

**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, April 5, 2011, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Larry Watkins, Lynn Bumpers, Todd Lane and Larry Breland, City Manager Jim Luke and Chief Deputy City Clerk Amber Hinton. Council Member Wayne Gouguet was absent.

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

Opening prayer was given by Council Member Larry Watkins, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the Minutes for the City of Picayune dated March 15, 2011.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

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 Lane to approve the docket for April 1, 2011 in the amount of \$1,175,351.75.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE AUDIT REPORT FOR FY2010

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept the audit report for the FY2010 presented by Chellie Eavenson with Keene, Bourne, Sanderson, Haigler & Eavenson, CPA.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE COAST ELECTRIC TO USE CITY OWNED PROPERTY FOR PARKING DURING EMERGENCY SITUATIONS

Motion was made by Council Member Breland, seconded by Council Member Breland to approve request from Coast Electric for the use of the field owned by the City west of Farmers Fresh Produce and North of Martin Luther King Blvd. and also all open areas of Industrial Park during emergency situations for the use of parking trucks and storing materials.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE CITY CLERK TO ADVERTISE FOR SALE AND ACCEPT BIDS ON PARCELS OWNED BY THE CITY

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize the City Clerk to advertise for sale and accept bids on the following parcels owned by the city; Ausborn Road-6175210010101400, Clark Street-6175150020302800, North Jackson-6176140010601600, Carter Street-6171110010306400 and Virginia Avenue-6176140040304200 upon completion of Title by City Attorney.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RESCIND ANNEXATION ORDINANCE NO. 885

Motion was made by Council Member Watkins, seconded by Council Member Lane to rescind Annexation Ordinance No. 885 adopted at the meeting of March 15, 2011; and, direct the City Manager to prepare and present new Annexation Ordinance for review, comment and approval at an upcoming meeting.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT GRANT AWARD FROM THE HOME DEPOT FOUNDATION ON BEHALF OF PENNIES FOR YOUR PARK II

Motion was made by Council Member Breland, seconded by Council Member Watkins to accept grant award in the amount of \$10,000 for the Home Depot Foundation on behalf of Pennies For Your Park II.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR AND LPA COORDINATOR TO EXECUTE FORMS TO MDOT FOR COOPER ROAD AND BEECH STREET OVERLAY PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Lane to authorize the Mayor and the LPA Coordinator to execute the ENV160 and the LPA-001 forms from MDOT for the LPA Project-STP-0400-00(24)-City of Picayune Cooper Road and Beech Street Overlay Project and to continue to execute forms for the aforementioned project as it progresses.

LOCAL PUBLIC AGENCY PROJECTS

MDOT Form LPA-001

1. Project Number: STP-0400-00 (024) LP 106004-701000 If Earmarked Funds: Exempt Non-Exempt
(To be completed by MDOT)

2. Date: 3/16/2011 3. County: Pearl River County

4. Applicant: City of Picayune
(Local Public Agency)

5. Project Director: Chad Frierson 6. Phone: 601-798-9770
(Technical/Administrative)

7. Address: 815 North Beech Street, Picayune, Mississippi, 39466

8. Project Location: Beech Street and Cooper Road

9. Project Description:
Maintenance overly from Jackson Landing Road to Goodyear Blvd and Maintenance Overly Lay from Highway 43 North to Timberwood Lane

10. Has the Project been selected by the MDOT for the Transportation Enhancement Program?

11. Special Match Credit Program or Special Project Category (Select only one (a or b) or neither):

a. The project is a Transportation Enhancement Program project and participation in MDOT Special Match Credit Program is requested. MDOT Procedure must have been followed by the LPA for any Consultant Selection. PE and Design, ROW and Other Costs paid by the LPA are eligible for consideration as special match credit. For any project other than Transportation Enhancement Program projects no special match credit is allowed.

b. Project is not eligible for MDOT Special Match Credit Program but is one of the Special Project Categories allowing up to 100% Federal funds with no local match, e.g. intersection signal projects, some safety projects, etc.

12. Estimated Project Cost and Project Funding:

ESTIMATED PROJECT COST	TOTAL	CONSTRUCTION PROJECT FUNDING ¹		
PE and Design Costs to be paid by LPA	10,000.00	Available LPA Federal Aid Funds: 277,534.00		
Right-of-Way (ROW) Costs to be paid by LPA	0.00	WITHOUT SPECIAL MATCH CREDIT		
Other Costs to be paid by LPA	0.00	Federal Share	277,534.00	80%
Sub-total PE & ROW to be paid by LPA	10,000.00	Local Share	69,386.50	20%
Construction Costs	301,670.00	Total	346,920.50	100%
Construction Engineering (5% Const. Cost)	15,083.50	¹ - Actual funding and special match credit will be determined by the MDOT Contract Administration Division before the construction advertisement based upon the eligibility of project work for federal aid participation and the available LPA allocation of federal aid funds.		
Testing (5% Const. Cost)	15,083.50			
Contingency (5% Const Cost)	15,083.50			
Sub-total Construction Cost	346,920.50			
TOTAL PROJECT COST	356,920.50			

13. SUBMITTED BY

Applicant: Chad Frierson
(Signature)

Title: Director of Public Works
(Mayor, Pres. Board Supervisors, Agency Head)

Printed/Typed Name: Chad Frierson

14. Funds Checked By:
MDOT District LPA Rep. _____
(Signature)

Date: _____

REGULAR MEETING APRIL 5, 2011

ENV-160-LPA
Rev. 8/2009

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ENVIRONMENTAL DIVISION
ENVIRONMENTAL CLASS OF ACTION DETERMINATION (LPA)

