301 Feet).
2. The vertical datum shall be the generally accepted standard for the State of Mississippi.
3. The topography shall include both sides of each street along the project length and enough data on each cross sheet to identify them as cross streets.
4. Survey points along the edge of the road can be spaced as far as 150-feet as

long as there are no significant changes in geometry that require additional points.

5. Every 300-feet there should be a cross section taken from right-of-way (ROW) line to ROW line.
6. Utility features such as power poles, fire hydrants, valve boxes, manholes, vent pipes, transformers, etc should be included in the topo and labeled with an appropriate symbol or description for identification.
7. The tie-ins for the gas line will require a little bit of survey work on Palestine Road and also along Martin Luther King Blvd.
8. The exact extent of beginning and ending points will be finalized once we obtain the gas line as-built drawings from the City and with the Public Works Director's approval (prior to issuing the Notice to Proceed/Signing of the contract).
9. Above ground and below ground, existing utilities, their depths and the owners are to be identified.
10. You will be required to contact utility owners as necessary to determine locations, depths, sizes and types of pipes.
11. The survey shall also show the road ROW and any utility servitude along either edge of the road.
12. Deliverables will be 24" X 26" plan sheets at a scale of 1" = 30' unless approved otherwise.
13. Hard copies and digital copies by CD in ACAD2000/2002 are to be provided to the City and their consulting Engineer.
14. Time of performance is to be thirty (30) days beginning within twenty-four hours of the contract signing.
15. Prepare documentation required for change orders.
16. The concerns listed on the submitted and agreed upon proposal by the SURVEYOR (see attached submission by SURVEYOR) are agreed to as follows:
  - a. The OWNER (Chad Frierson) will contact MS OneCall to initiate the utility locates only.
  - b. The OWNER has agreed to assist with manhole openings as needed.
  - c. The SURVEYOR assumes responsibility of all required information for this project, except what is identified in Section 3.

B. RECORD DRAWINGS:

(NOT APPLICABLE)

**SECTION 3. DOCUMENTS:**

The OWNER shall provide access to without charge all standard plats or documentation and any other information, which the OWNER now has in its files, which may be of use to the SURVEYOR.

**SECTION 4. SUPPLEMENTARY SERVICES:**

The SURVEYOR shall provide, when requested in writing by the OWNER, supplementary services not included in the basic services.

The compensation to the SURVEYOR for the above supplemental services, when performed by the SURVEYOR's forces, shall be in the form of a lump sum, which is mutually agreeable to the OWNER and to the SURVEYOR.

If the parties hereto are unable to agree on the basis of such additional work the SURVEYOR 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. Payments to the SURVEYOR for Supplementary Services shall be made at the completion and delivery of mutually agreed upon work to be accomplished.

**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 SURVEYOR in writing to undertake the services stated in SECTION 2, and the Surveyor shall commence the services within one (1) calendar days after signing of this contract.

The SURVEYOR 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 Surveying Phase in SECTION 2, the SURVEYOR will be paid on a lump sum basis. The total fee for this phase of the project, including other direct costs, will be \$18,000.**

The surveying and services provided by the SURVEYOR is based upon a time of performance not to exceed thirty (30) calendar days.

**SECTION 9. FUNDS:**

Payment to the SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR.
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 SURVEYOR do not mutually agree on the budget limitation.
5. In the event of the abandonment of the project by the OWNER.
6. In the event SURVEYOR does not maintain a valid Mississippi Surveying License.
7. Upon thirty (30) day written notice by OWNER to SURVEYOR.

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 SURVEYOR 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 SURVEYOR shall deliver to the OWNER all original documents, notes, drawings, tracings, computer files, and files except the SURVEYOR'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 (15) 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 (15) days notice in writing to that effect. The SURVEYOR shall receive no additional compensation.

**SECTION 11. INSURANCE:**

The SURVEYOR 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 SURVEYOR, 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 SURVEYOR SHALL CONTAIN THE FOLLOWING CLAUSES:
1. The SURVEYOR 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 SURVEYOR [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 SURVEYOR.
- B. Prior to the execution of this agreement, the SURVEYOR 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 SURVEYORS 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 SURVEYOR 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 SURVEYOR'S expense.
6. The SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR to take out and/or to maintain insurance shall not relieve the SURVEYOR from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the SURVEYOR concerning indemnification.

## **SECTION 12. GENERAL**

The SURVEYOR shall, at all times during the term of this contract, maintain a valid Mississippi Surveying 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 SURVEYOR, SURVEYOR 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 SURVEYOR damages for SURVEYOR'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 SURVEYOR 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 SURVEYOR 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 SURVEYOR, its agents, servants or employees, while engaged upon or in connection with the services required to be performed by the SURVEYOR under this AGREEMENT.

Further, SURVEYOR 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. SURVEYOR 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 SURVEYOR 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 SURVEYOR arising from the performance of their services under this AGREEMENT. The SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 SURVEYOR'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 SURVEYOR 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 SURVEYOR shall not be assigned or subcontracted in whole or in part by the SURVEYOR as to the services to be performed hereunder without the written consent of the OWNER.

The SURVEYOR 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 U.S.D.A. RUS.

This AGREEMENT represents the entire AGREEMENT between OWNER and SURVEYOR.

**SECTION 13:**

This agreement is executed in 2 originals. IN TESTIMONY WHEREOF, they have executed this AGREEMENT the day and year first above written.

THE CITY OF PICAYUNE  
STATE OF MISSISSIPPI

WITNESSES

Doris Buckley  
Barbara Mitchell

BY Greg Mitchell  
Mr. Greg Mitchell, Mayor

Date: 12/03/08

DALE STOCKSTILL & ASSOCIATES

WITNESSES

Barbara Mitchell  
Joann Smith

BY Billy Alan Chavers  
Billy Alan Chavers, RLS, Owner

Date: 12/04/08

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.

**AWARD PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND ALLEN & HOSHALL FOR THE FY2009 AIRPORT IMPROVEMENTS**

Motion was made by Council Member Parker, seconded by Council Member Turnage to award the Professional Services Agreement by and between the City of Picayune and Allen & Hoshall for the FY2009 Airport improvements to be funded as follows: 95% (\$28,500) FAA, 2.5% (\$750.00) MDOT, and 2.5% (\$750.00) City of Picayune, and authorize the Mayor to sign the agreement and related contract documents. The agreement is to provide design engineering, construction engineering, and resident project inspections for the said project.

**AGREEMENT BETWEEN  
OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of November 18, 2008, 2008

Between City of Picayune, Mississippi ("OWNER")

and Allen & Hoshall ("ENGINEER")

OWNER intends to construct a helicopter parking pad, improve T-Hangar area drainage, and fuel farm emergency generator as funded through FAA Project No. 3-28-0060-015-2009(the "Project").

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below. Execution of this Agreement by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 below and as further set forth in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" ("Exhibit A") and in the other exhibits listed in Section 9 below. This Agreement will become effective on the date first above written and run for a duration of three years.

The following roll call was made:



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.

**ACCEPT MINUTES OF THE PUBLIC HEARING HELD ON OCTOBER 9, 2008 TO INFORM THE PUBLIC OF THE STATUS OF THE NEW FIRE STATION AND ALSO TO OBTAIN CITIZEN INPUT REGARDING THE EXTENDING OF THE PAVEMENT OF EAST CANAL ST TO HWY 43**

Motion was made by Council Member Turnage, seconded by Council Member Watkins to accept minutes of the public hearing held October 9, 2008 to be spread upon the City Council Minutes and authorize Mayor to sign.

MINUTES  
STATUS PUBLIC HEARING  
CITY OF PICAYUNE  
OCTOBER 9, 2008  
11:00 A. M.  
R-103-297-01-KCR

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The CDBG Public Hearing was called to order by Jason A. Hicks, Project Administrator, of Sample and Associates, Inc. An attendance roster is attached.

The Project Administrator presented a second public hearing on all activities pertaining to the City of Picayune's Katrina Supplemental CDBG project for constructing a new city fire station. The new fire station is being constructed in one of the most heavily developing areas of the city, in order to meet immediate fire and rescue needs. The Citizen Participation Plan requires that the following items are covered during the hearing: the proposed activities that were considered, why the particular project location was chosen, and the activities that were chosen for the project.

Mr. Hicks stated that bids for the construction of the fire station were received on May 13, 2008 and that construction of the facility is underway. Also, that bids for the access road to the facility were received on October 1, 2008 and the City Council had awarded the project to the low bidder at their October 7, 2008 meeting.

Mr. Hicks asked if anyone present had any questions or comments concerning the project. Ms. Debbie Moore was present and asked if construction was on schedule and if it would be complete before the grant expired. Mr. Hicks stated that it appeared that construction of the project would remain on the current schedule and the expiration date for the grant was not until July 20, 2010.

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

  
Project Administrator

\_\_\_\_\_  
Mayor

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MINUTES  
PUBLIC HEARING  
CITY OF PICAYUNE  
OCTOBER 9, 2008  
11:00 A. M.  
R-109-297-02-KCR

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The CDBG Public Hearing was called to order by Jason A. Hicks, Project Administrator, of Sample and Associates, Inc. An attendance roster is attached.

The Project Administrator presented a second public hearing on all activities pertaining to the City of Picayune's Katrina Supplemental CDBG project for making various improvements within the downtown, specifically in the areas of Canal Street and Goodyear Boulevard. The proposed improvements would demonstrate the city's commitment to the downtown business district and help rejuvenate the economy in the wake of Katrina.

Mr. Hicks stated that the City Council is considering changing the scope of the proposed project, so as to extend the paving of East Canal Street out to Highway 43. The Council considers this thoroughfare the "Gateway" to the city and that an extension of the proposed overlay of East Canal Street would be extremely beneficial to the community.

Mr. Hicks asked if anyone present had any questions or comments concerning the project. Ms. Debbie Moore was present and asked what aspects of the project would be deleted or reduced with the proposed additional paving. Mr. Hicks stated that some of the items that would be deleted would be the underground electrical lines, lamp posts, boardwalk at the rail road crossing, and related items. Ms. Barbara McGrew of the Community Development Department of the city was also present and reiterated the Council's wishes to expand the overlay of East Canal to Highway 43. Mr. Hicks also stated that the city would make every improvement they could with the money that they were awarded and the project would have a significant impact on the appearance and usefulness of the downtown. Ms. Moore then asked would the proposed changes cause the project to get behind schedule. Mr. Hicks stated that the proposed additional paving would be an expansion of what is being currently designed and should not cause any considerable delays in design or construction.

With no further questions or 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



Applicant: CITY OF PICAYUNE Request No: 2 Grant Number: 0  
 Period Cost - Beginning: October 1, 2008 Ending Date: October 31, 2008 Contract Number: R-103-297-01-KP

1. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
ADMINISTRATION	A. ADMINISTRATION			\$0.00	\$0.00	\$0.00
	B.					
	C.					
	D.					
	Subtotal:			\$0.00	\$0.00	\$0.00

2. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
PUBLIC FACILITIES	A. ENGINEER	NEEL-SCHAFFER		\$11,871.53	\$0.00	\$11,871.53
	B.					
	C.					
	D.					
	Subtotal:			\$11,871.53	\$0.00	\$11,871.53

3. Activity:	Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
	A.					
	B.					
	C.					
	D.					
	Subtotal:			\$0.00	\$0.00	\$0.00
Cumulative Match Expended To Date:				\$0.00	GRAND TOTAL:	\$11,871.53
Cumulative Federal Expended To Date:				\$42,354.33		\$11,871.53

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.  
 I Hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

GREG MICHELL, MAYOR  
 Typed Name and Title of Authorized Official  
 Signature of Authorized Official



CITY OF PICAYUNE

2006 KATRINA SUPPLEMENTAL  
CDBG PLANNING GRANT  
REQUISITION FORM

REQUISITION NUMBER: 4

CDBG PROJECT NUMBER: R-103-297-01-KP

DATE: 11/4/08

CDBG BANK ACCOUNT NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Neel-Schaffer	\$11,871.53 (CDBG)

APPROVED:

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



September 30, 2008  
 Project No: 00.06764.001  
 Invoice No: 0978769

City of Picayune  
 Attn: Barbara McGrew  
 815 North Beech Street  
 Picayune, MS 39466

Project: 00.06764.001 City of Picayune – Comprehensive Plan – Katrina Grant

Professional services from September 1, 2008 to September 30, 2008

**Professional Personnel**

	Hours	Rate	Amount	
Receptionist/Secretary				
Lott, Angie	15.00	40.00	600.00	
Planner III				
Brantley, Patricia G.	91.00	90.00	8,190.00	
Assistant Engineer Manager				
Pittman, Charles J.	0.50	115.00	57.50	
Senior Project Manager				
Lee, Jeffery L.	12.00	120.00	1,440.00	
Engineer Manager				
Essary, Michael W.	6.00	132.00	792.00	
Totals	124.50		11,079.50	
<b>Total Labor</b>				<b>11,079.50</b>

**Reimbursable Expenses**

Mileage			184.00	
Lodging			87.19	
Groceries (In Lieu Of Meals)			80.84	
Contract Labor			440.00	
<b>Total Reimbursables</b>		<b>1.0 times</b>	<b>792.03</b>	<b>792.03</b>

**Total this invoice \$11,871.53**

**RECEIVED**  
 OCT 27 2008  
 BY \_\_\_\_\_

P.O. Box 1487 / 39403-1487, 704 Hardy St., Hattiesburg, MS 39401-3665, 601.545.1565, Fax 601.545.2267  
 Federal Tax ID Number 64-0671634

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 CASH NO. 2 TO THE MDA FOR DOWNTOWN IMPROVEMENTS KATRINA COMMUNITY REVITALIZATION GRANT**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request for cash in the amount of \$1,500.47 and authorize Mayor to sign request and payment of the accompanying invoices.





City of Picayune  
Attn: Barbara McGrew, Project Manager  
815 North Beech Street  
Picayune, MS 39466

September 30, 2008  
Project No: 00.07241.001  
Invoice No: 0978807

Project: 00.07241.001 City of Picayune – CDBG – Downtown Improvements / Revitalization  
Professional services from September 1, 2008 to September 30, 2008

Fee

Total Fee	101,383.00		
Percent Complete	3.00	Total Earned	3,041.49
		Previous Fee	1,541.02
		Current Fee Billing	1,500.47
		<b>Total Fee</b>	<b>1,500.47</b>

**Total this invoice \$1,500.47**

RECEIVED  
OCT 27 2008

BY \_\_\_\_\_

Mississippi Development Authority  
REQUEST FOR CASH

Section A: General Information		Bank Information		Section B: Project Information	
Applicant Name: CITY OF PICAYUNE		Electronic Transfer	0653-0194 8	Grant No.	Request No.
Mailing Address: 815 N. BEECH STREET		Bank Account	1720010923	Contract No. R-109-297-02-KCR	
Street Address		Bank Name:	BANKPLUS	FOR MDA USE ONLY	
City, State Zip: PICAYUNE, MS 39466		Address	951 MEMORIAL BLVD		
Telephone No: 601-798-9770		City, State ZIP	PICAYUNE, MS 39466	Vendor No.	
Fax Number		Telephone No.		IDIS Voucher Number	
Email Address		Services Rendered		Approval for Payment	
Project Description		From	Thru	Signature _____	
DOWNTOWN IMPS.		October 1, 2008	October 31, 2008	Date _____	
<b>Section C: Request Per Activity</b>					
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1	ADMINISTRATION	\$90,000.00	\$15,000.00	\$0.00	\$75,000.00
2	PUBLIC FACILITIES	\$2,088,882.00	\$1,541.02	\$1,500.47	\$2,085,840.51
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
	<b>Total:</b>	<b>\$2,178,882.00</b>	<b>\$16,541.02</b>	<b>\$1,500.47</b>	<b>\$2,160,840.51</b>

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Mississippi Development Authority  
Cash Summary Support Sheet

Applicant: CITY OF PICAYUNE Request No: 2 Grant Number: 0  
 Period Cost - Beginning October 1, 2008 Ending Date: October 31, 2008 Contract Number: R-109-297-02-KCR

1. Activity:	ADMINISTRATION	Vendor Name	Invoice #	(a) Invoice Amount	=	(b) Match Share	+	Federal Share
A.	ADMINISTRATION			\$0.00		\$0.00		\$0.00
B.								
C.								
D.								
	<b>Subtotal:</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

2. Activity:	PUBLIC FACILITIES	Vendor Name	Invoice #	(a) Invoice Amount	=	(b) Match Share	+	Federal Share
A.	ENGINEER	NEEL-SCHAFFER		\$1,500.47		\$0.00		\$1,500.47
B.								
C.								
D.								
	<b>Subtotal:</b>			<b>\$1,500.47</b>		<b>\$0.00</b>		<b>\$1,500.47</b>

3. Activity:		Vendor Name	Invoice #	(a) Invoice Amount	=	(b) Match Share	+	Federal Share
A.								
B.								
C.								
D.								
	<b>Subtotal:</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

Cumulative Match Expended To Date:	\$0.00	<b>GRAND TOTAL:</b>	\$1,500.47	\$0.00	\$1,500.47
Cumulative Federal Expended To Date:			\$18,041.49		

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.  
 I Herby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.  
 GREG MITCHELL, MAYOR



**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPROVE HOME OCCUPATIONAL LICENSE REQUEST FROM GENEVA DILLION**

Motion was made by Council Member Guy, seconded by Council Member Parker to accept the Planning Commissions recommendation to approve a Home Occupational License request from Geneva Dillion to operate a residential and commercial cleaning business office from 1108 Martin Luther King Blvd.