DISTRICT NO: <u>6</u>		F.A. NO: <u>7153 and 8494</u>		7. SUBMITTED BY:	
PROJECT NO: <u>STP-0400-00(024)</u>		HIGHWAY NO: <u>NA</u>		<input type="checkbox"/> MAYOR <input type="checkbox"/> CONSULTING ENGINEER	
SECTION NO: <u>NA</u>		COUNTY: <u>Pearl River</u>		<input checked="" type="checkbox"/> CITY OR COUNTY ENGINEER	
1. PROJECT TERMINI: Approximately Jackson Landing Road and Goodyear Blvd for Route 7153 (Beech Street) Approximately Hwy 43 North and Timberwood Lane for Route 8494 (Cooper Road)				SUBMITTED AND APPROVED BY: DATE	
(A.) EXISTING CONDITIONS: Asphalt Pavement				<i>Chad Finero</i> 3-21-2011	
(B.) PROPOSED IMPROVEMENTS: Maintenance Overlay				DISTRICT ENGINEER DATE	
(C.) PRELIMINARY PURPOSE & NEED: 1R				PLANNING ENGINEER DATE	
(C.) NEW ROW REQUIRED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				ENVIRONMENTAL ENGINEER / ADMINISTRATOR DATE	
2. ENVIRONMENTAL CONSEQUENCES EVALUATION (CHECK ONE)				8. FHWA CONCURRENCE: FHWA DIVISION ADMINISTRATOR DATE	
	SIGN.	MIN.	NONE	COMMENTS IDENTIFYING ISSUES WHICH MAKE IMPACT SIGNIFICANT OR MINIMAL	
A. LAND USE IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
B. FARMLAND IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	maintenance overlay and no additional ROW is needed	
C. SOCIAL IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
D. RELOCATION IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
E. ECONOMIC IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
F. JOINT DEVELOPMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
G. CONSIDERATIONS RELATING TO PEDESTRIANS & BICYCLISTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
H. AIR QUALITY IMPACTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
I. NOISE IMPACTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
J. WATER QUALITY IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
K. PERMITS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
L. WETLAND/STREAM IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
M. WATER BODY MODIFICATION & WILDLIFE IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
N. FLOODPLAIN IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
O. WILD & SCENIC RIVERS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
P. COASTAL BARRIERS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Q. COASTAL ZONE IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
R. THREATENED OR ENDANGERED SPECIES	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
S. HISTORIC & ARCHAEOLOGICAL PRESERVATION / 4(f) LANDS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
T. HAZARDOUS WASTE SITES	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
U. VISUAL IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
V. ENERGY	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
W. CONSTRUCTION IMPACTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
X. ENVIRONMENTAL JUSTICE IMPACTS	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
3. PUBLIC INVOLVEMENT RECOMMENDATIONS: NA					
4. ACTIONS REQUIRED:					
CATEGORICAL EXCLUSION <input checked="" type="checkbox"/>		106 CONSULTATION <input type="checkbox"/>		ENDANGERED SPECIES ASSESSMENT <input type="checkbox"/>	
EA/FONSI <input type="checkbox"/>		EIS <input type="checkbox"/>		NOISE STUDY <input type="checkbox"/>	
CLASS DETERMINATION:		SHPO LETTER <input type="checkbox"/>		4(f) STATEMENT <input type="checkbox"/>	
5. WETLANDS/STREAMS FINDING (CEX ONLY): NA					
6. OTHER REMARKS:					

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT BID TABULATION FROM HARTMAN ENGINEERING, INC FOR THE SEWER REHABILITATION IN PUMP STATION SERVICE AREAS

Motion was made by Council Member Lane, seconded by Council Member Watkins to accept the Lowest and Best Bid for the Sewer Rehabilitation in Pump Station Service Areas 7, 16 & 22 on the EPA Region 4 Project No. XP-974 74401-3 from Insituform Technologies, Inc. in the amount of \$1,119,012.45 and to authorize the Mayor to Execute the Contract with Insituform Technologies, Inc contingent upon EPA and MDEQ approval.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT THE BID TABULATION FOR THE SALE OF THE LOT ON THE CORNER OF MITCHELL AND SOUTH HAUGH

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept the Bid Tabulation for the Sale of the Lot at the Corner of Mitchell and South Haugh (location of the old fire station) and to Accept the High Bid from Dennis Collier in the amount of \$18,101.00 and authorize the Mayor to execute a warranty deed for the property.

CITY OF PICAYUNE

BID TABULATION FORM

DATE: _____

BID OPENING MARCH 23, 2010

SALE OF LOT: CORNER OF MITCHELL AND HAUGH STREET (LOCATION OF OLD FIRESTATION)

ATTENDING STAFF:

- 1. PRISCILLA DANIEL
- 2. AMBER HINTON
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

	BIDDER	TOTAL BID	BID BOND	AFFIDAVIT	ADDENDA
1.	JOHN ARMBRUSTER	\$10,363.00	N/A	N/A	N/A
2.	REGGIE HANBERRY	\$12,501.00	N/A	N/A	N/A
3.	DENNIS COLLIER	\$18,101.00	N/A	N/A	N/A
4.					
5.					
6.					
7.					
8.					
9.					
10.					

STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

SPECIAL WARRANTY DEED

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged and confessed, CITY OF PICAYUNE, MISSISSIPPI, A Municipal Corporation, does hereby, sell, convey, and specially warrant unto DENNIS COLLIER CONSTRUCTION, LLC, A Mississippi Limited Liability Company, the following described real property, lying and being situated in Pearl River County, Mississippi, to-wit:

BEGINNING at the Southwest corner of Lot 7, in Block 7 of E. F. Tate's First Addition to the City of Picayune, Pearl River County, Mississippi, as per official plat of said Addition now on file in the Office of the Chancery Clerk of Pearl River County, Mississippi; thence run East 160 feet to the West line of South Haugh Avenue; thence run South 12 degrees 30 minutes West 57 feet and 8 inches to a Place of Beginning; thence run South 12 degrees 30 minutes West 114 feet and 4 inches; thence run North 77 degrees 30 minutes West 155 feet; thence run North 12 degrees 30 minutes East 92 feet and 8 inches; thence run South approximately 80 degrees 45 minutes East 158 feet and 4 inches to the Place of Beginning, and being a part of the NW ¼ of SW ¼ of Section 14, Township 6 South, Range 17 West, and being the same land described in a deed from Whitney Jean Norman and wife, Edith Mae Burge Norman to S. G. Thigpen, dated July 3, 1950, and recorded on Page 151 of Land Deed Record 86.

This conveyance is made subject to any and all prior reservations of the oil, gas and other minerals in, on and under the above described property, together with the rights of ingress and egress for the purpose of exploring for, mining, removing, and marketing all of such said products from said land, as reserved by the predecessors in title of the Grantors herein.

This conveyance is also made subject to any and all public road rights of ways and/or easements, located on, over and across the above described property, or shown by the Land

Deed Records on file in the office of the Chancery Clerk of Pearl River County, Mississippi. All rights of reversion to all such rights of ways and/or easements, if any, are hereby conveyed to the Grantees herein named.

This conveyance is further made subject to any and all rights of ways and/or easements, for public utilities, in, on and under the above described property.

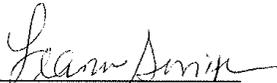
This conveyance is also made subject to, and there is excepted from the warranty hereof, the 2011 ad valorem taxes, which taxes the Grantees herein assume and agree to pay when due.

WITNESS my signature on this, the 5th day of April, A. D., 2011.

CITY OF PICAYUNE, MISSISSIPPI,
A Municipal Corporation


BY: EDWARD PINERO, JR.
Mayor

Attested by:


LEANN SMITH,
Deputy City Clerk

Agreed and accepted on this the 5th day of April, A. D., 2011.

DENNIS COLLIER CONSTRUCTION, LLC,
A Mississippi Limited Liability Company


BY: DENNIS COLLIER,
Managing Member



STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named EDWARD PINERO, JR., who acknowledged that he is Mayor, of the City of Picayune, Mississippi, A Municipal Corporation and that for and on behalf of the said Corporation, and as its act and deed he signed, delivered and executed the above and foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized by said Corporation so to do.

Given under my Hand and Seal of Office on this the 5th day of April, A. D. 2011.

Diane L. Miller
NOTARY PUBLIC

My Commission Expires:

5-12-2013



STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named LEANN SMITH, who acknowledged that she is Deputy City Clerk, of the City of Picayune, Mississippi, A Municipal Corporation and that for and on behalf of the said Corporation, and as its act and deed she signed, delivered and executed the above and foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized by said Corporation so to do.

Given under my Hand and Seal of Office on this the 5th day of April, A. D. 2011.

Diane L. Miller
NOTARY PUBLIC

My Commission Expires:

5-12-2013



STATE OF MISSISSIPPI

COUNTY OF PEARL RIVER

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction, the within named **DENNIS COLLIER**, who acknowledged that he is **Managing Member, of Dennis Collier Construction, LLC, A Mississippi Limited Liability Company** and that for and on behalf of the said LLC, and as its act and deed he signed, delivered and executed the above and foregoing instrument of writing on the day and year therein mentioned, after first having been duly authorized by said LLC so to do.

Given under my Hand and Seal of Office on this the _____ day of April, A. D. 2011.

NOTARY PUBLIC

My Commission Expires:

Please index part of the NW ¼ of the SW ¼, Section 14, township 6 South, Range 17 West, Pearl River County, Mississippi.

GRANTOR: CITY OF PICAYUNE
815 N. BEACH STREET
PICAYUNE, MS 39466
601-798-9770

GRANTEE: DENNIS COLLIER CONSTRUCTION, LLC
198 NORTHWOOD DRIVE
CARRIERE, MS 39426
601-347-1322

**Prepared by and
Return To:** Billy W. Walley
P.O. BOX 639
PICAYUNE, MS 39466
601-749-5000

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST TO PAY DUNGAN ENGINEERING, P.A. INVOICE #1 FOR
PROFESSIONAL SERVICES PROVIDED FOR THE 6" HIGH PRESSURE GAS LINE
RELOCATION PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Lane to approve request to pay Dungan Engineering, P.A. Invoice No. 1 in the amount of \$12,375.00 for Professional Services Provided from January 22, 2011 through February 18, 2011 for the 6" High Pressure Gas Line Relocation Project.



March 04, 2011
Project No: 1700C055
Invoice No: 1

City of Picayune
815 North Beech Street
Picayune, MS 39466

Gas Line Relocation Project

Professional Services for the Period: January 22, 2011 to February 18, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Construction Phase	49,500.00	25.00	12,375.00	0.00	12,375.00
Total Fee	49,500.00		12,375.00	0.00	12,375.00
	Total Fee				12,375.00
			Total Project Invoice Amount		\$12,375.00

405-678-720.09

BRW
3-15-11

Post Office Box 150, 1574 Highway 98 East, Columbia, MS 39429
Office 601-731-2600 Fax 601-736-2600

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO PAY DUNGAN ENGINEERING, P.A. INVOICE #1 FOR PROFESSIONAL SERVICES PROVIDED FOR THE ELEVATED WATER TANK IMPROVEMENTS PROJECT

Motion was made by Council Member Lane, seconded by Council Member Watkins to approve request to pay Dungan Engineering, P.A. Invoice No. 1 in the amount of \$19,400.00 for Professional Services Provided from January 22, 2011 through February 18, 2011 for the Elevated Water Tank Improvements Project.



Engineering, PA
Consulting Engineers

March 04, 2011
Project No: 1700C048
Invoice No: 1

City of Picayune
815 North Beech Street
Picayune, MS 39466

2010 Elevated Water Tank Improvements

Professional Services for the Period: January 22, 2011 to February 18, 2011

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Design Phase Engineering	19,400.00	100.00	19,400.00	0.00	19,400.00
Construction Phase Engineering	29,100.00	0.00	0.00	0.00	0.00
Total Fee	48,500.00		19,400.00	0.00	19,400.00
	Total Fee				19,400.00
			Total Project Invoice Amount		\$19,400.00

Ed Pinero
3-15-11

Post Office Box 150, 1574 Highway 98 East, Columbia, MS 39429
Office 601-731-2600 Fax 601-736-2600

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouquet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO PAY HRL CONTRACTING PAY REQUEST #2 FOR WORK COMPLETED ON THE MDEQ GAS LINE RELOCATION PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request to pay HRL Contracting Pay Request #2 in the amount of \$85,747.23. This amount reflects the total work completed through March 14, 2011 on the MDEQ Gas Line Relocation Project.

6" HIGH PRESSURE GAS LINE
OWNER: CITY OF PICAYUNE, MS
CONTRACTOR: HENSELY R. LEE CONTRACTING, INC.