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 HOME OCCUPATIONAL LICENSE REQUEST FROM LISA MYERS**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept the Planning Commissions recommendation to approve a Home Occupational License request from Lisa Myers to operate a residential and commercial cleaning business office from 2209 Megehee St.

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 HOME OCCUPATIONAL LICENSE REQUEST FROM CYNTHIA C BERRY**

Motion was made by Council Member Parker, seconded by Council Member Watkins to accept the Planning Commissions recommendation to approve a Home Occupational License request from Cynthia C Berry to operate a residential and commercial cleaning business office from 111 Wood Oaks Court.

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 CONDITIONAL USE REQUEST FROM BRUCE STATEN TO PLACE A TENT AT 925 EAST CANAL ST FOR A COMMUNITY CRUSADE**

Motion was made by Council Member Guy, seconded by Council Member Turnage to accept the Planning Commissions recommendation to approve conditional use request from Bruce Staten to place a tent at 925 East Canal St. for a Community Crusade every weekend beginning November 22, 2008 through January 31, 2009 from 10:00 am to 3:00 pm on Saturdays and 2:00 to 4:00 pm Sundays.

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 ARKASH KOLOPRATH TO SUBDIVIDE LOT 20 LOCATED IN THE STONEVIEW SUBDIVISION TO ACCOMMODATE A SEPARATE SINGLE FAMILY DWELLING AND A DETENTION POND**

Motion was made by Council Member Guy, seconded by Council Member Parker to accept the Planning Commissions recommendation to approve request from Arkash Koloprath to subdivide lot 20 located in the Stoneview Subdivision to accommodate a separate single family dwelling and a detention pond.

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.

**DENY REQUEST FROM YVONNE SIMPSON FOR A VARIANCE ON PROPERTY LOCATED AT 600 S HAUGH AVE TO PLACE ADDITIONAL MEMA COTTAGES**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept the Planning Commissions recommendation to deny the request from Yvonne Simpson for a variance on property located at 600 S. Haugh Ave to place additional MEMA Cottages.

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 BY JEFF AND LYNN WYLIE FOR A PRELIMINARY PLAN ON PROPERTY LOCATED ON CIRCLE DRIVE TO PLACE FOUR COTTAGE STYLE HOMES**

Motion was made by Council Member Turnage, seconded by Council Member Guy to accept the Planning Commissions recommendation to approve the request by Jeff and Lynn Wylie for a preliminary plan on property located on Circle Drive to place four cottage style homes.

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 ADVERTISE FOR BIDS FOR FRIENDSHIP PARK PARKING LOT IMPROVEMENTS**

Motion was made by Council Member Parker, seconded by Council Member Turnage to approve request to advertise for bids for Friendship Park parking lot improvements.



**City of Picayune  
Friendship Park  
Parking Lot Improvements  
2008**

925 Goodyear Blvd.  
Picayune, Mississippi  
39466  
Phone (601) 799-1037  
Fax (601) 799-0480  
www.dunganeng.com

**Preliminary Project Cost Estimate**

Description	Unit	Qty.	Price	Subtotal
<b>CONSTRUCTION ITEMS</b>				
Mobilization	LS	1	\$ 12,000.00	\$ 12,000.00
Hot Mix Asphalt (9.5mm)	TON	710	\$ 120.00	\$ 85,200.00
Cold Milling (All Depths)	SY	1,508	\$ 4.00	\$ 6,032.00
Existing Pavement Repair	LS	1	\$ 12,000.00	\$ 12,000.00
4" Thermoplastic Detail Stripe (4" Equivalent Length) (White) (90 mils)	LF	168	\$ 5.00	\$ 840.00
4" Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 mils)	LF	4,415	\$ 2.00	\$ 8,830.00
4" Thermoplastic Legend	SF	322	\$ 5.00	\$ 1,610.00
Handicap Striping & Symbols (Blue Traffic Paint)	LS	1	\$ 1,000.00	\$ 1,000.00
<b>Total Project Construction Cost Estimate:</b>				<b>\$ 127,512.00</b>
<b>NON-CONSTRUCTION ITEMS</b>				
Contingencies				\$ 15,000.00
Design Phase Engineering (7.4%)				\$ 10,400.00
Construction Phase Engineering (4.6%)				\$ 6,400.00
<b>Subtotal Non-Construction Items:</b>				<b>\$ 31,800.00</b>
<b>Total Project Cost Estimate:</b>				<b>\$ 159,312.00</b>

This cost information and associated preliminary design was developed in accordance with the engineering guidelines provided in the CDBG Program Manual.

Prepared By: 

Date: 11-12-08

**Consulting Engineers**

The following roll call was made:

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

**VOTING NAYS:** 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 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, Turnage, Guy 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 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, Turnage, Guy and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

***AT THIS TIME COUNCIL MEMBER PARKER LEFT THE MEETING***

**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 Picayune Mainstreet, Inc
- B. Contractual matter Picayune Airport
- C. Contractual matter with SPCA
- D. Contract matter concerning land and deed dispute
- E. Contractual matter concerning bond issues
- F. Contractual matter with Charter Communications
- G. Contractual matter with Picayune Intermodal/Kanduit
- H. Compromises of disputed claims

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**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, Turnage, Guy and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH PICAYUNE MAINSTREET, INC**

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve contract with Picayune Mainstreet, Inc. to occupy Picayune Intermodal Center.

**CONTRACT**

This contract made and executed in duplicate originals on this the 18th day of November, 2008, by and between The City of Picayune, State of Mississippi, represented herein by Greg Mitchell, its duly authorized Mayor (hereinafter called the "City"), and Picayune Mainstreet, Inc., being represented herein by Reba Beebe, its General Manager and duly authorized representative.

**WITNESSETH**, that in consideration of the covenants and agreements herein, to be performed by the parties hereto, it is mutually agreed as follows:

WHEREAS. The Mayor and City Council of the City of Picayune find that it would be in the best interest and welfare of the City of Picayune and it's Citizens, that a contract be entered into with Picayune Mainstreet, Inc. for the purpose of maintaining hours of operation, maintaining hours of operation for Picayune Museum, providing Tourism Information, and maintaining calendar of events for meeting room and any future transportation.

Whereas the City of Picayune is the owner of the Picayune Transportation Intermodal Center located at 200 Highway 11 South and is willing to make said building available to Picayune Mainstreet, Inc for the purposes herein set forth.

1. DUTIES AND OBLIGATIONS OF THE CITY:

The City shall make available to Picayune Mainstreet for such a period within this agreement, the Picayune Intermodal Transportation Center for a term of five (5) years, beginning December 1, 2008, and ending November 30, 2013, said contract to be reviewed annually. The City shall maintain the heat, air conditioning, plumbing, roof, landscaping, grounds, parking area, boarding ramps and docks. The City shall provide the water, gas, sewer, and electricity for said premises. The City of Picayune will continue Hazard Insurance on building as currently in place.

2. DUTIES AND OBLIGATIONS OF PICAYUNE MAINSTREET, INC.

Picayune Mainstreet shall maintain and provide all telecommunications including but not limited to Internet, phone service, cable etc., if so desired. Occupy premises, maintain hours of operation Monday through Friday, maintain calendar of events to be held in conference room, and maintain hours of operation of Museum. Including being present for the departure and arrival of any passenger train, no greater than two times a day, Monday through Friday.

Picayune Mainstreet, Inc. will maintain liability insurance coverage and insurance coverage on all personal property and equipment owned.

Picayune Mainstreet will furnish all personal property, equipment, etc in order to maintain operations.

**Indemnity**

Picayune Mainstreet, Inc will indemnify, save harmless, and exempt the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees arising out of or in any way concerning or incident to any work done in the performance of this Contract or arising out of a willful or negligent act or omission of Picayune Mainstreet, Inc, its officers, agents, servants and employees; provided, however, that Picayune Mainstreet, Inc shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

It is understood and agreed by and between both parties herein that obligations in the City of Picayune's current budget being paid to Picayune Mainstreet, Inc. is withdrawn in lieu of Picayune Mainstreet, Inc occupying said premises. No construction or changes to the premises will be made without written prior approval from Mayor and City Council.

It is also understood with both parties, the City of Picayune and Picayune Mainstreet, Inc should any transit or transportation be willing to come to Picayune, that Picayune Mainstreet, Inc will allow space for this new transit.

It is further understood and agreed that either party to this contract can terminate the term with a 60 day written notice prior to expiration.

**IN WITNESS WHEREOF**, Greg Mitchell, Mayor of the City of Picayune, has hereunto subscribed his name, for the City of Picayune, Mississippi, as its duly authorized representative, and Reba Beebe, General Manager and duly authorized representative of Picayune Mainstreet, Inc, has also hereunto subscribed her name on the days and dates set forth after their various signatures.

WITNESSES:

Deane Miller  
\_\_\_\_\_

Picayune Mainstreet, Inc.

By: Reba Beebe  
Reba Beebe

Its: General Manager

WITNESSES:

Deane Miller  
\_\_\_\_\_

CITY OF PICAYUNE

By: Greg Mitchell  
Greg Mitchell

Its: Mayor

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH PICAYUNE AIRPORT**

Motion was made by Council Member Watkins, seconded by Council Member Guy to authorize City Attorney Nathan Farmer to proceed with eviction process and judgment against Mike Smith due to default of his T-Hangar Lease. The Council asked that Airport Manager Andy Greenwood conduct and inventory of the hangar with a witness present and to change the lock.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH SPCA**

DISCUSSION ONLY-NO ACTION TAKEN

**CONTRACTUAL MATTER CONERNING LAND AND DEED DISPUTE**

DISCUSSION ONLY-NO ACTION TAKEN

**CONTRACTUAL MATTER CONCERNING BOND ISSUES**

Motion was made by Council Member Guy, seconded by Council Member Turnage to reclassify bond money as Capital Outlay with specifics to be made later upon clarification from bond attorney that such is allowed.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH CHARTER COMMUNICATIONS**

Motion was made by Council Member Turnage, seconded by Council Member Watkins to approve Charter Communications Franchise Agreement as presented.

**CHARTER LONG FORM FRANCHISE AGREEMENT**

*This Franchise Agreement is between the City of Picayune, MS hereinafter referred to as the "Grantor" and Renaissance Media, L.L.C. locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."*

*WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and*

*WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and*

*WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;*

*NOW, THEREFORE, the Franchise Authority and Grantee agree as follows:*

**SECTION 1**  
**Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. *"Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act*
- B. *"Board/Council" shall mean the governing body of the Grantor.*

- C. *"Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.*
- D. *"FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.*
- E. *"Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.*
- F. *"Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers*
- G. *"Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity. "Public School" shall mean any school at any educational level operated within the Service Area by any accredited public, private or parochial school system, but limited to, elementary, junior high school, and high school.*
- H. *"Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto...*
- I. *"State" shall mean the State of Mississippi.*
- J. *"Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System..*
- K. *"Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.*

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of three (3) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.10. If the renewal of this Franchise is not completed prior to its expiration and the Grantor does not provide written notice of its intent not to renew in accordance with the Cable Act, then this Franchise shall be extended for an additional three (3) year term from the date of expiration.

**2.3 Police Powers and Conflicts with Franchise.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

### **SECTION 3** **Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceeding undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

### **SECTION 4** **Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and

all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels*.

**4.2 Insurance.**

**A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:**

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	[\$1,000,000] per occurrence C.S.L.
Umbrella Liability	[\$1,000,000] per occurrence C.S.L.

**B. The Grantor shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.**

**C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage.**

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least *thirty (30)* residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within one hundred twenty five (125) feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the notice given by the developer or property owner, then should the trenches be closed after the five-day period, the cost of new trenching is to be borne by Grantee.

**SECTION 7**  
**Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment, including but not limited to the antenna site, head-end and distribution system, towers, house

connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

**7.5 Performance Monitoring.** Grantee shall test the Cable System consistent with the FCC regulations.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable

convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

**8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to their facilities.

**8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is give reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.11 Emergency Use.** If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS

equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

**SECTION 9**  
**Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored.

**SECTION 10**  
**Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to Five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on an quarterly basis, within sixty (60) days of the close of each quarter. The payment period shall commence as of the Effective Date of the Franchise. In the event of a dispute, the Grantor , if it so requests, shall

be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges, deductions and computations for the period covered by the payment.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12** **Records, Reports and Maps**

**12.1 Reports Required.** The Grantee's schedule of charges, contract or application forms for regular Subscriber service, policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

### **12.2 Records Required.**

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

**12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice to examine during normal business hours and on a nondisruptive basis any and all records as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

**SECTION 13**  
**Community Programming**

**13.3 Community Programming.** Grantee shall provide one channel on the Cable System for use by the Grantor non-commercial, video programming for public, education and government access programming. The PEG channel may be placed on any tier of service available to subscribers.

**SECTION 14**  
**Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

**14.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor

shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.5 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.

**SECTION 15**  
**Miscellaneous Provisions**

**15.1 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.2 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.3 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.4 Equal Protection.** In the event that the Grantor grants one (1) or more franchise(s) or similar authorizations, for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Cable System, it shall not make the grant on more favorable or less burdensome terms. If said other franchise(s) contain provisions imposing lesser obligations on the company(s) thereof than are imposed by the provisions of this Franchise, Grantee may petition the Grantor for a modification of this Franchise. The Grantee shall be entitled, with respect to said lesser obligations, to such modification(s) of this Franchise as to insure fair and equal treatment by this Franchise and said other agreements and to provide all parties equal protection under the law.