ESTIMATE NO. 2
ESTIMATE PERIOD: JANUARY 15 THRU MARCH 15

ITEM NO.	DESCRIPTION	CONTRACT AMOUNT			ESTIMATE #2			PERCENT COMPLETE	
		QUANTITY	UNIT	TOTAL PRICE	QUANTITY PREV. PERIOD	QUANTITY THIS PERIOD	QUANTITY TO DATE		AMOUNT EARNED
1	MOBILIZATION AND DEMOBILIZATION	1	L.S.	22,687.00	50%	0.0%	50.0%	11,343.50	50.00%
2	AUDIO/VIDEO SURVEY	1	L.S.	3,025.00	60%	10.0%	70.0%	2,117.50	70.00%
3	FURNISH AND INSTALL 6" HDPE HIGH PRESSURE GAS LINE	10500	L.F.	27.83	1478	3809	5287	147,137.21	50.35%
4	FIELD ENGINEERING	1	L.S.	43,560.00	0	0.0%	0.0%	0.00	0.00%
5	LANDSCAPING	1	L.S.	24,200.00	0	0.0%	0.0%	0.00	0.00%
6	UTILITY EXPLORATION	1	L.S.	20,328.00	15%	35.35%	50.4%	10,235.15	50.35%
7	REMOVE AND REPLACE ASPHALT PAVEMENT	50	S.Y.	121.00	0	0.0%	0.0%	0.00	0.00%
8	REMOVE AND REPLACE CONCRETE CURBING	100	L.F.	30.25	0	0.0%	0.0%	0.00	0.00%
9	REMOVE AND REPLACE CONCRETE SIDEWALK	40	S.Y.	302.50	0	0.0%	0.0%	0.00	0.00%
10	TIE-IN TO EXISTING GAS LINES/REGULATOR STATIONS	1	L.S.	58,891.00	0	0.0%	0.0%	0.00	0.00%
11	TRAFFIC CONTROL	1	L.S.	17,424.00	15%	35.35%	50.4%	8,772.98	50.35%
								\$179,606.34	35.67%
								\$503,505.00	

MATERIAL ON HAND

ITEM	QNTY DELIVERED	QUANTITY INSTALLED PREVIOUSLY	QUANTITY INSTALLED THIS PERIOD	TOTAL	QUANTITY STORED	UNIT COST	TOTAL AMOUNT
6" GASLINE	10,500.00	1478	3809	5287	5,213.00	\$ 6.40	\$ 33,363.20



James R. Burch
March 16, 2011
Notary Expires 7-19-11

ENGINEER: *Jerome M. Moore*
DUNGAN ENGINEERING

CONTRACTOR: *Henry R. Lee*
HENSELY R. LEE CONTRACTING, INC.
DATE:

1 ORIGINAL CONTRACT	\$503,505.00
2 CHANGE ORDERS	\$0.00
3 REVISED CONTRACT	\$503,505.00
5 TOTAL MATERIAL STORED	\$ 33,363.20
7 TOTAL WORK COMPLETED	\$179,606.34
9 TOTAL WORK COMPLETED AND STORED	\$212,969.54
11 RETAINAGE	\$21,296.95
12 SUBTOTAL	\$191,672.59
14 PREVIOUS PAYMENTS	\$105,925.36
15 AMOUNT DUE	\$85,747.23

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouquet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO PAY HUEY STOCKSTILL, INC. PAY REQUEST #5 FOR WORK COMPLETED ON PAVING PROJECT

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve request to pay Huey Stockstill, Inc. Pay Request #5 in the amount of \$314,881.32. This amount reflects the Total Work Completed on the Paving Project through March 15, 2011 and the Fuel Adjustment to date.

Application and Certificate For Payment		Page 1	
<p>To Owner: CITY OF PICAYUNE 815 N BEECH ST PICAYUNE, MS 39466</p> <p>From (Contractor): HUEY STOCKSTILL INC P. O. BOX 758 130 HUEY STOCKSTILL ROAD PICAYUNE, MS 39466</p> <p>Phone: 601 798-2981</p>	<p>Project: 2010 CITY OVERLAY PROJECT PICAYUNE, MS</p> <p>Contractor Job Number: 10097</p> <p>Via (Architect):</p> <p>Contract For:</p>	<p>Application No: 5</p> <p>Period To: 03/15/11</p> <p>Architect's Project No:</p> <p>Contract Date:</p>	<p>Date: 03/15/2011</p>
Contractor's Application For Payment			
Change Order Summary	Additions	Deductions	
Change orders approved in previous months by owner			
Number	Date Approved		
Change orders approved this month			
Totals			
Net change by change orders			

<p>The undersigned Contractor certifies that, to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.</p>	<p>Original contract sum 6,358,885.45</p> <p>Net change by change orders 0.00</p> <p>Contract sum to date 6,358,885.45</p> <p>Total completed and stored to date 995,604.73</p> <p>Retainage</p> <p>5.0% of completed work 49,780.24</p> <p>0.0% of stored material 0.00</p> <p>Total retainage 49,780.24</p> <p>Total earned less retainage 945,824.49</p> <p>Less previous certificates of payment 630,943.17</p> <p>Current sales tax</p> <p>0.000% of taxable amount 0.00</p> <p>APPLY 3.5% TAX TO GROSS RECPTS 0.00</p> <p>Current payment due 314,881.32</p> <p>Balance to finish, including retainage 5,413,060.96</p>
--	--

Contractor: *[Signature]* Date: 3-21-11

By: *[Signature]* State of: MISSISSIPPI County of: Pearl River

Subscribed and sworn to before me this 21 day of March 2011 (year) before me, Elizabeth Owsin, Notary Public, ID # 06856

My commission expires: 03/31/11

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Architect: *[Signature]* Date: 3-23-11

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Amount Certified: \$ **314,881.32**

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE INVOICES #61 AND #62 FROM MARGES, LLC FOR WATER LINE REPAIRS

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve Invoices #61 in the amount of \$735.08 and # 62 in the amount of \$1,083.08 from Marges, LLC for water line repairs.

MARGES, LLC
 911 HWY 43 NORTH SUITE D
 PICAYUNE, MS 39466

Invoice

Date	Invoice #
3/18/2011	61

Bill To
CITY OF PICAYUNE CITY-WIDE REPAIRS PICAYUNE, MS 39466 WATER REPAIR

Description	Rate	Quantity	Amount
MOBILIZATION TO WESTONIA / CEDAR GROVE ST	200.00	1	200.00
BACKHOE, SERVICE TRUCK & 3 MAN UTILITY REPAIR CREW	120.00	3	360.00
CRUSHED LIMESTONE 6/10	38.00	3	114.00
PIPE BEDDING MATERIAL	8.00	3	24.00
ADDITIONAL MATERIALS PLUS 25% CONTRACTOR'S FEE 2" CLAMP	37.08		37.08
<i>Approved</i> <i>BRW</i> <i>3-23-11</i> <i>WATER REPAIRS</i>			
Total			\$735.08

MARGES, LLC
 911 HWY 43 NORTH SUITE D
 PICAYUNE, MS 39466

Invoice

Date	Invoice #
3/18/2011	62

Bill To
CITY OF PICAYUNE CITY-WIDE REPAIRS PICAYUNE, MS 39466 WATER REPAIR

Description	Rate	Quantity	Amount
MOBILIZATION TO HARRIS ST.	200.00	1	200.00
BACKHOE, SERVICE TRUCK & 3 MAN UTILITY REPAIR CREW	120.00	4.5	540.00
CRUSHED LIMESTONE 6/10	38.00	7	266.00
PIPE BEDDING MATERIAL	8.00	5	40.00
ADDITIONAL MATERIALS PLUS 25% CONTRACTOR'S FEE 2" CLAMP	37.08	1	37.08
<p><i>Approved BRW 3-23-11</i></p> <p><i>WATER REPAIR</i></p>			
Total			\$1,083.08

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE PAYMENT TO SAMPLE, HICKS & ASSOCIATES FOR CAP LOAN # 11-297-CP-01 APPLICATION PREPARATION

Motion was made by Council Member Breland, seconded by Council Member Lane to approve payment to Sample, Hicks & Associates for Cap Loan # 11-297-CP-01 Application Preparation in the amount of \$2,000.00.

SAMPLE, HICKS & ASSOCIATES, INC.

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

Invoice

Date	Invoice #
3/24/2011	03/2015-6

Bill To
CITY OF PICAYUNE 815 N. BEECH STREET PICAYUNE, MS 39466

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	CAP LOAN #11-297-CP-01 AUTOMATED WATER METERS LOAN APPLICATION PREPARATION	2,000.00	2,000.00
		<i>Daniel</i>	
		Total	\$2,000.00

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT SURPLUS OFFICE FURNITURE FROM THE MARGARET REED CROSBY MEMORIAL LIBRARY

Motion was made by Council Member Breland, seconded by Council Member Lane to accept surplus office furniture from the Margaret Reed Crosby Memorial Library for storage and to dispose of the furniture as the City wishes.

Pearl River County Library System

900 Goodyear Boulevard

Picayune, Mississippi 39466

601/ 798-5081 or 5082

Tuesday, March 15, 2011

Mrs. Priscilla Daniel
City Clerk
City of Picayune
815 N. Beech Street
Picayune, MS 39466

Dear Mrs. Daniel:

The Margaret Reed Crosby Memorial Library has several pieces of surplus office furniture for which it no longer has a use in the library. These items may be of use to the City of Picayune's offices. If so we gladly offer them to you. If not, we ask that the City accept them for storage in City's surplus equipment and furniture holdings until such time as the City wishes to dispose of them.

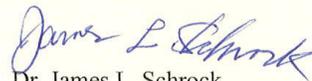
The items include:

- 2 gray metal card catalogs (30 drawers each)
- 1 gray metal discarded items file (6 drawers)

If the City of Picayune agrees to accept these items, can an arrangement be made with the library director, Linda Tufaro, for a truck and workers to collect these items?

Thank you very much for your help in this matter.

Sincerely yours,



Dr. James L. Schrock
Chairman, Board of Trustees
Pearl River County Library System

MEMBER LIBRARIES

Margaret Reed Crosby Library (Headquarters) ~ Poplarville Public Library

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE MAYOR TO EXECUTE LOAN AGREEMENT AND PROMISSORY NOTE FOR THE \$1,300,000 CAP LOAN BETWEEN THE CITY AND THE MISSISSIPPI DEVELOPMENT AUTHORITY

Motion was made by Council Member Breland, seconded by Council Member Lane to authorize the Mayor to execute the Loan Agreement and the Promissory Note for the \$1,300,000 CAP Loan Between the City of Picayune and the Mississippi Development Authority.

**MISSISSIPPI DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENTS LOAN PROGRAM**

PROMISSORY NOTE #11-297-CP-01

March 7, 2011

Not to exceed \$1,300,000

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the Mississippi Development Authority ("MDA") or its assigns, the principal sum not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000), together with interest on the unpaid principal balance thereof until fully and finally paid at the rate of two percent (2%) per annum, together with all other amounts payable by the Borrower under the Agreement (as hereinafter defined).

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

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

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

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

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

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

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

(S E A L)

City of Picayune

Attest

By _____

Title _____

Title _____

**MISSISSIPPI DEVELOPMENT AUTHORITY
CAPITAL IMPROVEMENTS LOAN PROGRAM**

LOAN AGREEMENT #11-297-CP-01

THIS LOAN AGREEMENT, dated as of March 7, 2011 (this "Agreement") by and between the Mississippi Development Authority ("MDA") and the entity set forth in Item 1 of Annex A (the "Applicant").

WITNESSETH:

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

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

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

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

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

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

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

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

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

REGULAR MEETING APRIL 5, 2011

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

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

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

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

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

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

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

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

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

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

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

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

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

REGULAR MEETING APRIL 5, 2011

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

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

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

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

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

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

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

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

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

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

REGULAR MEETING APRIL 5, 2011

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

(a) Failure by the Applicant to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;

(b) Failure by the Applicant to observe and perform in any material way, any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of MDA within the earlier of ten (10) days after actual knowledge thereof by the Applicant or written notice, specifying such failure and requesting that it be remedied, is given to the Applicant by MDA;

(c) Any written representation or written warranty made by the Applicant in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Applicant of this Agreement;

(d) The Applicant shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiescence in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Applicant shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Applicant shall make an assignment for the benefit of its creditors; or the Applicant shall fail, or shall admit in writing its failure to pay its debts generally as such debts become due;

(e) There shall be filed against the Applicant an involuntary petition in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing, and such petition is not set aside within thirty (30) days after such filing; or a receiver, liquidator, custodian, sequestrator or trustee of the Applicant for all or a substantial part of its property shall be appointed without the consent or approval of the Applicant or a warrant of attachment, execution or similar process against any substantial part of the property of the Applicant is issued; and continuance of any such events for thirty (30) days undismitted or undischarged or within such thirty (30) days, the entering of an order for relief under the United States Bankruptcy Code; or

(f) There is a material adverse change in the financial condition of the Applicant which would, in the opinion of MDA endanger MDA's ability to collect the Loan.