**15.5 Notices.** All notices, reports or demands required to be given under this Franchise shall be in writing and shall be deemed to be given upon delivery if delivered personally to the person designated below, or on the fifth day following mailing if sent in accordance with the notice requirement of this Section and deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to the Grantor:      Office of the Mayor  
                                     815 N Beech Street  
                                     Picayune, MS 39466

If to the Grantee:      Charter Communications

VP/GM  
1774 Henry G. Lane Street  
Maryville, TN 37801

with a copy to: Charter Communications  
Attn: Vice President of Govern  
12405 Powerscourt Drive  
St. Louis, MO 63131

Charter Communications  
Attn: Vice President of Govern  
95 Higgins Street  
Worcester, Massachusetts 0160

**15.6 Public Notice.** Minimum public notice of any public meeting relat shall be by publication at least once in a newspaper of general circulation in (10) days prior to the meeting and a posting at the administrative buildings o

**15.7 Severability.** If any section, subsection, sentence, clause, phras Franchise is, for any reason, held invalid or unconstitutional by any jurisdiction, such portion shall be deemed a separate, distinct and indep such holding shall not affect the validity of the remaining portions of this Fr

**15.8 Entire Agreement.** This Franchise sets forth the entire agreemen respecting the subject matter hereof. All agreements, covenants, representa express and implied, oral and written, of the parties with regard to the subj contained herein. No other agreements, covenants, representations or w implied, oral or written, have been made by any party to another with respec Franchise. All prior and contemporaneous conversations, negotiations, agreements, representations, covenants and warranties with respect to the are waived, merged herein and therein and are superseded hereby and thereb

**15.9 Administration of Franchise.** This Franchise is a contract and ne any unilateral action that materially changes the explicit mutual prom contained herein. Any changes, modifications or amendments to this Franc writing, signed by the Grantor and the Grantee.

**15.10 Effective Date.** The Franchise granted herein will take effec from such date of acceptance by Grantee recorded on the signature page of t Franchise shall expire on January 1, 2011, unless extended in accordance w Franchise or by the mutual agreement of the parties.

Considered and approved this \_\_\_ day of \_\_\_\_\_, 2008.

Grantor Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2008, subject to applicable federal, State and local law.

*Renaissance Media LLC, lka CHARTER COMMUNICATIONS*

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER WITH PICAYUNE INTERMODAL/KANDUIT**

DISCUSSION ONLY-NO ACTION TAKEN

**COMPROMISE OF DISPUTED CLAIMS**

Motion was made by Council Member Turnage, seconded by Council Member Guy to allow the City Manager and City Clerk to negotiate disputed claims on utility accounts in the name of E.C. Griffith and Sam Waguespack.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Parker

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADJOURNMENT AND CLOSE OF NOVEMBER SESSION**

Motion was made by Council Member Turnage seconded by Council Member Watkins to adjourn and close the November session.

The following roll call was made:

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

**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 December 2, 2008, at 6.00 p.m. in regular session with the following officials present: Mayor Greg Mitchell, Council Members Larry Watkins, Jerry Bounds, Leavern Guy, Anna Turnage, Donald Parker and Interim City Manager Harvey Miller.

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 TO AMEND CONSENT AGENDA**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to amend the consent agenda by adding Item #2 Consider request to authorize PYAA Sponsorship in the amount of \$100.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED  
NOVEMBER 18, 2008**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to approve of the minutes dated November 18, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AUTHORIZE PYAA SPONSORSHIP IN THE AMOUNT OF \$100**

Motion was made by Council Member Watkins, seconded by Council Member Turnage to authorize PYAA Sponsorship in the amount of \$100.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND AGENDA**

Motion was made by Council Member Guy, seconded by Council Member Turnage to add Item #4 to Executive Session; Contractual Matter concerning Interlocal Agreement.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 Watkins, seconded by Council Member Bounds to approve the docket for December 2, 2008 in the amount of \$1,317,559.41.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT OF PLANNING COMMISSIONER**

Motion was made by Council Member Turnage, seconded by Council Member Watkins to table the appointment of a Planning Commissioner to replace Terrell Jopes whose term expired September 2008 until December 16, 2008 meeting.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE APPOINTMENT/REAPPOINTMENT OF PICAYUNE HOUSING AUTHORITY BOARD CHAIR**

Motion made by Council Member Watkins, seconded by Council Member Parker to table the appointment/reappointment of Picayune Housing Authority Board Chair Donald Bowles whose term expired November 2008 until December 16, 2008 meeting.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO NAME A SOFTBALL FIELD AFTER LAKEN LUMPKIN**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to name a softball field after Laken Lumpkin by request of PYAA Softball Association.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE ABANDONMENT OF ALLEY LOCATED AT 507 AND 514 EAST 3<sup>RD</sup> ST**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to table request for abandonment of alley located at 507 and 514 East 3<sup>rd</sup> St.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT AGREEMENT BY AND BETWEEN THE CITY OF PICAYUNE AND HARTMAN ENGINEERING TO PROVIDE PROFESSIONAL SERVICES IN PREPARATION OF AN APPLICATION TO FEMA/MEMA FOR HAZARD MITIGATION GRANT FUNDS FOR DRAINAGE INFRASTRUCTURE IMPROVEMENTS IN THE AMOUNT OF \$86,000**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to accept agreement for said professional services in the amount of \$86,000 relative to Alligator West Branch Basin, Monroe Branch Basin, and Sycamore Branch Basin and authorize Mayor to sign the same.

**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 \_\_\_\_\_, 2008 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 need for Engineering Support Services to assist the City with participation in and application to the FEMA Hazard Mitigation Grant Program (HMGP) for Drainage Infrastructure Improvements.

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 in connection with the City of Picayune participation in and preparation of the City's application to the FEMA Hazard Mitigation Grant Program for Drainage Infrastructure Improvements, excluding engineering design, environmental and wetland permitting, bidding and engineering construction services. This Contract for Professional Services is in connection with the FEMA HMGP as managed by the Mississippi Emergency Management Agency (MEMA) for infrastructure projects within the City and grant application related tasks for the three specific drainage ways identified by the City, including the following:

- Alligator West Branch Basin
- Monroe Branch Basin
- Sycamore Branch Basin

**SECTION 2. BASIC SERVICES:**

The ENGINEER shall provide engineering services required to complete the project including necessary services described herein or implied as a prerequisite for performance of the services whether or not specifically mentioned in this agreement, including attendance by the ENGINEER at project meetings, conferences and public hearings. The expected duties of the ENGINEER shall include but not be limited to:

1. Preparation and submittal of the FEMA/MEMA HMGP Drainage Project Grant Application for the drainage ways listed above using agency supplied electronic application

software and models.

2. Preparation of the FEMA Benefit-Cost Analysis and FEMA environmental impact analysis for the project grant application for three (3) specific drainage ways listed above e using agency supplied electronic software and available City drainage studies and flood claim and flood loss data.
3. Access FEMA and MEMA flood mitigation web sites and databases on behalf of the City for grant application purposes.
4. Update and provide opinion of probable construction costs for proposed FEMA drainage projects.
5. Attend scheduled Picayune City Council meetings on an as needed basis.
6. Attend meetings with FEMA, MEMA, and the Picayune Public Works, Planning & Community Development departments on an as needed basis.
7. Attend Pearl River County Utility Authority meetings on an as needed basis.
8. Assist the City in interactions and communications with FEMA and MEMA, and other governmental agencies.
9. Coordinate City's grant application and submittal process with that of Pearl River County, if proposed.
10. Attend meetings and other such functions as requested by the City.

**SECTION 3. DOCUMENTS:**

The OWNER shall furnish without charge all available drainage reports, studies, and flood claim and flood loss data, 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. Serving as an expert witness in connection with court proceedings.
- E. Traffic Engineering.
- F. Preparation of Environmental Assessment documents and/or Environmental Permits.
- G. Topographic Surveys and Property Surveys.
- H. Preparation of operation and maintenance manuals for facilities.
- I. Provide drafting and inspection services as requested by the City.

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 City Manager 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 Basic Services in SECTION 2, the Engineer will be paid on a lump sum basis a total fee in the amount of \$86,000 for services provided under this Agreement.

The Engineer shall invoice the Owner monthly according to percentage of work completed. Payments to the ENGINEER for such services shall be made monthly upon presentation of the invoice for work performed during the preceding month.

**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. The Contract may be extended if mutually agreed by OWNER and ENGINEER, in the event that additional services are requested by the Owner and funding is available.

**SECTION 10. TERMINATION OR SUSPENSION:**

The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in their contract.
4. In the event ENGINEER does not maintain a valid Mississippi Engineering License.
5. 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 two (2) 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.

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: \_\_\_\_\_

WITNESSES

*Christina Cantrell*  
\_\_\_\_\_  
*Jabirica A. Casey*  
\_\_\_\_\_

HARTMAN ENGINEERING, INC.

BY   
Manish Mardia, P.E., Senior Vice-President

Date: 9-15-2008

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT BIDS FOR THE CONSTRUCTION OF INDUSTRIAL PARK  
ACCESS ROAD FOR THE AGT PROJECT FUNDED BY CDBG 2006 KATRINA  
SUPPLEMENTAL FUNDS AND AWARD BID TO THE LOW BIDDER**

Motion was made by Council Member Parker, seconded by Council Member Turnage to accept bids submitted and award the bid to the low bidder Stranco, Inc. for the bid amount of \$273,956.00 and authorize Mayor to sign the contract by and between the City of Picayune and Stranco, Inc. and subsequent contract documents.



925 Goodyear Boulevard  
Picayune, Mississippi 39466  
Phone (601) 799-1037  
Fax (601) 799-0480  
www.dunganeng.com

October 22, 2008

Mayor Greg Mitchell  
City of Picayune  
815 N. Beech St.  
Picayune, MS 39466

Re: AGT Industrial Park Access Road  
Certified Bid Tabulation  
Picayune, MS

Dear Mayor Mitchell:

Enclosed please find the itemized bid tabulation in connection with the above referenced project. The low bid on the project was from Stranco, Inc., in the amount of \$273,956.00, which is within the project budget. I recommend that the City award this Contract to the low bidder, Stranco, Inc.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "BR Wallace".

Brooks Wallace, P.E.  
Vice President

Enclosure(s)

cc: Ms. Barbara McGrew, City of Picayune  
Jason Hicks, Sample and Associates

N:\1700C037\Documents\Correspondence\Mitchell1.docx

Bid Items				Creel Excavation, LLC		Hensley R. Lee Contracting, Inc.	
Pay Item	Description	Unit	Qty.	Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization	LS	1	25,336.28	\$ 25,336.28	17,500.00	\$ 17,500.00
2	Unclassified Excavation	LS	1	12,200.00	\$ 12,200.00	18,900.00	\$ 18,900.00
3	Undercut & Backfill (F.M.)	CY	100	18.00	\$ 1,800.00	20.00	\$ 2,000.00
4	Granular Material (Class 9, Group B) (P.M.)	CY	1,150	15.00	\$ 17,250.00	16.10	\$ 18,515.00
5	Seeding, Fertilizing, and Mulching	AC	2	3,000.00	\$ 6,000.00	3,500.00	\$ 7,000.00
6	Concrete Pavement (6.5" Non-Reinforced)	SY	4,553	72.00	\$ 327,816.00	49.50	\$ 225,373.50
7	Crushed Limestone (Size 610)	CY	30	83.33	\$ 2,499.90	104.00	\$ 3,120.00
8	12" Reinforced Concrete Pipe, Class III	LF	40	31.00	\$ 1,240.00	55.00	\$ 2,200.00
9	18"x11" Reinforced Concrete Arch Pipe, Class III	LF	96	33.00	\$ 3,168.00	83.00	\$ 7,968.00
10	22"x13" Reinforced Concrete Arch Pipe, Class III	LF	120	34.00	\$ 4,080.00	91.00	\$ 10,920.00
11	Stop Sign	EA	2	500.00	\$ 1,000.00	105.00	\$ 210.00
12	Project Sign	EA	1	500.00	\$ 500.00	650.00	\$ 650.00
13	Silt Fence	LF	1900	5.00	\$ 9,500.00	3.00	\$ 5,700.00
14	Hay Bales	EA	50	10.00	\$ 500.00	40.00	\$ 2,000.00
<b>TOTAL BID:</b>					<b>\$ 412,890.18</b>		<b>\$ 322,056.50</b>

CERTIFIED CORRECT BY:



Brooks Wallace, P.E.

Pay Item	Description	Unit	Qty.	Huey Stockstill, Inc.		McDonald Construction, Inc. of Slidell	
				Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 5,000.00	\$ 5,000.00
2	Unclassified Excavation	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 20,875.00	\$ 20,875.00
3	Undercut & Backfill (F.M.)	CY	100	\$ 16.00	\$ 1,600.00	\$ 20.00	\$ 2,000.00
4	Granular Material (Class 9, Group B) (P.M.)	CY	1,150	\$ 14.00	\$ 16,100.00	\$ 15.00	\$ 17,250.00
5	Seeding, Fertilizing, and Mulching	AC	2	\$ 3,000.00	\$ 6,000.00	\$ 3,654.00	\$ 7,308.00
6	Concrete Pavement (6.5" Non-Reinforced)	SY	4,553	\$ 64.00	\$ 291,392.00	\$ 68.00	\$ 309,604.00
7	Crushed Limestone (Size 610)	CY	30	\$ 41.00	\$ 1,230.00	\$ 72.00	\$ 2,160.00
8	12" Reinforced Concrete Pipe, Class III	LF	40	\$ 40.00	\$ 1,600.00	\$ 42.00	\$ 1,680.00
9	18"x11" Reinforced Concrete Arch Pipe, Class III	LF	96	\$ 50.00	\$ 4,800.00	\$ 52.00	\$ 4,992.00
10	22"x13" Reinforced Concrete Arch Pipe, Class III	LF	120	\$ 54.00	\$ 6,480.00	\$ 58.00	\$ 6,960.00
11	Stop Sign	EA	2	\$ 140.00	\$ 280.00	\$ 195.00	\$ 390.00
12	Project Sign	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00
13	Silt Fence	LF	1900	\$ 4.00	\$ 7,600.00	\$ 2.00	\$ 3,800.00
14	Hay Bales	EA	50	\$ 12.00	\$ 600.00	\$ 14.00	\$ 700.00
<b>TOTAL BID:</b>					<b>\$ 386,682.00</b>		<b>\$ 383,519.00</b>

CERTIFIED CORRECT BY:

Brooks Wallace, P.E.

Bid Items				Reflectech, Inc.			Richard Price Contracting Company, LLC	
Pay Item	Description	Unit	Qty.	Unit Price	Subtotal	Unit Price	Subtotal	
1	Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00	
2	Unclassified Excavation	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 35,000.00	\$ 35,000.00	
3	Undercut & Backfill (F.M.)	CY	100	\$ 220.00	\$ 22,000.00	\$ 25.00	\$ 2,500.00	
4	Granular Material (Class 9, Group B) (P.M.)	CY	1,150	\$ 21.74	\$ 25,001.00	\$ 19.50	\$ 22,425.00	
5	Seeding, Fertilizing, and Mulching	AC	2	\$ 6,000.00	\$ 12,000.00	\$ 2,500.00	\$ 5,000.00	
6	Concrete Pavement (6 5" Non-Reinforced)	SY	4,553	\$ 49.30	\$ 224,462.90	\$ 42.50	\$ 193,502.50	
7	Crushed Limestone (Size 610)	CY	30	\$ 166.67	\$ 5,000.10	\$ 62.00	\$ 1,860.00	
8	12" Reinforced Concrete Pipe, Class III	LF	40	\$ 300.00	\$ 12,000.00	\$ 40.00	\$ 1,600.00	
9	18"x11" Reinforced Concrete Arch Pipe, Class III	LF	96	\$ 52.08	\$ 4,999.68	\$ 58.00	\$ 5,568.00	
10	22"x13" Reinforced Concrete Arch Pipe, Class III	LF	120	\$ 50.00	\$ 6,000.00	\$ 60.00	\$ 7,200.00	
11	Stop Sign	EA	2	\$ 75.00	\$ 150.00	\$ 300.00	\$ 600.00	
12	Project Sign	EA	1	\$ 600.00	\$ 600.00	\$ 3,100.00	\$ 3,100.00	
13	Silt Fence	LF	1900	\$ 4.74	\$ 9,006.00	\$ 3.00	\$ 5,700.00	
14	Hay Bales	EA	50	\$ 15.00	\$ 750.00	\$ 10.00	\$ 500.00	
<b>TOTAL BID:</b>					<b>\$ 349,969.68</b>		<b>\$ 296,555.50</b>	

CERTIFIED CORRECT BY:  
  
 Brooks Wallace, P.E.