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

REGULAR MEETING APRIL 5, 2011

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

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

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

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

REGULAR MEETING APRIL 5, 2011

SECTION 9. *Miscellaneous.*

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

REGULAR MEETING APRIL 5, 2011

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

MISSISSIPPI DEVELOPMENT
AUTHORITY

Attest
Sherry Giles
Title Bureau Manager

By 
Manning McPhillips
Chief Administrative Officer

(SEAL)

City of Picayune

Attest

Title _____

By _____
Edward Pinero, Jr.
Mayor

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

Applicant's Attorney

**Annex A
to
Loan Agreement**

- Item 1** Name of Applicant
City of Picayune
Loan #11-297-CP-01
- Item 2** Description of Project:
Water improvements as specified in their 2011 Capital Improvements Revolving Loan Application.
- Item 3** Loan Amount:
Note: Not to exceed One Million Three Hundred Thousand Dollars (\$1,300,000)
- Item 4** Loan Terms and Conditions
Estimated Payment: \$6,576.48 monthly

The terms of the Note shall be for 240 months following the completion of the capital improvements at two percent (2%) annual interest computed daily. Payments shall be made as referenced above; however, interest will be adjusted to reflect the actual dates of disbursement. The payments will begin 30 days after the completion date of the project. All loan funds must be expended within two years from the date of the loan or the funds shall be recalled unless prior written approval is obtained from MDA. An amortization schedule will be provided near the completion of the project.
- Item 5** Address Notice:

Mississippi Development Authority
501 North West Street, 5th Floor
Post Office Box 849
Jackson, Mississippi 39205
Attention: Community Services

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**APPROVE REQUEST FOR COUNCIL AND ADMINISTRATION TO ATTEND THE
MML ON JUNE 27-30, 2001 IN BILOXI, MS**

Motion was made by Council Member Watkins, seconded by Council Member Lane to approve the request for Council and Administration to attend the MML on June 27-30, 2011 in Biloxi, MS.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE APPLICATION FOR FY 2011 STOP VIOLENCE AGAINST WOMEN GRANT

Motion was made by Council Member Watkins, seconded by Council Member Breland to approve request for authorization to apply for FY 2011 Stop Violence Against Women Grant (75% federal/25%local) for the Police Department.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE APPLICATION TO MDOT FOR A SAFE ROUTES TO SCHOOL GRANT

Motion was made by Council Member Breland, seconded by Council Member Lane to approve application to MDOT for a Safe Routes to School Grant that is 100% funded.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT BID TABULATION ON WATER AND GAS METER REPLACEMENT AND AWARD LOWEST BIDDER

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept bid tabulations on Water and Gas Meter Replacement received March

15, 2011 and award the lowest bidder, Empire Pipe & Supply, Inc for Master Meters in the amount of \$1,001,400.00.



WATER AND GAS METER REPLACEMENT (Materials Only)

Alternate "A" - Badger Meter - Bid Items				Central Pipe Supply, Inc.		Empire Pipe & Supply Co., Inc..	
Item No.	Description	Unit	Quantity	Price	Subtotal	Price	Subtotal
1	5/8" x 3/4" PD AMR Water Meter	EA	5,460	\$ 175.00	\$ 955,500.00	\$ -	\$ -
2	1" PD AMR Water Meter	EA	58	\$ 241.65	\$ 14,015.70	\$ -	\$ -
3	1.5" PD AMR Water Meter	EA	6	\$ 384.80	\$ 2,308.80	\$ -	\$ -
4	2" PD AMR Water Meter	EA	52	\$ 500.00	\$ 26,000.00	\$ -	\$ -
5	3" Compound AMR Water Meter	EA	2	\$ 2,183.65	\$ 4,367.30	\$ -	\$ -
6	4" Compound AMR Water Meter	EA	3	\$ 3,295.75	\$ 9,887.25	\$ -	\$ -
7	6" Compound AMR Water Meter	EA	2	\$ 4,519.80	\$ 9,039.60	\$ -	\$ -
8	Gas Meter AMR Retrofit (Residential)	EA	1,775	\$ 64.80	\$ 115,020.00	\$ -	\$ -
9	Gas Meter AMR Retrofit (Commercial)	EA	230	\$ 82.50	\$ 18,975.00	\$ -	\$ -
Total Bid - Alternate "A":					\$ 1,155,113.65		\$ -

Alternate "B" - Master Meter - Bid Items				Central Pipe Supply, Inc.		Empire Pipe & Supply Co., Inc..	
Item No.	Description	Unit	Quantity	Price	Subtotal	Price	Subtotal
1	5/8" x 3/4" PD AMR Water Meter	EA	5,460	\$ -	\$ -	\$ 149.00	\$ 813,540.00
2	1" PD AMR Water Meter	EA	58	\$ -	\$ -	\$ 210.00	\$ 12,180.00
3	1.5" PD AMR Water Meter	EA	6	\$ -	\$ -	\$ 395.00	\$ 2,370.00
4	2" PD AMR Water Meter	EA	52	\$ -	\$ -	\$ 460.00	\$ 23,920.00
5	3" Compound AMR Water Meter	EA	2	\$ -	\$ -	\$ 1,850.00	\$ 3,700.00
6	4" Compound AMR Water Meter	EA	3	\$ -	\$ -	\$ 2,500.00	\$ 7,500.00
7	6" Compound AMR Water Meter	EA	2	\$ -	\$ -	\$ 4,150.00	\$ 8,300.00
8	Gas Meter AMR Retrofit (Residential)	EA	1,775	\$ -	\$ -	\$ 54.00	\$ 95,850.00
9	Gas Meter AMR Retrofit (Commercial)	EA	230	\$ -	\$ -	\$ 148.00	\$ 34,040.00
Total Bid - Alternate "B":					\$ -		\$ 1,001,400.00

Brooks Wallace
Brooks Wallace, P.E.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouquet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RESOLUTION APPROVING AND AUTHORIZING SIGNING OF FIRST AMENDMENT TO SERVICE AGREEMENT FOR THE SUPPLY OF WATER BETWEEN CITY OF PICAYUNE AND PEARL RIVER COUNTY UTILITY AUTHORITY

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept the Resolution Approving and Authorizing Signing of First Amendment To Service Agreement for the Supply of Water Between City of Picayune and Pearl River County Utility Authority.