Bid Items				Saucier, John & Co. LLC			Stranco, Inc.	
Pay Item	Description	Unit	Qty.	Unit Price	Subtotal	Unit Price	Subtotal	
1	Mobilization	LS	1	\$ 40,705.00	\$ 40,705.00	\$ 10,000.00	\$ 10,000.00	
2	Unclassified Excavation	LS	1	\$ 36,780.00	\$ 36,780.00	\$ 18,000.00	\$ 18,000.00	
3	Undercut & Backfill (F.M.)	CY	100	\$ 19.25	\$ 1,925.00	\$ 22.00	\$ 2,200.00	
4	Granular Material (Class 9, Group B) (P.M.)	CY	1,150	\$ 17.20	\$ 19,780.00	\$ 12.00	\$ 13,800.00	
5	Seeding, Fertilizing, and Mulching	AC	2	\$ 6,000.00	\$ 12,000.00	\$ 1,800.00	\$ 3,600.00	
6	Concrete Pavement (6.5" Non-Reinforced)	SY	4,553	\$ 62.40	\$ 284,107.20	\$ 46.00	\$ 209,438.00	
7	Crushed Limestone (Size 610)	CY	30	\$ 75.00	\$ 2,250.00	\$ 60.00	\$ 1,800.00	
8	12" Reinforced Concrete Pipe, Class III	LF	40	\$ 36.40	\$ 1,456.00	\$ 32.00	\$ 1,280.00	
9	18"x11" Reinforced Concrete Arch Pipe, Class III	LF	96	\$ 43.70	\$ 4,195.20	\$ 38.00	\$ 3,648.00	
10	22"x13" Reinforced Concrete Arch Pipe, Class III	LF	120	\$ 57.20	\$ 6,864.00	\$ 42.00	\$ 5,040.00	
11	Stop Sign	EA	2	\$ 32.00	\$ 64.00	\$ 150.00	\$ 300.00	
12	Project Sign	EA	1	\$ 3,500.00	\$ 3,500.00	\$ 550.00	\$ 550.00	
13	Silt Fence	LF	1900	\$ 6.25	\$ 11,875.00	\$ 2.00	\$ 3,800.00	
14	Hay Bales	EA	50	\$ 22.00	\$ 1,100.00	\$ 10.00	\$ 500.00	
<b>TOTAL BID:</b>					<b>\$ 426,601.40</b>	<b>\$</b>	<b>\$ 273,956.00</b>	

CERTIFIED CORRECT BY:

  
 Brooks Wallace, P.E.

Pay Item	Description	Unit	Qty.	T.L. Wallace Construction, Inc		Twin L. Construction, Inc.	
				Unit Price	Subtotal	Unit Price	Subtotal
1	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
2	Unclassified Excavation	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
3	Undercut & Backfill (F.M.)	CY	100	\$ 38.00	\$ 3,800.00	\$ 12.00	\$ 1,200.00
4	Granular Material (Class 9, Group B) (P.M.)	CY	1,150	\$ 31.00	\$ 35,650.00	\$ 16.00	\$ 18,400.00
5	Seeding, Fertilizing, and Mulching	AC	2	\$ 3,000.00	\$ 6,000.00	\$ 3,800.00	\$ 7,600.00
6	Concrete Pavement (6.5" Non-Reinforced)	SY	4,553	\$ 45.00	\$ 204,885.00	\$ 74.00	\$ 336,922.00
7	Crushed Limestone (Size 610)	CY	30	\$ 110.00	\$ 3,300.00	\$ 80.00	\$ 2,400.00
8	12" Reinforced Concrete Pipe, Class III	LF	40	\$ 46.00	\$ 1,840.00	\$ 42.00	\$ 1,680.00
9	18"x11" Reinforced Concrete Arch Pipe, Class III	LF	96	\$ 66.00	\$ 6,336.00	\$ 50.00	\$ 4,800.00
10	22"x13" Reinforced Concrete Arch Pipe, Class III	LF	120	\$ 70.00	\$ 8,400.00	\$ 63.00	\$ 7,560.00
11	Stop Sign	EA	2	\$ 250.00	\$ 500.00	\$ 300.00	\$ 600.00
12	Project Sign	EA	1	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00
13	Silt Fence	LF	1900	\$ 5.00	\$ 9,500.00	\$ 3.00	\$ 5,700.00
14	Hay Bales	EA	50	\$ 13.00	\$ 650.00	\$ 20.00	\$ 1,000.00
<b>TOTAL BID:</b>					<b>\$ 314,611.00</b>		<b>\$ 416,162.00</b>

CERTIFIED CORRECT BY:

Brooks Wallace, P.E.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Guy, Watkins, Parker, 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 FOR CASH NO. 5 FOR THE MDA FOR CONSTRUCTION SERVICES, FIRE STATION, AND FIRE STATION ACCESS ROAD FUNDED IN PART BY KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT #R-103-297-01-KCR.**

Motion was made by Council Member Parker, seconded by Council Member Guy to approve said request for Cash in the amount of \$96,158.50 and authorize Mayor to sign the request and payment of accompanying invoices.

002/009

CITY OF PICAYUNE

2006 KATRINA SUPPLEMENTAL  
CDBG COMMUNITY REVITALIZATION  
REQUISITION FORM

REQUISITION NUMBER: 5

CDBG PROJECT NUMBER: R-103-297-01-KCR

DATE: Dec. 2, 2008

CDBG BANK ACCOUNT NO: \_\_\_\_\_

PAYABLE TO:	AMOUNT:
Huey stockstill, Inc.	\$86,676.50 (CDBG=\$31,676.50) (City-\$55,000.00)
ReflecTech, Inc.	\$64,482.00 (CDBG)

APPROVED:

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

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ADVERTISE FOR BIDS FOR FY09 FAA AIRPORT IMPROVEMENTS,  
HELICOPTER PAD, GENERATOR AND DRAINAGE AT THE PICAYUNE  
MUNICIPAL AIRPORT**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to authorize Community Development to advertise for said bids.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT BIDS FOR THE SANITARY SEWER EVALUATION SURVEY  
PROJECT FUNDED BY EPA**

Motion was made by Council Member Guy, seconded by Council Member Bounds to accept submitted bids and award the bid in the amount of \$212,240.69 to the low bidder Necaise Brothers Construction Company, Inc., contingent upon EPA and MDEQ approval.

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# **Hartman Engineering, Inc.**

*Consulting Engineers*

November 18, 2008

Ms. Barbara McGrew, Director  
Department of Planning & Development  
City of Picayune  
815 N. Beech Street  
Picayune, MS 39466

Subject: Sanitary Sewer Evaluation Survey  
EPA Region 4 Project No. XP-97477401-1  
Bid Review & Recommendation

Dear Ms. McGrew:

Transmitted herewith please find a copy of our certified bid tabulation for the above referenced project. Six (6) bids were submitted and opened on November 13, 2008, at the city Council Chambers in the Picayune City Hall. Copies of the project bids were provided to Hartman Engineering and the City retained the original bid documents. Necaize Brothers construction Company, Inc., Gulfport, MS, submitted the lowest bid in the amount of \$212,240.69. The Engineer's estimate was approximately \$350,000.00.

Hartman Engineering, Inc reviewed the bid and found no irregularities with the Necaize bid. Information provided by the firm in the bid document questionnaire, Section 00430, and that from conversations with the firm indicate the firm is experienced with work similar to the Picayune project. Since the Necaize Brothers Construction Company bid conforms to the bidding requirements, HEI recommends awarding a contract to Necaize Brothers Construction Company, Inc. in the amount of \$212,240.69. If you have any questions concerning our recommendation, please contact our office.

Sincerely,  
**HARTMAN ENGINEERING, INC.**



Rolland A. Mura, P.E.

Enclosures

019030

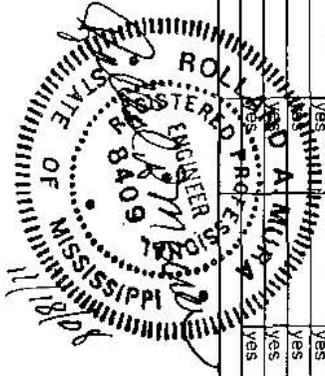
**BID TABULATION**

**SANITARY SEWER EVALUATION SURVEY  
CITY OF PICAYUNE, MISSISSIPPI  
EPA REGION 4 WASTEWATER PROJECT NO. XP-97477403-1**

**Hartman Engineering, Inc.**  
HEI Job No. 21-019-04-30  
11/13/2008

Item No.	Description of Item	Unit	Estimated Quantity	Unit Price (\$)	Amount (\$)	Contractor Construction Company	Unit Price (\$)	Amount (\$)	Suncast Infrastructure, Inc.	Unit Price (\$)	Amount (\$)	DHS d/b/a Smith Industrial Service	Unit Price (\$)	Amount (\$)	Compliance Enviro Systems, LLC (CES)	Unit Price (\$)	Amount (\$)	Advanced Envir. Consultants (AEC)	Unit Price (\$)	Amount (\$)	Video Industrial Services, Inc	Unit Price (\$)	Amount (\$)
<p><i>William J. Miller</i>                      Date of Bid Opening: November 13, 2008                      Certified and Correct                      Date: <i>11/13/08</i></p>																							
<b>LS No. 7 South Beech SSES</b>																							
1	Mobilization/Demobilization	LS	1	1,196.15	1,196.15																		
2	Mannhole Inspection	EA	31	45.00	1,395.00																		
3	8 in. Line Cleaning	LF	7,308	0.60	6,577.20																		
4	10 in. Line Cleaning	LF	1,905	0.90	1,714.50																		
5	12 in. Line Cleaning	LF	0	0.90	0.00																		
6	15 in. Line Cleaning	LF	0	1.00	0.00																		
7	16 in. Line Cleaning	LF	0	1.00	0.00																		
8	27 in. Line Cleaning	LF	0	1.75	0.00																		
9	Root Removal	LF	20	5.00	100.00																		
10	8 in. CCTV/Radial View	LF	7,308	0.90	6,577.20																		
11	10 in. CCTV/Radial View	LF	1,905	0.90	1,714.50																		
12	12 in. CCTV/Radial View	LF	0	0.90	0.00																		
13	15 in. CCTV/Radial View	LF	0	0.90	0.00																		
14	16 in. CCTV/Radial View	LF	0	0.90	0.00																		
15	27 in. CCTV/Radial View	LF	0	1.75	0.00																		
16	CCTV Additional Setup	EA	3	75.00	225.00																		
17	Bypass Pumping	LS	3	1,000.00	3,000.00																		
18	Bypass Pumping	LF	9,213	0.40	3,685.20																		
19	Dye Water Testing	LF	6,213	0.20	1,242.60																		
20	Protruding Tap Removal	EA	5	150.00	750.00																		
21	Reports & Electronic Data	LS	1	1,000.00	1,000.00																		
<b>South Beech SSES Subtotal:</b>																							
27,777.35																							
<b>LS No. 16 Pizza Hut SSES</b>																							
22	Mobilization/Demobilization	LS	1	1,875.29	1,875.29																		
23	Mannhole Inspection	EA	42	45.00	1,890.00																		
24	8 in. Line Cleaning	LF	7,291	0.90	6,561.90																		
25	10 in. Line Cleaning	LF	0	0.90	0.00																		
26	12 in. Line Cleaning	LF	0	0.90	0.00																		
27	15 in. Line Cleaning	LF	0	1.00	0.00																		
28	16 in. Line Cleaning	LF	0	1.00	0.00																		
29	27 in. Line Cleaning	LF	0	1.75	0.00																		
30	Root Removal	LF	4,903	1.00	4,903.00																		
31	8 in. CCTV/Radial View	LF	30	5.00	150.00																		
32	10 in. CCTV/Radial View	LF	7,291	0.90	6,561.90																		
33	12 in. CCTV/Radial View	LF	0	0.90	0.00																		
34	15 in. CCTV/Radial View	LF	0	0.90	0.00																		
35	16 in. CCTV/Radial View	LF	0	0.90	0.00																		
36	27 in. CCTV/Radial View	LF	0	1.75	0.00																		
37	CCTV Additional Setup	EA	4	75.00	300.00																		
38	Bypass Pumping	LS	4	4,000.00	16,000.00																		
39	Smoke Testing	LF	1	0.40	0.40																		
40	Dye Water Testing	LF	12,194	0.20	2,438.80																		
41	Protruding Tap Removal	EA	6	150.00	900.00																		
42	Reports & Electronic Data	LS	1	1,000.00	1,000.00																		
<b>Pizza Hut SSES Subtotal:</b>																							
43,548.44																							

Item No.	Description of Item	Unit	Estimated Quantity	Construction Company	Inc.	Industrial Service	Systems, LLC (CES)	Consultants (AEC)	Services, Inc										
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount										
				(\$)	(\$)	(\$)	(\$)	(\$)	(\$)										
<b>LS No. 22 Read Road SSES</b>																			
43	Mobilization/Demobilization	LS	1	6,068.10	6,068.10	63,800.00	63,800.00	2,281.00	2,281.00	900.00	900.00	800.00	3,000.00	3,000.00	1,000.00	1,000.00			
44	Manhole Inspection	EA	178	45.00	7,920.00	135.00	23,760.00	100.00	17,600.00	92.00	16,192.00	150.00	26,400.00	26,400.00	85.00	14,960.00			
45	8 in. Line Clearing	LF	35,540	0.90	34,686.00	1.00	38,540.00	1.70	65,518.00	1.00	38,540.00	0.75	28,905.00	28,905.00	0.40	15,416.00			
46	10 in. Line Clearing	LF	4,012	0.90	3,610.80	1.15	4,613.80	1.70	6,820.40	1.00	4,012.00	0.50	2,006.00	2,006.00	0.42	1,685.04			
47	12 in. Line Clearing	LF	2,730	0.90	2,457.00	1.42	3,876.60	1.70	4,641.00	1.36	3,685.50	0.50	1,365.00	1,365.00	0.50	1,365.00			
48	15 in. Line Clearing	LF	4,269	1.00	4,269.00	3.05	13,020.45	1.70	7,257.30	1.75	7,470.75	0.50	2,134.50	2,134.50	0.75	3,201.75			
49	16 in. Line Clearing	LF	281	1.00	281.00	4.30	1,208.30	1.70	477.70	2.00	562.00	0.30	84.30	84.30	1.00	281.00			
50	27 in. Line Clearing	LF	0	1.75	0.00	6.00	0.00	4.50	0.00	6.00	6.00	0.50	0.00	0.00	1.50	0.00			
51	Root Removal	LF	120	5.00	600.00	1.50	180.00	75.00	9,000.00	2.00	240.00	1.00	120.00	120.00	4.00	480.00			
52	8 in. CCTV/Radial View	LF	38,540	0.90	34,686.00	1.00	38,540.00	0.75	28,905.00	1.07	41,237.80	1.75	67,445.00	67,445.00	1.00	38,540.00			
53	10 in. CCTV/Radial View	LF	4,012	0.90	3,610.80	1.00	4,012.00	0.75	3,009.00	1.07	4,292.84	1.75	7,021.00	7,021.00	1.00	4,012.00			
54	12 in. CCTV/Radial View	LF	2,730	0.90	2,457.00	1.00	2,730.00	0.75	2,047.50	1.07	2,921.10	1.75	4,777.50	4,777.50	1.00	2,730.00			
55	15 in. CCTV/Radial View	LF	4,269	0.90	3,842.10	1.00	4,269.00	0.75	3,201.75	1.07	4,567.83	1.75	7,470.75	7,470.75	1.00	4,269.00			
56	16 in. CCTV/Radial View	LF	281	0.90	252.90	1.00	281.00	0.75	210.75	1.07	300.67	1.75	491.75	491.75	1.00	281.00			
57	27 in. CCTV/Radial View	LF	0	0.90	0.00	1.00	0.00	0.75	0.00	1.07	0.00	1.75	0.00	0.00	1.00	0.00			
58	CCTV Additional Setup	EA	11	75.00	825.00	132.00	1,452.00	109.00	1,100.00	300.00	3,300.00	1.75	19.25	19.25	125.00	1,375.00			
59	Bypass Pumping	LS	1	1,000.00	1,000.00	1.00	1.00	8,000.00	8,000.00	0.00	0.00	1.00	1.00	1.00	260.00	260.00			
60	Smoke Testing	LF	49,832	0.40	19,932.80	0.43	21,427.76	0.50	24,916.00	0.39	19,434.48	0.60	29,889.20	29,889.20	0.55	27,407.60			
61	Dye Water Testing	LF	49,832	0.20	9,966.40	0.01	499.32	0.70	34,882.40	0.50	24,916.00	0.05	2,491.60	2,491.60	0.68	32,889.12			
62	Protruding Tap Removal	EA	23	150.00	3,450.00	120.00	2,760.00	100.00	2,300.00	248.00	5,704.00	100.00	2,300.00	2,300.00	260.00	5,750.00			
63	Reports & Electronic Data	LS	1	1,000.00	1,000.00	7,000.00	7,000.00	16,000.00	16,000.00	6,400.00	6,400.00	43,989.78	43,989.78	1.00	1.00				
<b>Read Road SSES Subtotal:</b>					140,914.90		231,970.23		238,167.80		184,576.97		229,921.63		155,893.51				
<b>TOTAL BID (Items 1 - 63 Inclusive):</b>					\$212,240.69		\$354,547.31		\$396,453.75		\$298,406.69		\$358,542.57		\$229,729.18				
Bid Property Signed											yes								
Addenda Acknowledgement (No addendum issued)											yes								
5% Bid Bond (Section 00400), or cashiers or certified check											yes								
Questionnaire (Section 00430)											yes								
Power of Attorney (for Surety bond)											yes								
Noncollusive & Non solicitation Affidavit (Section 00480)											yes								
Certification of Contractor (Section 00495)											yes								
Corporate Res. (if by corp. or joint venture) (Section 00400)											yes								