FIRST AMENDMENT TO SERVICE AGREEMENT

FOR THE SUPPLY OF WATER

Between

CITY OF PICAYUNE

And

PEARL RIVER COUNTY UTILITY AUTHORITY

WHEREAS, as of May 20, 2008, the City of Picayune ("Picayune") and Pearl River County Utility ("Authority") entered into and executed a Service Agreement for the Supply of Water from the Authority's water system to Picayune's water system; and

WHEREAS, the current point of supply, as defined in said Service Agreement, is or shall be at the Picayune water tank located on Stemwood Street, and Picayune has granted full authority for said connection; and

WHEREAS, to better automate the water delivery system for the purpose of providing water to the Stemwood tank and the other Picayune tanks located at Wal-Mart, City Barn and Meadowgreen, the Authority has requested a Change Order to the construction contract for the installation of the water facilities being funded under the Hurricane Katrina Disaster Recovery Community Development Block Grant to allow the furnishing and installation of all necessary equipment for a comprehensive Supervisory Control And Acquisition (SCADA) system at or on each of the Picayune water tanks and tank sites located at Stemwood, Wal-Mart, City Barn and Meadowgreen; and

WHEREAS, prior to approval of such change order, it is required by Mississippi Department of Environmental Quality that Picayune and the Authority enter into an agreement which will clearly grant authorization by Picayune to the Authority to locate and place such equipment on Picayune's water tanks and at its water tank sites, with the further understanding that all equipment shall remain the property of the Authority, with the return of the equipment by Picayune, or the right of the Authority to remove said equipment, in the event an agreement for water supply from the Authority to Picayune should cease in the future; and

WHEREAS, the Authority and Picayune find that the Service Agreement for the Supply of Water dated as of May 20, 2008, should be amended and modified to accomplish the purposes as hereinabove stated.

NOW, THEREFORE, the Authority and Picayune hereby enter into this First Amendment to the Service Agreement for the Supply of Water upon the terms and conditions as follows, to-wit:

1. Article II, Paragraph 2.5, of the Service Agreement for the Supply Of Water between City of Picayune and Pearl River County Utility Authority heretofore executed as of the 20th day of May, 2008, shall be, and is hereby, modified and amended to provide as follows:

“2.5 The Authority shall furnish, install, operate and maintain the Authority’s Metering Station(s) at the Point(s) of Supply, and the necessary equipment and devices of standard type for measuring properly all water to be supplied under this Agreement. The Authority’s Metering Station(s) and other measuring equipment shall remain the property of the Authority. Subject to and conditioned upon the approval of funding from or through the Disaster Recovery Community Development Block Grant, Project No. PRCUA-02-W2, and approval of a Change Order to the project construction contract by Mississippi Department of Environmental Quality, the Authority shall furnish and install on and at each of Picayune’s water tanks located and known as Stemwood tank, Wal-Mart tank, City Barn tank, and Meadowgreen tank, all necessary electrical controls, selector switches, probes, monitoring equipment, pressure transducers, radios, backup batteries, antennas, HMIs, and software as part of a comprehensive Supervisory Control And Data Acquisition (SCADA) system, which will allow remote monitoring of elevated tank levels, flow rates, system pressures, total gallons transferred, and pH and chlorine levels, with the SCADA system also to be programmed for emergency alarm call-outs and both Picayune and the Authority having on-site and remote access to the SCADA system. The Authority shall own and maintain the SCADA system, and Picayune shall return all SCADA equipment to the Authority if an agreement for the supply of water by the Authority to Picayune should cease in the future, and in such event, the Authority shall alternatively have the right to remove such SCADA equipment from the Picayune tanks and tank sites. Picayune does hereby grant unto the Authority the full lawful right, license and easement for the installation, operation and maintenance of the SCADA system and equipment on and at each of the Picayune water tanks and tank sites.”

2. Except as amended and modified herein, or as may be hereafter amended and modified, the May 20, 2008, Service Agreement for the Supply of Water between City of Picayune And Pearl River County Utility Authority shall remain in full force and effect.

(Remainder of page left blank)

REGULAR MEETING APRIL 5, 2011

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have executed this Agreement on behalf of and as the act and deed of the respective governmental entities in several counterparts, each of which shall constitute an original, as of the _____ day of _____, 2011.

Pearl River County Utility Authority

By: _____
Steve Lawler, President

ATTEST:

Cliff Diamond, Manager and Secretary

City of Picayune, Mississippi

By: _____
Ed Pinero, Mayor

ATTEST:

City Clerk

Jackson 6112394v1

There came on for consideration before the Mayor and Council of the City of Picayune the matter of approving and authorizing the Mayor and City Clerk to sign the proposed First Amendment to Service Agreement for the Supply of Water between City of Picayune and Pearl River County Utility Authority. After discussion, Council member _____ moved for the adoption of the following Resolution:

RESOLUTION APPROVING AND AUTHORIZING SIGNING
OF FIRST AMENDMENT TO SERVICE AGREEMENT FOR THE
SUPPLY OF WATER BETWEEN CITY OF PICAYUNE AND
PEARL RIVER COUNTY UTILITY AUTHORITY

WHEREAS, attached proposed First Amendment to Service Agreement for the Supply of Water between City of Picayune and Pearl River County Utility Authority has been presented to the City of Picayune Mayor and Council for approval and to authorize signing; and

WHEREAS, this Mayor and Council finds that the attached Agreement should be approved and the Mayor and City Clerk should be authorized to sign it in substantial form, subject to any changes as may be approved by legal counsel for the City.