The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO SET DATE FOR PUBLIC HEARING FOR PROPERTY CLEANUP**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to set a Public Hearing date for Property Cleanup to be held January 6, 2009 for the following properties:

- 1.) CORNER OF MITCHELL & HWY 11 SOUTH  
PARCEL # 617-614-003-04-005  
617-614-003-04-00501
- 2.) 417 SOUTH CURRAN AVE.
- 3.) 2404 LAURA DRIVE
- 4.) 2804 HICKMAN AVE.
- 5.) 700 LAIRD STREET
- 6.) 2700 VICTORIA DRIVE
- 7.) 2704 VICTORIA DRIVE

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE CITY WATER SERVICE AT 133 LUTHER DAVIS RD**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request for City Water Service from Terry Davis at 133 Luther Davis Rd.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO SURPLUS 1979 AMERICAN LAFRANCE 1250 PUMPER FIRE TRUCK AND 1994 FORD F350 FIRE/RESCUE TRUCK**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to surplus a 1979 American LaFrance 1250 pumper fire truck (vehicle #67) and 1994 Ford F350 fire/rescue truck (vehicle #188). Both are considered out of service due to age and mechanical problems.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT DONATION FROM SOUTHERN NATURAL GAS COMPANY**

Motion was made by Council Member Parker, seconded by Council Member Bounds to accept donation in the amount of \$300 from Southern Natural Gas Company to the Picayune Fire Department.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO AUTHORIZE PLANNING AND ZONING TO REVIEW AND PRESENT APPROPRIATE AMENDMENTS TO ORDINANCES REGARDING CHANGE IN HEIGHT RESTRICTIONS AS PER DECEMBER 2, 2008 LETTER FROM CHIEF OF FIRE DEPARTMENT**

Motion was made by Council Member Guy, seconded by Council Member Watkins to authorize Planning and Zoning to review and present appropriate amendments to ordinances regarding change in height restrictions as per letter dated December 2, 2008 from Chief of Fire Department.



## Picayune Fire Department



2233 Adcox Road  
Picayune, Mississippi 39466

Keith Brown  
Fire Chief

Office: (601) 798-6513  
Office: (601) 798-7862  
Fax: (601) 749-7006

To: City Manager, Mayor, Council Members

From: Fire Department, Building Inspector Department

Date: December 2, 2008

RE: City of Picayune Building Height Restriction

Under the current zoning ordinance, construction inside the city limits is limited to a building height of three (3) stories and/or forty (40) feet. Upon completion of research by the Fire Department and Building Inspection Department, we are recommending that the height limit be increased to a maximum of five (5) stories and/or sixty (60) feet. This change is being recommended with the following conditions:

- \* the construction must be approved by both the fire and building departments
- \* the City of Picayune will adopt the *2006 International Building Code*
- \* the building must be built within the approved radius of location of the fire department 75' ladder truck (ladder district)

A handwritten signature in black ink that reads "Keith A. Brown". The signature is written in a cursive, flowing style.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

### **APPROVE T-HANGAR LEASE AGREEMENT BY AND BETWEEN CITY OF PICAYUNE AND THOMAS CUNI**

Motion was made by Council Member Bounds, seconded by Council Member Turnage to approve T-Hangar Lease Agreement by and between City of Picayune and Thomas Cuni and authorize Mayor to sign the same.

**STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER**

**T-HANGAR LEASE AGREEMENT**

This T-Hangar Lease Agreement made and entered into this, the **2nd** day of **December, 2008**, by and between the City of Picayune, hereinafter referred to as "Lessor" and **Thomas Cuni** 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 **O-12** 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. **TERMS**

The term of this Agreement shall be **month to month**, with the term to begin on the **2<sup>nd</sup> day of December 2008** and continue thereafter 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 **\$275.00** plus a **\$275.00** hangar deposit fee is due at the inception of this contract. 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. Lessor may change the rent from time-to-time by giving the Lessee a thirty-days written notice.

4. **REPAIRS 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. Lessee shall make no alterations, modifications or additions to the hangar without the prior written permission of Lessor.

5. **USE OF PREMISES**

The hangar whereby 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, Lessor shall be responsible for the connection of electric services for the Hangar. Lessee shall use light fixtures for its intended purpose only and shall not alter the existing electrical facilities. Lessee shall not operate any air conditioners, refrigerators, large heaters, or other similar appliances. Outlets, when available, may be used only for operation of droplights, small hand tools, etc. No permitted electrical appliances or other electrical devices shall be connected into the outlet when the Lessee is not present.

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 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 accepted.

**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

At to Lessee: Thomas Cuni  
232 S. Pierce  
New Orleans, La 70119

WITNESS the signatures of the parties hereto, this the 7th of October, 2008.

LESSOR: CITY OF PICAYUNE

BY: \_\_\_\_\_  
Greg Mitchell, Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

LESSEE: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AT THIS TIME COUNCILMAN GUY EXITED THE MEETING**

**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 Watkins, Parker, Turnage and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Guy

**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 Watkins, Parker, Turnage and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Guy

**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 concerning land and deed dispute
- B. Possible litigation concerning tax matter
- C. Contractual matter concerning bond issues
- D. Contractual matter concerning Interlocal Agreement with PRC

**CONTRACTUAL MATTER CONCERNING LAND AND DEED DISPUTE**

DISCUSSION ONLY

**POSSIBLE LITIGATION CONCERNING TAX MATTER**

DISCUSSION ONLY

**CONTRACTUAL MATTER CONCERNING BOND ISSUES**

DISCUSSION ONLY

**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 Watkins, Parker, Turnage and Bounds

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Guy

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**CONTRACTUAL MATTER CONCERNING INTERLOCAL AGREEMENT WITH PRC CONCERNING PAVING**

Motion was made by Council Member Parker, seconded by Council Member Bounds to accept interlocal agreement with Pearl River County with changes dictated to the city attorney concerning paving.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Guy

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO RECESS**

Motion was made by Council Member Turnage, seconded by Council Member Bounds to recess until Tuesday, December 16, 2008 at 6:00 pm.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Guy

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

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Greg Mitchell, Mayor

ATTEST:

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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 16, 2008, at 6.00 p.m. in recessed session with the following officials present: Mayor Greg Mitchell, Council Members Donald Parker, Larry Watkins, Jerry Bounds, Anna Turnage and Leavern Guy and Interim City Manager Harvey Miller.

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

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

**AT THIS TIME THERE WAS A KEY TO THE CITY PRESENTED TO MARY JANE PARKER IN HONOR OF HER 100<sup>TH</sup> BIRTHDAY.**

**AT THIS TIME THERE WAS A PRESENTATION BY DR. MOORE OF A SUMMARY OF THE SHOP PICAYUNE MEETING HELD DECEMBER 4, 2008.**

***AT THIS TIME COUNCIL MEMBER TURNAGE EXITED THE MEETING***

**MOTION WAS MADE TO APPROVE THE CITY OF PICAYUNE MINUTES DATED DECEMBER 2, 2008**

Motion was made by Council Member Guy, seconded by Council Member Parker for approval of the minutes dated December 2, 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Parker, Watkins, Guy 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 Guy, seconded by Council Member Parker to acknowledge receipt of Monthly Public Records Request Report for the month of November 2008.

RECESSED MEETING DECEMBER 16, 2008

CITY OF PICAYUNE  
NEW BUSINESS LISTING

DATE: 12/08/2008

PAGE: 1

ACCT	BUSINESS NAME	ORG DATE	LOCATION	APPLICANT
1722	CINDILU'S CLEANING SERVICES	11/20/2008	111 WOOD OAKS CT	CYNTHIA C BER
1723	CRYSTAL CLEAR CLEANING SPECIALIST	11/20/2008	2209 MEGHERE ST	LISA MYERS
1724	GENEVA DILLON	11/20/2008	1108 MARTIN LUTHER KING B	GENEVA DILLIO
TOTAL >>				3

CITY OF PICAYUNE  
FEE'S AND ISSUED

DATE: 11/01/2008

PAGE: 1

LICENSE	ACCT	BUSINESS	AMOUNT
8323	648	AIR & COOLER	33.30
8325	647	AIR & COOLER ELECTRICAL	33.30
8319	1078	BREAKTIME VENDING	22.00
8312	19	HULLOCK, T. E	22.20
8331	1722	CINDILU'S CLEANING SERVICE	20.00
8332	1723	CRYSTAL CLEAR CLEANING SPECIALIST	20.00
8333	1724	GENEVA DILLON	20.00
8329	496	KELM'S PLUMBING	22.20
8320	983	LITTLE ANGELS BOUTIQUE	22.20
8317	1196	NORMAND & NORMAND LTD.	22.00
8314	1301	PLATINUM CUTS	22.20
8316	74	RICK'S SWIMMING POOL SUPPLY #6	20.00
8327	878	WILEY N. MITLER	22.20
	13	TOTAL >>>	301.60

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Parker, Watkins, Guy 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 Guy, seconded by Council Member Parker to acknowledge receipt of Monthly Privilege License Report for the month of November 2008.

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS NOVEMBER 2008				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
11/18/08	METROPOLITAN REPORTING	CR # 2008-10-2916	11/18/08	APPROVED
11/24/08	JAMES EVANS	AR # 2008-10-2478	11/24/08	APPROVED
11/25/08	FBI/CHRISTOPHER SCOTT TAYLOR	BACKGROUND CHECK	11/25/08	APPROVED
11/25/08	FBI/FLOYD PATRICK DUNPHEY	BACKGROUND CHECK	11/25/08	APPROVED
11/24/08	SOUTHERN RESEARCH CO	BACKGROUND CHECK	11/24/08	APPROVED
11/24/08	TERRI ELLIS	AR # 2008-11-1700	11/24/08	APPROVED
11/24/08	GEORGIANNA PARKS	AR # 2008-11-1700	11/24/08	APPROVED
11/20/08	PRC SHERIFF'S DEPT	BACKGROUND CHECK	11/20/08	APPROVED
11/20/08	PRC SHERIFF'S DEPT	BACKGROUND CHECK	11/20/08	APPROVED
11/20/08	STATE FARM	CR # 2008-10-3028	11/20/08	APPROVED
11/20/08	WESLEY CUMMINGS/FBI	BACKGROUND CHECK	11/20/08	APPROVED
11/19/08	ADAM LANIER	AR # 2008-10-3132	11/19/08	APPROVED
11/19/08	PROGRESSIVE	CR # 2008-09-1586	11/19/08	APPROVED
11/19/08	STATE FARM	CR # 2008-11-0225	11/19/08	APPROVED
11/19/08	HAYWARD TATE	AR # 2008-11-1243	11/19/08	APPROVED
11/18/08	STATE FARM	CR # 2008-11-0668	11/18/08	APPROVED
11/18/08	CHOICE POINT	CR # 2008-11-0668	11/18/08	APPROVED
11/18/08	PRC SHERIFF'S DEPT	BACKGROUND CHECK	11/18/08	APPROVED
11/18/08	NICHOLSON ARMS FOR KIMBERLY	BACKGROUND CHECK	11/18/08	APPROVED
11/18/08	NURSING MANAGEMENT, INC FOR	BACKGROUND CHECK	11/18/08	APPROVED
11/18/08	CENTRAL BAPTIST CHURCH FOR	BACKGROUND CHECK	11/18/08	APPROVED
11/18/08	MONICA FOULON	AR # 2008-06-0769	11/18/08	APPROVED
11/18/08	PROGRESSIVE	CR # 2008-10-2504	11/18/08	APPROVED
11/18/08	STATE FARM	CR # 2008-10-0590	11/18/08	APPROVED
11/18/08	CHOICE POINT	CR # 2008-10-2471	11/18/08	APPROVED
11/17/08	PRC DHS FOR HEIDI LEE	BACKGROUND CHECK	11/17/08	APPROVED
11/17/08	PRC DHS FOR TERRY KALADE	BACKGROUND CHECK	11/17/08	APPROVED
11/17/08	PRC DHS FOR VERONICA KALADE	BACKGROUND CHECK	11/17/08	APPROVED
11/17/08	MARY FOXWORTH	AR # 2008-02-0817	11/17/08	APPROVED
11/13/08	BEULAH KELLAR	CR # 2008-10-1394	11/13/08	APPROVED
11/12/08	PRC SHERIFF'S DEPT	BACKGROUND CHECK	11/12/08	APPROVED
11/12/08	G GERALD CRUTHIRD, P.A	AR # 2008-11-00225	11/12/08	APPROVED
11/10/08	CHOICE POINT	CR # 2008-11-0225	11/10/08	APPROVED
11/10/08	CHOICE POINT	CR # 2008-11-0338	11/10/08	APPROVED
11/10/08	CHOICE POINT	CR # 2008-11-0204	11/10/08	APPROVED
11/10/08	CHOICE POINT	CR # 2008-10-3148	11/10/08	APPROVED
11/10/08	CHOICE POINT	CR # 2008-10-1260	11/10/08	APPROVED
11/10/08	CHOICE POINT	CR # 2006-08-2458	11/10/08	APPROVED

CITY OF PICAYUNE REPORT OF PUBLIC RECORDS REQUESTS NOVEMBER 2008				
<u>DATE</u>	<u>PERSON REQUESTING</u>	<u>SUBJECT MATTER</u>	<u>DATE FILLED/ DENIED</u>	<u>ACTION</u>
11/12/08	REV. HOWARD STEWART	AR # 2008-11-00204	11/12/08	APPROVED
11/10/08	PRC SHERIFF'S DEPT	BACKGROUND CHECK	11/10/08	APPROVED
11/10/08	PRC SHERIFF'S DEPT	BACKGROUND CHECK	11/10/08	APPROVED
11/10/08	MIKE SWITZER	IR # 2008-10-2771	11/10/08	APPROVED
11/10/08	PROGRESSIVE	CR #2008-11-0457	11/10/08	APPROVED
11/06/08	OMINPLEX WORLD SERVICES	BACKGROUND CHECK	11/06/08	APPROVED
11/10/08	FARM BUREAU	ACCIDENT REPORT	11/10/08	APPROVED
11/10/08	JEFFERY SCOTT SMITH	LOST PROPERTY REPORT	11/10/08	APPROVED
11/10/08	TIFFANY LOPEZ MORRIS	LOST PROPERTY REPORT	11/10/08	APPROVED
11/10/08	CHARLES C GAINES	BACKGROUND CHECK	11/10/08	APPROVED
11/10/08	ANGELA LEWIS	LOST PROPERTY REPORT #	11/10/08	APPROVED
11/06/08	ROSALIND BANKS	BACKGROUND CHECK	11/06/08	APPROVED
11/06/08	PRC SHERIFF'S DEPT FOR KEVIN	BACKGROUND CHECK	11/06/08	APPROVED
11/06/08	FBI FOR JAMIE RANKIN LEONHARD	INCIDENT REPORT	11/06/08	APPROVED
11/06/08	FBI FOR HARRY LEE BRUMFIELD	INCIDENT REPORT	11/06/08	APPROVED
11/06/08	FBI FOR EARNEST ZELL WATKINS	INCIDENT REPORT	11/06/08	APPROVED
11/03/08	TUCKER BUCHANAN, P.A.	CR # 2007-07-0597	11/03/08	APPROVED
10/29/08	PROGRESSIVE	CR # 2008-10-1792	10/29/08	APPROVED
11/05/08	PROGRESSIVE	CR # 2008-10-2495	11/05/08	APPROVED
10/29/08	AURORA CLOSSON	CR # 2008-10-1546	10/29/08	APPROVED
11/06/08	PRC SHERIFF'S DEPT FOR CHARLES LAWTHER	BACKGROUND CHECK	11/06/08	APPROVED
11/06/08	PRC SHERIFF'S DEPT FOR REGINA D	BACKGROUND CHECK	11/05/08	APPROVED
10/29/08	PROGRESSIVE	CR # 2008-10-1792	10/29/08	APPROVED
10/29/08	AURORA CLOSSON	CR # 2008-10-1546	10/29/08	APPROVED
10/28/08	CADIE EVANS	CR # 2008-10-2272	10/28/08	APPROVED
11/05/08	ANGELA FRIERSON	LOST PROPERTY REPORT #	11/05/08	APPROVED
11/05/08	MIKE CELINO	LOST PROPERTY REPORT #	11/05/08	APPROVED
11/04/08	PRC SHERIFF'S DEPT FOR DARRELL	BACKGROUND CHECK	11/04/08	APPROVED
11/04/08	PRC SHERIFF'S DEPT FOR KEVIN	BACKGROUND CHECK	11/04/08	APPROVED
11/04/08	PATRICK O CURLEY	AR # 2008-10-2471	11/04/08	APPROVED
11/04/08	LA STATE POLICE FOR KIMBERLY	BACKGROUND CHECK	11/04/08	APPROVED
11/04/08	PRCSO FOR JAMES LOVE	BACKGROUND CHECK	11/04/08	APPROVED
11/04/08	DAVID BURGE	AR # 2008-10-2773	11/04/08	APPROVED
11/04/08	CHOICE POINT	CR # 2008-09-0628	11/04/08	APPROVED
11/04/08	CHOICE POINT	CR # 2008-10-2950	11/04/08	APPROVED
11/03/08	PROGRESSIVE	CR # 2008-10-3029	11/03/08	APPROVED
11/03/08	STATE FARM	CR # 2008-10-0553	11/03/08	APPROVED
11/03/08	CHOICE POINT	CR # 2008-10-2272	11/03/08	APPROVED



**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ORDER TO APPROVE DOCKET**

Motion was made by Council Member Guy, seconded by Council Member Bounds to approve the docket for December 16, 2008 in the amount of \$401,254.32.

The following roll call was made:

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

**VOTING NAY:** Council Member Guy

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**APPOINT BRYAN COOPER TO PLANNING COMMISSION**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to appoint Bryan Cooper as a Planning Commissioner for a five-year term to expire September 2013.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**REAPPOINT DONALD BOWLES TO PICAYUNE HOUSING AUTHORITY**

Motion was made by Council Member Guy, seconded by Council Member Bounds to reappoint Donald Bowles to Picayune Housing Authority for another 5 year term to expire November 2013.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE REQUEST TO ABANDON ALLEY LOCATED AT 507 AND 514 EAST 3<sup>RD</sup> ST**

Motion was made by Council Member Parker, seconded by Council Member Guy to table request to abandon an alley located at 507 and 517 East 3<sup>rd</sup> St.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE MARTIN LUTHER KING CELEBRATION MARCH AND PARADE**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve request from the Martin Luther King Committee to hold a Martin Luther King Celebration March and Parade beginning at 10:30 a.m. at Rosa Street and S Beech St. on Monday, January 19, 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT**

Motion was made by Council Member Guy, seconded by Council Member Watkins to acknowledge receipt of monthly budget report for the month of November 2008.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Parker, Watkins, Guy 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 NO.1**

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve Budget Amendment No. 2 for the FYE 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**AUTHORIZE ACCOUNTING DEPARTMENT TO PUBLICIZE PARTICIPATION BIDS FOR DEPOSITORIES**

Motion was made by Council Member Guy, seconded by Council Member Watkins to authorize accounting department to publicize participation bids for depositories.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO EXTEND THE PERIOD OF PERFORMANCE ON INSTALLATION OF STORM SHUTTERS ON THE CITY'S 6 CRITICAL BUILDINGS AS DESCRIBED IN THE MEMA HAZARD MITIGATION GRANT AGREEMENT FROM FEBRUARY 26, 2009 TO AUGUST 26, 2009**

Motion was made by Council Member Parker, seconded by Council Member Guy to authorize extension and Mayor's signature on applicable documents.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO TABLE CONSIDERATION OF FEDERAL AID STREET TO BE INCLUDED IN THE STIP PLAN TO BE SUBMITTED TO MDOT**

Motion was made by Council Member Guy, seconded by Council Member Watkins to table consideration of Federal Aid Street to be included in the STIP Plan to be submitted to MDOT until the January 6, 2009 meeting.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE PLANNING COMMISSION MINUTES**

Motion was made by Council Member Parker, seconded by Council Member Watkins to approve the Planning Commission minutes dated November 17, 2008.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACKNOWLEDGE PLANNING COMMISSION MINUTES**

Motion was made by Council Member Parker, seconded by Council Member Watkins to acknowledge Planning Commission minutes dated December 9, 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AMEND WOODS IX SUBDIVISION PLAT TO NAME AND UNNAMED STREET WEST OF CHINQUAPIN COURT**

Motion was made by Council Member Guy, seconded by Council Member Watkins to approve Planning Commission recommendation to amend Woods IX Subdivision Plat and named the unnamed street Cedar Court.

**Cooper Company**

P.O. Box 816  
Picayune, MS 39466  
601-798-2221 Office  
601-798-2223 Fax

November 24, 2008

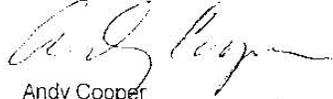
To: City of Picayune  
Planning and Development  
815 North Beech Street  
Picayune, MS 39466

Re: Naming of Street in Phase 9 of the Woods Subdivision

I am requesting a street name of "Cedar Court" for the Woods Subdivision, Phase 9. This phase is located west of Chinquapin Court.

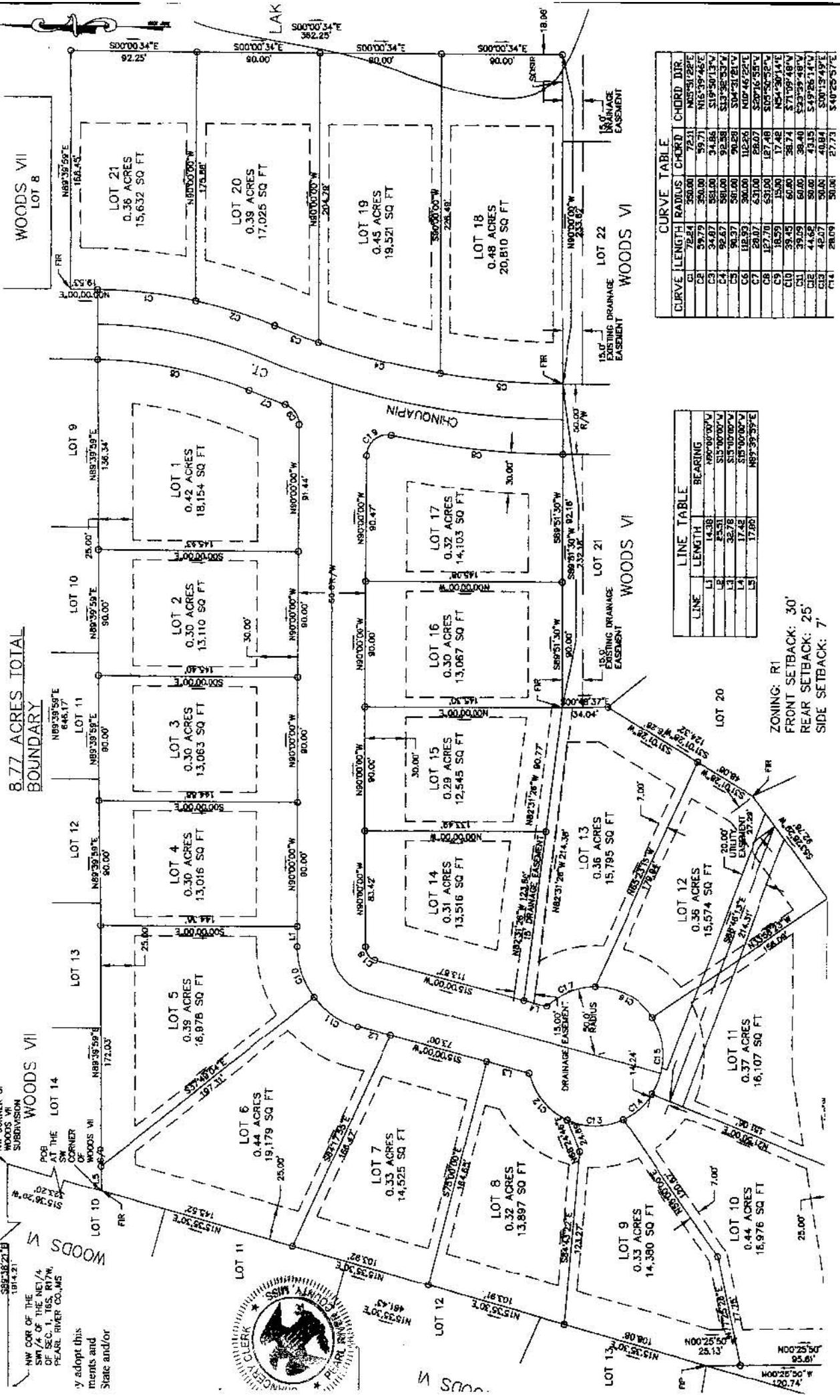
Should you have any questions feel free to call me at 601-337-2221.

Sincerely,



Andy Cooper  
Cooper Company  
President

# THE WOODS IX SUBDIVISION FINAL PLAT



**CURVE TABLE**

CURVE	LENGTH	RADIUS	CHORD	CHORD DIR.
C1	76.24	250.00	72.31	N85°31'22"E
C2	59.79	350.00	59.71	N15°59'46"E
C3	34.07	351.00	34.86	S19°50'13"W
C4	82.67	501.00	82.98	S13°58'53"W
C5	90.37	501.00	90.80	S14°21'28"W
C6	118.90	300.00	112.94	N10°44'22"E
C7	28.07	431.00	28.07	S20°55'55"E
C8	127.70	431.00	127.48	S20°55'55"E
C9	18.59	150.00	17.48	N54°38'14"E
C10	33.48	60.00	32.74	S71°09'48"W
C11	37.29	60.00	36.48	S23°39'48"W
C12	44.95	30.00	43.05	S49°26'14"W
C13	42.07	30.00	40.84	S30°15'49"E
C14	28.00	30.00	27.73	S40°25'57"E

**LINE TABLE**

LINE	LENGTH	BEARING
L1	14.38	N67°00'00"W
L2	23.31	S12°00'00"W
L3	32.78	S13°00'00"W
L4	17.42	S15°00'00"W
L5	17.80	N89°59'59"E

ZONING: R1  
 FRONT SETBACK: 30'  
 REAR SETBACK: 25'  
 SIDE SETBACK: 7'

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE THE CONCEPT OF THE PLANNED DEVELOPMENT FOR THE NEW HIGHLAND COMMUNITY HOSPITAL**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve the Planning Commission recommendation to approve the Concept of the planned development for the new Highland Community Hospital.

---

Barbara McGrew  
Director of Community Development  
Grant Administration  
815 North Beech Street  
Picayune, MS - 39466

December 2, 2008

Per our meeting on December 2, 2008 in regards to the requirements for project review for the new Highland Community Hospital, I am submitting on behalf of Forrest General Hospital and Marshall Erdman the attached drawings for review by the City Planning Commission during their scheduled meeting of December 9, 2008. Although the design and development of the drawings are currently beyond this stage, the submitted drawings represent in concept the planned development. As the design is finalized, detailed plans and specifications that are compliant to all Federal, State and Local Code requirements will be submitted for review.

The site is located within the Highland Commons Development which is currently under development by Cooper Industries. The Site Plan reflects the proposed building, parking lot and utility service locations. The First and Second Floor Plans are color coded by Departments and represent the room layout for each. Also shown as a shelled in space is the Proposed Medical Office Building, which is currently under development. In segments of this area Forrest General Hospital will lease space to build out the Lab, Physical Therapy Department, Medical Records and Administrative Support Space. The remaining area will be used for Physician Office Space. The Third Floor Plan indicates the proposed shelled in space for the Mechanical Penthouse and the future Med Surgery Unit. Also attached are four sheets of Exterior Perspective Drawings showing views from various directions.

Thank you for your time and assistance with this matter and if there is any additional information that is needed, do not hesitate to contact me.

Sincerely,



Vernon Hickman  
Director of Construction  
Forrest General Hospital  
Ph. 601-799-1792, cell – 601-5204644  
vhickman@forrestgeneral.com

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Parker, Watkins, Guy 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 GUY EXITED THE MEETING***

**MOTION TO APPROVE PLANNING COMMISSION RECOMMENDATION TO APPOINT MELVIN HICKS AS CHAIR PERSON OF PLANNING COMMISSION**

Motion was made by Council Member Watkins, seconded by Council Member Parker to approve Planning Commission recommendation to appoint Melvin Hicks as Chair Person of Planning Commission.

Ballet 12/9/08  
Planning Commission Chair Person  
Dennis Collier ✓

Melvin Hicks ✓✓✓

Moved by Mrs. Luddon  
Second by Mr. Gerald Myers.  
to recommend the  
top vote getter, Mr.  
Melvin Hicks to the  
City Council for the  
position of Chairperson of  
the City of Picayune  
Planning Commission. The  
Motion Carried.