IT IS, THEREFORE, RESOLVED AND ORDERED that the proposed First Amendment to Service Agreement for the Supply of Water between City of Picayune and Pearl River County Utility Authority, in the general form attached hereto, is hereby approved, and the Mayor and City Clerk are hereby authorized to sign same in substantial form, with any changes as may be approved by legal counsel for the City.

Council member _____ seconded the motion, and the same was passed by the affirmative vote of a majority of the members of the City Council.

SO RESOLVED AND ORDERED on this, the ____ day of _____, 2011.

Ed Pinero, Mayor

ATTEST:

City Clerk

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**ACCEPT THE SEWER BILLING AND COLLECTION SERVICES COOPERATIVE
AGREEMENT BETWEEN CITY OF PICAYUNE AND PEARL RIVER COUNTY
UTILITY AUTHORITY**

Motion was made by Council Member Watkins, seconded by Council Member Lane to accept the Sewer Billing and Collection Services Cooperative Agreement Between Pearl River County Utility Authority and City of Picayune and authorize Mayor and City Clerk to sign the same.

**SEWER BILLING AND COLLECTION SERVICES
COOPERATIVE AGREEMENT BETWEEN PEARL RIVER COUNTY UTILITY AUTHORITY
AND CITY OF PICAYUNE, MISSISSIPPI**

THIS AGREEMENT is made and entered into effective as of the _____ day of _____, 2011, by and between the **PEARL RIVER COUNTY UTILITY AUTHORITY** (the "Authority") and the **CITY OF PICAYUNE, MISSISSIPPI** (the "City").

WHEREAS, the Authority owns, operates and maintains the sewer collection and treatment system within the City; and

This is an agreement to provide sewer billing and collection services including the related accounting records necessary to record and track sewer fees. This will include reporting of non-payment of sewer bills so that services can be cut-off in accordance with the applicable ordinances.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties herein as follows, to-wit:

1. The City agrees to provide for the billing and collection of sewer rates, fees, charges and other assessments (collectively "sewer services") on customers, existing or new, within its billing service area for the City's water services, and such area may be hereafter expanded by the City, based upon the sewer rate, fees, charges and assessments established by the Authority, for a period not to exceed the remaining term of the current City Council and then renewable by each Council for a period of 4 years (term of the new Council). Either party may terminate this agreement upon 90 days of written notice.
2. The billing for sewer services shall be included upon the City's regular monthly water bills to customers receiving the City's water services and the Authority's sewer services, and collection thereof shall be done by the City upon such schedule and in such manner as provided by the City's Ordinances, Policies, and Rules and Regulations. Changes in sewer rates, fees, charges and assessments shall be made in writing by the Authority to the City.
3. In the event of non-payment of water and/or sewer bill by a utility customer for such length of time as to constitute a delinquent bill as defined by the City, the City agrees to immediately move forward with collection efforts, including, but not limited to, notification to customers, conducting any due process hearing, and disconnection of utility services.
4. The City shall keep and maintain accurate, detailed books and accounting records for all sewer service fees and charges it bills to and collects from all City water customers on a monthly basis. The City will maintain the records as specified above and will make them available for the Utility Authority's review, by its auditors, during normal working hours and after reasonable notice given. The City shall remit to the Authority the fees and charges as collected and such payments will be made within seven (7) calendar days of the closing of the prior month.

REGULAR MEETING APRIL 5, 2011

5. The City shall secure a fiduciary bond, as outlined by state law, to cover the actions of all City employees with access to or who may handle the funds received from the customers pursuant to this agreement.
6. The Authority agrees to reimburse the City the actual cost it may incur for computer reprogramming necessary due to changes in computations for sewer fees and charges included on the regular monthly water bill. The City shall provide proof of the actual cost and the Authority shall remit within thirty (30) days following receipt of such proof.

IN WITNESS WHEREOF, the parties to this Agreement, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed as of the _____ day of _____, 2011.

CITY OF PICAYUNE, MISSISSIPPI

By: _____
Dr. Edward Pinero, Mayor

Attest:

Priscilla Daniel, City Clerk

PEARL RIVER COUNTY UTILITY AUTHORITY

By: _____
Steve Lawler, President

Attest:

Cliff Diamond, Operations Manager and Secretary

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

RE-SET A DATE FOR A PUBLIC HEARING FOR PROPERTY CLEAN UP

Motion was made by Council Member Breland, seconded by Council Member Watkins to re-set a date for a public hearing to be held on May 3, 2011 for property clean up on the following properties:

1. 1311 Alpine Rd.
2. 1315 Alpine Rd.
3. 1101 S Beech St.
4. 827 S Beech St.
5. 724 S Beech St.
6. 506 S Curran Ave.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE REQUEST TO PURCHASE A 2010 DODGE CHARGER FROM THE SPECIAL POLICE DRUG FUND

Motion was made by Council Member Breland, seconded by Council Member Lane to approve request to purchase a 2010 Dodge Charger at the price of \$20,500 from the Special Police Drug Fund at no cost to the City or taxpayers.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

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

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

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

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 Lane to return to regular session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS, ECONOMIC DEVELOPMENT, PROSPECTIVE LITIGATION AND CONTRACTUAL MATTER-AIRPORT

Motion was made by Council Member Breland, seconded by Council Member Lane to enter into executive session to discuss personnel matters, economic development, prospective litigation and contractual matter-airport.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT EXECUTIVE SESSION

Motion was made by Council Member Lane, seconded by Council Member Bumpers to exit executive session.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE BUTLER SNOW TO SEEK A DECLARATORY JUDGMENT WITH REGARDS TO DECLARING THE ACTIONS OF THE CITY OF PICAYUNE AS TRUSTEE OF THE CENTRAPLEX

Motion was made by Council Member Lane, seconded by Council Member Watkins to authorize the law firm Butler Snow to seek a declaratory judgment with regards to declaring the actions of the City of Picayune as trustee of the Centraplex public trust are consistent with the obligations and authority of the Centraplex public trust.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO RECESS

Motion was made by Council Member Lane, seconded by Council Member Watkins to recess until Tuesday, April 19, 2011 at 5:00 pm.

The following roll call was made:

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

VOTING NAY: None

ABSENT AND NOT VOTING: Council Member Gouguet

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

ATTEST:

Priscilla Daniel, City Clerk