The following roll call was made:

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



The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO SET A DATE FOR A PUBLIC HEARING FOR PROPERTY CLEANUP AT 1327 AUSBORN RD FOR JANUARY 20, 2009**

Motion was made by Council Member Bounds, seconded by Council Member Guy to set a date for a public hearing for property cleanup at 1327 Ausborn Rd for January 20, 2009.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO APPROVE REQUEST FOR CITY WATER FROM MARCIA MILLER AT 155 CYPRESS COVE**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to approve request for city water services from Marcia Miller at 155 Cypress Cove.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ESTABLISH POLICE MEMORIAL AND AUTHORIZE FUNDRAISERS TO COMPLETE MEMORIAL AS WELL AS PAY IT FORWARD RIDE TO THE NATIONAL POLICE MEMORIAL IN WASHINGTON D.C.**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to authorize a Police Memorial in front of the Police Department as well as authorize fundraisers for its completion and a Pay it Forward Ride to the National Police Memorial in Washington D.C. with the delivery of Pay it Forward Proclamations to the Law Enforcement Agencies that assisted Picayune in the aftermath of Hurricane

Katrina; Madison, P.D. MS, Brentwood P.D. TN, Virginia State Police, Prince William P.D. VA, and Jacksonville S.O. FL.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AUTHORIZE DONATION OF 1991 KME 1500 GPM FIRE TRUCK TO PEARL RIVER COUNTY FOR USE BY A VOLUNTEER FIRE DEPARTMENT**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to authorize donation of 1991 KME 1500 GPM Fire Truck to Pearl River County for use by a volunteer Fire Department (VIN # 1K9AF4282MN05861) and authorize Mayor to sign if signature is required.



**Picayune Fire Department**

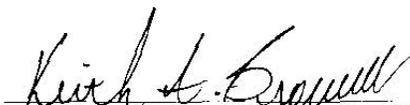


2233 Adcox Road  
Picayune, Mississippi 39466

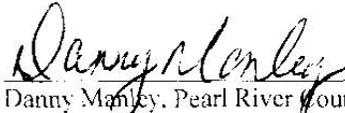
Keith Brown  
Fire Chief

Office: (601) 798-6513  
Office: (601) 798-7862  
Fax: (601) 749-7006

This shall serve as an agreement between Keith Brown, City of Picayune Fire Chief, and Danny Manley, Pearl River County Fire Coordinator, in regards to transfer of ownership of one (1) 1991 KME fire truck, VIN #1K9AF4282MN05861 from the City of Picayune to Pearl River County. This transfer was approved by Mayor Greg Mitchell and City of Picayune Council Members at the December 16, 2008 council meeting as requested by *AETNA Hose, Hook & Ladder Company*.

  
\_\_\_\_\_  
Keith Brown, City of Picayune Fire Chief

1-26-09  
Date

  
\_\_\_\_\_  
Danny Manley, Pearl River County Fire Coordinator

1-26-09  
Date

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO AUTHORIZE ACCEPTANCE OF FM GLOBAL FIRE PREVENTION GRANT**

Motion was made by Council Member Parker, seconded by Council Member Watkins to authorize acceptance of FM Global Fire Prevention Grant in the amount of \$1628 for the purpose of purchasing pre-fire planning software and digital camera.

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT PROPERTY FROM FIRST REAL ESTATE, INC AS CONVEYED IN RIGHT OF WAY/EASEMENT DEED DATED SEPTEMBER 24, 2008 BEING RIGHT OF WAY ADJACENT TO PROPERTY OWNED BY CITY OF PICAYUNE FOR NEW FIRE STATION**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to accept property from First Real Estate, Inc as conveyed in right of way/easement deed dated September 24, 2008 being right of way adjacent to property owned by City of Picayune for new fire station.

Prepared by and return to:  
**NATHAN S. FARMER, P.A.**  
Attorney-At-Law  
Post Office Box 1608  
120 Goodyear Boulevard  
Picayune, MS 39466  
Phone: 601-749-8745  
Fax: 601-749-7045



Chancery Clerk's Office  
Pearl River County, Mississippi  
I hereby certify that the instrument  
has been duly recorded.  
RECORDED: 9/2008 10:47:00 AM  
BOOK 9578 Page 422 Filed 9/2008  
Instrument 2008-078 Page 1 of 3

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

Index Instructions: SE1/4 of SE1/4 of S14, T6S, R17W,  
PRCo., MS.

**RIGHT OF WAY/EASEMENT DEED**

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged and confessed, We, **FIRST REAL ESTATE, INC., A Mississippi Corporation**, have, and do by these presents hereby grant, bargain, sell, convey and warrant unto, **THE CITY OF PICAYUNE MISSISSIPPI, A Mississippi Municipality**, the following right of way and/or easements on, over and across the following described real property, situated in Pearl River County, Mississippi, to-wit:

A description for a 0.16 acre, more or less, tract of land being an eleven feet wide, more or less, as a drainage easement located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi.

Commencing at the Southeast corner of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence run North for a distance of 225 feet; thence run West for a distance of 386 feet, more or less, to the West Right-of-Way of Interstate No. 59 and a concrete Right-of-Way marker; thence run along the said West Right-of-Way N31°04'48"E for a distance of 301.33 feet to a concrete Right-of-Way marker; thence continue along the said West Right-of-Way N45°20'02"E for a distance of 331.65 feet to an iron pin and the Southeast corner of a parcel of land described in Deed Book 920, Page 159 recorded in the Chancery Clerk's Office, Pearl River County, MS, said point being the POINT OF BEGINNING. From said POINT OF BEGINNING run along the East property line of said parcel N00°39'05"E for a distance of 604.28 feet to a 2" metal pipe and the Northeast corner of said parcel; thence run N89°15'58"W along the North property line of said parcel for a distance of 49.95 feet to an iron pin; thence run S00°41'38"W for a distance of 11.00 feet; thence run S89°15'58"E for a distance of 38.96 feet; thence run S00°39'05"W for a distance of 604.42 feet, more or less to the West Right-of-Way of Interstate No. 59, said line being an 11.00 feet offset to the West of the East boundary of said parcel; thence run along the said Right-of-Way N45°20'02"E for a distance of 15.64 feet back to the POINT OF BEGINNING.

This conveyance is subject to a reservation by the Grantor unto itself and Its Successors in interest of the right to use the above-described easement for drainage purposes.

SUBJECT TO reservation(s) of all oil, gas and other minerals in, on or under the above described property, together with the rights of ingress and/or egress for the purpose(s) of exploring for, mining, removing and marketing all of such said products from said land.

SUBJECT TO any and all public roads, rights-of-way and/or easements located on, over and across the above-described property, or shown by the Land Records on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.

SUBJECT TO any and all rights-of-way and/or easements for public utilities in, on or under the above-described property.

SUBJECT TO any and all valid existing oil, gas and mineral lease(s) of record.

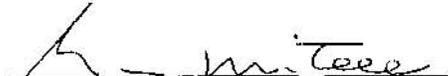
SUBJECT TO any and all land use regulations imposed by any Federal, State and/or Local governmental entities.

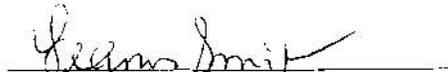
Witness, my signature, on this the 27<sup>th</sup> day of September, A.D., 2008.

  
CARLE COOPER, President of  
FIRST REAL ESTATE, INC.

AGREED TO AND ACCEPTED, upon this, the 27<sup>th</sup> day of September, A.D., 2008.

The CITY OF PICAYUNE  
A Mississippi Municipality

  
GREG MITCHELL  
Mayor of The City of Picayune

  
LEANN SMITH, Deputy Clerk  
The City of Picayune

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **Carle Cooper**, who acknowledged to me that he is the President of **FIRST REAL ESTATE, INC.**, A Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the foregoing Right of Way/Easement Deed on the day, in the year, and for the purposes therein contained after first having been duly authorized by said corporation to do so.

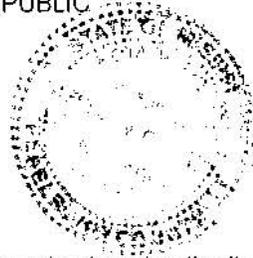
GIVEN under my hand and official seal of office, upon this, the 24<sup>th</sup> day of September, A.D., 2008.

Jessie V. Clarke  
NOTARY PUBLIC

My commission expires:

July 15, 2011

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )



PERSONALLY came and appeared before me, the undersigned authority, in and for the said county and state on this 24<sup>th</sup> day of September, 2008, within my jurisdiction, the within named, **GREG MITCHELL, and LEANN SMITH** who acknowledged to me that they are the Mayor and Deputy Clerk, respectively of **The City of Picayune, A Mississippi Municipal Corporation**, and that for and on behalf of said corporation, and as its act and deed, they signed, and the foregoing Right of Way/Easement Deed on the day, in the year, and for the purposes therein contained after first having been duly authorized by said corporation to do so.

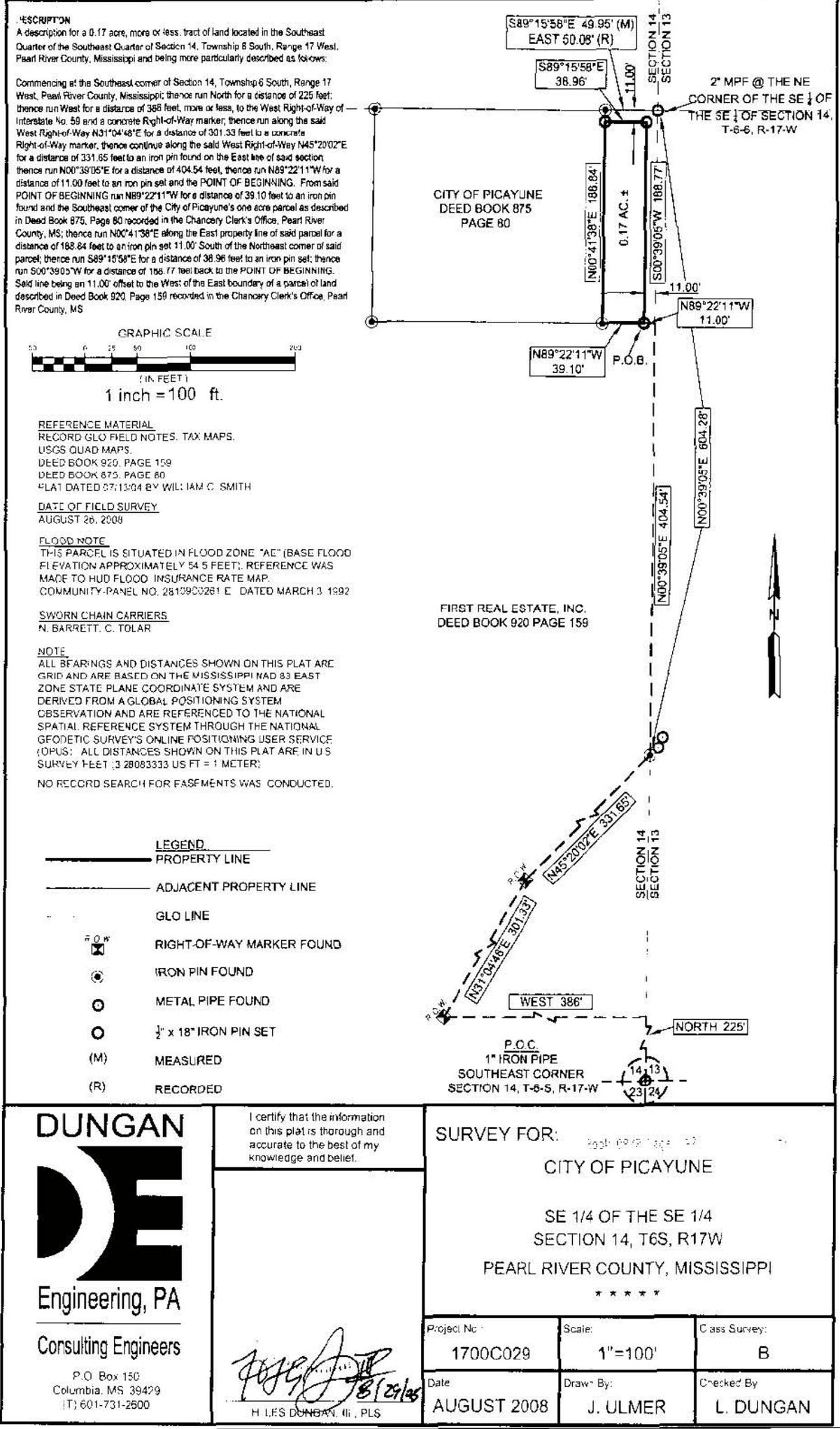
Dennis Mitchell  
Notary Public

My Commission Expires:  
\_\_\_\_\_

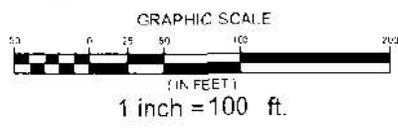
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Apr 12, 2009  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**Grantor:**  
First Real Estate, Inc.  
1111 Memorial Blvd.  
Picayune, MS 39466  
(601) 798-5542

**Grantee:**  
CITY OF PICAYUNE  
203 Goodyear Blvd.  
Picayune MS 39466  
(601) 798-9770



**DESCRIPTION**  
 A description for a 0.17 acre, more or less, tract of land located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi and being more particularly described as follows:  
 Commencing at the Southeast corner of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence run North for a distance of 225 feet; thence run West for a distance of 386 feet, more or less, to the West Right-of-Way of Interstate No. 59 and a concrete Right-of-Way marker; thence run along the said West Right-of-Way N31°04'48"E for a distance of 301.33 feet to a concrete Right-of-Way marker; thence continue along the said West Right-of-Way N45°20'02"E for a distance of 331.65 feet to an iron pin found on the East line of said section; thence run N00°38'05"E for a distance of 404.54 feet, thence run N89°22'11"W for a distance of 11.00 feet to an iron pin set and the POINT OF BEGINNING. From said POINT OF BEGINNING run N89°22'11"W for a distance of 39.10 feet to an iron pin found and the Southeast corner of the City of Picayune's one acre parcel as described in Deed Book 875, Page 80 recorded in the Chancery Clerk's Office, Pearl River County, MS; thence run N00°41'38"E along the East property line of said parcel for a distance of 188.84 feet to an iron pin set 11.00' South of the Northeast corner of said parcel; thence run S89°15'58"E for a distance of 38.96 feet to an iron pin set; thence run S00°39'05"W for a distance of 188.77 feet back to the POINT OF BEGINNING. Said line being an 11.00' offset to the West of the East boundary of a parcel of land described in Deed Book 920, Page 159 recorded in the Chancery Clerk's Office, Pearl River County, MS



**REFERENCE MATERIAL**  
 RECORD GLO FIELD NOTES, TAX MAPS,  
 USGS QUAD MAPS,  
 DEED BOOK 920, PAGE 159  
 DEED BOOK 875, PAGE 80  
 PLAT DATED 07/13/04 BY WILLIAM C. SMITH

**DATE OF FIELD SURVEY**  
 AUGUST 26, 2008

**FLOOD NOTE**  
 THIS PARCEL IS SITUATED IN FLOOD ZONE "AE" (BASE FLOOD ELEVATION APPROXIMATELY 54.5 FEET); REFERENCE WAS MADE TO HUD FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NO. 28139C0281 E DATED MARCH 3, 1992

**SWORN CHAIN CARRIERS**  
 N. BARRETT, C. TOLAR

**NOTE**  
 ALL BEARINGS AND DISTANCES SHOWN ON THIS PLAT ARE GRID AND ARE BASED ON THE MISSISSIPPI NAD 83 EAST ZONE STATE PLANE COORDINATE SYSTEM AND ARE DERIVED FROM A GLOBAL POSITIONING SYSTEM OBSERVATION AND ARE REFERENCED TO THE NATIONAL SPATIAL REFERENCE SYSTEM THROUGH THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS). ALL DISTANCES SHOWN ON THIS PLAT ARE IN US SURVEY FEET (3 28083333 US FT = 1 METER);  
 NO RECORD SEARCH FOR EASEMENTS WAS CONDUCTED.

- LEGEND**
- PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - GLO LINE
  - ⊗ RIGHT-OF-WAY MARKER FOUND
  - ⊙ IRON PIN FOUND
  - METAL PIPE FOUND
  - 1/2" x 18" IRON PIN SET
  - (M) MEASURED
  - (R) RECORDED

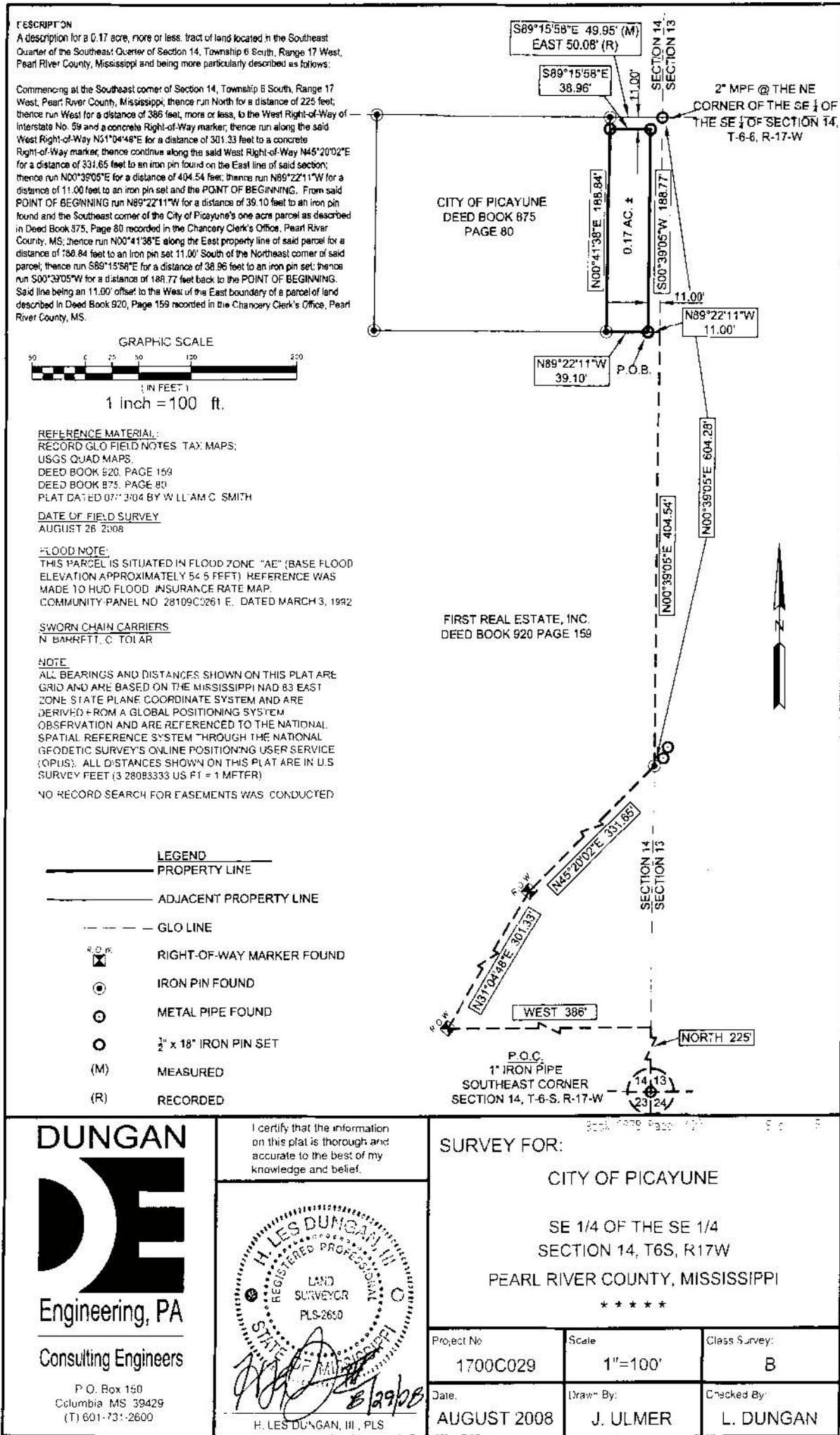
SURVEY FOR: CITY OF PICAYUNE SE 1/4 OF THE SE 1/4 SECTION 14, T6S, R17W PEARL RIVER COUNTY, MISSISSIPPI *****		
Project No:	Scale:	Class Survey:
1700C029	1"=100'	B
Date:	Drawn By:	Checked By:
AUGUST 2008	J. ULMER	L. DUNGAN

**DUNGAN**  
**DE**  
 Engineering, PA  
 Consulting Engineers

P.O. Box 150  
 Columbia, MS 39429  
 (1) 601-731-2600

I certify that the information on this plat is thorough and accurate to the best of my knowledge and belief.

*[Signature]*  
 8/27/08  
 H. LES DUNGAN, III, PLS



The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**MOTION TO ACCEPT PROPERTY FROM FIRST REAL ESTATE, INC AS  
CONVEYED IN WARRANTY DEED DATED SEPTEMBER 24, 2008 BEING ROAD  
LEADING INTO NEW FIRE STATION.**

Motion was made by Council Member Bounds, seconded by Council Member Watkins to accept property from First Real Estate, Inc as conveyed in warranty deed dated September 24, 2008 being road leading into new fire station.

Prepared by and return to:  
**NATHAN S. FARMER, P.A.**  
Attorney-At-Law  
Post Office Box 1608  
120 Goodyear Boulevard  
Picayune, MS 39466  
Phone: 601-749-8745  
Fax: 601-749-7045



Chancery Clerk's Office  
Pearl River County, Mississippi  
I received the instrument  
and filed and recorded  
AT 07:08 PM 12/15/08  
Book 0978 Page 400 Trac. 432  
Instrument 20085527 Page 1 of 1  
Address: 400 West 2nd St.

STATE OF MISSISSIPPI        )  
  )  
COUNTY OF PEARL RIVER    )

Index Instructions: SE 1/4 of SE 1/4 of S14, T6S, R17W,  
PRCo., MS.

**WARRANTY DEED**

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged and confessed, We, **FIRST REAL ESTATE, INC., A Mississippi Corporation**, have, and do by these presents hereby grant, bargain, sell, convey and warrant unto, **THE CITY OF PICAYUNE MISSISSIPPI, A Mississippi Municipality**, the following described real property, together with any and all improvements and appurtenances thereto belonging, situated in Pearl River County, Mississippi, to-wit:

Tract No. 1:

Commence at a found 1" pipe located at the SE corner of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi and run North 265.50'; thence run West 419.93' to the Point of Beginning; thence run N30°25'08"E 191.81 feet; thence run N 30°18'03" E 98.26 feet to a set iron rod; thence run N 44°48'11" East 245.72 feet to a set iron rod; thence run N 00°00'01" West 434.96 feet to a set iron rod and the Point of Beginning; thence run West 170.00 feet to a set iron rod; thence run north 200.00 feet to a set meg nail located in the center of Lofton Street; thence run East 220.00'; thence run South 200.00 feet to a set iron rod; thence run West 50.00 feet to the Point of Beginning, said parcel is located in the SE 1/4 of the SE 1/4 of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi, and contains 1.01 acres, more or less.

Tract No. 2

A description for a 0.17 acre, more or less, tract of land located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence run North for a distance of 225 feet; thence run West for a distance of 386 feet, more or less, to the West Right-of-Way of Interstate No. 59 and a concrete Right-of-Way marker; thence run along the said West Right-of-Way N31°04'48"E for a distance of 301.33 feet to a concrete Right-of-Way

marker; thence continue along the said West Right-of-Way N45°20'02"E for a distance of 331.65 feet to an iron pin found on the East line of said section; thence run N00°39'05"E for a distance of 404.54 feet; thence run N89°22'11"W for a distance of 11.00 feet to an iron pin set and the POINT OF BEGINNING. From said POINT OF BEGINNING run N89°22'11"W for a distance of 39.10 feet to an iron pin found and the Southeast corner of the City of Picayune's one acre parcel as described in Deed Book 875, Page 80 recorded in the Chancery Clerk's Office, Pearl River County, MS; thence run N00°41'38"E along the East property line of said parcel for a distance of 188.84 feet to an iron pin set 11.00' South of the Northeast corner of said parcel; thence run S89°15'58"E for a distance of 38.96 feet to an iron pin set; thence run S00°39'05"W for a distance of 188.77 feet back to the POINT OF BEGINNING. Said line being an 11.00 feet offset to the West of the East boundary of a parcel of land described in Deed Book 920, Page 159 recorded in the Chancery Clerk's Office, Pearl River County, MS.

Tract No. 3:

A description for a 1.47 acre, more or less, tract of land being a corridor extending from the MS Highway No. 43 Right-of-Way to the boundary line of a 1 acre tract of land described in Deed Book 875, Page 80 recorded in the Chancery Clerk's Office, Pearl River County, MS and also being located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi.

Commencing at the Southeast corner of Section 14, Township 6 South, Range 17 West, Pearl River County, Mississippi; thence run North for a distance of 225 feet; thence run West for a distance of 386 feet, more or less, to the West Right-of-Way of Interstate No. 59 and a concrete Right-of-Way Marker, said point being the Point of Beginning. From said Point of Beginning, run S82°18'34"W for a distance of 187.27 feet to the P.C. of a curve; from said P.C. run along a curve to the left to the North Right-of-Way of Mississippi Highway 43 (also known as Memorial Blvd.), said curve having a radius of 50.00 feet, an arc length of 63.62 feet, more or less, a Delta of 72°54'11", a tangent of 36.93 feet, a chord bearing of S45°51'28"W, and a chord distance of 59.41 feet; thence run N88°40'05"W along the North Right-of-Way of Mississippi Highway 43 for a distance of 50.00 feet to the P.C. of a curve to the right; thence leaving Mississippi Highway 43 Right-of-Way, run along said curve to the right having a radius of 100 feet, an arch length of 126.83 feet, a Delta of 72°40'06", a tangent of 73.55 feet, a chord bearing of N41°48'38"E, and a chord distance of 118.50 feet; thence run N83°51'24"E for a distance of 51.42 feet, more or less, to the Southwest corner of Shoney's property as described in Deed Book 567, Page 247 recorded in the Chancery Clerk's Office, Pearl River County, MS; thence continue N83°51'24"E along the South boundary of Shoney's property for a distance of 115.00 feet, more or less, to the Southeast corner of Shoney's property; thence run N31°07'03"E along the Southeast property line of Shoney's property for a distance of 191.82 feet, more or less, to the East corner of Shoney's property; thence run N30°59'58"E for a distance of 98.17 feet; thence run N45°20'02"E for a distance of 229.80 feet; thence run along a curve to the left having a radius of 175.00 feet, an arch length of 136.47 feet, a Delta of 44°40'57", a tangent of 71.92 feet, a chord bearing of N22°59'33"E, and a chord distance of 133.04 feet; thence run N00°39'05"E for a distance of 323.17 feet to the South boundary line of the City of Picayune's one acre parcel as described in Deed Book 875, Page 80 recorded in the Chancery Clerk's Office, Pearl River County, MS; thence run S89°22'11"E for a distance of 50.00 feet; thence run S00°39'05"W for a distance of 415.65 feet, more or less, to the West Right-of-Way of Interstate No. 59; thence run S45°20'02"W along the said West Right-of-Way for a

distance of 316.00 feet to a concrete Right-of-Way Marker; thence continue to run along the said West Right-of-Way S31°04'48"W for a distance of 301.33 feet back to the Point of Beginning.

The Grantor does hereby reserve unto itself and/or its successors in interest a perpetual nonexclusive easement for vehicular travel on, over, and across the South twenty-five (25) feet of Tract No. 1 and Tract No. 2, described above.

SUBJECT TO reservation(s) of all oil, gas and other minerals in, on or under the above described property, together with the rights of ingress and/or egress for the purpose(s) of exploring for, mining, removing and marketing all of such said products from said land.

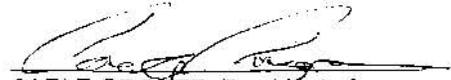
SUBJECT TO any and all public roads, rights-of-way and/or easements located on, over and across the above-described property, or shown by the Land Records on file in the Office of the Chancery Clerk of Pearl River County, Mississippi.

SUBJECT TO any and all rights-of-way and/or easements for public utilities in, on or under the above-described property.

SUBJECT TO any and all valid existing oil, gas and mineral lease(s) of record.

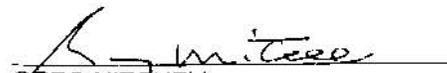
SUBJECT TO any and all land use regulations imposed by any Federal, State and/or Local governmental entities.

Witness, my signature, on this the 24<sup>th</sup> day of September, A.D., 2008.

  
CARLE COOPER, President of  
FIRST REAL ESTATE, INC.

AGREED TO AND ACCEPTED, upon this, the 24<sup>th</sup> day of September  
A.D., 2008.

The CITY OF PICAYUNE  
A Mississippi Municipality

  
GREG MITCHELL  
Mayor of The City of Picayune

  
LEANN SMITH, Deputy Clerk  
The City of Picayune

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )

Personally came and appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named **Carle Cooper**, who acknowledged to me that he is the President of **FIRST REAL ESTATE, INC.**, A Mississippi Corporation, and that for and on behalf of said corporation, and as its act and deed, he signed, executed and delivered the foregoing Right of Way/Easement Deed on the day, in the year, and for the purposes therein contained after first having been duly authorized by said corporation to do so.

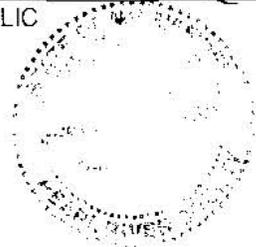
GIVEN under my hand and official seal of office, upon this, the 24th day of September, A.D., 2008.

Jessie V. Clarke  
NOTARY PUBLIC

My commission expires:

July 15, 2011

STATE OF MISSISSIPPI )  
 )  
COUNTY OF PEARL RIVER )



PERSONALLY came and appeared before me, the undersigned authority, in and for the said county and state on this 24th day of September, 2008, within my jurisdiction, the within named, **GREG MITCHELL, and LEANN SMITH** who acknowledged to me that they are the Mayor and Deputy Clerk, respectively, of **The City of Picayune, A Mississippi Municipal Corporation**, and that for and on behalf of said corporation, and as its act and deed, they signed, and the foregoing Right of Way/Easement Deed on the day, in the year, and for the purposes therein contained after first having been duly authorized by said corporation to do so.

Greg Mitchell  
Notary Public

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Apr 12, 2009  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS

**Grantor:**  
First Real Estate, Inc.  
1111 Memorial Blvd.  
Picayune, MS 39466  
(601) 798-5542

**Grantee:**  
CITY OF PICAYUNE  
203 Goodyear Blvd.  
Picayune MS 39466  
(601) 798-9770



**ABSENT AND NOT VOTING:** Council Member 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 Parker, 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, Guy 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 Parker, seconded by Council Member Watkins to return to regular session.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members Parker, Watkins, Guy 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 Parker, seconded by Council Member Watkins to enter executive session to discuss the following:

- A. Contractual matter with Intermodal Center
- B. Contractual matter Berrywood Estates
- C. Contractual matter with Utility Authority
- D. Contract matter with PRC Interlocal agreement concerning Amelia St.
- E. Possible Insurance litigation
- F. Personnel Matter

The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** Council Member Turnage

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**NO ACTION TAKEN DURING EXECUTIVE SESSION-DISCUSSION ONLY**

**MOTION TO ADJOURNMENT AND CLOSE OF DECEMBER SESSION**

Motion was made by Council Member Bounds seconded by Council Member Watkins to adjourn and close the December session.

The following roll call was made:

**VOTING YEA:** Mayor Mitchell, Council Members, Watkins, Guy, Parker 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